



**PARENT-TEACHER ADVISORY/BEHAVIORAL INTERVENTIONS BOARD COMMITTEE  
MEETING OF THE BOARD OF EDUCATION  
LYONS TOWNSHIP HIGH SCHOOL DISTRICT 204  
Room 103-104  
100 South Brainard Avenue  
La Grange, Illinois 60525  
Thursday, April 30, 2026 - 7:00 AM**

**AGENDA**

**I. CALL TO ORDER**

**II. PLEDGE OF ALLEGIANCE**

**III. PUBLIC PARTICIPATION**

**IV. ITEMS FOR DISCUSSION**

- A. Review of updated Law Enforcement Intergovernmental Agreements (IGA's) with the Western Springs Police Department and the Village of LaGrange Police Department (Leslie Owens and Heather Brickman, HLERK attorney) 2
  
- B. Review of School Resource Officer Program
  - 1. Current Implementation
  - 2. Updates based on IGA's and legislation
  - 3. Panel discussion with Police Chiefs and current SRO's from Western Springs PD and LaGrange PD
  
- C. PTABIC Information for School Year 2026/2027

**V. PUBLIC PARTICIPATION**

**VI. ADJOURNMENT**

BY ORDER OF  
TIM ALBORES  
LYONS TOWNSHIP HIGH SCHOOL DISTRICT 204  
100 SOUTH BRAINARD AVENUE  
LA GRANGE, IL 60525

**INTERGOVERNMENTAL AGREEMENT FOR  
RECIPROCAL REPORTING, SECURITY CAMERA ACCESS, AND  
SCHOOL RESOURCE OFFICER**

**BETWEEN THE VILLAGE OF WESTERN SPRINGS AND THE  
BOARD OF EDUCATION OF LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204  
REGARDING A SCHOOL RESOURCE OFFICER**

**THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”)** is made and entered into by and between the Board of Education of Lyons Township High School District No. 204, Cook County, Illinois (“**School District**”), and the Village of Western Springs, a municipal corporation (“**Village**”) (collectively, “**Parties**”).

**WHEREAS**, both Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the Constitution of the State of Illinois of 1970 (and the Intergovernmental Cooperation Act (5 ILCS 220/)) authorize and encourage intergovernmental cooperation; and

**WHEREAS**, Section 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act, Sections 10-20.14, 10-21.7, 10-27.1A&B and 22-20 of the Illinois School Code, and Section 10/6(a)(6.5) of the Illinois School Student Records Act provide for and authorize agreements between local law enforcement agencies and school districts for reciprocal reporting of criminal offenses committed by students; and

**WHEREAS**, the Parties intend that this Agreement apply to all properties operated by the School District within the boundaries of the Village, including Lyons Township High School South Campus, the Corral, and the Athletic Center; and

**WHEREAS**, the School District has installed a digital security camera system at the north and south campuses of the District to enhance security and safety at the high schools, and the Parties believe that if the Village Police Department were granted access to the images created by the School District’s digital security camera system, the Police Department would be better situated to assist the School District in the case of an emergency situation that endangered students, employees, or School District property; and

**WHEREAS**, the School District desires to have a Village police officer assigned to the District on a contract basis to serve as the School Resource Officer; the Village is willing to provide a police officer for that purpose in exchange for the payment referenced in this Agreement; and the Parties believe the School Resource Officer will facilitate a more personal relationship between law enforcement agents and students, assist in educational programs, and promote the safety and security of students, staff, and the school premises; and

**WHEREAS**, Section 10-20.68 of the School Code requires a memorandum of understanding between a law enforcement agency and any school district that uses a School Resource Officer, which memorandum must include provisions related to the role, duties, and training of the School Resource Officer, and further address restrictions on ticketing for municipal code violations, outline a process for law enforcement referral data collection, and provide for regular review and evaluation of the School Resource Officer program; and

**WHEREAS**, the School District and the Village are entering into this Agreement for the purposes of promoting safety and a positive school culture for staff, students, and families; enhancing understanding and trust between students and law enforcement; promoting school participation and completion by students; facilitating appropriate information sharing; and informing the Parties' collaborative relationship to best serve the school community;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the School District and Village agree as follows:

**I. MISSION, COOPERATION, AND AUTHORITY**

**A. Mission Statement, Goals, and Objectives**

The mission of the Agreement, and specifically the assignment of a School Resource Officer, is to support and foster the safe and healthy development of all students in the District through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion is indispensable to achieving positive outcomes for youth and public safety.

The Parties are guided by the following goals and objectives (the "**Goals and Objectives**"):

- Foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, emergent bilingual, and socioeconomic status.
- Promote a strong partnership and lines of communication between school and police personnel and clearly delineate their roles and responsibilities.
- Establish a framework for principled conversation and decision-making by school and police personnel regarding student misbehavior and students in need of services.
- Ensure that school personnel and School Resource Officer have clearly defined roles in responding to student misbehavior and that school administrators are responsible for code of conduct and routine disciplinary violations.
- Minimize the number of students unnecessarily out of the classroom, arrested at school, or court involved.
- Encourage relationship-building by the School Resource Officer such that students and community members see the School Resource Officer as a facilitator of needed supports as well as a source of protection.
- Provide requirements and guidance for training including School Resource Officer training required by law and consistent with best practices, and training for school personnel as to when it is appropriate to request School Resource Officer intervention.
- Outline processes for initiatives that involve the School Resource Officer and

school personnel, such as violence prevention and intervention and emergency management planning.

- Offer presentations and programming to the school focusing on criminal justice issues, community and relationship building, and prevention, health, and safety topics.

B. General Cooperation

1. The Superintendent of the School District will provide the Village Police Chief with a list of administrators ("**School Officials**") to be contacted as needed. The list will contain regular and emergency telephone and mobile numbers (if applicable), and identify which administrators are to be contacted for various types of problems and the order in which the administrators are to be contacted. The administrators identified shall be considered the "Appropriate School Officials" for purposes of § 1-7(a)(8) of the Juvenile Court Act.
2. The Village Police Chief will provide the Superintendent of the School District with the names and titles of a primary and two back up contacts ("**Police Officials**") responsible for implementing this Agreement one of whom will be the School Resource officer assigned to the High School. The officers shall provide their regular and emergency telephone numbers (if applicable).
3. The Superintendent and Police Chief may, as they deem necessary and upon written notice, designate different persons to the respective positions of School Official and Police Official.
4. School Officials and Police Officials will meet to facilitate and review implementation of this Agreement as often as necessary.
5. Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel to request police services for disturbances or other emergencies occurring in or around any school building, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony.

C. District Authority Over the Educational Environment

1. Collaboration between the District and the Village and respect for the important role each party plays in connection with our community's youth are essential to the success of the mission of both Parties.
2. The Village recognizes the responsibility and authority of District Officials to manage the educational environment.

3. Both Parties recognize that disciplining students for violations of the Student Code of Conduct is appropriate for District Officials to manage.
4. The District recognizes that discretion regarding whether to investigate or charge a student or other individual with an ordinance, criminal, or traffic violation lies with Police Officials.
5. The Parties acknowledge that, pursuant to Section 10-22.6 of the School Code, a student must not be issued a monetary fine, fee, ticket, or citation by any person: 1) as a school-based disciplinary consequence, or 2) for a municipal code violation occurring on school grounds during school hours or while taking school transportation. This restriction does not preclude requiring a student to provide restitution for lost, stolen, or damaged property, and further does not modify school disciplinary responses under Sections 10-22.6 or 10-20.14 of the School Code that existed before August 20, 2025, or responses to alleged delinquent or criminal conduct set forth in the School Code, Article V of the Juvenile Court Act of 1987, or the Criminal Code of 2012. This restriction also does not apply to violations of traffic, boating, or fish and game laws.
6. The Parties further acknowledge that, pursuant to Section 26-12 of the School Code, school personnel cannot refer a truant, chronic truant, or truant minor to a School Resource Officer or other police officer or the Village for the issuance of a fine or fee to the student for his or her truancy.
7. The Parties seek to implement a partnership that creates effective and positive school student discipline that (a) is part of the District's larger effort to address school safety and climate; (b) includes proactive and restorative methods rather than only punitive; and (c) is clear, consistent, and equitable, as further delineated in Section III.E.
8. Both Parties understand the privacy protections of federal and state law in the disclosure of student records. The District may refuse disclosure requests by Police Officials without a warrant, court order, or other exception enumerated by the Illinois School Student Records Act, 105 ILCS 10/, and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

## **II. VILLAGE ACCESS TO IMAGES FROM SCHOOL DISTRICT DIGITAL SECURITY CAMERAS**

The School District and the Village agree to the security camera access protocols set forth in Exhibit D. The Exhibit D protocols may be revised pursuant to agreement between the Superintendent and Chief without the need for amendment to this Agreement. Revised protocols shall be signed by the Superintendent and Chief and attached to this Agreement as a revised Exhibit D.

**III. THE SCHOOL RESOURCE OFFICER PROGRAM**

A. Selection of the School Resource Officer. The Parties acknowledge that the selection of the School Resource Officer is a critical aspect of the Program and that it is important for the Parties and the school community to have a positive perception of and relationship with the School Resource Officer. The School District, through the Superintendent or designee, and the Village, through the Supervisor in charge of the Criminal Investigation Bureau ("**Supervisor**"), will work collaboratively to select the School Resource officer. The Village will provide to the School District police officers who are in good standing with the Village and with the following desired qualifications for review, all as determined by the Village:

1. Illinois Certified Police Officer;
2. Attended a 40-hour Basic School Resource Officer training class (to be obtained within 6 months of start of assignment); beginning January 1, 2021, the School Resource Officer must have a current certificate of completion of the Illinois Law Enforcement Training and Standards Board SCHOOL RESOURCE OFFICER course, including specific training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs, or ILETSB approved waiver of such training, (within 1 year of assignment) and renewal of such training or waiver as required by the ILETSB (50 ILCS 705/10.22; 105 ILCS 5/10-20.68);
3. Trained in gang resistance and alcohol/drug resistance curricula and knowledgeable about school and community resources;
4. Trained in handling an active school shooter and knowledge of school safety planning, technology, and social media/cyberbullying laws and regulations;
5. Demonstrated effective verbal, written, and interpersonal skills including public speaking;
6. Knowledge of, and experience in, matters involving cultural diversity and educational equity; and
7. Affinity for young people; calm, patient, approachable, self-directed, and collaborative; and proven experience working effectively with youth;
8. Demonstrated ability to work successfully with diverse populations, including with persons with physical and mental disabilities, and commitment to making students and community members of all backgrounds feel welcomed and respected;

9. Demonstrated commitment to de-escalation, diversion, and restorative justice, and an understanding of crime-prevention, problem-solving, and community policing in a school setting;
10. Knowledge of school-based legal issues (e.g. confidentiality and consent), and demonstrated commitment to protecting students' legal and civil rights.

The Village shall assign to the School District the police officer mutually agreed upon by the School District and the Village to act as the School Resource Officer.

- B. Criminal Background Checks. The District shall initiate criminal background checks of officers prior to assignment at the District. The Village agrees to make all potential School Resource Officer candidates available to the District for fingerprint-based criminal background checks in accordance with Section 10-21.9 of the Illinois School Code. 105 ILCS 5/10-21.9. The School Resource Officer may not begin an assignment at the District until a fingerprint-based criminal background check in accordance with Section 10-21.9 of the Illinois School Code is initiated and checks of the Illinois State Police Murderer and Violent Offender Against Youth Registry, Illinois Sex Offender Database, and DCFS Child Abuse and Neglect Tracking System have been completed. The Village shall not assign any officer to the District if his or her criminal background check reveals convictions that would subject an individual to license suspension or revocation pursuant to Section 21B-80 of the Illinois School Code or who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987
- C. Relationship. The School Resource Officer shall remain an employee of the Village and will at all times abide by all personnel rules of the Village and any applicable Collective Bargaining Agreement. As an employee of the Village and not the School District, the School Resource Officer shall not be entitled to any benefits that the School District provides to its employees. The Village shall be fully responsible to the School Resource Officer for the payment of all employee compensation and benefit obligations. The Village shall maintain payroll, attendance, and performance evaluation records.
- D. Supervision.
  1. As an employee of the Village, the School Resource Officer shall be subject to the chain of command of the Police Department. When serving in the role of School Resource Officer, he/she shall coordinate and communicate with the Principal or Principal's designee regarding daily activities and work at his/her direction. The School Resource Officer shall ensure that the Principal remains aware of material interactions and information involving the his/her work, including, but not limited to, arrests and searches of students' persons and property. To ensure clear and

consistent lines of communication, the School Resource officer shall provide monthly reports on activities to the Supervisor, Superintendent, and Principal.

2. In the event the School Resource Officer fails to abide by the terms of this Agreement, follow the policies and procedures of the School District, or perform the duties outlined in Exhibit A, the Superintendent or designee shall notify the Supervisor of the specific problems. The Superintendent or his or her designee and the Supervisor will work cooperatively to resolve the problems. If the School Resource Officer fails to remedy the problems within fifteen (15) days of the date of notification or a date agreed upon by the Parties, the Superintendent or designee may request a new School Resource Officer and work cooperatively with the Supervisor to appoint a new School Resource Officer in accordance with Section III.A.

E. Scope of Duties.

1. The scope of the School Resource Officers' duties and responsibilities is set out in Exhibit A, which may be changed or redefined at any time when agreed upon in writing by both the Supervisor and the Superintendent or designee.
2. The Principal or the Principal's designee shall be responsible for student code of conduct violations and routine disciplinary violations. In instances of student misbehavior that do not require a law enforcement response, the Principal or the Principal's designee shall determine the appropriate disciplinary response. The Principal or the Principal's designee should prioritize school- or community-based accountability programs and services, such as peer mediation, restorative justice, and mental health resources, whenever possible.
3. The School Resource Officer shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers. The School Resource Officer shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior. The School Resource Officer shall read and understand the student code of conduct for both the District and the School. The School Resource Officer shall be responsible for investigating and responding to criminal misconduct.
4. The Parties acknowledge that many acts of student misbehavior that may contain all the necessary elements of a criminal offense are best handled through the school's disciplinary process. The Principal or the Principal's designee and the School Resource Officer shall use their reasoned professional judgment and discretion to determine whether School Resource Officer involvement is appropriate for addressing student misbehavior. In such instances, the guiding principle is whether

misbehavior rises to the level of criminal conduct that poses (1) real and substantial harm or threat of harm to the physical or psychological well-being of other students, school personnel, or members of the community or (2) real and substantial harm or threat of harm to the property of the school.

5. For student misbehavior that requires immediate intervention to maintain safety (whether or not the misbehavior involves criminal conduct), the School Resource Officer may take reasonable measures to de-escalate the immediate situation and to protect the physical safety of members of the school community. To this end, school personnel may request the presence of the School Resource Officer when they have a reasonable fear for their safety of students or other personnel.
  6. The School Resource Officer must conduct him/herself in a professional manner and must maintain the highest level of respect and integrity within the school community. The School Resource Officer must maintain a caring attitude towards students and remain sensitive to the problems of students and staff in the school environment. The School Resource Officer shall read and understand the policies concerning student behavior and the student code of conduct for the School District.
- F. Schedule. The School Resource Officer shall be assigned to the School District beginning the day teachers return to work in the fall and ending on the last day of student attendance in the spring, as detailed on the School District calendar. The exact hours that the School Resource Officer shall serve each day at the high school shall be determined jointly by the Superintendent or designee and Supervisor. The hours of service shall commence prior to the start of the first class period and end after the last class period on each school day, unless: (i) the School District informs the Village that the School Resource Officer is not needed during those times; (ii) as directed by the Village in an emergency; (iii) the School Resource Officer has training, provided that the times of absence are preapproved by the School District, which approval may not be unreasonably withheld; or (iv) as otherwise agreed to by the School District and Village.

If the School Resource Officer is not able to report to duty at the South Campus on a given day, the Village will make best efforts to have an officer check in with the Principal's Office, walk through the building, and drive through the parking lot. Both parties agree that, in the event the School Resource Officer is out on family or medical leave or otherwise will have an extended absence for any reason, the Village will assess availability and, if requested by the District, will use reasonable efforts to provide an interim School Resource Officer until the assigned School Resource Officer can return or be permanently replaced, provided that the provision of an interim School Resource Officer does not interfere with police operations or put additional strain on the Village's staffing levels. Further, both parties agree that, in such circumstances, the parties will coordinate and discuss

additional options for ensuring School Resource Officer services are provided, to the extent possible, until the assigned School Resource Officer can return from leave. If possible, the interim officer will have School Resource Officer or juvenile officer training and experience. The District will reduce the scope of the School Resource Officer duties for interim officers to focus primarily on safety and security issues as appropriate given the experience of the officer and length of interim service. The Parties may agree to increase the consistency or level of support to be provided by the Village during absences of the School Resource Officer, such as by designating or providing additional officers, and will amend this Agreement pursuant to Section IV.G to effectuate such agreement as appropriate. However, notwithstanding the foregoing, the School District may determine that providing an interim officer would cause disruption or would otherwise not be necessary and may decline the provision of an interim officer.

G. Evaluation of the School Resource Officer and the Program.

1. The School Resource Officer is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the School Resource Officer, with a collaborative performance appraisal process involving the Village and District officials. This performance evaluation is separate from the evaluation of the officer by the Village Police Department. Interim performance assessments may be conducted as needed or required. The review shall consider the School Resource Officer's efforts to prevent unnecessary student arrests, citations, court referrals, and other use of police authority. The review shall also assess (i) the extent of the School Resource Officer's positive interactions with students, parents/guardians, and staff; (ii) the School Resource Officer's participation in collaborative approaches to problem-solving, prevention, and de-escalation; and (iii) contributions to achieving the mission purpose, goals, and objectives of this Agreement. Unsatisfactory job performance will be the subject of immediate review and problem-solving among the Supervisor and Superintendent, which may include appointing a new School Resource Officer in accordance with Section III.A.
  
2. In the spring of every odd-numbered year commencing in 2027, the School District will seek community and stakeholder input on the Program, which will be obtained in the manner determined by the School District and may be accomplished through a committee. The Superintendent or designee and Supervisor then will meet to evaluate the Program with respect to goals previously set, considering any community and stakeholder input in accordance with 105 ILCS 5/10-20.68, and set goals for the next two-year Program cycle (and may revise Exhibit A to address the goals), and establish methods to monitor progress. The biennial discussion of the overall relationship of the Parties pursuant to Section IV.E also may be conducted at this meeting.

H. Cost.

1. Amount. The School District shall pay to the Village sixty-five percent (65%) of the total salary and costs for all benefits paid by the Village to or for the School Resource Officer and incurred by the Village as a result of employing the School Resource Officer, including, without limitation, healthcare and pension benefits, costs for any overtime duty that is the direct result of the School Resource Officer services rendered to the School District or any other costs for the School Resource Officer while the School Resource Officer may be out on medical or other type of approved or required leave. The School District acknowledges that the total wages and benefits paid to the School Resource Officers will be determined by the Village and subject to an annual cost-of-living adjustment and other increases in each calendar year, in an amount to be determined by the Village. The Village will provide advance notice to the School District of any known annual increases in costs under this paragraph.
2. Training Costs. The School District will pay the costs of training provided to the SRO by the School District. All costs of training required by law or by the Village shall be paid by the Village.
3. Overtime Costs. In the event that the School District requests the School Resource Officer to provide services before the start of the first class period, after the last class period, or on weekends or other days that are not part of the normal scheduled school hours and the total hours of SRO service exceed forty (40) hours in a week, the School District shall reimburse the Village for sixty-five percent (65%) of all overtime expenses incurred by the Village to pay the School Resource Officer.
4. Invoices. The Village shall issue to the School District monthly (12) invoices for the salary and benefits earned by the School Resource Officer, and the School District agrees to pay each invoice in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq.
5. Grants. Upon request of the Village, the School District shall work cooperatively with the Village to pursue any grant funding that may be available to mitigate the costs of providing a School Resource Officer to the School District pursuant to this Agreement.

I. Training.

1. In accordance with Section 10-20.68 of the Illinois School Code, the Village shall provide the District with a current certificate of completion of the Illinois Law Enforcement Training and Standards Board School Resource Officer course or ILETSB approved waiver within one year of the School Resource officer's assignment.

2. The School Resource Officer shall attend specified training on topics the District deems important, as specified in Exhibit B, which may be changed or redefined at any time when agreed upon in writing by both the Supervisor and the Superintendent or designee. Where practicable, the District shall also encourage school administrators working with the School Resource officer to undergo training with the School Resource Officer to enhance their understanding of the School Resource Officer's role and the issues encountered by the School Resource Officer.

J. Reciprocal Reporting.

1. The Village and the School District shall share information regarding student criminal and civil offenses as obligated and/or restricted by law, including without limitation Sections 10 20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois, as amended, and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, as amended, and as set forth in the Reciprocal Reporting Agreement between the School District and the Village.
2. As provided by Section 1-7(a)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, law enforcement officials will share law enforcement records with School District officials that relate to any offenses or suspected offenses with respect to a minor enrolled in one of the School District's schools who is the subject of an ongoing investigation directly related to school safety or who has been taken into custody or arrested when police officials believe that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds and sharing the information will not (i) create a threat of harm to any person, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person's privacy. Except as limited or prohibited by other laws or administrative regulations, law enforcement officials will share law enforcement records with School District officials that relate to any offenses or suspected offenses with respect to a student enrolled in one of the School District's schools who is not a minor.
3. Reporting of Law Enforcement Detentions of Students. As required by Section 22-20 of the Illinois *School Code*, Police Officials shall report to the School District's Principal or designee whenever a student is detained for proceedings under the *Juvenile Court Act* or for any criminal offense or any violation of a municipal or County ordinance. The report shall

include the basis for the detention, the circumstances surrounding the detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur and with the disposition of the matter.

K. Student Records.

1. For purposes of the *Illinois School Student Records Act*, 105 ILCS 10/, and the *Family Educational Rights and Privacy Act of 1974*, 20 U.S.C. 1232(g), the School Resource Officer shall be considered a school official and agent of the School District. As such, the School Resource Officer shall have access to student records only as necessary for the fulfillment of his/her duties as prescribed in this Agreement. The School Resource Officer shall keep all student records confidential except if disclosure is required by law. The School Resource Officer shall disclose student records only in circumstances and in a manner authorized by State and federal law.
2. Consistent with Section 10/2(d) of the *Illinois School Student Records Act*, reports of the School Resource Officer shall be deemed the reports of a law enforcement professional and shall not be considered a student record. 105 ILCS 10/2(d). For purposes of the *Family Educational Rights and Privacy Act of 1974*, 20 U.S.C. 1232(g), the School Resource Officer designated to work with the School District pursuant to this Agreement shall be considered a law enforcement unit of the school such that the records created by School Resource Officer for the purpose of law enforcement shall not be considered educational records.

L. Detainment and Questioning of Students on School Grounds. Before detaining and questioning a student on school grounds who is under 18 years of age and who is suspected of committing a criminal act, a law enforcement officer or school resource officer must comply with Section 22-88 of the *School Code*, including, as applicable, the processes for notification to parent or guardian, and reasonable efforts to ensure the presence of parent/guardian or specified school staff as well as a law enforcement officer trained in interaction and communication with youth. 105-ILCS 5/22-88. School Officials will cooperate with the SRO or other law enforcement officer's actions to comply with these requirements.

M. Use of Body Worn Cameras By Western Springs Police Officers on School District Property.

1. *Law, Cooperation and Authority.* The Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/10-1 et seq.) was recently enacted into law enabling police officers to utilize body worn cameras ("BWC") in certain situations. The Village and School District recognize both the merit and potential problems that may arise from a School Resource Officer's use of a BWC while on School District property.

The Parties agree to cooperate fully, to execute all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this section of the Agreement (Section III.M). The Parties acknowledge that each Party shall bear their own cost and expenses incurred to comply with these terms.

2. ***Body Worn Camera General Usage.*** During the school day, the School Resource Officer shall not activate his/her body worn camera except in the following situations:
  - a. Any self-initiated activity where it is previously known or facts develop that a custodial arrest will be made or other law enforcement-related activity will occur;
  - b. Any self-initiated activity where it is previously known or facts develop that the questioning or investigation will or is reasonably likely to be used in later criminal charges;
  - c. When feasible, when the contact becomes adversarial, the subject exhibits unusual or aggressive behavior, or circumstances indicate that an internal complaint will likely be filed; and
  - d. As otherwise required by state law.
3. ***Body Worn Cameras in Interviews.*** When interviewing a crime victim or witness of an investigation who is a student, the School Resource Officer shall notify a parent or guardian of the student that the interview shall be or has been recorded, and document the time and manner of the parental notification, unless emergency or exigent circumstances require otherwise that prevent such notification. If the School Resource Officer has a reasonable, articulable suspicion that a victim or witness has committed or is in the process of committing a crime, the School Resource Officer, unless impractical or impossible, must indicate on the recording the reason for recording despite the request of the victim or witness and/or the parent/guardian of the victim or witness not to record the interaction.
4. ***Prohibited Uses of Body Worn Cameras.*** The body worn camera shall not be activated when the School Resource Officer is communicating with an individual in an area where a person has a reasonable expectation of privacy, such as bathrooms, locker rooms, the nurse's office, a school counselor's office, or a school social worker's office, unless the School Resource Officer is engaged in a law enforcement-related encounter or activity. Exceptions may be made by the School Resource Officer in emergency or exigent circumstances.

The body worn camera shall not be activated when the School Resource Officer is engaged in community caretaking functions, such as:

- a. Conversations with students and staff that are unrelated to the investigation of a crime;
  - b. Meetings with school administrators, counselors, deans and other school personnel to identify and discuss individuals and conditions that could result in delinquent behavior and to develop plans to respond to same;
  - c. Informal and relationship-building conversations with students, staff, parents, and visitors as part of the School Resource Officer's duty to provide a daily visible police presence and amicable collaboration; and
  - d. Discussions and presentations by the School Resource Officer to students and staff for instructional purposes.
5. *Notice to School District of Recording.* The School Resource Officer will notify the Superintendent or their designee of any recording made in the course of his/her duties as School Resource Officer. Any recording created by a body worn camera is a law enforcement record, not a school student record. Upon request of the School District, and if not prohibited by law, Western Springs Police Department will provide the School District copies of any video of students, parents, employees, or others on school property. A video that is shared with the School District may become a school student record. Western Springs Police Department will comply with all applicable laws and policies related to the release of video recordings, including but not limited to the Law Enforcement Officer-Worn Body Camera Act, 50 ILCS 706; the Juvenile Court Act, 705 ILCS 405/1-7; and the Freedom of Information Act, 5 ILCS 140. Western Springs Police Department will notify the School District point of contact prior to releasing pursuant to FOIA a body-worn camera video filmed on South Campus, the Corral, or Athletic Center premises containing images of a student(s) or School District employee.
6. *Limited to School Resource Officer.* The provisions in this section of the Agreement shall only apply to the School Resource Officer or an officer acting in the capacity of the School Resource Officer while conducting duties as the School Resource Officer; it shall not apply to other law enforcement officers from Western Springs Police Department or any other law enforcement agency.
- N. Integrating the School Resource Officer into the School. The Parties acknowledge that proper integration of the School Resource Officer can help build trust, relationships, and strong communication among the School

Resource Officer, students, parents/guardians, and school personnel.

1. *School Community.* The District shall be responsible for ensuring that the School Resource Officer is introduced to the school community, including students, parents/guardians, and staff. The introduction shall include information about the School Resource Officer's background and experience, the School Resource Officer's role and responsibilities, what situations are appropriate for School Resource Officer involvement, and how the School Resource Officer and the school community can work together, including how and when the School Resource Officer is available for meetings and how and when the school community can submit questions, comments, and constructive feedback about the School Resource Officer's work. The introduction for parents/guardians shall include information on procedures for communicating with the School Resource Officer in languages other than English. The School Resource Officer shall also initiate communications with students and teachers to learn their perceptions regarding the climate of their school.
2. *Meeting with School Staff.* The School Resource Officer shall regularly be invited to and attend staff meetings and assemblies. The School Resource Officer's supervisor shall also meet monthly with designated school staff to monitor the program. School Resource Officer shall be invited to participate in educational and instructional activities and training, such as instruction on topics relevant to criminal justice, racial profiling, equity, cultural responsiveness, and public safety issues.
3. *Integration with individual students.* The School Resource Officer may benefit from knowledge of accommodations or approaches that are required for students with mental health, behavioral, or emotional concerns who have an individualized education program ("IEP") under the Individuals with Disabilities Education Act or a plan under Section 504 of the Rehabilitation Act ("504 Plan"). School personnel shall notify parents/guardians of such students of the opportunity to offer the School Resource Officer access to the portions of the IEP or 504 Plan that address these accommodations or approaches. It is within the sole discretion of the parents/guardians to decide whether to permit the School Resource Officer to review such documents. If a parent/guardian provides such permission, the School Resource Officer shall review the documents and the school shall make available a staff member who can assist the School Resource Officer in understanding such documents.
4. *Emergency Management Planning and Crisis Response.* The School Resource Officer shall participate in any District and school-based emergency management planning, including, but not limited to, the annual review of the school's emergency and crisis response plan and its procedures for law enforcement to rapidly enter school buildings in the event of an emergency. School Safety Drill Act, 105 ILCS 128/25, 50. The School Resource Officer shall also participate in the work of any school

threat assessment team to the extent any information sharing is consistent with obligations imposed by the Family Educational Rights and Privacy Act (“FERPA”) and Illinois School Student Records Act (“ISSRA”). 20 U.S.C. § 1232g; 105 ILCS 10/ *et seq.* (see Section III.K)

- O. Complaint Resolution Process. The Parties shall develop and implement a simple and objective complaint resolution system for all members of the school community to register concerns that may arise with respect to the School Resource Officer or the Program. The system shall comply with Village policies and shall provide for timely communication of the resolution of the complaint to the complainant. The system shall also allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the School Resource Officer consistent with the School Resource Officer’s due process rights and any applicable employment protections.
- P. Security Protocols. The School District and the Village agree to the security protocols set forth in Exhibit C. The Exhibit C protocols may be revised pursuant to agreement between the Superintendent and Chief without the need for amendment to this Agreement. Revised protocols shall be signed by the Superintendent and Chief and attached to this Agreement as a revised Exhibit C.

#### IV. OTHER TERMS AND CONDITIONS

- A. Complete Agreement. As of the commencement of the term of this Agreement pursuant to Section IV.E below, this Agreement shall replace and supersede any prior versions of this Agreement signed between the Parties and shall set forth all the covenants, conditions, and promises between the Parties. As of that date, there will be no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement.
- B. Relationship of the Parties. Nothing in this Agreement shall be construed to consider any party, or its respective employees or agents, as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the Village and the School District. No party shall become bound, with respect to third parties, by any representation, act, or omission of the other party. This Agreement is for the benefit of the Parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- C. Indemnification.
  - 1. To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the Village, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their

individual and official capacities (the **“Village Indemnified Parties”**) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the Village Indemnified Parties arising out of any activity of the School District in performance of this Agreement, or any act or omission of the School District or of any employee, agent, contractor, or volunteer of the School District (the “School Indemnitors”), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the School Indemnitors.

2. To the fullest extent permitted by law, the Village agrees to indemnify and hold harmless the School District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the **“School Indemnified Parties”**) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the Village in performance of this Agreement, or any act or omission of the Village or of any employee, agent, contractor or volunteer of the Village (the **“Village Indemnitors”**), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the Village Indemnitors.
3. Nothing contained in Section IV.C or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to the School District or the Village under the *Illinois Local Governmental and Governmental Employees Tort Immunity Act*.
4. For the purposes of this Agreement, any injury incurred by the SCHOOL RESOURCE OFFICER for which that School Resource Officer would be entitled to benefits under the worker’s compensation statutes of this State shall be the obligation of the Village, and the School Resource Officer shall, at all times, be considered, for worker’s compensation purposes, to be an employee of the Village. Each party shall bear its own costs for workers’ compensation and employee benefits, unless otherwise noted in this Agreement.

D. Insurance Requirements. During the term of this Agreement, each party agrees to have the other party and their respective affiliates (i.e., appointed and elected officials, officers, board members, employees, and agents) expressly named as additional insureds on a primary and non-contributory basis on its Liability coverages required below with the exception of Workers’ Compensation as relates to services performed under this agreement. Each party shall provide the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts:

1. Comprehensive General Liability - \$1,000,000 per occurrence and

2. \$2,000,000 general aggregate.
2. Law Enforcement Liability (or similar coverage) - \$1,000,000 per occurrence and \$2,000,000 general aggregate (*required for the Village only*).
- 3.
4. Umbrella / Excess coverage - \$5,000,000 per occurrence and \$5,000,000 general aggregate.
5. Workers' Compensation – Statutory.

Upon written request, each party agrees to furnish to the other party certificates of insurance evidencing the coverages required above. The General Liability and Umbrella or Excess Liability insurance shall include Sexual Misconduct coverage. The Umbrella or Excess Liability policy shall follow form of coverage of the General Liability and Law Enforcement Liability policies. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service.

In the event of the cancellation of any insurance policy required herein, or upon either party's failure to procure said insurance, either party shall have the right to immediately terminate this Agreement.

- E. Term and Renewal. The term of this Agreement shall commence on July 1, 2026, and shall be in full force and effect for a period of one year thereafter. This Agreement shall automatically renew for successive one-year periods of July 1 to June 30 unless terminated as provided below. In the spring of every odd-numbered year commencing in 2027, the Parties shall meet and discuss their relationship under this Agreement.
- F. Termination. Either party may terminate this Agreement during the term of this agreement by giving thirty (30) days' prior written notice of such termination, except that sixty (60) days' written notice of termination shall be required for termination of the Section III School Resource Officer Program. In addition, the Parties may terminate this Agreement at any time by mutual written agreement.
- G. Amendments and Modifications. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly signed by an authorized representative of each Party.
- H. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- I. Assignment. Neither party hereto may assign its respective rights or duties hereunder.
- J. Waiver of Breach. If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a

waiver of any subsequent breach by either party nor shall it prevent either party from enforcing such provisions.

- K. Compliance with All Laws. The Village and District shall observe and comply with the laws, ordinances, regulations, codes of Federal, State, and County agencies that may in any manner affect the performance of this Agreement.
- L. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.
- M. Exhibits. Exhibit A, Exhibit B, Exhibit C, and Exhibit D are incorporated into and made part of this Agreement.
- N. Interpretation. Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative works or other genders. Words importing the singular shall include the plural and vice versa unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligation of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of this Agreement.
- O. Waiver of Breach. If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party nor shall it prevent either party from enforcing such provisions.
- P. Third Party Beneficiary. This Agreement shall not be construed as to create a duty on a Party to a nonparty or a right of a nonparty to enforce any provision of this Agreement, even a provision whose enforcement would benefit the nonparty.
- Q. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives. However, the term of the Agreement shall commence on the date set forth in Section IV.E.
- R. Corporate Authority. Each party represents and warrants that the person whose name appears on the signature page below is or has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that party. Following initial approval of this Agreement by the Village Board and the School District Board and except for amendment of this Agreement, the Village Manager and the Superintendent, or their designees, shall have authority to execute and do all actions contemplated to be done by the Village and the School District respectively under this Agreement.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the Parties hereto have executed this agreement by their property officers duly authorized to execute the same.

**BOARD OF EDUCATION OF  
LYONS TOWNSHIP  
HIGH SCHOOL  
DISTRICT 204**

**VILLAGE OF WESTERN SPRINGS**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title: Board President**

**Title: Village President**

**Attest:** \_\_\_\_\_

**Attest:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title: Board Secretary**

**Title: Village Clerk**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT A**

Duties and Responsibilities of School Resource Officer

The Western Springs police officer assigned to the School District as its School Resource Officer shall have the following duties and responsibilities:

Educational Responsibilities

1. Work cooperatively with administrators and staff to plan and schedule appropriate student lessons in topics including, but not limited to, safety, gang/violence and drug/alcohol resistance education.
2. Provide training for staff on the role of the School Resource Officer as well as on topics of interest and importance to the staff related to the School Resource Officer's expertise.
3. Work collaboratively with administrators to arrange and participate in parent/community education sessions.

School Resource Officer Responsibilities

1. Promote a positive, mutually respectful relationship and enhance communications between police officers, students, staff, and parents at the School District.
2. Be available to students, staff, parents, and school community organizations as a resource; maintain office hours each day to facilitate open communication.
3. Interact with students as a positive role model, especially during lunch and social-interactive periods.
4. Collaborate on a regular basis with administrators, keeping clear lines of communications with designees identified by the Superintendent or their designees on a daily basis. This shall include, but not be limited to, apprising the Superintendent and School District Administrators of criminal and non-criminal situations encountered, current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
5. Collaborate with Student Services personnel to identify behaviorally at-risk students, establish a working relationship with such students, and develop interventions to prevent delinquent behavior. This includes troubled, delinquent, neglected, or abused students.
6. Assist administrators in investigating and responding to student conduct in violation of the School District Student Handbook and School District and building behavior policies, including assisting, when requested, with inspections and searches and testifying at suspension review and expulsion hearings.
7. Make arrests and issue citations and court referrals to students when necessary and appropriate outside the school disciplinary process, acknowledging the goal of the Parties under this Agreement to minimize student arrests and court involvement, and provided the School Resource Officer shall not issue tickets or citations to students for violations of the municipal code occurring on school grounds during school hours or while the student is taking school transportation. 105 ILCS 5/10-20.68, 10-22.6.
8. Become familiar with the attendance area of the School District in terms of

- delinquency patterns, trouble spots, neglect of children who are students of the school, and other related problems.
9. Coordinate with School District officials in making necessary incident and situational referrals to other agencies. Any matters that concern a student's immigration status shall be handled in a manner consistent with District procedures and Illinois law, including, but not limited to the provisions of Section 22-105 of the School Code prohibiting denial of a free education based on immigration status.
  10. Accompany District personnel on home visits, as requested.
  11. Participate when requested in the School District review of safety plans and the conducting of school safety drills.
  12. Facilitate communication between the Western Springs Police Department and the School District, including ensuring the regular and proper collection and reporting of data regarding school-based arrests, citations, and court referrals of students, as well as other measures that may assist Western Springs and School District in evaluating the performance of the School Resource Officer and the success, fairness, and effectiveness of the Program. Commencing with the 2027-2028 school year, the School Resource Officer shall meet with the Principal or Principal's designee on at least a monthly basis to review student referrals to law enforcement to assist the School District in complying with the ISBE referral reporting requirements under the School Code. 105 ILCS 5/2-3.206, 10-20.68.
  13. Playing a role in lockdown, searches, evacuation and other drills.
  14. Providing supervision when present at extracurricular and athletic events, including school dances, games, and other events.
  15. Serving as a resource from time to time for specific classroom instruction and curriculum development, including such things as ganga education, substance abuse prevention, applicable laws, the rights of citizens interacting with police, the consequences of arrests, and related matters.
  16. Maintain familiarity with the School District Code of Conduct.
  17. Attend disciplinary meetings with students and parents only upon request by School District administration.
  18. Serve as consultant to the School District in matters of crime prevention, law enforcement, community youth services and other related matters.
  19. Develop and maintain familiarity with community delinquency patterns, trouble spots, and other community problems.
  20. Assist in preventing truancy, in processing truancy cases, and in making home visits when requested, provided that the parties understand that school personnel cannot refer a student to the School Resource Officer for the issuance of a fine or fee to the student for truancy.
  21. Assist in the supervision of extra-curricular activities, as requested.
  22. Provide educational presentations to students on bullying, violence prevention and management, and drug and alcohol resistance, as requested.

### Security Responsibilities

1. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods.
2. Assist with supervision of co-curricular school activities both at home and away, as

- requested.
3. Meet with administrators to advise them of potentially violent situations and to plan for the safe resolution of those situations.
  4. Follow building and School District behavior policies and refer all matters of school discipline to the proper administrator.
  5. Provide protection to students, staff, and the school from theft, vandalism, assault, and other violations of the law.
  6. Assist staff in the event of an emergency.
  7. Supervise parking lots and automobile traffic near the school and prevent loitering and trespassing on school property when requested to do so.
  8. Check for unauthorized persons in and around School District premises and assist School District officials in handling incidents involving persons trespassing and committing criminal acts on School District Property.

### General

1. Perform duties in street clothes, except on those occasions when, in the judgment of the school Principal or his/her designated representative, the standard police uniform would be more appropriate. If the school principal or his/her designee wants the School Resource Officer to wear his/her uniform, the Principal or designee shall notify the School Resource Officer or the School Resource Officer's supervisor at least 24 hours in advance of the request.
2. Carry his/her service weapon, badge, and handcuffs.
3. Assume responsibility for finding a substitute when absent. An officer with previous high school and/or middle school experience (including co-curricular activities) will be provided whenever possible.
4. Participate in periodic training through the Illinois School Resource Officers Association, National Association of School Resource Officers, or similar organizations.
5. Proactively work with school personnel to prevent crime on school grounds, protect students and staff and provide a safe and secure school environment. This includes, but is not limited to, patrolling the school and grounds, monitoring pedestrian and monitoring vehicular traffic on school grounds.
6. For purposes of the Western Springs Police Department, the officer reports directly to the supervisor at the Western Springs Police Department or, in his/her absence, to the Chief of Police.
7. The School Resource Officer reports directly to the Superintendent or their designee and works as a member of the Student Services Team.
8. Participate in all in-service training and certification requirements that apply to all certified officers of the Western Springs Police Department.
9. Attend any required court appearances on behalf of the School District.

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL REPORTING, DIGITAL IMAGE  
ACCESS, AND SCHOOL RESOURCE OFFICER  
BETWEEN  
THE VILLAGE OF LA GRANGE  
AND  
THE BOARD OF EDUCATION OF  
LYONS TOWNSHIP HIGH SCHOOL DISTRICT NO. 204**

**THIS INTERGOVERNMENTAL AGREEMENT (“*Agreement*”)** is made and entered into by and between the Board of Education of Lyons Township High School District No. 204, Cook County, Illinois (“*School District*”), and the Village of La Grange, a municipal corporation (“*Village*”) (collectively, “*Parties*”).

**WHEREAS**, both the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

**WHEREAS**, Section 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act, Sections 10-20.14, 10-21.7, 10-27.1A&B and 22-20 of the Illinois School Code, and Section 10/6(a)(6.5) of the Illinois School Student Records Act provide for and authorize agreements between local law enforcement agencies and school districts for reciprocal reporting of criminal offenses committed by students; and

**WHEREAS**, the School District operates Lyons Township High School North Campus comprised of the North Campus High School and the Vaughan Building properties in the Village commonly known as 100 S Brainard Avenue (collectively, “*North Campus*”); and

**WHEREAS**, the School District has installed a digital security camera system at the north and south campuses of the School District to enhance security and safety at the high schools, and the Parties believe that if the Village Police Department were granted access to the images created by the School District’s digital security camera system at the North Campus, the Police Department would be better situated to assist the School District in the case of an emergency situation that endangered students, employees, or School District property; and

**WHEREAS**, the School District desires to have a Village police officer assigned to the School District on a contractual basis to serve as the School Resource Officer; the Village is willing to provide a police officer for that purpose in exchange for the payment referenced in this Agreement; and the Parties believe the School Resource Officer will facilitate a more personal relationship between law enforcement agents and students, assist in educational programs, and promote the safety and security of students, staff, and the school premises; and

**WHEREAS**, Section 10-20.68 of the School Code requires a memorandum of understanding between a law enforcement agency and any school district that uses a School Resource Officer, which memorandum must include provisions related to the role, duties, and training of the School Resource Officer, and further address restrictions on ticketing for municipal code violations, outline a process for law enforcement referral data collection, and provide for regular review and evaluation of the School Resource Officer program; and

**WHEREAS**, the School District and the Village are entering into this Agreement for the purposes of promoting safety and a positive school culture for staff, students, and families; enhancing understanding and trust between students and law enforcement; promoting school participation and completion by students; facilitating appropriate information sharing; and informing the Parties' collaborative relationship to best serve the school community;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the School District and Village agree as follows:

**I. MISSION, COOPERATION, AND AUTHORITY**

A. Mission Statement, Goals, and Objectives

The mission of the Agreement, and specifically the assignment of a School Resource Officer to the North Campus, is to support and foster the safe and healthy development of all students on the North Campus through strategic and appropriate use of law enforcement resources and with the mutual understanding that school participation and completion is indispensable to achieving positive outcomes for youth and public safety.

The Parties are guided by the following goals and objectives (the "**Goals and Objectives**"):

- To foster a safe and supportive school environment that allows all students to learn and flourish regardless of race, religion, national origin, immigration status, gender, disability, sexual orientation, gender identity, emergent bilingual, and socioeconomic status.
- To promote a strong partnership and lines of communication between school and police personnel and clearly delineate their roles and responsibilities.
- To establish a framework for principled conversation and decision-making by school and police personnel regarding student misbehavior and students in need of services.
- To ensure that school personnel and School Resource Officer have clearly defined roles in responding to student misbehavior and that school administrators are responsible for code of conduct and routine disciplinary violations.
- To minimize the number of students unnecessarily out of the classroom, arrested at school, or court involved.
- To encourage relationship-building by the School Resource Officer such that students and community members see the School Resource Officer as a facilitator of needed support as well as a source of protection.
- To provide requirements and guidance for training including School Resource Officer training required by law and consistent with best practices, and training for school personnel as to when it is appropriate to request School Resource Officer intervention.
- To outline processes for initiatives that involve the School Resource Officer and school personnel, such as violence prevention and intervention and emergency management planning.

- To offer presentations and programming to the school focusing on criminal justice issues, community and relationship building, and violence prevention, health, and safety topics.

**B. General Cooperation**

1. Annually, the Superintendent of the School District will provide the Village Police Chief with a list of administrators (“**School Officials**”) to be contacted as needed. The list will contain regular and emergency telephone and mobile numbers (if applicable), and identify which administrators are to be contacted for various types of problems and the order in which the administrators are to be contacted. The administrators identified shall be considered the “Appropriate School Officials” for purposes of § 1-7(a)(8) of the Juvenile Court Act.
2. Annually, the Village Police Chief will provide the Superintendent of the School District with the names and titles of a primary and two back up contacts (“**Police Officials**”) responsible for implementing this Agreement, one of which will be the School Resource officer assigned to the High School. The officers shall provide their regular and emergency telephone and cellular numbers (if applicable).
3. The Superintendent and Police Chief may, as they deem necessary and upon written notice, designate different persons to the respective positions of School Official and Police Official.
4. School Officials and Police Officials will meet to facilitate and review implementation of this Agreement as often as necessary.
5. Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel to request police services for disturbances or other emergencies occurring in or around any school building, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony.

**C. School District Authority Over the Educational Environment**

1. Collaboration between the School District and the Village and respect for the important role each Party plays in connection with our community’s youth are essential to the success of the mission of both Parties.
2. The Village recognizes the responsibility and authority of School District Officials to manage the educational environment.
3. Both Parties recognize that disciplining students for violations of the Student Code of Conduct is appropriate for School District Officials to manage.

4. The School District recognizes that discretion regarding whether to investigate or charge a student or other individual with an ordinance, criminal, or traffic violation lies with the Village.
5. The Parties acknowledge that, pursuant to Section 10-22.6 of the School Code, a student must not be issued a monetary fine, fee, ticket, or citation by any person: 1) as a school-based disciplinary consequence, or 2) for a municipal code violation occurring on school grounds during school hours or while taking school transportation. This restriction does not preclude requiring a student to provide restitution for lost, stolen, or damaged property, and further does not modify school disciplinary responses under Sections 10-22.6 or 10-20.14 of the School Code that existed before August 20, 2025, or responses to alleged delinquent or criminal conduct set forth in the School Code, Article V of the Juvenile Court Act of 1987, or the Criminal Code of 2012. This restriction also does not apply to violations of traffic, boating, or fish and game laws.
6. The Parties further acknowledge that, pursuant to Section 26-12 of the School Code, school personnel cannot refer a truant, chronic truant, or truant minor to a School Resource Officer or other police officer or the Village for the issuance of a fine or fee to the student for his or her truancy.
7. The Parties seek to implement a partnership that creates effective and positive school student discipline that (a) is part of the School District's larger effort to address school safety and climate; (b) includes proactive and restorative methods rather than only punitive; and (c) is clear, consistent, and equitable.
8. Both Parties understand the privacy protections of federal and state law in the disclosure of student records. The School District may refuse disclosure requests by Police Officials without a warrant, court order, or other exception enumerated by the Illinois School Student Records Act, 105 ILCS 10/, and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

## **II. RECIPROCAL REPORTING**

### **A. Reporting of Offenses.**

The Village and the School District shall each comply with statutorily-required reporting of offenses to the other Party. The Village and the School District also shall share information as allowed by law, including without limitation, Sections 10-20.14 (105 ILCS 5/10-20.14)(criminal and civil offenses) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois; the Illinois School Student Records Act (105 ILCS 10/) and the federal Family Educational Rights and Privacy Act (20 U.S.C. Sec 1232g and 34 CFR Part 99); and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, in accordance with the terms of this Agreement.

*In addition*, the School Officials will promptly report to Police Officials any activity of students who reside in the Village or attend North Campus, which arises on school property or at a school-related function, that involves or is suspected to involve:

1. Criminal gang activity;
2. Criminal sexual offenses;
3. Any violation of Article 24 of the *Criminal Code*, 720 ILCS 5/24-1 *et seq.*, or weapons such as guns and knives, explosives, impact devices, or any item used as a weapon;
4. Fights or other violent activity which the School District reasonably believes may carry over into the community;
5. Hate crimes;
6. Other activities involving students which threaten the safety of students or any other person on or off School District property; or
7. Any state or federal crime occurring or which has occurred on school property or at a school event which the School District reasonably believes might carry over into the community.

Where violence or other activity poses an imminent threat to the safety of students or any other person, the information will be shared as soon as possible; otherwise, the information will be shared not later than two business days after the information becomes known to School Officials or Police Officials.

**B. Limitation on Release of Juvenile Law Enforcement Records.**

1. As provided by Sections 1-7(a)(8) and 5-905 of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations:
  - i. Law enforcement officials will disclose to School Officials juvenile law enforcement records when police officials believe there is an imminent threat of physical harm to students, school personnel, or others. Inspection and copying of juvenile law enforcement records by School Officials shall be limited to the records of a minor enrolled in the School District who has been taken into custody or arrested for one of the offenses enumerated in Section 1-7(a)(8) or 5-905.
  - ii. Any juvenile law enforcement record information provided to School Officials about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written juvenile law enforcement records.

2. Notwithstanding anything to the contrary contained in subsection II.B.1, the Village may withhold law enforcement records and information if the Village determines that release of records or information would: (i) create a threat of harm to any person that outweighs the preventative benefit of sharing the information, as determined by the Village, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person's privacy.

- C. Release of Non-Juvenile Law Enforcement Records. Upon request of School Officials, and to the extent allowable by law, Police Officials will share with School Officials law enforcement record information that relates to a student enrolled in one of the School District's schools who is 18 years of age or older.

Except when disclosure is otherwise required by law, Police Officials may withhold non-juvenile law enforcement records and information if the Village determines that release of records or information would: (i) create a threat of harm to any person that outweighs the preventative benefit of sharing the information, as determined by the Village, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person's privacy.

Police Officials shall not withhold from School Officials any type of information that would be available to the public under the Illinois *Freedom of Information Act* (FOIA).

- D. Reporting of Detentions. As required by Section 22-20 of the Illinois *School Code*, Police Officials shall report to the School District's Principal or designee whenever a student is detained for proceedings under the *Juvenile Court Act* or for any criminal offense or any violation of a municipal or County ordinance. The report shall include the basis for the detention, the circumstances surrounding the detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur and with the disposition of the matter.
- E. Interpretation. Nothing in this Section II shall be interpreted to: (i) prohibit the Police Officials from sharing additional information with the School District; or (ii) allow the Police Officials to withhold from the School District any information or records that would otherwise be available to the School District pursuant to the Freedom of Information Act or any other statute.

F. Confidentiality and Records

1. Confidentiality of Records and Criminal Activity Information. Any law enforcement and student records subject to disclosure under this Agreement shall not be disclosed or made available in any form to any person or agency other than as set forth in this Agreement or as authorized by law or court order. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information. Such procedures shall be designed to also ensure that any criminal activity information is not available to other employees, or any persons other than as authorized by this Agreement or by law.
2. Non-Educational or School Records.
  - i. School Officials shall follow State and federal laws regarding student records.
  - ii. All juvenile law enforcement reports and records shared by Police Officials with School Officials shall be kept in a secure location and shall not be a public record. Such information shall be kept separate from and shall not become a part of the student's official school record. The information shall be used by School Officials solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.

G. No Restriction on Authority. This Agreement shall not act to restrict either Party's authority provided under law to release of information to the other Party made in accordance with applicable law, as may be amended from time to time.

H. Pre-Existing Reciprocal Reporting Agreement. This Agreement controls and supersedes, in its entirety, any prior agreements between the Village and School District as it relates to the relationship between the Parties related to reciprocal reporting.

III. **VILLAGE ACCESS TO IMAGES FROM SCHOOL DISTRICT DIGITAL SECURITY CAMERAS**

The School District and the Village agree to the security camera access protocols set forth in Exhibit C. The Exhibit C protocols may be revised pursuant to agreement between the Superintendent and Chief without the need for amendment to this Agreement. Revised protocols shall be signed by the Superintendent and Chief and attached to this Agreement as a revised Exhibit C.

**IV. THE SCHOOL RESOURCE OFFICER PROGRAM**

A. Selection of the School Resource Officer. The Parties acknowledge that the selection of the School Resource Officer to serve at the North Campus is a critical aspect of the Program and that it is important for the Parties and the school community to have a positive perception of and relationship with the School Resource Officer. The School District, through the Superintendent or designee, and the Village, through the Police Chief or the Police Chief's designee ("**Supervisor**"), will work collaboratively to select the School Resource Officer. The Village will provide to the School District police officers who are in good standing with the Village and with the following desired qualifications for review, all as determined by the Village:

1. Illinois Certified Police Officer;
2. Attended a 40-hour Basic School Resource Officer training class (to be obtained within 6 months of start of assignment); the School Resource Officer must have a current certificate of completion of the Illinois Law Enforcement Training and Standards Board SCHOOL RESOURCE OFFICER course, including specific training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs, or ILETSB approved waiver of such training, (within 1 year of assignment) and renewal of such training or waiver as required by the ILETSB. (50 ILCS 705/10.22; 105 ILCS 5/10-20.68);
3. Trained in handling an active school shooter and knowledge of school safety planning;
4. Demonstrated effective verbal, written, and interpersonal skills including public speaking;
5. Knowledge of, and experience in, matters involving cultural diversity and educational equity; and
6. Affinity for young people; calm, patient, approachable, self-directed, and collaborative; and proven experience working effectively with youth;
7. Demonstrated ability to work successfully with diverse populations, including with persons with physical and mental disabilities, and commitment to making students and community members of all backgrounds feel welcomed and respected; and
8. Demonstrated commitment to de-escalation, diversion, and restorative justice, and an understanding of crime-prevention, problem-solving, and community policing in a school setting.

The Village will include the School District in the School Resource Officer candidate interview process and otherwise consult with the School District in the

School Resource Officer selection process. The Village shall assign the School Resource Officer only after receiving input and a recommendation from the Superintendent or the Superintendent's designee. The Village will give due consideration to, and make reasonable efforts to accommodate, the School District's recommendations for School Resource Officer selection. Provided that this process set forth herein is followed, the School District acknowledges and agrees that the Village shall have the sole and absolute discretion to make the final selection and appointment of the School Resource Officer.

- B. Relationship. The School Resource Officer shall remain an employee of the Village and will at all times abide by all personnel rules of the Village and any applicable collective bargaining agreement. As an employee of the Village and not the School District, the School Resource Officer shall not be entitled to any benefits that the School District provides to its employees. The Village shall be fully responsible to the School Resource Officer for the payment of all employee compensation and benefit obligations. The Village shall maintain payroll, attendance, and performance evaluation records.
  
- C. Supervision.
  - 1. As an employee of the Village, the School Resource Officer shall be subject to the chain of command of the Police Department. When serving in the role of School Resource Officer, they shall coordinate and communicate with the Principal or Principal's designee regarding daily activities.
  
  - 2. In the event the School Resource Officer fails to abide by the terms of this Agreement, follow the policies and procedures of the School District, or perform the duties outlined in Exhibit A, the Superintendent or designee shall notify the Supervisor of the specific problems. The Superintendent or his or her designee and the Supervisor will work cooperatively to resolve the problems. If the School Resource Officer fails to remedy the problems within fifteen (15) days of the date of notification or a date agreed upon by the Parties, the Superintendent or designee may request a new School Resource Officer and work cooperatively with the Supervisor to appoint a new School Resource Officer in accordance with Section IV.A. Notwithstanding the foregoing 15 day remediation period, if the School District determines that the continued presence of the SRO is detrimental to the welfare of its students, the Village will remove the SRO immediately.
  
- D. Scope of Duties.
  - 1. The School Resource Officer shall serve on the North Campus. Nothing in this Agreement related to the School Resource Officer shall be interpreted to apply to property owned by the School District other than the North Campus.
  
  - 2. The scope of the School Resource Officers' duties and responsibilities is set out in Exhibit A, which may be changed or redefined at any time when

agreed upon in writing by both the Supervisor and the Superintendent or designee.

3. The Principal or the Principal's designee shall be primarily responsible for student code of conduct violations and routine disciplinary violations. In instances of student misbehavior that do not require a law enforcement response, the Principal or the Principal's designee shall determine the appropriate disciplinary response. The Principal or the Principal's designee should prioritize school- or community-based accountability programs and services, such as peer mediation, restorative justice, and mental health resources, whenever possible.
4. The School Resource Officer shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers. The School Resource Officer shall not use police powers to address school discipline issues, including non-violent disruptive behavior that do not rise to the level of violating the law. The School Resource Officer shall read and understand the student code of conduct for both the School District and the North Campus. The School Resource Officer, in the School Resource Officer's discretion, may investigate and respond to criminal and unlawful misconduct. The School District may determine whether to refer non-violent misconduct to the SRO or Police Official for law enforcement processing.
5. The Parties acknowledge that many acts of student misbehavior that may contain all the necessary elements of a criminal offense are best handled through the school's disciplinary process. The Principal or the Principal's designee and the School Resource Officer shall use their reasoned professional judgment and discretion to determine whether they desire School Resource Officer involvement for addressing student misbehavior. In such instances, the guiding principle is whether misbehavior rises to the level of criminal conduct that poses (1) real and substantial harm or threat of harm to the physical or psychological well-being of other students, school personnel, or members of the community or (2) real and substantial harm or threat of harm to the property of the school.
6. For student misbehavior that requires immediate intervention to maintain safety (whether or not the misbehavior involves criminal conduct), the School Resource Officer may take reasonable measures to deescalate the immediate situation and to protect the physical safety of members of the school community. To this end, school personnel may request the presence of the School Resource Officer when they have a reasonable fear for their safety or the safety of students or other personnel.
7. The School Resource Officer should conduct him/herself in a professional manner to maintain respect and integrity within the school community. The School Resource Officer should maintain a caring attitude towards students and remain sensitive to the problems of students and staff in the school

environment. The School Resource Officer shall read and understand the policies concerning student behavior and the student code of conduct for the School District.

- E. Schedule. The School Resource Officer shall be assigned to the North Campus beginning on the days all teachers return to work in the fall and ending on the last day of student attendance in the spring, as detailed on the School District Calendar, and shall be assigned to be on duty every school day throughout each regular school year, commencing prior to the start of the first class period and ending after the last class period, unless: (i) the School District informs the Village that the School Resource Officer is not needed during those times; (ii) as directed by the Village in an emergency; (iii) the School Resource Officer has training, provided that the times of absence are preapproved by the School District, which approval may not be unreasonably withheld; or (iv) as otherwise agreed to by the School District and Village. Notwithstanding anything contained herein to the contrary, the School District acknowledges that there may be days where the School Resource Officer is not on duty due to the School Resource Officer being in court, sick, injured, on family or medical leave, maternity or paternity leave, or other reasons pursuant to the collective bargaining agreement or other employment policies of the Village.

If the School Resource Officer is not able to report to duty at the North Campus on a given day, the Village will make best efforts to have an officer check in with the Principal's Office, walk through the building, and drive through the parking lot. Both parties agree that, in the event the School Resource Officer is out on family or medical leave or otherwise will have an extended absence for any reason, the Village will assess availability and, if requested by the District, will use reasonable efforts to provide an interim School Resource Officer until the assigned School Resource Officer can return or be permanently replaced, provided that the provision of an interim School Resource Officer does not interfere with police operations or put additional strain on the Village's staffing levels. Further, both parties agree that, in such circumstances, the parties will coordinate and discuss additional options for ensuring School Resource Officer services are provided, to the extent possible, until the assigned School Resource Officer can return from leave. If possible, the interim officer will have School Resource Officer or juvenile officer training and experience. The District will reduce the scope of the School Resource Officer duties for interim officers to focus primarily on safety and security issues as appropriate given the experience of the officer and length of interim service. The Parties may agree to increase the consistency or level of support to be provided by the Village during absences of the School Resource Officer, such as by designating or providing additional officers, and will amend this Agreement pursuant to Section V.G to effectuate such agreement as appropriate. However, notwithstanding the foregoing, the School District may determine that providing an interim officer would cause disruption or would otherwise not be necessary and may decline the provision of an interim officer.

F. Evaluation of the School Resource Officer and the Program.

In the spring of every odd-numbered year commencing in 2027, the School District will seek community and stakeholder input on the Program, which will be obtained in the manner determined by the School District and may be accomplished through a committee. The Superintendent or designee and Supervisor then will meet to evaluate the Program with respect to goals previously set, considering any community and stakeholder input in accordance with 105 ILCS 5/10-20.68, and set goals for the next two-year Program cycle (and may revise Exhibit A to address the goals), and establish methods to monitor progress. The biennial discussion of the overall relationship of the Parties pursuant to Section V.E also may be conducted at this meeting.

G. Cost.

1. *Amount.* The School District shall pay to the Village sixty-five percent (65%) of the total salary and costs for all benefits paid by the Village to or for the School Resource Officer and incurred by the Village as a result of employing the School Resource Officer, including, without limitation, healthcare and pension benefits, costs for any overtime duty that is the direct result of the School Resource Officer services rendered to the School District or any other costs for the School Resource Officer while the School Resource Officer may be out on medical or other type of approved or required leave. The School District acknowledges that the total wages and benefits paid to the School Resource Officers will be determined by the Village and subject to an annual cost-of-living adjustment and other increases in each calendar year, in an amount to be determined by the Village. The Village will provide advance notice to the School District of any known annual increases in costs under this paragraph.
2. *Training Costs.* The School District will pay the costs of training provided to the SRO by the School District. All costs of training required by law or by the Village shall be paid by the Village.
3. *Overtime Costs.* In the event that the School District requests the School Resource Officer to provide services before the start of the first class period, after the last class period, or on weekends or other days that are not part of the normal scheduled school hours and the total hours of SRO service exceed forty (40) hours in a week, the School District shall reimburse the Village for sixty-five percent (65%) of all overtime expenses incurred by the Village to pay the School Resource Officer.
4. *Invoices.* The Village shall issue to the School District monthly (12) invoices for the salary and benefits earned by the School Resource Officer, and the School District agrees to pay each invoice in accordance with the *Local Government Prompt Payment Act*, 50 ILCS 505/1 *et seq.*
5. *Grants.* Upon request of the Village, the School District shall work cooperatively with the Village to pursue any grant funding that may be

available to mitigate the costs of providing a School Resource Officer to the School District pursuant to this Agreement.

H. Training.

1. In accordance with Section 10-20.68 of the Illinois School Code, the School Resource Officer shall complete the Illinois Law Enforcement Training and Standards Board School Resource Officer course or an ILETSB approved waiver of such training shall be obtained, within one year of the School Resource officer's assignment, and such training or waivers shall be updated annually or as required by the ILETSB. Within 30 days of the completion of such training or approval of waiver thereof and any renewal of such training or waiver, the Village will provide the School District with evidence of completion of such training or approved waiver. (50 ILCS 705/10.22; 105 ILCS 5/10-20.68); The SRO also shall complete other law enforcement training as required by law.
2. The School Resource Officer shall attend specified training at or through the District on topics the School District deems important, which topics may include those professional development topics under Sections 10-22.6(c-5) and 27-23.7 of the School Code as well as other relevant topics. Where practicable, the School District shall also encourage school administrators working with the School Resource Officer to undergo training with the School Resource Officer to enhance their understanding of the School Resource Officer's role and the issues encountered by the School Resource Officer. The Parties may also agree to other trainings for the SRO provided outside the District's training program.

I. Student Records.

1. For purposes of the *Illinois School Student Records Act*, 105 ILCS 10/, and the *Family Educational Rights and Privacy Act of 1974*, 20 U.S.C. 1232(g), the School Resource Officer shall be considered a school official and agent of the School District. As such, the School Resource Officer shall have access to student records only as necessary for the fulfillment of his/her duties as prescribed in this Agreement. The School Resource Officer shall keep all student records confidential except if disclosure is required by law. The School Resource Officer shall disclose student records only in circumstances and in a manner authorized by State and federal law.
2. Consistent with Section 10/2(d) of the *Illinois School Student Records Act*, reports of the School Resource Officer shall be deemed the reports of a law enforcement professional and shall not be considered a student record. 105 ILCS 10/2(d). For purposes of the *Family Educational Rights and Privacy Act of 1974*, 20 U.S.C. 1232(g), the School Resource Officer designated to work with the School District pursuant to this Agreement shall be considered a law enforcement unit of the school such that the records created by

School Resource Officer for the purpose of law enforcement shall not be considered educational records.

- J. Detainment and Questioning of Students on School Grounds. Before detaining and questioning a student on school grounds who is under 18 years of age and who is suspected of committing a criminal act, a law enforcement officer or school resource officer must comply with Section 22-88 of the *School Code*, including, as applicable, the processes for notification to parent or guardian, and reasonable efforts to ensure the presence of parent/guardian or specified school staff as well as a law enforcement officer trained in interaction and communication with youth. 105 ILCS 5/22-88. School Officials will cooperate with the SRO or other law enforcement officer's actions to comply with these requirements.
- K. Use of Body Worn Cameras By Village Officers on School District Property.
1. The Parties agree that any use of body worn cameras ("**BWCs**") on School District property must be subject to and in compliance with federal, state and local regulations.
  2. The Village shall use its best efforts to notify the School District at least two months before the School Resource Officer begins use of BWCs and provide a copy of the Village policy on use of BWCs required by statute, and the Village shall provide written information. The School Resource Officer shall be trained in the operation of the equipment prior to its use.
  3. To maximize the effectiveness of the BWCs and the integrity of the video documentation, the School Resource Officer shall adhere to the objectives and procedures outlined in this Agreement and the Village's written policy regarding the use of BWCs adopted in accordance with *Law Enforcement Officer-Worn Body Camera Act (50 ILCS 701/10- 1 et seq.)*. The responsibilities of the School Resource Officer in the schools consist largely of the performance of non-enforcement related activities, including community caretaking, educational, and other non-law enforcement activities contemplated. As such, the School Resource Officer's BWC will normally remain in an inactivated (buffering) mode unless the School Resource Officer is responding to calls for service or engaged in any law enforcement-related encounter or activity.
  4. The Village may, in its discretion, and if not otherwise prohibited by law, provide to the School District copies of any such filming of students, parents, employees or others upon school property, upon request for such copies by the School District, as a law enforcement record. In the event that the Village receives advice that providing a copy of such videos is prohibited, the Village agrees to utilize reasonable efforts to facilitate the availability of its officer(s) that made the video to testify, upon request by the School District, in any school disciplinary hearing concerning their knowledge of the facts and circumstances of the videoed incident. Any such film or video taken by and kept in the possession of the School Resource Officer or the

Village may be considered law enforcement records under the *Family Educational Rights and Privacy Act* (20 U.S.C. §1232g and 34 C.F.R. §99.8) and *Illinois School Student Records Act* (105 ILCS 10/2(d)). Any copy of such film or video, if permitted by law to be provided to the School District, may become an educational record of the School District.

*Notice to School District of Recording.* The Village will notify the School District point of contact prior to releasing pursuant to FOIA a body-worn camera video filmed on the North Campus containing images of a student(s) or School District employee(s) unless such notification would violate the law.

- L. Integrating the School Resource Officer into the School. The Parties acknowledge that proper integration of the School Resource Officer can help build trust, relationships, and strong communication among the School Resource Officer, students, parents/guardians, and school personnel.
1. *School Community.* The School District shall be responsible for ensuring that the School Resource Officer is introduced to the school community, including students, parents/guardians, and staff. The introduction shall include information about the School Resource Officer's background and experience, the School Resource Officer's role and responsibilities, what situations are appropriate for School Resource Officer involvement, and how the School Resource Officer and the school community can work together, including how and when the School Resource Officer is available for meetings and how and when the school community can submit questions, comments, and constructive feedback about the School Resource Officer's work. The introduction for parents/guardians shall include information on procedures for communicating with the School Resource Officer in languages other than English. The School Resource Officer shall also initiate communications with students and teachers to learn their perceptions regarding the climate of their school.
  2. *Meeting with School Staff.* The School Resource Officer shall regularly be invited to and attend staff meetings and assemblies. The School Resource Officer's supervisor shall also meet monthly with designated school staff to monitor the program. School Resource Officer shall be invited to participate in educational and instructional activities and training, such as instruction on topics relevant to criminal justice, racial profiling, equity, cultural responsiveness, and public safety issues.
  3. *Integration with Individual Students.* The School Resource Officer may benefit from knowledge of accommodations or approaches that are required for students with mental health, behavioral, or emotional concerns who have an individualized education program ("IEP") under the Individuals with Disabilities Education Act or a plan under Section 504 of the Rehabilitation Act ("504 Plan"). School personnel shall notify parents/guardians of such students of the opportunity to offer the School Resource Officer access to

the portions of the IEP or 504 Plan that address these accommodations or approaches. It is within the sole discretion of the parents/guardians to decide whether to permit the School Resource Officer to review such documents. If a parent/guardian provides such permission, the School Resource Officer shall review the documents and the school shall make available a staff member who can assist the School Resource Officer in understanding such documents.

4. *Emergency Management Planning.* The School Resource Officer shall participate in any School District and school-based emergency management planning, including, but not limited to, the annual review of the school's emergency and crisis response plan and its procedures for law enforcement to rapidly enter school buildings in the event of an emergency. School Safety Drill Act, 105 ILCS 128/25, 50. The School Resource Officer shall also participate in the work of any school threat assessment team to the extent any information sharing is consistent with obligations imposed by the Family Educational Rights and Privacy Act ("FERPA") and Illinois School Student Records Act ("ISSRA"). 20 U.S.C. § 1232g; 105 ILCS 10/ et seq. (see Section IV.I.).
- M. The School District shall provide the School Resource Officer an office at the North Campus.
- N. The School District and the Village agree to the security protocols set forth in Exhibit B. The Exhibit B protocols may be revised pursuant to agreement between the Superintendent and Chief without the need for amendment to this Agreement. Revised protocols shall be signed by the Superintendent and Chief and attached to this Agreement as a revised Exhibit B.

## **V. OTHER TERMS AND CONDITIONS**

- A. Complete Agreement. As of the commencement of the term of this Agreement pursuant to Section V.E below, this Agreement replaces and supersedes the agreements signed between the Parties on August 27, 2018, and July 28, 2023, and April 22, 2024, and sets forth all the covenants, conditions, and promises between the Parties. As of the commencement of the term of this Agreement, to the Parties' knowledge, there will be no covenants, promises, agreements, conditions or understandings between the Parties, either oral or written, other than those contained in this Agreement related to the School Resource Officer, sharing of information, and the sharing of digital camera footage. In the event such agreements exist, the Parties further agree that this Agreement replaces and supersedes those agreements.
- B. Relationship of the Parties. Nothing in this Agreement shall be construed to consider any Party, or its respective employees or agents, as the agents or employees of the other Party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the Village and the School District. No Party

shall become bound, with respect to third parties, by any representation, act, or omission of the other Party. This Agreement is for the benefit of the Parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.

C. Indemnification.

1. To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the Village, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities (the **“Village Indemnified Parties”**) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the Village Indemnified Parties arising out of any activity of the School District in performance of this Agreement, or any act or omission of the School District or of any employee, agent, contractor, or volunteer of the School District (the **“School Indemnitors”**), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the School Indemnitors.
2. To the fullest extent permitted by law, the Village agrees to indemnify and hold harmless the School District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the **“School Indemnified Parties”**) from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys’ fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the Village in performance of this Agreement, or any act or omission of the Village or of any employee, agent, contractor or volunteer of the Village (the **“Village Indemnitors”**), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the Village Indemnitors.
3. Nothing contained in Section V.C or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to the School District or the Village under the *Illinois Local Governmental and Governmental Employees Tort Immunity Act*.
4. For the purposes of this Agreement, any injury incurred by the School Resource Officer for which that School Resource Officer would be entitled to benefits under the worker’s compensation statutes of this State shall be the obligation of the Village, and the School Resource Officer shall, at all times, be considered, for worker’s compensation purposes, to be an employee of the Village. Each Party shall bear its own costs for workers’ compensation and employee benefits, unless otherwise noted in this Agreement.

D. Insurance Requirements. During the term of this Agreement, each party agrees to have the other party and their respective affiliates (i.e., appointed and elected officials, officers, board members, employees, and agents) expressly named as additional insureds on a primary and non-contributory basis on its Liability coverages required below with the exception of Workers' Compensation as relates to services performed under this agreement. Each party shall provide the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts:

1. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 general aggregate.
2. Law Enforcement Liability - \$1,000,000 per occurrence and \$2,000,000 general aggregate (*required for the Village only*).
3. Umbrella / Excess coverage - \$5,000,000 per occurrence and \$5,000,000 general aggregate.
4. Workers' Compensation – Statutory.

Upon written request, each party agrees to furnish to the other party certificates of insurance evidencing the coverages required above. The General Liability and Umbrella or Excess Liability insurance shall include Sexual Misconduct coverage. The Umbrella or Excess Liability policy shall provide follow form coverage to the General Liability and Law Enforcement Liability policies. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. Each party shall also carry, during the life of this Agreement, a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois

In the event of the cancellation of any insurance policy required herein, or upon either party's failure to procure said insurance, either party shall have the right to immediately terminate this Agreement.

E. Term and Renewal. The term of this Agreement shall commence on July 1, 2026, and shall be in full force and effect for a period of one year thereafter. This Agreement shall automatically renew for successive one-year periods of July 1 to June 30 unless terminated as provided below. In the spring of every odd-numbered year commencing in 2027, the Parties shall meet and discuss their relationship under this Agreement.

F. Termination. This Agreement may be terminated by the Village at any time upon 60 days advance written notice to the School District. This Agreement may be terminated by the School District at any time upon six months advanced written notice to the Village. Section III (Village Access to Images from School District Digital Cameras) of this Agreement may be terminated at any time upon 30 days advance written notice by either Party without terminating the other Sections of this Agreement. Sections IV.G Cost and V.C Indemnification shall survive termination of this Agreement. In the event this Agreement is terminated by either Party, the

School District shall be reimbursed for any excess payments made pursuant to Section IV.G Cost. of this Agreement provided that the School District is not in breach of this Agreement.

- G. Amendments and Modifications. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly signed by an authorized representative of each Party.
- H. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- I. Assignment. Neither Party hereto may assign its respective rights or duties hereunder.
- J. Waiver of Breach. If either Party waives a breach of any provision of this Agreement by the other Party, that waiver will not operate or be construed as a waiver of any subsequent breach by either Party nor shall it prevent either Party from enforcing such provisions.
- K. Compliance with All Laws. The Village and School District shall observe and comply with the laws, ordinances, regulations, codes of Federal, State, and County agencies that may in any manner affect the performance of this Agreement.
- L. Exhibits. Exhibit A, B, and C are incorporated into and made part of this Agreement.
- M. Interpretation. Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative works or other genders. Words importing the singular shall include the plural and vice versa unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligation of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of this Agreement.
- N. No Waiver of Tort Immunity. Nothing in this Agreement shall be interpreted as, or act as, a waiver of any immunities or limitations of liability provided to the Village by the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*
- O. Waiver of Breach. If either Party waives a breach of any provision of this Agreement by the other Party, that waiver will not operate or be construed as a waiver of any subsequent breach by either Party nor shall it prevent either Party from enforcing such provisions.

- P. Third Party Beneficiary. This Agreement shall not be construed as to create a duty on a Party to a nonparty or a right of a nonparty to enforce any provision of this Agreement, even a provision whose enforcement would benefit the nonparty.
- Q. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives. However, the term of the Agreement shall commence on the date set forth in Section V.E.
- R. Corporate Authority. Each Party represents and warrants that the person whose name appears on the signature page below is or has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that Party. Following initial approval of this Agreement by the Village Board and the School District Board and except for amendment of this Agreement, the Village Manager and the Superintendent, or their designees, shall have authority to execute and do all actions contemplated to be done by the Village and the School District respectively under this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this agreement by their property officers duly authorized to execute the same.

BOARD OF EDUCATION OF  
LYONS TOWNSHIP  
HIGH SCHOOL DISTRICT 204

VILLAGE OF LA GRANGE

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title: Board President

Title: Village Manager

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Name:

Name:

Title: Board Secretary

Title: Village Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

Duties and Responsibilities of School Resource Officer

The La Grange police officer assigned to the School District as its School Resource Officer may have the following duties and responsibilities:

Educational Responsibilities

1. Work cooperatively with administrators and staff to plan and schedule appropriate student lessons in topics including, but not limited to, safety, gang/violence and drug/alcohol resistance education.
2. Provide training for staff on the role of the School Resource Officer as well as on topics of interest and importance to the staff related to the School Resource Officer's expertise.
3. Work collaboratively with administrators to arrange and participate in parent/community education sessions.

School Resource Officer Responsibilities

1. Promote a positive, mutually respectful relationship and enhance communications between police officers, students, staff, and parents at the School District.
2. Be available to students, staff, parents, and school community organizations as a resource; maintain office hours each day to facilitate open communication.
3. Interact with students as a positive role model, especially during lunch and social-interactive periods.
4. Collaborate on a regular basis with administrators, keeping clear lines of communications with designees identified by the Superintendent or their designees on a daily basis. This shall include, but not be limited to, apprising the Superintendent and School District Administrators of criminal and non-criminal situations encountered, current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
5. Collaborate with Student Services personnel to identify behaviorally at-risk students, establish a working relationship with such students, and develop interventions to prevent delinquent behavior. This includes troubled, delinquent, neglected, or abused students.
6. Assist administrators in investigating and responding to student conduct in violation of the School District Student Handbook and School District and building behavior policies, including assisting, when requested, with inspections and searches and testifying at suspension review and expulsion hearings.
7. Make arrests and issue citations and court referrals to students when necessary and appropriate outside the school disciplinary process, acknowledging the goal of the Parties under this Agreement to minimize student arrests and court involvement, and provided the School Resource Officer shall not issue tickets or citations to students for violations of the municipal code occurring on school grounds during school hours or while the student is taking school transportation. 105 ILCS 5/10-20.68, 10-22.6.
8. Become familiar with the attendance area of the School District in terms of delinquency patterns, trouble spots, neglect of minors who are students of the school, and other related problems. Coordinate with School District officials in making necessary incident and situational referrals to other agencies. Any matters that concern a student's immigration status shall be handled in a manner consistent with District procedures and Illinois law, including, but not limited to the provisions of Section 22-105 of the School Code prohibiting denial of a free education based on immigration status.

9. Participate when requested in the School District review of safety plans and the conducting of school safety drills. Nothing herein shall be interpreted to impose liability on the Village for the School District's safety plans and drills. The School District acknowledges and agrees that it is responsible, when necessary, to obtain its own consultants to develop safety plans and school safety drills.
10. Facilitate communication between the La Grange Police Department and the School District. Commencing with the 2027-2028 school year, the School Resource Officer shall meet with the Principal or Principal's designee on at least a monthly basis to review student referrals to law enforcement to assist the School District in complying with the ISBE referral reporting requirements under the School Code. 105 ILCS 5/2-3.206, 10-20.68.
11. Play role in lockdown, searches, evacuation and other drills. Notwithstanding the foregoing, the School District acknowledges that it has authority can initiate a lockdown, search, evacuation, and other drills whenever it determines it is appropriate to do so, regardless of whether they have consulted with the School Resource Officer.
12. Providing supervision when present at extracurricular and athletic events, including school dances, games, and other events.
13. Serving as a resource from time to time for specific classroom instruction and curriculum development, including such things as gang education, substance abuse prevention, applicable laws, the rights of citizens interacting with police, the consequences of arrests, and related matters.
14. Maintain familiarity with the School District Code of Conduct.
15. Attend disciplinary meetings with students and parents only upon request by School District administration, and when deemed appropriate by the School Resource Officer.
16. Serve as consultant to the School District in matters of crime prevention, law enforcement, community youth services and other related matters.
17. Develop and maintain familiarity with community delinquency patterns, trouble spots, and other community problems.
18. Assist in preventing truancy, in processing truancy cases, and in making home visits when requested and determined to be appropriate by the School Resource Officer provided that the parties understand that school personnel cannot refer a student to the School Resource Officer for the issuance of a fine or fee to the student for truancy.
19. Assist in the supervision of extra-curricular activities, if approved by the Village Chief of Police and as requested.
20. Provide educational presentations to students on bullying, violence prevention and management, and drug and alcohol resistance, as requested.

#### Security Responsibilities

1. The School Resource Officer shall endeavor to be visible during school entrance and dismissal times as well as during passing periods.
2. Assist with supervision of co-curricular school activities both at home and away, as approved by the Village Chief of Police and requested.
3. Assist staff in the event of an emergency.
4. Supervise parking lots and automobile traffic near the school and prevent loitering and trespassing on school property when requested to do so.

5. Check for unauthorized persons in and around School District premises and assist School District officials in handling incidents involving persons trespassing and committing criminal acts on School District Property.

General

1. Carry his/her service weapon, badge, handcuffs, and other equipment as determined by the Police Chief.
2. Participate in periodic training through the Illinois School Resource Officers Association, National Association of School Resource Officers, or similar organizations.
3. Proactively work with school personnel to prevent crime on school grounds, protect students and staff and provide a safe and secure school environment. This includes, but is not limited to, patrolling the school and grounds, monitoring pedestrian and vehicular traffic on school grounds.
4. For purposes of the La Grange Police Department, the officer reports directly to the Supervisor at the La Grange Police Department.
5. Participate in all in-service training and certification requirements that apply to all certified officers of the La Grange Police Department.