

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF CREST HILL, CHANEY-MONGE SCHOOL DISTRICT 88, AND
RICHLAND SCHOOL DISTRICT 88A**

THIS AGREEMENT is made and entered into by and between the CITY OF CREST HILL, Will County, Illinois ("CITY"), an Illinois Municipal Corporation, **CHANEY-MONGE SCHOOL DISTRICT 88, and RICHLAND SCHOOL DISTRICT 88A**, Will County, Illinois ("DISTRICTS"), Illinois Public School Districts (collectively, the "Parties").

WITNESSETH

WHEREAS, this Agreement has been prepared to comply with Sections 10-20.14 and 22- 20 of the Illinois School Code (105 ILCS 5/10-20.14, 5/22-20), Section 1-7 of the *Juvenile Court Act of 1987* (705 ILCS 405/1-7) and (705 ILCS 405/5-915), Section 6(a)(6.5) of the *Illinois School Student Records Act* (105 ILCS 10/6(a)(6.5)) and the *Family Educational and Privacy Rights Act* (20 U.S.C. 1232(g)); and

WHEREAS, DISTRICTS and CITY desire to approve and enter into a reciprocal reporting agreement pursuant to State and federal laws that imposed certain reporting requirements on local law enforcement agencies and public schools to enhance the cooperation, reporting and communications to improve the flow of information between educators and law enforcement personnel relating to violent or criminal activity by-minor students in an effort to rehabilitate the offender, but also to protect the other students and school employees; and

WHEREAS, this Agreement is entered into and maintained to foster cooperation and improve the flow of information between DISTRICTS and CITY's local law enforcement agency (the Crest Hill Police Department "DEPARTMENT"); and

WHEREAS, the cooperation and flow of information is essential to providing the safe, healthy, and violence-free school environment to which all students are entitled, and which all students need to thrive and learn; and

WHEREAS, DISTRICTS and CITY, through collaboration, will endeavor to ensure a safe, secure, drug and violence free school environment designed to maximize effective teaching and learning, without fear of violence or intimidation; and

WHEREAS, the proposed use of a School Resource Officer ("SRO") program will permit DEPARTMENT to work directly within the environment of the DISTRICTS K-8 schools in conjunction with school officials towards a prevention-orientation and facilitate increased attention on youth problems, concerns, and unlawful activities on a proactive, rather than reactive basis. The express goal is to preserve an environment conducive to furthering educational goals for the school students; and

WHEREAS, DISTRICTS and CITY are authorized to enter into this Agreement pursuant to Article VII, Section 10(a) of the Illinois Constitution of 1970 and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 et seq.), and they have each determined that the approval of and entering into this Agreement is in the best interests of the public and the minor students who attend and the employees who work at DISTRICTS.

NOW THEREFORE, in consideration of the recitals incorporated herein, and made part of this Agreement, it is hereby mutually agreed by and between DISTRICTS and CITY as follows:

SECTION 1: Purpose and Governing Principals

1. Purpose:

- a. The SRO program provides DISTRICTS' administrators with law enforcement resources and expertise to assist with maintaining safety, security, order, and discipline in the school environment and to bridge the gap to related community services. The SRO program is intended to ensure that no student's right to receive an education is jeopardized by violence or disruption. As such, this IGA clarifies the responsibilities of the CITY and DISTRICTS, the roles of the SRO and DISTRICTS' administrators, and the scope of their authority in the administration of the SRO program.
- b. The IGA outlines the reporting requirements of local law enforcement agencies and public schools to enhance the cooperation, reporting and communications to improve the flow of information between educators and law enforcement personnel relating to violent or criminal activity by minor students to rehabilitate the offender, but also to protect the other students and school employees.

2. Non-Discrimination: The Parties agree that in compliance with the law, the Parties shall administer the SRO program and reciprocal reporting responsibilities without discrimination against any person on the basis of color, race, nationality, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, order of protection status, actual or potential marital or parental status, including pregnancy. Under no circumstances will any representative of the Parties engage in any conduct in violation of state or federal anti-discrimination law in their interactions with students including, but not limited to, any type of retaliation for reporting, alleging or filing a complaint concerning any alleged discrimination.

3. Cooperative Efforts:

- a. The presence of the SRO at schools is not intended to usurp the rights and responsibilities of the Building Principals or designees to enforce the rules of student conduct and to administer discipline in the schools.
- b. The Parties acknowledge that not every criminal act will be handled through the criminal justice system. There will be times when the administration of typical school discipline, such as detention, withdrawal of privileges, and/or suspension and the possible availability of intervention services, depending upon the situation, will be sufficient to address behaviors that may constitute crimes.
- c. In deciding when to resort to the criminal justice system in lieu of or in addition to school discipline, the Building Principal or designee and the SRO shall confer and each strive to accommodate the opinions of the other regarding how best to handle a particular situation, when practical. Final discretion regarding whether to charge an individual with an ordinance, or criminal violation lies with the SRO, DEPARTMENT and/or Will County State's Attorney's Office.
- d. Threat Assessment Team. The SRO will serve as a member of DISTRICTS' Threat Assessment Team. As a member of the DISTRICTS' Threat Assessment Team, the SRO

shall follow the DISTRICTS' Threat Assessment policies and procedures.

SECTION 2: Joint Obligations and Responsibilities of the DEPARTMENT and DISTRICTS

1. DISTRICTS and DEPARTMENT Designee may, as they deem necessary and upon written notification, designate different persons to the respective positions of "Appropriate School Official" and "Appropriate Law Enforcement Representative;"
2. The DEPARTMENT Chief, or their designee, shall provide DISTRICTS with the names and titles of a primary contact (generally the assigned SRO) and two back-up contacts, who will have the primary responsibility for implementing these guidelines on behalf of the DEPARTMENT. Any person designated by the DEPARTMENT Chief shall be considered an "Appropriate Law Enforcement Representative."
3. DISTRICTS shall provide the DEPARTMENT Chief (or designee) with a list of administrators to be contacted as needed. The list will contain regular and emergency telephone numbers for the administrators. The administrators identified in the list shall be considered the "Appropriate School Official," for purposes of Section 1-7(A)(8) of the Juvenile Court Act. 705 ILCS 405/1- 7(A)(8).
 - a. At certain times, as may be necessitated by an urgent criminal matter, involving an imminent threat to the safety of self or others, the SRO, Chief (or designee) may need to access student directory information, including during evening and weekend hours. When in the course of an investigation, involving an imminent threat of safety, which happens during times when the School is otherwise closed and an Appropriate School Official, cannot be reached, the SRO or Designated Police Official, may access Student Directory information. The manner of access is to be prescribed and set forth by DISTRICT policy and procedure, the *Illinois School Student Records Act* ("ISSRA", 105 ILCS 10/1 et seq.), and the *Family Educational Rights and Privacy Act* ("FERPA", 20 U.S.C. 1232g). Disclosure of Directory Information is further limited by the following:
 - i. Student has not otherwise opted out of disclosure of Directory Information pursuant to their rights under FERPA.
4. Any Appropriate School Official and Appropriate Law Enforcement Official (collectively, the "Appropriate Officials") may communicate verbally with each other as deemed necessary. Said officials will arrange meetings, as needed, between school officials and individuals representing law enforcement to share information regarding criminal offenses committed by students consistent with this Agreement and to facilitate and review enforcement of this Agreement. Information and records shared at such meetings may be verbally communicated among said officials, except that Law Enforcement Records, as defined in Section 3.4.b.iii., below, must be provided in writing. Information in written form may be transmitted among the Appropriate Officials by any agreed-upon method, including, but not limited to, United States mail, personal delivery, or facsimile transmission, provided security safeguards are in place to ensure confidentiality. The SRO position is a rotating position as determined by the DEPARTMENT Chief in accordance with the terms of this Agreement.
 - a: Understanding the Family Educational Rights and Privacy Act ("FERPA"), 34 CFR § 99.37, is necessary to protect student confidentiality and allows the DISTRICT to equip SRO with appropriate student-related information. The DISTRICT and DEPARTMENT

mutually agree to share information as it pertains to the safety, security and well-being of students, staff and the School as allowed by law and in compliance with DEPARTMENT and DISTRICT policies and procedures. The SRO shall be provided training by the DISTRICTS as to compliance with FERPA.

5. The selection of the SRO will be made by the DEPARTMENT with input from DISTRICTS' staff personnel based on qualification, training, and overall suitability of the candidate in accordance with 105 ILCS 5/10-20.68 and 50 ILCS 705/10.22.
6. In order to maintain security of confidential, classified or restricted information and materials, DISTRICTS shall provide SRO with a securable office, lockable desk, lockable file cabinet, computer, desk, chairs, bulletin boards, telephone and any other office equipment deemed necessary to perform duties under this Agreement and mutually agreed upon by the parties.
7. The SRO shall be provided with training and access to the DISTRICTS' video security system on an as-needed basis.
8. SRO shall have key fob and/or master key access to DISTRICTS facilities.
9. DISTRICTS' and DEPARTMENT'S administrators will collaborate on SRO assignments for school holidays and other days and periods when school is not in session.
10. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the Officer with a collaborative performance appraisal process involving DEPARTMENT'S and DISTRICTS' administrators.
11. DISTRICTS and DEPARTMENT acknowledge and agree to adhere to their statutory reporting responsibilities.
12. The responsibilities of the Appropriate School Officials and Appropriate Law Enforcement Officials under this Agreement shall include providing information pertaining to activities occurring in school, on school grounds, off school grounds at school-related activities, or by or against school personnel.
13. 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 of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by DISTRICTS to provide information or otherwise cooperate in law enforcement investigations including, but not limited to, providing witness statements and testimony.
14. Where an activity reportable under this Agreement poses an imminent threat to the safety of students or community members, the information will be shared as soon as possible.
15. The Illinois Criminal Code and the *Juvenile Court Act* shall be incorporated herein as a reference for defining any terms in this Agreement.

SECTION 3: Obligations and Responsibilities of the DEPARTMENT

1. Provide School Resource Officer as a Full-Time Police Officer

a. Required Qualifications.

The DEPARTMENT and DISTRICTS have agreed that the DEPARTMENT will employ and provide DISTRICTS with a qualified police officer. The principal assignment of this individual will be to serve in the position of SRO.

b. The following qualifications and expectations apply to this assignment.

- i. State of Illinois certification as a police officer.
- ii. State of Illinois mandatory certification as a School Resource officer through Illinois Law Enforcement Training and Standards Board (ILETSB).
- iii. Training for School Resource Officer through the National Association of School Resource Officers (NASRO).
- iv. Ability and interest to function as a positive role model for students, to cooperate with DISTRICT administrators, faculty, and staff, and to promote a positive image of the DISTRICT and the DEPARTMENT.
- v. SRO must exhibit support and dedication to education, enhancing a positive relationship between youth, school, community, and law enforcement. The philosophy of the SRO must coincide with the *Juvenile Court Act* for purpose of "acting in the best interest of the minor child," while balancing the other expectations and obligations of such a multi-dimensional assignment.
- vi. The SRO will be a non-probationary Police Officer with a minimum three years police officer experience.

c. Background Checks. The DEPARTMENT shall conduct criminal background checks and a Faith's Law check of the SRO prior to being employed and beginning service as an SRO. The DEPARTMENT and DISTRICTS agree that this individual cannot serve as the SRO if the criminal background check reveals convictions that would prohibit SRO from working with children under Illinois law and specifically Section 10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9).

2. Assignment and Supervision of School Resource Officer(s): It is agreed that the DEPARTMENT will assign the SRO as follows:

- a. The DEPARTMENT shall be responsible for selecting and assigning officer(s) to the SRO position(s) who meets the qualifications set for this in this IGA; however, DISTRICTS may, after consideration of the police and school staff perceptions of service orientation, effectiveness, community support, SRO input, and student acceptance, may refuse or reject the assigned SRO or upon notice to DISTRICTS of unsatisfactory job performance by SRO may demand the assignment of a new SRO at any time.

- b. The CITY and DEPARTMENT shall maintain all employer and management rights of the SRO. The DEPARTMENT Chief, or their designee, shall supervise the SRO and coordinate the functions of the SRO program with DISTRICTS' Superintendent or designee.
- c. The DEPARTMENT shall supply the School Resource Officer with law enforcement supplies, and equipment for use by the Officer, and shall maintain payroll, attendance, and performance evaluation records. The School Resource Officer shall be compensated based upon the DEPARTMENT UNION's collective bargaining agreement salary.
- d. The SRO, DEPARTMENT Chief (or designee), and DISTRICTS' Superintendent (designee) shall meet on an as needed basis to discuss, coordinate and review the activities and services of the SRO.

SECTION 4: Obligations and Responsibilities of the School Resource Officer

1. General Obligations: The SRO shall perform the basic duties and responsibilities of a SRO with due diligence and to the best of their ability, including the following education responsibilities, officer responsibilities and security responsibilities. They may also be asked to perform police duties, on special projects for the DEPARTMENT, as assigned by the DEPARTMENT Chief, during such hours or periods when not otherwise assigned to school activities hereunder.
2. The SRO shall maintain three specific roles within the DISTRICTS: law enforcement officer, public safety educator and informal mentor/counselor. These three critical roles for the carefully selected, specifically trained, and properly equipped law enforcement officer provide the SRO with opportunities to establish positive and trusting relationships with students, staff, parents, and the school community.
3. To be an effective law enforcement officer in the school environment, the SRO shall bring a level of expertise to the school community that promotes effective investigation and resolution of crimes occurring on campus.
4. As an effective public safety educator, the SRO imparts valuable, specialized knowledge to students and staff, builds relationships with students and improves students' perceptions of law enforcement officers. The SRO shall be capable of delivering lessons on a variety of public safety topics such as, but not limited to crime prevention, social media, school safety, victimization, laws pertaining to students, safe and responsible decision making and other topics requested by staff, parents and students.
5. As an SRO, it is essential to demonstrate to students that there are responsible and caring adults in their lives. This is critical to a student's ability to avoid destructive behaviors, make safe and responsible decisions and survive the challenges that the student may face. The SRO shall maintain an "open-door" policy toward students, serve as a role model and refer students to appropriate community resources as part of the role of informal counselor/mentor.
6. The SRO is an employee of the DEPARTMENT on assignment to DISTRICTS. SRO will retain all DEPARTMENT-related salary and benefits associated with their employment. The SRO shall

remain an employee of the CITY and shall be subject to the administration, supervision, and control of the DEPARTMENT, except as such administration, supervision and control is subject to the terms and conditions of this Agreement. The CITY shall always be considered the SRO's employer and the DEPARTMENT shall retain direction and control of the work and conduct of the SRO and shall be solely responsible for payment and provision to the SRO of salary and any other benefits, including overtime, to which the SRO is entitled as an employee of the CITY. The CITY is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The CITY shall also maintain payroll, attendance, and performance evaluations records of the SRO. The SRO shall be covered by the CITY's workers' compensation insurance.

7. Work Hours and Visibility on Campus: The SRO shall work for DISTRICTS on a full-time basis. It is anticipated that the SRO's schedule will include days when those students are in attendance (i.e., approximately 180 days), during normal school hours, including student arrival and dismissal times. On occasion, the SRO may be required to work evenings, for school-related events or sporting events. The SRO shall also assist with traffic control during arrival and dismissal times and checking unauthorized persons in and around DISTRICTS' premises. Normal work hours will be scheduled according to the DEPARTMENT'S collective bargaining agreement Monday through Friday. Overtime assignments must receive prior approval from DEPARTMENT supervisory personnel.
8. The SRO is subject to the CITY's and DEPARTMENT personnel rules and other policies and procedures and is not an employee of the DISTRICTS. However, the SRO is also subject to the DISTRICTS's policies and procedures.
9. The SRO will work in cooperative effort with DISTRICTS' principals, deans and counselors and accept reasonable direction from the school principal or his designate. Conflicts in direction given by DEPARTMENT and DISTRICTS' personnel will be reported to both parties by the SRO and resolved through consultation between DEPARTMENT and DISTRICTS' personnel.
10. The SRO's role will provide innumerable opportunities for integration into academic areas for certain programs and course content, and may, as requested by DISTRICTS' staff and faculty, provide necessary materials for that purpose.
11. The SRO will consult at least weekly with the DISTRICTS and DEPARTMENT, regarding cases, dispositions, problem situations, and potential problems.
12. SRO will wear the approved DEPARTMENT uniform or business casual attire with appropriate logos and name badges, depending on the time of the school year, the type of school activity or program (Spirit Weeks, special clothing days, etc.) and the requests of the DISTRICT or DEPARTMENT. DEPARTMENT Chief and DISTRICTS shall jointly set expectations and resolve disputes.
13. SRO will be present at some school functions such as dances, ball games and special events on a basis to be mutually determined between DISTRICTS and DEPARTMENT staff.
14. The SRO shall provide the services set forth in this Agreement in or about DISTRICTS' premises, located within the CITY, or other school locations as agreed upon by the Parties.
15. Law Enforcement Action and Safety Intervention: The SRO may initiate appropriate law

enforcement action to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the school community while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies. Use of force may be implemented pursuant to DEPARTMENT policies, procedures, and protocols, as well as applicable laws. When practical or as soon as possible thereafter, the SRO shall advise an authorized school official of any request for additional law enforcement assistance on campus.

16. Investigations, Interviews and Arrests: Criminal investigations, interviews, and arrests by the SRO will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interviews, searches, and arrests. If the SRO interviews, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy.

a. The SRO shall comply with the DISTRICTS' Handbook section "Questioning of Students Suspected of Committing Criminal Activity" regarding law enforcement interviews as follows:

i. The SRO shall promptly notify the Building Principal whenever he/she seeks to question a student in an investigative manner or to take any direct law enforcement action against a student.

ii. If applicable, the Building Principal will be advised of and given a copy of warrants for arrest, search warrants, or subpoenas to be served.

iii. Before detaining and questioning a student under the age of 18 years old on school grounds who is suspected of committing a criminal act, the SRO shall:

1) Ensure that notification or attempted notification of the student's parent or guardian is made;

2) Document the time and manner in which the notification or attempted notification occurred;

3) Make reasonable efforts to ensure that the student's parent or guardian is present during the questioning; and

4) If practicable, make reasonable efforts to ensure that a law enforcement officer trained in promoting safe interactions and communications with youth is present during the questioning.

b. No minor student shall be removed from the school by the SRO without the consent of parent(s)/guardian(s), except upon service of a valid warrant of arrest or in cases of warrantless temporary protective custody.

- c. At no time shall the SRO request that any DISTRICT employee act as an agent of the SRO or law enforcement in any interview.

17. School Discipline: DISTRICTS' administration shall be solely responsible for implementing student discipline rules, policies, and procedures. DISTRICTS' administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns related to student discipline to the Building Principal or designee and shall not independently investigate or administer consequences for violations of student disciplinary rules, policies, or procedures. The SRO should not have any involvement in routine disciplinary matters, such as tardies, loitering, non-compliance, the use of inappropriate language, dress code violations, minor classroom disruptions, disrespectful behavior, and other minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of students, faculty, staff, and others in the school environment or when a student engages in criminal activity. This does not prohibit the SRO from independently investigating student conduct which involves violations of law, even if the same student conduct which violates the law also results in disciplinary action by DISTRICTS' administration.

18. Searches: The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless their assistance is requested by school authorities to maintain a safe and secure school environment.

- a. Pursuant to Illinois law, a search of a student on school grounds by an SRO at the request of school authorities is deemed a search by a school employee for Fourth Amendment purposes and thus is subject to the reasonableness standard, not the probable cause standard. When requested to assist with a search by school authorities, the SRO shall comply with DISTRICTS' Handbook, *Search and Seizure*, and related administrative procedures as follows:

- b. At the request of school authorities, the SRO may search a student and/or the student's personal effects in the student's possession (such as purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating the law. The search itself must be conducted in a manner that is reasonably related to its objective and not excessively intrusive in light of the student's age, sex, and the nature of the infraction.

- c. When feasible, the search should be conducted: 1) outside the view of others, including students; 2) in the presence of a school administrator or adult witness; and 3) by a certified employee or SRO of the requested sex or gender, where possible.

19. Interviews: The SRO will not be involved in interviews of students initiated and conducted by school authorities in disciplinary matters unless requested by school authorities to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his/her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively interview students.

- a. Interviews will be conducted in a private setting. If the parent(s)/guardian(s) are absent, the Building Principal and one other adult witness selected by the

Building Principal will be present during the interview.

20. Confidentiality; Access to Student Records: The SRO shall comply with all applicable laws, regulations and DISTRICTS' policies relating to the confidentiality of student records, including but not limited to: the *Illinois School Student Records Act* ("ISSRA", 105 ILCS 10/1 et seq.), the *Family Educational Rights and Privacy Act* ("FERPA", 20 U.S.C. 1232g), the *Individuals with Disabilities Education Act* (20 U.S.C. 1400 et seq.), the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 et seq.). The SRO may have access to confidential student records or to any personally identifiable information of any DISTRICT student to the extent allowed under FERPA, ISSRA, and applicable DISTRICTS' policies and procedures. The SRO shall not automatically have access to confidential student records or personally identifiable information in those records simply because he/she is conducting a criminal investigation involving a student.
21. Body Worn Cameras: As required by Illinois Law, each SRO will be equipped with a Body Worn Camera ("BWC") on DISTRICTS' property to ensure the health, welfare, and safety of all students, staff, and community members on DISTRICTS' property. The SRO shall utilize the BWC as provided by law in accordance with DEPARTMENT's policies for the usage of BWCs. 50 ILCS 706/10-20
 - a. The Parties agree that for purposes of the Law Enforcement Officer-Worn Body Camera Act, an SRO is performing a "Community Caretaking Function" when in engaged in their role as an SRO. As such, an SRO's BWC shall not record during the school day unless and until the SRO has reason to believe that a crime has been, or is in the process of being committed, and resultingly is engaging in "Law Enforcement- related Encounters or Activities."
 - b. If a BWC is recording for any reason during the school day, the SRO will notify the Building Principal or their designee.
 - c. If a student is recorded by an SRO during the school day by a BWC, the SRO shall be considered a law enforcement unit of the school such that the records created by the SRO for law enforcement shall not be considered educational records. Any such film or video taken by and kept in the possession of the DEPARTMENT's officers may be considered law enforcement records under FERPA. Requests for law enforcement records are in the exclusive purview of the DEPARTMENT.
 - d. Prior to the SRO's use of a body camera in the DISTRICTS, the DEPARTMENT shall provide to the DISTRICTS a copy of the DEPARTMENT's written policy regarding the use of body cameras adopted in accordance with the foregoing Act, including, but not limited to, the DEPARTMENT policy for when the cameras will be turned on while the officer is on duty in the schools and the expectations of privacy of the DISTRICTS' students, invitees, and employees, and the DISTRICTS and DEPARTMENT shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the DEPARTMENT and for access by the DISTRICTS as otherwise allowed by law. Any copy of such film or video recorded by the SRO on the BWC, if permitted by law to be provided to the School or DISTRICT, may become an educational record.

- e. Prior to use of body cameras in the DISTRICT, the Superintendent of the DISTRICTS (or designee) and the Chief of Police (or designee) shall meet to discuss the objectives and procedures for the use of body cameras in the DISTRICTS. If the SRO is equipped with a body camera, he/she shall be trained in the operation of the equipment prior to its use.

SECTION 5: Obligations and Responsibilities of DISTRICT

1. EACH DISTRICT hereby agrees to reimburse the CITY for 33.3% of the annual salary and benefits and annual equipment cost of one School Resource Officer as summarized in the attached Exhibit A. The annual salary and benefits and annual equipment cost are hereinafter collectively referred to as "Annual Cost."
2. In addition to the payment of the "Annual Cost" as defined herein and contained in Exhibit A, the DISTRICT shall be responsible for 50% of the following:
 - a. On an annual basis, SRO will attend the Illinois School Resource Officers Association State Conference. CITY will pay all responsible expenses associated with travel, lodging, conference fees and meals related to conference attendance consistent with DEPARTMENT policy. Each DISTRICT will reimburse CITY for 25% of the total cost.
 - b. On an annual basis, SRO will attend the National Association School Resource Officer National Conference. CITY will pay all reasonable expenses associated with travel, lodging, conference fees and meals related to conference attendance consistent with DEPARTMENT policy. Each DISTRICT will reimburse CITY for 25% of the total cost.
 - c. Alternatively, CITY will pay conference registration fees and meals and each DISTRICT will pay 50% of the travel and lodging fees one year and the next year CITY and DISTRICTS will alternate payments.
 - d. Each DISTRICT will be responsible for payment of 50% of any continuing education requirements specifically for the position and ongoing certification of SRO, including but not limited to Advanced SRO training, Adolescent Mental Health training, School Crime Prevention through Environmental Design, SRO Recertification and other SRO specific training classes.
 - e. Recognizing the critical importance for SRO to receive specialized training in the education of special-needs children, DISTRICTS' shall provide funding for SRO to attend continuing education regarding special needs children. Additionally, SRO shall be provided with training and information regarding special education laws, regulations and policies, including the Individualized Education Program (IEP) document(s) that DISTRICTS create for each special needs student. The IEP for a student known to have behavioral issues typically provides specific responses to such issues and is information SRO may be provided in accordance law .
3. Both the CITY and DISTRICTS agree and understand that the Annual Cost and/or Additional Expenditure for 2025/2026 school year and thereafter are subject to change pursuant to ongoing negotiations between the CITY and DEPARTMENT's union. If negotiations between the CITY and

DEPARTMENT's union result in an increase of more than 10% for any school year as compared to the prior school year for the Annual Cost or Additional Expenditure, the CITY will notify DISTRICTS of said increase, in writing, within ten (10) business days after an agreement is approved by the CITY COUNCIL. Notwithstanding the provisions of Section 13 of this Agreement, in the event that negotiations between the CITY and DEPARTMENT's union result in an increase of more than 10% for any school year as compared to the prior school year for the Annual Cost or Additional Expenditure, DISTRICTS shall then have the right to terminate this Agreement by submitting a written notice of termination within sixty (30) days after receiving written notice of said salary increase.

4. DISTRICTS' administration shall be solely responsible for implementing student discipline rules, policies, and procedures. DISTRICTS' administration, not the SRO, has primary responsibility for maintaining order in the school environment and for assisting with investigating and responding to school disciplinary matters.

SECTION 6: Liability, Responsibility and Authority

1. **INSURANCE.** Each party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000 per occurrence and in the aggregate. Within seven (7) days of the last Party's execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For purposes of this Paragraph, insurance may be provided through a self-insured intergovernmental risk pool or agency. Each Party shall name the other party's Indemnitees as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against any of the other Party's Indemnitees.
2. **Indemnification:** It is understood and agreed that neither party to this IGA shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this IGA shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other Party or against third parties. The parties further agree to indemnify, reimburse, and hold each other harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney fees and costs, that either party incurs arising out of or occurring in connection with the other party's negligent, reckless or intentional misconduct; subject, however to any defenses or limitations of liability permitted under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.), or otherwise provided by law

SECTION 7: Miscellaneous Provisions

1. **Entire Agreement and Amendments to Agreement:** CITY and DISTRICTS acknowledge and agree that this writing, and any exhibits attached hereto, constitutes the entire agreement for the SRO program. No change, modification or amendment to this IGA shall be valid unless reduced to writing and approved by the Parties' authorized representatives.
2. **Good Faith and Dispute Resolution:** The CITY and DISTRICTS agree to perform their duties under this Agreement in good faith. In the event of a dispute arising under this IGA which cannot be

resolved informally by the Parties' respective governing boards, the Parties agree to first engage in mediation to resolve the conflict. If mediation is unsuccessful, the Parties shall then engage in binding arbitration pursuant to the procedures of the American Arbitration Association, in lieu of litigation.

3. Severability: If for any reason any provision of this IGA is determined to be invalid or unenforceable, that provision shall be deemed severed and the balance of the IGA shall otherwise remain in full force and effect. The failure of a Party to this IGA to insist upon strict and prompt performance of the terms and conditions shall not constitute or be construed as a waiver or relinquishment of that Party's right thereafter to enforce any such term or condition, but the same shall continue in full force and effect.
4. Counterparts: This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.
5. Compliance with Laws: The SRO, CITY and DISTRICTS shall at all times observe and comply with federal, state, county or laws, ordinances, regulations a which may in any manner affect the performance of this Agreement including without limitation, the Illinois Student Records Act (105 ILCS I 0/1 *et seq.*).
6. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of Will, Illinois.
7. This Agreement and any amendments thereto shall become effective when approved and executed by both Parties and shall remain in effect from year to year thereafter unless either Party takes action to terminate the Agreement.
8. This Agreement shall remain in effect for a period of ten (10) years unless otherwise terminated. Either Party may terminate this Agreement any time during the term by providing the other Party thirty (30) calendar days prior written notice of such termination. The Parties may also terminate this Agreement by written mutual consent.
9. Notice: All notice required pursuant to this IGA shall be sent by means capable of providing a confirmation of receipt, including (a) deposit with postage pre-paid in the U.S. mail, certified and return receipt requested, (b) personal service, or (c) facsimile transmittal, to the Parties at their addresses set out below or as otherwise specified in writing to one another. All notices mailed shall be deemed effective three days after mailing.
10. Any notices required hereunder shall be delivered or served in writing the Parties as follows:

If to CITY: City Clerk
 City of Crest Hill
 20600 City Center Boulevard
 Crest Hill, Illinois 60403

With Copies to: Michael Stiff
 Spesia & Taylor
 1415 Black Road
 Joliet, Illinois 60435

If to DISTRICTS: Superintendent
Chaney-Monge School District 88
400 Elsie Avenue
Crest Hill, Illinois 60403

Superintendent
Richland School District 88A
1919 Caton Farm Road
Crest Hill, Illinois 60403

With Copies to: Scott Nemanich
Klein, Thorpe & Jenkins
15010 S. Ravinia Avenue, Suite 10
Orland Park, Illinois 60462

11. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and DISTRICTS have executed this Agreement on the _____ day of _____, 20_____.

CITY OF CREST HILL

BY: _____
Mayor of Crest Hill

DATE: _____

ATTEST: _____
City Clerk

DATE: _____

CHANEY-MONGE SCHOOL DISTRICT 88

BY: Mitchell Goring
Board President

DATE: 8/5/25

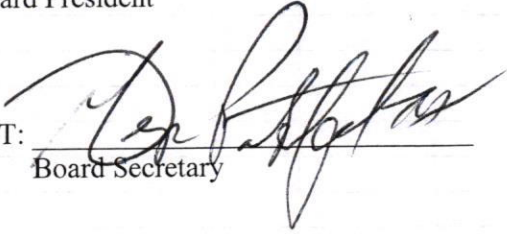
ATTEST: 
Board Secretary

DATE: 8-5-25

RICHLAND SCHOOL DISTRICT 88A

BY: Manille Apiti
Board President

DATE: August 6, 2025

ATTEST: 
Board Secretary

DATE: August 6, 2025

Exhibit A
Annual Cost

Crest Hill Police Department School Resource Officer Annual Salary & Benefits
2025-2026 School Year

	Officer Heidi Outlaw	\$ Applicable to D88	
Annual Salary			
Medical Insurance			
Dental Insurance			
Vision Insurance			
Life Insurance			
Total:			
Payment 1 (1/4) 09/01/2025			
Payment 2 (1/4) 12/01/2025			
Payment 3 (1/4) 03/01/2026			
Payment 4 (1/4) 06/01/2026			

33.3% of the full annual salary and benefits related to the officer

Exhibit A
Annual Cost

Crest Hill Police Department School Resource Officer Annual Salary & Benefits
2025-2026 School Year

	Officer Heidi Outlaw	\$ Applicable to D88	\$ Applicable to D88A
Annual Salary	\$111,677.97	\$37188.76	\$37188.76
Medical Insurance	\$10,247.16	\$3,415.72	\$3,415.72
Dental Insurance	\$686.40	\$228.80	\$228.80
Vision Insurance	\$87.60	\$29.20	\$29.20
Life Insurance	\$31.80	\$10.60	\$10.60
Total:	\$122730.93	\$40,873.08	\$40,873.08
Payment 1 (1/4) 09/01/2025		\$10,218.27	\$10,218.27
Payment 2 (1/4) 12/01/2025		\$10,218.27	\$10,218.27
Payment 3 (1/4) 03/01/2026		\$10,218.27	\$10,218.27
Payment 4 (1/4) 06/01/2026		\$10,218.27	\$10,218.27

33.3% of the full annual salary and benefits related to the officer