

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COUNTY OF DUPAGE, on behalf of the SHERIFF OF DUPAGE COUNTY AND  
GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87  
PROVIDING FOR A SCHOOL RESOURCE OFFICER AND  
AUTHORIZING THE DEVELOPMENT OF GUIDELINES FOR RECIPROCAL REPORTING**

THIS AGREEMENT between the COUNTY OF DUPAGE, a body corporate and politic in the State of Illinois, on behalf of the SHERIFF OF DUPAGE COUNTY ("County/Sheriff") and the BOARD OF EDUCATION OF GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87, DuPage County, Illinois, an Illinois Public School District ("School District"), is established and maintained under the authority of Sections 10-20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois and in compliance with Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, as currently drafted and hereafter amended.

**WITNESSETH:**

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1, authorize the execution of agreements and implementation of cooperative ventures between public agencies within the State of Illinois; and

**WHEREAS**, the School District and the County/Sheriff wish to enter into this new Agreement for the purposes of promoting safety, security, and order for District and maintaining a cooperative relationship between the District and the County/Sheriff's law enforcement efforts.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, it is hereby agreed by and between the School District and the County/Sheriff as follows:

**1. School Resource Officer (SRO) Program**

- a. The role, duties, and responsibilities of an SRO include the following: The School Resource Officer Program is designed to facilitate a positive, collaborative relationship between local law enforcement agencies, school personnel, students, and the school community at large. The Program shall direct increased and focused attention to the prevention of juvenile crime through the positive, proactive involvement of law enforcement personnel, specially trained to work with high school students, in the school setting. The Program shall also provide assistance to students and school personnel in regard to prevention of substance abuse, gang activity, violence, and other forms of socially unacceptable behavior that threaten a positive educational environment.
- b. The Sheriff will ensure that each SRO receives specific training or a waiver for training, as provided in Section 10.22 of the Illinois Police Training Act, regarding working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs.
- c. The Sheriff shall provide the District with SRO(s) to satisfy the Responsibilities and Duties set forth in the SRO Job Description, attached as Exhibit A.
- d. The Terms attached as Exhibit B shall direct the role of the SRO.

- e. The SRO shall adhere to and comply with the School District's Guidelines for Interviews of Students attached as Exhibit C.
- f. The Guidelines attached as Exhibit D contain specific information relating to reciprocal reporting and cooperation between the parties.
- g. The parties will regularly review and evaluate the SRO Program, including community and stakeholder input. The School District's Superintendent and the County/Sheriff are authorized to periodically modify and/or amend the SRO Job Description (Exhibit A), the Terms (Exhibit B), the Guidelines for Interviews of Students (Exhibit C), and the Guidelines (Exhibit D) by mutual agreement, in writing, and executed by both parties.
- h. The SRO, at all times, shall be an employee of the Sheriff and not an employee of the School District, and the School District shall not have any obligation to provide employee benefits or workers' compensation payments of any kind (except for payments as provided in Exhibit B, Paragraphs 7 and 8. The SRO, at all times, will be subject to the rules and regulations of the DuPage County Sheriff's Office, as well as all other local, state, and federal laws and regulations governing the conduct of deputy sheriffs. DuPage County Sheriff's Office regulations will be adhered to by the SRO at all times, including but not limited to, requirements regarding reporting for duty, attendance regulations, and official DuPage County Sheriff uniform requirements.
- i. Both the School District and the County/Sheriff, at their sole cost and expense, shall keep in full force and effect at all times during the term of this Agreement general public liability insurance, including contractual liability coverages, workers' compensation insurance and such other types of insurance in such amounts and with such companies or self-insurance pools or self-insurance as are normally maintained in the ordinary course of business against claims for injuries to persons or damages to property that might arise under this Agreement.
- j. To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the County/Sheriff, its officers, officials, agents, volunteers and employees, their successors and assigns, in their individual and official capacities (the "County/Sheriff Indemnified Parties") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including, without limitation, reasonable attorney's fees and litigation costs, incurred by the County/Sheriff Indemnified Parties arising out of any activity of the School in performance of this Agreement, or any act or omission of the School or of any employee agent, contractor, or volunteer of the School (collectively 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.
- k. To the fullest extent permitted by law, the County/Sheriff agrees to indemnify and hold harmless the School District, its officers, officials, agents, volunteers and employees, 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 attorney's fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the County/Sheriff in performance of this Agreement, or any

act or omission of the County/Sheriff or of any employee, agent, contractor, or volunteer of the County/Sheriff (collectively the "County/Sheriff Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the County/Sheriff Indemnitors.

## 2. General Terms

- a. *Preambles and Exhibits.* The preambles and exhibits to this Agreement are hereby incorporated as if set forth fully herein.
- b. *Annual Reporting.* Beginning with the 2027-2028 school year, the Illinois State Board of Education shall require that each school district annually report, in a manner and method determined by the State Board, the number of students who were referred to a law enforcement agency or official and the number of instances of referrals made to law enforcement officials. The data reported shall be disaggregated by race/ethnicity, sex, grade level, English Learner status, and disability status [105 ILCS 5/2-3.206].
- c. *Term and Termination.* This Agreement shall commence on its Effective Date and shall continue in full force and effect until it is terminated. Either party may terminate this Agreement at any time by providing the other party at least ninety (90) days prior written notice of such termination. In addition, the parties may terminate this Agreement by written mutual consent and agreement.
- d. *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 County/Sheriff and the School District. No party shall become bound, with respect to the parties, by any representation, act or omission of the other party. This Agreement is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- e. *Entire Agreement.* This Agreement sets forth all the covenants, conditions, and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written. This Agreement may not be amended except by written agreement.
- f. *Provisions Severable.* In the event any provision of this Agreement or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application shall be null and void, but this Agreement, with such provision severed, shall continue in full force and effect.
- g. *No Assignment and Successors.* No party may assign any rights or duties under this Agreement without the prior express written consent of the other party. This Agreement shall be binding upon the successors of the parties' respective governing board.
- h. *Compliance with All Applicable Laws.* The Sheriff/County and the School District shall at all times observe and comply with the laws, ordinance, regulations, and codes of the Federal, State, County and other local governmental agencies which may in any manner

be applicable to the performance of this Agreement, including laws enacted after the effective date of this Agreement.

- i. *Tickets/Fines.* A student must not be issued a monetary fine, or fee, ticket, or citation as a school-based disciplinary consequence or for a municipal code violation on school grounds during school hours or while taking school transportation by any person in accordance with subsection (i) of Section 10-22.6 of the Illinois School Code [105 ILCS 5/10-22.6(i)]. This shall not preclude requiring a student and/or parents/guardians to provide restitution for lost, stolen, or damaged property.
- j. *Governing Law.* This Agreement shall be governed by the laws of the State of Illinois.
- k. *Information Sharing.* Information may be communicated verbally among the parties at any time.
- l. *Counterparts.* This Agreement may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same Agreement. Facsimile and/or electronic signatures are valid.
- m. *Effective Date.* This Agreement will be effective on the date below. If the dates differ, the last date shall be considered the effective date of this Agreement.

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| <p><b>Board of Education of Glenbard Township<br/>High School District 87,</b></p> <p>BY: _____<br/>President Date</p> <p>ATTEST:<br/>_____<br/>Secretary Date</p> | <p><b>The County of DuPage,</b></p> <p>BY: _____<br/>Chair Date</p> <p>ATTEST:<br/>_____<br/>Secretary Date</p> |
|  | <p><b>Sheriff of DuPage County,</b></p> <p>BY: _____<br/>Sheriff Date</p>                                       |

**EXHIBIT A**  
**SCHOOL RESOURCE OFFICER JOB DESCRIPTION RESPONSIBILITIES AND DUTIES**

***SRO Responsibilities***

The School Resource Officer (SRO) is the law enforcement officer based in the District's school buildings and is responsible for:

1. Fostering positive relationships with students in an effort to promote greater respect for law enforcement.
2. Functioning as a law enforcement resource in a cooperative relationship with school administrators, counselors, special services personnel and faculty.
3. Contributing to the educational environment by participating in preventative programs that focus on deterring youth involvement in criminal acts, including alcohol and drug use, theft, violence, criminal gang involvement and activity, etc.
4. Assisting school officials in achieving a more effective response to student and non-student criminal offenses.
5. Serving as a law enforcement resource for students, their families, school staff and community members.
6. Acting as the local police agency's consultant to the school in the matters of law enforcement related to juveniles and adults and facilitating open communication between the local police agencies, other law enforcement agencies and school officials.

***SRO Duties***

The School Resource Officer shall:

1. Assist school staff in addressing infractions of all applicable local, state and federal laws.
2. Monitor and participate in police action involving students during school hours, including the investigation of all criminal activity complaints that take place on school grounds. Such investigations will be completed in cooperation with the administration of the school to which the officer is assigned.
3. Take immediate police action within departmental guidelines to protect life, prevent bodily harm, and to stop a felony or other unlawful act in progress.
4. Meet regularly with school personnel in an attempt to identify individuals or conditions that could result in delinquent behavior, formulate plans, and offer preventative solutions.
5. Provide daily and visible police presence as it relates to overall building security.
6. Play a key role in building lockdown, canine detection, and school building evacuation drills.
7. Assist school officials in handling incidents involving persons trespassing and committing criminal acts on school property.

8. Provide police supervision at a wide range of extracurricular and athletic events, including but not limited to school dances, games and special events.
9. Coordinate with other area law enforcement agencies for incident and information sharing as it relates to the school and students.
10. Serve as a resource for the teaching staff on an as needed basis for specific classroom instructional issues, including but not limited to gang education, substance abuse prevention, the Juvenile Court Act, the Illinois Criminal and Vehicle Codes, the law enforcement career field, the rights of citizens when interacting with police, the consequences of conviction or adjudication as a delinquent minor, the rights of crime victims, and crime prevention strategies.
11. Comply with the District's "Terms and Conditions for SRO Use of Body Cameras on School District Property" Policy (7:150 AP1).
12. Perform his or her duties in compliance with the District's Guidelines for Interviewing Students (Exhibit C).

**EXHIBIT B**  
**TERMS FOR SCHOOL RESOURCE OFFICER**

1. *Designated School.* The Sheriff will provide one (1) SRO to be detailed and assigned to Glenbard South High School (the "Designated School").
2. *Designated SRO.* The Sheriff will assign to the Designated School the SRO chosen by the Sheriff. Final selection of the SRO will be made in consultation with the School District and the Designated School. The Sheriff will use its best efforts to assign a substitute SRO if the assigned SRO is absent for any reason.
3. *Hours.* The SRO shall report to the Designated School, on normal school days, for an 8-hour day, Monday through Friday. The District shall submit a schedule to the Sheriff. If an SRO works at special events or for more than a forty (40) hour week, the School District shall reimburse the County/Sheriff at overtime rates of pay if overtime compensation was paid by the County/Sheriff.
4. *Body Worn Camera.* The SRO shall at all times comply with the District's "Terms and Conditions for SRO Use of Body Cameras on School District Property" Board Policy and/or administrative procedures (7:150 AP1).
5. *Evaluations.* The SRO is subject to annual renewal based on a satisfactory evaluation by both the School and the Sheriff: in no case shall the position of SRO be considered a permanent assignment or change in rank of the officer currently filling the position.
6. *Reassignment.* The Sheriff reserves the right to reassign the SRO to regular police duty when personnel, natural or human made disasters or other public needs of the County/Sheriff occur. The Sheriff will notify the School District as soon as possible prior to the reassignment.
7. *Compensation and Payment Procedures.* The School District shall reimburse the County/Sheriff for the SRO as follows:
  - a. Salary of the assigned officer (80%)
  - b. Group health, dental, life and accidental death and dismemberment insurance premiums (80% of the County/Sheriff's contribution)
  - c. FICA, Medicare and SLEP Pension (80% of the County/Sheriff's contribution)
  - d. Worker's Compensation and Unemployment Compensation Insurance (80%)
  - e. Overtime salary directly related to the officer's position as an SRO only with the mutual agreement of the School District and County/Sheriff(100%)
8. *County/Sheriff Calculation.* The County/Sheriff shall calculate the total salary and benefit costs for each SRO prospectively each July, based on the formula in Paragraph 8 above, and forward the calculations to the District prior to July 31. The Sheriff/County will submit to the District a monthly statement (August thru May) for one tenth (1/10) of the amount calculated in Paragraph 7a – d above, including any overtime salary incurred that month as stipulated in Paragraph 7e above.

**EXHIBIT C**  
**GUIDELINES FOR INTERVIEWS OF STUDENTS**

Source: *Guidelines for Interviews of Students at School by Law Enforcement Authorities*  
Published by a Committee of the Illinois Council of School Attorneys (ICSA) Revised March 2025

Exhibit C is intended to be advisory only; the parties to the Intergovernmental Agreement are not required to strictly comply with these Guidelines as currently written or as hereafter may be amended.

**I. Interviews Regarding Incidents Not Related to School**

Absent exigent circumstances, interviews of students by law enforcement officers about matters unrelated to school should be conducted off school premises after school hours. Exigent circumstances include the officers' reasonable fear for the safety of the school environment or community, the presence of firearms or other weapons, or officers' fear that the suspect will escape and cause danger or harm to the school community or community at large. When such interviews occur, the guidelines set forth below in Section II shall apply.

**II. Procedures for Interviews At School When Exigent Circumstances Exist**

When exigent circumstances exist, the following procedures shall apply:

1. The Principal or designee shall determine whether an exigent circumstance exists, in their sole discretion. The Principal or designee will verify the officer's identity and photocopy the officer's picture identification card.
2. The law enforcement officer or SRO must notify or attempt to notify the student's parent or guardian. Documentation of the time and manner in which notification was attempted must be made and a copy must be provided to the school. Reasonable efforts to ensure the student's parent or guardian is present for the questioning must be made.
3. The student shall be escorted to the Dean's office or other private area to begin the interview.
4. In the event a parent or guardian is not present, the District shall ensure that a social worker, school psychologist, school guidance counselor, or other mental health professional in the school is present during the interview.

**III. SRO Interviews Regarding Incidents Related to School**

1. An SRO may interview a student without prior permission from a parent/guardian when investigating a school-related incident. Examples of school-related incidents where an SRO may be utilized include, but are not limited to:
  - a) Fights involving students on school property or at a school-sponsored event
  - b) Threats made by a student against another student or school staff member
  - c) The possession, sale or use of alcohol, drugs, look-alike drugs and other substances used with the intent to cause an altered mental state or "high"
  - d) Incidents of theft, vandalism or other misconduct resulting in damage to property that take place at school or at a school-sponsored event
  - e) The possession, sale, or use of weapons on school property

2. An SRO may also question a student without prior parental permission in relationship to incidents which occur off school premises but threaten the safety of the school community, provided they are not considered or treated as a criminal act. Examples of these incidents include, but are not limited to:
  - a) Fights between students that may result in retaliation at school
  - b) Gang-related incidents that may carry over into the school environment
  - c) Threats made by students outside of school that may carry over result in problems in the school environment or at a school-sponsored event
  
3. An SRO and school administrators will observe the following protocols for interviews:
  - a) All interviews shall take place in the Dean's office or other private setting, and not in the public areas of the school. A school administrator, social worker, school psychologist, guidance counselor, or other school mental health provider will be present for the interview.
  - b) Before interviewing a student, the SRO will discuss the purpose and scope of the interview with a dean or other designated school administrator.
  - c) Reasonable attempts will be made to contact the parent/guardian to inform them of the interview prior to the interview taking place. Documentation will be kept showing the reasonable attempts to contact parents or guardians.

#### **IV. Other Interviews of Students**

The following procedures shall apply when a law enforcement officer (or similar) from outside the building requests to interview a student:

1. The officer shall present proper identification to the principal or designee. The principal or designee shall make a photocopy of the officer's picture identification card.
2. The officer shall inform the principal or designee of the student's name, age (if known) and the reason for the request for an interview on school premises.
3. The principal or designee shall create a written record of the officer's request, including photocopies of any legal documents presented such as subpoenas or warrants.
4. The principal or designee shall contact the student's parent(s)/guardian(s) and inform them of the officer's request. All attempts to contact parent(s)/guardian(s) shall be documented.
5. If the student exercises his or her right not to speak to law enforcement, the interview shall not proceed on school grounds.
6. If parent/guardian denies consent for the interview, the interview shall not proceed on school grounds.
7. If parent/guardian consents, the interview may proceed in the presence of an administrator, social worker, school psychologist, counselor, or dean.

#### **V. Arrests of Students on School Premises**

Police officers from outside the building and SROs assigned to the schools are authorized to arrest students when a warrant is issued for such arrest or when the officers/SROs have probable cause to believe that the student has committed a crime. An officer/SRO who arrests a student at school shall take the student into custody in a manner which minimizes disruption to the school

environment and embarrassment to the student. If the arrested student is a minor, the dean or school administrator shall promptly notify or attempt to notify the student's parent/guardian of the arrest and the location to which the student has been taken. The administrator or dean shall document such notification and/or attempts at notification.

**EXHIBIT D**  
**GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION**

The following guidelines are intended to meet the requirements of the Juvenile Court Act, the Illinois School Student Records Act, and Sections 10-20.14 and 22-20 of the School Code, to reduce juvenile crime and to increase school safety by promoting the exchange of information and records between the police and school officials.

**I. General Cooperation**

- A. The Superintendent of the School District will provide the Police Chief with a list of appropriate school personnel ("School Officials") to be contacted as needed. The list will contain regular and emergency telephone numbers and identify who should be contacted for various types of matters and the order in which they are to be contacted.
- B. The Police Chief will provide the School District with a list of officers ("Police Officials") who will have responsibility for implementing these guidelines. The list will contain at least one primary and two backup officers. The list will further contain the officers' regular and emergency telephone and pager numbers, and will identify which officers are to be contacted for various types of problems and the order in which the officers are to be contacted.
- C. The School District administration and the primary and backup officers on the Police Chief's list will meet to facilitate and review implementation of these guidelines as often as necessary.

**II. Reporting by School Officials to Police Officials**

- A. School Officials will promptly report to Police Officials the activity of students that involves or is suspected to involve:
  - 1. *Firearms*: Any verified incident involving firearms in a school or on school-owned or leased property and on any school transportation used by the school for its students or school personnel. (105 ILCS 5/10-27.1A).
  - 2. *Weapons*: Includes items such as guns and knives, explosives, impact devices or any item attempted to be used or used as a weapon.
  - 3. *Drugs*: A verified incident involving drugs in or on school property or school transportation used by the school for its students or school personnel (105 ILCS 5/10-27.1B). "Drug" means "cannabis" as defined under Section 3 of the Cannabis Control Act (720 ILCS 550/3), "narcotic drug" as defined under subsection aa of Section 102 of the Illinois Controlled Substance Act (720 ILCS 570/102), or "methamphetamine" as defined under Section 10 of the Methamphetamine Control and Community Protection Act (720 ILCS 646/10).
  - 4. *Cannabis or Illegal Drugs on or Near School Property*: Within 48 hours of becoming aware, report a violation of the Cannabis Control Act, the Illinois Controlled Substance Act, or the Methamphetamine Control and Community Protection Act, on school property, or within 1,000 feet of school property or transportation used, owned, or leased by the school to transport students (105 ILCS 127/2).

- B. Records or information may be released to Police Officials if such information is needed by the Police Officials to protect the health or safety of the student or other persons, provided the parents of the student are notified no later than the next school day after the information is released and consistent with the requirements under 23 Ill. Admin. Code. 375.60. Factors to consider in determining whether an emergency permitting release of the information exists include:
1. Degree of the Threat: What is the seriousness of the threat to health or safety of the student or others?
  2. Need: Is there a need for records in order to meet the emergency?
  3. Police Involvement: Are the police in a position to deal with the emergency?
  4. Urgency: To what extent is time of the essence?
- C. In accordance with Section 10/6(a)(6.5) of the Illinois School Student Records Act, and consistent with these Guidelines, the District may release school student records and/or information to law enforcement officials when necessary for the discharge of their official duties upon a request for information prior to adjudication of the student and if certified in writing that the information will not be disclosed to any other party except as provided under law or order of court. "Juvenile authorities" include probation officers, law enforcement officers and prosecutors, and others as defined in Section 10/6(a)(6.5).

### **III. Reporting By Police Officials to School Officials**

- A. Consistent with the Juvenile Court Act, Police Officials will report to School Officials the following violations (or suspected violations) with respect to a student enrolled in one of the School District's schools who has been arrested, is awaiting arrest, or taken into custody for the following offenses:
1. Any violation of Article 24 of the Criminal Code (e.g., unlawful use of weapons).
  2. A violation of the Illinois Controlled Substances Act.
  3. A violation of the Cannabis Control Act.
  4. A forcible felony as defined in Section 2-8 of the Criminal Code including murder, criminal sexual assault, robbery, burglary, arson, kidnapping, aggravated battery resulting in bodily harm or permanent disability or disfigurement, and any other felony that involves the use or threat of physical force or violence.
  5. A violation of the Methamphetamine Control and Community Protection Act.
  6. A violation of Section 1-2 of the Harassing and Obscene Communications Act (e.g., using electronic communication devices to send obscene, threatening, or harassing messages); A violation of the Hazing Act (e.g., requiring a student to perform any act for the purpose of induction or admission into any group, organization, or society).
  7. A violation of Section 12-1 (assault), 12-2 (aggravated assault), 12-3 (battery), 12-3.05 (aggravated battery), 12-3.1 (battery of an unborn child), 12-3.4 (violation of an order of protection), 12-3.5 (interfering with the reporting of domestic violence), 12-5 (reckless conduct), 12-7.3 (stalking), 12-7.4 (aggravated stalking), 12-7.5 (cyberstalking), 25-1 (mob action), or 25-5 (unlawful participation in street gang related activity) of the Criminal Code of 1961 or the Criminal Code of 2012.

- B. As required by Section 22-20 of the Illinois School Code, Police Officials shall report to School Officials whenever a student is detained for proceedings under the Juvenile Court Act or for any criminal offense, including gang activity, 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. The report shall be updated as appropriate to notify the School Official of developments and disposition of the matter. All such reports shall be kept in a secure location separate from the student's official school record and shall be used by School Officials determined to have a legitimate educational or safety interest solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.
  
- C. In administering Section 22-20 of the School Code and these guidelines, law enforcement officials are not obligated to initiate reporting to the School District the detention of students for conduct deemed by Police Officials to be minor and unlikely to assist in the rehabilitation of the student or the protection or safety of students and employees in the School District. In contrast, conduct involving vandalism, violence, gangs, weapons, drugs, alcohol, runaways, family disputes, abuse or an appearance in court as a juvenile or an adult for other than minor traffic offenses would be reported. More generally, Police Officials will share information with School Officials where student misconduct outside of school is likely to be carried into school or school activities, or have a significant impact on the safety and well-being of students, staff, and community members associated with the schools. In turn, School Officials will share information with law enforcement officials where student misconduct in school or at school activities is likely to extend into the community or involve an offense for which reporting is required by law.
  
- D. Information derived from law enforcement records shall be kept separate from and shall not become part of the official school record of a student, nor shall it become a public record. The information shall be used solely by the appropriate school official(s) whom the School District determines to have a legitimate educational or safety interest to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the school building. Police Officials and School Officials may determine it to be in the best interest of the student that they be referred to in-school or community -based social services. These "Rehabilitation services" may include: interventions by the school support personnel, evaluations for eligibility for special education, referrals to community-based agencies, behavioral healthcare service providers, drug and alcohol prevention or treatment programs, and other interventions deemed appropriate for the student.
  
- E. In the event a student is the subject of a law enforcement investigation directly related to school safety, Police Officials shall provide appropriate School Officials oral, rather than written, juvenile law enforcement records. These records shall be used solely by the appropriate School Officials to protect the safety of students and employees and to aid in the proper rehabilitation of the student. Such information shall remain separate from and shall not become part of the school student record, nor shall it become a public record.

- F. Although the provisions of the Juvenile Court Act do not apply to students aged 17 or older, Police Officials shall provide School Officials with the same information regarding suspected criminal offenses committed by students ages 17 and older as is reported for students included in the scope of the Juvenile Court Act under these guidelines.

#### **IV. Confidentiality and Records**

- A. *Content of Criminal Activity Information.* All criminal activity information shall include the names of all involved persons, including District students and minors, except in cases where the name of the victim is protected under the Rights of Crime Victims and Witnesses Act, 725 ILCS 120/1, et seq., as amended, or other applicable law.
- B. *Confidentiality of Law Enforcement Records and Criminal Activity Information.* Any law enforcement records subject to disclosure under these guidelines shall not be disclosed or made available in any form to any person or agency other than as set forth in these guidelines or as authorized by law. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information, accept as may be authorized by law or set forth in these guidelines. 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 these guidelines or by law.
- C. *Illinois School Student Records Act.* This Section III and these guidelines are intended to satisfy Section 6(a)(6.5) of the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), which authorizes a school district to release information to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information disclosed by the school will not be disclosed to any other party, except as provided by law or order of court.
- D. *Law Enforcement Records.* School Officials shall follow State and Federal laws regarding student records. Consistent with Section 10/2(d) of the Illinois School Student Records Act, reports of Police Officials working in a school 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. 1232g, Police Officials designated to work with the School District pursuant to these guidelines shall be considered a law enforcement unit of the school such that the records created by Police Officials for the purpose of law enforcement shall not be considered educational records.

#### **V. Other Terms and Conditions**

- A. *Indemnification.* To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the County/Sheriff, its officers, officials, agents, volunteers and employees, their successors and assigns, in their individual and official capacities (the "County/Sheriff 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 County/Sheriff Indemnified Parties arising out of any activity of the School in performance of these

Guidelines, or any act or omission of the School or of any employee agent, contractor, or volunteer of the School (collectively 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. To the fullest extent permitted by law, the County/Sheriff agrees to indemnify and hold harmless the School District, its officers, officials, and volunteers and employees, 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 expenses, including, without limitation, reasonable attorneys' fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the County/Sheriff in performance of these Guidelines, or any act or omission of the County/Sheriff or of any employee agent, contractor, or volunteer of the County/Sheriff (collectively the "County/Sheriff Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful an wanton act or mission of the County/Sheriff Indemnitors.

- B. *Term and Renewal.* These guidelines shall immediately take effect on the date of the last signature and shall be in full force and effect for a period of two (2) years thereafter. These guidelines shall automatically renew for successive two (2) year periods unless terminated as provided below.
- C. *Termination.* These guidelines may be terminated at any time upon thirty (30) days advance written notice by either party.
- D. *Amendments and Modifications.* These guidelines may be modified or amended from time to time provided, however, no such amendment or modifications shall be effective unless reduced to writing and duly signed by an authorized representative of the parties.
- E. *Savings Clause.* If any provision of these guidelines, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of these guidelines shall remain in full force and effect.
- F. *Sharing of Information.* Information may be communicated verbally among the designees at any time deemed necessary by the designee.
- G. *Entire Agreement.* These guidelines set forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in these guidelines.