

**AGENDA ITEM EXECUTIVE SUMMARY**

Agenda Item number: IAA

Title:

Recommendation to Approve a Resolution for the School Resource Officer Agreement for School Years 2020-2023.

Presenter:

Chief Keegan

Meeting: City Council

Date: April 27, 2020

Proposed Cost: \$N/A

Budgeted Amount: \$

Not Budgeted: **Executive Summary** *(if not budgeted please explain):*

The annual agreement with D303 for police services in the high and middle schools has been updated for this coming school year, as well as the following two school years, ending June 10, 2023. This agreement includes a School Resource Officer (SRO) to be stationed at each of the two high schools and an SRO to reside at each of the two Middle Schools, Thompson and Wredling.

The agreement with the school district, stemming from the Little Wood School purchase, has expired. According to this agreement, School District 303 will reimburse the City for four police officers the next three school years to expire at the end of the 2022-2023 school year on June 10, 2023.

As part of this program continuation, Chris Minick and Chief Keegan have negotiated additional personnel costs being reimbursed for 176 school days, or about 68% of the total salary and benefits of each officer. While school is not in session, the officers will be reassigned to either patrol duties or an assignment within investigations.

The agreement has been approved by District 303 and will be fully executed once City Council approves it. This agreement is set to expire on June 10, 2023.

Attachments *(please list):*

Agreement with D303 for four School Resource Officers

Recommendation/Suggested Action *(briefly explain):*

The Police Department recommends approval of the School Resource Officer Agreement for three (3) school years 2020-2023.

AGREEMENT FOR POLICE SERVICES – 2020-2023

THIS AGREEMENT made and entered into this 27th day of April, 2020, by and between the City of St. Charles, a municipal corporation, organized and existing under the constitution and the statutes of the State of Illinois (hereinafter referred to as the "City") and Community Unit School District 303, a unit school district organized under the statutes of the State of Illinois, (hereinafter referred to as "303" or "School District");

WITNESSETH

WHEREAS, Article 7, Section 10 of the constitution of the State of Illinois, 1970, authorizes units of local government, including municipalities and school districts, to enter into contracts to exercise, combine or transfer any power or function not prohibited to them by law or ordinance; and

WHEREAS, Illinois Compiled Statutes, Chapter 5, Sec. 220/1 et seq., known as the Intergovernmental Cooperation Act, authorizes units of local government in Illinois to exercise jointly with any public agency within the state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually and to enter into contracts for the performance of governmental services, activities and undertakings; and

WHEREAS, 303 has determined that it is in its best interests to provide police liaison services at its facilities, which are located within the City of St. Charles; namely, Thompson Middle School, Wredling Middle School, St. Charles North High School and St. Charles East High School, hereinafter referred to as "Schools"; and

WHEREAS, the City is a home rule unit which may exercise any power or function relating to its government and affairs; and

WHEREAS, the City's agreement to provide additional police services for 303 are actions which relate to the government and affairs of the City.

NOW, THEREFORE, for and in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term of Agreement. This agreement shall become effective on August 1, 2020, and terminate on June 10, 2023.

2. Description of Services. The City, through its Police Department, shall provide a total of four (4) sworn officers to Schools, one officer per school (Hereinafter referred to as "Officers").

a. This Agreement is made pursuant to City's School Resource Officer (SRO) program. Generally this program involves the assignment of four (4) City of St. Charles police officers to Schools. The base salary of the officers (as set forth in Paragraph 4), as well as the overtime expenses incurred by any of the officers as a direct result of the SRO Program pursuant to this Agreement, shall be paid by 303. Although the officers shall remain employees of the City of St. Charles, upon assignment such officers shall work with and be under the general direction of 303 staff and shall establish and operate such programs and activities consistent with the intent of this program. Each sworn police officer shall be assigned to a specific school.

b. The duties of the SRO shall be as set forth in Exhibit B.

c. In addition to normal school duties, Officers shall attend specified extracurricular activities of Schools at the school administration's direction when possible and not in conflict with the Metropolitan Alliance of Police Chapter 27 (MAP) contract. These activities shall involve but may not be limited to athletic events and school-sponsored dances.

d. Although certain levels of counseling may be a part of the Officers' duties, serious counseling needs shall be referred to the School's professional staff.

e. As a member of the Police Department, Officers shall conduct original investigations of all criminal and quasi-criminal acts which occur during the regular school day which would have previously necessitated the dispatch of a patrol unit. In addition to conducting original investigations, Officers shall be assigned cases for follow-up through the City's Investigations Section. The criteria for assignment are the offender or victim's school assignment; time, date, and offense are secondary. Officers shall conduct such investigations in conjunction with other school responsibilities within reason. In any instance where a Police Officer becomes aware of a violation of school rules, not including violations of law, unless the situation is one requiring immediate action and investigation by the Police Officer due to imminent danger of harm to students or staff, the Officer shall refer the violation to the Dean's Office for follow-up investigation by the School. The School may request the continued participation or involvement of the Police Officer, as may be needed to complete its investigation. Searches and student interviews should be coordinated with school officials, except those instances where a Police Officer acts to prevent imminent harm to students or staff.

f. During extended school breaks, Officers shall be assigned in the City's police department as operationally necessary and directed by the Chief of Police.

g. The duties of Officers may include but are not limited to the following:

i. Promote rapport between police officers and students in the school.

- ii. Promote a working relationship with school staff.
- iii. Promote working relationships with other police liaisons within the 303 School District.
- iv. Meet periodically with building and district administration to discuss and evaluate police counselor activities.
- v. Make presentations to students, parents, and staff members on law and law enforcement, safety and good citizenship.
- vi. Refer troubled students to proper professional help within the student services division of the school and police department.
- vii. Plan preventive substance abuse programs.
- viii. Work with parents on runaway students.
- ix. Deal effectively with juvenile offenders.
- x. Assist school officials in the enforcement of truancy laws and work with truancy detail.
- xi. Represent the school on any criminal, misdemeanor, or traffic court action involving the students as appropriate.
- xii. Work beyond regular scheduled hours when required to successfully complete an assignment or case.

3. Staffing. The program shall consist of the City assigning one officer to Thompson Middle School, one officer to Wredling Middle School, one officer to St. Charles North High School and one officer to St. Charles East High School to act as the SRO for the respective schools. Each SRO shall begin their duties on the first day of school and continue each day that school is in session until the last day of classes. If during the term of this Agreement, the School Superintendent shall determine that any of the Officers is not suitable or is not able to meet the expectations of the School District, the Superintendent shall confer with the Chief of Police regarding the concern. If the concern cannot be addressed or resolved by action of the Chief of Police to the satisfaction of the School Superintendent, the Superintendent can request the assignment of a new Officer to the appropriate School. If the Chief of Police elects not to assign a new Officer to the School, the Superintendent shall have the right to terminate this Agreement upon 30 days' written notice to the Chief of Police. At the end of such 30 day notice, the School District shall have no continued or remaining payment obligations for any additional services. The Police Department shall prorate the cost of services up to that point of the year and issue a final bill to the School District for such police services.

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4. Salaries and Other Related Costs. The costs for services of four (4) officers for the three (3) school years outlined in this agreement, 2020/2021 through 2022/2023, are as follows:

- a. 2020/2021: \$402,944.64
- b. 2021/2022: \$413,902.12
- c. 2022/2023: \$425,167.74

Payment for SRO salaries shall be made pursuant to paragraph 18.

Any overtime expenses necessitated by District scheduling requirements and in conjunction with Officers' duties under this Agreement shall be paid for by 303 at the Officer's overtime rate as established by the City through contractual agreements. Such overtime hours shall include but are not limited to the Officer's attendance at school dances, athletic events, or other school-related extra-curricular activities scheduled by 303.

City shall calculate overtime costs as approved by 303 and submitted by the Officers, and then bill 303 for any overtime costs incurred. Billing shall occur at the end of each semester period for the Officers' salaries and any overtime.

Additionally, 303 shall provide Officers office workspace, telephone and other related commodities as previously contributed.

5. Hours of Work. The days and hours of work are to be consistent with 303's 2020/2021 through 2022/2023 school calendars' normal student hours of operation.

6. Assignment of Employees. All police department employees assigned to the 303 facility shall be at the determination and discretion of the City and the Chief of Police, with input from 303 in the SRO selection process. The SRO shall have the qualifications and training set forth in Exhibit A to this Agreement.

7. Status of Employees. All City employees assigned to providing police services for 303 shall remain City of St. Charles employees and shall not have any right, status or benefit of 303 employment.

8. Payment of Employee. 303 shall not be liable for the direct payment of salaries, wages or other compensation to City of St. Charles employees except as otherwise specifically provided herein.

9. Relationship of Parties. It is understood by the parties hereto that City and its employees are independent contractors with respect to 303, and no City employee assigned to 303 is an employee of 303. 303 shall not provide fringe benefits, including health insurance benefits, workers' compensation, retirement, paid vacation, or any other employee benefit, for the benefit of any City

employee. This agreement shall not be construed to create a partnership, joint venture, employment or agency relationship, and shall not create any additional duties, either special or otherwise, on City. It is therefore understood that the School District is not a party to the City's Collective Bargaining Agreement.

10. Assignment. The obligations of the parties hereto may not be assigned or transferred to any other person, firm, corporation, or body politic without the prior written consent of both parties hereto.

11. Performance of Service. Officers shall perform general law enforcement duties and such other duties as assigned by the Chief of Police, consistent with the provisions of this agreement and on the grounds of an institution of education. City shall determine and apply standards for performance and discipline used in the delivery of the contract police services. It is agreed and understood that the services the City will be providing pursuant to this agreement are general law enforcement services only and that no special duty shall be deemed to be created by this agreement. It is further understood and agreed that this agreement is not intended nor shall be construed to alter, limit or constitute a waiver of any of the civil immunities afforded the City and/or its employees pursuant to the Local Governmental and Governmental Employees Tort Immunity Act at 745 ILCS 10/1-101, et seq., as amended, it being agreed that all of the civil immunities set forth in such Act, as amended, shall fully apply to any claims asserted or which might be asserted against the City and/or its employees as a result of this agreement or any of the actions of the parties pursuant to this agreement. Without limiting the foregoing, it is further agreed and understood that the City and/or its employees as a result of this agreement or any actions of the parties pursuant to this agreement shall not be liable to 303 or to any other person or entity for failure to provide adequate police protection or service, failure to prevent the commission of crimes, failure to detect or solve crimes or the failure to identify or apprehend criminals.

12. Accountability of Employees. Officers shall at all times be under the ultimate direction and control of the Chief of Police of the City.

13. Interruptions in Service. The parties hereto acknowledge and understand that temporary regular or special deployment of Officers may be necessary. Any and all such redeployment shall be at the sole discretion of the City's Chief of Police or his designee. In the instance of any such redeployment the City shall provide prompt notice to Schools.

14. Absence of Employees. In the event of the unavailability of any Officer due to extended sickness, injury, use of benefit time, or any other reason, such Officer shall be temporarily replaced by

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another City police employee as determined by the Chief of Police with input from the School District, at no additional cost to School. In any such instance, the City shall provide prompt notice to the applicable School as to the nature of the absence, the expected duration, and the identity of the replacement officer.

15. Work Slowdown. In the event the City experiences any work slowdown or stoppage in its police force, the level of service provided to 303 under this agreement shall be at the discretion of the Chief of Police with adjustments in payment by 303 accordingly.

16. Additional Services. Any and all necessary backup services, including equipment and personnel, required to assist Officers in the performance of the obligations under this agreement shall be at the sole discretion and control of the Chief of Police of the City.

17. Penalty for Breach. In the event that either party fails to perform its obligations under this agreement, and if said failure to perform shall continue for thirty days after written notice thereof is given to the party having failed to perform, the other party may terminate the agreement. 303 shall be liable for payment to the City for actual costs incurred through the proposed termination date. In such event the City shall not be liable to 303 for any damages, either direct or indirect.

18. Payment. Payment for services provided under this agreement shall be paid in two equal installments due in September and February annually. City and 303 agree that any overtime costs that are incurred under this agreement shall be the responsibility of 303. The City shall generate invoices for overtime and/or extra duty immediately after said overtime duty has occurred. Payments shall be made by 303 within fifteen days of receipt from the City. In the event one or more of the Schools are closed for an extended period during the term of this Agreement due to pandemic or other emergency causes, the Parties shall meet and discuss the options for alternate duties for the Officers or suspension of this Agreement.

19. Compliance with Board Policies and Procedure. The SRO shall comply with applicable Board policies and procedures in the course of his/her duties, and any other operating procedures that are agreed upon by the Parties, including any reciprocal reporting agreement for student criminal offenses entered into by the Parties.

20. Compliance with Laws. The Parties shall comply with all applicable laws, ordinances, rules, regulations and codes in performing their respective obligations hereunder.

21. Access to Records.

A. School District Records. The Parties acknowledge and agree that all student, personnel, medical, and School District-related business records generated by District employees or students shall be the property of the School District. The Parties agree to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*), the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 *et seq.*), the federal *Family Educational Rights and Privacy Act* (20 U.S.C. § 1232g; 34 C.F.R. Part 99), *Health Insurance Portability and Accountability Act of 1996* (45 C.F.R. Parts 160 and 164), the *Illinois Personnel Records Review Act* (820 ILCS 40/1 *et seq.*), and all rules and regulations governing the release of student, personnel, and medical records. In the performance of SRO duties, the SRO may have access to personally identifiable information (“PII”) in student records at the discretion of the School District under the standards outlined in Exhibit C to this Agreement. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this Paragraph 21.A will continue in full force and effect following such termination. To the extent the SRO is engaged in the performance of law enforcement duties in which the SRO does not have a legitimate *educational* interest in a student (such as investigation of matters unrelated to the school environment), the SRO will not have access to students and student records as a “school official,” but may have access to students and students records under the protocols normally pertaining to law enforcement officers outside of this Agreement.

B. City Records. The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the SRO and the City shall not constitute student records. If the SRO utilizes a body camera, it shall be used in accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 701/10-1 *et seq.*) and other applicable federal and Illinois law. Prior to the SRO’s use of a body camera in the School District, the City shall provide to the School District a copy of the Police Department’s written policy regarding the use of body cameras adopted in accordance with the foregoing Act, including, but not limited to, the Police Department’s 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 School District’s students, invitees, and employees, and the School District and City shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the City and for access by the School District as otherwise allowed by law. Prior to use of body cameras in the School District, the City will provide written information and training to appropriate school employees concerning the objectives

and procedures for the use of body cameras in the School District. If the SRO is equipped with a body camera, he/she shall be trained in the operation of the equipment prior to its use.

C. Other Applicable Agreements. This Agreement shall be interpreted in conjunction with other applicable agreements in effect between the School District and the City.

22. 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 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 defined in Paragraph 23) 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.

23. Mutual Indemnification. The School District shall indemnify and hold the City and its officers, agents, and employees ("City Indemnitees") harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reason of any of negligent or willful and wanton acts or omissions of the School District and its employees related to this Agreement; 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.

The City shall indemnify and hold the School District, its individual Board member, agents, and employees ("District Indemnitees") harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorneys' fees arising out of, proximately caused by or incurred by reasons of any negligent or willful and wanton act or omission by the SRO, or breach of this Agreement; 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.

24. Notices. All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposit in the United States mail, postage prepaid, addressed as follows:

City of St. Charles:

Chief James Keegan
St. Charles Police Department
211 North Riverside Ave.
St. Charles, IL 60174

School District 303

Superintendent Dr. Jason Pearson
Community Unit School District 303
201 South 7th Street
St. Charles, IL 60174

25. Entire Agreement. This agreement contains the entire agreement of the parties hereto and there are no other promises or conditions or any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements or negotiations between the parties.

26. Amendment. This agreement may be modified or amended only through a written amendment executed by both parties hereto.

27. Severability. If any provision of this agreement shall be held to be void, invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

28. Waiver of Contractual Right. The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

29. Applicable Law. This agreement shall be governed by the laws of the State of Illinois. Any action brought pursuant to this agreement shall be brought in the Circuit Court of Kane County, Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at St. Charles, Illinois on the date first written above.

COMMUNITY UNIT SCHOOL
DISTRICT 303

CITY OF ST. CHARLES

By _____

By _____
Mayor

Attest:

4-15-20

City Clerk

**EXHIBIT A
TO THE
AGREEMENT FOR POLICE SERVICES
BY AND BETWEEN
THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 303
AND
THE CITY OF ST. CHARLES, ILLINOIS
QUALIFICATIONS AND TRAINING OF THE SRO**

1. Be a certified police officer with the Police Department;
2. Have at least three (3) years of experience working as a police officer, sheriff's deputy, or other law enforcement position acceptable to the School District;
3. Have experience working with youths;
4. Have strong verbal, written, and interpersonal skills, including public speaking;
5. Have completed the following training regarding the duties and responsibilities of a school resource officer:
 - a. Prior to January 1, 2021, either:
 - i. Certification through the Illinois Law Enforcement Training and Standards Board as a Juvenile Police Officer under 705 ILCS 405/1-3(17); or
 - ii. The Basic School Resource Officer Course provided by the National Association of School Resource Officers.
 - b. Commencing on January 1, 2021 (provided the agreement is still in effect), either:
 - i. Certification through the school resource officer course provided by the Illinois Law Enforcement Training and Standards Board under 50 ILCS 705/10.22; or
 - ii. If acceptable to the School District, one of the certifications in Paragraph 5(a) above, provided the Police Department certifies that the school resource officer has prior experience and training which satisfies the training requirement in 5(b)(i).
6. Possess a sufficient knowledge of the applicable Federal and State laws, County ordinances, and Board policies and regulations;
7. Be able to function as a strong role model for students in the School District; and
8. Possess an even temperament and set a good example for students.

**EXHIBIT B
TO THE
AGREEMENT FOR POLICE SERVICES
BY AND BETWEEN
THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 303
AND
THE CITY OF ST. CHARLES, ILLINOIS
DUTIES OF THE SRO**

The SRO shall perform the following duties with due diligence and to the best of their ability:

1. Serve as a counselor and/or referral source for students with problems in which the SRO's law enforcement expertise may be helpful;
2. Provide and encourage programs and presentations designed to promote student and faculty understanding of the law and other public safety issues with the intended goal of allowing young people to become better informed and effective citizen within and outside the academic environment, including conducting presentations and/or trainings on law, law enforcement issues, individual liberties and social responsibilities;
3. Be available to students, faculty, parents, and School and community organizations as a resource;
4. Work with parents, law enforcement, and social service agencies on matters that may affect the School;
5. Work cooperatively with other law enforcement agencies, including neighboring law enforcement entities, to fulfill the duties described hereunder;
6. Enforce State and Local criminal laws and ordinances and to take appropriate action in response to violations of the law;
7. When feasible, officers are encouraged to maintain a high level of visibility during school entrance and dismissal times as well as during passing periods;
8. Meet with building administrators to advise them of potentially dangerous situations and plan for the safe resolution of those situations;
9. Follow building and district behavior policies, deferring to school administration for discipline and enforcement of student handbook and policies, referring students for further law enforcement processing when requested by the School District or required by law, and using law enforcement authority in necessary situations;
10. Protect school property, students, school personnel and visitors from criminal activity by patrolling the school building and grounds and attending school functions during and outside the school day (athletic events, dance, parent-teacher conferences) as reasonably required;

11. Assist in the development, review, and implementation of the School District Emergency Plan;
12. Present lessons in appropriate courses, as requested by the School District (e.g., driver's education, government);
13. Serve as a liaison between the Schools and the Police Department;
14. Assist with safety and emergency drills pursuant to the School Safety Drill Act, including specifically observing the active-shooter law enforcement drill as required by that Act;
15. Assist the school administration in the development of plans and strategies which minimize dangerous situations including those related to student or community unrest which impact the schools;
16. Provide students and their families, administrators, staff and faculty with information concerning various community support agencies, including;
17. Provide students and their families, administrators, staff and faculty with information concerning various community support agencies, including:
 - a. family counseling services
 - b. drug and alcohol treatment facilities
 - c. psychological services
 - d. legal assistance
 - e. others which may be appropriate under given circumstances;
18. The SRO shall provide information, records, and testimony when the SRO is directly involved in an incident and when requested by the School District administration for student expulsion proceedings; and

Notwithstanding the above, the Parties acknowledge that the SRO is responsible for criminal law issues, not school discipline issues. Thus, absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including, but not limited to, disorderly conduct; disturbance/disruption of the Schools or public assembly; trespass; loitering; profanity; and fighting that does not involve immediate physical injury or a weapon, shall be considered school discipline issues to be solely handled by School officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons, filing of a delinquency petition, referral to a probation officer, or actual arrest). If the SRO becomes aware of a student discipline issue, he/she shall refer the issue to the School's principal. If the SRO does proceed with law enforcement actions, he/she shall adhere to School Board policy, police policy and legal requirements with regard to investigations, interviews of students and arrests of students that occur or are planned to occur on School District property.

The City and the School District acknowledge that the SRO must receive appropriate and current training in order to fulfill his/her duties as a school resource officer. As a result, the Parties shall work

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cooperatively to ensure the SRO receives appropriate in-service training, such as updates in the law, in-service firearm training, and training specific to the duties of a school resource officer and working with high school age students. With City approval, the School District may also require the SRO to attend other relevant trainings, including but not limited to, trainings about appropriate use of restraint involving special needs students, use of opioid antagonists, in Board policies, and the School District's regulations and procedures.

EXHIBIT C
TO THE
AGREEMENT FOR POLICE SERVICES
BY AND BETWEEN
THE BOARD OF EDUCATION OF COMMUNITY UNIT SCHOOL DISTRICT NO. 303
AND
THE CITY OF ST. CHARLES, ILLINOIS

SRO ACCESS TO STUDENT RECORDS

The SRO may have access to student records and personally identifiable information (“PII”) in student records at the discretion of the School District as follows:

1. The SRO may have access to directory information of students as needed to perform duties.
2. The SRO may have access to live feed of security cameras in the School District pursuant to authorization of the Superintendent or Principal. Recorded camera footage may constitute student record information if identifiable students are the focus of the footage. As such, recorded camera footage will be treated as student record information pursuant to Paragraph 21.A.3 below.
3. The SRO may have access to other (non-directory) student record information pursuant to the following legal guidelines, as interpreted and approved by the Superintendent or Principal:
 - i The SRO may receive PII from the School District as a “school official” performing SRO duties under this Agreement when the SRO has a direct and legitimate *educational* interest in the student. A “legitimate educational interest” shall include promoting school safety and physical security of the students. The PII must remain under the direct control of the School District, and the SRO may use information obtained as a school official only for the purposes for which it is obtained, and will not disclose such information to third parties, including other employees of the Police Department who are not acting as school officials, unless consent of the parent (or student age 18 or older) is obtained or an exception to the statutory consent rule applies; and

- ii.) The SRO may receive from the School District PII related to student criminal activity pursuant to an applicable reciprocal reporting agreement entered into between the School District and the City (“Reciprocal Reporting Agreement”), when necessary for the discharge of his official duties to effectively serve, prior to adjudication, the student whose records are released. Such a record release is subject to the terms of the Reciprocal Reporting Agreement, and the SRO will not disclose that information to third parties outside the Police Department; and
- iii.) in an emergency, as determined by the Superintendent or School Principal.

**City of St. Charles, Illinois
Resolution No. 2020-**

**A Resolution to approve a School Resource Officer Agreement
for School Years 2020-2023**

**Presented & Passed by the
City Council on April 27, 2020**

WHEREAS the annual agreement with D303 for police services in the high schools and middle schools has been updated for the next three school years.

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the School Resource Officer Agreement between the City of St. Charles and D303 be executed.

PRESENTED to the City Council of the City of St. Charles, Illinois, this 27th day of April, 2020

PASSED by the City Council of the City of St. Charles, Illinois, this 27th day of April, 2020

APPROVED by the Mayor of the City of St. Charles, Illinois, this 27th day of April, 2020

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain: