

**INTERGOVERNMENTAL AGREEMENT BETWEEN
PLAINFIELD COMMUNITY CONSOLIDATED SCHOOL DISTRICT 202
AND THE CITY OF JOLIET**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of the effective date provided in Section 22 of this Agreement, by and between PLAINFIELD COMMUNITY CONSOLIDATED SCHOOL DISTRICT 202, an Illinois Public School District (hereinafter referred to as "District 202"), and the City OF JOLIET, an Illinois municipal corporation (hereafter referred to as the "City").

WITNESSETH:

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

WHEREAS, District 202 desires, on a contractual basis, to have school liaison officers detailed to certain schools located within District 202; and

WHEREAS, the City is willing to provide such officers in exchange for the consideration specified in this Agreement and pursuant to the terms and conditions outlined herein; and

WHEREAS, Section 5/10-20.14 of the Illinois School Code (105 ILCS 5/10-20.14) authorizes a school district to develop policy guideline/protocol procedures to establish and maintain a reciprocal reporting system between a school district and local law enforcement agencies regarding criminal and/or quasi-criminal offenses committed by students enrolled within the school district; and

WHEREAS, pursuant 65 ILCS 5/1-1-7, and 65 ILCS 5/11-209, the city has the power to "contract with the school boards"

WHEREAS, District 202 and the City recognize the need for educators and law enforcement officials to share information within the bounds of confidentiality requirements applicable to police officers and school officials regarding the activities of minor students, in and out of school, so that they may work together efficiently to prevent, eliminate and discourage acts of crime, violence and intimidation; and

WHEREAS, District 202 and the City recognize that the exchange of information between them is essential to providing a safe, healthy and violence-free school environment for all students; and

WHEREAS, District 202 and the City desire to establish and maintain a reciprocal reporting system regarding criminal/quasi-criminal offenses and other offenses committed by students, as authorized by the Illinois School Code; and

WHEREAS, District 202 and the City entered into an Intergovernmental Agreement Dated June 28, 2010, to establish a school resource officer program where members of the City's Police Department serve as school resource officers at designated schools within District 202; and

WHEREAS, District 202 and the City determined that it is in their collective best interest to enter into a new Intergovernmental Agreement to address certain changes to state law and other recommended modifications to terms of the June 29, 2010 Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, District 202 and the City hereby agree as follows:

1. School Resource Officer Program. District 202 and the City hereby create a School Resource Officer Program (the "Program") to facilitate a positive collaborative relationship between local law enforcement, school administration, educators, service agencies, and parents and students residing within the District 202 community. The requirements for a School Resource Officer pursuant to this Agreement are set forth in the attached Exhibit B. The goal of the Program is to maintain a safe, secure environment, free of violence and fear, which will allow the educational process to occur in a natural and uninhibited manner. 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 a school setting. The Program shall also provide assistance to students and school personnel with respect to the prevention of substance abuse, gang activity, violence, and other forms of socially unacceptable behavior that threaten a positive educational environment.

The City shall provide one School Resource Officer at Plainfield South High School. A School Resource Officer may, from time to time, provide services to other schools within District 202, as deemed necessary by the parties to this Agreement.

2. Duties and Responsibilities. The School Resource Officer shall, during school hours and at school functions where his/her attendance is required pursuant to the terms of this Agreement, assist in protecting the school community from violations of the state statutes or state law, including but not limited to, theft, vandalism, trespassing, assault, battery, drug and alcohol offenses, and gang activities. The School Resource Officer shall also have authority to enforce any and all provisions of the Illinois Vehicle Code on property owned and/or operated by District 202, 65 ILCS 5/1-1-7 and 65 ILCS 5/11-209, the City has the power to contract with School Boards for the regulation of traffic and the parking of automobiles; and

The School Resource Officer shall initiate police reports and investigate all criminal/quasi-criminal matters reported to them, document and investigate other matters relevant to the safety of the school and the community, establish a positive working relationship with school administration, educators, service agencies, and parents and students residing within the District 202 community, and assist in maintaining a safe and secure school environment free of violence and conducive to a productive learning environment. The School Resource Officer may also be involved in the preparation and/or implementation of educational programs designed to prevent and/or deter students from involvement in criminal/quasi-criminal acts, alcohol and

drug use, and gang activity, and may counsel students in need of crisis intervention and in the confidential reporting of criminal activity.

3. Reciprocal Reporting. As permitted by State law, each party to this Agreement shall share information pertaining to any activity or suspected activity which would jeopardize the safe, orderly and violence-free environment of a school, including but not limited to criminal/quasi-criminal activity, gang-related activity, or any fact or reasonable inference drawn from any fact or combination of facts pertaining to any criminal/quasi-criminal activity or gang-related activity or suspected criminal/quasi-criminal or gang-related activity. Information to be reported under this Agreement shall not include law enforcement records maintained by the City that relate to a minor who has been arrested or taken into custody before his or her 18th birthday.

The protocol for reciprocal reporting as adopted by District 202 and incorporated herein by reference is attached hereto as Exhibit "A". The parties to this Agreement will cooperate to review and periodically amend the protocol, to reflect changes in any applicable law(s) or to better meet the needs of the parties. Any amendment to the protocol shall be in writing and executed by both parties.

4. Reimbursable Expenses. As set forth in the attached Exhibit B, consideration for the services provided to District 202 by the City under the terms of this Agreement, District 202 agrees to reimburse the City for certain expenses related to each School Resource Officer, which reimbursable expenses shall include each Officer's:

- a. Salary;
- b. Health, Life, Vision and Dental Insurance;
- c. Required Pension and Social Security contributions; and
- d. Worker's Compensation Insurance.

Each such expense shall be reimbursed at the then-current rate incurred by the City for that expense. With respect to the School Resource Officer, District 202 shall reimburse the City for each expense for each day a School Resource Officer provides services under this Agreement. The Superintendent of District 202 and the City's Chief of Police are hereby authorized and directed to negotiate the remaining terms for the placement of a School Resource Officer(s) at Plainfield South High School.

5. Re- Assignment. As set forth in the attached Exhibit B, the City retains the right to temporarily re-assign each School Resource Officer should matters of public safety arise that in the sole discretion of the City's Chief of Police, require such re-assignment.

6. Insurance. The City shall keep in full force and effect at all times during the term of this Agreement general public liability insurance, including contractual liability coverage, workers' compensation insurance and such other type of insurance in amounts and with companies or self-insurance pools as are normally maintained in the ordinary course of business against claims for injuries to persons or damage to property that might arise under this Agreement.

7. Indemnification and Hold Harmless. To the fullest extent permitted by law

District 202 agrees to indemnify and hold harmless the City, its officers, employees, officials, trustees, volunteers, agents and representatives, their successors and assigns, in their individual and official capacities, from and against any and all liabilities, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses, including without limitation, reasonable attorneys' fees and litigation costs incurred by the City arising out of any activity of District 202 in the performance of this Agreement, or any act or omission of District 202 or of any officer, employee, official, agent, representative contractor, or volunteer of District 202, but only to the extent caused in whole or in part by a negligent or willful and wanton act or omission of District 202.

To the fullest extent permitted by law, the City agrees to indemnify and hold harmless District 202, its officers, employees, officials, agents, representatives, or volunteers, or their successors and assigns, in their individual and official capacities, from and against any and all liabilities, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses, including without limitation, reasonable attorneys' fees and litigation costs incurred by District 202 arising out of any activity of the City in the performance of this Agreement, or any act or omission of the City or of any employee, official, trustee, agent, representative, contractor, or volunteer of the City, but only to the extent caused in whole or in part by a negligent or willful and wanton act or omission of the City.

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

The Parties agree to cooperate fully, to execute all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this section of the Agreement (Section 8) and its accompanying Exhibit C. Every police officer equipped with a BWC shall be trained in the operation of the equipment prior to its use. To maximize the effectiveness of the BWC and the integrity of the video documentation, officers shall adhere to the objectives and procedures outlined in this section of the Agreement (Section 8), Exhibit C of this Agreement, and the Joliet Police Department BWC policies when they utilize BWCs. The Parties further agree the employees of the Joliet Police Department are subject to and in compliance with all federal, state and local laws and regulations regarding the use and operation of BWCs.

The Parties acknowledge that each Party shall bear their own cost and expenses incurred to comply with these terms.

9. Term and Termination. This Agreement shall commence on the date set forth above and shall continue in full force and effect until terminated. Either party may terminate this Agreement at any time by providing the other party with at least thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by written mutual consent and agreement.

10. Notice. All notices concerning this Agreement shall be in writing and addressed to the other party as follows:

City of Joliet Legal Department, 150 W. Jefferson Street, Joliet, IL 60432

If to the City: City of Joliet

Attn: Chief of Police
150 W. Washington
Joliet, IL 60432

If to District 202: Plainfield Community Consolidated School District 202
Attn: Dr. Glenn Wood, Superintendent
15732 Howard Street
Plainfield, Illinois 60544

Unless otherwise provided herein, notices shall be hand delivered, or sent by registered or certified U.S. mail postage prepaid, by commercial overnight delivery service, or transmitted by facsimile. Notices shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile, on the day after being sent when sent by overnight delivery

service, and on the second business day after deposit in the mail when sent by U.S. mail. A party may change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address.

11. Time of Essence. Time is of the essence and all provisions of this Agreement herein relating thereto shall be strictly construed.

12. Relationship of Parties. The School Resource Officer shall at all times be an employee of the City, and District 202 shall not, except as provided in paragraph 4 above, have any obligation to provide employee benefits or worker's compensation payments of any kind for the benefit of the School Resource Officer. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third-party, as creating the relationship of employer and employee, principal and agent, or of partnership, or joint venture by the parties hereto, it being understood and agreed that no provision contained in this Agreement nor any acts of the parties shall be deemed to create any such relationship between the City and District 202. No party shall be bound, with respect to third 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. The School Resource Officer, at all times shall be subject to the rules and regulations of the City and the City's Police Department governing the conduct of police officers.

13. Use of District 202 Facilities/Equipment. The School Resource Officer shall at all times be permitted to access the school to which he/she is assigned. The School Resource Officer shall be provided a furnished office, telephone, and computer to be utilized in the performance of his/her duties and responsibilities as set forth in this Agreement. All police equipment necessary to the performance of his/her duties and responsibilities as a School Resource Officer shall be provided in accordance with the policies of the City and/or the Joliet Police Department.

14. Preamble and Exhibits. The preambles and exhibits to this Agreement are hereby incorporated as if set forth fully herein.

15. Captions. The captions of this Agreement are for convenience only and are not to be construed as part of the Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

16. Entire Agreement. This Agreement sets forth all of 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, including the June 28, 2010 Agreement which is hereby terminated.

17. Amendments Must be in Writing. The covenants, terms or conditions of this Agreement to be kept and performed by either party, shall not be altered, waived, modified or abandoned except by a written instrument, duly signed, acknowledged and delivered by authorized representatives of District 202 and the City.

18. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. No Assignment and Successors. No party may assign any rights or duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon the successors of the parties' respective governing boards.

20. Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.

21. Compliance with Laws. The City and District 202 shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement.

22. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same Agreement.

23. Effective Date. This Agreement shall be deemed dated and become effective on the date of the last of the party's sign, as set forth below, the signature of their duly authorized representative.

IN WITNESS WHEREOF, authorized representatives of District 202 and the City have executed this Agreement as of the day and year first above written.

CITY OF JOLIET

PLAINFIELD COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 202

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN PLAINFIELD COMMUNITY CONSOLIDATED SCHOOL DISTRICT 202 AND THE CITY OF JOLIET

Plainfield Community Consolidated School District 202 (the "School District") and the City of Joliet through its Police Department (the "Police Department"), pursuant to Section 1-7(A)(8) of the Juvenile Court Act, Sections 10-20.14 and 22-20 of the Illinois School Code and Section 10/6(a)(6.5) of the Illinois School Student Records Act, agree to and hereby establish guidelines for a reciprocal reporting system between the Police Department as the local law enforcement agency and the School District regarding criminal offenses committed by students. 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 Illinois School Code, to reduce juvenile crime, and to increase school safety by promoting the exchange of appropriate information between the police and school officials. To the extent that any provision of these guidelines may conflict with any provision of law, as may be amended from time to time, the applicable law shall govern.

I. General Protocol

- A. Each party to this Agreement shall designate one or more persons (the "School Officials" and the "Police Officials") who shall transmit information and receive information from the designees of each agency and have primary responsibility for implementing these guidelines.
- B. Unless a certain type of communication is required by law to be in writing, information may be communicated verbally among the School Officials and the Police Officials at any time deemed necessary by the Officials.
- C. Unless a certain type of communication is required by law to be in writing, information may also be verbally communicated among the School Officials and the Police Officials during meetings called for that purpose; such meetings may be held according to a schedule, or may be called by any of the Officials on an as-needed basis with reasonable notice.
- D. Information in written form may be transmitted among the School Officials and the Police Officials by any agreed-upon method, including without limitation United States mail, hand delivery, or facsimile; such sharing of written information may be according to an agreed-upon schedule, or on an as-needed basis, or as required by law.

II. Reporting of Student Criminal Activity

A. By the School District to Police Officials

1. School Officials will promptly report to the Police Officials the activity of students who reside and/or attend school in the City of Joliet that involves or is suspected to involve:
 - a. Criminal gang activity;
 - b. Weapons such as guns and knives, explosives, impact devices or any item used as a weapon;
 - c. Sale of drugs or other intoxicants;
 - d. Possession of illegal drugs or other intoxicants;
 - e. Fights or other violent activity which might reasonably carry over into the community;
 - f. Abuse, neglect, lock-out and runaway situations;
 - g. Acts of vandalism;
 - h. Other activities involving students which threaten the safety of students or community members on or off school property; or
1. Any state or federal crime occurring or which has occurred on school property or at a school event which might reasonably carry over into the community.
2. Where violence or other activity poses an imminent threat to the safety of students or community members, the information will be shared as soon as possible.
3. Where information regarding a School District student does not constitute an imminent threat to the safety of School District students or community members, is deemed to be minor and unlikely to assist in the protection or safety of School District students or community members, or becomes part of the student's school record under the provisions of the Illinois School Student Records Act (the "Act"), 105 ILCS 10/1 *et seq.*, the School District shall not disclose the information to the Police Department absent the specific written consent of the student's parent/guardian (or the student if age 18 or older), by an order of a court of proper jurisdiction or as otherwise permitted by the Act.

4. In accordance with Section 10/6(a)(6.5) of the Illinois School Student Records Act, and consistent with Section IILC. of these Guidelines, the School District may release school student records or information to juvenile authorities 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 for the student authorized by the judge hearing the case, law enforcement officers and prosecutors, and others as defined in Section 10/6(a)(6.5).

B. By Police Officials to the School District

1. Police Officials will report to School Officials the same type of information referenced in Section A above, within the same time frames, where the activity by students or others might reasonably carry over onto school grounds or school activities.
2. As provided by Section 1-7(A)(8) of the Juvenile Court Act, Police Officials will report to School Officials within the time frames referenced in Section A above and disclose the law enforcement records of a minor enrolled in one of the School District's schools who has been taken into custody or arrested for any of the following offenses or suspected offenses:
 - a. Any violation of Section 24 of the Criminal Code;
 - b. A violation of the Illinois Controlled Substances Act;
 - c. A violation of the Cannabis Control Act;
 - d. 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 great bodily harm or permanent disability or disfigurement, and any other felony that involves the use or threat of physical force or violence;
 - e. A violation of the Methamphetamine Control and Community Protection Act;
 - f. A violation of Section 1-2 of the Harassing and Obscene Communications Act.
 - g. A violation of the Hazing Act; or
 - h. A violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3-1, 12-3-2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1 or 25-5 of the Criminal Code.

3. As required by Section 22-20 of the Illinois School Code, Police Officials shall report to School Officials whenever a student enrolled in one of the School District's schools is detained for proceedings under the Juvenile Court Act or for any criminal offense or any violation of a municipal or County ordinance. The report shall include the basis for the detention, the circumstances surrounding the events which led to the student's detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur in order to notify School Officials of developments and the 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 solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.
4. In administering Section 22-20 of the School Code and these guidelines, law enforcement officials shall report conduct involving vandalism, violence, gangs, weapons, drugs, alcohol, runaways, family disputes, abuse, any other offense as required by law, or an appearance in court as a juvenile or an adult for any other offense other than minor traffic offenses. 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 wellbeing of students, staff, and community members associated with the schools.
5. Under these guidelines, Police Officials shall provide School Officials with the same information regarding suspected criminal offenses committed by students of any age as is reported for students included in the scope of the Juvenile Court Act, as may be amended from time to time.

III. 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, except 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 and other juvenile authorities as defined in Section 6(a)(6.5) 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. Not Educational or School Record. 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. 1232(g). 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.

Plainfield Community Consolidated
School District 202

City of Joliet

By: _____
Superintendent

By: _____
Chief of Police

Date: _____

Date: _____

EXHIBIT B

TERMS FOR SCHOOL RESOURCE OFFICER BETWEEN PLAINFIELD COMMUNITY CONSOLIDATED SCHOOL DISTRICT 202 AND THE CITY OF JOLIET

Plainfield Community Consolidated School District 202 (the "School District") and the City of Joliet (the "City") set forth the following terms for a School Resource Officer in accordance with the Intergovernmental Agreement Between the Board of Education of Plainfield Community Consolidated School District 202 and the City of Joliet, providing for a School Resource Officer and reciprocal reporting guidelines (the "Agreement"):

1. Designated School. The City will assign and detail one (1) School Resource Officer to the following school - Plainfield South High School.
2. Selection and Removal.
 - a. The officer identified by the City for consideration as a School Resource Officer shall have the following minimum qualifications: at least two (2) years of police experience; good oral, writing, and interpersonal skills; experience in public speaking; experience in and knowledge of drug and gang awareness; possess strong leadership abilities; be a certified juvenile officer for a minimum of one (1) year prior to placement at the Designated School as a School Resource Officer; and be able to act as a role model. The selection process for each School Resource Officer shall be regulated and conducted by the City, with participation by the Superintendent of the School District, or his designee. The City shall determine which officer will best meet the requirements and criteria of the Designated School and shall make the final selection of the School Resource Officer. The City will assign the selected School Resource Officer to Plainfield South High School. The City and School District shall work cooperatively throughout the School Resource Officer selection process. The School District may appeal the selection of a School Resource Officer to the Chief of Police, in which case the Chief of Police in cooperation with the Superintendent of the School District will make the final selection of the subject School Resource Officer.
 - b. In the event the School District becomes dissatisfied with the performance of any School Resource Officer, the School District shall notify the Chief of Police, whereupon the City's Police Department shall promptly investigate and determine a proper course of action, which may include additional training, discipline, or reassignment. If reassignment is determined to be the appropriate course of action, the Police Department shall provide the School District with a replacement School Resource Officer acceptable to the School District.
 - c. In the event of emergency, safety issues, any condition that constitutes a threat to the health, safety or well-being of students, employees or others at the School District, or any other condition which warrants immediate removal, all as determined by the School District's Superintendent or designee in his/her sole reasonable discretion, the School District may immediately remove any School Resource Officer from School District property and/or suspend activities under this Agreement until such condition has been remedied to the School District's satisfaction. The School District shall promptly notify the

Chief of Police in writing of its removal of any School Resource Officer under this paragraph. Disciplinary proceedings or other consequences, if any, related to such removal shall be conducted solely by the City, as the employer of the School Resource Officer. The School District shall cooperate with the City in such disciplinary proceedings if so requested by the City.

3. Term and Termination. In accordance with Section 8 of the Agreement, the term of the Agreement shall continue until terminated. Either party may terminate the Agreement at any time by providing the other party with at least thirty (30) days prior written notice of such termination. In addition, the parties may terminate the Agreement by written mutual consent and agreement.
4. Contract Year; Designated School Resource Officer; Substitutes. For purposes of these Terms, the "Contract Year" shall be July 1 through June 30 of each year during the term of the Agreement.

The School Resource Officer for each Contract Year at Plainfield South High School shall be identified by the City and the name of each School Resource Officer shall be provided to the School District's Superintendent on or before July 1 of each Contract Year.

The Superintendent and Chief of Police shall review these Terms annually and make in writing any mutually agreed changes for each Contract Year. The School Resource Officer may, within the discretion of the City and the School District, remain as the School Resource Officer at Plainfield South High School for one or more subsequent Contract Year(s), unless otherwise designated or removed in accordance with these Terms.

In accordance with Section 5 of the Agreement, the City retains the right to temporarily reassign any School Resource Officer should matters of public safety arise that directly relate to the individual School Resource Officer retaining that position at Plainfield South High School. In such instances, the City shall assign a Substitute Officer to Plainfield South High School.

5. Hours/Days. Under the Agreement, the School Resource Officer shall generally work an eight (8) hour day, for one hundred and seventy-four (174) days during the school term of each Contract Year at Plainfield South High School. For each Contract Year, the School Resource Officer shall commence work at Plainfield South High School on a date mutually agreeable to the School District and the City and shall work through the last day of student attendance for the school year, as designated by the School District.
6. Board Policy and Orientation. The School Resource Officer shall familiarize him/herself with all Board of Education policies, School District administrative procedures, and Plainfield South High School protocols and rules, and shall reasonably comply with all applicable requirements thereunder, consistent with their police officer duties. For each newly placed School Resource Officer, and at periodic intervals in subsequent years thereafter, the School District's central office shall conduct a brief orientation for the School Resource Officer.

Approved this 1st day of July, 2024.

Board of Education of Plainfield
Consolidated School District 202,

City of Joliet,

By: _____
Superintendent

By: _____
Chief of Police

Exhibit C

Guidelines Regarding The Use of Body Worn Cameras By Joliet Police Department Employees on School District Property

Body Worn Camera General Usage. During the school day, the School Resource Officer shall not activate his/her body worn camera except in the following situations:

1. Any self-initiated activity where it is previously known or facts develop that a custodial arrest will be made or other law enforcement-related activity will occur;
2. Any self-initiated activity where it is previously known or facts develop that the questioning or investigation will or is reasonably likely to be used in later criminal charges;
3. When feasible, when the contact becomes adversarial, the subject exhibits unusual or aggressive behavior, or circumstances indicate that an internal complaint will likely be filed;
4. As otherwise required by state law.

Body Worn Cameras in Interviews. When interviewing a crime victim or witness of an investigation who is a student, the School Resource Officer shall notify a parent or guardian of the student that the interview shall be or has been recorded, and document the time and manner of the parental notification, unless emergency or exigent circumstances require otherwise that prevent such notification. If the School Resource Officer has a reasonable, articulable suspicion that a victim or witness has committed or is in the process of committing a crime, the School Resource Officer, unless impractical or impossible, must indicate on the recording the reason for recording despite the request of the victim or witness and/or the parent/guardian of the victim or witness not to record the interaction.

Prohibited Uses of Body Worn Cameras. The body worn camera shall not be activated when the School Resource Officer is communicating with an individual in an area where a person has a reasonable expectation of privacy, such as bathrooms, locker rooms, the nurse's office, a school counselor's office, or a school social worker's office, unless the School Resource Officer is engaged in a law enforcement-related encounter or activity. Exceptions may be made by the School Resource Officer in emergency or exigent circumstances.

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

1. Conversations with students and staff that are unrelated to the investigation of a crime;
2. Meetings with school administrators, counselors, deans and other school personnel to identify and discuss individuals and conditions that could result in delinquent behavior and to develop plans to respond to same;

3. Informal and relationship-building conversations with students, staff, parents, and visitors as part of the School Resource Officer's duty to provide a daily visible police presence and amicable collaboration; and
4. Discussions and presentations by the School Resource Officer to students and staff for instructional purposes.

Notice to School District of Recording. The School Resource Officer will notify the Principal or their designee of any recording made in the course of his/her duties as School Resource Officer. Any recording created by a body worn camera is a law enforcement record, not a school student record. Upon request of the School District, and if not prohibited by law, the Joliet Police Department will provide the District copies of any video of students, parents, employees, or others on school property. A video that is shared with the School District may become a school student record. The Joliet Police Department will comply with all applicable laws and policies related to the release of video recordings, including but not limited to the Law Enforcement Officer-Worn Body Camera Act, 50 ILCS 706; the Juvenile Court Act, 705 ILCS 405/1-7; and the Freedom of Information Act, 5 ILCS 140. The County Sheriff's Office will notify the School District point of contact prior to releasing any video recording that includes an identifiable student(s) or District employee(s).

Limited to School Resource Officer. The provisions in Section 8 and Exhibit C of the Agreement shall only apply to the School Resource Officer or an officer acting in the capacity of the School Resource Officer while conducting duties as the School Resource Officer; it shall not apply to other law enforcement officers from the Joliet Police Department or any other law enforcement agency.