



DARIEN POLICE



JOSEPH MARCHESE
Mayor

GREG THOMAS
Chief of Police

JASON NORTON
Deputy Chief

1710 Plainfield Road
Darien, Illinois 60561-5044
Administration 630.971.3999
FAX 630.971.4326
Police Response 9-1-1
www.darien.il.us

RESCHEDULED POLICE COMMITTEE

February 22, 2022

6:00 P.M.

**Police Department Training Room
1710 Plainfield Road**

1. Call to Order
2. Public Comment and Communications
3. Approval of Meeting Minutes from October 18, 2021
4. Review of Fiscal Year Ending 2023 Proposed Budget
5. Surplus Property Agenda Memo
6. District 86 Hinsdale Township High School Intergovernmental Agreement
7. Next Meeting Date – March 21, 2022
8. Adjournment



DARIEN POLICE



JOSEPH MARCHESE
Mayor

GREG THOMAS
Chief of Police

JASON NORTON
Deputy Chief – Operations Commander

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Darien, Illinois 60561-5044
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**POLICE COMMITTEE
October 18, 2021
Regular Meeting Minutes
Police Department Training Room
1710 Plainfield Road**

1. Call to Order
The meeting was called to order at 6:30 p.m. in attendance were Chairman Joe Kenny, Alderman Thomas Chlystek and Chief Greg Thomas.

2. Public Comment and Communications
There was no public comment.

3. Approval of Meeting Minutes from the May 17, 2021 meeting.
Alderman Chlystek motioned to approve the minutes seconded by Chairman Kenny. The minutes were unanimously approved.

4. Agenda Memo – Approval of a Resolution authorizing the Mayor to execute a Memorandum of Agreement (MOA) to establish the working agreement between the City of Darien (CITY) and the Metropolitan Alliance of Police (UNION)
Chief Thomas advised the committee that this MOA is currently in effect and this resolution represents minor changes made. Specifically on section C2 of the third paragraph regarding officers scheduled to work the 6pm to 6am shift shall not be ordered to work the early car shift. This change is to allow the officers enough time to rest after their shift. A discussion ensued regarding the details of this change. Chief advised that the command staff and the union members met and agreed to this current MOA. Chairman Kenny motioned to approve the resolution seconded my Alderman Chlystek. The resolution was unanimously approved.

5. Adjournment
The meeting was adjourned at 6:37 p.m.

Approved: _____
Date

Alderman: _____
Thomas Chlystek

Chairman: _____
Joseph Kenny

Alderman: _____
Lester Vaughan

AGENDA MEMO
Police Committee
February 22, 2022

ISSUE STATEMENT

Approval of an ordinance authorizing the sale or disposal of surplus property.

BACKGROUND/HISTORY

Staff is requesting that the following property be declared as surplus property and auctioned using an on-line auction service, GovDeals.com, or disposed of:

ITEM	EXPLANATION
1 Kenwood Mobile UHF Radio #TK-890 with Mic.	No longer needed
2 (2) Vehicle bottle jacks w/jack handle tools	No longer useful
3. Rifle ammo bag	No longer needed
4. Orange Res-Q-Disc.	No longer useful
5. Motorola UHF Radio Filter	No longer needed
6. (3) Tomar #780-1228-PRE, Vehicle power supply, lighting	No longer needed
7. (2) Interior dome/roof headliner lights	No longer useful
8. (2) Havis #DS-PAN-112-2, Panasonic Tough-Book docking station	No Longer needed
9. (1) Havis #CMD-102, Vehicle mount for Havis docking station	No longer needed
10. AR/M4 rubber training rifle, red	No longer needed
11. AR/M4 rubber training rifle, blue	No longer needed
12. (3) Strobe light assembly, small, window/fender/grille mountable	No longer useful
13. Vehicle long gun locking mount	No longer needed
14. Reese brand trailer hitch w/ball	No longer needed
15. (2) Tm100 Laser Labs Window Tint Meter	No longer accurate
16. (5) Dell Desktop PCs hard drives removed	No longer operational
17. Dell 5K-8115 USB keyboard	No longer functional
18. (1) Dell USB keyboard	No longer operational
19. (5) Cameron Sino Battery Packs	No longer needed
20. (1) Camera for Toughbook Arbitrator Transceiver System	No longer useful
21. Miscellaneous cables, mounts and chargers	No longer needed
22. MagBac USB Docking Station	No longer functional
23. (7) Miscellaneous computer mice	No longer functional
24. Roughneck CCTV Camera	No longer functional
25. (2) Panasonic Toughbook docking stations	No longer needed
26. Logitech Keyboard and (2) wireless Mouse	No longer functional
27. ThinkPad Laptop hard drive removed	No longer functional
28. Lithium rechargeable battery	No Longer Operable
29. Cisco VPN 4 Port Router	No Longer Needed

Staff recommends the above be declared surplus property and disposed of or auctioned using GovDeals.com.

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

This item will be placed on the February 22, 2022 City Council Agenda for formal approval.

AGENDA MEMO
Police Committee
February 22, 2022

ISSUE STATEMENT

A resolution to approve an Intergovernmental Agreement between the Board of Education of Hinsdale Township High School District NO. 86 and the City of Darien for School Resource Officer Services from 2022 through 2023.

BACKGROUND/HISTORY

The School Board desires to have the services of one of the City's police officers to perform the duties of a School Resource Officer ("SRO") at the School. The SRO provides the Darien Police Department and school with a direct line of communication and resource for dealing with problems of mutual concern. The SRO will establish and maintain a healthy relationship between law enforcement officers, students and parents; serve as a police presence within the school to discourage theft, vandalism, assault, trespassing and other violations of the law; assist in providing educational programs concerning social issues in which law enforcement is involved; investigate and take appropriate actions on criminal and traffic problems, especially those related to theft, assaults, vandalism, drugs, trespassing and reckless driving; serve as a resource and/or a referral source for students with problems in which his/her expertise may be helpful.

Attorney John Murphey has reviewed the IGA and advised it is appropriate if the City chooses to enter the agreement.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approving the agreement.

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the February 22, 2022 City Council agenda for formal consideration.

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL
DISTRICT NO. 86
AND
THE CITY OF DARIEN**

FOR SCHOOL RESOURCE OFFICER SERVICES
2022-2023

This Intergovernmental Agreement is made by and between the Board of Education of Hinsdale Township High School District No. 86, DuPage and Cook Counties, Illinois (“Board” or “District”) and the City of Darien (“City”).

WITNESSETH:

WHEREAS, the Board operates Hinsdale South High School (“School”), located at 7401 Clarendon Hills Rd, Darien, IL 60561, within the City’s jurisdiction; and

WHEREAS, the City operates the Darien Police Department, which provides police services within the City’s jurisdiction; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, provides that units of local government and school districts may contract with one another to perform any activity authorized by law; and

WHEREAS, pursuant to Section 10-20.14 of the School Code (105 ILCS 5/10-20.14), school districts are encouraged to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement’s role in schools; and

WHEREAS, the City and the Board are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act*, 5 ILCS 220/2; and

WHEREAS, the Board desires to have the services of one of the City’s police officers to perform the duties of a School Resource Officer (“SRO”) at the School; and

WHEREAS, the City and the Board have determined it to be in the best interests of both Parties to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof is herein acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. **Term.** The term of this Agreement shall commence upon execution by both Parties, and shall continue in full force and effect until June 30, 2023. This Agreement may be extended by mutual written agreement of the Parties. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice. Upon the commencement of this Agreement, any prior Agreement between the Parties for the City's provision of SRO services to the District shall be deemed terminated.

3. **Assignment and Selection of the SRO.** The City shall assign one police officer to act as an SRO at the School. To select the police officer, the City shall provide the Superintendent of the District (or designee) with a list of police officers who meet the minimum qualifications set forth in Exhibit A, which is attached hereto and incorporated herein by reference. The Superintendent (or designee) will then select the police officer who will serve as the SRO. The Superintendent (or designee) may request to hold interviews of the eligible police officers. At any time during the term of this Agreement, the City shall replace the SRO with another police officer who meets the criteria set forth in this Agreement, if, after consultation with the City, the District provides the City with a written request setting forth the rationale for the requested replacement.

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

Because the SRO is an employee of the City, the City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. With regard to disciplinary actions related to services provided under this Agreement, the City shall have the sole discretion and power to discipline the SRO.

5. **Compensation.** The Board agrees to reimburse the City one hundred percent (100%) of the SRO's per diem rate of salary and benefits for any days that the SRO performs SRO duties for the School during the normal work hours set forth in Paragraph 6 below. In addition, to the extent the SRO performs SRO duties for the School outside of normal work hours, when authorized under Paragraph 6 below, the Board agrees to reimburse the City for the overtime pay of the SRO for such authorized extra duty hours. On a monthly basis, the City shall send the Board an invoice for the amount of reimbursement owed by the Board for the prior month, which invoice shall provide the amounts due in detail. The District shall pay the amounts due in accordance with the *Local Government Prompt Payment Act* (50 ILCS 505/1 *et seq.*).

6. **SRO Work Schedule.** The SRO shall perform SRO duties for the School from 7:30 a.m. until 3:30 p.m., or any generally adjusted start/end time schedule followed by the School, on every day that the students of the District are required to be in attendance ("normal work

hours”). The SRO presence at the School during school hours is a fundamental premise of this Agreement, and the SRO is expected to remain on location at the School unless his SRO duties necessitate his presence elsewhere. In addition, the SRO may perform duties for the School outside normal work hours when required as a direct result of a school-related issue for which the SRO’s presence is needed. The SRO is authorized to perform duties outside normal work hours only in the event of an emergency or when approved in advance by a school administrator. Any adjustment to the SRO’s schedule shall be subject to the agreement of the City and the District.

If, for any reason, the SRO is absent on a day that he/she is assigned to work at the Schools, the City shall assign another police officer to special patrols in and around the school particular attention to open and closing. Any additional patrols will be conducted from patrol staffing and will not result in an additional cost to the District. For longer term absences, the City will endeavor to assign a replacement SRO with the qualifications set forth in Exhibit A; if this is not feasible, the Parties will discuss the options to best provide coverage during such absence. In order to maintain consistency in services to students, the SRO will be asked to use reasonable efforts to schedule his or her vacations and time off on school holidays and during school breaks.

7. SRO Duties and Equipment.

- a. The SRO shall perform the duties described on Exhibit B, which is attached hereto and incorporated herein by reference. The SRO shall not conduct investigations that are non-criminal in nature such as residency, or serve as security for Board of Education meetings.
- b. Storage of firearms on school property will follow the protocols agreed to by the School and the Police Department, which will be attached to this Agreement as Exhibit C.
- c. This paragraph shall apply if the SRO wears an officer-worn body camera during the performance of SRO duties. SRO use of a body camera shall be 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, and in accordance with Exhibit E to this Agreement which is attached hereto and incorporated herein. The City shall provide to the District a copy of the Police Department’s written policy regarding the use of body cameras adopted in accordance with the foregoing Act prior to the SRO’s commencement of body camera usage in the School and whenever such policy is updated. The City shall determine an appropriate process for flagging recordings related to incidents in the schools for retention as otherwise allowed by law. Prior to use of body cameras in the 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 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.

8. **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.

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

10. **Access to Records.** The School District and the SRO will have access to education records and law enforcement records relating to students under the terms set forth in Exhibit D and as otherwise allowed or restricted by applicable law.

11. **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 12) 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.

12. **Mutual Indemnification.** The 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 acts or omissions of the 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, defend and hold the District, its individual Board member, agents, and employees ("District Indemnitees") harmless of and 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 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.

13. **Notices.** Any notices required under this Agreement may be sent to the respective parties at the following respective addresses:

To the Board:
Hinsdale Township High School District 86
5500 South Grant Street
Hinsdale, IL 60521
Attn: Superintendent

With a copy to:
Heather K. Brickman
Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP
3030 Salt Creek Lane, Ste. 202
Arlington Heights, IL 60005

To the City:
Darien Police Department
1710 Plainfield Rd. Darien, IL 60561
Attn: Chief of Police

With a copy to:
John Murphey
Odelson, Sterk, Murphey, Frazier & McGrath Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, overnight delivery with proof of delivery, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the day of deposit; all other notices shall be effective when delivered.

14. Complete Understanding and Amendments. This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

15. Successors and Assigns. This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns.

16. Governing Law. This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.

17. Authority to Execute. Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement.

18. Waiver. The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals all as of the day and year first written above.

**BOARD OF EDUCATION OF
HINSDALE TOWNSHIP HIGH SCHOOL
DISTRICT NO. 86, DUPAGE AND COOK
COUNTIES, ILLINOIS**

CITY OF DARIEN

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its: **Secretary**

Its: _____

Dated: _____

Dated: _____

EXHIBIT A

QUALIFICATIONS OF THE SRO

1. Be a certified police officer of the Darien Police Department;
2. Have at least two (2) years of experience working as a police officer;
3. Have strong verbal, written, and interpersonal skills, including public speaking;
4. Be able to function as a strong role model for students in the District;
5. Possess a sufficient knowledge of the applicable Federal and State laws, City ordinances, and Board policies and regulations;
6. Be capable of conducting in depth criminal investigations; and
7. Possess an even temperament and set a good example for students.
8. Possess competent computer skills to review and manage District 86 resources that support safety & security on our campuses; i.e. video surveillance equipment and software.
9. Attain Rifle Qualified Status.
10. In accordance with 105 ILCS 5/10-20.68, have completed training and certification through the school resource officer course provided by the Illinois Law Enforcement Training and Standards Board under 50 ILCS 705/10.22 within the time period agreed by the Parties at the time of assignment of the SRO to the District, which shall in no event be more than one (1) year after assignment. This training requirement may be waived if the School District and City agree that the school resource officer has prior experience and training that satisfies the training requirement and that an application for waiver of the school resource officer training is appropriate, and such application for waiver is submitted to and approved by the Illinois Law Enforcement Training and Standards Board in accordance with the foregoing statute.

EXHIBIT B

DUTIES OF THE SRO

The SRO shall perform the following duties with due diligence and to the best of his/her 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:
 - 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; and
17. 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.

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. This shall include, but not be limited to, compliance with the statutory protocols for law enforcement detainment and questioning of students on school grounds as set forth in 105 ILCS 5/22-85 (including parent notice, documentation, and efforts to ensure the presence of parent/guardian or designated school personnel) and Board Policy 7:150 Agency and Police Interviews and any implementing administrative procedures.

Neither the SRO nor the District shall be precluded from referring students or their parents to the State's Attorney's Office if the student or parents desire to press charges.

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 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. The School District also may 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, implementation of Board policies, and the School District's regulations and procedures.

EXHIBIT C

**PROTOCOLS FOR STORAGE OF POLICE FIREARMS
ON SCHOOL DISTRICT PROPERTY**

The SRO may store one (1) rifle and associated ammunition (approximately four (4) magazines) (together “firearms”) at the School during the term of this Intergovernmental Agreement and in accordance with the following protocols.

1. The firearm and ammunition will be kept, in a safe bolted to the floor, in one or more secure locations acceptable to the Police Department and the School.
2. The Police Department and the School will agree on the type of safe to be used and the methods of access, such as biometric access and/or by a physical key or otherwise.
3. The firearms will be accessible only to the SRO and any sworn and qualified officer from the Police Department.
4. The firearm will be permanently stored at the School 24 hours each day. The SRO may remove the firearm from the School premises for maintenance, training or replacement, with prior notice to both the Principal and the Chief of Police. The firearm will be transported in a concealed manner to minimize disruption.

EXHIBIT D

ACCESS TO RECORDS

A. District Records. The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District employees or students shall be the property of the 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. The SRO may have access to personally identifiable information (“PII”) in student records 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 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 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 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 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.
 - ii) The SRO may receive from the District PII related to student criminal activity pursuant to an applicable reciprocal reporting agreement entered into between the 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.

- iii) in an emergency, as determined by the Superintendent or School Principal.

Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions set forth in this Agreement shall continue in full force and effect following such termination.

- B. Law Enforcement 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, recordings will be available as allowed by law and as set forth in Exhibit E to this Agreement.
- C. Other Applicable Agreements.** This records and confidentiality provisions in this Agreement shall be interpreted in conjunction with other applicable agreements in effect between the District and the City, including, but not limited to, the Reciprocal Reporting Agreement.
- D. SAFE-T Act Reports.** The City will provide to the District each month copies of the following reports required to be filed with the Department of State Police by the Safety, Accountability, Fairness and Equity – Today Act (SAFE-T Act) (50 ILCS 709/5-12):
 - a. data on offenses and incidents reported by District schools to local law enforcement. The data shall include offenses defined as an attack against school personnel, intimidation offenses, drug incidents, and incidents involving weapons; and
 - b. a report on any incident where a law enforcement officer was dispatched to deal with a person experiencing a mental health crisis or incident in District schools.

EXHIBIT E

BODY WORN CAMERA

- A. The Darien Police Department may issue officer(s) assigned to Hinsdale Township High School District No. 86 and acting in the capacity of a school resource officer (“SRO”) a body worn camera pursuant to the Illinois Law Enforcement Officer Body Worn Camera Act (“Act”), 50 ILCS 706/10 as part of a department-wide body worn camera policy. Prior to issuing a body worn camera, the Darien Police Department will ensure the SRO has completed the mandatory training for use of the camera.
- B. The type of function the SRO is performing will determine whether the body worn camera is activated:
- a. An SRO’s engagement in Community Caretaking Functions and school disciplinary functions is not subject to recording pursuant to the Act. A Community Caretaking Function is defined in the Law Enforcement Officer Body Worn Camera Act as “a task undertaken by a law enforcement officer in which the officer is performing an articulable act unrelated to the investigation of a crime.” Community Caretaking Functions comprise most school related responsibilities of the SRO including, but not limited to: meeting with teachers and staff, greeting and conversing with students and faculty in and around District facilities, and providing counseling, coaching, and direction to students for school related purposes. Therefore, the SRO’s body camera will not be activated during the performance of responsibilities unless recording is required under the Act.
 - b. Under the Act, the SRO is required to activate the body worn camera when responding to a police call for service on campus or engaged in “law enforcement-related encounters or activities,” as defined by the Body Worn Camera Act, including responding to police calls for service for a law enforcement purpose and criminal investigations and interrogations.
- C. Footage obtained on school grounds via the SRO’s body camera shall not be utilized for law enforcement training purposes and shall not be disseminated by the Police Department or City for any non-law enforcement purpose other than to comply with court-issued orders, subpoenas, or all State and federal laws and this Agreement. Footage obtained on school grounds via the SRO’s body camera shall also be released to Hinsdale Township High School District No. 86 at the request of Hinsdale Township High School District No. 86 and pursuant to the Reciprocal Reporting Agreement entered into by and between Hinsdale Township High School District No. 86 and the Darien Police Department pursuant to statutory authority including, but not limited to, the School Code, the Criminal Code, and the Juvenile Court Act. Hinsdale Township High School District No. 86 administrators also may request the SRO “flag” certain body worn camera footage to ensure a longer retention of such footage under the Act.
- D. Before the SRO begins wearing a body camera while performing SRO duties, the Superintendent of Hinsdale Township High School District No. 86 (or designee) and the Chief of Police shall meet to discuss the timing and details of implementation of use of the camera. The Superintendent (or designee) and the Chief (or designee) shall then meet on

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a quarterly basis (e.g. January, April, July, October) to discuss any issues or concerns regarding implementation of the body cameras that arise during the term of this Agreement.

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