

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE DEKALB COMMUNITY UNIT SCHOOL DISTRICT NO. 428 AS IT PERTAINS TO SCHOOL RESOURCE OFFICERS.

WHEREAS, the City of DeKalb (the "City") is a home rule unit of local government and may exercise any power and perform any function pertaining to its government and affairs pursuant to Article VII, Section 6, of the Illinois Constitution of 1970; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, authorizes intergovernmental cooperative agreements; and

WHEREAS, the City and the DeKalb Community Unit School District No. 428 negotiated an intergovernmental agreement for School Resource Officers in the form attached hereto and incorporated herein as Exhibit A (the "IGA"); and

WHEREAS, the City's corporate authorities find that approving the IGA is in the City's best interests for the protection of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City's corporate authorities approve the IGA attached hereto and incorporated herein as Exhibit A, subject to such changes as shall be acceptable to the Mayor, and further authorize and direct the Mayor to execute, and the Executive Assistant/Recording Secretary to attest, the IGA on the City's behalf, and for the City Manager to take all necessary actions to effect the IGA.

SECTION 2: This resolution and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such resolution should (a) contain terms contrary to the provision of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the City's corporate authorities that to the extent that the terms of this resolution should be inconsistent with any non-preemptive state law, that this resolution shall supersede state law in that regard within its jurisdiction.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a Regular meeting thereof held on the 27th day of June 2022 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Larson, Smith, Perkins, McAdams, Verbic, Faivre, Barnes. Nay: None.




COHEN BARNES, Mayor

ATTEST:



Ruth A. Scott, Executive Assistant

INTERGOVERNMENTAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This Intergovernmental Agreement (the "Agreement") between the City of DeKalb, an Illinois municipal corporation (the "City") and the DeKalb Community Unit School District No. 428 (the "District") is entered into as of July 1, 2022 (the "Effective Date"), with the City and District collectively referred to hereafter as "the Parties."

The Parties regularly cooperate on a wide variety of issues, and through this Agreement, seek to memorialize the terms of cooperation relating to School Resource Officers (SROs). This Agreement has been entered into pursuant to the approval of the City's corporate authorities and the District's School Board, following approval by each public body during an open meeting. This Agreement is entered into pursuant to the Illinois Municipal Code, the Illinois School Code, the City's home rule powers, the applicable provisions of the Illinois Constitution, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*

RECITALS

WHEREAS, the Parties jointly embrace the vision of an exemplary school district that inspires and promotes high standards of learning and student well-being in partnership with parents, guardians, and the community; and

WHEREAS, the Parties jointly support the mission of educating every student in a safe learning environment so that they may develop to their highest potential and become contributing citizens; and

WHEREAS, the Parties acknowledge the need for certified SROs consisting of full-time, sworn City police officers to ensure a safe learning environment in the District's schools located in the City's corporate limits; and

WHEREAS, the Parties agree that the District is obligated to fairly and consistently enforce student codes of conduct to promote the development of self-discipline as a lifelong skill; and

WHEREAS, the Parties agree that the prevention of violence and bullying in schools will not succeed without relationship-building to foster trust and respect among students, parents, guardians, District officials, and City officials; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

- 1. Incorporation of Recitals:** The Recitals set forth above are adopted and incorporated herein by reference as this Paragraph 1.

2. Code of Conduct

- A) The District's student code of conduct shall be as stated in the District's Policy Manual including, but not limited to, Policy 7:190 (Student Behavior). The District represents and warrants that it is undergoing a comprehensive review, revision and update to its disciplinary rules and student code of conduct. The City acknowledges receipt of a draft of the District's updated student code of conduct. The District is further undergoing a safety audit and will be implementing updated multi-tiered behavioral interventions and security measures for the 2022-2023 school year. The District will finalize its student code of conduct, present it to the Board of Education for approval, and distribute it to all parents and students prior to the start of the 2022-2023 school year, either separately or within the updated parent-student handbook. The Parties acknowledge that the District's timely performance of its undertakings described in this paragraph shall be a necessary precondition to the City's performance of its duties under this Agreement.
- B) A student handbook, including the District disciplinary policies and rules, shall be distributed to the students' parents/guardians within 15 days of the beginning of the school year or a student's enrollment.
- C) The District's parent/student handbook shall be available at all times for review on the District website (in a prominent, easily accessible location to be determined by the District) and in the administration office of each school.
- D) The City's SROs shall recognize and value the authority and responsibility of District officials in enforcing the District's code of conduct, respect the educational and personal rights of the District's students, and collaborate in the maintenance of a non-hostile learning environment.
- E) Nothing in the District's Code of Conduct shall prevent the SROs from performing their duties in regard to the investigation and/or prosecution of incidents of unlawful behavior under applicable law including, but not limited to, State law and the City's Municipal Code. The Parties acknowledge that the SROs are primarily responsible for criminal law issues, and not school discipline issues. SROs shall be free to issue any citation(s) to a student that the SROs reasonably believe may be warranted under State law and the City's Municipal Code, regardless of the District's student disciplinary action; provided, however, that: (1) the District shall not direct the SROs to issue any citation(s) to a student as a discipline consequence or in lieu of disciplinary proceedings under the School Code, and (2) the Parties agree that the appropriate disposition of any such citation(s) issued to a student by SROs shall be an order requiring said student to perform community service in a program that is permitted, operated or supervised by the District. If the SROs become aware of a student discipline issue, they shall refer the issue to the District's administration. If the District becomes aware of a potential criminal

law or security issue, the District shall refer the issue to the SROs. If the SROs commence criminal law enforcement actions, they shall adhere to applicable District policy, City policy, and legal requirements regarding investigations, interviews, and arrests of students occurring on District property including, but not limited to, 105 ILCS 5/22-85 and District Policy 7:150 (Agency and Police Interviews).

F) The Parties' designated representatives agree to meet regularly (either monthly or quarterly) to discuss any issues that may arise under this Agreement.

3. School Resource Officers

A) The City shall assign five (5) full-time, sworn police officers to the District as SROs. The Parties agree that the assignment of the SROs shall customarily be as follows:

- DeKalb High School: 2 SROs.
- Clinton Rosette Middle School: 1 SRO
- Huntley Middle School: 1 SRO
- Elementary Schools: 1 SRO. For the six (6) elementary schools within the City's corporate limits, one (1) SRO will rotate between the schools in the manner determined by the Parties based on daily operational needs.

Any reduction or expansion of the number of SROs identified in this Section 3 may only occur with the Parties' mutual, written consent in a sub-agreement in the manner provided by this Agreement; provided, however, that District shall give the City written notice of its intent to revise the number of assigned SROs for an applicable school year no less than 120 calendar days before the commencement of said school year, and the Parties shall enter into a sub-agreement no less than 90 calendar days before the commencement of said school year. In the event that the Parties fail to timely enter into such a sub-agreement, the Parties agree that the number of SROs shall not change. The Parties further agree that the time requirements under this section are essential and material to this Agreement.

The duties of the SROs shall include, but not be limited to: investigations of violations of the law; classroom presentations; protection of students, school personnel and school property; participation in the development and administration of school security policies and practices; training for school staff and security personnel; and such other duties as set forth on Exhibit A or assigned by the City's Police Chief (the "Chief"). From time to time, the District Superintendent may request from the Chief certain modifications to the duties and responsibilities of the SROs. The Chief shall exercise reasonable discretion in accommodating or denying the Superintendent's request to modify the duties and responsibilities of the SROs.

The SRO shall not conduct investigations that are non-criminal in nature, such as residency or truancy. The SROs shall comply with applicable District policies and

procedures in the course of the SROs' duties, which shall include the policies listed in Exhibit B.

The Chief shall assign specific officers to SRO duties, subject to the District's advice and consent; provided, however, that all such officers assigned to SRO duties shall possess the qualifications listed in Exhibit C. The Chief shall review and consider any request by the District with regard to SRO selection, SRO assignment, or changes in SRO assignment. The Superintendent (or designee) may request to hold interviews of the eligible police officers in the presence of the Chief (or designee). 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 Chief, the District provides the Chief with a written request setting forth the rationale for the requested replacement, and the City has a suitable replacement given its then-existing operational needs and duties under this Agreement as determined in the Chief's reasonable judgment.

SRO's 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.*), applicable law, and City policy listed in Exhibit D.

- B) The Parties acknowledge that the location of assignments of the SROs may be in any of the District's schools located in the City's corporate limits, but shall be primarily located as defined in Section 2(A), above, depending upon the necessity for their services. School assignments on any given day will be determined by security concerns, as related by District personnel, and the calls for service at any school facility. The SROs may also be requested to attend after school activities outside of normal school hours. Such requests may be made by the administration of the District's schools located in the City's corporate limits.
- 1) While on duty at any school, the SRO shall be supervised by a designee of the Chief, and functional supervision shall lie with the administration of the building in question. When the District is not in session, the SROs shall be assigned to such police activities as the City shall deem appropriate.
 - 2) The City shall attempt to schedule the SROs' vacation time concurrently with the District's vacation time. In the event that such scheduling is not possible, the City will not be obligated to provide the services of another officer as a substitute for the vacationing officer. If an SRO is absent, the District may request that the City reassign another SRO to cover the absent SRO's duties, which the City shall approve, subject to the Chief's reasonable judgment. In the event of an extended absence, which shall be defined as an uninterrupted period of more than two (2) calendar weeks, the City shall exercise reasonable efforts to provide the services of another officer as a substitute for the SRO.
 - 3) If the City fails to provide at least three (3) SROs to perform the SROs' duties during a school day under this Agreement (the "SRO Minimum"), then the

District shall receive a credit to be applied against the District's Total SRO Cost for each school day that the City fails to provide the SRO Minimum, which shall be the District's sole and exclusive remedy for the City's failure to provide the SRO Minimum. The City shall take all reasonable steps to ensure that a back-up officer is assigned whenever possible for replacement duty, acknowledging that a series of replacements is disruptive to the school environment and challenging to the relationships necessary for effective SRO intervention. Substitutions will not result in an additional cost to the District, except as may otherwise be provided by this Agreement.

- C) The District shall reimburse the City for a percentage of the financial obligation for the SROs' salaries and benefits, including overtime pay directly arising from the District's activities, as may be increased by the City from time to time. The SROs' salaries cost, benefits cost, and District-related overtime cost shall be deemed the "Total SRO Cost". The District shall pay the City an amount equal to seventy-five percent (75%) of the Total SRO Cost for each SRO that the City assigns to the District under this Agreement on an annual basis. The City shall keep the District reasonably informed as to any changes in its approved collective bargaining agreement to allow the District to plan for any increased expenses.
- 1) The SROs' salaries shall be consistent with the total compensation and benefit package of other City police officers of a similar rank, considering all relevant factors, as set forth in the then-current labor agreement between the City and its police collective bargaining unit. The District agrees that it shall budget and appropriate adequate funds to cover such expenses, and in the event that it determines to not budget and appropriate for this purpose, it shall notify the City not less than ninety (90) days prior to the start of the school year.
 - 2) In the event that an SRO is injured in the course and scope of his employment, the District shall continue to pay the Total SRO Cost for said SRO if the City provides a replacement officer who is, to the extent possible, of like or similar rank and experience to resume the injured officer's duties. If the cost of the replacement officer is greater than that of the assigned SRO, the District shall pay such greater cost.
 - 3) Additionally, the District shall pay a pro rata share of the DeKalb Police Department's acquisition of two (2) additional Police vehicles, with the standard Police package including, but not limited to, light bars and a variety of electronic equipment, similar to, but not greater, in cost than the package in other patrol vehicles (the "SRO Vehicle Cost"). Because such vehicles will be available over a 24-hour period throughout the year, the District's one-time upfront cost shall be equal to 25% of the SRO Vehicle Cost. In the event that the Parties agree to a reduction in SROs under this Agreement, the City will consider a pro rata reimbursement of the District's payment of the SRO Vehicle Cost. The District's obligation under this Section shall only apply in the first year of the Agreement and shall in no event exceed \$50,000.

- 4) The City shall invoice the District for the sums due hereunder in two (2) equal installments, one (1) at the end of each school semester in that year's billing cycle. Invoices shall be itemized, and the District shall receive any requested backup documentation including, but not limited to, payroll data, upon request. The District shall reimburse the City within the period required under the *Local Government Prompt Payment Act*.

D) Mutual Indemnification and Insurance.

- 1) The District shall defend, 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, related to, or proximately caused by any and all negligent or intentional acts or omissions of the District and its officers, agents, and employees arising out of, or related to, this Agreement; provided, however, that the Parties shall be entitled to any defenses or immunities provided by law including, but not limited to, the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1, *et seq.*, notwithstanding the contract basis of liability under this Agreement. The obligation to defend and indemnify hereunder also extends to any claims, causes of action, suits, demands or proceedings, whether in law or in equity, to determine the liability of the SROs or the District. In fulfilling the District's obligations to defend and indemnify the City, the District shall, with the approval of the City, employ competent and skilled legal counsel, reasonably acceptable to the City Attorney, in defending any such claim. If the District fails or refuses to employ legal counsel as contemplated hereunder, the City shall, after providing the District with reasonable notice, be permitted to retain legal counsel, and all reasonable costs incurred by the City in doing so shall be paid by the District. Nothing in this Agreement shall be construed to prohibit the District from purchasing liability insurance which shall satisfy the requirements of this paragraph, pursuant to 105 ILCS 5/10-22.3.
- 2) The City shall indemnify, defend, and hold the District, its individual Board members, 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, related to, or proximately caused by any and all negligent or intentional acts or omissions by the City Indemnitees arising out of, or related to, this Agreement; provided, however, that the Parties shall be entitled to any defenses or immunities provided by law including, but not limited to, the *Local Governmental and Governmental Employees Tort Immunity Act*, 745 ILCS 10/1, *et seq.*, notwithstanding the contract basis of liability under this Agreement. The obligation to defend and indemnify hereunder also extends to any claims, causes of action, suits, demands or proceedings, whether in law or in equity, to determine the liability of the SROs or the City. In fulfilling the City's

obligations to defend and indemnify the District, the City shall, with the approval of the District, employ competent and skilled legal counsel, reasonably acceptable to the District's Attorney, in defending any such claim. If the City fails or refuses to employ legal counsel as contemplated hereunder, the District shall, after providing the City with reasonable notice, be permitted to retain legal counsel and all reasonable costs incurred by the District in doing so shall be paid by the City. Nothing in this Agreement shall be construed to prohibit the City from purchasing liability insurance in form and content acceptable to it.

- 3) 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 3(E)) 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.
- 4) The Parties' duties under this section shall survive the termination of this Agreement.
- E) The City Manager and Superintendent are authorized to enter into additional sub-agreements from time to time regarding the assignment and duties of the SROs, pursuant to the terms of this Agreement.

4. Reciprocal Reporting Obligations

- A) Pursuant to 105 ILCS 5/10-20.14(b), the District's parent-teacher advisory committee, in cooperation with local law enforcement agencies, shall develop, with the District's School Board, policy guidelines and procedures to establish and maintain a reciprocal reporting system between the District and local law enforcement agencies regarding criminal offenses committed by students.
- B) Pursuant to 105 ILCS 5/22-20, all courts and law enforcement agencies of the State of Illinois and its political subdivisions shall report to the Principal of any school in the District whenever a child enrolled therein is detained for proceedings under the Juvenile Court Act of 1987, as amended, or for any criminal offense or any violation of a municipal ordinance. The report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's

detention, and the status of proceedings. The report shall be updated as appropriate to notify the principal of developments and the disposition of the matter. The reported information shall be kept separate from and shall not become a part of the official school record of such child and shall not be a public record. The reported information shall be used solely by the appropriate school official(s) who(m) the school has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of the students and employees in the school.

C) Pursuant to 705 ILCS 405/1-7 A(8), local law enforcement agencies may transmit certain records to an appropriate District official pursuant to this Agreement, regarding any minor enrolled in a school in the District who has been arrested or taken into custody only if the agency or officer believes there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds, for any of the following offenses:

- 1) any violation of Article 24 of the Criminal Code;
- 2) a violation of the Illinois Controlled Substances Act;
- 3) a violation of the Cannabis Control Act;
- 4) a forcible felony as defined in Section 2-8 of the Criminal Code;
- 5) a violation of the Methamphetamine Control and Community Protection Act;
- 6) a violation of §1-2 of the Harassing and Obscene Communications Act;
- 7) a violation of the Hazing Act;
- 8) a violation of §§12-1 (Assault); 12-2 (Aggravated Assault); 12-3 (Battery); 12-3.05 (Aggravated battery); 12-3.1(Battery of an unborn child; aggravated battery of an unborn child); 12-3.2 (Domestic battery); 12-3.4 (Violation of an order of protection); 12-3.5 (Interfering with the reporting of domestic violence); 12-5 (Reckless Conduct); 12-7.3 (Stalking); 12-7.4 (Aggravated stalking); 12-7.5 (Cyberstalking); 25-1 (Mob action); or 25-5 (Unlawful contact with street gang members) of the Criminal Code; or
- 9) a similar violation of the then-current Criminal Code of the State of Illinois, as amended.

D) The Parties agree, to the extent allowable by law, to share any relevant lawful information regarding any student enrolled in the District, and who has been arrested or taken into custody for a violation of any criminal laws of the State of Illinois. The law enforcement agency that made the arrest shall be primarily responsible for supplying the aforementioned reports and information regarding a

student's arrest. Any law enforcement information or records subject to disclosure under this Agreement shall not be disclosed or made available in any form to any person or agency other than as set forth in this Agreement or as authorized by law.

- E) The Parties shall each name a designee for purposes of carrying out the responsibilities assigned under this Agreement. The designees for each of the Parties, or so many of them that may agree, shall meet as needed for the purposes of carrying out the responsibilities under this Agreement, including the sharing of any relevant and lawful information regarding students.
- F) The Parties shall each utilize their best efforts to provide the information to be reported under this Agreement but, in no event, shall either party be liable for the failure to provide such information, whether through inadvertence or otherwise. Any records that are permissible to disclose to any SRO may be further disclosed to any other police officer or law enforcement personnel for official investigative or prosecutorial purposes, subject to applicable law.
- G) In accordance with the *Illinois School Student Records Act* (ISSRA) and the regulations implementing the federal *Family Educational Rights and Privacy Act* (34 C.F.R. 99) (FERPA), any and all information constituting student records or education records under those laws that is received by the City as a result of this Agreement shall be kept confidential by the City and shall not be disclosed by the City to another party, except as provided under State and Federal law, without the prior written consent of the parent of the student (or consent of the student if s/he has assumed rights under the law). This representation shall be deemed to constitute the written certification by the City, as required by ISSRA and FERPA, to acknowledge and agree to the City's ongoing compliance with the confidentiality requirements related to receipt of student record information pursuant to this Agreement.

5. Security Camera Access

- A) The Parties acknowledge that the District maintains a comprehensive set of security cameras used to monitor and maintain the security and integrity of District property. The Parties further agree that, in the event of a public safety emergency involving the District property, providing access to the 'live' viewing of the security camera footage to the City and its first responders could dramatically increase public safety and the efficacy of public safety responses to said emergency.
- B) Accordingly, the Parties agree that the District shall utilize its best efforts to provide the City with access to its security cameras in an electronic format accessible to the City. The Superintendent and Chief of Police (with the consent of the City Manager) shall be authorized to enter into a separate agreement providing the mechanism, terms, and conditions of such access. Under no circumstances shall the access agreement or the availability of the security camera feed to the City be interpreted to create an obligation of the City to monitor such security cameras, it

being acknowledged by the Parties that the City lacks the resources to actively monitor the security cameras at all times. At the time of undertaking a separate agreement, the Parties shall determine appropriate use restrictions for such system to enhance the safety of the District's facilities without engaging in unnecessary monitoring or review. Such use restrictions shall include the following: (1) City shall be prohibited from utilizing such "live" access or accessing any "live" footage in any way other than in response to a valid emergency call pertaining to a school, and only where such access is necessary to protect the health or safety of a student or other individuals; (2) District shall provide City's Police Department access to inspect and copy the non-live video footage for police purposes upon City's reasonable request; (3) City shall provide training to all applicable staff concerning the confidentiality of the security camera footage and the narrow circumstances in which such access is authorized and shall strictly prohibit staff from accessing such footage for any unauthorized use; (4) City shall be prohibited from copying any footage accessed hereunder, except as may be necessary to preserve evidence for police purposes or as may otherwise be provided by this Agreement; (5) City shall not further disclose the contents of "live" footage to any other party who is not a law enforcement agency; (6) City shall maintain reasonable security procedures that prevent any inadvertent disclosures of "live" footage; (7) Any testing of "live" access to such footage shall occur at times when no students are present; and (8) City shall notify the District immediately of any unauthorized or inadvertent use or disclosure of the "live" footage.

6. General Provisions


- A) **Term and Termination:** This Agreement shall have a term of three (3) years from the Effective Date. Notwithstanding the foregoing to the contrary, this Agreement may be terminated by either Party upon the provision of not less than ninety (90) calendar days written notice to the other Party; provided, however, that if the District fails to timely provide its notice of termination not less than 90 calendar days before August 1st of the applicable calendar year, then the District shall be responsible for making full payment to the City of the Total SRO Cost for the applicable school year commencing after August 1st of the then applicable calendar year, even though the City shall have no obligation to assign SROs to the District under this Agreement following the effective date of the District's notice of termination. Regardless of the timing of District's notice of termination, City shall consider the pro rata reimbursement of the SRO Vehicle Cost under this Agreement. The Parties further agree that the time requirements under this section are essential and material to this Agreement.
- B) **Designees:** References to the City Manager, Chief of Police, or Superintendent shall be deemed to reflect such persons and/or the authorized designees thereof.
- C) **Jurisdiction, Venue:** Jurisdiction and venue for any dispute arising out of or relating to this Agreement shall be exclusively fixed in the Twenty-Third Judicial Circuit Court of DeKalb County, Illinois.

D) Disclaimers:

- 1) There are no intended or implied third-party beneficiaries of this Agreement.
- 2) Nothing in this Agreement shall be intended, nor shall it be interpreted, to waive any and all statutory or common law privileges and/or immunities of either of the Parties. The Parties shall comply with all applicable laws, ordinances, rules, regulations, and codes in performing their respective obligations under this Agreement.
- 3) Except as otherwise provided herein, this Agreement may be amended only by a duly approved written amendment by the City's corporate authorities and the District's School Board.
- 4) If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, and portions of this Agreement, and to that end, all provisions, covenants, agreements, and portions of the Agreement are declared to be severable. The Parties shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement; to aid and assist each other in carrying out the terms and objectives of this Agreement and the intentions of the Parties as reflected by said terms, including the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement and as may be necessary to give effect to the terms and objectives of this Agreement.
- 5) This Agreement sets forth all agreements, undertakings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties. In the event of any conflict between two or more components of this Agreement providing standards, guidelines, or requirements for District to act upon in or around the Property, construction or related activities for the Property, the more restrictive provision shall apply unless the City agrees otherwise.
- 6) This Agreement shall inure to the benefit of, and be binding upon the District and its successors, grantees, lessees, and assigns, and upon the City and its successors, grantors, lessees, and assigns; provided, however, that no Party shall assign this Agreement without the prior written consent of the other Party, as evidenced in a written sub-agreement executed by the City Manager and District Superintendent, which shall not be unreasonably withheld.
- 7) Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally

delivered, to the Parties at their official address. Notices shall be deemed given on the third (3rd) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

Entered into as of the 1st day of July, 2022, by and between the City of DeKalb and the DeKalb Community Unit School District No. 428.


Cohen Barnes, Mayor
City of DeKalb




Attest: Recording Secretary

President
Board of Education

Attest: Board Secretary

- 5) This Agreement sets forth all agreements, undertakings, and covenants between and among the Parties. This Agreement supersedes all prior agreements, negotiations, and understandings, written and oral, and is a full integration of the entire agreement of the Parties. In the event of any conflict between two or more components of this Agreement providing standards, guidelines, or requirements for District to act upon in or around the Property, construction or related activities for the Property, the more restrictive provision shall apply unless the City agrees otherwise.
- 6) This Agreement shall inure to the benefit of, and be binding upon the District and its successors, grantees, lessees, and assigns, and upon the City and its successors, grantors, lessees, and assigns; provided, however, that no Party shall assign this Agreement without the prior written consent of the other Party, as evidenced in a written sub-agreement executed by the City Manager and District Superintendent, which shall not be unreasonably withheld.
- 7) Any notice required or permitted by the provisions of this Agreement shall be in writing and sent by certified mail, return receipt requested, or personally delivered, to the Parties at their official address. Notices shall be deemed given on the third (3rd) business day following deposit in the U.S. Mail, if given by certified mail as aforesaid, and upon receipt, if personally delivered.

Entered into as of the 1st day of July, 2022, by and between the City of DeKalb and the DeKalb Community Unit School District No. 428.

Cohen Barnes, Mayor
City of DeKalb

Attest: Recording Secretary



President
Board of Education



Attest: Board Secretary

EXHIBIT A

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, District, and community organizations as a resource;
4. Work with parents, law enforcement, and social service agencies on matters that may affect the District;
5. Work cooperatively with other law enforcement agencies, including neighboring law enforcement entities, to fulfill the duties described hereunder;
6. Enforce State criminal laws and City Code, and take appropriate action in response to violations of same;
7. When feasible, SROs are encouraged to maintain a high level of visibility during school entrance and dismissal times, as well as during passing periods;
8. Meet with District's 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 District administration for discipline and enforcement of student handbook and policies, referring students for further law enforcement proceedings, and using law enforcement authority in necessary situations;
10. Protect District property, students, staff, and visitors from criminal activity by patrolling the District's school building and grounds and attending District 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 District Emergency Plan;
12. Present lessons in appropriate courses, as requested by the District (e.g., driver's education, government);
13. Serve as a liaison between the District 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 District administration in the development of plans and strategies which minimize dangerous situations including those related to student or community unrest which impact the District;
16. Participate in ongoing safety/security training as needed;
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; and
18. The SRO shall provide information, records, and testimony when the SRO is directly involved in an incident and when requested by the District administration for student disciplinary and expulsion proceedings; and
19. The SRO shall serve as a member of the District's district-level and school-level threat assessment teams in accordance with the *School Safety Drill Act* and Board of Education Policy and procedures.

EXHIBIT B

RELEVANT SCHOOL BOARD POLICIES

4:165 Awareness and Prevention of Child Sexual Abuse and Grooming Behaviors
4:170 Safety
4:175 Convicted Child Sex Offender; Screening; Notifications
4:190 Targeted School Violence Prevention Program
5:020-Workplace Harassment Prohibited
5:040- Communicable and Chronic Infectious Disease
5:050-Drug- and Alcohol-Free Workplace; E-Cigarette, Tobacco, and Cannabis Prohibition
5:100 Staff Development Program
5:120 Employee Ethics; Conduct; and Conflict of Interest
5:125 Personal Technology and Social Media; Usage and Conduct
5:130 Responsibilities Concerning Internal Information
5:140 Solicitations By or From Staff
5:170 Copyright
6:10 Educational Philosophy and Objectives
6:65 Student Social and Emotional Development
6:235 District Technology Acceptable Use Policy
7:15 Student and Family Privacy Rights
7:20 Harassment of Students Prohibited
7:150 Agency and Police Interviews
8:25 Advertising and Distributing Materials in Schools Provided by Non-School Related Entities
8:30 Visitors to and Conduct on School Property (provisions for visitors and firearms do not apply to SRO's)

To the extent that there may be a conflict between these policies and the City's policies regulating the same or substantially similar employee conduct, the SRO shall follow City policy, except as may otherwise be expressly provided by this Agreement.

EXHIBIT C

QUALIFICATIONS OF THE SRO

1. Three years full-time law enforcement experience as of August 2022.
2. Comprehensive knowledge of policies and procedures of the police department.
3. Comprehensive knowledge of State and Federal law, as well as City ordinances and case law.
4. Knowledge of community policing principles.
5. Excellent verbal and written communication skills.
6. Ability to work as part of a team.
7. Supportive of department goals, objectives, and policies.
8. High level of motivation, self-initiated activity, and ability to multi-task.
9. Ability to perform in accordance to established standards even when not under direct supervision.
10. Willing to commit to a minimum of two years in the position (understanding that if other opportunities become available, you can still put in for those).
11. Be able to function as a strong role model for students in the District.
12. Possess an even temperament and set a good example for students.
13. Possess competent computer skills to review and manage District resources that support safety & security on our campuses; i.e. video surveillance equipment and software.
14. 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 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 D

BODY WORN CAMERA

[Attach City Policy 407.11]

1027792_2

DEKALB POLICE DEPARTMENT

Subject: Body Worn Cameras
Initial Issue, Effective: 3-1-20
Reference Material: ILCS; IACP Research Papers
ILEAP Standards Covered: NA

Policy #: 407.11

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PURPOSE: The purpose of this policy is to provide officers with instructions on when and how to use body worn cameras, so officers reliably record their contacts with the public in accordance with the law.

POLICY: It is the policy of the DeKalb Police Department to initiate a pilot project to equip officers with body worn cameras. The police department is committed to the belief that video and audio documentation of an officer's encounter with the community is an important and valuable resource. Use of these cameras will facilitate professionalism, accountability, and transparency by documenting interactions with the public. This policy is not intended to capture footage or conversations with citizens who do not wish to be recorded. The police department strives to respect the reasonable privacy expectations of civilians, as provided by law.

Furthermore, the department recognizes that the body worn camera may not capture all of what the officer sees and hears, or what an officer senses or experiences. The recorded images do not provide the totality of the circumstances that drives the officer's response to a particular situation. Officers will continue to provide thorough police reports to ensure the totality of each incident is documented.

DEFINITIONS:

Body Worn Camera (BWC): An electronic camera system for creating, generating, sending, receiving, storing, displaying, and processing audiovisual recordings.

Body Worn Camera (BWC) Administrator: Commander, appointed by the Chief of Police, who is responsible for oversight of the police department's body worn camera program.

Body Worn Camera (BWC) Coordinator: Sergeant, appointed by the BWC Commander, who is responsible for the day to day functions of the police department's body worn camera program.

Buffering Mode: The device feature for which the camera continuously video records and holds the most recent 30 seconds of video prior to record activation; audio recording is not captured when the camera is in this mode. With this feature, the initial event that causes the officer to activate the recording is likely to be captured automatically.

Community Caretaking Function: A function unrelated to the investigation of a crime such as participating in public meetings, including but not limited to, assisting a lost child, providing death notifications, or performing well-being checks on the sick or elderly.

Event Mode: When the event button on the body worn camera is activated and the camera is recording both audio and video for up to ten hours. The buffered video, not audio, captured directly before the event will be saved and attached to the event's permanent memory.

In Uniform: Pursuant to the Law Enforcement Officer Worn Body Camera Act, 50 ILCS 706/10, means a law enforcement officer who is wearing any officially authorized uniform designated by a law enforcement agency, or a law enforcement officer who is visibly wearing articles of clothing, a badge, tactical gear, gun belt, a patch, or other insignia that he or she is a law enforcement officer acting in the course of his or her duties.

Law Enforcement Related Encounters or Activities: Pursuant to the Law Enforcement Officer Worn Body Camera Act, 50 ILCS 706/10, this includes, but is not limited to traffic stops, pedestrian stops, arrests, searches, interrogations, investigations, pursuits, crowd control, traffic control, non-community caretaking interactions or a consensual encounter with an individual while on patrol, or any other instance in which the officer is enforcing the laws of the municipality, county, or state. *This does not include situations where the officer is completing paperwork alone or only in the presence of another law enforcement officer.*

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Docking Station : A portable multi-ported docking station used to simultaneously recharge the body worn camera while uploading all digitally encrypted data from the device.

PROCEDURES:

I. OBJECTIVES OF THE BODY WORN CAMERA PROGRAM

- A. Promote officer safety.
- B. Document statements and events during the course of an incident.
- C. Enhance an officer's ability to document and review statements and actions for internal reporting requirements, as well as courtroom preparation and presentations.
- D. Preserve visual and audio information and evidence for use in investigations and criminal prosecutions.
- E. Serve as a training tool to provide impartial measurement for self-critique and field evaluation during officer training.
- F. Enhance public trust and accountability by preserving factual representations of officer and citizen interactions.

II. TRAINING PRIOR TO USE OF BODY WORN CAMERAS

- A. Prior to being assigned a body worn camera (BWC), officers must complete mandatory training provided by the department to obtain an understanding on how to use the BWC system and the procedures outlined in this policy.
- B. Additional training may be required at periodic intervals for officers displaying a substandard performance in the use of the BWC or when there has been a change in the procedure.
- C. Recordings may be used for the purposes of instruction, training, or ensuring compliance with agency policies. Officers who are aware of a particular recording that may be used for training should notify a supervisor who will review the recording to determine its feasibility as a training tool.
 - 1. Officers involved in a recording that will be used for training shall be notified in person by a supervisor. This practice will facilitate a discussion regarding the purpose for using the recording and gives the officer an opportunity to express any concerns about using the recording for training.
 - 2. The use of recordings for training shall not be used to belittle, ridicule or embarrass any officer.
 - 3. Recordings designated for training purposes may be viewed by officers in the presence of a training instructor or a supervisor.
 - 4. Following the applicable storage retention period, these recordings may be kept for an extended period of time, at the discretion of the BWC Administrator.
- D. Requests from an outside agency for BWC footage, for the purpose of training, shall be forwarded to the BWC Administrator for approval.

III. REQUIREMENTS AT BEGINNING AND END OF SHIFT

- A. Officers shall use reasonable care to ensure the proper functioning of BWC equipment. Officers who have received a BWC agree to maintain the BWC in a state of operational readiness. Equipment malfunctions shall be brought to the attention of their supervisor, as soon as possible, so that a replacement unit may be procured.

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- B. Officers shall inspect and test the BWC to verify proper functioning and ensure the battery is fully charged in accordance with the manufacturer's recommendation.
- C. Officers shall also inspect the body of the camera and associated equipment to look for signs of visible damage. As soon as practical, any visible damage or concerns about the functionality of the equipment will be documented and brought to the attention of the employee's supervisor.
- D. At the end of their shift, officers shall return the BWC to the docking station for uploading. The camera shall remain at the docking station when not being utilized. Officers are not authorized to bring the camera home unless expressly permitted.
- E. If the camera was damaged during the officer's tour of duty, the officer shall bring it to the attention of their supervisor as soon as possible.

IV. OPERATIONAL GUIDELINES

- A. Officers are required to turn on BWC at all times when the officer is wearing their uniform, as defined herein, and is responding to calls for service or engaged in any official law enforcement related encounter or activities occurring while the officer is on duty, subject to the exceptions listed in the policy.
- B. Officers shall only utilize department issued BWC in the performance of their law enforcement related duties; exceptions may be granted by the Chief of Police or designee.
- C. The safety of the officer and public takes precedence over the recording of events.
- D. Officers have discretion as to the placement of the BWC, as approved by the department, and consistent with manufacturer recommendations.
- E. Officers shall ensure the BWC is on buffering mode during their tour of duty. This ensures that the previous 30 seconds of captured video is captured when the camera transitions to the event mode.
- F. Officers assigned a BWC shall activate the system from buffering mode to event mode to record the entire incident for all of the following:
 - 1. Routine calls for service, prior to arriving at a dispatched call or when self-initiating a response to a call.
 - 2. Emergency driving situations, when inside a squad that does not have a functioning in-car recording system. However, if the squad has a functioning in-car recording system, officers have discretion to leave their body worn camera on event mode.
 - 3. Emergency responses to in-progress or just occurred dispatches where fleeing suspects or vehicles may be captured on video leaving the crime scene.
 - 4. Execution of a search warrant, arrest warrant, or a consent search in which the officer is looking for a suspect.
 - 5. Foot and vehicle pursuits.
 - 6. High risk situations.
 - 7. If another officer is on scene during the search of a detainee, as appropriate and without sacrificing officer safety, position the search so that it is captured on the camera.
 - 8. The initial crime scene search and processing. In instances where the crime scene search and/or processing will be for an extended period of time, the camera is not required to be in recording mode. However, when the officer believes there is a reasonable likelihood of

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- engaging in any law enforcement related activity, the camera shall be in recording mode.
9. Situations where the officer reasonably believes to serve a proper purpose. For example, recording the processing of an uncooperative arrestee or through the booking process
 10. Transporting a detainee or persons not in police custody, regardless of gender. If multiple officers are transporting, all officers are required to record the incident using the BWC.
 11. Officers shall also adhere to the provisions set forth in Policy 103.3, Mobile Video Recording.
 12. Prior to arriving at a dispatched call or when self-initiating a response to a call.
- G. When exigent circumstances exist which prevent the camera from being turned on, the camera shall be turned on as soon as practicable. The circumstances shall be documented in the officer's police report.
- H. Verbal notification to the person being recorded is not required by law, except when there is a reasonable expectation of privacy. Refer to Section VI for more information on reasonable expectation of privacy.
- I. During non-custodial interviews and interrogations/custodial interviews where the officer chooses to record with the BWC and recording is not required by law, the person shall be notified that they are being recorded. Furthermore, custodial interrogations, to include subjects who were under eighteen (18) years of age during the commission of the crime, conducted in a place of detention related to the certain offenses are required to be recorded by either use of both audio and/or video recording.
- J. During the recording of an incident, officers shall not turn off the BWC until the entire incident has been recorded. In instances where case strategy is being discussed and release of the information will compromise the investigation, the camera shall remain in recording mode. However, the information will be redacted in the event the recording is requested through the Freedom of Information Act (FOIA) and will be released in accordance to the provisions set forth in the Law Enforcement Officer Worn Body Camera Act.
- K. In the event of an arrest, the incident is concluded when the subject has been transported to the station. When other recording devices in the booking facility are not in use, the officer's camera shall be on recording mode when the Miranda Warning is being provided to the person in custody.
- L. The recording of officers serving in an undercover capacity should be avoided. In instances where undercover officers are captured, the identity of that officer will be redacted if the recording is requested through the Freedom of Information Act (FOIA) and will be released in accordance to the provisions set forth in the Law Enforcement Officer Worn Body Camera Act.
- M. If the officer fails to activate the BWC to event mode, does not record the entire incident, or interrupts the recording for any reason, the officer shall verbally document, on the recording, the time, place and reason why the recording was not made or was discontinued. This shall also be documented in the officer's police report.
- N. Officers shall indicate in the police report narrative when recordings were made during the incident and follow the proper protocol to document use of body worn cameras in the records management system.
- O. There may be situations when an officer is in uniform without a BWC. This may occur when the officer's contact with the public is generally business in nature and they are not expected to respond to calls for service. These officers may encounter a situation that unexpectedly

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requires him/her to undertake actions in a law enforcement capacity; the reason for not having a BWC recording shall be documented in the police report.

- P. While taking a complaint or possible complaint against an employee, the BWC shall be in recording mode.

V. CRITICAL INCIDENTS

- A. Officers may encounter situations where the circumstances rise to the level of a critical incident. These situations often require a response from supervisors and/or investigative units. The following situations, but not limited to, fall under this section:
1. Deadly force situations.
 2. Officer-involved traffic crash with fatalities or serious injuries.
 3. Employee sustains a serious injury or death in the line of duty.
- B. The supervisor responsible for the investigation, but not directly involved in the actual incident, shall take physical custody of the BWC that may have captured the incident.
1. Pursuant to the Law Enforcement Body Worn Camera Act and in circumstances in which the officer will be completing a police report, the recording officer may access and review recordings prior to completing a police report or other documentation, provided that the officer or their supervisor discloses the fact that such video footage has been reviewed prior to writing the report.
 2. Officers may review footage due to ongoing exigency that may aid the present investigation.
- C. The supervisor shall, as soon as practicable, upload the recording(s) and flag the recordings to extend the retention period.
- D. Protected conversations with the appropriate counsel should not take place until the device is removed or completely powered down.

VI. REASONABLE PRIVACY EXPECTATIONS

- A. Private citizens do not have a reasonable expectation of privacy when talking with police officers during the scope of an officer's official duties, even when the contact is in a private residence. When officers are lawfully present in a home during the course of official duties, there is no reasonable expectation of privacy. Officers are not required to give notice to the resident or others that they are being recorded.
- B. When the subject has a reasonable expectation of privacy, officers shall inform individuals that they are being audio and video recorded. Consent to continue audio recording must be obtained. Proof of the notification and consent must be evident in the recording and documented in the officer's police report.
1. Once the initial notice has been provided, the notice requirement has been satisfied, even when another individual becomes a party to the communication.
 2. When consent is not obtained, event mode needs to be deactivated.
 3. If exigent circumstances exist which prevents the officer from providing the notice, notice must be given as soon as practical.
- C. A person's objection to being audio and video recorded will not be honored in situations

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pursuant to an arrest or search of a residence. A subject who is being arrested does not have a reasonable expectation of privacy.

- D. If an officer is uncertain as to whether a reasonable expectation of privacy exists, the officer shall provide the aforementioned verbal notice.

VII. WHEN TO TURN OFF THE BODY WORN CAMERA

A. Officers have discretion to turn off the BWC under the following circumstances:

1. When inside a squad that is equipped with a functioning in-car camera. When the officer exits the squad, the BWC shall be turned back on. However, during long distance transports, officers may encounter a situation that requires him/her to escort the person in custody out of the squad or the officer believes there is a propensity to come into contact with a citizen. In these instances, the transporting officer shall ensure their camera is in recording mode. If there are multiple transporting officers, all officers need to ensure their camera is in recording mode.
2. While engaged in a community caretaking function. However, the camera shall be turned on if the officer has reason to believe that the person on whose behalf the officer is performing a community caretaking function has committed or is in the process of committing a crime. If exigent circumstances exist which prevent the camera from being turned on, the camera shall be turned on soon as practicable.
3. When the person being arrested is cooperative and safely secured inside the police department when the booking facility camera system is operating. If the person becomes uncooperative or if some evidentiary purpose arises, officers should resume recording in event mode until the officer no longer has contact with the subject.

B. The BWC shall not record under the following circumstances:

1. A victim of a crime, witness of a crime, informant, or community member who wishes to report a crime or a complaint against a police department employee requests that the camera be turned off and such request is made on the recording, unless impractical or impossible. However, the officer may continue to record or resume recording if exigent circumstances exist, or if the officer has reasonable articulable suspicion that the person who requests not to be recorded has committed or is in the process of committing a crime, the officer may continue to record or resume recording. Under these circumstances, unless impractical or impossible, the officer shall indicate on the recording the reason for continuing to record, despite the objection of the person being recorded.
2. The officer is interacting with a confidential informant or assisting a special division in a sensitive operation where confidentiality is imperative to the operation; approval must be sought from the appropriate supervisor.
3. Locations where a reasonable expectation of privacy exists, such as a dressing room or restroom, unless required for capturing evidence.
4. The incident involves sensitive exposures of private body parts, unless required for capturing evidence. When footage is needed for the purpose of capturing evidence, whenever possible, the recording officer shall be of the same sex as the victim. If the victim self-identifies with a gender that is different from their biological sex, the officer shall inquire whether the victim has a preference as to the gender of the recording officer.
5. Personal activities or other department members during routine, non-enforcement related activities. Examples include locker rooms, break rooms, restrooms, completing police reports, or casework or personal discussions with personnel.
6. During any court related matter, to include pre-trial conferences, depositions, or any other

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activity in the courtroom.

7. Inside medical and psychiatric facilities, except when a situation arises that the officer reasonably believes to serve a proper police purpose. Reasonable attempts shall be made to avoid recording persons other than the suspect.

- C. The surreptitious audio recording of a private conversation or when there is a reasonable expectation of privacy is prohibited by law.

VIII. ACCIDENTIAL RECORDINGS AND DELETION

- A. In the event of an accidental activation of the BWC during non-enforcement or non-investigative activities or in a situation where a reasonable expectation of privacy exists, officers may submit a Body Worn Camera Recording Deletion Request Form. Said form shall be forwarded to the officer's supervisor.
- B. Approved requests shall be forwarded to the BWC Administrator for review and approval. Recordings deemed by the administrator to hold no official purpose shall be deleted. Deletions shall be made by the BWC Coordinator upon approval of the BWC Administrator.
- C. The BWC Coordinator shall maintain all completed BWC Recording Deletion Request Forms.

IX. SECURITY/VIEWING OF BODY WORN CAMERA RECORDINGS

- A. All employees should be aware that audio and video data may contain extremely sensitive and private recordings and are responsible for ensuring compliance to the information contained in this section. Furthermore, a breach in data security, careless handling of data and/or intentional release of data to non-authorized individuals may jeopardize relationships with citizens, subject victims to an invasion of privacy, jeopardize prosecutions, and endanger the safety of individuals.
- B. All recorded media, images and audio from the BWC are property of the DeKalb Police Department and shall not be copied, released, or disseminated in any form or manner outside the parameters of this policy without the expressed written consent of the chief of police.
- C. Unauthorized use, edits, deletions, duplication, and/or distribution of BWC files are prohibited. Employees shall not make copies of any BWC file for their personal use and are prohibited from using a recording device such as a phone camera or secondary video camera to record BWC files.
- D. Officers have the discretion to determine if the circumstances warrant a review by a citizen, such as identifying the suspect in the footage. Otherwise, the recordings may be released by the city at a later time, following the protocol established in the Law Enforcement Officer Worn Body Camera Act, as required by law, or subpoena.
- E. The following employees, in addition to officers, have access to BWC footage:
 1. Field Training Officers for the purpose of training a new officer.
 2. Sworn supervisors for the purpose of conducting a monthly audit to ensure the BWC are being used appropriately. Refer to Section XIII, which outlines the responsibility of supervisors.
 3. Records Manager and Records Division staff members to comply with requests for video.
 4. Detectives for the purpose of reviewing evidence associated with an assigned case.

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5. BWC Administrator, BWC Coordinator, Command Staff, and Public Safety Systems Specialists for the purpose of managing BWC and related equipment.

X. UPLOADING AND CATEGORIZATION

- A. All BWC recordings may be considered to be evidence.
- B. The BWC will be placed in the docking station at the end of each shift. The recordings will be stored and accessible to authorized employees.
- C. Officers shall ensure video recordings are properly categorized.

XI. RETENTION AND PUBLIC REQUESTS FOR RECORDINGS

- A. All BWC recordings will be retained for a minimum of 90 of days from the date of the recording. However, certain situations require the recording to be flagged which extends the retention period to two years from the date the recording was flagged. Recordings shall be flagged in the following situations:
 1. A formal or informal complaint has been filed.
 2. The officer discharged their firearm or used force during the encounter.
 3. Death or great bodily harm occurred to any person in the recording.
 4. The encounter resulted in a detention or an arrest, excluding traffic stops which resulted in only a minor traffic offense or business offense.
 5. The officer is the subject of an internal investigation or otherwise being investigated for possible misconduct.
 6. The officer's supervisor, prosecutor, defendant, or court determines that the encounter has evidentiary value in a criminal prosecution.
 7. The recording officer requests that the video be flagged.
- B. When a flagged recording is used in a criminal, civil, or administrative proceeding, the recording shall not be destroyed until a final disposition and order from the court.
- C. Recordings used for training purposes, following the 90-day storage retention period, may retained for an extended period of time at the discretion of the BWC Coordinator.
- D. The freedom of information protocol established in the Law Enforcement Officer Body Worn Camera Act shall be followed when reviewing public requests for information.
- E. Employees may request a copy of a recording by completing the BWC Recording Request Form, to be approved by their supervisor, and forwarded to the Records Division. Completed forms shall be maintained by the Records Division.

XII. OFFICER REVIEW OF BODY WORN CAMERA RECORDINGS

- A. Officers make decisions based on the totality of human senses. An officer's recollection of specific details may be different than what is captured in digital evidence since BWC recordings only capture audio and video. The review of recordings can provide a cue to an officer's memory to recall more facts and greater detail of an incident.
- B. The recording officer and their supervisor may access and review recordings prior to completing the police report or other documentation, provided that the officer or their

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supervisor discloses that fact in the police report.

XIII. SUPERVISOR RESPONSIBILITY

- A. Supervisors shall ensure officers equipped with BWC utilize them in accordance to policy and training.
- B. When a supervisor becomes aware that a recorded incident pertains to a critical incident, the supervisor shall review only those recordings necessary and relevant to their investigative scope. The supervisor is responsible for forwarding the information via the chain of command.
- C. Not less than once every 30 days, the Division Commander shall ensure an appropriate sampling of BWC recordings pertaining to the work groups under their command are reviewed. The purpose of this review is to ensure that equipment is operating properly and that officers are using the cameras appropriately and in accordance with this policy and training.
 - 1. An appropriate sampling shall be interpreted as a sufficient number of recordings that is proportionate to the number of officers assigned to the work group.
 - 2. The selection of recordings will be conducted in a manner that promotes an equitable review of recordings from all officers.
 - 3. Supervisors shall document their review using the BWC Monthly Review Form. Completed forms shall be forwarded to the BWC Administrator.
 - 4. Supervisors shall not review recordings for the sole purpose of searching for violations of department policy or law not related to a specific complaint or incident.
 - 5. If policy violations are observed by a supervisor, such policy violations shall be treated on a basis which neither enhances nor diminishes any potential discipline.
- D. Recordings may be reviewed to determine possible employee discipline when:
 - 1. A formal or informal complaint of misconduct has been made.
 - 2. The encounter on the recording could result in a formal investigation under the Uniform Peace Officer's Disciplinary Act. The Uniform Peace Officer's Disciplinary Act defines a formal investigation as the process of investigation ordered by a commanding officer during which the questioning of an officer is intended to gather evidence of misconduct which may be the basis for filing charges seeking his or her removal, discharge or suspension in excess of three days.
 - 3. A use of force incident has occurred.
 - 4. As corroboration or other evidence of misconduct.
- E. Recordings shall not be used to prepare performance evaluations, unless used for the purpose of correcting substandard employee performance that was brought to the supervisor's attention or highlighting commendatory performance of an employee.

XIV. RESPONSIBILITIES OF THE BODY WORN CAMERA COORDINATOR

- A. Assign BWC to officers who have completed the approved training.
- B. Maintain a record of assigned BWC, to include the transfer of the unit to another officer, and related equipment.
- C. Maintain and troubleshoot the cameras and related equipment.
- D. Arrange for the warranty and non-warranty repair of units; maintain repair records.
- E. Update software and system settings as necessary.

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XV. PUBLIC RECORDING OF LAW ENFORCEMENT

- A. No officer may hinder or prohibit any person recording a law enforcement officer in the performance of their duties in a public place or in a circumstance where the officer has no reasonable expectation of privacy.
- B. The unlawful confiscation or destruction of the recording medium of a person who is not a law enforcement officer may result in criminal penalties, as well as departmental discipline, including, but not limited to termination.
- C. Officers may take reasonable action to maintain safety and control, secure crime scenes and accident sites, protect the integrity and confidentiality of investigations, and protect the public safety and order.

XVI. REPORTING

On or before May 1 of each year, the police department shall provide an annual report to The Illinois Law Enforcement Training and Standards Board. The report shall include:

- A. A brief overview of the makeup of the agency, to include the number of officers using a BWC.
- B. The number of BWC used by the department.
- C. Technical issues with the equipment and how the issues were remedied.
- D. Brief description of the review process used by supervisors.
- E. For each recording used in the prosecution of conservation, criminal, or traffic offenses or municipal ordinance violations:
 - 1. The date, time, and location of the incident.
 - 2. The offense charged and the date charges were filed.
- F. Any other relevant information pertaining to the administration of the BWC program.
- G. The BWC Administrator shall conduct a documented annual review of the Body Worn Camera Program, along with the procedures established in this policy. The purpose of this review is to determine if there are any training concerns, court decisions, or technological changes that warrant changes to department practices and the procedures established in this policy.

Policy becomes effective on 3-1-20 by authority of the Chief of Police.

NOTE: This policy and procedure summarizes the department's position on this specific matter. This policy is for general direction and guidance primarily designed for use by the department's members. This policy is for internal use only and does not create or enlarge an officer's liability in any way. This policy shall not be construed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of this policy, if proven, can only form the basis of an internal departmental complaint and then only in a non-judicial administrative setting.

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AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This Amendment to the Intergovernmental Agreement between the City of DeKalb, an Illinois municipal corporation (the "City") and the DeKalb Community Unit School District No. 428 (the "District") is entered into as of July 1, 2023 (the "Effective Date"), with the City and District collectively referred to hereafter as "the Parties."

RECITALS

WHEREAS, the Parties previously entered into an Intergovernmental Agreement for School Resource Officers as of July 1, 2022, through June 30, 2025 (the "Agreement"); and

WHEREAS, the Agreement allows the Parties to amend the Agreement by a duly approved written amendment by the City's corporate authorities and the District's School Board; and

WHEREAS, the Parties jointly wish to amend the Agreement to provide a safer and more secure learning environment in the District's schools.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

- 1. Incorporation of Recitals:** The Recitals set forth above are adopted and incorporated herein by reference as this Paragraph 1.
- 2. School Resource Officers:** Paragraph 3(A) of the Agreement is hereby amended and restated as follows:
 - A) The City shall assign five (5) full-time, sworn police officers to the District as SROs. The Parties agree that the assignment of the SROs shall customarily be as follows:
 - DeKalb High School: 2 SROs.
 - Clinton Rosette Middle School: 1 SRO
 - Huntley Middle School: 1 SRO
 - Elementary Schools: 1 SRO. For the six (6) elementary schools within the City's corporate limits, one (1) SRO will rotate between the schools in the manner determined by the Parties based on daily operational needs.

Any reduction or expansion of the number of SROs identified in this Section 3 may only occur with the Parties' mutual, written consent in a sub-agreement in the manner provided by this Agreement; provided, however, that unless agreed otherwise, each Party shall give the other Party written notice of its intent to revise the number of assigned SROs for an applicable school year no less than 120

calendar days before the commencement of said school year, and the Parties shall enter into a sub-agreement no less than 90 calendar days before the commencement of said school year. Neither Party shall unreasonably withhold its agreement from the other Party's request to reduce the number of SROs. In the event that the Parties fail to timely enter into such a sub-agreement, the Parties agree that the number of SROs shall not change. The Parties further agree that the time requirements under this section are essential and material to this Agreement.

The duties of the SROs shall include, but not be limited to: investigations of violations of the law; classroom presentations; protection of students, school personnel and school property; participation in the development and administration of school security policies and practices; training for school staff and security personnel; and such other duties as set forth on Exhibit A or assigned by the City's Police Chief (the "Chief"). From time to time, the District Superintendent may request from the Chief certain modifications to the duties and responsibilities of the SROs. The Chief shall exercise reasonable discretion in accommodating or denying the Superintendent's request to modify the duties and responsibilities of the SROs.

The SRO shall not conduct investigations that are non-criminal in nature, such as residency or truancy. The SROs shall comply with applicable District policies and procedures in the course of the SROs' duties, which shall include the policies listed in Exhibit B.

The Chief shall assign specific officers to SRO duties, subject to the District's advice and consent; provided, however, that all such officers assigned to SRO duties shall possess the qualifications listed in Exhibit C. The Chief shall review and consider any request by the District with regard to SRO selection, SRO assignment, or changes in SRO assignment. The Superintendent (or designee) may request to hold interviews of the eligible police officers in the presence of the Chief (or designee). 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 Chief, the District provides the Chief with a written request setting forth the rationale for the requested replacement, and the City has a suitable replacement given its then-existing operational needs and duties under this Agreement as determined in the Chief's reasonable judgment. If the City is unable to replace the SRO given its then-existing operational needs and duties, the City shall nonetheless remove an SRO from an assignment in the District if, after consultation with the Chief, the District provides the Chief with a reasonable written request setting forth the rationale for the requested removal.

SRO safety and security equipment stored on District property shall be according to confidential safety and security protocols developed in writing and signed by the Superintendent and Chief of Police.

SROs' 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.*), applicable law, and City policy listed in Exhibit D.

- 3. Effect of Amendment:** Except as expressly amended herein, all original terms and conditions and exhibits of the Agreement shall remain in full force and effect

Entered into as of the 1st day of July, 2023, by and between the City of DeKalb and the DeKalb Community Unit School District No. 428.



Cohen Barnes, Mayor
City of DeKalb



Attest: Recording Secretary



President
Board of Education



Attest: Board Secretary

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