



April 11, 2018

Katie Kim
NBC 5 News

VIA EMAIL – Katie.kim@nbcuni.com

Re: FOIA Request Dated April 10, 2018 and received April 10, 2018

Subject: Copies of documents sufficient to show which schools in Oswego Community Unit School District 308 have a school resource officer (SRO) assigned; and – if there is an SRO in the school – Also documents showing all policies and guidelines for that school resource officer.

Dear Ms. Kim:

This letter will serve as Oswego Community Unit School District 308's response to your April 10, 2018 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. . Please find attached all of the requested information from our records.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses*, then select *FOIA ID #18-26*.

Please let me know if you have additional questions. Thank you.

Carrie Szambelan

Carrie Szambelan
Freedom of Information Officer

**INTERGOVERNMENTAL AGREEMENT TO PROVIDE
SCHOOL RESOURCE OFFICER AND OTHER SUPPLEMENTAL SERVICES
TO OSWEGO HIGH SCHOOL AND OSWEGO EAST HIGH SCHOOL**

THIS AGREEMENT, is made on August 2, 2016 between the **VILLAGE OF OSWEGO**, (the "Village") and the **BOARD OF EDUCATION OF OSWEGO COMMUNITY UNIT SCHOOL DISTRICT NO. 308**, Kendall, Kane and Will Counties, Illinois (the "District"), both located in the State of Illinois.

WHEREAS, the Illinois Constitution provides that units of local government and school districts may contract to share services through intergovernmental agreements, Ill. Const. Art. VII, Sec. 10 (1970); and

WHEREAS, Illinois statutes provide that public agencies may share powers through intergovernmental agreements, (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Village is a unit of local government, Ill. Const. Art. VII, Sec. 1, and a public agency, (5 ILCS 220/2) and the District is a school district, Ill. Const. Art. VII, Sec. 1, and a public agency, (5 ILCS 220/2); and

WHEREAS, the District desires to have the services of a police officer available at the Oswego High School and Oswego East High School Oswego, Illinois.

WHEREAS, the Village has determined it to be in the best interests of the Village to provide the services of a police officer at the Oswego High Schools.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the Village and the District agree as follows:

I. SERVICES PROVIDED

A. The Village shall provide a police officer (hereinafter the "Resource Officer") to the District to perform services as identified in Exhibit A and other services as may be agreed to in writing by the parties.

B. The Village shall provide assistance with an overall security evaluation of school grounds and activities.

C. In addition to the services performed by the Resource Officer, the Village shall permit its police personnel to serve as security guards at various school functions, as requested by the District as other supplemental services.

II. EMPLOYEE OF THE VILLAGE

The Resource Officer and police personnel serving as security guards are employees of the Village and are supervised through the Police Department chain of command. All activities of the Resource Officer and security guards shall be taken as an employee of the Village, pursuant to all applicable laws and Police Department rules and regulations.

III. COORDINATION OF SERVICES

The Chief of Police and the District's High School Principals shall coordinate the provision of services required by the District pursuant to this Agreement. The schools shall supply the Chief of Police with a schedule of dates and times that security services

will be required, along with details regarding the number of Officers needed at each event.

IV. TIME OF PERFORMANCE

The Resource Officer shall be present on school grounds and at school-sponsored events as follows:

A. On all teacher attendance days from 7:30 a.m. to 3:00 p.m.

B. At all other school-sponsored functions as requested by the High School Principals.

V. PAYMENT

A. The School District shall pay the sum of \$58,347.00 (fifty-eight thousand three hundred forty seven dollars) for each listed high school (Oswego High School, Oswego East High School), as an annual payment to the Village for the services required pursuant to Section IV.A. this Agreement. The payment shall be made in two (2) equal installments, payable in October and April.

B. When the Village must provide a Resource or other Officer on overtime at the school-sponsored functions listed in Section IV.B. of this Agreement, the School District shall pay to the Village \$53.00 per hour for said services or such amount as the parties may agree to in writing. The Village Finance Department shall bill the District bi-monthly in accordance with the established payroll authorization. All payments for security services shall be made to the Police Department.

C. The Village shall pay its police personnel for these services to the school through its regular payroll account.

D. The Village shall assume all responsibility for payroll taxes, liability insurance, workers compensation insurance, and unemployment insurance for their police personnel serving the school.

VI. SERVICES TO BE SUPPLEMENTAL

The parties agree that the services provided by this agreement are in addition to general police services provided by the Village in the regular course of operating its Police Department.

VII. AMENDMENT

This Agreement may be amended only in writing with approval of both the Village and the District.

VIII. GOVERNING LAW AND SEVERABILITY

This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidation shall not render invalid other provisions that can be given effect without the invalid provision.

IX. EFFECTIVE DATE, TERM OF AGREEMENT AND TERMINATION

This Agreement shall take effect on August 2, 2016 and shall remain in effect for a period of two (2) years from that date or until canceled by mutual agreement of the parties, or until canceled by either party by written notice of one party given to the other

sixty (60) days in advance of the date of cancellation. This agreement shall be subject to renewal each successive year.

X. NOTICE

Notice of termination or request for amendment of any term of this Agreement or for any other reason must be in writing and delivered by one party to the other at its Administrative Office either personally or through the U.S. mail, postage prepaid. Any notice sent to the Village shall be direct to the attention of the Village Administrator, with a copy to the Chief of Police. Any notice sent to the District shall be directed to the attention of the Superintendent, with a copy to the Principal.

XI. EXECUTION

This Agreement shall be executed in a sufficient number of counterparts so that the Village and the District shall each have a copy of this Agreement containing original signatures. Each of the counterparts shall be executed by the Village and the District and all counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of
the Village and the District have caused this Agreement to be executed.

VILLAGE OF OSWEGO
Kendall and Will Counties, Illinois

OSWEGO COMMUNITY UNIT SCHOOL
DISTRICT NO. 308
Kendall, Kane, and Will Counties, Illinois

By: 
Village President

By: 
President, Board of Education

Date: 9/16/16

Date: 9/12/16

ATTEST:

By: 
Village Clerk

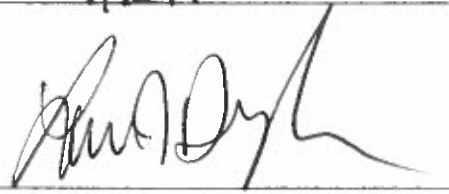
By: 
Secretary, Board of Education

EXHIBIT A

I. GOALS AND OBJECTIVES:

In establishing the School Resource Officer Program, four basic objectives and goals will be paramount in its function, namely:

- A. To establish maximum communications between the Schools and the Police Department, and to provide the necessary leadership in an effort to reduce juvenile delinquency and anti-social behavior.
- B. To create a healthy attitude of students toward Law Enforcement Officers by establishing close personal relationships between Police Counselor Officers, students and their parents.
- C. To prevent juvenile delinquency and minimize anti-social behavior by early detection, consultation, and taking corrective measures before the child becomes incorrigible.
- D. To establish and provide for excellent community relations through inter-agency cooperation and parental contacts by projecting the role of the police officers as one of service, maintaining the idea that the police are serving the community and do not necessarily function to oppress individuals.

12. He/She may be assigned other duties and attend extra-curricular school activities necessary to fulfill his/her function as a Resource Officer
13. Investigate all criminal and quasi-criminal acts that occur during the regular school day and would heretofore have necessitated the dispatch of a patrol unit.
14. The Resource Officer will supervise and prepare necessary records and reports as requested by the Oswego Police Department and Oswego School authorities.
15. The Resource Officer shall not:
 - A. Enforce or assume authority in matters involving school rules and regulations.
 - B. Remove a student from the school premises for alleged criminal activity without the knowledge of school authorities unless the urgency of the situation so dictates.
 - C. Investigate criminal activity that occurred off school grounds not related to school activities.

**COMMUNITY UNIT SCHOOL DISTRICT 308
AND
THE VILLAGE OF OSWEGO
RECIPROCAL REPORTING AGREEMENT**

THIS AGREEMENT is by and between Community Unit School District 308 (hereinafter referred to as "School District") and the Village of Oswego (hereinafter referred to as "Village").

WITNESSETH:

WHEREAS, the School District and the Village have mutually determined that cooperation and flow of information is essential in providing the safe, healthy and violence-free school environment to which all children are entitled, and which all children need to thrive and learn; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 200/1 et seq., the *Intergovernmental Cooperation Act*, authorize and encourage intergovernmental cooperation; and

WHEREAS, Section 10-20.14 of the Illinois *School Code*, 105 ILCS 5/1 et seq., in conjunction with Sections 1-7 and 5-905 of the Juvenile Court Act of 1987, 705 ILCS 405/1-1 et seq., requires that a parent-teacher advisory committee in cooperation with local law enforcement agencies shall develop, with the school board, policy guideline procedures to establish and maintain a reciprocal reporting system between the school district and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, it has been determined by the respective governing boards of the Village and the School District that this Agreement is in the best interests of each said unit of local government and in the best interest of the public health, safety and welfare of the Village of Oswego and its residents that this Agreement be in full force and effect:

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the School District and the Village, by their execution of this Agreement, hereby agree as follows:

I. LIAISON

- A. The Superintendent of the School District will provide the Chief of Police with a list of appropriate designated personnel whom the school has determined to transmit and receive information under this Agreement.
- B. The Chief of Police will provide the School District's Superintendent with a list of designated officers who will have responsibility for responding to School District inquiries for information and transmitting and receiving information under this Agreement.
- C. Information shared by the School District designee may be further disseminated by the Police Department designee to any employees of his/her Department to the extent permitted by law.

- D. Information shared by a Police Department designee 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. Such information shall be used solely by the appropriate school official or officials whom 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 students and employees in the school, and used as such.
- E. All information shared under this Agreement should be transmitted as promptly as possible after receipt by the originating Police Department or the School District.
- F. No information described by this Agreement shall be disclosed or made available in any form to any person or agency outside this Agreement unless specifically authorized by law.

II. INFORMATION SHARING RESPONSIBILITIES – POLICE TO SCHOOL

- A. As required by 105 ILCS 5/22-20, law enforcement agencies of the State of Illinois shall inform the Principal of any public school in this State whenever a child enrolled therein is detained for proceedings under the *Juvenile Court Act of 1987*, or for any criminal offense, including illegal gang activity, or any violation of a municipal or county ordinance. The information shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and status of proceedings. The information shall be updated as appropriate to notify the Principal of developments and the disposition of the matter. The information derived thereby 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. Such information shall be used solely by the appropriate school official or officials whom 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 students and employees in the school.
 - 1. In administering Section 22-20 of the *School Code* and this Agreement, the Police Department will report detainment occurring from such offenses/violations including vandalism, violence, gangs, weapons, drugs, alcohol, runaways, family disputes, abuse and any other offense as required by law.
- B. Law Enforcement Records. In accordance with 705 ILCS 405/5-905, inspection and copying of law enforcement records maintained by the Police Department that relate to a minor who has been arrested or taken into custody before his or her 18th birthday shall be restricted to the following, when necessary for the discharge of their official duties:
 - 1. The appropriate School District designee only if the Police Department designee believes that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds.
 - a. Inspection and copying shall be limited to law enforcement records transmitted to the appropriate school official or officials whom the School District has determined to have a legitimate educational or safety interest by a local law enforcement agency under a reciprocal reporting system established and maintained between the school district and the local law enforcement agency under Section 10-20.14 of the *School Code* concerning a minor

enrolled in a school within the School District who has been arrested or taken into custody 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*, including murder, criminal sexual assault, robbery, burglary, arson, kidnapping, aggravated battery resulting in great bodily harm or permanent disability or disfigurement, and any other felony that involves the use or threat of physical force or violence;
5. A violation of the *Methamphetamine Control and Community Protection Act*;
6. A violation of Section 1-2 of the *Harassing and Obscene Communications Act*;
7. A violation of the *Hazing Act*; or
8. A violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the *Criminal Code*.

b. The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the appropriate school official or officials whom 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 students and employees in the school. If the designated law enforcement and school officials deem it to be in the best interest of the minor, the student may be referred to in-school or community based social services if those services are available.

C. Current Investigations: Any information provided to appropriate school officials whom the School District has determined to have a legitimate educational or safety interest by local law enforcement officials about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of **oral information** only, and not written law enforcement records, and shall be used solely by the appropriate school official or officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the Police Department designee shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record. This limitation on the use of information about a minor who is the subject of a current police investigation shall in no way limit the use of this information by prosecutors in pursuing criminal charges arising out of the information disclosed during a police investigation of the minor. For purposes of this paragraph, "investigation" means an official systematic inquiry by a law enforcement agency into actual or suspected criminal activity.

- D. Although the provisions of the *Juvenile Court Act* do not apply to students ages 18 or older, Police Department designees shall provide School District designees with the same information regarding suspected criminal offenses committed by students ages 18 and older as is reported for students included in the scope of the *Juvenile Court Act* under this Agreement.
- E. Information identifying victims and alleged victims of sex offenses shall not be disclosed under any circumstances. Nothing shall prohibit the victim or alleged victim of any sex offense from voluntarily disclosing his or her identity. If the minor is a victim of aggravated battery, battery, attempted first degree murder, or other non-sexual violent offense, the identity of the victim may be disclosed to appropriate school officials, for the purpose of preventing foreseeable future violence involving minors, by a local law enforcement agency pursuant to an agreement established between the school district and a local law enforcement agency subject to the approval by the presiding judge of the juvenile.

III. INFORMATION SHARING RESPONSIBILITIES – SCHOOL TO POLICE

- A. Upon receiving notification that a person with a firearm has been observed on school property, the Principal or designee will immediately notify the Police Department. Upon receiving notification of verified incidents involving drugs on school grounds or on any school-related conveyance, a battery that has occurred against school personnel and incidents of intimidation reported by any student or personnel, the School District is responsible for notifying the Police Department without delay. (105 ILCS 5/10-21.7, 27.1A, 27.1B and 34-84a.1).
- B. School District designees will report to the Police Department designee the activity of students who reside and/or attend school in the Village of Oswego that involves or is suspected to involve:
 - 1. Criminal gang activity;
 - 2. Weapons such as guns and knives, explosives, impact devices or any item used as a weapon;
 - 3. Sale of drugs or other intoxicants;
 - 4. Possession of drugs or other intoxicants;
 - 5. Fights or other violent activity which might reasonably carry over into the community;
 - 6. Abuse, neglect, lock-out and runaway situations;
 - 7. Acts of vandalism;
 - 8. Other activities involving students which threaten the safety of students or community members on or off school property; or
 - 9. Any state or federal crime occurring or which has occurred on school property or at a school event which might reasonably carry over into the community.
- C. When the activity or conduct of a School District student constitutes an imminent threat to the safety of students or community members or the student, or where

information regarding the activity or conduct of a School District student may assist in the protection or safety of School District students or community members, information regarding such student's activity will be disclosed to the Police Department as soon as possible, provided however if such information becomes part of the student's school record under the provisions of the *Illinois School Student Records Act*, 105 ILCS 10/1 et seq., the School District will not disclose the information from the student's school records to the Police Department without specific written consent of the student's parent/guardian (or the student if age 18 or older), by an order of a court of proper jurisdiction, or as otherwise permitted by law (23 Ill. Admin. Code 375.60).

- D. A written report of such information may be made by a school resource officer, which shall not be considered an educational or student record.
- E. In accordance with 105 ILCS 10/6(a)(6.5), and consistent with Section IV of this Agreement, the School District may release student records or information to juvenile authorities when necessary for the discharge of their official duties upon a request for information prior to adjudication of the student and if certified in writing that the information will not be disclosed to any other party except as provided under law or order of court. "Juvenile authorities" include probation officers for the student authorized by the judge hearing the case, law enforcement officers and prosecutors, and others as defined in Section 10/6(a)(6.5).

IV. CONFIDENTIALITY

- A. Content of Criminal Activity Information. All criminal activity information will include the names of all involved persons, including School District students and minors, except in cases where the name of the victim is protected under the *Rights of Crime Victims and Witnesses Act*, 725 ILCS 120/1, et seq., as amended, or other applicable law.
- B. Confidentiality of Law Enforcement Records and Criminal Activity Information. Any law enforcement records subject to disclosure under this Agreement will 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. The Police Department and School District may develop procedures, as needed, to ensure such nondisclosure of criminal activity information, except as may be authorized by law or set forth in this Agreement. Such procedures will be designed to also ensure that any criminal activity information is not available to other employees, or any persons other than as authorized by this Agreement or by law.
- C. Illinois School Student Records Act. This Section IV and this Agreement generally are intended to satisfy Section 6(a)(6.5) of the *Illinois School Student Records Act*, which authorizes a school district to release information to law enforcement officers and other juvenile authorities as defined in Section 6(a)(6.5) when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information disclosed by the School District will not be disclosed to any other party, except as provided by law or order of court.

- D. Not Educational or School Records. The School District will follow State and Federal laws regarding student records. Consistent with Section 10/2(d) of the *Illinois School Student Records Act* and Section (a)(4)(B)(ii) of the *Family Educational Rights and Privacy Act of 1974*, 20 U.S. C. 1232(g), reports of Police Department Officers working in a school will be deemed the reports of a law enforcement professional and will not be considered a student record.

V. INDEMNIFICATION

- A. The School District shall indemnify and hold harmless the Village, its trustees, Police Department, officers, employees and/or agents from and against any and all claims, demands, suits, actions, and damages, excluding attorneys' fees, that arise out of actions by the School District, its School Board members, officers, employees and/or agents related to this Agreement that result in a judgment being entered against the Village or its trustees, Police Department, officers, agents and/or employees.
- B. The Village shall indemnify and hold harmless the School District, its School Board members, officers, employees and/or agents from and against any and all claims, demands, suits, actions, and damages, excluding attorneys' fees, that arise out of actions by the Village, its trustees, Police Department, officers, employees and/or agents related to this Agreement that result in a judgment being entered against the School District or its School Board members, officers, agents and/or employees.

VI. OTHER TERMS AND CONDITIONS

- A. Term: The parties of this Agreement understand and agree that the Agreement shall commence immediately upon the approval and execution by the respective governing boards of the Village and the School District for a one-year term, and shall remain in effect from year-to-year thereafter, as may be modified pursuant to directives of this Section.
- B. Modification: the agreements, covenants, terms and conditions herein contained may be modified only through written mutual consent of the parties hereto.
- C. Assignment: No party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party.
- D. Termination: Any party may terminate their involvement in the Agreement upon filing written notice of the intention to terminate their involvement in this Agreement by providing thirty days written notice to the other party(s).
- E. Notification: Any and all notices required hereunder to be sent to the School District or the Police Department shall be served in writing by the United States certified mail, postage prepaid, return receipt requested, or by personal delivery of any such notice delivered to an employee of the School District or Village's Police Department at its administration office during the regular business hours of said office, to the following addresses:

Chief of Police
Oswego Police Department
3525 Route 34
Oswego, IL 60543

President Board of Education
Community Unit School District 308
4175 Route 71
Oswego, IL 60543

- F. Nothing in this Agreement is intended to limit or restrict the duty and authority of any school personnel to request police services for disturbances or other emergencies occurring in or around any of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony, nor is it intended to limit or restrict the ability of the Police Department to cooperate and communicate with the School District when confidential law enforcement records are not involved.
- G. The recitals set forth above are hereby incorporated in this paragraph 1 as if said recitals were fully set forth herein.
- H. Governing Law and Severability: This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidation shall not render invalid other provisions that can be given effect without the invalid provision.
- I. Execution: This Agreement shall be executed in a sufficient number of counterparts so that the Village, and the School District shall each have a copy of this Agreement containing original signatures. Each of the counterparts shall be executed by the Village, the Police Department, and the School District and all counterparts shall be regarded for all purposes as one original and shall constitute and be but one and the same.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Village and the District have caused this Agreement to be approved at a public meeting conducted in accordance with the Illinois Open Meetings Act and executed.

VILLAGE OF OSWEGO
Kendall and Will Counties, Illinois

By: 
Village President

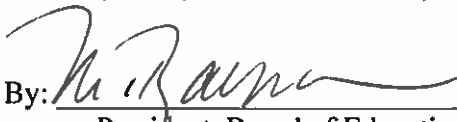
Date: 8-20-15

ATTEST:

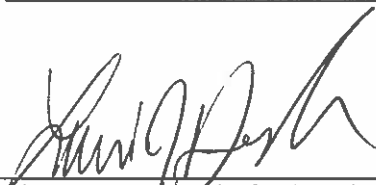
By: 
Village Clerk

**OSWEGO COMMUNITY UNIT SCHOOL
DISTRICT NO. 308**

Kendall, Kane, and Will Counties, Illinois

By: 
President, Board of Education

Date: 9-14-15

By: 
Secretary, Board of Education

OSWEGO POLICE DEPARTMENT

By: 
Chief of Police

Date: 8-20-15

STUDENTS

Reciprocal Reporting

It is the intention of the Board of Education to comply with the requirements of §10-20.14 of *The School Code*, and to report to local law enforcement authorities criminal offenses committed by students to the extent permitted by law, and to receive from local law enforcement authorities reports of criminal offenses committed by students. This Policy shall be implemented through procedures developed by District staff.

LEGAL REF.: 105 ILCS 5/10-20.14.