

The March 12, 2019 meeting of the Honorable Clay County Board was called to order at 6:00 p.m. by Sheriff Andy Myers.

The Pledge to the flag was led by Sheriff Myers.

The blessing was led by Brad Harris.

The roll was called:

Present: Ted Whitehead, Chairman, Shannon French, Brad Harris, Joe Goodman, Janice Brooks, Jeremy Wildbur, John Weidner, Chris Rinehart, Terry Hronec, John Bayler, David Johnson, Joe Gilliland, Mary McCollough and Barb McGrew.

Absent: None

Chairman Whitehead acknowledged guests and there was one agenda change: Line Item 15 B to approve the FY 2020 Budget for Clay County Hospital will be tabled until the April meeting.

Motion by Dave Johnson, seconded by Mary McCollough, to approve the agenda as it stands. Motion Carried, Voice Action.

Motion by Barb McGrew, seconded by Shannon French, to approve the County Board Minutes of February 12, 2019. Motion Carried, Voice Action.

Motion by Jeremy Wildbur, seconded by Shannon French, to approve the County Board Minutes of February 26, 2019 (as corrected). Motion Carried, Voice Action.

Motion by Joe Goodman, seconded by Brad Harris, to approve the action of the Claims Committee. Motion Carried.

Melissa Schilling, CEFS, was unable to attend the meeting, but provided the Ordinance and Intergovernmental Agreement for Public Transit.

Motion by Brad Harris, seconded John Bayler, to approve the Ordinance and Intergovernmental Agreement for Public Transit. Motion Carried, Voice Action

Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 et seq.) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the county limits;

WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds, but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations, or court action, or when Participants agree that a new intergovernmental agreement would meet their particular needs.

9. This intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. If any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2019 to June 30, 2020 and will be submitted for approval annually.

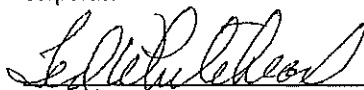
COUNTY OF SHELBY, a body politic and corporate

By: _____
Chairperson, Shelby County Board

ATTEST:

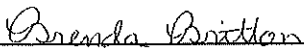
Shelby County Clerk

COUNTY OF CLAY, a body political and
corporate

By: 

Chairperson, Clay County Board

ATTEST:



Clay County Clerk

Ordinance

ORDINANCE NUMBER _____
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION
IN CLAY COUNTY, ILLINOIS for Fiscal year 2019, beginning on July 1, 2019 and ending on June 30, 2020.

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, CLAY County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the CLAY County limits:

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of CLAY County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

Section 2. The County Clerk of the County of CLAY shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of CLAY County a Grant Application to the Illinois Department of Transportation.

Section 5. That County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of CLAY County all required Grant Agreements with the Illinois Department of Transportation.

APPROVED by the Chairman of the CLAY County Board, this 12th day of March 2019, and deposited and filed in the office of the CLAY County Clerk of said County on that date.

Elected Board Members 14

PRESENT 14

AYE 14

NAY 0

Brenda Britton

Clerk of CLAY County, Illinois

[Signature]

Chairman of CLAY County, Illinois

Carl Barker, U of I Extension, presented his Annual Update. Baker informed the board of some of the youth-centered programs offered in the community.

Jennifer Brown, 911 Coordinator, presented the 911 Report in written form.

Sheriff Myers presented the February 2019 Activity Report in written form.

Jeff Workman, CCHD, presented the Board of Health Bulletin in written form.

Motion by John Bayler, seconded by Jeremy Wildbur, to approve the Agreement for a School Resource Officer with North Clay CUSD #25. Motion Carried.

AGREEMENT is made this the 1st day of July, 2019 by and between the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 and the COUNTY OF CLAY as follows:

WITNESS:

The NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 agrees to purchase from the COUNTY OF CLAY and the COUNTY OF CLAY agrees to provide for the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 and to manage a School Resource Officer (SRO) Program in the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 consisting of not less than one (1) full time School Resource Officer, their vehicle, supplies and equipment and the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 agrees to reimburse the COUNTY OF CLAY for its expenses in providing the said SRO Program; and

The NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 and the COUNTY OF CLAY desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the said SRO in the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1.0 **Goals and Objectives** - It is understood and agreed that the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 and COUNTY OF CLAY officials share the following goals and objectives with regard to the School Resource Officer (SRO) Program in the schools:
 - 1.1 To foster educational programs and activities that will increase student's knowledge of and respect for the law and the function of law enforcement agencies;
 - 1.2 To encourage the SRO to attend extra-curricular activities held at schools, when possible, such as PTA meetings, athletic events and concerts;
 - 1.3 To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sale and/or distribution of controlled substances, and riots;
 - 1.4 To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;
 - 1.5 To cooperate with law enforcement officials in their investigations of criminal offenses which occur off campus; and
 - 1.6 To encourage the SRO to provide traffic control at schools when deemed necessary for the safety and protection of students and the general public when the regular patrol officer/deputy is not available.
- 2.0 **Employment and Assignment of the School Resource Officer**
 - 2.1 The COUNTY OF CLAY through the CLAY COUNTY SHERIFF'S OFFICE agrees to employ not less than one School Resource Officer (SRO) during the term of this agreement. The SRO shall be an employee of the CLAY COUNTY SHERIFF'S OFFICE and shall be subject to the administration, supervision and control of the CLAY COUNTY SHERIFF'S OFFICE, except as such administration, supervision and control is subject to the terms and conditions of this Agreement.
 - 2.2 The CLAY COUNTY SHERIFF'S OFFICE agrees to provide and to pay the SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the CLAY COUNTY SHERIFF'S OFFICE, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers

compensation, unemployment compensation, life insurance, and medical/hospitalization insurance. The SRO shall be subject to all other personnel policies and practices of the CLAY COUNTY SHERIFF'S OFFICE except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

2.3 The CLAY COUNTY SHERIFF'S OFFICE, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO. The CLAY COUNTY SHERIFF'S OFFICE shall hold the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 free, harmless and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by the SRO.

2.4 The Sheriff will utilize a committee for the selection of the SRO. The committee will be Superintendents from the school districts from within Clay County.

2.5 The SRO shall be assigned by the CLAY COUNTY SHERIFF'S OFFICE as follows:

2.6 In the event an SRO is absent from work, the SRO shall notify both his supervisor in the CLAY COUNTY SHERIFF'S OFFICE and the principal of the school to which the SRO is assigned. The CLAY COUNTY SHERIFF'S OFFICE agrees to assign another deputy to substitute for the SRO who is absent if manpower would allow. In the event an SRO is absent due to illness or disability for a period of ten (10) consecutive work days, the CLAY COUNTY SHERIFF'S OFFICE agrees to employ and/or assign a substitute deputy to assume and perform, on a limited basis, the duties of the SRO who is absent from work if manpower would allow.

2.7 This agreement ensures that NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 shall have a SRO present during all normal school hours. This obligation may be filled by using more than one SRO.

3.0 **Duty Hours**

3.1 Specific SRO duty hours at a particular school shall be set by mutual agreement between the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25, at the direction of the principal of the school to which the officer is assigned, and the CLAY COUNTY SHERIFF'S OFFICE, by the sheriff or his/her designee in charge of the SRO Program

3.2 The SRO shall be on duty at their respective school from fifteen (15) minutes before the beginning of the student instructional day (7:30 A.M.) until fifteen (15) minutes after the end of the students' school day (3:30 P.M.) unless modified by the mutual agreement between the CLAY COUNTY SHERIFF'S OFFICE and NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 by the Principal. If necessary, the deputy shall be assigned to provide afternoon and/or evening security at school events and/or to pursue criminal investigations of school-related crimes at the request and agreement of the principal and/or sheriff, or their designees.

3.3 It is understood and agreed that time spent by the SRO attending court, juvenile hearings and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

3.4 In the event of an emergency and the SRO is ordered by the CLAY COUNTY SHERIFF'S OFFICE to leave their school duty station during normal duty hours as described above and to perform other services for the CLAY COUNTY SHERIFF'S OFFICE, the time spent shall not be considered hours worked under this agreement. In such an event the hours shall be made up in a manner determined by mutual agreement of the parties.

3.5 It is understood by the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 that the CLAY COUNTY SHERIFF'S OFFICE may utilize multiple SRO's to fulfill their responsibilities set forth in this agreement.

3.6 It is understood that SRO will be utilized in the regular patrol operations of the CLAY COUNTY SHERIFF'S OFFICE upon the completion of the normal school year and will resume its SRO responsibilities when the new school year begins.

4.0 Basic Qualifications of School Resource Officers (SROs) –

To be a SRO, a deputy must first meet all of the following basic qualifications:

4.1 Shall be a commissioned officer;

4.2 Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations;

4.3 Shall be capable of conducting in depth criminal investigations;

4.4 Shall possess even temperament and set a good example for students; and

4.5 Shall possess communication skills that would enable the officer to function effectively within the school environment.

5.0 Duties of School Resource Officers

5.1 To protect lives and property for the citizens and public school students of the County;

5.2 To enforce Federal, State and Local criminal laws and ordinances, and to assist school officials with the enforcement of Board of Education Policies and Administrative Regulations regarding student conduct;

5.3 To investigate criminal activity committed on or adjacent to school property;

5.4 To counsel public school students in special situations, such as students suspected of engaging in criminal misconduct, when requested by the principal or the principal's designee or by the parents of a student;

5.5 To answer questions and conduct classroom presentations for students in the law related education field;

5.6 To assist other law enforcement officers with outside investigations concerning students attending the school(s) to which the SRO is assigned;

5.7 To provide security for special school events or functions, such as PTA meetings, at the request of the principal; and

5.8 To provide traffic control during the arrival and departure of students on an as needed basis. Need is based upon law enforcement determination of actual need.

6.0 Chain of Command

6.1 As an employees of the CLAY COUNTY SHERIFF'S OFFICE, the SRO shall follow the chain of command as set forth in the CLAY COUNTY SHERIFF'S OFFICE Policies and Procedure Manual.

6.2 In the performance of his/her duties, the SRO shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

7.0 Training/Briefing

7.1 The SRO shall be required by the CLAY COUNTY SHERIFF'S OFFICE to attend monthly training and briefing sessions, when requested. These sessions will be held at the direction of the CLAY COUNTY SHERIFF'S OFFICE. Briefing Sessions will be conducted to provide for the exchange of information between the SHERIFF'S OFFICE and liaison officers.

7.2 Training Sessions will be conducted to provide the SRO with appropriate in-service training such as up-dates in the law, in-service firearm training, and in-service taser training. The NORTH

CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 also may provide training in Board of Education Policies, regulations and procedures.

8.0 **Dress Code** – The SRO shall be provided by the CLAY COUNTY SHERIFF'S OFFICE and required to wear an official issued uniform.

9.0 **Supplies and Equipment** – The CLAY COUNTY SHERIFF'S OFFICE agrees to provide each SRO with the following equipment:

9.1 Motor vehicle. The CLAY COUNTY SHERIFF'S OFFICE shall provide a standard patrol vehicle for the SRO. In addition, the CLAY COUNTY SHERIFF'S OFFICE agrees to:

9.11 maintain the vehicles assigned to SROs;

9.12 pay for gasoline, oil, replacement tires and other expenses associated with the operation of the said vehicle; and

9.13 purchase and maintain comprehensive general auto liability insurance on the said vehicle in an amount not less than the coverage recommended by the Risk Manager for the County.

9.2 Weapons and ammunition. The CLAY COUNTY SHERIFF'S OFFICE agrees to provide the standard issue pistol and rounds of ammunition for the SRO.

9.3 Office Supplies. The CLAY COUNTY SHERIFF'S OFFICE agrees to provide each SRO with the usual and customary office supplies and forms required in the performance of their duties. In addition, the SRO shall be provided a private office within the school and be accessible by the students.

10.0 **Transporting Students**

10.1 It is agreed that the SRO shall not transport students in their vehicles except:

10.11 when the students are victims of a crime, under arrest, or some other emergency circumstances exist; and

10.12 when students are suspended and sent home from school pursuant to school disciplinary actions if the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel, as determined by the school resource officer or his/her supervisor.

10.2 If circumstances require that the SRO transport a student, then the school officials must provide a school official or employee of the same gender of the student to be transported to accompany the officer in the vehicle.

10.3 If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, the school administration shall provide transportation for the student and the SRO may accompany a school official in transporting a student.

10.4 Student shall not be transported to any location unless it is determined that the student's parent, guardian or custodian is at the destination to which the student is being transported. The SRO shall not transport students in their personal vehicles.

10.5 The SRO shall notify the school principal before removing a student from campus.

11.0 **Investigation, Interrogation, Search and Arrest Procedures** – The standard operating procedures (SOP) for the investigation of crimes and interrogation, search and arrest of students are as follows:

11.1 Interrogation Procedures. In the event a serious crime (as defined below) is committed at school or at a school activity, the principal or assistant principal with the assistance of the SRO should:

- 11.11 Question any witnesses to determine that a crime was committed and who committed the crime. The SRO shall have the general authority to question or interrogate any student at school who may have information about criminal misconduct or the violation of the conduct policies of the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25. As a general rule, the interrogation should be conducted in cooperation with and in the presence of a school official but when immediate action is necessary or in an emergency situation, the SRO may interrogate a student without the presence of a school official.
- 11.12 Question the person suspected of committing the crime. As a general rule, the suspect should not be arrested or placed "in custody" during the initial interview or interrogation. The suspect shall be informed generally of the purpose of the investigation and given an opportunity to present informally his/her knowledge of the facts. If the suspect wishes to remain silent, to contact his/her parents or an attorney (Miranda), or to end the interview, the questioning should cease and the suspect's request should be granted unless there is a reasonable cause to detain the student for questioning.
- 11.13 If a student is detained by SRO or law enforcement officials, placed in their custody or arrested, the student must be advised by SRO prior to further questioning by a SRO:
 - 11.131 That he/she has the right to remain silent;
 - 11.132 That anything he/she says can be used against him/her in a court of law;
 - 11.133 That he/she has a right to have a parent, guardian or custodian present during questioning;
 - 11.134 That he/she has a right to talk with an attorney before you ask any questions and he/she has a right to have his/her attorney present with him/her during questioning;
 - 11.135 That if he/she cannot afford to hire an attorney, one will be appointed for him/her by the court before any questioning if he/she wishes; and
 - 11.136 That if he/she decides to answer now without an attorney present, he/she will still have the right to stop answering questions at any time. He/she also has the right to stop answering questions at any time until he/she talks to a lawyer.
 - 11.137 If a student is detained by SRO or law enforcement officials, placed in their custody or arrested, the student's parent(s), or legal guardian must be contacted, or all reasonable efforts to contact shall be made, prior to any questioning by a SRO or law enforcement officials.

11.2 Search Procedures

- 11.21 If the school official has reasonable suspicion for suspecting that a search of a student or a student's possessions will uncover evidence that the student has violated or is violating either the law or the rules of the school, the school official may search the student and the student's pockets, pocketbook, book bag, desk, locker, vehicle or any other similar location within the student's control. When requested by school officials,

the SRO shall assist with the search in order to protect the safety of all persons involved in the search. If an SRO is present, assisting, or supervising, probable cause shall be required in order to conduct any search. If the search uncovers evidence of criminal misconduct, the evidence may be held for or turned over to the SRO.

11.3 Reporting of Serious Crimes - If the investigation uncovers evidence of a serious crime as defined in STATUTE and NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 administrative regulations, the school official shall notify the SRO, the student's parent/guardian and the appropriate school personnel.

11.4 Arrest Procedures - School Related Crimes

11.41 Juveniles. When a SRO arrests or takes a juvenile under the age of 18 into custody, he/she shall select the least restrictive of the following courses of action which is appropriate under the circumstances and meets the immediate needs of the juvenile and the school:

11.411 Divert the juvenile from court by:

11.4111 Release

11.4112 Counsel and release

11.4113 Release into the custody of the juvenile's parent, guardian or custodian

11.4114 Referral to community service

11.412 Attempt to bring juvenile before the juvenile court

11.4121 Seek a juvenile petition

11.4122 Seek a juvenile petition and request a custody order

11.4123 Immediately take the juvenile into custody as required by law.

11.413 Attempt to bring the juvenile before the magistrate for the purposes of involuntary commitment.

11.42 Student over 18 years of age. When a SRO arrests or takes a person over the age of 18 into custody, he/she shall select the course of action which is appropriate under the circumstances and meets the immediate needs of the school.

11.43 If circumstances permit, the SRO and principal shall mutually agree upon a time during the school day for the removal of the student from the school. The student shall be called to the office by the principal at that time.

11.44 If the school initiated the arrest of the student, the principal or his designee shall be responsible for notifying the student's parents or guardians. Such notification by a school official shall be made as soon as possible, preferably prior to the actual removal of the student from campus.

11.45 If the SRO initiated the arrest, the SRO shall contact the student's parent as soon as practicable after the arrest of a student and shall notify the parent/guardian of the reason(s) for the arrest.

11.5 Arrest Procedures - Crimes Committed off Campus. Crimes committed at school bus stops or while students walking to and from school.

11.51 School officials generally do not have the legal authority or jurisdiction to discipline students or others for criminal misconduct or juvenile offenses which occur at school bus stops or on public streets as students walk to and from school unless such criminal misconduct or juvenile offense is the direct result of or a continuation of misconduct which occurred at school.

11.52 Law enforcement officials are responsible for enforcing the law on public streets, including at school bus stops. Therefore, the SRO shall assist school officials and coordinate with the appropriate local law enforcement agency the investigation of crimes that occur at bus stops and while students are walking to and from school.

11.6 Investigation and Arrest Procedures - Other Crimes Committed off Campus.

11.61 Investigations Involving Students Under Age 14

11.611 As a general rule, the SRO and other law enforcement officials shall not interview any students under age 14, witnesses or suspects, at school during school hours concerning crimes committed off campus.

11.612 If law enforcement officials are having difficulty locating a student off campus, determine that time is of the essence or for some other reason deem it necessary to interview a student under age 14 at school during school hours:

11.6121 The officer shall contact the school principal and/or SRO in advance and state the reason(s) to conduct an interview of a student at the school;

11.6122 The investigating officer or SRO shall notify the student's parent or guardian of the officer's desire to interview or interrogate the student at school;

11.6123 Normally, students under 14 years of age will not be questioned at the school without notice to and the consent of the parent or guardian;

11.6124 No student under 14 years of age who is suspected or accused of committing the crime under investigation shall be interrogated at school unless the child's parent, guardian or attorney is present;

11.6125 The officer, principal and parent (if the parent wants to attend the interview or interrogation) should mutually agree on a convenient time during the school day to conduct the investigation; and

11.6126 As a general rule, school officials should not be present during the interview of the student. However, at the request of a parent or guardian, a school official may be present when a student is interviewed.

11.62 Investigations Involving Students 14 Years of Age or Older

- 11.621 The SRO and other law enforcement officials may interview and interrogate students 14 years of age or older (suspects or witnesses) at school during school hours.
- 11.622 The SRO or investigating officer should contact the school principal in advance and inform him/her of the reason(s) to conduct an investigation within the school;
- 11.623 The SRO or investigating officer and the principal shall mutually agree on a convenient time during the school day to conduct the investigation; and
- 11.624 The SRO or investigating officer shall make a reasonable effort to notify the students' parents or guardians and to offer them the opportunity to be present during the interrogation.
- 11.625 Parental consent is not required to interview a witness and the presence of the student's parent, guardian or attorney is not required to interrogate a suspect.
- 11.626 As a general rule, school officials should not be present during the investigation. However, at the request of a student, SRO or investigating officer, a school official may be present during the questioning.

12.0 Bomb Threats - It is a misdemeanor/felony to give false information concerning the placement of a bomb in a school building. School officials, the SRO and fire safety officials shall cooperate in the implementation of procedures in the event of a bomb threat (see CLAY COUNTY SCHOOL SYSTEM Emergency Procedures Manual). In all cases, the principal shall report such incidents to the area assistant superintendent and to the SRO. In the absence of physical evidence, it is the Principal's decision to evacuate the school.

13.0 Controlled Substances

13.1 School officials shall notify the SRO in all cases involving ALL possessions, sales or distribution of controlled substances at school or school activities.

13.2 Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO for proper identification and eventual destruction.

13.3 If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO should file a juvenile petition or seek a criminal warrant. However, the decision to initiate a juvenile petition or criminal warrant will be the discretion of the SRO.

14.0 Riots and Civil Disorders

14.1 In the event a riot or civil disorder occurs on a middle or high school campus, the principal and the SRO shall discuss and agree upon a response to the situation.

14.2 If, in the opinion of the principal and/or SRO, additional law enforcement personnel are needed to restore and/or maintain order, the SRO will contact the appropriate law enforcement agency and request that assistance. The principal or his designee also shall notify the appropriate assistant superintendent.

14.3 To the extent possible, all communications should be made by telephone to avoid alarming the public and news media.

14.4 The principal or his designee shall be prepared to respond to questions from the news media, parents and other members of the public as soon as order is restored.

14.5 If deemed necessary by school and law enforcement officials, the media and the public may be restricted to an area off campus away from the disturbance until order is restored.

14.6 The SRO or officer in charge shall consult with the principal about the need or decision to arrest and/or remove students and other persons from the campus. However, law enforcement officials shall have the authority to arrest and remove any person who commits a crime in their presence.

14.7 The names of any students arrested and removed from campus should not be released to the news media until their parents have been notified and in no event shall the names of students under age 16 who have been removed from campus be released to the news media.

14.8 Students engaged in misconduct may be suspended immediately without a pre-suspension hearing but arrangements shall be made by the principal to provide an opportunity for the students to be heard within 24 hours of their suspension. See local Policy.

15.0 Access to Education Records

15.1 School officials shall allow the SRO to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in emergency situations.

15.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence.

15.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.

16.0 Term of Agreement - The term of this agreement is for four years commencing on the 1st day of July, 2019 and ending on the 30th of June, 2023. The Agreement shall be renewed and extended at the end of the contract for additional undetermined terms. Either party has the right to terminate the contract if given in writing, prior to January 15th for the following school year (July 1st).

17.0 Consideration

17.1 For and in consideration of the CLAY COUNTY SHERIFF'S OFFICE providing the SRO Program as described herein, the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 agrees to reimburse the COUNTY OF CLAY the salary of the deputy with the least amount of seniority on the CLAY COUNTY SHERIFF'S OFFICE active roster. The COUNTY OF CLAY assumes responsibility for all benefits outside of the SRO's salary, including a patrol vehicle, supplies and equipment, of the said Program as determined by the Finance Officer of the County, subject to the approval by the County Board to the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 in a sufficient amount to fund the said Program each fiscal year.

17.3 The NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 agrees to pay a one-time stipend in the amount of \$15,000 to the COUNTY OF CLAY to help offset the cost of equipment and training including but not limited to a squad car, bullet proof vest, SRO training and any other necessary equipment and training.

17.2 The said compensation shall be paid by the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 to the COUNTY OF CLAY in two semiannual payments on July 1st and January 1st, BEGINNING July 01st, 2019.

17.3 The COUNTY OF CLAY must provide a projected salary scale to NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 no later than December 1st of every year of this agreement. The COUNTY OF CLAY will notify NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 of any changes to this scale with at least 30 days notice to adjust compensation of this agreement.

18.0 Insurance and Indemnification

18.1 The COUNTY OF CLAY shall purchase and maintain in full force and effect during the term of this agreement a general comprehensive liability insurance policy with coverage in an amount of not less than One million dollars (\$1,000,000) for any acts or omissions that occur or claims that are made during the term of the agreement.

18.2 The COUNTY OF CLAY agrees to hold the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO or the SRO Program.

19.0 **Evaluation** - It is mutually agreed that the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25 shall evaluate annually the SRO Program and the performance of each SRO of forms developed jointly by the parties. It is further understood that the NORTH CLAY COMMUNITY UNIT SCHOOL DISTRICT #25'S evaluation of each officer is advisory only and that the CLAY COUNTY SHERIFF'S OFFICE retains the final authority to evaluate the performance of the SRO.


IN WITNESS WHEREOF, the parties hereto have caused this Operations Agreement to be executed the day and year first written above.

Board of Education President
NORTH CLAY COMMUNITY Unit
School District #25

By: _____

Date: _____

Chairman
Clay County Board

By: 

Date: 3-13-2019

Additionally, Sheriff Myers noted he is still looking for a used squad car, and plans to proceed with a purchase from budgeted funds.

Treasurer Jana Tolliver, presented the Financial Reports in written form.

Motion by Brad Harris, which was seconded by Jeremy Wildbur, to approve the Bridge Aid Petition 19 (08-1) for Oskaloosa Township. Motion Carried.

County Engineer Darin Koelm presented the Highway Department report, noting seasonal weight limits are still in effect.

New Interim CCH President Denise Williams introduced herself and related her 40 plus years progressive experience in the health care field. William then presented the Hospital Report in written form.

Approval of CCH FY 2020 Budget will be tabled to the April meeting.

Motion by John Bayler, seconded by Dave Johnson, to approve the following Medical Staff Credentials:

Initial Appointment:

Arpit Patel, DO, Courtesy Radiology

Trina Yenne, APN, Specified Professional Affiliate

Provisional Appointment:

Louba Laurie, MD, Courtesy Radiology

Rapid Credential completed on February 25, 2019 for Joan Potter, CRNA, Allied Health. Motion Carried, Voice Action.

Motion by Chris Rinehart, seconded by Barb McGrew, to go to closed session for the following purpose:

___ (2) Collective negotiation matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees (5 ILCS 120/2 (c) (2)); Time: 6:45 p.m. Motion Carried, Voice Action.

Motion by John Weidner, seconded by Janice Brooks, to return to open session. Time: 7:02 p.m. Motion Carried, Voice Action.

Chairman Whitehead noted the closed session was for informational purposes only.

Motion by John Bayler, seconded by Joe Goodman, to ratify the Chairman's appointment of Bruce Dickey to the 911 Board. Motion Carried, Voice Action.

Motion by Mary McCollough, seconded by John Bayler, to ratify the Chairman's appointment of Laren Erwin to the North Clay FPD. Term Ending May 2022. Motion Carried, Voice Action.

Motion by Jeremy Wildbur, seconded by Terry Hronec, to ratify the Chairman's appointment of Robert Briscoe to the Harter-Stanford FPD. Term Ending May 2022. Motion Carried, Voice Action.

Motion by Brad Harris, seconded by Janice Brooks, to ratify the Chairman's appointment of Kevin Henry to the Clay City FPD. Term Ending May 2022. Motion Carried, Voice Action.

Motion by Jeremy Wildbur, seconded by Joe Gilliland to adjourn. Time: 7:05 p.m. Motion Carried, Voice Action.

PAIDS

1.	ADP	PAYROLL FEES	1038.00
2.	ALLEN STACEY	PHONE REIMBURSMENT	25.00
3.	AMEREN	JAIL,CH,PROB & HWY - UTILITIES	1619.12
4.	BARBEE DARREN	JAIL-OVERTIME	443.32
5.	B ELECTRIC	CTY CLERK, CIRCUIT CERK & SHERIFF-OFFICE EQUIPMENT	2256.52
6.	BRITTON BRENDA	PHONE REIMBURSMENT	40.00
7.	BROWN DRUG STORE	JAIL-MEDICAL SERVICES	221.48
8.	CARTRIGHT ADAM	SHERIFF-OVERTIME	987.35
9.	CLAY CITY BANKING	CIRCUIT CLERK-DUES	50.00
10.	CLAY COUNTY ADVOCATE	ELECTION-PUBLICATION	68.65
11.	CLAY COUNTY REPULICAN	JAIL-SUPPLIES	47.00
12.	CLAY COUNTY BOARD	MEMBERS-MEETING/MILEAGE	1666.44
13.	DEPUTIES PHONE	PHONE REIMBURSEMENT	440.00
14.	DMR	CORONER-SUPPLIES	100.00
15.	DUNIGAN DAVETTA	REVIEWING ASSESSMENT ROLLS	750.00
16.	DUSTY'S TIRE	SHERIFF-AUTO MAINT.	15.00
17.	EFFINGHAM TELCOM	JAIL-TELEPHONE	103.00
18.	FCJDC	JAIL-HOUSING OF JUVENILE	4628.04
19.	FELDHAKE MARK	SHERIFF-OVERTIME & TRAINING	893.91
20.	FLORA POSTMASTER	ESDA-POSTAGE	98.00
21.	GFI	TREASURER-SUPPLIES	18.16
22.	GLOBAL TECH	JAIL-MAINT OF EQUIP	694.00
23.	GOODIN ASSOCIATES	COMPUTER-EQUIPMENT	2000.00
24.	GROSS WILLIAM	COURT SECURITY OFFICERS	270.10
25.	HAMILTON DEANNA	ST. ATTY-MISC.	13.30
26.	HASTINGS JACK	REVIEWING ASSESSMENT ROLLS	750.00
27.	HEUERMAN CORY	SHERIFF-OVERTIME & TRAINING	1210.02
28.	HOLIDAY INN EXPRESS	JAIL-TRAINING	1803.75
29.	HONEST WATER	CH & JAIL-WATER	93.00
30.	HWY 50 REPAIR	ESDA REPAIRS	200.58
31.	ILLINOIS CORONERS	CORONER TRAINING	90.00
32.	ILLINOIS SECRETARY	S O F -COMPUTER TAX SERVICES	400.00
33.	ILLINOIS SHERIFF'S	SHERIFF INCIDENTAL EXP.	590.00
34.	INDOFF	TREAS, JAIL, STATE ATTY & CIRCUIT CLERK - SUPPLIES	1147.30
35.	KEMPER CPA	ADMINISTRATION-BUDGET EXP	6000.00
36.	LABCORP	ST. ATTY-MISC.	250.00
37.	LEWIS ELAM	COURT SECURITY OFFICER	693.12
38.	LOGAN KEVIN	REVIEWING ASSESSMENT ROLLS	750.00

39.	LORENZ	CH-SUPPLIES	539.46
40.	LOUISVILLE POST OFFICE	SHERIFF & CIRCUIT CLERK-POSTAGE	309.90
41.	MILLER WES	CORONER-RENT	100.00
42.	MUNICIPAL UTILITIES	HWY, CH, JAIL, & PROB-UTILITIES	3032.24
43.	MYERS ANDY	SHERIFF-AUTO MAINT & INCIDENTAL EXP	522.66
44.	NAN FOWLER	BODY TRANSPORTATION	173.12
45.	OFFICE ESSENTIALS	PROBATION-SUPPLIES	54.57
46.	PHILLIPS RAY	SHERIFF-OVERTIME	167.10
47.	QUILL	ELECTION & CTY CLERK-SUPPLIES	49.16
48.	RAY OHERRON	JAIL-UNIFORMS	600.25
49.	ROE #12	CLAY CO SHARE	7750.06
50.	SALT & STRINGS	JAIL-DIET & CARE OF PRISONERS	1475.16
51.	SCHMIDT FORD	SHERIFF-AUTO MAINT	506.33
52.	SICJTP	JAIL/SHERIFF-TRAINING & OFFICERS EXP	1760.00
53.	STATE'S ATTY	PHONE REIMBURSEMENT	150.00
54.	STATE'S ATTY APPELLATE PROSECUTOR	APPELLATE PROSECUTOR	5000.00
55.	SUBWAY	BOARD MEMBER EXPENSES	29.94
56.	THE WEB CAFÉ	SHERIFF & JAIL-COMPUTER SERVICES	289.90
57.	TOLLIVER TRENTON	JAIL-TRAINING	428.41
58.	TUNGATE MARK	ATTY FEES	2112.50
59.	VERIZON	JAIL-PHONE	342.09
60.	WABASH TELEPHONE	HWY, CH & JAIL-PHONE	2703.47
61.	WALMART	DIET & CARE OF PROSONERS & MEDICAL SERVICES SUPPLIES	2253.66
62.	WELLS FARGO	SHERIFF-SUPPLIES	125.12
63.	WOOD STEPHAN	COURT SECURITY OFFICER	379.60
64.	ZINK BUILDING CENTER	COURTHOUSE-SUPPLIES	105.68
		TOTAL	63,424.54

Unpays

1.	AD WORKS	PROBATION-INCIDENTAL EXPENSES	120.00
2.	ADP, LLC	PAYROLL FEES	563.30
3.	B ELECTRIC	STATE'S ATTY-EXPENSES	602.22
4.	BRENDA BRITTON	CLERK-MISC.	26.60
5.	CITY OF FLORA	ESDA-RENT	275.00
6.	CLAY COUNTY COUNSELING	JAIL-INMATE MENTAL HEALTH	100.00
7.	CLAY COUNTY HEALTH DEPT	JAIL-MEDICAL SERVICES	189.83
8.	CLAY COUNTY REPUBLICAN	JAIL & ELECTION - PUBLICATIONS	235.10
9.	CRYSTAL BALLARD	CIRCUIT CLERK-MISC	227.40
10.	DBS DISPOSAL	JAIL & CH-UTILITIES	120.00
11.	EFFINGHAM TELCOM SOLUTIONS	JAIL-PHONE	103.00
12.	ELECTION SYSTEMS & SOFTWARE	ELECTION-SUPPLIES	9732.70

13.	HARGIS GLASS PLUS	SHERIFF-AUTO MAINT	37.78
14.	ILLINOIS ASSOCIATION	S OF A-TRAINING	175.00
15.	ILLINOIS OFFICE SUPPLY	ELECTION-SUPPLIES	350.00
16.	INDOFF	STATE'S ATTY, JAIL & CIRCUIT CLERK-SUPPLIES	462.09
17.	LINDA'S CLEANING	HWY-CLEANING	65.00
18.	LORI SIMS	STATE'S ATTY-TRANSCRIPT FEES	16.50
19.	LOUISVILLE AUTO PARTS	SHERIFF-AUTO MAINT	45.58
20.	MILLER OFFICE	STATE'S ATTY-SUPPLIES	99.95
21.	QUILL	ELECTION-SUPPLIES	84.87
22.	RELX, INC	STATE'S ATTY-DUES	148.00
23.	ROBBINS SCHWARTZ	ADMINISTRATION-LEGAL FEES	400.00
24.	STEPHAN BARBER	JAIL-MEDICAL SERVICES	425.00
25.	TECHNOLOGY MANAGEMENT	JAIL-PHONE	316.70
26.	THE OIL CAN	SHERIFF-AUTO MAINT	41.00
27.	THE OLDE PRINT SHOPPE	PROBATION-INCIDENTAL EXP	101.66
28.	WAL-MART	PROBATION-INCIDENTAL EXP	143.58
29.	WESLEY MILLER	CORONER-TRAVEL	90.14
30.	WEX BANK	PROBATION-TRAVEL	81.15
31.	ZINK	CH & JAIL-SUPPLIES	167.58
		TOTAL	15,546.73