

**INTERGOVERNMENTAL AGREEMENT FOR SCHOOL RESOURCE OFFICER
BETWEEN THE BOARD OF EDUCATION OF ROCHELLE ELEMENTARY
DISTRICT #231 AND THE CITY OF ROCHELLE**

THIS AGREEMENT is entered into on this ____ day of September, 2018, between the City of Rochelle (“City”) and the Board of Education of the Rochelle Elementary District #231 (“Board” or “District”), both located within Ogle County, State of Illinois, (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Board operates Rochelle Elementary (“School”), located at 1401 Flagg Road, Rochelle, Illinois, 61068, which is within the City’s jurisdiction; and

WHEREAS, the City operates the Rochelle Police Department (“Police Department”), which provides law enforcement services within the City’s jurisdiction; and

WHEREAS, Section 10 of Article 7 of the Constitution of the State of Illinois of 1970 and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*) provide that units of local government and school districts may contract with one another to perform any activity authorized by law; and

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

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

WHEREAS, the City and the Board have determined it to be in the best interests of both Parties to enter into this Agreement for the public safety of the citizens of Ogle County and to provide said services to the School located within the legal limits of the City in order to prevent crime and maintain the safety and order of the citizens of Ogle County on school property.

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

1. **RECITALS.** The foregoing recitals are incorporated herein by this reference as if fully set forth.

2. **TERM AND TERMINATION.** This Agreement shall commence on the date of the last party to execute this Agreement and shall continue in full effect until September 1, 2021. The parties may mutually agree, in writing, to renew this Agreement for additional one (1) year terms thereafter. The District or the City may terminate this Agreement prior to its expiration for

its convenience by providing at least six (6) months advanced written notice of its intent to terminate.

3. **ASSIGNMENT AND SELECTION OF THE SRO.** The City shall assign one police officer to act as an SRO at the School. To select the police officer, the City shall provide the Superintendent of the District (or her/his designee) with a list of its police officers who meet the minimum qualifications set forth in Exhibit A, which is attached hereto and incorporated herein by reference. The Superintendent (or his/her designee) and the Rochelle Police Department Police Chief (or his/her designee) will then mutually select the police officer who will serve as the SRO. The Superintendent (or his/her designee) shall be entitled to hold interviews of the eligible police officers prior to final selection. Upon request of the District at any time during the term of this Agreement, the Count shall replace the SRO with another police officer who meets the criteria set forth in this Agreement, if the District provides the City with a written request setting for the rationale for the requested replacement.

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

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

5. **COMPENSATION.** In consideration of the assignment of the SRO, the Board agrees to pay the City Sixty-Six (66%) of the SRO's total compensation including salary, overtime, benefits, and pension payments. On a monthly basis, the City shall send the Board an invoice for the amount owed by the Board for the prior month, which invoice shall provide the amounts due in detail. The District shall pay the amounts due in accordance with the *Local Government Prompt Payment Act* (50 ILCS 505/1 *et seq.*).

6. **SRO WORK SCHEDULE.** The SRO shall provide services at the School from 7:30 a.m. until 3:30 p.m., or any generally adjusted start/end time schedule followed by the School, on every day that the students of the District are regularly required to be in attendance (excluding summer school). Any adjustment to the SRO's schedule shall be subject to the agreement of the

City and the District. If, for any reason, the SRO is absent on a day that he/she is assigned to work at the Schools, the City shall assign another police officer who meets the qualifications listed on Exhibit A to temporarily perform the SRO duties, at no additional cost to the District.

The SRO shall be available to attend other school sponsored events which the City and District mutually agree upon.

7. **DUTIES OF THE SRO.** The SRO shall perform all duties set forth in this Agreement, as well as any other duties described on Exhibit B, which is attached hereto and incorporated herein by reference.

8. **COMPLIANCE WITH BOARD POLICIES AND PROCEDURES.** The SRO shall comply with applicable Board policies and procedures in the course of his/her duties, and any other operating procedures that are agreed upon by the Parties.

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

10. **ACCESS TO RECORDS; CONFIDENTIALITY.**

a. District Records. The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District employees or students shall be the property of the District. The Parties agree to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*), the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 *et seq.*), the federal *Family Educational Rights and Privacy Act* (20 U.S.C. Sec. 1232g; 34 C.F.R. Part 99), *Health Insurance Portability and Accountability Act of 1996* (45 C.F.R. Parts 160 and 164), *Illinois Personnel Records Review Act* (820 ILCS 40/1 *et seq.*), Board Policy 7:340, *Student Records*, and all rules and regulations governing the release of student, personnel, and medical records.

The SRO may have access to confidential student records or to personally identifiable information of any District student to the extent permitted under FERPA, ISSRA, and applicable District policies and procedures. The SRO shall not automatically have access to confidential student records or personally identifiable information in those records simply because he/she is conducting a criminal investigation involving a student. School officials may, however, share relevant student records and personally identifiable information in those records with the SRO under any of the following circumstances:

i. The SRO is acting as a “school official” as it relates to accessing student records, as defined in 34 C.F.R. § 99.31, because he/she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed.

ii. The SRO has written consent from a parent/guardian or eligible student or review the records or information in question.

iii. The School Principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.

iv. The disclosure is made pursuant to a valid court order, provided that advanced notice of compliance is provided to the parent/guardian or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or contents of the court order or the information furnished in response to not be disclosed.

v. The information disclosed is "directory information," as defined by Board Policy 7:340, *Student Records*, and the parent/guardian or eligible student has not opted out of the disclosure of directory information.

vi. The disclosure is otherwise authorized under FERPA, ISSRA and applicable District policies and procedures.

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

b. **City Records.** The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the SRO and the City shall not constitute student records. If the SRO utilizes a body camera, it shall be used in accordance with the *Law Enforcement Officer-Worn Body Camera Act (50 ILCS 701/10-1 et seq.)* And other applicable federal and Illinois law. Prior to the SRO's use of a body camera in the District, the City shall provide to the District a copy of the Police Department's written policy regarding the use of body cameras adopted in accordance with the foregoing Act, including, but not limited to, the Department's policy for when the cameras will be turned on while the officer is on duty in the schools and the expectations of privacy of the District's students, invitees, and employees, and the District and City shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the City and for access by the District as otherwise allowed by law. Prior to use of body cameras in the District, the City will provide written information and training to appropriate school employees concerning the objectives and procedures for the use of body cameras in the District. If the SRO is equipped with a body camera, he/she shall be trained in the operation of the equipment prior to its use.

c. **Other Applicable Agreements.** This Agreement shall be interpreted in conjunction with other applicable agreements in effect between the District and the City.

11. **LAW ENFORCEMENT ACTIONS AND SAFETY INTERVENTIONS.** The SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the School or its occupants, and/or intervene with staff or students (with or without a referral from School staff) when necessary to ensure the immediate safety of persons in the School environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the School community while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies.

Use of force may be implemented pursuant to Police Department policies, procedures and protocols, as well as applicable laws.

When practical or as soon as possible after making a request, the SRO shall advise the Building Principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of members of the school community.

a. **Investigations, Interviews and Arrests.** Criminal investigations, interviews and arrests by the SRO will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interviews, searches and arrests. If the SRO interviews, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy.

The SRO shall comply with Board Policy 7:150, *Agency and Police Interviews*, and its accompanying administrative procedure, regarding law enforcement interviews as follows, to the extent that compliance is practicable:

i. The SRO shall promptly notify the Building Principal whenever he/she seeks to question a student in an investigative manner or to take any direct law enforcement action against a student.

ii. If applicable, the Building Principal will check the warrants for arrest, search warrants, or subpoenas to be served.

iii. Interviews of minor students without permission of the student's parent(s)/guardian(s) are not permitted unless a legal process is presented, in emergency situations, or is otherwise allowed by law. The Building Principal shall attempt to contact the student's parent(s)/guardian(s), and inform them that the student is subject to an interview. In extreme situations the SRO may, in effecting temporary protective custody of the student, request that the District not notify parent(s)/guardian(s) until the student's safety is ensured. The Building Principal may ask that such a request be made in writing. To the extent permitted by law, parent(s)/guardian(s) will be given the opportunity to be present during any interview and, if they

so choose, be represented by legal counsel at their own expense.

iv. Interviews will be conducted in a private setting. If the parent(s)/guardian(s) are absent, the Building Principal and one other adult witness selected by the SRO will be present during the interview.

v. No minor student shall be removed from the School by the SRO without the consent of parent(s)/guardian(s), except upon service of a valid warrant of arrest, in cases of warrantless temporary protective custody, or as otherwise permitted by law.

vi. At no time shall the SRO request that any District employee act as an agent of the SRO or law enforcement in any interview.

b. Searches. The SRO shall be aware of and comply with all laws, regulations and policies governing searches of persons and property while performing services pursuant to this Agreement. In particular, the SRO shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school officials in connection with student discipline. At no time shall the SRO request that any District employee lead or conduct a search of a student for law enforcement purposes.

12. **SCHOOL DISCIPLINE.** District administration shall be solely responsible for implementing student discipline rules, policies and procedures, and investigating any violations of school rules, policies and procedures. District administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to matters. The SRO shall refer any concerns related to student to the Building Principal or designee and shall not independently investigate or administer consequences for violations of student disciplinary rules, policies or procedures. The SRO should generally not have any involvement in routine disciplinary matters, such as tardies, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, disrespectful behavior, and other minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of students, faculty, staff and others in the School environment or when a student engages in criminal activity. This does not prohibit the SRO from independently investigating student conduct which involves violations of law, even if the same student conduct which violates the law also results in disciplinary action by District administration (*see Paragraph 13, Joint Law Enforcement and School Discipline Investigations, below*).

a. Searches. The SRO shall not conduct or participate in searches of students or their belongings in School disciplinary investigations unless his/her assistance is requested by School authorities to maintain a safe and secure school environment.

When requested to assist with a search by School authorities, the SRO shall comply with Board

Policy 7:140, *Search and Seizure*, and related administrative procedures as follows:

i. At the request of school authorities, the SRO may search a student and/or the student's personal effects in the student's possession (such as purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law. The search itself must be conducted in a manner that is reasonably related to its objective and not excessively intrusive in light of the student's age, sex, and the nature of the infraction.

ii. When feasible, the search should be conducted:

1. Outside the view of others, including students;
2. In the presence of a School administrator or adult witness;
and
3. By a certificated employee or SRO of the same sex as the student.

iii. Immediately following a search, the SRO shall make a written report and provide it to the District Superintendent.

b. Interviews. The SRO will not be involved in interviews of students initiated and conducted by School authorities in disciplinary matters unless requested by School authorities to maintain a safe and secure School environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his/her involvement to what is reasonably necessary to protect the safety and security of members of the School community and shall not lead the investigation or actively interview students.

13. **JOINT LAW ENFORCEMENT AND SCHOOL DISCIPLINE INVESTIGATIONS.** In cases where School disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g. when both the School authorities and the SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for School authorities and the SRO to work in tandem. In such circumstances, the SRO shall be mindful of and clarify his/her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing.

14. **INSURANCE.** Each party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000 per occurrence and in the aggregate. Within seven (7) days of the last Party's execution of this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement, each Party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For purposes of this Paragraph, insurance may be provided through a self-insured

intergovernmental risk pool or agency. Each Party shall name the other party's Indemnitees (as defined in Paragraph 12) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against any of the other Party's Indemnitees.

15. **MUTUAL INDEMNIFICATION.** The District shall indemnify and hold the City and its officers, agents, and employees ("City Indemnitees") harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reasons of any of negligent act or omissions of the District and its employees related to this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.)*, or otherwise provided by law.

The City shall indemnify and hold the District, its individual Board member, agents, and employees ("District Indemnitees") harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reasons of any of negligent act or omission by the SRO, or breach of this Agreement; subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.)*, or otherwise provided by law.

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

To the Board:

Rochelle Elementary District No. 231
444 N. 8th Street
Rochelle, Illinois, 61068
Attention: Superintendent

With a copy to:

Robbins Schwartz
55 W Monroe, Suite 800
Chicago, Illinois 60603

To the City:

City of Rochelle
420 North 6th Street
Rochelle, IL 61068

Attention: City Manager

With a copy to:

Richard Stewart, Jr.
Dominick Lanzito
Peterson, Johnson & Murray Chicago LLC
200 West Adams – Ste. 2125
Chicago, Illinois 60606
dlanzito@pjmchicago.com

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

17. **COMPLETE UNDERSTANDING AND AMENDMENTS.** This Agreement sets forth all the terms and conditions, and agreements and understandings between the Parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all Parties.

18. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon, apply and inure to the benefit of each Party and their respective legal representatives, successors and assigns.

19. **GOVERNING LAW; VENUE.** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois. The venue for initiation of any such action shall be Ogle County, Illinois.

20. **AUTHORITY TO EXECUTE.** Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement.

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

22. **SEVERABILITY.** If for any reason any provision of this Agreement is determined by a judge to be invalid or unenforceable, that provision shall be deemed severed and the balance of this Agreement shall otherwise remain in full force and effect.

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

CITY OF ROCHELLE

BOARD OF EDUCATION OF
ROCHELLE TOWNSHIP ELEMENTARY
DISTRICT #231

By: _____
City Manager

By: _____
Board of Education President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____

Date: _____

Its: _____

Date: _____

EXHIBIT A

QUALIFICATIONS OF THE SRO

1. Be a certified police officer with the Police Department;
2. Have at least five (5) years of experience working as a police officer with the Police Department;
3. Have experience working with youths;
4. Have a strong verbal, written and interpersonal skills, including public speaking;
5. Have completed the following training regarding the duties and responsibilities of a school resource officer:
 - a. All training required by law for school resource officers; and
 - b. Either:
 - I. Certification through the Illinois Law Enforcement Training and Standards Board as a Juvenile Police Officer under 705 ILCS 405/1-3(17); or
 - ii. The Basic School Resource Officer Course provided by the National Association of School Resource Officers.
6. Possess a sufficient knowledge of the applicable Federal and State laws, City ordinances, and Board policies and regulations;
7. Be able to function as a strong role model for students in the District; and
8. Possess an even temperament and set a good example for students.

EXHIBIT B

DUTIES OF THE SRO

In addition to the duties set forth in the Agreement, 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. Conduct presentations and/or trainings on law, law enforcement issues, individual liberties and social responsibilities;
3. Be available to students, faculty, parents, and School and community organizations as a resource;
4. Work with parents, law enforcement, and social service agencies on matters that may affect the School;
5. Work cooperatively with other law enforcement agencies, including neighboring law enforcement entities, to fulfill the duties described hereunder;
6. Enforce State and local criminal laws and ordinances and to take appropriate action in response to violations of the law;
7. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods;
8. Meet with building administrators to advise them of potentially dangerous situations and plan for the safe resolution of those situations;
9. Follow building and district behavior policies, deferring to school administration for discipline and enforcement of student handbook and policies, referring students for further law enforcement processing when requested by the District or required by law, and using law enforcement authority in necessary situations;
10. Protect school property, students, school personnel and visitors from criminal activity by patrolling the school building and grounds and attending school functions during and outside the school day as reasonably required;
11. Serve as the lead or co-lead in the development, review, and implementation of the District Emergency Plan;

12. Teach lessons as applicable in courses as applicable, i.e. health, drivers education, government; etc.
13. Serve as a liaison between the School and the Police Department and other law enforcement agencies as appropriate; and
14. Perform other duties, as directed by the Superintendent of the District (or his/her designee) and the City.

Notwithstanding the above, the Parties acknowledge that the SRO is responsible for criminal law issues, not school discipline issues. Thus, absent a real and immediate threat to student, teacher, or public safety, incidents involving public order offenses including, but not limited to, disorderly conduct, disturbance/disruption of the School or public assembly, trespass, loitering, profanity, and fighting that does not involve immediate physical injury or a weapon, shall be considered school discipline issues to be solely handled by School officials, rather than criminal law issues warranting formal law enforcement intervention (e.g. issuance of a criminal citation, ticket, or summons, filing of delinquency petition, referral to a probation officer, or actual arrest). If the SRO becomes aware of a student discipline issue, he/she shall refer the issue to the School's principal.