

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CONSOLIDATED HIGH SCHOOL DISTRICT 230
AND THE VILLAGE OF ORLAND PARK PROVIDING
FOR A SCHOOL RESOURCE OFFICER**

THIS AGREEMENT between the VILLAGE OF ORLAND PARK, an Illinois home rule municipal corporation (the "Village"), and the BOARD OF EDUCATION OF CONSOLIDATED HIGH SCHOOL DISTRICT 230, an Illinois public school district (the "School District"), is established and maintained to provide for a School Resource Officer as set forth herein.

WITNESSETH:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provide for the execution of agreements and implementation of cooperative ventures between public agencies within the State of Illinois; and

WHEREAS, the School District desires to have one (1) School Resource Officer detailed to Carl Sandburg High School on a contractual basis; and

WHEREAS, the Village is willing to provide such officer, in exchange for the payment and pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, the School District and the Village are interested in promoting the safety and security of the staff, students and school premises in the School District.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the Village and the School District as follows:

1. School Resource Officer.

- a. The School Resource Officer Program is designated to facilitate a positive, collaborative relationship between local law enforcement agencies, school personnel, students, and the school community at large. The Program shall direct increased and focused attention to the prevention of juvenile crime through the positive, proactive involvement of law enforcement personnel in the school setting. The Program shall also provide assistance to students and school personnel in regard to prevention of substance abuse, gang activity, violence, and other forms of socially unacceptable behavior that threaten a positive educational environment.
- b. The Village shall provide one (1) School Resource Officer to satisfy the Responsibilities, Expectations and Position Duties set forth in the School Resource Officer Job Description, attached as Exhibit A hereto.

- c. The School District agrees to pay the Village NINETY THOUSAND AND NO/100 DOLLARS (\$90,000.00) per year to reimburse the Village for the School Resource Officer's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the Village, including but not limited to: sick leave, vacation, pension contributions, health, dental and life insurance, longevity, educational benefits and overtime. The School Resource Officer shall be subject to all other personnel policies and practices of the Village and the Orland Park Police Department. The Village shall bill the School District on a monthly basis for one-twelfth (1/12) of the annual payment amount and said bill shall be paid within thirty (30) days of receipt.
- d. Effective August 1, 2014, and each August 1 thereafter, the annual payment amount set forth above shall be increased by three percent (3%).
- e. The Terms for the placement of the School Resource Officer are attached hereto as Exhibit B and made a part hereof.
- f. The School District's Superintendent and the Chief of Police are hereby authorized to periodically modify, amend or extend the Terms in writing by mutual agreement of both parties, so long as said modifications or amendments do not conflict in any way with the terms of this Agreement.
- g. The School Resource Officer shall adhere to and comply with the Guidelines for Interviews of Students by Law Enforcement, attached as Exhibit C hereto, and as may be amended from time to time.
- h. The School Resource Officer at all times shall be an employee of the Village and not of the School District, and the School District shall not have any obligation to provide employee benefits or workers' compensation payments of any kind directly to the School Resource Officer. The School Resource Officer's primary responsibility shall at all times remain as a sworn police officer, and he or she will not be used as an arm of school discipline. The School Resource Officer shall at all times be subject to the administration, direction, supervision and control of the Village. The Village shall have the sole authority to hire, assign, discipline and discharge the School Resource Officer.
- i. The Village, at its sole cost and expense, shall keep in full force and effect at all times during the terms of this Agreement, general public liability insurance, including contractual liability coverages, workers' compensation insurance and such other types of insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to the School District against claims for injuries to persons or damages to property that might arise under this Agreement.

j. To the fullest extent permitted by law, each party shall indemnify, defend and hold harmless the other party, its governing board and its members, employees, volunteers, and agents, and their successors and assigns, in their individual and official capacities (collectively, the "Indemnities"), from and against any and all liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by any of the Indemnities for injuries to persons or for damage, destruction or theft of property arising out of any activity of the other party, or any act or omission of the party or of any employee, agent, contractor, volunteer, or invitee of the party but only to the extent caused in whole or in part by any wrongful or negligent act or omission of the Indemnities. The indemnification obligation shall not extend to any judgment for punitive damages or to any injury to person or property which arises solely as a result of Village Police Department policy, procedure, order or directive, written or proven to exist by a Court of competent jurisdiction.

2. General Terms.

a. Preambles and Exhibits. The preambles and exhibits to this Agreement are hereby incorporated as if set forth fully herein.

b. Term and Termination. This Agreement shall commence on its Effective Date and shall continue in full force and effect until it is terminated. Either party may terminate this Agreement at any time by providing the other party at least thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by written mutual consent and agreement. In the event that this Agreement is terminated by the School District, the School District shall make all payments due under this Agreement up to the date of termination.

c. Relationship of the Parties. Nothing in this Agreement shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the Village and the School District. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This Agreement is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.

d. Entire Agreement. This Agreement sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties and supersedes all previous communications or understandings, whether oral or written. This Agreement may not be amended except by

means of a written document signed by authorized representatives of both of the parties.

- e. Provisions Severable. In the event any provision of this Agreement or the application of any such provision to any set of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this Agreement with such provision severed, shall continue in full force and effect as to all other provisions.
- f. No Assignment and Successors. No party may assign any rights or duties under this Agreement without the prior express written consent of the other party. This Agreement shall be binding upon the successors of the parties' respective governing boards.
- g. Compliance with All Laws. The Village and the School District shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this Agreement.
- h. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.
- i. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same Agreement.
- j. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

VILLAGE OF ORLAND PARK

By: Daniel M. Loughlin
Mayor

Date: May 15, 2014

ATTEST:

By: John Goss
Clerk

BOARD OF EDUCATION OF
CONSOLIDATED HIGH
SCHOOL DISTRICT 230

By: Richard J. Nogal
President, Board of Education

Date: December 19, 2013

ATTEST:

By: Karen D. Lusk
Secretary, Board of Education

EXHIBIT A

ORLAND PARK POLICE DEPARTMENT **School Resource Officer Job Description**

Responsibilities and Expectations

The School Resource Officer is the law enforcement officer based in the District's designated school building and is responsible for:

1. Fostering positive relationships with students in an effort to promote greater respect for law enforcement.
2. Functioning as a law enforcement resource in a cooperative relationship with school administrators, counselors, special services personnel and faculty.
3. Leading in the investigation of all criminal complaints involving juveniles and staff in the school.
4. Contributing to the educational environment by participating in preventative programs that focus on deterring youth involvement in criminal acts, including alcohol and drug use, theft, violence, criminal gang involvement and activity, and other forms of socially unacceptable behavior.
5. Assisting school officials in achieving a more effective response to student and non-student criminal offenses and participating in counseling students as necessary.
6. Serving as a law enforcement resource for students, their families, school staff and community members.
7. Acting as the local law enforcement department's consultant to the school in the matters of law enforcement related to juveniles and adults and facilitating open communication between other law enforcement agencies and school officials.

Position Duties

The School Resource Officer shall:

1. Assist school staff in addressing infractions of all local, state and federal laws.
2. Monitor and participate in law enforcement action involving students during school hours, including the investigation of criminal activity complaints that take place on school grounds. Such investigations will be completed in cooperation with the administration of the school to which the officer is assigned.
3. Take immediate law enforcement action within departmental guidelines to protect life, prevent bodily harm or to stop a criminal act in progress.
4. Meet regularly with school counselors and deans in an attempt to identify individuals or conditions that could result in delinquent behavior and formulate plans and offer preventative solutions.

5. Provide daily and visible law enforcement presence as it relates to overall building security.
6. Play a key role in building lockdown, canine searches and school building evacuation drills.
7. Assist school officials in handling incidents involving persons trespassing and committing criminal acts on school property.
8. Provide law enforcement supervision at a wide range of extracurricular and athletic events, including but not limited to, school dances, sporting and special events.
9. Coordinate with other area law enforcement agencies for incident and information sharing as it relates to the school and students.
10. Serve as a resource for the teaching staff on an as needed basis for specific classroom instructional issues, including but not limited to, gang education, substance abuse prevention, the Juvenile Court Act, the Illinois Criminal and Vehicle Codes, the law enforcement career field, the rights of citizens when interacting with law enforcement, the consequences of conviction or adjudication as a delinquent minor, the rights of crime victims, crime prevention strategies, and critical incidents.
11. Assist in student threat assessments.
12. Assist in school physical plans and security assessments.

EXHIBIT B

TERMS FOR SCHOOL RESOURCE OFFICER BETWEEN
CONSOLIDATED HIGH SCHOOL DISTRICT 230
AND THE VILLAGE OF ORLAND PARK

Consolidated High School District 230 (the "School District") and Village of Orland Park (the "Village") set forth the following terms for a School Resource Officer in accordance with the Intergovernmental Agreement Between the Village and School District providing for a School Resource Officer:

1. Designated School. The Village will provide one (1) School Resource Officer to be detailed and assigned to Carl Sandburg High School.
2. Designated School Resource Officer. The Village shall select the School Resource Officer in its sole discretion.
3. Hours. Generally, a M-F, 8 hour weekday, with the flexibility to change schedules as needed. In the event that the School Resource Officer is absent from work, he or she shall notify both the Orland Park Police Department and the designated school official. The officer shall wear plain clothes or a "soft" uniform, and will be armed and have a badge displayed at all times. The officer will not be routinely reassigned from his school duties, but may be reassigned by the Department in the event of an emergency. If the officer is going to be absent for any reason, he or she will notify both the Department and the Dean of the school.

Approved this 19th day of December, 2013.

VILLAGE OF ORLAND PARK

By: Dan M. Rugg
Mayor, Village of Orland Park

ATTEST:

By: A. C. M.
Village Clerk

BOARD OF EDUCATION OF
CONSOLIDATED HIGH
SCHOOL DISTRICT 230

By: Richard J. Nosal
President, Board of Education

ATTEST:

By: Karen L. Lusk
Secretary, Board of Education

EXHIBIT C

GUIDELINES FOR INTERVIEWS OF STUDENTS BY LAW ENFORCEMENT OFFICERS

I. Interviews Regarding Incidents Not Related to School

Absent exigent circumstances, interviews of students by law enforcement officers, other than school resource officers assigned to the School District, about matters unrelated to school, should be conducted off school premises after school hours. Exigent circumstances include the officer's reasonable fear for the safety of the school environment or community, the presence of firearms or other weapons, or the officer's fear that the suspect will escape and cause danger or harm to the school community or community at large. When such interviews occur, the guidelines set forth below in Section II shall apply.

II. Procedures for Interviews When Exigent Circumstances Exist

When exigent circumstances exist, the following procedures shall apply:

1. The School Resource Officer shall inform the principal or designee of the student's name, age (if known), and the reason for the request for an interview on school premises.
2. The principal or designee shall verify the officer's identity and photocopy the officer's picture identification card.
3. The student shall be escorted to the dean's office or other private area immediately to begin the interview.
4. When possible, a dean or school administrator should be present during the interview.
5. The student's parent/guardian will be contacted as soon as possible. All attempts to notify the student's parent/guardian shall be documented.

III. Interviews Regarding Incidents Related to School

A. Interviews By School Resource Officers

School resource officers may interview a student without prior permission from a parent/guardian, when investigating a school-related incident. Examples of school-related incidents where a law enforcement resource officer may be utilized include, but are not limited to:

- Fights involving students on school property or at a school-sponsored event;

- Threats made by a student against another student or school staff member;
- The possession, sale, or use of alcohol, drugs, look-alike drugs, and other substances used with the intent to cause an altered mental state or “high”;
- Incidents of theft, vandalism, or other misconduct resulting in damage to property that take place at school or at a school-sponsored event;
- The possession, sale, or use of weapons on school property;
- Any interview deemed reasonably necessary to serve the best interest of the minor and/or school.

School resource officers may also question a student, without prior parental permission, in relation to incidents which occur off school premises, but threaten the safety of the school community. Examples of these incidents include, but are not limited to:

- Fights between students that may result in retaliation at school;
- Gang-related incidents involving students that may carry over into the school environment;
- Threats made by students outside of school that may result in problems in the school environment or at a school-sponsored event;
- Weapons violations.

School resource officers and school administrators will observe the following protocol for such interviews:

- All interviews shall take place in the office or other private setting, and not in the public areas of the school;
- Before interviewing a student, the school resource officer will discuss the purpose and scope of the interview with a dean or other designated school administrator;
- After such interview, all reasonable attempts to notify a parent or guardian shall occur.

B. Interviews by School Resource Officers Where Criminal Charges Against a Minor Student May Result

When the incident has become a police issue and has been turned over to law enforcement personnel pending a criminal investigation, the parents should be notified, as per applicable Illinois Law, of the following requirements: (1) the minor is in temporary custody and (2) where the minor is being held.

If the student's parent/guardian cannot be reached after reasonable attempts have been made and documented, the school resource officer may proceed with the interview of the student, in the presence of the school dean or administrator.

During such interviews, the officer and the dean or school administrator shall apprise the student that his/her responses to the interview may be considered both in the context of the school investigation and the potential criminal investigation. Whenever possible, the school resource officer shall collaborate with school administrators to effectuate outcomes within the

juvenile court system that are commensurate with the School District's recommended school discipline.

IV. Arrests of Students on School Premises

Law enforcement officers from outside the building and school resource officers assigned to the schools are authorized to arrest students when a warrant is issued for such arrest or when the officers have probable cause to believe that the student has committed a crime. An officer who arrests a student at school shall take the student into custody in a manner which minimizes disruption to the school environment and embarrassment to the student. If the arrested student is a minor, the school resource officer, dean or school administrator shall promptly notify or make all reasonable attempts to notify the student's parent/guardian of the arrest and the location to which the student has been taken and shall document such notification and/or attempts at notification.