

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
BOARD OF EDUCATION OF CONSOLIDATED HIGH SCHOOL DISTRICT NO. 230
AND
VILLAGE OF ORLAND PARK**

This Intergovernmental Agreement is made this ____ day of _____, 2019 by and between the Board of Education of Consolidated High School District No. 230 ("Board" or "District") and the Village of Orland Park ("Village").

WITNESSETH

WHEREAS, the Board operates Carl Sandburg High School ("Sandburg High School") in the boundaries of the Village; and

WHEREAS, the Village operates the Orland Park Police Department ("Police Department"); and

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

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

WHEREAS, the Village and the Board have previously entered into an Intergovernmental Agreement regarding the assignment of a police officer employed by the Village to perform the duties of a School Resource Officer at Sandburg High School; and

WHEREAS, the Board desires to have the services of a police officer at Sandburg High School as a School Resource Officer ("SRO"); and

WHEREAS, the Village and the Board have determined it to be in the best interests of all parties to enter into this Agreement.

Now, therefore, the parties hereto agree as follows:

1.0 Goals and Objectives - It is understood and agreed that the Board and the Village share the following goals and objectives with regard to the SRO program:

- 1.1 To increase the reporting of all crimes committed against youth and their property; and to increase the reporting of physical and sexual child abuse and neglect.
 - 1.1.1 To develop and project a positive attitude and image, and establish lines of communication as well as a sound relationship with the students, teachers and staff of Sandburg High School.
 - 1.1.2 To provide a convenient and confidential setting wherein a student may feel at ease with a trusted individual in reporting crimes.

- 1.1.3 Upon request of Sandburg High School's counseling staff and/or community service agencies, assist students in dealing with individual problems and concerns as is appropriate.
- 1.1.4 To provide an opportunity for the SRO to help educators become aware of reportable crimes against youth.
- 1.2 To further reduce the number of crimes committed in schools or near school property.
 - 1.2.1 To provide a preventative presence in the school area in order to reduce loitering on the school premises, drug and alcohol traffic, assaults, and other actions of anti-social behavior. The SRO's legal responsibilities lie in the area of the law and he/she will not be used as an arm of school discipline.
 - 1.2.2 To provide a preventative presence for special school functions such as athletic events, school dances, band concerts, and summer educational programs, as detailed in this Agreement.

2.0 Employment and Assignment of School Resource Officers

- 2.1 The Village shall assign one police officer from the Police Department to act as an SRO at Sandburg High School.
- 2.2 The SRO shall remain an employee of the Village and shall be subject to the administration, supervision and control of the Police Department, except as such administration, supervision and control is subject to the terms and conditions of this Agreement. The Village shall at all times be considered the SRO's employer and 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 Police Department. The Village 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 Village shall also maintain payroll, attendance, and performance evaluation records of the SRO. The SRO shall be covered by the Village's worker's compensation insurance.
- 2.3 The Board agrees to pay the Village an annual sum for the SRO's services ("Payment"). For the Initial Term (August 1, 2019 – July 31, 2020), the Payment shall be \$103,492.93. For subsequent terms (each August 1 – July 31), the Payment shall be increased annually, commencing August 1, 2020, by two and one-half percent (2.5%). For the Initial Term and any subsequent term, the District shall pay the Village in equal monthly installments, upon receipt of a monthly invoice from the Village.
- 2.4 Because the SRO is an employee of the Police Department, the Police Department, in its discretion, shall have the power and authority to hire, discharge and discipline the police officer who serves as the SRO. The SRO shall be subject to all other personnel policies and practices of the Police Department except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement.

- 2.5 In the event that the SRO is absent from work, the SRO shall notify the Principal (or his/her designee) of Sandburg High School. In such event, the Village shall assign another police officer who meets the qualifications listed in Section 4.2 below to temporarily perform the SRO duties, at no additional cost to the District.
- 2.6 The SRO reports directly to the Commander of Investigations, his designee or the patrol shift commander of the Police Department in that order.

3.0 Duty Hours

- 3.1 The SRO shall be a regular employee of the Police Department, but shall provide services to Sandburg High School during the following hours: 7:30 a.m. to 3:30 p.m. on all days that teachers are scheduled to be in attendance. The District will provide the Village with a copy of the school calendar prior to the start of each school year (and within seven days of the effective date of this Agreement).
- 3.2 When the SRO is performing SRO duties but is away from Sandburg High School premises, he/she will maintain communication with the school either by telephone or radio.
- 3.3 It is understood and agreed that the time spent by the SRO attending court, pursuing juvenile or criminal cases arising from and/or out of their duties as an SRO shall be considered as hours worked under this agreement.

4.0 Selection and Qualifications of the SRO. To be an SRO, an officer must first meet all of the following basic qualifications as well as the qualifications set forth in the SRO Job Description, attached hereto as Exhibit A and incorporated herein:

- 4.1.1 Shall be a commissioned officer and have a minimum of two years of law enforcement experience;
- 4.1.2 Shall be a certified juvenile officer;
- 4.1.3 Shall possess a sufficient knowledge of the applicable Federal and State laws, Village ordinances, and Board policies and regulations;
- 4.1.4 Shall be capable of conducting in depth criminal investigations;
- 4.1.5 Shall possess an even temperament and set a good example for students; and
- 4.1.6 Shall possess communication skills that would enable the officer to function effectively within the school environment, including the ability to teach.
- 4.1.7 Shall have completed training concerning the duties of a school resource officer and working with high school age students, including any trainings required by law, including under Section 10.22 of the Illinois Police Training Act (50 ILCS 705/10.22).

4.2 Replacement of SRO

Upon a request by the District, in writing, setting forth the specific reason for replacement and after a meeting with the Chief of Police or his designee, the Village, may replace the SRO with another police officer who meets the criteria set forth in this Agreement.

5.0 Duties of the School Resource Officers

The duties of the SRO are set forth on the SRO Job Description in Exhibit A, and also include the following obligations:

- 5.1 To protect school property, students, school personnel and visitors from criminal activity by patrolling the school building and grounds and attending school functions.
- 5.2 To enforce State and Local criminal laws and ordinances.
- 5.3 To establish a close-working relationship with school officials at Sandburg High School.
- 5.4 To take appropriate action on violations of the law involving juveniles.
- 5.5 To work with the Sandburg High School Administration and teaching staff concerning safety, drug education, conduct, counseling and preventative discipline.
- 5.6 To work with the Sandburg High School Administration in the implementation of police-community school programs.
- 5.7 To be available to organizations within the community to assist in explaining the SRO Program and its philosophy.
- 5.8 To prepare necessary records and reports as requested by the Sandburg High School Administration.
- 5.9 To answer questions in the law-related education field.
- 5.10 To perform daily or periodic risk assessment duties as defined by the District.

6.0 Chain of Command

- 6.1 The SRO, as an employee of the Police Department, will be directly responsible to the Commander of Investigations, his designee or the patrol shift commander in that order.
- 6.2 In the performance of his/her duties, the SRO shall coordinate and communicate with the Principal (or the Principal's designee) of Sandburg High School.

7.0 Training/Briefing

- 7.1 The SRO shall be required by the Police Department to attend monthly training and briefing sessions. These sessions will be held at the direction of the Police Department. Briefing sessions will be conducted to provide for the exchange of

information between the Police Department and the SROs. Notwithstanding the foregoing, the Police Department and the SRO must comply with the obligations set forth in Section 11.0 and the terms of any Reciprocal Reporting System Agreement in place between the Parties.

- 7.2 The Village and the District acknowledge that the SRO must receive appropriate and current training in order to fulfill his/her duties as a school resource officer. The
- 7.3 Beginning January 1, 2021, the Village shall provide to the District a certificate of completion, or approved waiver, issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act (50 ILCS 705/10.22) indicating that the subject officer has completed the requisite course of instruction in the applicable subject areas within one year of assignment, or has prior experience and training which satisfies this requirement.

8.0 Dress Code

- 8.1 The SRO may be required by the District to wear a Police Department issued uniform for the first 2 weeks of the school year.
- 8.2 After the first 2 weeks of the school year, the SRO may, at the discretion of the Police Department and the Principal of Sandburg High School, wear "soft" clothes. Notwithstanding the above, the SRO must be identifiable as a Police Officer when on duty as an SRO.

9.0 Supplies and Equipment

- 9.1 Motor vehicles. The Police Department will provide a squad car for use by the SRO in performance of his/her duties.
- 9.2 Safety Equipment. The Police Department shall provide any safety equipment to the SRO that it determines to be necessary.
- 9.3 Office Supplies. Sandburg High School agrees to provide the SRO with the usual and customary office supplies and forms required in the performance of his/her duties. In addition, the SRO shall be provided a private office within Sandburg High School that is accessible by the students. The SRO shall also be provided a computer, access to a printer, and access to a private fax machine for confidential intelligence sharing. This office shall not be used as a booking station in violation of Section 10-20.60 of the School Code (105 ILCS 5/10-20.60).

10.0 Operating Procedures

The SRO shall comply with applicable Board policies and procedures in the course of his/her duties.

11.0 Access to Education Records

The District and the Village 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*

Student Records Act, the *Illinois Mental Health and Developmental Disabilities Confidentiality Act*, the federal *Family Educational Rights and Privacy Act*, the *Health Insurance Portability and Accountability Act of 1996*, , the *Illinois Personnel Records Review Act*, and all rules and regulations governing the release of student, personnel, and medical records, as well as the terms and conditions contained in the Reciprocal Reporting System Agreement entered into by the Parties on December 20, 2012 as it may be amended, or any successor agreement (“Reciprocal Reporting Agreement”), to the extent a student has not reached his or her 18th birthday. The SRO may have access to personally identifiable information (“PII”) in student records as follows:

- 1) The SRO may have access to directory information of students as needed to perform duties.
- 2) The SRO may have access to other (non-directory) student record information pursuant to the following legal guidelines, as interpreted and approved by the Superintendent or Principal:
 - i) The SRO may receive PII from the District as a “school official” performing SRO duties under this Agreement when the SRO has a direct and legitimate educational interest in the student. A “legitimate educational interest” shall include promoting school safety and physical security of the students. The PII must remain under the direct control of the District, and SRO may use information obtained as a school official only for the purposes for which it is obtained, and will not disclose such information to third parties, including other employees of the Police Department who are not acting as school officials, unless consent of the parent (or student age 18 or older) is obtained or an exception to the consent rule applies.
 - ii) The SRO may receive from the District PII related to student criminal activity pursuant to the Reciprocal Reporting Agreement, when necessary for the discharge of his or her official duties, to effectively serve, prior to adjudication, the student whose records are released. Such a release of records is subject to the terms of the Reciprocal Reporting Agreement, and the SRO will not disclose such information to third parties outside the Police Department.
 - iii) in an emergency, as determined by the Superintendent or School Principal.

To the extent the SRO has access to student records to perform his/her duties, he/she shall not divulge such records to any third party outside of the conditions outlined above without the District’s consent, parental consent, or as permitted or required by law. The District and the Village acknowledge and agree that all records that are both generated and maintained solely by the SRO in connection with the performance of services under this Agreement shall constitute law enforcement records and shall be the property of the Village and shall not be student records. 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.

- 12.0 Term of Agreement** - The Initial Term of this agreement is August 1, 2019 through July 31, 2020. This Agreement will be automatically renewed for additional one (1) year Terms until

terminated as provided herein. The Agreement may be terminated by either party for convenience upon sixty (60) days' prior written notice.

13.0 Insurance and Indemnification

13.1 Indemnity: The District shall indemnify and hold the Village and its officers and employees harmless from any and all losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reason of any of negligent or willful and wanton acts 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 Village shall indemnify, defend and hold the District, its individual Board members and employees harmless of and from any and all losses, costs, demands, damages, actions or causes of action, including reasonable attorneys' fees arising out of, proximately caused by or incurred by reasons of any negligent or willful and wanton 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.

13.2 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 and at all times naming the other party to this Agreement, its individual Board members, employees, and agents as additional insureds thereon. Such coverage shall include each Party's indemnification obligation under Paragraph 13.1 of this Agreement. Within five (5) 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

14.0 Evaluation: The Principal (or designee) shall evaluate the SRO on an annual basis in the manner jointly developed by the parties. The Principal's evaluation shall be advisory only and the Police Department retains the final authority to evaluate the SRO's performance.

15.0 Body Cameras: Should the SRO be required by the Village to wear a body camera while on duty at Sandburg High School, the SRO shall comply with all laws and regulations applicable to the wearing of such cameras.

16.0 Storage of SRO Papers and Equipment: The District shall provide the SRO a space for storage of paperwork, personal effects, and small items of equipment. The SRO shall not store ammunition or weapons on school property except with the express permission of the Superintendent. If the Superintendent approves storage of ammunition and equipment on school property, the parties shall agree to specific written protocols for such storage, including a locked area, safety precautions, and access and inventory protocols.

17.0 Access to Security Videos and Secure Radio Channels: To the extent the District operates security video systems or secure radio channels, the District may give the SRO regular access to view live security video and secure radio channels as deemed appropriate by the District. Recorded security videos in and outside Sandburg High School may constitute student records protected by state and federal laws, and recorded security videos on school buses constitute

confidential records under the Criminal Code, thus access to recorded videos shall be given only in keeping with those laws.

18.0 Notices: Any notices may be sent to the respective parties at the following respective addresses:

To the Village: Chief of Police
Orland Park Police Department
15100 S. Ravinia Ave.
Orland Park, IL 60462

To the District: Superintendent
Consolidated High School District No. 230
15100 S. 94th Avenue
Orland Park, Illinois 60462

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

19.0 Complete Understanding and Amendments: With the exception of the Reciprocal Reporting Agreement, 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.

20.0 Termination of Prior Agreements: All existing agreements between the Parties concerning the provision of a School Resource Officer, including, the Intergovernmental Agreement Between Consolidated High School District 230 and the Village of Orland Park Providing for a School Resource Officer, dated May 15, 2014, are hereby terminated.

SIGNATURE'S REQUIRED

IN WITNESS WHEREOF, the parties hereto have set their hands and seals all as of the day and year written below.

**BOARD OF EDUCATION OF
CONSOLIDATED HIGH SCHOOL
DISTRICT NO. 230**

VILLAGE OF ORLAND PARK

By: Anthony J. Scaturro
Its: Board President
Date: 5-30-19

By: _____
Its: _____
Date: _____

Attest:

By: Susan A. Dalton
Its: Board Secretary
Date: 5-30-19

EXHIBIT A

Consolidated High School District 230

Job Description
School Resource Officer

Position: **School Resource Officer (SRO)**

QUALIFICATIONS:

- A) A commissioned officer with a minimum of two years law enforcement experience
- B) A certified juvenile officer
- C) Evidence of a sufficient knowledge of applicable Federal and State laws, Village Ordinances, and Board of Education policies and regulations
- D) Capable of conducting in depth criminal investigations
- E) Even temperament and a role model for students
- F) Have sufficient communication skills that would enable the officer to function effectively within the school environment

REPORTS TO:

The SRO, as an employee of the Orland Park Police Department will be directly responsible to the Commander of Investigations, his designee or the patrol shift commander in that order, who shall designate and/or authorize any variation in the officers' normal work schedule or assignments in consultation with the building principal.

POSITION GOALS:

- A) Works in a collaborative manner to assist with the promotion of positive student behavior and self-discipline
- B) Fosters to maintain a positive working relationship between the Students, employees, and school community
- C) Plays a pivotal role in the prevention of criminal activities during the School day, at school events as assigned, and in or near school property
- D) Acts as a member of the school crisis team and link between school officials and the police department in any crisis situation, including the investigation of any threats of school personnel or members of the school community
- E) Acts in accordance to the Intergovernmental Agreement between the Village of Orland Park and the Board of Education of Consolidated High School District No. 230

PERFORMANCE RESPONSIBILITIES:

- A) Protect school property, students, school personnel and visitors from criminal Activity by patrolling the school building and grounds and attending school functions such as athletic events, dances, concerts, and educational programs as required
- B) To enforce state, and local criminal laws and ordinances
- C) To establish a close working relationship with school officials in the Sandburg attendance area
- D) The SRO will be responsible for taking appropriate action on violations of the law involving juveniles

- E) Work with the school administration and teaching staff, assisting those members concerned with safety, drug education, conduct, counseling and preventative discipline
- F) Work with the Sandburg High School Administration in the implementation of Police-community school programs
- G) To prepare necessary records and reports as requested by the Sandburg High School Principal
- H) To assist other law enforcement officers with outside investigations concerning students attending Sandburg High School

COMMUNICATIONS:

- A) Serves as liaison between school administration and police department
- B) Maintains an ongoing dialogue with secondary school administrators, deans, counselors, social workers, and health service personnel regarding student Behavior
- C) Maintains complete confidentiality as defined and required by state law in regards to student conduct and criminal investigations that arise from his/her employment