

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2020-MC11

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF VILLA GROVE AND VILLA GROVE COMMUNITY UNIT
SCHOOL DISTRICT NO. 302 REGARDING SERVICES OF A
SCHOOL RESOURCE OFFICER**

PASSED BY THE CITY COUNCIL AND
APPROVED BY THE MAYOR OF THE
CITY OF VILLA GROVE, ILLINOIS
THIS FOURTEENTH DAY OF SEPTEMBER 2020

PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE MAYOR AND CITY COUNCIL OF THE CITY
OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, THIS FOURTEENTH DAY OF SEPTEMBER 2020.

CITY OF VILLA GROVE
DOUGLAS COUNTY, ILLINOIS

ORDINANCE NO. 2020-MC11

September 14, 2020

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WHEREAS, the City of Villa Grove, Douglas County, Illinois, is a municipality as contemplated under Article VII, Section 7 of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of City's powers and functions as granted in the same; and

WHEREAS, the Villa Grove City Council and Villa Grove CUSD #302 School Board have previously engaged in discussions and negotiations regarding an Agreement for the services of a School Resource Officer (SRO); and

WHEREAS, the laws of the State of Illinois authorize the City of Villa Grove to enter into an Intergovernmental Agreement of this type if it determines it is in the best interest of the municipality to do so and if the other governmental entity is similarly agreeable; and

WHEREAS, the Mayor and City Council of Villa Grove believe that said Intergovernmental Agreement is now in the best interests of the City of Villa Grove.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL, CITY OF VILLA GROVE, DOUGLAS COUNTY, ILLINOIS, as follows:

SECTION 1: The City of Villa Grove hereby approves and agrees to the terms of an Intergovernmental Agreement between the City of Villa Grove and

the Villa Grove Community Unit School District No. 302 regarding the SRO services as provided in attached Exhibit A.

SECTION 2: The Mayor and Clerk of the City of Villa Grove are authorized to execute said Intergovernmental Agreement in substantially the form attached as **Exhibit A** when said document is in a form acceptable to the Villa Grove CUSD #302 School Board.

SECTION 3: The City Administrator is hereby authorized to make such changes and adjustments as she deems appropriate and in the interest of the City after consultation with the City Attorney and Chief of Police, and with notice duly given to the Mayor and City Council.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: That all ordinances, resolutions and order, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict repealed.

SECTION 6: That this Ordinance shall be in pamphlet form as provided by law, although said publication is not necessary for the effectiveness of said ordinance as said ordinance is by the terms hereof effective upon its passage and approval.

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EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement, entered into this tenth day of August 2020, by and between the Board of Education of Villa Grove Community Unit School District No. 302 (hereinafter “School District”) and the City Council of the City of Villa Grove, Illinois (hereinafter “City”);

WITNESSETH :

WHEREAS, the School District is an Illinois public school district organized and existing pursuant to and subject to the provisions of the Illinois School Code, 105 ILCS 5/1-1, *et seq.*; and

WHEREAS, the City has a full-time police department to provide for the protection and safety of the citizens of the City (hereinafter “Police Department”); and

WHEREAS, the School District desires to enter into a contract with the City for the services of a School Resource Officer (“SRO”) from the City’s Police Department to provide for the safety and protection of the students, employees and others at the School District; and

WHEREAS, the City, by and through its Police Department, is willing and able to provide such SRO services to the School District; and

WHEREAS, the parties have reached mutually acceptable terms for the provision of SRO services and wish to memorialize the same herein; and

WHEREAS, the School District and the City are authorized to enter into intergovernmental agreements pursuant to Article VII, §10 of the Constitution of the State of Illinois and the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises,

covenants and agreements contained herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals. The parties hereby find that all of the recitals contained in the preambles to this Intergovernmental Agreement are full, true and correct and do incorporate them into this Intergovernmental Agreement by this reference.

2. Services Provided by City. Subject to approval by the School District, the City shall assign one (1) Villa Grove police officer as an SRO to perform duties as determined and requested by the School District pursuant to this Agreement, including but not limited to:

- Develop expertise in presenting various subjects (particularly in meeting federal and state mandates in drug abuse prevention education) and provide presentations at the request of School District personnel in accordance with the established curriculum;
- Become generally aware of Board of Education policies affecting students and employees, and consult with and coordinate SRO activities through the School District administration;
- Encourage and facilitate individual and small group discussions about law enforcement related matters with students, faculty, and parents;
- Attend meetings to solicit parent and faculty support and understanding of the SRO program and to promote awareness of law enforcement functions;
- Be familiar with community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc., and make referrals when appropriate;
- Collaborate with the School District administration to develop and implement plans and strategies to prevent and/or minimize dangerous situations on or near school property or involving students at school-related activities;
- Coordinate with School District administration and be responsible for law enforcement and security activities pertaining to School District facilities pursuant to this Agreement;
- Formulate and provide educational crime prevention programs to reduce potential crimes against persons and property in the various school buildings;
- Act as a resource to School District administrators in investigating violations related to the school community;
- Serve as a positive role model to improve the image of law enforcement officers in the eyes of students and the community;

- Counsel students in special situations, such as being suspected of engaging in criminal misconduct, and answer questions that such students may have about criminal or juvenile law; and
- Provide written incident/activity documentation to the School District Superintendent in form, content and duration reasonably requested by the Superintendent.

3. Selection and Assignment.

- a. The parties acknowledge that the SRO shall be a full-time regular police officer of the Villa Grove Police Department with the training and certifications necessary to serve in such capacity, and that a single employee of the Police Department satisfying these criteria shall perform all of the SRO duties required by this Agreement. The SRO shall at all times relevant to this Agreement, remain an employee of the Villa Grove Police Department and shall be subject to terms and conditions of employment established by the City. It is the express intent of the parties that nothing contained herein shall be deemed to create an employer- employee relationship between the School District and the City or between the School District and the SRO, it being the express intent of the parties that the City and School District shall be contracting as independent parties. The SRO shall at all times remain under the principal supervision of the Police Chief (or his designee) of the Villa Grove Police Department, and in the event of any conflict between the directions issued by the Police Chief and requests of any School District representatives, the directions issued by the Police Chief or his designee shall prevail. Only the City and the Villa Grove Police Department may discipline the SRO.
- b. Notwithstanding the foregoing, both parties shall collaborate in the selection of

the SRO, including replacements in the event of resignations, retirements, or other personnel changes, and both parties may terminate this Agreement in the event a particular SRO suitable to it cannot be jointly identified. In the event such collaborative efforts fail to result in the identification and selection of an SRO acceptable to both parties, this Agreement shall be deemed null and void and of no further force and effect. Either party may request the assignment of a different SRO for good cause, violations of applicable rules or regulations, or when otherwise in the best interests of the School District, its faculty, staff or students, or those of the City or the Police Department. Absent circumstances requiring immediate action, contemplated personnel transitions should be timed so as to be ready for approval in the month of March. In the event of a transition in which the successor is in need of the training and certifications necessary to serve as an SRO, such training should ideally take place during the summer recess between academic years.

- c. In addition to compliance with the requirements set forth in Section 3.a., the SRO shall satisfy the following requirements and/or maintain the following certifications:

- i. SRO Certification,
- ii. Juvenile Police Officer (JPO) Certification,
- iii. Commitment, flexibility and ability to work in a school setting and on a school schedule,
- iv. Ability to work effectively with children and teenagers, and
- v. A minimum of 2 years of experience as a Police Officer shall be preferred.

4. Schedule, Working Hours, Employment Terms.

- a. The SRO shall be assigned by the City to the School District on days when

school is in normal session, and the SRO shall regularly perform duties up to forty (40) hours per week. The schedule and hours of work shall be mutually agreed upon between the School District administration and the SRO. In the event the School District's administration requests the SRO's attendance at extracurricular activities or events occurring beyond the regular daily schedule and the SRO consents to attendance at a particular extracurricular event, it is the parties' understanding that the time spent by the SRO to attend the extracurricular event may extend the number of hours of service by the SRO for that week, in which case the SRO would receive overtime for hours worked beyond 40 in any given week unless the parties mutually agree to deduct the same from the SRO's regular daily schedules for the week in question.

- b. Notwithstanding the foregoing, the parties recognize that a portion of the SRO's duties under such assignment may necessarily be required to be performed at locations other than the properties of the School District, such as the police department, juvenile detention center, county jail, courthouse and the community of which the School District is a part. The School District agrees that the SRO, as part of the duties of such assignment, may from time to time attend local and area meetings with other school resource officers, juvenile officers, probation officers, and other such juvenile justice personnel. Furthermore, the School District agrees that the SRO, as part of the duties of assignment of the SRO, may from time to time attend law enforcement training, conferences relevant to school safety and security, juvenile justice, intervention, substance abuse prevention and/or the duties of officers assigned to schools as

resource or liaison officers. With prior approval, the City and School District agree to share equal responsibility for all fees and expenses of such training or conferences. The City and the Police Department agree that any absences by the SRO to attend training not related to matters of school safety and security, juvenile justice, intervention, substance abuse prevention, or the duties of officers assigned to schools will not be considered time spent under this Agreement or subject to reimbursement by the School District to the City hereunder.

- c. The SRO shall at all times remain solely an employee of the City and shall not be deemed an employee of the School District. The City shall be responsible for the compensation (including any overtime payments) of the SRO and all benefits, pension contributions, and other terms and conditions of employment. The SRO shall at all times remain part of the Villa Grove Police Department and subject to the Police Department's chain of command, rules, regulations, policies, and operating procedures.
- d. In the event of illness requiring sick leave, the SRO will notify both the School District and Police Department as early as possible. The parties agree that occasional sick days are to be expected and shall not be deemed a breach of this Agreement; however, the School District shall only pay the City for hours actually worked by the SRO as described herein. In the event of injury sustained by the SRO in the course of performing SRO duties under this Agreement, both parties shall be notified.
- e. The SRO shall not schedule personal vacation during the regular school

attendance term without two weeks prior notice to the School District Superintendent.

5. Official Duties, School Records, Non-Disclosure. The City and the School District recognize that the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, et. seq.) (“FERPA”) and the Illinois School Student Records Act (105 ILCS 10 et. seq.) (“ISSRA”) impose substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student’s parents/guardians or employees of the School District. This Agreement shall be construed only so as to permit lawful disclosure by the School District of student record information to police officers assigned to the School District by the Police Department. In accordance with ISSRA, the SRO will be trained and certified as an Illinois Police Juvenile Officer whose assignment and official duty as SRO includes the investigation and disposition of crimes and offenses that may have been committed by juvenile offenders. The SRO shall abide by all applicable laws, regulations and rules concerning restrictions on disclosure and re-disclosure of student record information pursuant to ISSRA and FERPA, and the Police Department shall not violate nor direct the SRO to violate ISSRA, FERPA or Board of Education rules regarding disclosure and re-disclosure. In addition to the rules, regulations, policies and operating procedures of the City and the Police Department, the SRO, City and the Police Department shall abide by the applicable rules, regulations, policies and procedures of the School District regarding disclosure of school student record information pursuant to FERPA and ISSRA, expressly including the Reciprocal Reporting guidelines established pursuant to Section 10-20.14 of the School Code (105 ILCS 5/10-20.14).

6. Enforcement of Laws, Ordinances, Rules, and Regulations. The School District and the City acknowledge that all local, state and federal laws and ordinances are enforceable upon

the property of the School District. In addition, the School District hereby requests the SRO to enforce the rules and regulations of the School District pertaining to unauthorized visitors and unauthorized parking of vehicles upon School District property as well as those that relate to the safety and security of students, faculty, staff, and property. Notwithstanding the foregoing, the SRO shall not be authorized to discipline any student.

7. Indemnification. The City agrees to indemnify, defend and hold harmless the School District and any of its officers, employees or agents from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any negligent or willful act or omission of the SRO or any breach of the City's obligations under this Agreement. The School District agrees to indemnify, defend and hold harmless the City and any of its officers, employees and agents from and against any and all losses, damages, costs and expenses (including reasonable attorneys' fees and expenses) in any manner resulting from or arising out of any negligent or willful act or omission of any of its employees or any breach of the School District's obligations under this Agreement.

8. Office, Files, Telephone, Equipment, Vehicle. The School District agrees to provide an office to be used by the SRO, together with access to telephone, fax, internet, and other ordinary office needs, including locking file cabinets or drawers so as to meet the statutory requirements for securing juvenile records. Routine and extraordinary maintenance of such office shall be provided by personnel of the School District at such times as are acceptable to the School District and the Police Department. The School District further agrees to provide a computer and related information technology equipment as systems compatibility may allow. The Police Department and the City shall furnish the SRO with all police equipment, including vehicle.

9. Term of Agreement, Renewal, or Cancellation. The City and the Police Department

agree to provide the services set forth in this Agreement beginning **August 20, 2020** and continuing through the end of the 2020-2021 school year. This Agreement shall be renewed annually for one (1) additional school year, unless either party notifies the other in writing of its intention to terminate the terms of this Agreement no less than sixty (60) days prior to the end of the then current school year.

10. Compensation. The City shall be solely responsible for the cost of SRO's salary, benefits and obligations, including health insurance, retirement contributions, worker compensation, unemployment compensation and all other state and federal liabilities ("SRO Costs"), except as provided hereinbelow. The School District shall pay to the City as compensation hereunder an amount equal to one-half (1/2) of the City's SRO Costs for SRO as a police officer employed in the Police Department for each day in which services are provided hereunder. For any overtime hours worked by the SRO, or another police officer that has been requested to work by the District, the School District shall pay 100% of the SRO Costs attributable to such overtime. The City shall be obligated to perfect any and all applicable withholdings. The City shall bill the School District in ½ day increments and submit an invoice to the School District monthly. The School District shall pay the amount due within five (5) days after the date of the Board of Education meeting at which the invoice is approved. The City shall notify the School District in advance of any increase in the City's SRO Costs.

11. Start-up Costs. The School District shall pay to the City an amount equal to ½ of the City's initial expenses of officer uniforms, equipment and training directly related to the creation of the SRO position, not to exceed the sum of \$5,000. The City shall submit an invoice to the School District itemizing such start-up costs and the School District shall pay the amount due within five (5) days after the date of the Board of Education meeting at which the invoice is

approved.

12. Voluntary Agreement. Each of the parties hereto has entered into this Agreement as its free and voluntary act. Each of the parties hereto has had the advice and benefit of counsel in making this Agreement and knows and fully understands the terms of this Agreement.

13. Whole Agreement. This Agreement constitutes the whole and entire agreement between the parties. No prior agreement, negotiations, relationships, understanding, course of dealing, or usage forms any part of this Agreement.

14. Successors. This Agreement shall inure to the benefit of and shall bind the Villa Grove Community Unit School District No. 302 and its agents, representatives, officers, assigns and successors, and shall also bind the City of Villa Grove, Illinois and its agents, representatives, officers, assigns and successors.

15. Duplicate Originals. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart. The Agreement shall be effective when each party hereto shall have signed a counterpart and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all the parties have signed a single document.

16. Savings Clause. If any provision of this Agreement or any application of this Agreement to any entity, school district or employee is held to be contrary to law by a body of competent jurisdiction and pursuant to final Order or judgment, then such provision or application shall not be valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed on the date first written above.

**BOARD OF EDUCATION OF
VILLA GROVE COMMUNITY
UNIT SCHOOL DISTRICT NO. 302**

By: _____
Its President

ATTEST

By: _____
Its Secretary

**CITY OF VILLA GROVE,
A MUNICIPAL CORPORATION OF
DOUGLAS COUNTY, ILLINOIS**

By: _____
Mayor

ATTEST

By: _____
City Clerk

SEAL