

SCHOOL RESOURCE OFFICER
CONTRACTUAL AGREEMENT

THIS AGREEMENT is entered into this day of June 2018, by and between the Village of Mahomet acting through the Mahomet Police Department (hereinafter referred to as "Village" and "Mahomet Police Department") and the Mahomet-Seymour CUSD #3 (hereinafter referred to as "School District").

The School District and the Village are authorized and empowered to contract with each other under the provisions of Article VII, Section 10 of the Constitution of the State of Illinois and pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.' and School District and the Village wish to enter this Agreement.

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. Purpose. This agreement establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the Agreement formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Police Officers and the youth and families of our community in addition to reducing crime committed by juveniles and young adults.

2. Mission. The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults, combined with the establishment of positive relationships with students and families between the Mahomet Police Department and Mahomet-Seymour School District. This is accomplished by assigning a Mahomet Police Officer to school facilities on a permanent basis. The SRO Program accomplishes this mission by creating and maintaining safe, secure and orderly learning environments for students, teachers and staff. The SRO:

- will establish a trusting channel of communication with students, parents and teachers.
- will serve as a positive role model to instill in students; good moral standards, good judgment, respect for other students and a sincere concern for the school community.
- will promote citizen awareness of the law to enable students to become better informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement, as well as, consequences for violations of the law.
- will serve as a confidential source of counseling for students and parents/families concerning law-related problems they face as well as providing information on community resources available to them.

3. Organizational Structure.

A. Composition. The SRO (School Resource Officer) Program will consist of one (1) full-time Mahomet Police Officer who is a Certified Police Officer and meets all requirements as set forth by the Policies and Procedures of the Mahomet Police Department.

B. Supervision. The day-to-day operational and administrative control of the SRO Program will be the responsibility of the Mahomet Police Department. Responsibility for the conduct of SRO personnel, both personally and professionally, shall remain with the MAHOMET POLICE DEPARTMENT. On a daily basis, the School Resource Officer will collaborate with school and district administrators on many issues, including the disposition of various situations they may encounter. The SRO will report to the school's administrators; however, their ultimate responsibility is to carry out their duties as police officers, as expressed and interpreted through the Mahomet Police Department's chain of command.

C. Relationship of Parties. MAHOMET POLICE DEPARTMENT and the assigned officer shall have the status of an independent contractor for purposes of this Agreement. The officer assigned to the School District shall be considered to be an employee of MAHOMET POLICE DEPARTMENT and shall be subject to its control and supervision. The assigned officer will be subject to current procedures in effect for certified officers including attendance at all authorized training. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the School District to accomplish the goals of this Agreement is a MAHOMET POLICE DEPARTMENT employee and that no rights under MAHOMET POLICE DEPARTMENT employment, retirement, or personnel rules accrue to such person, and the parties agree that no person supplied by the MAHOMET POLICE DEPARTMENT to accomplish the goals of this Agreement is a School District employee and that no rights under school district employment, retirement, or personnel rules accrue to such person.

4. Procedures.

A. Concept. The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). The SRO Triad concept generally means that the officers assigned to the program are law enforcement officers, law-related counselors and instructors for law enforcement topics. SROs are first and foremost law enforcement officers for the Mahomet Police Department. SRO's shall be responsible for carrying out all duties and responsibilities of an officer and shall remain at all times under the control, through the chain of command, of the Mahomet Police Department. All acts of commission or omission shall conform to the Mahomet Police Department Rules of Conduct. SROs are enforcement officers in regards to criminal matters only and not enforcers of school regulations. SROs are not school disciplinarians and should not assume this role. SROs report directly to the Chief of Police in connection with the assignment of law enforcement instruction and normal law enforcement duties. SROs are not formal counselors, and will not act as such, however they are to be used as a law-related resource to assist students, faculty, staff, and all persons involved with the School District. SROs are to be used as instructors of law enforcement topics, and will provide instruction when the School District requests it under the supervision of a certified teacher. SROs can instruct on a variety of law enforcement subjects to students and staff, including alcohol and drug education. SROs may use this instruction to build rapport between the students and the staff while under the supervision of a certified teacher.

B. Duties. Mahomet Police Department's responsibilities of the SRO will include, but not be limited to:

1. To enforce criminal law and protect the students, staff, and public at large against criminal activity
2. Provide information concerning questions about law enforcement topics to students and staff;
3. Speak to students on a variety of law enforcement related topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership, and life skills when the School District requests it and under the supervision of a certified teacher;
4. Coordinate investigative procedures between Police and school administrators;
5. Provide law-related counseling on a limited basis to students, staff, and faculty;
6. Handle initial police reports of crime committed on campus;
7. Take enforcement action on criminal matters when appropriate;
8. Wear an approved police uniform at all times or other apparel approved by the Mahomet Police Department.

C. Enforcement. Although SROs have been placed in a formal educational environment, they are not relieved of the official duties as a law enforcement officer. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations should be issued and arrests made when appropriate and in accordance with police department's policies and procedures.

5. Equipment and Working Conditions.

A. MAHOMET POLICE DEPARTMENT Responsibilities. MAHOMET POLICE DEPARTMENT shall provide one (1) SRO who has specialized training as a school resource officer. Each officer shall be a fully equipped non-probationary Mahomet Police Department Officer in good standing.

B. School District Responsibilities. The School District shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

1. Access to an air-conditioned and properly lighted private office, which shall contain a telephone, which may be used for general business purposes.
2. A location for files and records, which can be properly locked and secured;
3. A desk with drawers, chair, worktable, and filing cabinet;
4. Access to and encouragement of classroom participation by the SROs;
5. Opportunity for SROs to address teachers and school administrators about the SRO Program, goals and objectives;

C. Reporting of Serious Crimes. If a school administrative investigation uncovers evidence of a serious crime as defined in state law or federal law, the school official shall notify the SRO, the student's parent/guardian, and the appropriate school personnel. The SRO officers shall comply with the Illinois School Student Records Act (105 ILCS 10/1 et seq.). Any records released must be necessary for the discharge of the officers' official duties, and the student records will not be disclosed to any other party except as provided under law or order of court.

6. Time and Place Performance. MAHOMET POLICE DEPARTMENT will endeavor to have an SRO available for duty at the assigned school each day that school is in session during the regular school year. The SRO's primary responsibilities will center on the high school. The SRO will, as his/her availability allows and the need requires, perform similar duties at the junior high and both elementary schools. MAHOMET POLICE DEPARTMENT is not required to furnish substitute officers on days when regular SRO is absent due to authorized leave or Mahomet Police Department's training requirements. The Chief of Police at all times maintains the authority to reassign an officer to other duties, whether on a temporary basis or a permanent basis. Barring exigent circumstances, the SRO will attend the following extra-curricular events at the high school: Homecoming Dance, Winter Formal Dance, and Prom. In addition, the Mahomet Police Department will endeavor to have the SRO, or another officer, in attendance at those extra-curricular school activities (e.g., varsity sporting events) mutually agreed upon by the School Principal and the Chief of Police.

7. Evaluation. It is mutually agreed that the School District shall evaluate annually the SRO Program and the performance of each SRO with forms developed jointly by the parties. The evaluation shall be shared with the Chief of Police. It is further understood that the School District's evaluation of each officer is advisory only and that the Mahomet Police Department retains the final authority to evaluate the performance of the SROs.

8. Reimbursement. The School District shall reimburse the Village for the partial cost of one (1) officer for the program. Accordingly, the cost set forth herein is the total cost to be paid by the District and is not calculated on an hourly basis of actual time but for the program as a whole. The District agrees to assume 75% of the cost of a senior police officer's salary and benefits, per the negotiated agreement between the Fraternal Order of Police (FOP) and the Village of Mahomet. These costs will be reimbursed to the Village from the School District on a monthly basis.

- 1st year salary/benefit costs for School District: \$78,163.65 (May 1, 2018-April 30, 2019). This is 75% of \$104,218.20. The cost to the School District for the 18-19 school year will be prorated to reflect an August 1, 2018 start date of the SRO.

- 2nd year: 2.75% salary and benefit increase, effective May 1, 2019
- 3rd year: 3.00% salary and benefit increase, effective May 1, 2020

The Mahomet Police Department will provide a detailed summary of the SRO's activities for the prior month at the time each installment is due.

9. Third Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement or any other persons other than the Village and Mahomet – Seymour CUSD #3 and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation or liability of any third persons to either the Village or Mahomet – Seymour CUSD #3, nor shall any provision give and third parties any rights of subrogation or action over or against the Village or Mahomet – Seymour CUSD #3. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

10. Term of the Agreement. The term of this agreement is three (3) years commencing on the 1st of August, 2018 and ending on the 30th of June, 2021.

11. Insurance and Indemnification. VILLAGE and the MAHOMET POLICE DEPARTMENT agrees to hold the School District its officials, agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO Officers. The School District agrees to the extent allowed by law to hold the VILLAGE, MAHOMET POLICE DEPARTMENT, its officials, agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the School District employees.

12. Access to Education Records. The Mahomet Police Department 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. Previously the Village and the School District entered into a Reciprocal Reporting System Agreement dated, November 25, 2014, which is reaffirmed. 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 Mahomet 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 Mahomet 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 Mahomet Police Department, the SRO and the Mahomet 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).

Signatures:

For the Village of Mahomet:

S. M. W.

Date:

7.1.2018

For the Mahomet-Seymour CUSD #3 Board of Education:

[Signature]

Date:

6-25-18

