

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ROLLING MEADOWS AND THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 15

WHEREAS, it is the desire of the City Council to enter into an Intergovernmental Agreement with the Board of Education of Community Consolidated School District No. 15 to have the services of two (2) of the City of Rolling Meadows police officers to perform the duties of a School Resource Officer (“SRO”) at the School.

WHEREAS, the City Council and the Board of Education of Community Consolidated School District No. 15 have determined it to be in the best interests of both Parties to enter into this Agreement.

NOW, THEREFORE, be it resolved by the City Council of the City of Rolling Meadows, Illinois, as follows:

Section 1: That the Intergovernmental Agreement between the City of Rolling Meadows and the Board of Education of Community Consolidated School District No. 15, is hereby approved in substantially the form attached hereto as Exhibit “A”, and the Mayor is hereby authorized and directed to execute, and the Deputy City Clerk to attest, said Agreement on behalf of the City, with such insertions, omissions and changes as shall be approved by the Mayor, the execution of such documents being conclusive evidence of such approval.

Section 2: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

PASSED this 9th day of August, 2022, pursuant to a roll call vote as follows:

AYES: O’Brien, Bisesi, Reyez, Sanoica, McHale, Budmats

NAYS: 0

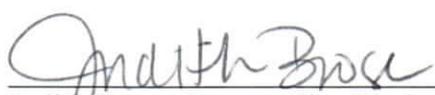
ABSENT: Vinezeano

APPROVED this 9th day of August, 2022.



Joe Gallo, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

EXHIBIT A

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**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF COMMUNITY CONSOLIDATED SCHOOL
DISTRICT NO. 15
AND
THE CITY OF ROLLING MEADOWS
FOR SCHOOL RESOURCE OFFICER SERVICES
2022-2023**

This Intergovernmental Agreement is made by and between the Board of Education of Community Consolidated School District No. 15, Cook County, Illinois ("Board" or "District") and the City of Rolling Meadows, IL. ("City").

WITNESSETH:

WHEREAS, the Board operates Central Road School, Kimball Hill School, Willow Bend School, Carl Sandburg Junior High, Plum Grove Junior High, Conyers Learning Academy ("School"), located in Rolling Meadows, within the City's jurisdiction; and

WHEREAS, the City operates the Rolling Meadows Police Department, which provides police services within the City's jurisdiction; 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, pursuant to Section 10-20.14 of the School Code (105 ILCS 5/10-20.14), school districts are encouraged to create memoranda of understanding with local law enforcement agencies that clearly define law enforcement's role in schools; 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 two of the City's police officers to perform the duties of a School Resource Officer ("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.

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. Incorporation of Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Term. This Agreement shall commence on the date fully executed by both Parties, and shall continue in full effect until June 30, 2023. This Agreement may be extended by mutual written agreement of the Parties. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice. Upon the commencement of this Agreement, any prior Agreement between the Parties for the City's provision of SRO services to the District shall be deemed terminated.

3. Assignment and Selection of the SRO(s). The City shall assign two police officers to act as SROs at the Rolling Meadows Schools. To select the police officers, the City shall provide the Superintendent of the District (or designee) with a list of police officers who meet the minimum qualifications set forth in Exhibit A, which is attached hereto and incorporated herein by reference. The Chief of Police will then select the police officer who will serve as the SRO. The Superintendent (or designee) may request to hold interviews of the eligible police officers selected to determine if the Officer meets their needs for the position.

At any time during the term of this Agreement, the City shall replace the SRO with another police officer who meets the criteria set forth in this Agreement, if, after consultation with the City, the District provides the City with a written request setting forth the rationale for the requested replacement.

4. Employment of the SRO(s). The SRO(s) shall remain employees of the City and shall be subject to the administration, supervision, and control 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(s) of salary any other benefits, including overtime, to which the SRO(s) are 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 evaluation records of the SRO(s). The SRO(s) shall be covered by the City's worker's compensation insurance.

Because the SRO(s) are employees of the City, the City, in its sole discretion, shall have the power and authority to hire, discharge and discipline the SRO(s). With regard to disciplinary actions related to services provided under this Agreement, the City shall have the sole discretion

and power to discipline the SRO.

5. Compensation. The Board agrees to reimburse the City one hundred percent (100%) of the SRO's per diem rate of salary and benefits for any days that the SRO performs SRO duties for the School during the normal work hours set forth in Paragraph 6 below. In addition, to the extent the SRO performs SRO duties for the School outside of normal work hours, when authorized under Paragraph 6 below, the Board agrees to reimburse the City for the overtime pay of the SRO for such authorized extra duty hours. On a monthly basis, the City shall send the Board an invoice for the amount of reimbursement 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 perform SRO duties for 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 required to be in attendance ("normal work hours"). The SRO presence at the Schools during school hours is a fundamental premise of this Agreement, and the SRO is expected to remain on location at the Schools unless his SRO duties necessitate his presence elsewhere. In addition, the SRO may perform duties for the School outside normal work hours when required as a direct result of a school-related issue for which the SRO's presence is needed. The SRO is authorized to perform duties outside normal work hours only in the event of an emergency or when approved in advance by a school administrator. 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 to special patrols in and around the school particular attention to open and closing. Any additional patrols will be conducted from patrol staffing and will not result in an additional cost to the District. For longer term absences, the City will endeavor to assign a replacement SRO with the qualifications set forth in Exhibit A; if this is not feasible, the Parties will discuss the options to best provide coverage during such absence. In order to maintain consistency in services to students, the SRO will be asked to use reasonable efforts to schedule his or her vacations and time off on school holidays and during school breaks.

7. SRO Duties and Firearm Storage. The SRO(s) shall perform the duties described on Exhibit B, which is attached hereto and incorporated herein by reference. The SRO(s) shall not conduct investigations that are non-criminal in nature such as residency, or serve as security for Board of Education meetings. Storage of firearms on school property will follow the protocols agreed to by the School and the Police Department, which will be attached to this Agreement as Exhibit C.

8. Compliance with Board Policies and Procedure. The SRO(s) 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. The School District and the SRO(s) will have access to education records and law enforcement records relating to students under the terms set forth in Exhibit D and as otherwise allowed or restricted by applicable law.

11. 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 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.

12. 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 reason of any of negligent 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 City shall indemnify, defend and hold the District, its individual Board member, agents, and employees ("District Indemnitees") harmless of and from any and all liabilities, 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 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. Notices. Any notices required under this Agreement may be sent to the respective parties at the following respective addresses:

To the Board:
Community Consolidated School District No. 15
580 First Bank Drive
Palatine, IL 60067

Attn: Superintendent

With a copy to:
Heather K. Brickman
Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP
3030 Salt Creek Lane, Ste. 202
Arlington Heights, IL 60005

To the City:
Rolling Meadows
Attn: Chief of Police

With a copy to:
[INSERT]

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.

14. 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.

15. 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.

16. Governing Law. 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.

17. 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.

18. 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.

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

CITY OF ROLLING MEADOWS

**BOARD OF EDUCATION OF
Community Consolidated
DISTRICT NO. 15,
COOK COUNTY, ILLINOIS**

**By:
Its:
Dated:**

**By:
Its:
Dated:**

ATTEST:

ATTEST:

**By:
Its: Secretary Dated:**

**By:
Its:
Dated:**

EXHIBIT A

QUALIFICATIONS OF THE SRO

1. Be a certified police officer of the ROLLING MEADOWS Police Department;
2. Have at least two (2) years of experience working as a police officer;
3. Have strong verbal, written, and interpersonal skills, including public speaking;
4. Be able to function as a strong role model for students in the District;
5. Possess a sufficient knowledge of the applicable Federal and State laws, City ordinances, and Board policies and regulations;

6. Be capable of conducting in depth criminal investigations; and 7.

Possess an even temperament and set a good example for students.

8. Possess competent computer skills to review and manage District 86 resources that support safety & security on our campuses; i.e. video surveillance equipment and software.

9. Attain Rifle Qualified Status.

10. Have completed the following training regarding the duties and responsibilities of a school resource officer:

a. Prior to January 1, 2021, 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.

b. Commencing on January 1, 2021, either:

i. Certification through the school resource officer course provided by the Illinois Law Enforcement Training and Standards Board under 50 ILCS 705/10.22; or

11. If acceptable to the School District, one of the certifications in Paragraph 10(a) above, provided the Police Department certifies that the school resource officer has prior experience and training which satisfies the training requirement in 10(b) (i).

EXHIBIT B

DUTIES OF THE SRO

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. Provide and encourage programs and presentations designed to promote student and faculty understanding of the law and other public safety issues with the intended goal of allowing young people to become better informed and effective citizen within and outside the academic environment, including conducting 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. When feasible, officers are encouraged to 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 School 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 (athletic events, dance, parent-teacher conferences) as reasonably required;
11. Assist in the development, review, and implementation of the School District Emergency Plan;

12. Present lessons in appropriate courses, as requested by the School District (e.g., driver's education, government) and approved by the Chief of Police;
13. Serve as a liaison between the Schools and the Police Department;
14. Assist with safety and emergency drills pursuant to the School Safety Drill Act, including specifically observing the active-shooter law enforcement drill as required by that Act;
15. Assist the school administration in the development of plans and strategies which minimize dangerous situations including those related to student or community unrest which impact the schools;
16. Provide students and their families, administrators, staff and faculty with information concerning various community support agencies, including:
 - a. family counseling services
 - b. drug and alcohol treatment facilities
 - c. psychological services
 - d. legal assistance
 - e. others which may be appropriate under given circumstances; and
17. The SRO shall provide information, records, and testimony when the SRO is directly involved in an incident and when requested by the School District administration for student expulsion proceedings.

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 Schools 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 a 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. If the SRO does proceed with law enforcement actions, he/she shall adhere to School Board policy, police policy and legal requirements with regard to investigations, interviews of students and arrests of students that occur or are planned to occur on School

District property.

Neither the SRO nor the District shall be precluded from referring students or their parents to the State's Attorney's Office if the student or parents desire to press charges.

The City and the School District acknowledge that the SRO must receive appropriate and current training in order to fulfill his/her duties as a school resource officer. As a result, the Parties shall work cooperatively to ensure the SRO receives appropriate in-service training, such as updates in the law, in-service firearm training, and training specific to the duties of a school resource officer and working with elementary and middle school age students. The School District also may require the SRO to attend other relevant trainings at the expense of the School District, including but not limited to, trainings about appropriate use of restraint involving special needs students, use of opioid antagonists, implementation of Board policies, and the School District's regulations and procedures.

EXHIBIT C

PROTOCOLS FOR STORAGE OF POLICE FIREARMS ON SCHOOL DISTRICT PROPERTY

The SRO may store one (1) rifle and associated ammunition (approximately four (4) magazines but not limited to) (together "firearms") at the School during the term of this Intergovernmental Agreement and in accordance with the following protocols.

1. The firearm and ammunition will be kept, in a safe bolted to the floor, in one or more secure locations acceptable to the Police Department and the School.
2. The Police Department and the School will agree on the type of safe to be used and the methods of access, such as biometric access and/or by a physical key or otherwise.
3. The firearms will be accessible only to the SRO and any sworn and qualified officer from the Police Department.
4. The firearm will be permanently stored at the School 24 hours each day. The SRO may remove the firearm from the School premises for maintenance, training or replacement, with prior notice to both the Principal and the Chief of Police permission notwithstanding. The firearm will be transported in a concealed manner to minimize disruption.

EXHIBIT D

ACCESS TO RECORDS

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. § 1232g; 34 C.F.R. Part 99), Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Parts 160 and 164), the Illinois Personnel Records Review Act (820 ILCS 40/1 et seq.), and all rules and regulations governing the release of student, personnel, and medical records. 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 live feed of security cameras in the District pursuant to authorization of the Superintendent or Principal. Recorded camera footage may constitute student record information if identifiable students are the focus of the footage. As such, recorded camera footage will be treated as student record information pursuant to Paragraph A.3 below.
- 3) 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 the 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 statutory consent rule applies.
 - ii) The SRO may receive from the District PII related to student criminal

activity pursuant to an applicable reciprocal reporting agreement entered into between the District and the City (“Reciprocal Reporting Agreement”), when necessary for the discharge of his official duties to effectively serve, prior to adjudication, the student whose records are released. Such a record release is subject to the terms of the Reciprocal Reporting Agreement, and the SRO will not disclose that information to third parties outside the Police Department.

iii) in an emergency, as determined by the Superintendent or School Principal.

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

B. Law Enforcement 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 Police 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 records and confidentiality provisions in this Agreement shall be interpreted in conjunction with other applicable agreements in effect between the District and the City, including, but not limited to, the Reciprocal Reporting

Agreement.

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