

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF GRANVILLE
AND PUTNAM COUNTY COMMUNITY UNIT SCHOOL DISTRICT 535 TO
PROVIDE A SCHOOL RESOURCE OFFICER TO DISTRICT 535**

THIS AGREEMENT is entered into by and between the Board of Education of Putnam County School District 535, Granville, Putnam County Illinois (hereinafter called "District 535"), an Illinois Public School District, and the Village of Granville (hereinafter called "Village"), an Illinois Municipal Corporation, collectively ("the Parties").

WITNESSETH

WHEREAS, District 535 and the Village hereby enter into this Intergovernmental Agreement ("IGA" or "Agreement") by which the Village and District 535 agree to promote the safety and security of the staff, students and school premises in District 535 through the assignment of a qualified individual, who will be employed as a Village police officer (commonly referred to and hereafter referred to as "School Resource Officer" or "SRO") to the District's schools, according to the terms of this Agreement

WHEREAS, both the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1-1 et seq. authorize and encourage intergovernmental cooperation.

NOW, THEREFORE, in consideration of the premises, covenants, terms and conditions set forth in this Agreement, the parties agree as follows.

SECTION 1: Purpose and Governing Principals

- 1) Purpose: The SRO program provides District 535 administrators with law enforcement resources and expertise to assist with maintaining safety, security, order and discipline in the school environment and to bridge the gap to related community services. The SRO program is intended to ensure that no student's right to receive an education is jeopardized by violence or disruption. As such, this IGA clarifies the responsibilities of the Village and District, the roles of the SRO and District 535 administrators, and the scope of their authority in the administration of the SRO program.
- 2) Non-Discrimination: The Parties agree that in compliance with the law, the Parties shall administer the SRO program established under this IGA without discrimination against any person on the basis of color, race, nationality, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, order of protection status, actual or potential marital or parental status, including pregnancy. In particular, under no circumstances will any representative of the Parties engage in any conduct in violation of state or federal anti-discrimination law in their interactions with students, including but not limited to any type of retaliation for reporting, alleging or filing complaint concerning any alleged discrimination.
- 3) Cooperative Efforts:
 1. The presence of the SRO at schools is not intended to usurp the rights and responsibilities of the Building Principals or designees to enforce the rules of student conduct and to administer discipline in the schools.
 2. The existence of District 535 discipline policies and procedures is not intended nor shall it usurp the mandates and responsibilities of the SRO as directed by the Village and Village Police Department ("Village PD").

3. The Parties acknowledge that not every criminal act will be handled through the criminal justice system. There will be times when the administration of typical school discipline, such as detention, withdrawal of privileges, and/or suspension and the availability of intervention services will be sufficient to address behaviors that may constitute crimes.
4. In deciding when to resort to the criminal justice system in lieu of or in addition to school discipline, the Building Principal or designee and the SRO shall confer and each strive to accommodate the opinions of the other regarding how best to handle a particular situation, when practical. Final discretion regarding whether to charge an individual with an ordinance, criminal or traffic violation lies with the SRO, the Village and/or Granville County State's Attorney's Office.

SECTION 2: Obligations and Responsibilities of the Village

- 1) Provide School Resource Officer as a Full-Time Village Police Officer
 - Required qualifications. The Village and District 535 have interviewed and have agreed that the Village will employ and provide District 535 with a qualified police officer. The principal assignment of this individual will be to serve in the position of SRO.
 - The following qualifications and expectations apply to this assignment.
 - State of Illinois certification as a police officer.
 - Ability and interest to function as a positive role model for students, to cooperate with District 535 administrators, faculty and staff, and to promote a positive image of the Village PD.
 - Background Checks. The Village shall conduct, at District 535 cost and expense, criminal background checks of the SRO prior to being employed and beginning service as a SRO. The Village and District 535 agree that this individual cannot serve as the SRO if his criminal background check reveals convictions that would prohibit him from working with children under Illinois law and specifically Section 10-21.9 of the Illinois School Code (105 ILCS 5/10-21.9).
- 2) Assignment and Supervision of School Resource Officer: It is agreed that the Village will assign the SRO as follows:
 - i. For future SRO assignments, the Village shall be responsible for selecting and assigning an officer to the SRO position who meets the qualifications set for this in this IGA; however, District 535 may, at its sole discretion, refuse or reject the assigned SRO or demand the assignment of a new SRO at any time, by providing written notice to the Village.
 - ii. The Village and Village PD shall maintain all employer and management rights of the SRO. The Chief of Police shall supervise the SRO and coordinate the functions of the SRO program with District 535's Superintendent or designee.
 - i. 535 shall be responsible for compensating the School Resource Officer, including overtime approved by the School District, at 150% of regular pay or time and a half, as provided in the Village's personnel policies. The School Resource Officer intends this assignment to be a special, part-time assignment.

- iii. The SRO is subject to the Village's and Village PD personnel rules and other policies and procedures and is not an employee of District 535. However, the SRO is also subject to District 535's policies and procedures.
- iv. The School Resource Officer shall provide the services set forth in this Agreement in or about District 535's premises, located within the Village of Granville, or other school locations as agreed upon by the Parties. Additionally, the Village, through its Chief of Police, may request the SRO's service for certain, limited special projects. Any such service on Village projects would be at Village cost and expense.
- v. The SRO, Chief of Police and District 535 Superintendent (or his designee) shall meet on an as needed basis to discuss, coordinate and review the activities and services of the SRO.
- vi. The Village shall provide the SRO with appropriate SRO training to prepare the selected individual to serve as a School Resource Officer.

SECTION 3: Obligations and Responsibilities of the School Resource Officer

- 1) General Obligations: The SRO shall perform the basic duties and responsibilities of a SRO with due diligence and to the best of his ability, including the following education responsibilities, officer responsibilities and security responsibilities. He may also be asked to perform police duties, on special projects for the Village, as assigned by the Chief of Police, during such hours or periods when not otherwise assigned to school activities hereunder.
- 2) Work Hours and Visibility on Campus: The SRO shall work for District 535 on a full-time basis, based on a schedule developed by District 535's Superintendent or designee. It is anticipated that the SRO's schedule will include days that students are in attendance (i.e. approximately 180 days), during normal school hours, including student arrival and dismissal times. On occasion, the SRO may be required to work evenings, for school-related events or sporting events and the SRO's schedule and work hours will be adjusted accordingly. The SRO shall also assist with traffic control during arrival and dismissal times and checking unauthorized persons in and around District 535 premises.
- 3) Education Responsibilities: It is hereby agreed by District 535, the Village and the SRO, that the SRO will perform the following, to the best of his ability and current training:
 - i. Work cooperatively with District 535's building administration, faculty and staff to plan and schedule appropriate lessons in gang/violence and drug and alcohol resistance education.
 - ii. Provide instruction on gang/violence resistance and drug and alcohol resistance to high school students at all levels.
 - iii. Assist the curriculum department in evaluating the Officer's instruction of curriculum units on gang/violence and drug/alcohol resistance education.
 - iv. Actively participate on any District 535 drug advisory committee group or related activity.
 - v. Provide feedback for faculty and staff in the role of the SRO as liaison to the Village PD, as well as on topics of interest and importance to the staff related to the Officer's expertise.
- 4) SRO Mentoring and Outreach: The SRO shall interact with students as a positive role model at all times and establish a working relationship with at risk students. The SRO shall maintain daily office hours for consultation with students. The SRO will work collaboratively, as needed with District 535's PTA to arrange and participate in parent/community education. The SRO will

establish a working relationship with District 535 staff and serve as a liaison between District 535 staff and the Village PD.

- 5) Law Enforcement Action and Safety Intervention: The SRO may initiate appropriate law enforcement action to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the school community while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies. Use of force may be implemented pursuant to Village PD policies, procedures and protocols, as well as applicable laws. When practical or as soon as possible thereafter, the SRO shall advise the District 535 Superintendent or Building Principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety and security of the school community.
- 6) Investigations, Interviews and Arrests: Criminal investigations, interviews and arrests by the SRO will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interviews, searches and arrests. If the SRO interviews, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy.

The SRO shall comply with District 535's Board Policy 7:150, *Agency and Police Interviews*, regarding law enforcement interviews as follows:

- a. The SRO shall promptly notify the Building Principal whenever he/she seeks to question a student in an investigative manner or to take any direct law enforcement action against a student.
- b. If applicable, the Building Principal will check the warrants for arrest, search warrants, or subpoenas to be served.
- c. Before detaining and questioning a student under the age of 18 years old on school grounds who is suspected of committing a criminal act, the SRO shall:
 1. Ensure that notification or attempted notification of the student's parent or guardian is made;
 2. Document the time and manner in which the notification or attempted notification occurred;
 3. Make reasonable efforts to ensure that the student's parent or guardian is present during the questioning or, if not present, ensure that school personnel such as a school social worker, school psychologist, school nurse, school guidance counselor or any other mental health professional are present during the questioning; and
 4. If practicable, make reasonable efforts to ensure that a law enforcement officer trained in promoting safe interactions and communications with youth is present during the questioning.
- d. Interviews will be conducted in a private setting. If the parent(s)/guardian(s) are absent, the Building Principal and one other adult witness selected by the Building Principal will be present during the interview.

- e. Interview proceedings will be documented in writing for inclusion in the student's temporary records.
- f. No minor student shall be removed from the school by the SRO without the consent of parent(s)/guardian(s), except upon service of a valid warrant of arrest or in cases of warrantless temporary protective custody.

At no time shall the SRO request that any DISTRICT employee act as an agent of the SRO or law enforcement in any interview.

7) School Discipline: District 535 administration shall be solely responsible for implementing student discipline rules, policies and procedures. District 535 administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns related to student discipline to the Building Principal or designee and shall not independently investigate or administer consequences for violations of student disciplinary rules, policies or procedures. The SRO should generally not have any involvement in routine disciplinary matters, such as tardies, loitering, noncompliance, the use of inappropriate language, dress code violations, minor classroom disruptions, disrespectful behavior, and other minor infractions of school rules. School officials shall only request SRO assistance when necessary to protect the physical safety of students, faculty, staff and others in the school environment or when a student engages in criminal activity. This does not prohibit the SRO from independently investigating student conduct which involves violations of law, even if the same student conduct which violates the law also results in disciplinary action by District 535 administration.

- a. Searches: The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless his/her assistance is requested by school authorities to maintain a safe and secure school environment.

Pursuant to Illinois law, a search of a student on school grounds by an SRO at the request of school authorities is deemed a search by a school employee for Fourth Amendment purposes and thus is subject to the reasonableness standard, not the probable cause standard. When requested to assist with a search by school authorities, the SRO shall comply with DISTRICT's Board Policy 7:140, *Search and Seizure*, and related administrative procedures as follows:

1. At the request of school authorities, the SRO may search a student and/or the student's personal effects in the student's possession (such as purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or District 535 student conduct rules. The search itself must be conducted in a manner that is reasonably related to its objective and not excessively intrusive in light of the student's age, sex, and the nature of the infraction.
2. When feasible, the search should be conducted: 1) outside the view of others, including students; 2) in the presence of a school administrator or adult witness; and 3) by a certified employee or SRO of the same sex as the student.
3. Immediately following the search, the SRO shall make a written report and provide it to District 535 Superintendent.

- b. Interviews: The SRO will not be involved in interviews of students initiated and conducted by school authorities in disciplinary matters unless requested by school authorities to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his/her involvement to what is reasonably

necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively interview students.

- 8) Confidentiality; Access to Student Records: The SRO shall comply with all applicable laws, regulations and District 535 policies relating to the confidentiality of student records, including but not limited to: the Illinois School Student Records Act (“ISSRA”, 105 ILCS 10/1 et seq.), the Family Educational Rights and Privacy Act (“FERPA”, 20 U.S.C. 1232g), the Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), the Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1 et seq.), and DISTRICT Board Policy 7:340, *Student Records*. The SRO may have access to confidential student records or to any personally identifiable information of any District 535 student to the extent allowed under FERPA, ISSRA, and applicable DISTRICT policies and procedures. The SRO shall not automatically have access to confidential student records or personally identifiable information in those records simply because he/she is conducting a criminal investigation involving a student.
- 9) Body Worn Cameras: Use of Body Worn Cameras by the SRO must be subject to and in compliance with federal, state, and local regulations regarding the use and operation of them. Body Worn Cameras should be used for a limited purpose and may be activated under the following circumstances:
 - a. When summoned by an individual to respond to an incident where it is likely that a law enforcement related activity will occur;
 - b. Any self-initiated activity where it is previously known or facts develop that a custodial arrest will be made or law enforcement-related activity will occur;
 - c. Any self-initiated activity where it is previously known or facts develop that the questioning/investigation will be used later in criminal charges, subject to the notice requirements listed herein.
 - d. When feasible, the SRO will activate the body worn camera when the contact becomes adversarial, the subject exhibits unusual or aggressive behavior, or circumstances indicated that an internal complaint will likely be filed.

The SRO must provide clear notice of recording to any person if the person has a reasonable expectation of privacy. If exigent circumstances exist which prevent the officer from providing notice, notice must be provided as soon as practicable. The SRO may not activate the body worn camera in the locker room, bathroom or anywhere else a student has a reasonable expectation of privacy. If the SRO has activated the camera prior to entry in these spaces, the SRO is responsible for turning off the camera upon entry. If the SRO enters a classroom while the camera is activated, the SRO shall provide notice to the teacher and students in the classroom immediately upon entry.

SECTION 4: Obligations and Responsibilities of District 535

- 1) Payment of the SRO: District 535 will reimburse the Village for the cost of the School Resource Officer according to the Compensation Schedule attached hereto and incorporated herein as Exhibit A. District 535 will reimburse the Village for the cost of all overtime worked for District 535, as authorized by District 535, at 150%, or time and a half, of the hourly rate or pay for the hours worked.
- 2) Provision of Space and Access to School Community: District 535 will provide assistance and support to the SRO, including appropriate office space, supplies and equipment, as may be necessary for him to accomplish his duties and responsibilities set forth in this Agreement.
- 3) Training: District 535 shall providing training to the SRO regarding District 535 policies and procedures relevant to the SRO program, including but not limited to: student discipline; student conduct expectations; bullying, harassment and intimidation; sexual harassment; teen dating

violence; non-discriminatory administration of school discipline; students with disabilities and special needs; student records and privacy issues; positive behavioral interventions and supports; student support services; restorative justice; and student suicide awareness and prevention. The Village shall be notified in advance of such training, including its duration and location. Should such training take place outside the SRO's normal work hours or outside Village boundaries, the SRO's presence will be contingent upon pre-approval by the Village.

- 4) **Review of the SRO Program:** The Superintendent or designee shall collect feedback at least annually regarding the SRO program and provide feedback to the Village, via the Chief of Police, regarding the SRO program and the SRO's performance on an annual basis.

SECTION 5: Term and Termination

This Agreement shall commence on July 1st, 2022 and annually renew until such time as either party elects to terminate as follows. Either party may terminate this Agreement at any time during said term by providing the other party not less than ninety (90) days prior written notice of such termination. In addition, the parties may terminate this IGA in writing by mutual consent at any time.

SECTION 6: Liability, Responsibility and Authority

- 1) **Entire Agreement and Amendments to Agreement:** VILLAGE and DISTRICT acknowledge and agree that this IGA constitutes the entire agreement for the SRO program. No change, modification or amendment to this IGA shall be valid unless reduced to writing and approved by the Parties' authorized representatives
- 2) **Indemnification:** It is understood and agreed that neither party to this IGA shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this IGA shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other Party or against third parties. The parties further agree to indemnify, reimburse and hold each other harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney fees, that either party incurs arising out of or occurring in connection with the other party's negligent, reckless or intentional misconduct

SECTION 7: Miscellaneous Provisions

- 1) **Good Faith and Dispute Resolution:** The Village and District 535 agree to perform their duties under this Agreement in good faith. In the event of a dispute, arising under this IGA which cannot be resolved informally by the Parties' respective governing boards, the Parties agree to first engage in mediation to resolve the conflict. If mediation is unsuccessful, the Parties shall then engage in binding arbitration pursuant to the procedures of the American Arbitration Association, in lieu of litigation.
- 2) **Severability:** If for any reason any provision of this IGA is determined to be invalid or unenforceable, that provision shall be deemed severed and the balance of the IGA shall otherwise remain in full force and effect. The failure of a Party to this IGA to insist upon strict and prompt performance of the terms and conditions shall not constitute or be construed as a waiver or relinquishment of that Party's right thereafter to enforce any such term or condition, but the same shall continue in full force and effect.

- 3) Counterparts: This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.
- 4) Compliance with Laws: The SRO, Village and District 535 shall at all times comply with the laws, ordinances, regulations and codes of Federal, State or County agencies, which may in any manner affect the performance of this Agreement. In addition, the School Resource Officer shall comply with all District 535 Policies and laws applicable to School District employees.
- 5) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of Putnam, Illinois.
- 6) Notice: All notice required pursuant to this IGA shall be sent by means capable of providing a confirmation of receipt, including (a) deposit with postage pre-paid in the U.S. mail, certified and return receipt requested, (b) personal service, or (c) facsimile transmittal, to the Parties at their addresses set out below or as otherwise specified in writing to one another. All notices mailed shall be deemed effective three days after mailing.

If to VILLAGE:
 Chief Mike Padilla
 (815)339-2514
 316 S. McCory Street
 Granville, Illinois 61326

If to DISTRICT:
 Dr. Clayton J. Theisinger, Superintendent
 (815)882-2800 ext. 5
 400 E. Silverspoon Ave.
 Granville, Illinois 61326

with a copy to counsel:
 Brad Popurella
 10 Park Avenue W
 Princeton, Illinois 61356

with a copy to counsel:
 Robbins Schwartz
 55 W Monroe, Suite 800
 Chicago, Illinois 60603

IN WITNESS WHEREOF, the Village and District 535 have executed this Agreement on the 15th day of March 2022.

VILLAGE OF GRANVILLE, for
 VILLAGE OF GRANVILLE POLICE DEPT.

BOARD OF EDUCATION
 of PUTNAM COUNTY
 SCHOOL DISTRICT 535

By: _____

By: _____

Attest: _____

Attest: _____

Acknowledged: _____

Date: _____

Date: _____

EXHIBIT A
COMPENSATION SCHEDULE

1. School District 535 will compensate the Village for all compensation costs and benefits of a full-time police officer assigned as School Resource Officers billed over approximately 10 months starting in August. All overtime authorized by District 535 will be paid by District 535 at 150% or time and a half, of the hours worked. The compensation due from District 535 will be adjusted on an ongoing basis to reflect the current salary costs of the Village pursuant to its policies and applicable agreements, including any collective bargaining agreement affecting such salary and other applicable costs. Village will provide District 535 with a copy of any applicable provisions of such Village policies and agreements, including the collective bargaining agreement upon its request.
2. The following itemization shows actual costs for School Resource Officers assigned for the 2022-2023 school year, based upon the Village's costs as of DATE NEEDED:

Gross Wage	\$35,442
IMRF	\$1,145
Unemployment	\$705
Social Security	\$2,040
Medicare	\$477
Insurance	\$11,085
Vehicle Expenses	\$750
Workers Comp Insurance	\$750
TOTAL	\$52,394

TOTALS:

3. The Village will invoice District 535. All overtime authorized by District 535 will be included in each invoice. Payment shall be made to the Village of Granville, and delivered to the Finance Director, Commissioner of Accounts and Finance.
4. Any federal or state grant funds actually received by the Village and designated for the School Resource Officer Program will be credited by the Village against compensation due from District 535 and will be reflected in each monthly invoice.