

INTERGOVERNMENTAL AGREEMENT PROVIDING FOR
VILLAGE OF SCHAUMBURG RESOURCE OFFICERS
FOR SCHOOL DISTRICT # 54

THIS AGREEMENT is entered into by and between School District #54, Schaumburg, Illinois, Cook County, Illinois (hereinafter called "District 54") and the Village of Schaumburg, a home rule municipal corporation, (hereinafter called "Village").

WITNESSETH:

WHEREAS, District 54 desires to have three Village of Schaumburg School Resource Officers detailed to cover the following schools: Frost Junior High School, Addams Junior High School and Keller Junior High School, Aldrin Elementary, Blackwell Elementary, Campanelli Elementary, Churchill Elementary, Collins Elementary, Dooley Elementary, Enders-Salk Elementary, Hale Elementary, and Hoover Elementary, District 54, on a contract basis; and

WHEREAS, the Village is willing to provide such officers in exchange for the payment referenced in this Agreement; and

WHEREAS, both the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq (1992) authorizes and encourages intergovernmental cooperation; and

WHEREAS, both the Village and District 54 are interested in promoting the safety and security of the staff, students and school premises in District 54.

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

SECTION 1. Incorporation of Recitals

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION 2.

Obligations and Responsibilities of the Village

2.0 Provide Village Police Officers to District 54 for Interview

The Village will provide to District 54 sufficient qualified officers to interview. A Committee as designated by District 54 including a Village of Schaumburg Police Department Supervisor shall decide which officer would best meet the requirements and criteria of the School District of a School Resource Officer. The Village shall provide the officers with the following qualifications:

Certified Police Officer, Juvenile Certification

Minimum 2 years of police service

Verbal, written and interpersonal skills including public speaking Knowledge of, and experience in, matters involving cultural diversity Educational background/experience

Must be able to function as a strong role model

2.1 Assignment of Village Police Officers to District 54

The Village shall assign to District 54 the officers chosen by the Committee to act as the School Resource Officers on issues of security and community education. However, the, Village Police Officers will remain as employees of the Village and all personnel rules applicable to said. Village Officer shall continue to apply to the Officers and the Officers will at all times abide by all rules of the Village of Schaumburg and or Police Department.

2.2 Duties and Responsibilities of Village Police Officers

The Village Police Officers assigned to District 54 shall have the following duties and responsibilities:

Educational Responsibilities

1. Work cooperatively with the building administration and staff to plan and schedule appropriate lessons in gang/violence and drug and alcohol resistance education.
2. Teach appropriate law enforcement topics to junior high and elementary school students as requested by school administrators (i.e. Internet Safety, Drug and Gang Resistance, Stranger Danger).
3. Assist the curriculum department in evaluating curriculum units taught on gang/violence and drug/alcohol education.
4. Actively participate on the District 54 Safe Schools Committee.
5. Provide training for faculty and staff on the role of the police liaison as well as on topics of interest and importance to the staff related to her/his expertise.

Resource Responsibilities

1. Maintain office hours each day for consultation with students.
2. Work collaboratively with the PTA to arrange and participate in parent/community education sessions.
3. Interact with students as a positive role model during lunch and study hall periods.
4. Work collaboratively with administrators and counselors to develop strategies for dealing with behaviorally at risk students.
5. Establish a working relationship with behaviorally at risk students.
6. Assist schools with student truancy and residency issues.

Security Responsibilities

1. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods.
2. Meet with building administrators to advise them of potentially violent situations and to plan for the safe resolution of those situations.
3. Follow building and district behavior policies, using police authority in necessary situations.

The Officers shall serve District 54 on a full time basis during the time the Officers are assigned to the District, and shall perform the above mentioned tasks with due diligence and to the best of his/her ability.

SECTION 3. Obligations and Responsibilities of District 54

District 54 will reimburse the Village for three-fourths (3/4) of the total cost of the Police Officers according to the reimbursement agreement, attached and marked as Exhibit A. The formula may be reviewed, modified and or changed on an annual basis as agreed in writing between the parties, or at any time the police officer is replaced to reflect any increase of cost or change. Any overtime costs incurred as a result of the SRO attending school activities will be the responsibility of District 54 and will be paid by the District.

SECTION 4. Term

This Agreement shall commence on August 1, 2022, and continue in full force and effect up to and through July 31, 2025. Thereafter, this agreement shall automatically be renewed annually

subject to the reimbursement agreement, for a period beginning each August five days prior to the first day of school and ending each June five days after the last day of school. Either party may terminate this Agreement at any time during the term by providing the other party (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement.

SECTION 5. Liability, Responsibility and Authority

District 54 shall and hereby does indemnify and hold harmless the Village of Schaumburg and its officers or employees against any claims, demands, costs and expenses including reasonable attorney's fees for the defense thereof arising from or in connection with the activities contemplated hereunder, provided that said claims, demands, costs, and expenses have not been caused by the negligence of the Village and its officers or employees.

The Village shall and does hereby indemnify and hold harmless District 54, its officers, and employees, against any claims, demands, costs and expenses, including reasonable attorneys' fees for the defense thereof, arising from or in connection with the activities contemplated hereunder, provided that said claims, demands, costs and expenses have not been caused by the negligence of District 54 and its officers or employees.

SECTION 6. General Provisions

6.0 Amendment to the Contract

Any terms or conditions of this agreement may be deleted or altered only by written agreement to this Agreement, duly executed by the Village and District 54.

6.1 Good Faith

Both the Village and District 54 have an obligation to perform their duties under this Agreement in good faith.

6.2 Severability

If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

6.3 Interpretation

Any headings of the Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa, unless the context shall otherwise indicate. All references to any such person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

6.4 Assignment/Binding Effect

Neither party hereto may assign their respective rights, duties hereunder except upon prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives and successors in interest.

6.5 Waiver of Breach

If either party waived a breach of any provision of this agreement by the other party, that waiver will not operate or be construed as a waiver of such subsequent breach by either party or prevent either party from enforcing such provisions.

6.6 Merger Clause - Amendment

This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

6.7 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.

6.8 Compliance with all Laws

The Village and District 54 shall at all times observe and comply with the laws, ordinances, regulations and codes of Federal, State, County and other local government agencies, which may in any manner affect the performance of this Agreement.

6.9 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 Cook, Illinois.

6.10 Disclaimer of Relationship

Nothing contained in this Agreement, nor any act of the Village or District 54, respectively, shall be deemed or construed by any of the parties hereto to be by third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village or District 54, respectively.

6.11 Notice

Any and all communications regarding the terms of this Agreement shall be in writing and sent by registered or certified mail and addressed, if to District 54, to Superintendent of Schools, School District #54, 524 E. Schaumburg Road, Schaumburg, Illinois 60194. If to the Village, to the Village Manager, Village of Schaumburg, 101 Schaumburg Court, Schaumburg, Illinois 60193. Notice shall be effective at dispatch. Notice as provided herein does not waive service, of summons or process.

IN WITNESS WHEREOF, the Village and District have executed this Agreement on the 20th day of October, 2022.

SIGNATURE PAGE VILLAGE OF SCHAUMBURG

VILLAGE OF SCHAUMBURG

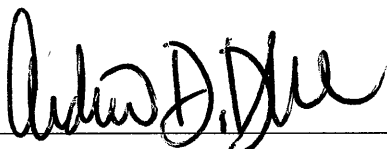
BY: Tom Dailly
Village President

ATTEST:

By Marilyn J. Kae
Village Clerk

SIGNATURE PAGE SCHOOL DISTRICT # 54

SCHOOL DISTRICT #54

BY: 
Superintendent, School District #54

ATTEST:

BY: 
Secretary, Board of Education

Appendix A

Village of Schaumburg

Annual Cost of One Police Officer May 1, 2022 through April 30, 2023

Description	Comments	Cost	75% of Cost
Base Salary	Cost may be lower if an officer with less than five years of experience is selected	\$107,394	\$80,545.50
Detective Pay	Per collective bargaining contract	1,750	1,313
Longevity	Longevity pay received with five years of service	450	338
Medicare	1.45% of Base Salary, Detective Pay, Longevity and Sick Incentive	1,589	1,191.75
Police Pension	29.39% of Base Salary and Detective Pay (Total Normal	32,077	24,057.75
Uniform Allowance	Per collective bargaining contract (Detective Rate)	900	675
Medical Insurance	Average basic cost per employee as budgeted	14,652	10,989
Term Life	Employee coverage at \$40,000	52	39
Workers Comp	Police employee actual insurance rate 10/01/2017-09-30-	1,831	1,373.25
Quartermaster	Cost of uniforms, hats, equipment, etc.	700	525
Training	Estimate annual training cost	1,000	750
	Total Cost	162,395	121,797.25

*Any applicable overtime will be billed to the District by the Village separately at actual costs.

