

SCHOOL RESOURCE OFFICER
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this 14th day of May, 2006, by and between the CITY OF CHAMPAIGN, ILLINOIS (hereinafter referred to as "City") and CHAMPAIGN COMMUNITY UNIT SCHOOL DISTRICT NO. 4 (hereinafter referred to as "School District").

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq, enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation;

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 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. This is accomplished by assigning Champaign Police Officers 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 student, parents and teachers. SRO's 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. SRO's 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. SRO's will serve as a confidential source of counseling for students and parents concerning law-related problems they face as well as providing information on community resources available to them.

3. Organizational Structure.

A. Composition. The SRO (Student Resource Officer) Program will consist of five (5) full-time Champaign Department personnel who are Certified Police Officers and meet all requirements as set forth by City Police Department Rules and Regulations.

B. Supervision. The day-to-day operational and administrative control of the SRO Program will be the responsibility of the Champaign Police Department. Responsibility for the conduct of SRO personnel, both personally and professionally, shall remain with the City of Champaign Police Department. The School Resource Unit is assigned to the Investigations Unit of the Champaign Police Department. On a daily basis, School Resource Officers 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 Police Department chain of command

C. Relationship of Parties. The City and the assigned police officers shall have the status of an independent contractor for purposes of this Agreement. The police officers assigned to the School District shall be considered to be employees of the City and shall be subject to its control and supervision. The assigned officers will be subject to current procedures in effect for certified police 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 City employee and that no rights under City employment, retirement, or personnel rules accrue to such person, and the parties agree that no person supplied by the 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 City of Champaign Police Department. SROs shall be responsible for carrying out all duties and responsibilities of a police officer and shall remain at all times under the control, through the chain of command, of the Champaign Police Department. All acts of commission or omission shall conform to the Champaign 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 SRO Police Department supervisor 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. Selection. When a SRO position becomes available, notice will be given to all sworn employees as required by the City's Collective Bargaining Agreement. Interested persons shall submit a memorandum to the Chief of Police. The officers will then be interviewed by a board consisting of Police Department and School District personnel and community members with the final selection being made by the Chief of Police at his sole discretion. Community members of the interview board will be selected by joint agreement. The Chief of Police will make SRO assignments for a school year with an annual review. Selection criteria will include, but not be limited to:

1. Oral presentation;
2. Performance reports;
3. Experience;
4. Interpersonal skills

C. Duties. Police Department 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 City of Champaign Police Department;
9. Attend school special events as needed.

D. Enforcement. Although SROs have been placed in a formal educational environment, they are not relieved of the official duties as an 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 department responsibility.

5. Equipment and Working Conditions.

A. City Responsibilities. The City shall provide five (5) SRO officers who have specialized training as school resource officers. Each officer shall be a fully equipped non-probationary City of Champaign Police Officer in good standing.

B. School District Responsibilities. The School District shall provide the SRO of each campus 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 the investigation uncovers evidence of a serious crime as defined in state and county school system administrative regulations, 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.) The records release 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. Standard Operating Procedures to be Developed. The parties recognize that the success of the SRO Program requires common expectations and understanding, and good communication between the SRO and school administrators, which includes understanding of when and how the SRO will perform his/her responsibilities in interacting, intervening, such as by investigation or arrest of a student, assignment of hours, confidentiality of student records, attendance at events outside normal school hours and request for overtime work by the SROs. The parties shall develop a jointly agreed upon standard operating procedures (SOP) which shall be issued by the Chief of Police and approved by the School Superintendent. The SOP may be modified by the Chief of Police and School Superintendent as they deem necessary.

7. Time and Place of Performance. The City will endeavor to have SRO's available for duty at their assigned school each day that school is in session during the regular school year. The City is not required to furnish substitute officers on days when regular SROs are absent due to authorized leave or Police Department 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.

8. 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 City of Champaign Police Department retains the final authority to evaluate the performance of the SROs.

9. Reimbursement. The intent of the parties is that the School District shall reimburse the City for the full recurring costs of two (2) officers, while the City is providing the funds for the one-time costs for two (2) officers and all costs for three (3) officers 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 or actual time basis but for the program as a whole. The School District shall pay an annual cost of \$203,457 for the first year. The equal monthly payments shall be made to: Finance Department, 102 N. Neil Street, Champaign, Il. 61820 and will begin no later than July 31, 2006 with the reimbursement to the City for the first year completed by June 30, 2007. Provided that the Agreement has been extended pursuant to Section 10, the School District shall make equal monthly payments with an annual cost of approximately \$217,042 for the second year with reimbursement beginning no later than July 31, 2007 and completed by June 30, 2008, and the School District shall make equal monthly payments with an annual cost of approximately \$223,087 for the third year with reimbursement beginning no later than July 31, 2008 and completed by June 30, 2009.

10. Term of the Agreement. The term of this agreement is one year commencing on the the 1st of July, 2006 and ending on the 30th of June, 2007. The Agreement shall be renewed and extended annually for additional and successive one-year terms unless notice of non-renewal is given by either party, in writing, prior to April 15th of the

initial or any succeeding term. The reimbursement amount shall be adjusted annually, provided that the Chief of Police has notified the Superintendent of the actual full annual cost of two officers prior to March 15, of each year and the Superintendent has, in writing, agreed to the annual amount.

11. Insurance and Indemnification

The City agrees to hold the School District its agent 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 City its agent 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.

CHAMPAIGN COMMUNITY SCHOOL DISTRICT UNIT NO. 4

By: [Signature]
President, Board of Education

CITY OF CHAMPAIGN, a Municipal Corporation

By: [Signature]
City Manager

ATTEST:

[Signature]
Clerk, Board of Education

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Attorney

APPROVED AS TO FORM:

[Signature]
Asst. Deputy City Attorney

City of Champaign
Legal Department
102 North Neil Street
Champaign, IL 61820
217-403-8765
217-403-8755 (fax)

AMENDMENT AND EXERCISE OF RENEWAL OPTION

THIS AMENDMENT AND EXERCISE OF RENEWAL OPTION is entered pursuant to the terms and conditions of an intergovernmental agreement for School Resource Officers entered April 17, 2006 between the City of Champaign and Champaign Community Unit School District #4 (hereinafter "Unit 4").

TO WIT:

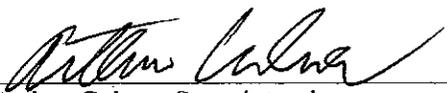
1. Pursuant to Paragraph 10 of the aforementioned agreement, the City Manager of the City of Champaign and the Superintendent of Unit #4 hereby consent to the renewal of the aforementioned agreement beginning July 1, 2007 and ending on June 30, 2008.
2. Paragraph 10 of said agreement regarding the compensation to be paid to the City of Champaign shall be amended to reflect the full recurring costs of two officers of \$220,306 from July 1, 2007 until June 30, 2008.
3. All other terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS HEREOF, the authorized officers of the respective parties have hereunto set their hands this 14th day of May, 2007.

CITY OF CHAMPAIGN,
A Municipal Corporation

CHAMPAIGN COMMUNITY UNIT SCHOOL
DISTRICT #4

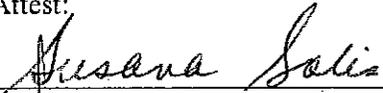

Steven C. Carter, City Manager


Arthur Culver, Superintendent

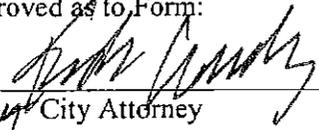
Attest:


Marilyn K. Barbs
City Clerk

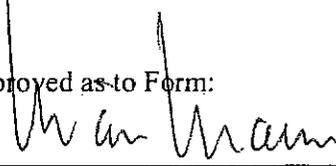
Attest:


Susana Salis

Approved as to Form:


Deputy City Attorney

Approved as to Form:


Attorney

AMENDMENT AND EXERCISE OF RENEWAL OPTION

THIS AMENDMENT AND EXERCISE OF RENEWAL OPTION is entered pursuant to the terms and conditions of an intergovernmental agreement for School Resource Officers entered April 17, 2006 between the City of Champaign and Champaign Community Unit School District #4 (hereinafter "Unit 4").

TO WIT:

1. Pursuant to Paragraph 10 of the aforementioned agreement, the City Manager of the City of Champaign and the Superintendent of Unit #4 hereby consent to the renewal of the aforementioned agreement beginning July 1, 2008 and ending on June 30, 2009.
2. Paragraph 10 of said agreement regarding the compensation to be paid to the City of Champaign shall be amended to reflect the full recurring costs of two officers of \$234,707 from July 1, 2008 until June 30, 2009.
3. All other terms and conditions of the agreement shall remain in full force and effect.

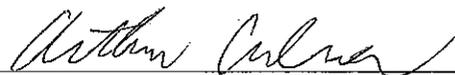
IN WITNESS HEREOF, the authorized officers of the respective parties have hereunto set their hands this 2nd day of June, 2008.

CITY OF CHAMPAIGN,
A Municipal Corporation

CHAMPAIGN COMMUNITY UNIT SCHOOL
DISTRICT #4



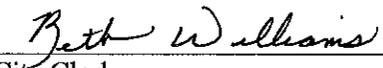
Steven C. Carter, City Manager



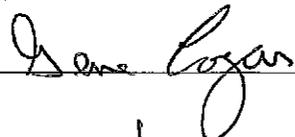
Arthur Culver, Superintendent

Attest:

Attest:



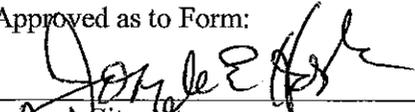
Beth Williams
City Clerk



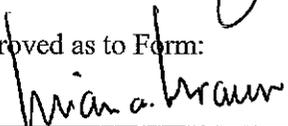
Gene Logan

Approved as to Form:

Approved as to Form:



Jayle E. Hoff
Asst. City Attorney



Mian A. Braun
Attorney

CB-2006-089

AMENDMENT AND EXERCISE OF RENEWAL OPTION

THIS AMENDMENT AND EXERCISE OF RENEWAL OPTION is entered pursuant to the terms and conditions of an intergovernmental agreement for School Resource Officers entered April 17, 2006 between the City of Champaign and Champaign Community Unit School District #4 (hereinafter "Unit 4").

TO WIT:

1. Pursuant to Paragraph 10 of the aforementioned agreement, the City Manager of the City of Champaign and the Superintendent of Unit #4 hereby consent to the renewal of the aforementioned agreement beginning July 1, 2009 and ending on June 30, 2010.
2. Paragraph 10 of said agreement regarding the compensation to be paid to the City of Champaign shall be amended to reflect the full recurring costs of two officers of \$237,948 from July 1, 2009 until June 30, 2010.
3. All other terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS HEREOF, the authorized officers of the respective parties have hereunto set their hands this 8th day of June, 2009.

CITY OF CHAMPAIGN,
A Municipal Corporation

CHAMPAIGN COMMUNITY UNIT SCHOOL
DISTRICT #4



Steven C. Carter, City Manager



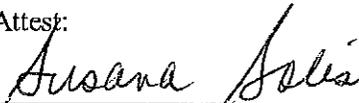
Arthur Culver, Superintendent

Attest:

Attest:



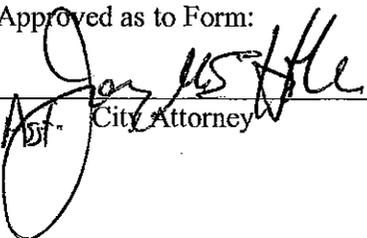
Linda D. Randall, Deputy
City Clerk



Susana Solis

Approved as to Form:

Approved as to Form:



Jay H. Hille
City Attorney

Attorney

AMENDMENT AND EXERCISE OF RENEWAL OPTION

THIS AMENDMENT AND EXERCISE OF RENEWAL OPTION is entered pursuant to the terms and conditions of an intergovernmental agreement for School Resource Officers entered April 17, 2006 between the City of Champaign and Champaign Community Unit School District #4 (hereinafter "Unit 4").

TO WIT:

1. Pursuant to Paragraph 10 of the aforementioned agreement, the City Manager of the City of Champaign and the Superintendent of Unit #4 hereby consent to the renewal of the aforementioned agreement beginning July 1, 2010 and ending on June 30, 2011.
2. Paragraph 10 of said agreement regarding the compensation to be paid to the City of Champaign shall be amended to reflect the full recurring costs of two officers of \$241,821 from July 1, 2010 until June 30, 2011.
3. All other terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS HEREOF, the authorized officers of the respective parties have hereunto set their hands this 14th day of June, 2010.

CITY OF CHAMPAIGN,
A Municipal Corporation

CHAMPAIGN COMMUNITY UNIT SCHOOL
DISTRICT #4

Steven C. Carter
Steven C. Carter, City Manager

Arthur Culver
Arthur Culver, Superintendent

Attest:

Attest:

Marilyn Z. Barnes
City Clerk

Ludy Wiegand

Approved as to Form:

Approved as to Form:

Joseph H. Hyle
Asst City Attorney

[Signature]
Attorney

Two School Resource Officers
FY 09/10

fy 09/10

| | |
|----------------------------|-----------|
| Salary - 10-14 yr assigned | \$136,654 |
| Benefits (67.38%) | \$92,077 |
| Clothing Allowance | \$1,400 |
| Vest Replacement | \$312 |
| Radio Replacement | \$930 |
| Bi-Annual Physical | \$500 |
| Vehicle Replacement | \$5,248 |
| Fuel & Maintenance | \$4,000 |
| Computer Replacement | \$700 |
| Totals | \$241,821 |

AMENDMENT AND EXERCISE OF RENEWAL OPTION

THIS AMENDMENT AND EXERCISE OF RENEWAL OPTION is entered pursuant to the terms and conditions of an intergovernmental agreement for School Resource Officers entered April 17, 2006 between the City of Champaign and Champaign Community Unit School District #4 (hereinafter "Unit 4").

TO WIT:

1. Pursuant to Paragraph 10 of the aforementioned agreement, the City Manager of the City of Champaign and the Superintendent of Unit #4 hereby consent to the renewal of the aforementioned agreement beginning July 1, 2012 and ending on June 30, 2013.
2. Paragraph 10 of said agreement regarding the compensation to be paid to the City of Champaign shall be amended to reflect the full recurring costs of two officers of \$251,231 from July 1, 2012 until June 30, 2013.
3. All other terms and conditions of the agreement shall remain in full force and effect.

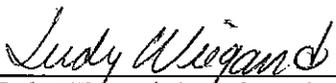
IN WITNESS HEREOF, the authorized officers of the respective parties have hereunto set their hands this 13th day of September, 2012.

CITY OF CHAMPAIGN,
A Municipal Corporation

CHAMPAIGN COMMUNITY UNIT SCHOOL
DISTRICT #4



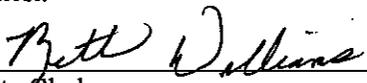
Steven C. Carter, City Manager



Judy Wiegand, Superintendent

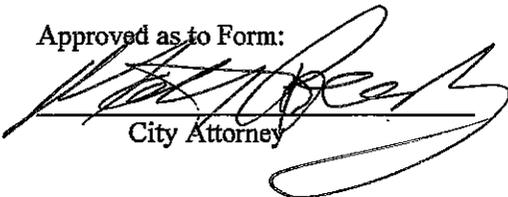
Attest:

Attest:



Beth Williams
City Clerk

Approved as to Form:



City Attorney

CB - 2006 - 089

**Two School Resource Officers
FY 12/13**

fy 12/13

| | |
|-----------------------------------|------------------|
| Salary - 10-14 yr assigned | \$141,498 |
| Benefits (68.66%) | \$97,153 |
| Clothing Allowance | \$1,400 |
| Bi-Annual Physical | \$500 |
| Vest Replacement | \$350 |
| Radio Replacement | \$930 |
| Vehicle Replacement | \$5,000 |
| Fuel & Maintenance | \$3,700 |
| Computer Replacement | \$700 |
| Totals | \$251,231 |

AMENDMENT AND EXERCISE OF RENEWAL OPTION

THIS AMENDMENT AND EXERCISE OF RENEWAL OPTION is entered pursuant to the terms and conditions of an intergovernmental agreement for School Resource Officers entered April 17, 2006 between the City of Champaign and Champaign Community Unit School District #4 (hereinafter "Unit 4").

TO WIT:

1. Pursuant to Paragraph 10 of the aforementioned agreement, the City Manager of the City of Champaign and the Superintendent of Unit #4 hereby consent to the renewal of the aforementioned agreement beginning July 1, 2013 and ending on June 30, 2014.
2. Paragraph ⁹10 of said agreement regarding the compensation to be paid to the City of Champaign shall be amended to reflect the full recurring costs of two officers of \$270,163 from July 1, 2013 until June 30, 2014.
3. All other terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS HEREOF, the authorized officers of the respective parties have hereunto set their hands this 26th day of AUGUST, 2013.

CITY OF CHAMPAIGN,
A Municipal Corporation

CHAMPAIGN COMMUNITY UNIT SCHOOL
DISTRICT #4



Dorothy David, City Manager



Judy Wiegand, Superintendent

Attest:

Attest:



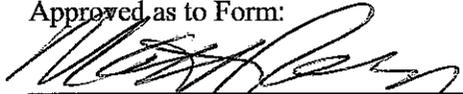
Beth Williams
City Clerk (CB-2006-084)



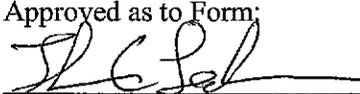
ILCS

Approved as to Form:

Approved as to Form:



Ast, City Attorney



Attorney

AMENDMENT AND EXERCISE OF RENEWAL OPTION

THIS AMENDMENT AND EXERCISE OF RENEWAL OPTION is entered pursuant to the terms and conditions of an intergovernmental agreement for School Resource Officers entered April 17, 2006 between the City of Champaign and Champaign Community Unit School District #4 (hereinafter "Unit 4").

TO WIT:

1. Pursuant to Paragraph 10 of the aforementioned agreement, the City Manager of the City of Champaign and the Superintendent of Unit #4 hereby consent to the renewal of the aforementioned agreement beginning July 1, 2014 and ending on June 30, 2015.
2. Paragraph 10 of said agreement regarding the compensation to be paid to the City of Champaign shall be amended to reflect the full recurring costs of two officers of \$291,769 from July 1, 2014 until June 30, 2015.
3. All other terms and conditions of the agreement shall remain in full force and effect.

IN WITNESS HEREOF, the authorized officers of the respective parties have hereunto set their hands this 30th day of JUNE, 2014.

CITY OF CHAMPAIGN,
A Municipal Corporation

CHAMPAIGN COMMUNITY UNIT SCHOOL
DISTRICT #4

Dorothy David
Dorothy David, City Manager

Judy Wiegand
Judy Wiegand, Superintendent

Attest:

Attest:

Marilyn Z. Banks
City Clerk (CP-2006-089)

JLC SCHOOL ATTORNEY

Approved as to Form:

Approved as to Form:

Laura Heel
ASST. City Attorney

JLC
Attorney

**Two School Resource Officers
FY 14/15**

fy 14/15

| | |
|-----------------------------------|------------------|
| Salary - 15-19 yr assigned | \$155,119 |
| Benefits (79.55%) | \$123,397 |
| Clothing Allowance | \$1,400 |
| Bi-Annual Physical | \$550 |
| Vest Replacement | \$350 |
| Radio Replacement | \$930 |
| Vehicle Replacement | \$4,823 |
| Fuel & Maintenance | \$4,500 |
| Computer Replacement | \$700 |
| Totals | \$291,769 |