

RESOLUTION NO. 2019-11-050R

**RESOLUTION APPROVING A SCHOOL RESOURCE PROGRAM
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the City of Urbana, Illinois (the “City”) is a municipal corporation and a home-rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, Urbana School District No. 116 (the “School District”) is a unit of local government pursuant to Article VII, Section 8 of the Illinois Constitution of 1970; and

WHEREAS, the City and the School District have the power and authority pursuant to the Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into and execute agreements with other units of government; and

WHEREAS, the Parties jointly seek to establish and delineate a School Resource Officer Program in order to foster an efficient and cohesive program with the goals of (a) building positive relationships between the City’s police officers and youth in the community served by the Parties; (b) reducing crime committed by juveniles and young adults within the community served by the Parties; and (c) reducing juvenile and young adult violence and crime committed in and about the School District’s facilities; and

WHEREAS, the City and the School District seek to memorialize their agreement to formalize their relationship regarding the School Resource Officer Program in a School Resource Program Intergovernmental Agreement in substantially the form appended hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

The City Council shall and hereby approves the School Resource Program Intergovernmental Agreement in substantially the form of the exhibit appended hereto and made a part hereof.

Section 2.

The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to execute on behalf of the City of Urbana, Illinois and deliver to the City Clerk of the City of Urbana, Illinois, for attestation the School Resource Program Intergovernmental Agreement in substantially the form of the exhibit appended hereto and made a part hereof.

PASSED BY THE CITY COUNCIL this 2nd day of December, 2019.

AYES: Brown, Hazen, Hursey, Jakobsson, Roberts, Wu

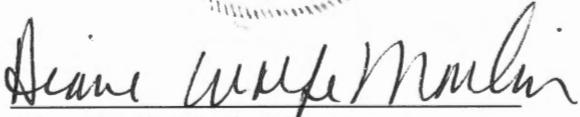
NAYS: Miller

ABSTENTIONS:



Charles A. Smyth, City Clerk

APPROVED BY THE MAYOR this 4th day of December, 2019.



Diane Wolfe Marlin, Mayor

**SCHOOL RESOURCE OFFICER PROGRAM INTERGOVERNMENTAL
AGREEMENT**

This School Resource Officer Program Intergovernmental Agreement (hereinafter, the “Agreement”) is entered into this 17 Day of December, 2019 by and between the City of Urbana, Illinois (hereinafter, the “City”) and Urbana School District No. 116 (hereinafter, the “School District”) (individually and generically, a “Party” and, collectively, the “Parties”).

WHEREAS, the City is a municipal corporation and a home-rule unit of local government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, the School District is a unit of local government pursuant to Article VII, Section 8 of the Illinois Constitution of 1970; and

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; and

WHEREAS, the Parties jointly seek to establish and delineate a School Resource Officer Program (hereinafter, the “SRO Program”) in order to foster an efficient and cohesive program with the goals of (a) building positive relationships between the City’s police officers and youth in the community served by the Parties; (b) reducing crime committed by juveniles and young adults within the community served by the Parties; and (c) reducing juvenile and young adult violence and crime committed in and about the School District’s facilities (hereinafter, “SRO Program Goals”); and

WHEREAS, the Parties believe that, by assigning City-employed police officers to serve as school resource officers (hereinafter SROs) in and about School District facilities, the Parties can promote the SRO Program Goals by:

- a. creating and maintaining a safe, secure, and orderly learning environment for School District students, teachers, and staff;
- b. the SROs serving as positive role models to instill in students good moral standards, good judgment, respect for students and other persons, and an appreciation for their overall school community;
- c. promoting citizen awareness of the law to enable students to become better informed and more effective citizens while empowering students with knowledge of law enforcement efforts and obligations as well as the consequences for violating the law;

- d. providing a trusted and confidential source of communication and education between the SROs and students and parents concerning law-related problems and issues they are facing; and
- e. providing information to the School District, students, staff, and parents regarding resources available within the community that may be able to assist such individuals with addressing law-related problems that they may be experiencing; and
- f. providing security to the School District's schools from outside threats by maintaining a visible police presence on campus, assessing threats to school security, reducing and eliminating such threats, and swiftly responding to any immediate threats or breaches of security;

WHEREAS, the Parties agree that in compliance with law, the Parties shall administer the SRO program established under this Agreement without discrimination against any person on the basis of color, race, nationality, religion, sex, 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, and neither party shall engage in conduct in violation of state or federal anti-discrimination laws in their interactions with students.

NOW, therefore, good, valuable, and mutual consideration which each Party acknowledges as having in hand received and for the mutual exchange of terms, conditions, and covenants contained in this Agreement, the Parties agree as follows.

Section 1. SRO Program Organizational Structure.

A. Assignment of Police Officers to SRO Program. The City shall assign two (2) full-time individuals who are employed full-time by the City and who are certified police officers by the State of Illinois and who meet all applicable requirements set forth in the City's Police Department Rules and Regulations, including a successful background investigation (hereinafter, individual, an "SRO" and, collectively, "SROs").

B. Administrative Control.

1. SRO Reporting Status. Organizationally, the SROs will be assigned and report to the City's Police Department (hereinafter, "UPD"). The UPD will be responsible for the personal and professional conduct of the SROs. The School District shall designate a contact person who is employed by the School District to address and resolve School District issues in which SROs will be or may become involved.

2. Law Enforcement Status Of SROs. The Parties recognize and acknowledge that, first and foremost, SROs are law enforcement officers who are responsible for handling criminal matters. As such, SROs will not be responsible for enforcing

school regulations or serving as school disciplinarians. Likewise, SROs will not become involved in conflicts that are civil in nature unless and until such matters devolve into matters that are criminal in nature.

3. Building Administrators' Responsibilities. The presence of the SRO at School District schools is not intended to usurp the rights and responsibilities of the Building administrators or designees to enforce the rules of student conduct and to administer discipline in the schools, nor is the existence of School District policies and procedures intended to usurp the mandate and responsibilities of the SRO as directed by the Chief of Police.

4. SROs Are Not Counselors. SROs are not formally trained as counselors and do not possess clinical counseling training and certification. Therefore, they will not undertake formal counseling responsibilities or duties. However, SROs may be used as a law-related resource to assist students, faculty, staff, and other persons involved with the School District when the School District requests assistance from SROs. When called upon by the School District, SROs may provide instruction to School District students and staff on law enforcement topics and issues under the supervision of a certified teacher of the School District. However, SROs shall not provide legal advice to any School District student, staff member, or other person associated with the School District or SRO Program. SROs may use such instructional opportunities to build rapport between School District students and staff so long as such instruction is supervised by a certified teacher of the School District.

5. SRO Compliance With UPD Rules. Notwithstanding anything to the contrary, the conduct of SROs shall be undertaken in conformance with applicable UPD Rules, Regulations, Procedures, and Protocols.

Section 2. Relationship of the Parties.

A. City As Independent Contractor. At all times when this Agreement is in full force and effect, the City shall be deemed to be an independent contractor for purposes of this Agreement. The SROs shall remain, at all times relevant to this Agreement, employees of the City and shall remain subject to the City's overall control and supervision. SROs shall remain subject to the State of Illinois', City's and UPD's rules, regulations, procedures, and protocols, as may be amended from time to time, including, but not limited to attendance at all required and authorized training.

B. No Business Organization Relationship. This Agreement shall not be deemed or construed as creating any form of partnership, joint venture, or other business, organizational, or associational relationship between the Parties. The Parties' rights,

responsibilities, and obligations regarding the SRO Program shall be limited to those that are expressly set forth in this Agreement.

C. No Employment Relationship. Nothing in this Agreement shall be deemed or construed as creating any form of employment relationship between (i) the SROs and the School District; or (ii) the School District designated individual or individuals for the SRO Program and the City. The employees of each Party shall have no rights, title, or interest in any employment, compensation, benefits, or retirement benefits of the other Party.

D. The Parties' Respective Rules. The employees of each Party shall not be subject to the rules, regulations, procedures, or protocols of the other Party unless expressly provided by this Agreement.

Section 3. Selection and Supervision of SROs.

A. SRO Selection. The SROs are subject to appointment by and serve at the pleasure of the UPD. When an SRO position becomes available, the City, through the UPD, and the School District will collaborate on the selection of a new SRO. In the event that the City and the School District are unable to agree on a particular SRO candidate to fill a vacant SRO position, the UPD shall have the final decision on who is selected to fill such vacancy.

B. SRO Violation Of School Board Policy. In the event of an alleged substantial violation of Board Policy of the Board of Education by an assigned SRO, alleged misconduct by the assigned SRO, or other circumstances as determined by the Superintendent, the Superintendent shall have authority to remove the assigned SRO from School District property immediately. In the event the Superintendent removes the assigned SRO from School District premises, the Superintendent shall promptly provide written notice of the removal to the Board of Education and Chief of Police for the UPD. The Superintendent and Chief of Police shall thereafter meet and confer to discuss the basis for removal of the assigned SRO from School District premises.

Section 4. SRO Duties. The UPD responsibilities of the SROs will include but shall not be limited to the following:

A. Law Enforcement. SROs will enforce criminal laws and protect School District students, staff, administration, and the public at-large from and against criminal activity.

B. Information Sharing. SROs will provide information concerning questions about law enforcement topics to students and staff.

C. Communicating With Students. SROs will 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 of the School District.

D. Investigation Procedures Coordinated. UPD and the School District will coordinate investigative procedures.

E. Law Enforcement Related Education. SROs will provide law enforcement related education on a limited basis to students, staff, and faculty.

F. Initial Incident Reporting. SROs will handle initial police reports of crime committed on or in School District-owned property that includes educational facilities.

G. Criminal Incident Law Enforcement. SROs will take enforcement action on criminal matters when necessary and appropriate;

H. Uniforms. SROs will wear a UPD-approved police uniform at all times or other apparel approved by UPD when serving as an SRO; and

I. School Meetings. SROs will attend School District meetings and special events as needed.

J. Continued Duties As Law Enforcement Officers. Although SROs will be placed in a formal educational environment, they will not be relieved of their official duties as law enforcement officers. Decisions to intervene formally will be made by the respective SRO or SROs when such actions are necessary to prevent any criminal act. In the event of such criminal conduct, SROs shall have the authority to address, handle, and manage such conduct according to their education, training, and experience and consistent with the nature of criminal activity. Citations will be issued and arrests will be made when appropriate and in accordance with applicable UPD Rules, Regulations, Procedures, and Protocols.

Section 5. Equipment and Working Conditions.

A. City Responsibilities. The City shall provide two (2) police officers who have or will be given specialized training and who will qualify for the Basic School Resource Officer Training Certificate and the State of Illinois Juvenile Officer Certificate. Each SRO shall be a fully equipped non-probationary certified UPD police officer in good standing with the State of Illinois and the City. The SROs shall be deployed to one or more School District school campuses as the Parties shall agree.

B. School District Responsibilities. The School District shall provide the SRO at each campus to which the SRO is assigned the following:

1. **SRO Office Space.** SROs shall have access to an air-conditioned and properly lighted private office that will contain, at a minimum, a telephone that may be used for general business and police purposes.
2. **File Space.** SROs shall have a location for paper files and records that can be properly locked and secured.
3. **Office Furniture.** SROs shall have a desk with drawers, a chair, a worktable, and at least one filing cabinet.
4. **Classroom Presence.** SROs shall have access to and encouragement of classroom presence and classroom participation when students are present in such classroom or classrooms.
5. **Addressing Administrators And Staff.** SROs shall have opportunities to address School District teachers and administrators about the SRO Program and its goal and objectives.

Section 6. Reporting of Serious Crimes. If an investigation by a School District teacher and/or administrator uncovers evidence of the commission of a suspected or alleged serious crime, defined in state and county school system administrative regulations or the Criminal Code of 2012 (720 ILCS 5/1-1 *et seq.*), the School District teacher or administrator shall promptly notify the SRO, the student's parent/guardian, and such other appropriate school personnel as may be necessary. In the event that an incident or any other report of the suspected or alleged criminal activity is made and should that report need to be released, the SRO shall comply with the Illinois School Student Records Act (105 ILCS 10/1 *et seq.*) to the extent applicable in making the decision to release or when releasing such record or report, as the case may be. An appropriately signed records release shall be required as a condition of the release of any report or record of the alleged or suspected serious criminal activity and such release shall comply in all respects with the said Illinois School Student Records Act.

Section 7. Standing Operating Procedures.

A. Written Procedures. The City's Chief of Police and School District Superintendent or their respective designees shall develop standard operating procedures for the SRO Program that address the following subjects.

1. **Written Reports To School District.** For purposes of this Section, any requirement that the SRO provide a written report shall be satisfied by provision of a copy of the police report prepared.
2. **Open Lines Of Communication.** Lines of communication between the School District and the UPD regarding the SRO Program shall remain open.

3. **Open Lines Of Communication with SROs.** Lines of communication between the SROs and the School District's one or more designated representatives responsible for the SRO Program shall remain open.

4. **Interaction Between SROs And School District Administration.** SROs will be expected to interact with School District administration, students, faculty, and other persons as hereinafter provided. For purposes of this subsection, administration shall mean the Building Principal unless otherwise designated.

a. **Law Enforcement Actions And Safety Interventions.** The SRO may initiate appropriate law enforcement actions and safety interventions 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 School District and UPD policies.

b. **Use Of Force Policies.** Use of force may be implemented pursuant to UPD policies, procedures and protocol as well as applicable laws. The SRO shall provide School District Administration with a brief written summary anytime the SRO is involved in any physical altercation with a School District student or otherwise restrains a School District student.

c. **Additional Law Enforcement Assistance.** It is anticipated that any request for additional law enforcement assistance shall be made in collaboration with the Building Principal or his/her designee, and will be reported to the Superintendent of the School District by the Building Principal or his/her designee. However, as soon as practical after the SRO requests additional law enforcement assistance on School District property, the SRO shall advise administration. Requests for additional law enforcement assistance shall be made only when necessary to protect the safety or security of members of the school community.

d. **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.

e. Compliance With School District Policies. The SRO shall comply with School District's procedures, regarding law enforcement interviews as follows:

(1) The SRO shall promptly notify the Building Principal or designee whenever he/she seeks to question a student in an investigative manner or to take any direct law enforcement action against a student.

(2) If applicable, the Building Principal or designee will check search warrants or subpoenas to be served.

(3) Interviews of minor students without permission of the student's parent(s)/guardian(s) are not permitted unless a legal process is presented or in emergency situations (e.g., in situations involving allegations of parental or guardian abuse or neglect). The Building Principal shall attempt to contact the student's parent(s)/guardian(s), and inform them that the student is subject to an interview. In extreme situations the SRO may, in effecting temporary protective custody of the student, request that School District not notify parent(s)/guardian(s) until the student's safety is ensured. The Building Principal may ask that such a request be made in writing. If possible, parent(s)/guardian(s) will be given the opportunity to be present during any interview and, if they so choose, be represented by legal counsel at their own expense.

(4) Interviews will be conducted in a private setting. If the parent(s)/guardian(s) are absent, the Building Principal or designee selected by the Building Principal will be present during the interview.

(5) 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, arrest upon probable cause, or in cases of warrantless temporary protective custody. If requested by the Building Principal or his/her designee, the SRO shall provide School District Administration with a brief report anytime the SRO places a School District student under arrest or otherwise takes a student

into protective custody, thereby removing the student from school grounds.

f. School District Employees Not Agents Of SRO. At no time shall the SRO request that any School District employee act as an agent of the SRO or law enforcement in any interview.

g. Compliance With Laws Governing Searches. The SRO shall be aware of and comply with all laws, regulations and policies governing searches of persons and property while performing services pursuant to this Agreement. In particular, the SRO shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school officials in connection with student discipline. At no time shall the SRO request that any School District employee lead or conduct a search of a student for law enforcement purposes. The SRO shall provide School District Administration with a brief report anytime the SRO searches the person of a School District student or staff-member.

5. Untoward Incident Intervention. Means and methods for SRO intervention when untoward incidents arise in any School District facility or on School District property shall be developed.

6. Investigating Suspected Criminal Activity. Means and methods by which SROs will investigate suspected criminal activity shall be developed.

7. Arrests. Means and methods regarding when and how SROs make arrests of students alleged to have committed criminal acts shall be handled as follows.

a. School District Discipline. School District administration shall be exclusively responsible for implementing student discipline rules, policies and procedures. School District 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 involvement in routine disciplinary matters, and other minor infractions of school rules. School officials shall 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 School District administration (see Section E, Joint Law Enforcement and School Discipline Investigations, below).

b. Student 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 School District Board Policy 7:140, Search and Seizure, and related administrative procedures as follows:

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. 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 certificated employee or SRO of the same sex as the student.

c. 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.

d. Joint Law Enforcement And School Discipline Investigations. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g. when both the school authorities and the SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school authorities and the SRO to work in tandem. In such circumstances, the SRO shall be mindful of and clarify

his/her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing.

e. Communication Between SRO And Building Principals. The SRO is expected to meet with Building Principals or their designees on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.

f. Development Of School Safety Plans. The SRO shall make reasonable attempts to report any safety concerns to the Building Principal or designee and shall confer with the Building Principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The Building Principal will contact any other School District personnel who should be involved in these discussions.

g. Administrative Hearings. Contingent upon pre-approval, the SRO will attend suspension and/or expulsion hearings upon request of the Building Principal or Superintendent. The SRO will be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO.

8. Incident Reports. Procedures for reporting and handling those reports involving incidents that threaten, may have threatened, or could threaten human life, health and safety, or property;

9. Record Maintenance. Procedures for making reports and maintaining records, if any, regarding SRO and SRO Program activities generally;

10. Handling Incident Reports. Procedures for handling reports and records that pertain to students;

a. Confidentiality; Access To Student Records. The SRO shall comply with all applicable laws, regulations and School District 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 School District Board Policy 7:340, Student Records.

b. SRO Access To Student Records. The SRO may have access to confidential student records or to any personally identifiable information of any School District student to the extent allowed under FERPA, ISSRA, and applicable School 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 where said student activity is not connected to the school. School officials may, however, share relevant student records and personally identifiable information in those records with the SRO under any of the following circumstances:

(1) The SRO is acting as a “school official” as it relates to accessing student records as defined in 34 C.F.R. §99.31 because he/she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed.

(2) The SRO has written consent from a parent/guardian or eligible student to review the records or information in question.

(3) The Building Principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person’s health or safety.

(4) The disclosure is made pursuant to a valid court order, provided that advanced notice of compliance is provided to the parent/guardian or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or contents of the court order or the information furnished in response to not be disclosed.

(5) The information disclosed is “directory information” as defined by School District Board Policy 7:340, Student Records, and the parent/guardian or eligible student has not opted out of the disclosure of directory information.

(6) The disclosure is otherwise authorized under FERPA, ISSRA and applicable School District policies and procedures.

11. SRO Presence At Special Events. When SROs will be present at special events that occur outside normal School District student attendance hours.

12. Assignment Of Overtime. The School District Superintendent and City's Chief of Police shall consult prior to the SRO being assigned overtime hours. The City's Chief of Police shall have final discretion in determining whether overtime shall be assigned. The parties agree that, in the event of an emergency involving a threat to the safety of School District students, staff, or community members, that this provision will be waived.

13. Other Matters. Such other matters as the City's Chief of Police and the School District's Superintendent deem necessary and appropriate to assure the success of the SRO Program.

14. Operating Procedures Reduced To Writing. All standard operating procedures and any amendments to or modifications thereof shall be reduced to writing and signed by the City's Chief of Police and the School District's Superintendent only.

B. Time and Place of SRO Performance.

1. SRO Work Schedule. The School District's Superintendent, with the concurrence of the City's Chief of Police or their respective designees, shall develop a schedule that specifies the dates, times, and schools at which each SRO will be present in each school calendar year.

2. Availability Of SROs. The City will endeavor to have the SROs available for duty at their particular assigned dates, times, and school based on the schedule provided in Subsection 7.B.1. of this Agreement. For purposes of this Agreement, the workday of the SRO will be commensurate with the school day of the school to which the SRO is assigned except for holidays, school breaks, and other days when the School District's schools will be closed as provided on the School District's annual school/academic calendar. The City shall undertake reasonable efforts to schedule SRO vacation benefit leave at times other than on days when School District schools are in session. Notwithstanding the immediate foregoing, the Parties recognize that there may be times when an SRO must take vacation benefit time on a specific date or dates, in which case the City shall have no obligation to furnish a substitute police officer or SRO to take on the vacationing SRO's duties. The Parties further recognize that SROs may need to be present in court in connection with arrests they have made, whether as part of the SRO or UPD police activities. The City shall have no obligation to furnish a substitute police officer or SRO to undertake the SRO's duties when he or she is present in court. Notwithstanding the provision of this subsection, the School District Superintendent and City Chief of Police will consult and make arrangements for reduced services or substitute service where School District needs require SRO

coverage, during time periods of greater need (e.g. the ends of each semester), and upon request of the District Superintendent.

3. Unavailability Of An SRO. In the event that an SRO is unable to serve as an SRO due to illness, injury or authorized leave for UPD training requirements on a particular date or time(s) or at a particular school, the City shall not be required to furnish a substitute police officer for that particular date or time or at the particular school. If an extended absence (greater than one month) is encountered due to a reason beyond the control of the City and School District (e.g. injury or illness), the City and School District will explore options to provide service at a reduced level.

4. Reassignment Of UPD Officers. The City's Police Chief shall at all times maintain and retain the authority to reassign a UPD police officer to duties other than serving as an SRO, whether on a temporary or permanent basis.

Section 8. SRO Program and SRO Review.

A. SRO Performance Evaluation. The Superintendent or designee shall collect feedback from Building Principals regarding the SROs' individual performance and will provide such feedback to the UPD, via the Chief or designee on an annual basis or when requested.

B. Formal Program Evaluation. Two (2) years after the effective date of this Agreement and every year thereafter that this Agreement remains in force and effect the School District shall conduct an evaluation of the SRO Program. Various facets of the SRO Program shall be reviewed including: costs, pre-program and post-program data, standard operating procedures, and input and feedback from School District administrators, teachers, students, parents/guardians, SROs, and community members. Focus groups and surveys may be used in obtaining additional feedback about the SRO Program. While disaggregated and redacted information may be provided in furtherance of this provision, under no circumstance shall the School District provide information in violation of Illinois School Student Records Act, Federal Educational Rights and Privacy Act, Illinois Personnel Records Review Act, or information which, in the School District's sole discretion, would constitute an unwarranted invasion of personal privacy where such personal privacy outweighs the public interest in the information. The parties acknowledge and agree that, as a school district, the Board and its employees and agents are privy to information which may not be disclosed under state and/or federal law. The final formal program evaluation report shall be provided to the Board of Education, the City, the Urbana City Council, and made available to the general public within 60 days of its completion. Said report shall not be confidential or contain confidential information.

Section 9. Fee for Services.

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A. Fee for Services. The intent of the Parties is that the School District shall pay the City for the recurring costs of the two (2) SROs, while the City absorbs one-time costs related to initial implementation of this Agreement. For the remainder of fiscal year 2019-20, the School District will pay the City the recurring costs of one (1) SRO for three (3) fiscal quarters, and for the second SRO for two (2) fiscal quarters, based on the implementation schedule of this Agreement. For purposes of this Agreement, “fiscal quarters” refer to quarters in the City’s fiscal year (i.e., July 1 through June 30). Costs for FY2019-20 are detailed in Exhibit A attached hereto and made a part hereof. All overtime costs related to performance of SRO duties shall be paid by the City. In the event that this agreement is terminated by either party, the City shall have no obligation to refund any sums that the School District paid to the City.

B. Billing for Year One of Agreement. The City shall bill the School District at the beginning of each fiscal quarter, and the School District will make payments to the order of the “City of Urbana” and the same shall be directed to the City’s Finance Department. The School District shall make each such payment within thirty (30) days of receipt of an invoice. The School District will be billed for the second quarter of FY2019/20 upon full execution of this Agreement.

C. Billing for Subsequent Years of Agreement. In years two and three, the School District will pay for the City’s full cost of allocating two (2) SROs to School District facilities.³⁾ Costs will be calculated on the same basis as for year one, increasing consistent with the City’s cost increases for wages, insurance, pensions, and other components of the total cost, as detailed on Exhibit A. Overtime costs shall be paid by the City.

D. Inability to Ascertain Reimbursable Costs. In the event any costs cannot be determined due to lack of an approved labor agreement, the School District will be billed at the most recent amounts available. However, cost increases will be billed retroactively once a labor agreement is approved.

E. Estimated Costs. Each year in June, City Finance staff will provide estimated costs for the upcoming fiscal year to the School District’s Chief Financial Officer.

Section 10. Term of Agreement.

A. Initial Term of Agreement. This Agreement shall be for a term of two and one half (2 ½) years which shall commence on January 1, 2020, and expire on June 30, 2022, unless otherwise renewed as provided in Subsection 10.B. of this Agreement.

B. Adjustment of Reimbursement Amount. In the event that this Agreement is renewed, the City’s Chief of Police shall provide written notice to the School District’s Superintendent of any reimbursement adjustment and such notice of reimbursement adjustment shall be provided to the School District’s Superintendent prior to March 15 of

the then current term, whether it be the initial term or any successive term. In the event that the School District fails or refuses to agree to the City's reimbursement adjustment prior to April 15 of the then current term, this Agreement shall be deemed to expire at the end of the then current term, whether it be the initial term or any successive term.

Section 11. Insurance.

A. SROs Performance Of Police Functions. The Parties agree that the SROs, when performing their respective SRO duties are performing a police function that has been directed by the City and that their performance of SRO duties shall in no way be deemed, construed, or interpreted as performing police duties for the School District itself.

B. Parties' Minimum Insurance Coverage. Each party shall maintain general liability insurance. Limits shall be a minimum of (i) \$1,000,000 per occurrence for bodily injury or property damage. Coverage shall include those perils generally associated with a general liability policy. Coverage shall contain no exclusions for cross liability between insureds.

C. Certificates Of Insurance. The City shall provide the School District with a certificate of insurance evidencing that the City has insurance coverage at the coverage limits stated in the certificate of insurance. The City agrees that the levels of insurance coverage stated in the certificate of insurance shall remain at least at those stated in the certificate of insurance during the term of this Agreement and any extension thereof.

Section 12. Indemnification. It is understood and agreed that neither party to this Agreement 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 Agreement 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. Nothing in this Section shall be deemed, construed or interpreted as a waiver or release by either Party of such rights as it may have pursuant to the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et seq.). This Section, in its entirety, shall survive the expiration of termination of this Agreement.

Section 13. Assignment. Neither Party shall have the right to assign or otherwise transfer its rights, obligations or responsibilities under this Agreement to any other person without the written consent of the other Party, which consent may be withheld for any reason whatsoever.

Section 14. Dispute Resolution.

A. Default and Cure. In the event a Party (hereinafter, the “Non-Defaulting Party”) believes the other Party (the “Defaulting Party”) has defaulted on any obligation provided for in this Agreement, the Non-Defaulting Party shall have the right to send the Defaulting Party a written Notice of Default. The Notice of Default shall, at a minimum, (a) state the nature of the default; (b) identify the section of this Agreement believed to be in default; and (c) state the date by which the default must be cured. Within five (5) business days of receipt of the Notice of Default, the Defaulting Party shall respond to the said Notice of Default by (a) stating that the default has been cured; (b) stating that the default cannot be cured by the date provided in the Notice of Default but that it can be cured at a specifically stated later date; or (c) providing clear evidence that no default occurred. If the Defaulting Party fails to cure the default within the time provided in the Notice of Default or such other time as the Parties agree or if the Non-Defaulting Party does not accept the Defaulting Party’s evidence that no default occurred, the Parties shall confer in person in an effort to resolve their dispute. If the Parties are unable to resolve their dispute, the Non-Defaulting Party shall have the right to declare this Agreement terminated.

B. Failure to Resolve Dispute. Either Party shall have the right to seek to enforce this Agreement by initiating and maintaining a claim or action in the Circuit Court of the Sixth Judicial Circuit, Champaign County, Illinois. The laws of the State of Illinois shall govern any interpretation, enforcement, and action for breach of any Section of this Agreement.

Section 15. Notices. Any written notice required to be given by this Agreement shall be in writing and deemed effective as hereinafter stated:

If by U.S. First Class Mail: If notice is given by U.S. First Class Mail, the same shall be deemed effective four (4) business days after placement with the United States Postal Service if such notice is placed in a properly stamped envelope bearing the proper address of the intended recipient of such notice.

If by Facsimile: If notice is given by facsimile, the same shall be deemed effective the next business day if transmitted by 4:00 p.m. Central Time and if the sender’s facsimile machine prints out a receipt that such facsimile was received by the intended recipient’s facsimile machine. If the transmission was successful but no such receipt is printed, then the notice shall be deemed effective as if given by U.S. First Class Mail.

If by Electronic Mail (e-mail): If notice is successfully given by electronic mail, the same shall be deemed effective the next business day if transmitted by 4:00 p.m. Central Time.

If by Personal/Courier Delivery: If notice is given by personal or courier service delivery, the same shall be deemed effective the next business day following delivery.

No other form or manner of notice, including by e-mail, shall be deemed effective unless the recipient acknowledges receipt of such notice and, in such case, the notice will be deemed effective as of the next business day.

Notices shall be given as follows:

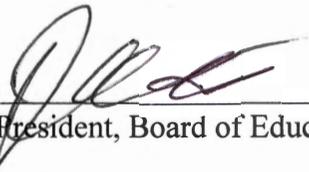
Notice to City:
City of Urbana
Attn: Chief of Police
Urbana Police Department
400 S. Vine Street
Urbana, IL 61801
Fax: 217-384-2363
E-mail: seraphbd@urbanaininois.us

Notice to School District:
Urbana School District No. 116
Attn: Superintendent
205 N. Race Street
Urbana, IL 61801
Fax: 217-337-4973
E-mail: jivory-tatum@usd116.org

Section 16. Representation and Warranty. Each Party represents and warrants that the person who executed this Agreement on behalf of the respective Party had the authority to do so.

[END OF AGREEMENT. SIGNATURES FOLLOW.]

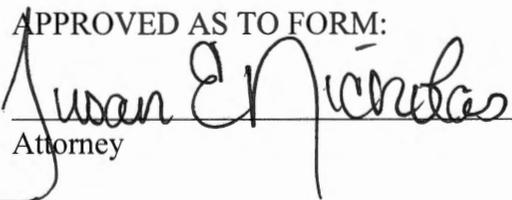
For the School District:

By: 

President, Board of Education

ATTEST:


Clerk, Board of Education

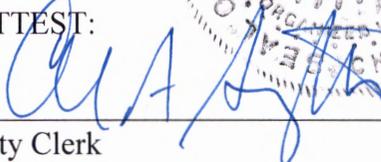
APPROVED AS TO FORM:


Attorney

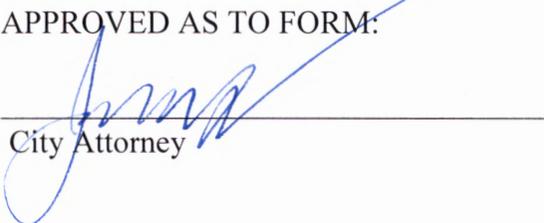
For the City:

By: 

Mayor

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney





FILED
JAN 07 2020
Charles A. Smyth
City Clerk