

**AGREEMENT
CONCERNING POLICE SCHOOL RESOURCE OFFICER PROGRAM AND
CROSSING GUARD PROGRAM AT DISTRICT 131**

THIS AGREEMENT, by and between the City of Aurora (“the City”) and East Aurora School District No. 131 (“District 131”) is entered into for the purpose of providing for a School Resource Officer Program (“the Program”) as follows:

WHEREAS, the City has since the year 1975 assigned trained police officers to duty at public high schools and public middle schools under the Program; and

WHEREAS, the Program has provided enhanced communication between schools and the Police Department, and has assisted in the development of respect and trust for law and responsibility among the youth of the City of Aurora; and

WHEREAS, East Aurora High School as well as Cowherd, Simmons and Waldo Middle Schools will participate in the Program as provided herein; and

WHEREAS, traditionally the City, through the Aurora Police Department, employed, trained, and provided shelters and equipment for school crossing guards, and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes intergovernmental cooperation such as is contemplated by the Agreement, and Illinois statutes provide that public agencies may share powers through intergovernmental agreements (5 ILCS 220/1 et. seq.); the City is a unit of local government (Ill. Const Art. VII, Sec. 1) and a public agency (5 ILCS 220/1).

THE PARTIES HAVE THEREFORE AGREED AS FOLLOWS:

1. This Agreement is effective from July 1, 2019 to June 30, 2020 unless terminated as permitted herein. This Agreement may be terminated by mutual agreement of the parties, or by written notice given by one party to the other party at least sixty (60) days in advance of the date of termination. Any advance payment shall be refunded on a pro-rated basis if termination occurs during the school year. Unless this Agreement is terminated as provided, this Agreement will automatically renew each year for a term from July 1 to June 30.
2. (A)(i) The City will authorize and direct, through the Chief of Police, the assignment of two full-time police officers as School Resource Officers (“SRO”) to Cowherd, Simmons and Waldo Middle Schools, and two full-time police officers as SRO’s at East Aurora High School.

(A)(ii) The SRO’s assigned to the three middle schools will divide their time between the middle schools based on each school’s needs at any given time as the primary determining factor.

(B) Selection of the assigned Officers will be made by the City, in consultation with the School District. When feasible, the City will permit a School District Administrator to

participate in any interviews of candidates for the positions/assignments. The final decision to select a SRO, however, rests with the Chief of Police.

(C) Each School Resource Officer shall be a person who has received specialized training to work with youth at a school site. While it is contemplated that each School Resource Officer shall consult and coordinate with the school administration, they function as police officers responsible for carrying out their duties and responsibilities as such, and shall not act as school disciplinarians, the latter being the responsibility of the school administration. The school resource officer should remain on school grounds during normal school hours except when necessary to attend to a law enforcement emergency, or on limited occasions to attend to official law enforcement business off campus. The school resource officer shall wear the official law enforcement uniform or other apparel issued by the City at all times while serving on District property. For purposes of consistency the designated officer shall remain in that position for the duration of the school year unless he or she leaves the employment of the City or his or her removal is agreed to by the parties, in which event the replacement officer shall be agreed upon by the parties.

(D) Each School Resource Officer will assist other school officials in their efforts to maintain an appropriate educational environment for students, but in doing so shall not enforce or assume authority in matters involving school rules and regulations. The SRO will perform the duties identified in the job description developed by the Aurora Police Department. A copy of the current job description is attached hereto as Exhibit A. The parties understand and agree that the job description may be revised at any time, as determined by the Department in its sole discretion. In that event, the Department will provide a copy of the revised job description to the School District.

(E) The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District 131 employees or students shall be the property of the District. The Parties agree to comply with all state and federal laws, including, but not limited to, the Illinois Student Records Act, the Illinois Mental Health Act, the federal Family Educational Rights and Privacy Act, HIPPA, the Illinois Personnel Records Review Act, and all rules and regulations governing the release of student, personnel, and medical records. To the extent the SRO has access to student records to perform his/her duties, he/she shall not divulge such records to any person or entity who is not a party to this Agreement without District 131's consent or as permitted or required by law. The Parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement shall be the property of the Aurora Police Department and shall not be student records. Notwithstanding the foregoing, the Parties shall comply with the Reciprocal Reporting Agreement entered into by District 131, as may be amended by the Parties from time to time. Moreover, notwithstanding the termination of this Agreement for any reason, the confidentiality provisions of this paragraph will continue in full force and effect following such termination. The parties agree that if the City uses Body Worn Cameras ("BWC's") they will notify District 131 prior to use and will reach an agreement to the terms of the use of BWC's.

(F) Each School Resource Officer shall remain an employee of the City, and in relation to District 131, is an independent contractor. The City agrees to provide and pay each SRO the salary and employment benefits required in accordance with any applicable employment agreement and practices of the City. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline each SRO and the City shall hold District 131 free, harmless, and indemnified from and against any and all claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practices brought by such officers, unless such allegations arise out of the willful or negligent actions of District 131 and/or its officers and employees.

3. District 131 will pay to the City of Aurora the following based on the applicable salary schedules as of the date of the Agreement:

- a. One half of nine months' base annual salary of a Tier 1 Patrolman with over ten years of service for three officers.
- b. One half of nine months' cost of a Patrolman's annual clothing allowance for three officers; and
- c. One half of nine months' cost of a Patrolman's medical-hospital plan coverage for three officers.
- d. Full salary of 9 months' base annual salary of a Tier 1 Patrolman with over ten years of service for one (1) officer located at the high school.

Half of the School's portion shall be billed and paid by the School in September and half in January of the school year.

4. The City of Aurora will pay 50% and School District 131 will pay 50% of the total cost of the School Resource Officer for the following extracurricular events:

- a. Home football games
- b. Home basketball games
- c. Graduation ceremonies

All other Special Events overtime will be paid by School District 131.

The Parties agree that the services provided pursuant to this Agreement are in addition to general police services provided by the City in the regular course of operating its Police Department.

5. Starting in August of 2018, District 131 is responsible for 25% of the cost of employing crossing guards and equipment used. For the school year starting August 2019, District 131 will be responsible for 50% of the cost of employing crossing guards and equipment used. For the school year starting August 2020, District 131 will be responsible for 75% of the cost of employing crossing guards and equipment used. The City will bill District 131 once a year for the cost of crossing guards as determined in Exhibit B. By August 2021, District 131 will be responsible for 100% of employing crossing guards, including equipment costs and maintenance of any shacks located in the district. The crossing guards will no longer be employees of the City of Aurora by August 2021. The City of Aurora will maintain the crossing guard shacks until

August 2021, at which time the shacks shall become the responsibility and property of District 131. The City agrees to train school crossing guards on behalf of District 131 through the police department. See Exhibit B.

6. The City agrees to hold District 131, its Board of Education, Board members, agents and employees, free, harmless and indemnified from and against any and all claims, suits or causes of action arising from or in any way out of the performance of the duties of the police officers serving as School Resource Officers, except as outlined in section 7. District 131 agrees to hold the City, its agents and employees, free, harmless and indemnified from and against any and all claims, suits, or causes of action arising from or in any way out of performance of duties by District 131 employees.

7. District 131 shall defend, indemnify and hold the City, its agents and employees, harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, and costs of suit or defense, arising out of, resulting from or alleged to arise out of or resulting from acts that District 131 staff or administration requests of the School Resource Officer outside the scope of their job description as described in the "Aurora Police Department School Resource Officer (SRO) Job Description" attached hereto.

8. Either the Chief of Police or the Principal of the school(s) may at any time direct that the assigned officer shall be withdrawn and a substitute furnished.

9. This Agreement is entered into solely for the benefit of the contracting parties. Nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge or establish any legal duty to any third party. No third party may rely on the terms and conditions of this Agreement.

10. Any notice or demand required under this Agreement must be in writing, personally served or sent via certified mail with return receipt requested and postage prepaid, directed to the appropriate address listed below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party as provided in this paragraph:

If to the School District:
East Aurora School District No. 131
McKnight School Service Center
417 Fifth Street
Aurora, IL 60505
Attention: Superintendent of Schools

If to the City:
City of Aurora
44 E. Downer
Aurora, IL 60507
Attention: Legal Dept.

Aurora Police Department
1200 E. Indian Trail
Aurora, IL 60504
Attn: Chief of Police

11. This Agreement may be executed in one or more counterparts, and transmitted via facsimile or electronic means, each of which so executed will be deemed an original, and all of which taken together will constitute but one and the same instrument, binding on all parties.

12. All questions of interpretation, construction, enforcement and all controversies with respect to this Agreement shall be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Court of the Sixteenth Judicial Circuit, Kane County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such proceeding, unless otherwise prescribed in the agreement.

[Signature page follows.]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers on the dates indicated.

THE CITY OF AURORA


BY: _____
Mayor

Date: _____

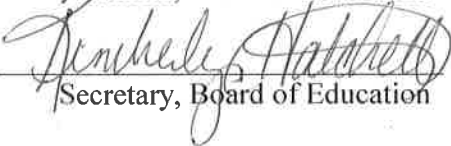
ATTEST: _____
City Clerk

Date: _____

EAST AURORA SCHOOL DISTRICT NO. 131

BY:  _____
President, Board of Education

Date: 8-19-19

ATTEST:  _____
Secretary, Board of Education

Date: 8-19-19

RESOLUTION NO. _____

WHEREAS, the City of Aurora has since the year 1975 assigned trained police officers to duty at public schools under the Police School Resource Program; and

WHEREAS, the Program has provided improved communication between schools and the police department, and has developed respect and trust for the law and responsibility among the youth of the City; and

WHEREAS, the East Aurora School District has requested that it be permitted to participate in the program and is willing to assume and share the costs and expense of the personnel involved; and

WHEREAS, it is in the best interest of the City of Aurora to make the program available to all high school districts of appropriate size and on a non-discriminatory basis; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 authorizes the City of Aurora to contract with individuals, associations, and corporations in any manner.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Aurora, as follows:

1. That the Mayor is authorized and directed to execute an Agreement concerning the Police School Resource Officer Program and Crossing Guard Program, a copy of which is attached hereto and made part hereof.
2. That upon the execution of this Agreement by all parties the City Clerk shall furnish a certified copy thereof to the Chief of Police.

PRESENTED THIS 18 DAY OF August, 2019.

PASSED AND APPROVED THIS 18 DAY OF August, 2019.

AYES 6

NAYS 0 Abstained 1

A. Johnson

J. Sifuentes _____

K. Hatchett

A. Miller _____

A. Arroyo

B. Schubert

AURORA POLICE DEPARTMENT

SCHOOL RESOURCE OFFICER (SRO) JOB DESCRIPTION

The Aurora Police Department established the School Resource Officer (SRO) position to help build a partnership between the department and the various school districts within the City of Aurora. SROs shall be assigned to the various middle schools and high schools.

One of the core principles of the SRO Program is to establish positive working relationships between the police department, school faculty, student body as well as the parents of the students.

The school setting provides an ideal educational environment to help deter youth from becoming involved in drug and alcohol use/abuse, gangs, violent crimes, and other criminal activity. SROs shall serve as role models and mentors for youth as well as a resource to parents; offering referrals to social service agencies for troubled youth.

The School Resource Program Basic Objectives:

1. Establish effective and timely communication between the schools and police department and to provide the necessary leadership in an effort to reduce juvenile delinquency and anti-social behavior among youth.
2. To create a healthy attitude of students towards law enforcement officers by creating close, personal relationships between SROs, students, and their parents.
3. Attempt to prevent juvenile delinquency and reduce anti-social behavior by early detection, intervention, consultation, and taking corrective action before the child becomes incorrigible.
4. To establish and provide excellent community relations through inter-agency cooperation and parental contacts by projecting the role of the police as serving the community and do not necessarily function to oppress individuals.
5. To assist in the preparation of educational programs concerning social problems involving law violations.
6. To assist in protecting the school community from violations of the law to include, but not limited to; theft, vandalism, trespassing, assault, battery, drug and alcohol possession/use, and gang activity.

Duties and Responsibilities:

1. The SRO's duties and responsibilities may not be compromised by other authorities except by specific order of the Office of the Chief of Police.

2. The SRO may be assigned other duties and attend extracurricular school activities necessary to fulfill his or her function as an SRO. This will include, but not limited to, events such as PTA meetings, sporting events, dances, parent nights, etc.
3. The SRO shall:
 - a. Establish a close working relationship with school officials, teachers, parents, and students in the school to which he or she is assigned.
 - b. Take appropriate action on violations of the law that occur within his or her assigned area involving students.
 - c. Initiate criminal investigations as deemed necessary by school officials and/or by authority of the police department.
 - d. Work with school administration, schools officials and teaching staff concerned with conduct, counseling, and discipline.
 - e. At the close of school each day, observe conduct of the students and nonstudents in the immediate neighborhood surrounding the school taking the necessary action to prevent anti-social behavior.
 - f. Establish an open door policy to all students who wish to consult him or her on matters of law enforcement, juvenile related issues, or other topics the student deems important.
 - g. Serve as an instructor where his or her expertise is needed and appropriate.
 - h. Maintain communication with parents and/or students in need of guidance and consultation thereby establishing a genuine interest in the welfare of the student.
 - i. Investigate complaints involving school youth and make recommendations for remediation and/or correction.
 - j. Work closely with other agencies in a position to assist the student and/or their parents in taking corrective action of anti-social behavior. Also taking into consideration, the courts, social agencies, church, mental health organizations, or any other organizations.
 - k. Develop mutual respect and understanding between the students and the police.
 - l. Maintain a proactive approach in recruiting quality candidates for the Department's Cadet Program.
 - m. Perform other related duties as assigned or as appropriate.
 - n. Interviews and Interrogations:
 - a. The police/school resource officer should ensure that any interviewing is done in a situation that insures privacy
 - b. Police/school resource officer contact information should be confidential and shared with appropriate school officials in accordance with the guidelines for reciprocal reporting of criminal offenses committed by a student.
 - c. Any contact with juveniles, other than routine, should be reported to the parent as soon as possible. Personal contact should follow soon after any serious incident.
 - d. When conducting interviews with school employees, the police/school resource officer should explain the reason for the interview, and the

student/teacher trust should not be violated. Staff members have the right to refuse to answer questions that they feel may harm that relationship.

4. The SRO may not:
 - a. Enforce or assume authority in matters involving school rules and regulations.
 - b. Remove a student from the premises for alleged criminal activity without knowledge of the school authorities unless the urgency of the situation so dictates.

Job Functions:

1. The School Resource Officer (SRO) is an employee of the City of Aurora Police Department on assignment to one of three school districts (East Aurora District 131, West Aurora 129, Indian Plains 204 or Aurora Central Catholic) for the school year. He or she will maintain all benefits salary schedules associated with his or her employment with the city.
2. The selection of the SRO will be made from a pool of candidates on a volunteer basis by a selection committee to include representatives from the school and/or school district. The school representatives may make recommendations on who is selected to fill the position. Police Department officials on the selection committee shall consider recommendations given by the school representatives. The final decision to select an SRO, however, rests with the Chief of Police.
3. Work hours are 0800 to 1600 hours, Monday through Friday. The SRO will also be responsible to present for all school-sanctioned (dances, rallies, sporting events, etc.) at the school the SRO is assigned. SROs assigned to the high schools may flex their work hours to be present for both the arrival and dismissal of students.
4. The SRO will have an office within his or her assigned school(s), designated by the school staff.
5. The SRO's daily uniform will typically be plain clothes with his or her weapon concealed in a department approved holster. SROs may also be required to wear a duty uniform while attending after-school events, meetings, or whenever it's deemed necessary or appropriate.
6. The SRO will be provided a vehicle by the police department based upon availability and/or need.
7. The School Resource Officer position is not a permanent position. The position is rotational and typically no longer than a period of five (5) years. However, the SRO's performance will be reviewed annually by both the Police Department and School District. Unsatisfactory performance may result in the SRO being removed from the position, regardless the amount of time he or she has been assigned to that school.
8. Annual evaluation input provided by school should include the following criteria:
 - a. Acceptance by the school staff.
 - b. Acceptance by the student body and parents.
 - c. Effectiveness to the school.
 - d. Police Department performance.

- e. Police supervisory input.
 - f. Community support.
9. The SRO will work in cooperation with the school principals, deans, counselors, and teaching staff. The SRO will take direction from the school principal or his/her designee. Any conflicts in direction will be resolved between the SRO's supervisor and principal.
 10. The SRO must adhere to the Police Department's Policy Manual.
 11. Access to student records by the SRO must be approved by the principal or designee.
 12. The School Resource Officer should also:
 - a. Investigate, document, and take the appropriate action regarding violations of the law which occur on school grounds or in nearby neighborhoods when the incident involves students from the school.
 - b. Work closely with school staff to assist in matters concerning conduct, discipline, criminal, and anti-social behavior as it relates to appropriate law enforcement responsibilities.
 - c. Observe students' conduct and behavior while on school property, and when practical, in the surrounding neighborhoods taking appropriate action to prevent misconduct and criminal behavior.
 - d. Provide security for the school by monitoring school grounds for trespassers, suspicious persons, and/or vehicles and parking violations, taking the appropriate action in each instance.

Resource Function:

The School Resource Officer's role within the school encompasses more than the normal law enforcement functions. The SRO should be prepared to provide input into course content as requested by the faculty. In addition, SROs may be asked to take the role of an instructor, addressing a class, or auditorium of students. SROs should have access to materials that would allow him or her to serve as a resource to both faculty and students alike to include but not limited to the following:

1. Drug and alcohol abuse.
2. Juvenile court system.
3. Juvenile laws.
4. Traffic offenses.
5. Criminal laws.
6. Consequences of felony convictions.
7. Constitutional rights as it relates to police/public contacts.
8. Role of police in society.

Knowledge, Ability, and Skills:

SROs should possess the following skills and abilities:

1. Effective oral and written communication skills.
2. Ability to interact with school administration, parents, and students.

3. A calm and professional demeanor.
4. Superior judgment and decision-making abilities.
5. Excellent problem solving capabilities.
6. An above-average knowledge of juvenile law and the juvenile court resolution process.
7. Self-reliant and the ability to work with minimal supervision.
8. Self-motivated and possessing the above-average conceptual and analytical skills.