

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF OAK PARK AND  
OAK PARK DISTRICT NO. 97  
PROVIDING FOR A SCHOOL RESOURCE OFFICER AND THE  
DEVELOPMENT OF GUIDELINES FOR RECIPROCAL REPORTING  
BETWEEN OAK PARK SCHOOL DISTRICT 97 AND  
THE OAK PARK POLICE DEPARTMENT

This Agreement, entered into this 18th day of October 1999, by and between the Village of Oak Park, a home rule municipality in Cook County, Illinois, and Oak Park School District No. 97.

WHEREAS, Oak Park School District 97 desires to have School Resource Officer detailed to it on a contractual basis; and

WHEREAS, the Village of Oak Park is willing to provide such officer under the terms specified in this Agreement; and

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

WHEREAS, both the Village of Oak Park and Oak Park School District 97 are interested in fostering positive relationships with students, parents, and staff in an effort to promote a greater respect for law enforcement; and

WHEREAS, School Resource officers assist School Districts in the preparation of educational and preventive programs related to community programs; and

WHEREAS, School Resource Officers serve as a law enforcement related resource;

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

SECTION 1: INCORPORATION OF RECITALS

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

## SECTION 2: DESCRIPTION OF SCHOOL RESOURCE OFFICER PROGRAM

The description of the School Resource Officer Program is set forth in Appendix A attached hereto and may be modified from time to time as agreed to by the Chief of Police and School Superintendent. In carrying out the duties and responsibilities of School Resource Officer, the Officer chosen shall function with those powers assignable to School District personnel in dealing with matters which do not relate to a violation of criminal law and those powers of a sworn municipal Police Officer when the Officer believes that the actions of students or other persons constitute a violation of laws or ordinances. Through this Intergovernmental Agreement, the School Resource Officer shall be granted all of the powers possessed by any body with regard to the duties herein required to be performed. When enforcing rules and regulations of the School District, the School Resource Officer shall engage in such standard of conduct as shall be permitted to an individual enforcing such rules. When enforcing criminal law or ordinance violations, the School Resource Officer shall engage in such standard of conduct as shall be permitted to an individual enforcing such criminal or quasi criminal enactments. The School Resource Officer shall possess the in loco parentis powers granted by State law to School District personnel.

## SECTION 3: OBLIGATIONS AND RESPONSIBILITIES OF THE VILLAGE OF OAK PARK THROUGH ITS POLICE DEPARTMENT

The Village, through the Police Department, shall provide a Police Officer to serve as a School Resource Officer as described in Appendix A attached hereto.

## SECTION 4: OBLIGATIONS AND RESPONSIBILITIES OF OAK PARK SCHOOL DISTRICT 97

Funding for the School Resource Officer position shall be as set forth in Appendix B to this Agreement.

## SECTION 5: GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN THE SCHOOLS AND THE POLICE DEPARTMENT OF OAK PARK

The School District Superintendent and the Chiefs of Police are hereby authorized and directed to prepare and implement guidelines pertinent to Section 10-20.14 of the Illinois School Code and otherwise as appropriate for the benefit and safety of the Schools and the Village of Oak Park.

#### SECTION 6: TERM

The services under this Agreement shall commence on \_\_\_\_\_ 1999, and continue in full force and effect until this Agreement is terminated as provided below.

Any party may terminate this Agreement at any time by providing the other parties with at least thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by mutual consent and agreement.

#### SECTION 7: LIABILITY, RESPONSIBILITY, AND AUTHORITY

- A. It is the intent of the parties that potential liability for a claim, demand, or suit, including the cost of defense thereof, shall be borne by the parties based upon the nature of the claim, demand, or suit. If the claim, demand, or suit arises out of an action of the School Resource Officer in seeking to make or making an arrest under a Village ordinance or State law, the Village of Oak Park shall hold Oak Park School District 97 and its officers and employees harmless and shall provide them with a defense against such claim, demand, or suit. If the claim, demand, or suit arises out of any other action of the School Resource Officer carried out under the scope of duties specified or inherent under this Agreement, then Oak Park School District 97 shall hold harmless and defend the School Resource Officer and the Village of Oak Park and its officers and employees. It is intended by the parties herein that the obligations to hold harmless, to defend, and to indemnify in the event that cost, expenses, or judgments are paid shall be a contractual obligation which will be covered by any insurance or governmental self-insurance which the respective governments may procure and, in addition, shall remain the responsibility of governmental bodies in the absence of such coverage. In the event that any governmental body is a member of a self-insurance pool which requires the individual approval of contracts in order to

trigger the contractual indemnity provision offered by the pools, this document should be submitted for approval by that body. A report will be made to the other party if the contractual indemnity request is refused.

- B. Workers compensation payments. For the purposes of this Agreement, any injury incurred by the School Resource Officer for which that Officer would be entitled to benefits under the worker's compensation statutes of this State shall be the obligation of the Village of Oak Park and the School Resource Officer shall, at all times, be considered, for worker's compensation purposes, to be an employee of the Village of Oak Park who is assigned to these tasks by the Village of Oak Park.

#### SECTION 8: GENERAL PROVISIONS

- A. Amendment.

This agreement may be amended at any time by agreement of all the parties.

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

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

- D. Assignment/Binding Effect. No party hereto may assign their respective rights and duties hereunder except upon prior written consent of all other parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective assigns, legal representatives, and successors in interest.
- E. Waiver or Breach. If any party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by any party or prevent any party from enforcing such provisions.
- F. Merger Clause, Amendment. This Agreement sets forth all of the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.
- G. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute by one and the same instrument.
- H. Compliance With All Law. The Village of Oak Park and Oak Park School District 97 shall at all times observe and comply with the laws, ordinances, regulations, and codes of Federal, State, County, and other local government agencies which may in any manner affect the performance of this Agreement.
- I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable Federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of Cook, Illinois.
- J. Disclaimer of Relationship. Nothing contained in this Agreement nor any act of the Village of Oak Park or Oak Park School District 97 respectively, shall be deemed or construed by any of the parties hereto or by third persons to create any relationship or a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village of Oak Park or Oak Park School District 97 respectively.

- K. Notice. Any and all notices required to be delivered hereunder shall be deemed delivered when and if personally delivered or mailed by registered or certified mail, return receipt requested, postage pre-paid; or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day to the parties as set forth below:

If to Oak Park School District 97:

Superintendent  
Oak Park School District 97  
970 Madison Street  
Oak Park, IL 60302

If to the Village:

Village Manager  
Village of Oak Park  
1 Village Hall Plaza  
Oak Park, IL 60302

Any party hereto may change the name and address of the designee to whom notice shall be sent by giving written notice of such change to the other parties hereto in the same manner as all other notices are required to be delivered hereunder. Notice as provided herein does not waive service of summons or process.

- L. Cost of Suit. In the event Oak Park School District 97 or the Village of Oak Park institutes judicial proceedings to enforce, or for breach of, this Agreement and prevails in such suit, the opposing party shall, in addition to any other relief granted, pay the prevailing party its reasonable attorney's fees and costs related to such proceedings.
- M. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below, which date shall be the date stated on the first page of this Agreement.

VILLAGE OF OAK PARK

BY: Rick Mun  
Village President

ATTEST: Sandra Sokol  
Village Clerk

Dated: 10/18/99

BOARD OF EDUCATION  
OAK PARK DISTRICT 97

BY: Elizabeth B. Leggett  
President

ATTEST: Kathleen M. Subatis  
Secretary

Dated: 10/18/99

## APPENDIX A

### POLICE DEPARTMENT OF OAK PARK JOB DESCRIPTION AND POSITION EXPECTATIONS FOR SCHOOL RESOURCE OFFICER

Establishment of a School Resource Officer Program will permit the Police Department of Oak Park to work directly with School officials towards a prevention orientation and facilitate and foster positive relationships with high School students and employees. Further, it will promote increased attention to youth problems, concerns, and unlawful activities on a proactive rather than reactive basis. The expressed goal is to promote a positive learning and educational environment for students and a solid, healthy community environment.

A primary goal of the program is to coordinate the resources of the Village and the Schools in a collaborative effort to enhance positive, communicative, and productive relationships among Police and School personnel, students, parents, and other related service agencies to foster a safe and secure educational environment.

The Police Departments and the Schools employ personnel with training and expertise to effectively deal with youthful members of the community and those members who engage in potential and actual criminal behavior. Acting together on a day-to-day basis, those trained personnel can assist the community in meeting youthful needs that extend beyond formal education and other community offerings.

The school setting provides an educational environment which promotes preventive programs that focus on deterring youth from involvement in criminal acts, including alcohol and drug use, theft, violence, criminal gang involvement and activity, and other forms of socially unacceptable behavior. The School Resource Officer will be positioned to make full use of those life education opportunities.

To maintain optimum effectiveness, the School Resource Officer shall be responsible for:

- I      Fostering positive relationships with students, parents, and staff in an effort to promote a greater respect for law enforcement.
2.      Functioning as a resource in issues related to law enforcement in a cooperative relationship with School counselors and other social service personnel.
3.      Serving as a law enforcement-related resource for students, their families, School staff, and community members.
4.      Assisting in preparation of educational and preventive practice programs related to community/social problems involving unlawful activity, including, but not limited to, drug and alcohol use, criminal gang activity, vandalism, theft, personal violence, trespassing, and violations of the Illinois Vehicle Code.



5. Assisting School officials in more effective response to student and non-student criminal offenses.

Successful program implementation and continuation is directly dependent upon the cooperation and assistance of the Village, the Police Departments, and School administrative staff, School administration and staff, and community members.

### EVALUATION CRITERIA

The program will be evaluated jointly by School and Police officials to see if it is fulfilling the position responsibilities set forth in this School Resource Program after one year. From time to time, specific job duties may be adjusted to meet the overall mission as needed.

### POSITION RESPONSIBILITIES:

The School Resource Officer position responsibilities and expectations will include, but are not limited to:

1. Act as a limited resource for students with questions about law enforcement.
2. The School Resource Officer will take prompt, appropriate action in situations requiring police intervention during school hours. This will include the investigation of criminal activity taking place on school grounds. In compliance with Illinois Compiled Statutes and Police Department Rules, Policies, and Procedures, the School Resource Officer may take immediate action to protect himself or another person from death or serious injury. The School Resource Officer will notify the proper School personnel of police actions taken on school grounds as soon as practicable.
3. Provide appropriate assistance in incidents involving juvenile runaways.
4. Assist School administrators in prevention and education related to resolution of criminal and anti-social behavior. Special attention will be given to drug and alcohol use, violence, and criminal gang activity.
5. Assist School officials in handling incidents involving persons trespassing and committing criminal acts on School property.
6. Act as consultant to the School in matters of law enforcement related to juveniles and adults.
7. Facilitate communication between the Police Department of Oak Park, other law enforcement agencies, and School officials.
8. Be a visible presence in Schools and on school grounds. Assist School administrators and staff in crime prevention programs.
9. Meet regularly with the School counselors and deans in an attempt to identify individuals or conditions that could result in delinquent behavior and formulate plans and offer solutions.

10. Coordinate with School officials in making necessary incident and situational referrals to other agencies.
11. Serve as resource person for teachers and students in the Driver Education Program.
12. Assigned to extra curricular activities where Police are usually present. The School Resource Officer will be part of the School's administrative team working the event and will not work the activity as part of the police extra duty detail.

## RESOURCE FUNCTIONS

The School Resource Officer's role will provide innumerable opportunities for integration into academic areas for certain programs and course content and may, as requested by School staff and faculty, provide necessary materials for that purpose. Suggested program areas may include, but are not limited to:

- Criminal gangs
- Drug/alcohol use
- Juvenile Court Act and system
- Criminal Code
- Vehicle Code
- Law enforcement career field
- Role of Police in the society and the community
- Constitutional rights relating to police/citizen contacts
- Consequences of criminal conviction (misdemeanors and felonies) and adjudication as a delinquent minor
- Victimization prevention/rights

## INTERVIEWS AND INTERROGATION

School Resource Officer will, unless exigent or emergency circumstances exist, contact an appropriate School official(s) before any contact is made with a student for interview regarding criminal activity. The officer, in cooperation with School Administration, will make a reasonable effort to contact the student's parent or guardian before any interview or interrogation.

Interviews will be conducted in a setting and in such a manner as to maintain privacy and confidentiality and minimize possible embarrassment to the interviewee.

Information developed from student interviews will be shared with the appropriate School authorities as is necessary and deemed appropriate in accordance with State statute.

When conducting interviews with School employees, the School Resource Officer shall explain the reasons for the interviews, and proper regard for student/teacher trust should be given.

## POSITION/FUNCTION GUIDELINES

School Resource Officer are employees of their respective Village of Oak Park on assignment to the Schools for an indefinite period, normally coinciding with the school year.

The School Resource Officer position is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis for retention or reassignment of the Officer, with a collaborative performance appraisal process involving the Police Department of Oak Park and School staff members.

The performance evaluation process will include Police and School staff documentation of critical incidents related to service-orientation, effectiveness, community support, and student acceptance. This performance evaluation is separate from the evaluation of the officer by their respective Police Departments. Interim performance assessments may be conducted as needed or required, and unsatisfactory job performance will be the subject of immediate review and communication among members of the Police and School staff personnel.

The school resource officer shall remain under the command of his or her Chief of Police at all times and may, at any time, be required to perform regular duties for the Police Department. While on the premises of Oak Park School District 97, the Liaison Officer shall work at the direction of the Superintendent or a designee, while maintaining adherence to all rules of the Police Department.

On days when school is not in session the School Resource Officer may be assigned to duty at his/her Police Department.

Each School Resource Officer will complete such work reports as his/her Police Department requires. The officer will also consult at least weekly with designated representatives of the Schools and Police Department staff members regarding cases, dispositions, problem situations, and potential problems.

Generally, the School Resource officer will dress in plain clothes -- i.e., suit, sport coat, dress slacks, tie, etc., if a male and dress, skirt and dress shirt/sweater or dress shirt/sweater and dress slacks if a female. However, a uniform or other attire may be worn on special occasions with the joint approval of the Schools and the Police Departments. The School Resource Officer will be armed (weapon not visible) and will also carry handcuffs and a police radio.

The School Resource Officer will be present at some School functions such as dances, ball games, and special events on a basis to be mutually determined between the Schools and the Police Departments. The School Resource Officer must be willing to exercise duty scheduling flexibility to accommodate this latter requirement.

#### POSITION SELECTION

The Police Departments shall submit the names of suitable Officers for consideration as School Resource Officer. The Schools and the Police Departments will jointly make the final selection of the School Resource Officer.

APPENDIX B

OBLIGATIONS AND RESPONSIBILITIES OF OAK PARK SCHOOL DISTRICT 97

Oak Park School District 97 shall have no financial obligations or responsibilities other than those previously enumerated until October 1, 1999. Subsequent to that date, Oak Park School District 97 shall have such obligations as shall be agreed to among all the parties to this agreement.