

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
COMMUNITY UNIT SCHOOL DISTRICT NO. 300 AND  
THE VILLAGE OF HAMPSHIRE  
EXTENDING THE SCHOOL RESOURCE OFFICER PROGRAM**

**THIS INTERGOVERNMENTAL AGREEMENT** (the "Agreement") is entered into by and between the Board of Education of Community Unit School District No. 300 (herein after called "School District 300" or "District"), Kane, McHenry, Cook, and DeKalb Counties, and the Village of Hampshire, (hereinafter called the "Village").

**WHEREAS**, both the Village of Hampshire and School District 300 desire to have a Village of Hampshire Law Enforcement Officer assigned to serve as a School Resource Officer (as defined below) at Hampshire High School and Hampshire Middle School (the "Schools") in order to maintain a more personal relationship between law enforcement agents and students in the school, assist in educational programs, protect the students and the school from theft, vandalism, trespassing, and deal more effectively with juvenile offenses; and

**WHEREAS**, the other schools in School District 300 have engaged in similar agreements with their host municipalities for a School Resource Officer; and

**WHEREAS**, both School District 300 and the Village of Hampshire want to continue the productive relationship established through the School Resource Officer program.

**NOW, THEREFORE**, in consideration of the mutual 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 thoughtfully set forth herein.

## **SECTION 2: THE POLICE SCHOOL RESOURCE OFFICER PROGRAM**

### **2.0 Provide Village Law Enforcement Officers to School District 300 for Interview**

This program IN PART involves the selection of a Village Law Enforcement Officer for assignment to Hampshire High School and Hampshire Middle School as a Police School Resource Officer ("School Resource Officer") for the period of the school year as defined herein.

The Village will provide to School District 300 ONE OR MORE qualified Law Enforcement Officers who are in good standing with the Village to interview for the position of School Resource Officer at the Schools. A joint committee comprised of personnel designated by School District 300 and the Village of Hampshire Police Department shall decide which Law Enforcement Officer (s) would best meet the requirements and criteria of School District 300 for its School Resource Officer. The candidates for School Resource Officer will be considered on the following criteria and desired qualifications for interview:

- Certified Law Enforcement Officer
  - Be certified by the State of Illinois to perform the duties of a School Resource Officer prior to assignment.

- Attended a 40-hour Basic School Resource Officer training class (to be obtained within 6 months of the start of assignment).
- Trained in gang resistance and alcohol/drug resistance curricula;
- Verbal, written, and interpersonal skills, including public speaking;
- Knowledge of, and experience in, matters involving cultural diversity;
- Educational background/experience; and
- Two (2) years of Law Enforcement service and also must be able to function as a strong role model.

#### 2.1 Assignment of Village Law Enforcement Officers to School District 300

The Village shall assign to School District 300 the Law Enforcement Officer or Officers chosen by the Committee to act as the School Resource Officer. The School Resource Officer will at all times remain an employee of the Village and all personnel rules applicable to said Village Law Enforcement Officer shall continue to apply. The Law Enforcement Officer will at all times abide by all personnel rules of the Village of Hampshire and the applicable “Collective Bargaining Agreement” even when serving as the School Resource Officer. As an employee of the Village and not the School District, the Village Law Enforcement Officer shall not be entitled to any benefits that the School District provides to its employees.

The scope of the School Resource Officer's duties and responsibilities may be changed or redefined at any time when agreed upon in writing by both the Village Chief of Police and School District 300.

## 2.2 Duties and Responsibilities of School Resource Officer

The Village Law Enforcement Officer assigned to School District 300 as its School Resource Officer shall have the following duties and responsibilities at the Schools:

### Educational Responsibilities

1. Work cooperatively with the building administration and staff to plan and schedule appropriate lessons in topics including, but not limited to gang/violence and drug and alcohol resistance education.
2. Provide training for faculty and staff on the role of the School Resource Officer as well as on topics of interest and importance to the staff related to her/his expertise.

### School Resource Officer Responsibilities

1. Promote a positive relationship and enhance communications between School Resource Officers and students, faculty, and staff at School District 300.
2. Interact with students as a positive role model.
3. Work collaboratively with the administrators to arrange and participate in parent/community education sessions.
4. Work collaboratively with administrators and counselors to develop strategies for dealing with behaviorally at-risk students.
5. Establish a working relationship with behaviorally at-risk students.

### Security Responsibilities

1. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods.

2. Meet with building administrators to advise them of potentially violent situations and to plan for the safe resolution of those situations.
3. Follow building and School District 300 behavior policies.
4. Enforce all Federal, State, and Municipal statutes and ordinances and refer all matters of school discipline to the proper administrator.
5. Assist school staff in the event of an emergency.

### 2.3 Evaluation of the Program

At least once a year, the School District 300 Director of School Safety, the Principals of Hampshire High School and Hampshire Middle School and a designated representative of the Village of Hampshire Police Department shall meet to discuss and evaluate the Program.

### **SECTION 3: COST**

School District 300 will reimburse the Village for 66% of the cost of each School Resource Officer as invoiced by the Village, which percentage may be reviewed, modified and/or changed by mutual agreement on an annual basis, or at any time a School Resource Officer is replaced, to reflect any cost change of compensating the Village for its Law Enforcement Officer. Any overtime costs incurred by the Village as a result of the School Resource Officer attending school-related or extracurricular activities will be the responsibility of School District 300 and will be paid to the Village by School District 300 upon written request for the payment to be made.

At the Village's sole discretion, the School Resource Officer shall have available for use while on duty a personal vehicle or a Village police vehicle. If a personal vehicle is used while on school business the School Resource Officer will be compensated at the prevailing

District rate for mileage. If a Village police vehicle is made available, the District will pay the Village \$100 per month as a vehicle allowance in lieu of mileage reimbursement.

Vehicle reimbursement will be reflected in the Village's invoices to the District. The District will pay its share of the invoiced costs in two equal installments no later than January 15<sup>th</sup> and June 15<sup>th</sup> of each year of the agreement.

#### **SECTION 4: TERM**

This Agreement for shall be in full force and effective from the day teachers return in August based on the district school calendar for the current year and end on the last day of student attendance based on the district school calendar the following May (The school calendar can be adjusted if emergency days are used) (the "Term"). Thereafter, this Agreement shall automatically be renewed annually, subject to the reimbursement agreement, for the time period detailed in the School Board approved school district calendar, beginning the day teachers return to work and ending on the last day of student attendance.

Either party may terminate this Agreement at any time during the Term by providing the other party with thirty (30) days prior written notice of the intent to so terminate. In addition, the parties may terminate this Agreement at any time by mutual consent and written agreement.

#### **SECTION 5: LIABILITY RESPONSIBILITY AND AUTHORITY**

##### **5.0 School District 300**

Except to the extent prohibited by law and without waiving any and all of its defenses, including those pursuant to the Illinois Local Government and Government Employee's Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, School District 300 shall be liable for all losses, claims, demands, liens, damages, penalties, interest, and costs and expenses related to the

acts, errors, or omissions of School District 300, its officers, officials, agents, volunteers and employees, including any breach hereunder, during the Term or extension thereof.

School District 300 shall indemnify, hold harmless, and defend the Village, its officers, servants, agents and employees against any and all liability, loss, costs, damages, expenses, claims or actions including attorney's fees, which the Village, its officers, servants, agents or employees may hereinafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of School District 300, its officers, servants, agents, or employees in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement to the fullest extent of the law.

#### 5.1 The Village

Except to the extent prohibited by law and without waiving any and all of its defenses, including those pursuant to the Illinois Local Government and Government Employee's Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, the Village shall be liable for all losses, claims, demands, liens, damages, penalties, interest, and costs and expenses related to the acts, errors, or omissions of the Village, its officers, officials, agents, representatives and employees, including any breach hereunder, during the Term of this Agreement.

The Village shall indemnify, hold harmless, and defend School District 300, its officers, servants, agents and employees against any and all liability, loss, costs, damages, expenses, claims or actions including attorney's fees, which School District 300, its officers, servants, agents or employees may hereinafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the Village, its officers, servants, agents, or employees in the execution, performance, or failure to adequately perform its obligations pursuant to

this Agreement to the fullest extent of law.

5.2 Nothing contained in Section 5 or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to School District 300 or the Village under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.

#### **SECTION 6: INSURANCE REQUIREMENTS.**

The Village shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement.

6.1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Commercial General Liability - Occurrence form; names the district as additional insured on a primary and non-contributory basis. Coverage must be included for sexual abuse and molestation.
- (2) Automobile Liability; names the district as additional insured on a primary and non-contributory basis.
- (3) Police Professional Liability / Errors and Omissions policy; names the district as additional insured on a primary and non-contributory basis.
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability Insurance.
- (5) Umbrella or Excess Liability policy; provides follow form coverage to the above listed policies.

6.2 Minimum Limits of Insurance. The Village shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 per occurrence with a \$1,000,000 aggregate for bodily injury, personal injury, and property damage.



- ② Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- ③ Law Enforcement Professional Liability: \$1,000,000 per occurrence with a \$1,000,000 aggregate liability limit for errors and omissions, professional/malpractice liability.
- ④ Workers' Compensation and Employers' Liability: Workers' Compensation statutory limits as required by the Labor Code of the State of Illinois, and Employers' Liability limits of \$1,000,000 Each Accident/\$1,000,000 Disease - Each Employee / \$1,000,000 Disease - Policy Limit.
- ⑤ Umbrella or Excess Liability Coverage: \$7,000,000 per occurrence limit with a \$7,000,000 aggregate.

6.3 Deductibles and Self-Insured Retentions. The Village's respective obligation

Here under may be satisfied through a self-insurance trust maintained by the Village or its designee.

6.4 Other Insurance Provisions. The policies are to contain, or be endorsed to contain,

The following provisions:

1. Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the other party.

2. Certificate of Insurance

Upon request, each party shall furnish the other with Certificates of Insurance evidencing the coverage required by this Agreement, that are signed by a person authorized by that insurer to bind coverage on its behalf. Each party reserves the right to request full, certified

copies of the insurance policies.

In the event of the expiration of the policy period for any one or more of the insurance policies, each party shall promptly furnish the other with current Certificates of Insurance evidencing its continued coverage as required by this Agreement.

## **SECTION 7: RECIPROCAL REPORTING AND STUDENT RECORDS**

### **7.0 Reciprocal Reporting**

The Village and School District 300 shall share information as obligated and/or restricted by law, including and without limitation Sections 10-20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois, as amended, and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, as amended, and as set forth in the Agreement for Reciprocal Reporting and Cooperation between School District 300 and the Village.

### **7.1 Student Records**

For purposes of the Illinois School Student Records Act, 105 ILCS 10/2, and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), the School Resource Officer shall be considered a school official and agent of School District 300. As such, the School Resource Officer shall have access to student records only as necessary for the fulfillment of his/her duties as prescribed in this Agreement. The School Resource Officer shall keep all student records confidential. The School Resource Officer shall disclose student records only in circumstances and in a manner authorized by State and federal law.

Consistent with Section 10/2(d) of the Illinois School Student Records Act, reports of the School Resource Officer shall be deemed the reports of a law enforcement professional and shall not be considered a student record. 105 ILCS 10/2(d). For purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), the School Resource Officer designated to work with School District 300 pursuant to this Agreement shall be considered a law enforcement unit of the school such that the records created by School Resource Officer for the purpose of law enforcement shall not be considered educational records.

## **SECTION 8: GENERAL PROVISIONS**

### **8.0 Amendment or Modification to the Agreement**

Any terms or conditions of this Agreement may be deleted or altered only by written amendment or modification to this Agreement, duly executed by the Village and School District 300.

### **8.1 Good Faith**

Both the Village and School District 300 have an obligation to perform their respective duties under this Agreement in good faith.

### **8.2 Severability**

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

clauses or sections contained in the Agreement shall not affect the remaining portions of the Agreement or any part thereof.

### 8.3 Interpretation

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

### 8.4 Assignment

Neither party hereto may assign its respective rights or duties hereunder.

### 8.5 No Third-Party Beneficiaries

No other person or party shall be or be deemed to be a third-party beneficiary to this Agreement.

### 8.6 Waiver of Breach

If either 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 either party nor shall it prevent either party from enforcing such provisions.

### 8.7 Merger Clause - Integration

This Agreement sets forth 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

subsequent amendment or modification of the Agreement shall be effective unless reduced to writing and executed by the parties in accordance with Section 8.0 herein. Any exhibits to this Agreement are hereby incorporated into this Agreement as if fully restated herein.

8.8 Compliance with all Laws

The Village and School District 300 shall at all times observe and comply with the laws, ordinances, regulations and codes of Federal, State, County and other local governments and agencies, which may in any manner affect the performance of this Agreement.

8.9 Governing Law - Venue

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 Kane, Illinois.

8.10 Corporate Authority

Each party represents and warrants that the person whose name appears on the signature page below has of has been delegated the lawful and corporate authority to enter into this Agreement on behalf of that party.

IN WITNESS WHEREOF, the Board of Education of Community Unit School District No. 300 and the Village of Hampshire have caused this Agreement to be executed on their behalf and attested by their duly authorized officers, all on the day(s) herein set forth.

DATED this 27th day of June, 2023.

**COMMUNITY UNIT SCHOOL DISTRICT NO. 300**

By: Jennifer Ponder

B286855FF728A002A6B185572D79A17D contractworks

Its: Chief Financial Officer, with authority to bind

Date: 2023-06-28

**VILLAGE OF HAMPSHIRE**

By: [Signature]

Its: Village President

Date: 7-20-23