INTERGOVERNMENTAL AGREEMENT
FOR CITY POLICE SERVICES

Rockford Public Schools

WHEREAS a safe, productive education learning environment for Rockford Public School students is a matter of public concern, and the provision of such safety is in the public interest; and

WHEREAS the community will be benefited by the cooperation evidenced by the agreement between the public bodies who are parties hereto; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements contained herein, the parties agree as follows:

I. AUTHORITY

THIS AGREEMENT is entered between the City of Rockford Police Department, hereinafter referred to as the “Department” and the Board of Education of Rockford School District No. 205, Winnebago – Boone Counties, Illinois, a special charter school district, hereinafter referred to as “District”, pursuant to the Illinois Intergovernmental Cooperation Act (5 I.LCS 220/1 et seq.).

II. PURPOSE

The purpose of this Agreement is to conduct a program with the District’s schools to provide school security during the school day and for after school events.

III. TERM

The term of this Agreement shall be from January 1, 2016, and shall expire on December 31, 2017, unless sooner terminated or canceled as provided herein. The District has been invoiced for January through June of 2016 and the parties agree those costs have been properly billed and will be promptly paid.

IV. DEPARTMENT RESPONSIBILITIES

A. Establish School Liaison Officers.

1. **Composition:**
The unit shall consist of up to ten (10) full time police personnel, which includes a supervising sergeant.

2. **Purpose:**
At the District and Department’s direction, the school liaison officers will provide school security in District Schools, on District property.
B. School Liaison Officers.

1. Selection:
The school liaison officers will be selected by the Department with the concurrence of the District, however, such selection and concurrence shall not violate any tentative agreements and/or provisions of the collective bargaining agreement between the City of Rockford and Policemen’s Benevolent and Protective Association, Unit 6, including bidding and posting procedures.

The City shall use its best efforts to negotiate a provision in its collective bargaining agreement with the Policemen’s Benevolent and Protective Association, Unit 6 wherein the term limit of the supervising sergeant and the term limits of the liaison officers may be extended for an additional term based upon the approval of the City and the recommendation of the District.

2. Qualifications:
School liaison officers will have standardized police officer training and have completed their probationary period of service within the Department. Within 6 months of becoming school liaison officers, the Department will provide training to allow officers to become certified youth officers.

3. Authority:
School liaison officers are authorized to enter into or on all District property with full rights to enforce law and order.

4. Scheduling and Deployment:
All the liaison officers shall work eight (8) hours per school day, excluding any overtime. Nine (9) liaison officers shall work on all scheduled school days, including staff improvement days and school breaks shorter than one week during each academic term for the duration of this Agreement. The unit shall have Labor Day, Memorial Day and Thanksgiving Day as holidays. The supervising sergeant shall work throughout the calendar year during the term of this Agreement. School liaison officers will be scheduled and deployed in a manner mutually agreed on by the District and the Department. All overtime events shall be immediately reported to Director of Security Services. The City and the Director of Security Services shall work collaboratively to ensure that daily overtime is minimized.

5. Removal:
A School liaison officer shall be removed immediately from the School Liaison program at the sole discretion of the Department’s Chief Of Police upon request of the District’s Superintendent of Schools or the
Superintendent's designee, if an allegation of misconduct is made against a school liaison officer in connection with a school liaison officer's alleged abuse or mistreatment of a District student or violation of District policy.

6. **Annual Performance Review:**
The District shall provide annual performance reviews on all officers assigned to the unit. The City shall address performance issues from those reviews and shall consider said reviews in making assignments of officers within the unit.

C. **School Liaison Officers' Duties.**

School liaison officers will perform such duties as assigned to it by the Department after consultation with the District. These shall include, but are not limited to, the following:

1. **Law Enforcement:**
School liaison officers will enforce all applicable federal, state and local laws.

2. **Investigate Crime:**
School liaison officers will investigate crime that takes place at assigned District schools.

3. **Coordination with District:**
All security issues, matters requiring investigation and the development of programs that reduce the level of vulnerability to criminal acts, will be coordinated with the District on-site school administrator and the school liaison supervisor.

4. **Assist Others:**
School liaison officers will provide emergency assistance to those in distress, assist in resolving conflicts that threaten personal safety, the security of personal and state property, and the educational process.

5. **Classroom Presentations.**
When requested by the District, school liaison officers will be available for classroom presentations and question/answer sessions related to the law enforcement profession.

6. **Reporting:**
Commencing with the fall semester of 2016, officers shall be in their assigned Squad cars at the beginning of their shift and without delay report directly to their assigned school. Officers will participate in a virtual roll call at their assigned schools. All equipment required for the virtual roll
call shall be provided by the District in accordance to the Information Technology needs of the District and Department.

D. **School Liaison Officer Program.**

The School liaison officer program’s goals and objectives will be developed and mutually agreed on by the Department and the District.

E. **Program Evaluation.**

The Department and District will meet quarterly during the District’s regular school calendar year, to evaluate the execution of the school liaison officer program.

F. **Equipment.**

1. Police patrol cars as normally required by the Department will be made available to the school liaison officers while this contract is in force.

2. The Department will provide school liaison officers with police radios, armament, uniforms and other equipment normally available to Department personnel.

3. Commencing with the 2016 agreement, the City shall modify assigned uniforms for the unit to knit shirts and khaki slacks, subject to acquisition and distribution of the new attire.

G. **Method of Invoicing.**

The City of Rockford Finance Department will submit monthly to the District, an invoice for payment by the District. Invoices for the services shall be sufficiently detailed so the District can track work activities and overtime events to specific personnel.

V. **DISTRICT RESPONSIBILITIES**

A. **Program Direction.**

1. In consultation with the Department, provide program direction through the school liaison Department sergeant who is in charge of the school liaison program for the Department.

2. In consultation with the Department, implement the school liaison officer deployment plan.
3. Request, through review with the school liaison Department sergeant, all required police reports and records.

4. Provide Department school liaison officers with office space, which includes a desk, telephone and a locked filing cabinet in each District building in which school liaison officers' work.

5. Coordinate school liaison officer classroom presentations to District students.

6. With the agreement of the Department, prescribe any other duties that maybe necessary consistent with the security and law enforcement purpose of this program.

B. School Liaison Officer Program.

The School liaison officer programs goals and objectives will be developed and mutually agreed on by the District and the Department.

C. Program Evaluation.

The District and the Department will meet quarterly during the District's regular school calendar year, to evaluate the execution of the school liaison officer program.

D. Equipment.

The District provided funding for the purchase of a portable radar speed display trailer ("trailer") that displays speeds of motorists' vehicles. After the District receives said trailer, the District shall allow the Department to use and store said trailer. School liaison officers shall transport and set-up for operation said trailer on the side of streets adjacent to and/or nearby District schools during school days while school is in session. During times District schools are not in session, the District shall allow the Department to use said trailer for the Department's use. The District agrees to indemnify, defend and hold harmless the Department and/or the City of Rockford, Illinois, its representatives, elected and appointed officials, agents and employees from any and all loss in connection with said trailer where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the District. Nothing in this section shall be deemed to impose liability on the District to indemnify the Department and/or City of Rockford for loss when the Department's negligence or other actionable fault is the sole cause of loss. If the trailer is damaged during deployment for School areas, the District shall provide the funds for repairs. If the trailer is damaged during deployment on non-school days or areas, the City shall provide the funds for repairs.
E. **Compensation.**

The District shall pay the Department for the actual costs of up to ten (10) ten police liaison officers, including benefits and supplies. Such payment shall not exceed one million dollars ($1,000,000.00) per the District fiscal year (i.e., July 1 through June 30 of each year). In addition, the District shall be responsible for the actual costs of overtime worked by members of the unit, which may be necessitated by arrests, report writing and end of day matters that cannot be concluded within the normal hours of the officers. In addition, the District shall be responsible for overtime for school officers and additional police personnel reasonably required to staff extra-curricular or evening school events at the District’s request. However, the District shall not pay the Department during the time said school liaison officers attend Department training. In addition, the District shall not pay compensation to the Department for school liaison officers who are on sick leave for more than three consecutive work days. The District shall pay monthly invoices within forty-five (45) days of being submitted by the Department.

VI. **LABOR GUIDELINES**

The District shall not be considered a party to the collective bargaining agreement between the City of Rockford and the Police Department. The District understands this Agreement is subject to the general and/or special orders of the Police Department relating to officer’s compensation. Officers are entitled to any additional overtime or premium compensation for their work under this Agreement, under any collective bargaining agreement or any Federal, State, local law or judicial ruling.

VIII. **CLAIM PROCEDURES**

City of Rockford on receipt of reasonable notice of a claim or suit shall be responsible for, hold officers harmless, pay for damages or moneys that may be adjudged, assessed, or otherwise levied against any officer working under the Agreement, subject to the conditions set forth herein. These officers shall have legal representation by the City of Rockford in any civil cause of action brought against an officer resulting from or arising out of the performance of duties under this Agreement. The City of Rockford will provide the protection set forth above so long as the officer is acting within the scope of his/her employment under this Agreement and the officer cooperates with the City of Rockford during the course of investigation, administration and/or litigation of the claim.

IX. **CONSENT**

Whenever the consent of the approval of one or both parties to this Agreement is required under this Agreement, such consent or approval shall not be unreasonably withheld.
X. **NOTICES**

Notice to the City of Rockford pending claims as provided for in this Agreement shall be addressed to:

Legal Director of the City of Rockford  
425 E. State Street  
Rockford, IL 61104

Superintendent of Schools  
501 7th Street  
Rockford, IL 61104

All notices shall be sent at a minimum by First Class Mail, postage prepaid.

XI. **WAIVERS**

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the District and the City of Rockford, as separate, independent and distinct municipal corporations under Illinois or any other law. It is further understood and agreed that the entry into this Agreement by the City of Rockford and the District shall not operate or be construed as a way of preventing rights, claims or actions they may have against each other, including, but not limited to any claims resulting from providing officers to the District prior to the execution of the Agreement.

XII. **HOLD HARMLESS**

Each party of this Agreement shall indemnify and hold harmless the other party against all claims, suits, costs, expenses, judgments, and attorney's fees caused or occasioned by the actions or omissions of the other party or its employees.

XIII. **TERMS AND EXTENSIONS**

This Agreement shall expire on December 31, 2017. In no event can this Agreement be extended without written consent of the parties.

XIV. **AUTHORITY**

The City and District each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The City and District hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.
XV. AMENDMENTS

No changes, amendments, modifications or revisions of this Agreement, or any party thereof, shall be valid unless in writing and signed by the authorized agent of the City and by the President of the District or his respective designee.

IN WITNESS WHEREOF, the parties have executed this Agreement of this 5th day of October, 2016.

CITY OF ROCKFORD, a Municipal Corporation

By

Lawrence J. Morrissey, Mayor

ATTEST:

By

Patrick W. Hayes, Legal Director

BOARD OF EDUCATION OF ROCKFORD SCHOOL DISTRICT NO. 205, WINNEBAGO-BOONE COUNTIES, ILLINOIS

By

Kenneth J. Scivano, President

ATTEST:

By

Michael Connor, Secretary