

SCHOOL RESOURCE OFFICER
CONTRACTUAL AGREEMENT

THIS AGREEMENT is entered into this 20 day of May, 2020, by and between the Champaign County Sheriff's Office (hereinafter referred to as "CCSO") and the Tolono Community School District #7 (hereinafter referred to as "School District").

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

1. **Purpose.** This Agreement establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the Agreement formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between Police Officers and the youth of our community in addition to reducing crime committed by juveniles and young adults.

2. **Mission.** The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. This is accomplished by assigning Champaign County Deputies to school facilities on a permanent basis. The SRO Program accomplishes this mission by creating and maintaining safe, secure and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents and teachers. SRO's will serve as a positive role model to instill in students good moral standards, good judgment, respect for other students and a sincere concern for the school community. SRO's will promote citizen awareness of the law to enable students to become better informed and effective citizens, while empowering students with the knowledge of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. SRO's will serve as a confidential source of counseling for students and parents concerning law-related problems they face as well as providing information on community resources available to them.

3. **Organizational Structure.**

A. **Composition.** The SRO (School Resource Officer) Program will consist of one (1) full-time Champaign County Sheriff's Office Deputy who is a Certified Police Officer and meets all requirements as set forth by Champaign County Sheriff's Office Rules and Regulations.

B. **Supervision.** The day-to-day operational and administrative control of the SRO Program will be the responsibility of the Champaign County Sheriff's Office. Responsibility for the conduct of SRO personnel, both personally and professionally, shall remain with the Champaign County Sheriff's Office. The School Resource Unit is assigned to the Investigations Division of the Champaign County Sheriff's Office. On a daily basis, the School Resource Officer will collaborate with school and district administrators on many issues, including the disposition of various situations they may encounter. The SRO will report to the school's administrators; however their ultimate responsibility is to carry out their duties as police officers, as expressed and interpreted through the Sheriff's Office chain of command

C. **Relationship of Parties.** CCSO and the assigned deputy shall have the status of an independent contractor for purposes of this Agreement. The deputy assigned to the School District shall be considered to be an employee of CCSO and shall be subject to its control and supervision. The assigned deputy will be subject to current procedures in effect for certified deputy sheriffs, including attendance at all authorized training. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the School District to accomplish the goals of this Agreement is a CCSO employee and that no rights under CCSO employment, retirement, or personnel rules accrue to such person, and the parties agree that no person supplied by the Sheriff's Office to accomplish the goals of this Agreement

is a School District employee and that no rights under school district employment, retirement, or personnel rules accrue to such person.

4. Procedures.

A. Concept. The SRO Program shall utilize the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). The SRO Triad concept generally means that the officers assigned to the program are law enforcement officers, law-related counselors and instructors for law enforcement topics. SROs are first and foremost law enforcement officers for the Champaign County Sheriff's Office. SROs shall be responsible for carrying out all duties and responsibilities of a deputy sheriff and shall remain at all times under the control, through the chain of command, of the Champaign County Sheriff's Office. All acts of commission or omission shall conform to the Champaign County Sheriff's Office Rules of Conduct. SROs are enforcement officers in regards to criminal matters only and not enforcers of school regulations. SROs are not school disciplinarians and should not assume this role. SROs report directly to the Sheriff's Office supervisor in connection with the assignment of law enforcement instruction and normal law enforcement duties. SROs are not formal counselors, and will not act as such, however, they are to be used as a law-related resource to assist students, faculty, staff, and all persons involved with the School District. SROs are to be used as instructors of law enforcement topics, and will provide instruction when the School District requests it under the supervision of a certified teacher. SROs can instruct on a variety of law enforcement subjects to students and staff, including alcohol and drug education. SROs may use this instruction to build rapport between the students and the staff while under the supervision of a certified teacher.

B. Duties. Sheriff's Office responsibilities of the SRO will include, but not be limited to:

1. To enforce criminal law and protect the students, staff, and public at large against criminal activity;
2. Provide information concerning questions about law enforcement topics to students and staff;
3. 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;
4. Coordinate investigative procedures between Police and school administrators;
5. Provide law-related counseling on a limited basis to students, staff and faculty;
6. Handle initial police reports of crime committed on campus;
7. Take enforcement action on criminal matters when appropriate;
8. Wear an approved police uniform at all times or other apparel approved by the Champaign County Sheriff's Office;
9. Attend school special events as assigned by the Champaign County Sheriff's Office.

C. Enforcement. Although SROs have been placed in a formal educational environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations should be issued and arrests made when appropriate and in accordance with sheriff's office standard operating procedure.

5. Equipment and Working Conditions.

- A. CCSO Responsibilities.** CCSO shall provide one (1) SRO deputy who has specialized training a school resource officer. Each officer shall be a fully equipped non-probationary Champaign County Sheriff's Office Deputy in good standing.
- B. School District Responsibilities.** The School District shall provide the SRO of each campus the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:
1. Access to an air-conditioned and properly lighted private office, which shall contain a telephone, which may be used for general business purposes;
 2. A location for files and records, which can be properly locked and secured;
 3. A desk with drawers, chair, worktable, and filing cabinet;
 4. Access to and encouragement of classroom participation by the SROs;
 5. Opportunity for SROs to address teachers and school administrators about the SRO Program, goals, and objectives;
- C. Reporting of Serious Crimes.** If the investigation uncovers evidence of a serious crime as defined in state law or federal law, the school official shall notify the SRO, the student's parent/guardian, and the appropriate school personnel. The SRO officers shall comply with the Illinois School Student Records Act (105 ILCS 10/1 et seq.) Any records release must be necessary for the discharge of the officers' official duties, and the student records will not be disclosed to any other party except as provided under law or order of court.

6. Time and Place of Performance. CCSO will endeavor to have an SRO available for duty at the assigned school each day that school is in session during the regular school year. CCSO is not required to furnish substitute officers on days when regular SRO is absent due to authorized leave or Sheriff's Office training requirements. The Sheriff at all times maintains the authority to reassign an officer to other duties, whether on a temporary basis or a permanent basis.

7. Evaluation. It is mutually agreed that the School District shall evaluate annually the SRO Program and the performance of each SRO with forms developed jointly by the parties. The evaluation shall be shared with the Sheriff. It is further understood that the School District's evaluation of each officer is advisory only and that the Champaign County Sheriff's Office retains the final authority to evaluate the performance of the SROs.

8. Reimbursement.

The School Districts shall reimburse the Champaign County Sheriff for the partial cost of one (1) deputy for the program. Accordingly, the cost set forth herein is the total cost to be paid by the District and is not calculated on an hourly basis or actual time basis but for the program as a whole. The School District shall pay an annual cost of \$59,735.07 (3.00% increase) for the 2020-2021 school year. The payments shall be made payable in twelve monthly installments in the amount of \$4,977.92 to the Champaign County Sheriff, 204 East Main Street, Urbana, IL. 61801. For the 2021-2022 school year the School District shall pay an annual cost of \$61,527.12 (3.00% increase) and the payments shall be made in twelve monthly installments for the amount of \$5,127.26 to the Champaign County Sheriff, 204 East Main Street, Urbana, IL. 61801.

The sheriff's office will provide a detailed summary of the SRO's activities for the prior month at the time each installment is due.

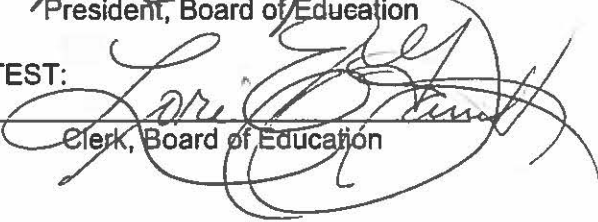
9. Term of the Agreement. . The term of this agreement is two (2) years commencing on the 1st of July, 2020 and ending on the 30th of June, 2022.

10. Insurance and Indemnification

CCSO agrees to hold the School District its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the duties of the SRO officers. The School District agrees to the extent allowed by law to hold CCSO its agent and employees free, harmless and indemnified from and against any and all claims, suits or causes of actions arising from or in any way out of the performance of the School District employees.

Tolono Community School District #7

By: 
President, Board of Education

ATTEST: 
Clerk, Board of Education

SHERIFF OF CHAMPAIGN COUNTY


Dustin Heuerman