

**INTERGOVERNMENTAL AGREEMENT
FOR GURNEE SCHOOL DISTRICT #56
SCHOOL RESOURCE OFFICER**

The School Resource Officer Services Agreement (the "Agreement") is entered into this _____ day of _____ 2026, between the Board of Trustees of the Village of Gurnee, an Illinois municipal corporation, Lake County, Illinois (the "Village"), and the Board of Education of Gurnee School District #56, Lake County, Illinois (the "District"), a body politic organized and operating under the *School Code of Illinois*, for the purpose of setting forth the terms and conditions under which the Village agrees to provide and the District utilize the services of the Gurnee Police Department.

WHEREAS, the Village and the District are units of local government as defined in the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and have found it to be in their mutual best interests to work together to provide a School Resource Officer as set forth in this Agreement; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1 *et seq.* authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine, or transfer any power of function, in any manner not prohibited by law, to use their credit, revenues, and other reserves to pay costs and to service debt related to intergovernmental activities;

NOW, THEREFORE, for good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, in the consideration of the mutual covenants herein contained, the parties agree as follows:

Goals and Objectives.

- Establish a positive working relationship in a cooperative effort to prevent juvenile delinquency and assist in student development
- Maintain a safe and secure environment on a school campuses which will be conducive to learning
- Promote positive attitudes regarding the police role in society

- I. **Terms and Hours.** The Chief of Police or another designated scheduling officer will assign the School Resource Officer(s) workdays and shifts. During these shifts/hours, the School Resource Officer(s) may be off campus to conduct such tasks as may be required by their assignment or other assignments designated by supervisors of the Gurnee Police Department.

A School Resource Officer of the Gurnee Police Department shall be provided to the District on regular school days when students are present from August through June, between the hours of 7:00 am. and 3:00 p.m., or at other eight (8) hour period of time as determined by the District.

The District acknowledges that there may be circumstances wherein the School Resource Officer becomes involved in investigations that begin on school grounds and result in the Officer leaving school grounds to further

the investigations, including but not limited to follow-up investigations at the Gurnee Police Department, interviewing witnesses, suspects, or victims, and providing in-court testimony. The District agrees that time away from school grounds for such reasons will be included as part of the District's hours.

Assignments of a floating school resource officer ("SRO") by the Village. The Village agrees to fund and provide a floating SRO to cover operational gaps that are caused by training, time off, or extended leave of the District's assigned SRO. The floating SRO will be assigned by the Police Department's Chief of Police (the "Police Chief"), and shall be assigned as needed between the three School Districts (Units 50, 56 and 121). All associated financial costs for the floating SRO shall be paid by the Village.

- II. **Duration of Agreement.** This Agreement shall remain in full force and effect for a three year period ending in June 2029 and for each full school term beginning in August of each year during the term of this Agreement unless terminated as provided for herein.
- III. **Selection and Services to be Provided.** The Gurnee Police Department agrees to provide a School Resource Officer to all schools within the school district and within the Village of Gurnee. For any school within the district that is outside the Village of Gurnee, the School Resource Officer will serve as a liaison to the Lake County Sheriff's Office.

The Gurnee Police Department, in conjunction with the Superintendent of School District 56 (and any other school personnel determined by the Superintendent) will determine which Gurnee Police Officer will assume the roles and responsibilities of a School Resource Officer.

It is the responsibility of the School Resource Officer to notify the superintendent and school principals of his or her work schedule each month.

School Resource Officer(s) shall remain employees of the Gurnee Police Department and shall not be employees of School District 56. The District 56 schools acknowledge that the School Resource Officer will remain responsive to the command of the Gurnee Police Department under the direct supervision of the Detective Sergeant and Detective Commander.

The School Resource Officer assigned to the District shall be selected by the Village after review and consultation with the District. In making such selection, the Village shall give due regard to the job goals and qualifications.

The School Resource Officer so selected shall perform the major duties, undertake the reporting procedures, and otherwise comply with the provisions of the job description to the extent the provisions of the job description are consistent with Illinois law (the "Services"). The School

Resource Officer shall be assigned duties from the Gurnee Police Department on non-regular school days.

Duties of the School Resource Officer:

- Assist the superintendent, principals, faculty, and staff in developing plans and strategies to prevent and/or minimize dangerous situations that may occur on school grounds.
- Help develop and expand crime prevention efforts for students.
- Present topics to students on various law enforcement/safety issues.
- Take law enforcement action when necessary.
- Handle requests for calls for service in and around schools.
- Conducting comprehensive safety and security assessments.
- Respond to unauthorized persons on school property.
- Conduct investigations of crimes that occur at any school and use other resources if needed for follow up investigations.
- Building relationships with juvenile justice counselors to help connect youth with needed services.
- Build relationships with students and school district staff.
- Serve as a liaison between the school district and other police agencies, investigative units, or juvenile justice authorities when necessary and consistent with applicable civil rights and privacy laws.
- Follow the guidelines of case law, school board policy, and the Gurnee Police Department general orders in regards to investigations, interviews and searches relating to juveniles.
- Assist the superintendent, principals, faculty, and staff in enforcing the campus code of conduct and other school regulations when it is necessary to prevent a disturbance that would, if ignored, place students, faculty, or staff at risk of harm. IN ALL OTHER CASES, disciplining students is a School District responsibility, and the SRO will not intervene.

Additional Statutory Training and Program Provisions.

- a. The Village shall ensure that each assigned School Resource Officer (SRO) has completed the requisite course of instruction or received an official waiver from the Illinois Law Enforcement Training Standards Board (ILETSB), as mandated by Section 10.22 of the Illinois Police Training Act.
- b. The training curriculum shall include specific training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs.
- c. The Village shall provide the School District with a formal certificate of completion, or an approved waiver issued by ILETSB, within one year of the officer's initial assignment to the District, or present documentation of equivalent prior experience and training that satisfies applicable statutory requirements.

d. In accordance with subsection (i) of Section 10-22.6 of the Illinois School Code, any assigned SRO is strictly prohibited from issuing tickets or law enforcement citations on school property for administrative or school disciplinary infractions.

e. The Village and the School District shall establish a joint process for data collection and reporting to maintain compliance with Section 2-3.206 of the Illinois School Code. The School District shall track and report all school-based law enforcement actions, student interactions, and incidents as required by the Illinois State Board of Education (ISBE) guidelines.

f. The Village and the District shall conduct regular reviews and evaluations of the SRO program. The evaluation process shall include seeking community and stakeholder input, including feedback from parents, students, school faculty, and administrators, to assess program effectiveness and foster positive community relations.

Dismissal of a School Resource Officer. In the event a Superintendent of a school to which the School Resource Officer is assigned feels that he/she is not effectively performing his/her duties and responsibilities, the Superintendent shall notify the chief of police or their designee. A meeting shall be conducted with the School Resource Officer to mediate or resolve any problems. The Chief of Police may dismiss or reassign a School Resource Officer based up on the Gurnee Police Department's rules, regulations, and general orders.

IV. Vacations, Emergencies, and Sick Leave. The School Resource Officer shall be allowed five regular vacation days during school periods during which times the Gurnee Police Department shall assign another Police Officer to fulfill the duties and responsibilities as stated in this Agreement.

The Gurnee Police Department shall endeavor at all times to provide the School Resource Officer as stated herein but reserves the right, during emergencies or arising out of the inability of the assigned School Resource Officer to attend to his duties, provide the Services due to sickness or injury, to temporarily withhold the Services in order to address any such emergencies or periods of sickness or injury. The Gurnee Police Department shall, for any such period, provide as much prior notice as is possible to the District reciting the particular circumstances giving rise to the emergency or absence, and indicating the probable date that the Services shall resume.

V. Costs. The Village and District agree to share the costs of providing the afore described police Services by the Village paying 50%, and the District paying 50% of the salary, fringe benefits, and other expenses of the School Resource Officer's employment ("Employment Expenses"). For purposes of this Agreement, the term "Employment Expenses" includes the following expenses:

- a. Salary and Benefits
- b. Health Insurance

- c. Transportation when travel necessary as part of the Services
- d. Police Pension
- e. Social Security

On or prior to June 1 of each year, the Village shall advise the District in writing of the amount of each of the foregoing expenses for the forthcoming services period and the total amount of Employment Expenses to be paid by the District. In the event no such written statement is sent to the District by June 1 in any year, the Employment Expenses and the amount paid by the District shall be the same as the Employment Expenses and the amount paid by the District for the immediately preceding year. In the event the District determines that the amount to be paid by the District for the upcoming year is not acceptable, the District may terminate this Agreement by written notice sent to the Village no later than July 1, in any year, whereupon this Agreement shall be of no further force or effect.

Employment Expenses shall be paid initially by the Village. The Village shall be responsible for all Federal and State income tax and social security liability arising from the School Resource Officer's performance of the Services under this Agreement.

Payments due the Village under the terms of this Agreement shall be paid by the District in four equal payments of one-fourth each, due on the 1st day of September, December, March and June. Upon termination of this Agreement as provided herein, final payment if any, shall be made within 15 days of date of termination. The District shall not be liable for any unemployment or worker's compensation benefits to which the School Resource Officer may be entitled.

Any hours worked outside the regular daily duties of the School Resource Officer shall be charged by the Village at the same rate as for any officer hired to work the event and shall be billed to the District at the rate set by the Village for regular commercial details.

The school board shall provide to the full time SRO the following materials and facilities, which are deemed necessary to the performance of the SRO.

- Access to an air-conditioned and properly lighted private office containing a telephone line to be used for general business purposes.
- A desk with drawers, a chair and filing drawers
- Access to a computer terminal or computer hookup

The Gurnee Police Department will supply the SRO with the usual and customary office supplies and forms required in performance of their duty.

VI. Indemnification. It is the intent of the parties that the School Resource Officer is an employee of the Village. The Village agrees to defend, indemnify, and hold the District harmless from any employment claims brought by the School Resource Officer, including but not limited to: lawsuits or administrative actions alleging discrimination, civil rights

violations, noncompliance with employment statutes, worker's compensation, improper salary withholding, improper overtime reimbursement, or improper income tax withholding.

VII. Confidentiality. In pursuit of the goals and objectives previously stated, the Gurnee Police Department and School District 56 agree to share information pursuant to:

- Family Education Rights and Privacy Act (FERPA).
- Illinois School Student Records Act (105 ILCS 10/6).
- Illinois Juvenile Court Act of 1987 "Law Enforcement Records" (705 ILCS 405/5-905)

The Village may communicate to the general public through newspaper, electronic, and other media regarding the Services under this Agreement; provided, however, that any communication shall not disclose student record information unless such disclosure is permitted or required by law.

VIII. Division of Responsibilities Related to Searches. To maintain order and security in the schools, school authorities may inspect and search places and areas such as lockers, desks, parking lots, and other school property and equipment owned or controlled by the school, as well as personal effects left in those places and areas by students, without notice to or the consent of the student, and without a search warrant. As a matter of public policy, the Illinois General Assembly finds that students have no reasonable expectation of privacy in these places and areas or in their personal effects left in these places and areas. School Authorities may request the assistance of law enforcement officials for the purpose of conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the school for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs. If a search conducted in accordance with this section produces evidence that the student has violated or is violating either law, local ordinance, or the school's policies or rules, such evidence may be seized by the school authorities, and disciplinary action may be taken. School authorities may also turn over such evidence to law enforcement authorities. (105 ILCS 5/10-22.6(e))

VIII. Miscellaneous.

- a. **Insurance** - The Village shall maintain its customary insurance for Police Officers which includes Health, Life and Dental. The District shall maintain any additional insurance, if any, that it determines to be appropriate.
- b. **Termination** - Either party may terminate this Agreement at any time for any reason upon sixty (60) days' prior written notice. In addition, as in Article IV above, the District may terminate this Agreement with less than sixty (60) days written notice no later than July 1 of each year on the basis that the amount to be paid by the District for the upcoming year is not acceptable to the District. Upon such termination the costs

to be paid by the District for police services shall be prorated to date of termination and paid within 15 days thereafter.

- c. **Notice** - All notices shall be sent to the parties as follows:

Village:
School District #56
Attn: Superintendent
3706 Florida Ave
Gurnee IL 60031

District:
Village of Gurnee
Attn: Village Administrator
325 N O'Plaine Rd
Gurnee IL 60031

IN WITNESS WHEREOF, the Board of Trustees of the Village of Gurnee and the Board of Education of Gurnee School District #56, by each party's President and Secretary, have entered into this Agreement as of the date first above written.

Board of Trustees of the Village of Gurnee

Board of Education of Gurnee
School District #56

By: _____
Village Administrator

By: _____
Board President

Attest: _____
Village Clerk

Attest: _____
Board Secretary