

---

---

**VILLAGE OF SUGAR GROVE  
BOARD REPORT**

---

---

**TO:** VILLAGE PRESIDENT & BOARD OF TRUSTEES  
**FROM:** PATRICK J. ROLLINS, CHIEF OF POLICE  
**SUBJECT:** RESOLUTION: APPROVING AN IGA FOR PROVIDING A SCHOOL RESOURCE OFFICER (SRO) TO KANELAND SCHOOL DISTRICT #302, HARTER MIDDLE SCHOOL  
**AGENDA:** AUGUST 15, 2023, REGULAR BOARD MEETING  
**DATE:** AUGUST 8, 2023

---

**ISSUE**

Should the Village approve an Intergovernmental Agreement with Kaneland Community Unified School District # 302 and the Village of Sugar Grove for providing an SRO (School Resource Officer) at Harter Middle School.

**DISCUSSION**

On July 18, 2023, during the Village Board Meeting, an agenda item discussion took place regarding providing a police officer as a School Resource Officer at Harter Middle School. The School District recently requested from the Village of Sugar Grove that the police department provide an SRO at the Middle School for this school year. The desire is to have this new position in place at the Middle School sometime in September based on manpower constraints of the department and operational needs.

Following the discussion, the Village Board directed staff to proceed with establishing an I.G.A. (Intergovernmental Agreement) with the School District to provide an SRO for the Middle School. The police department services will be billed back to the school district on a yearly basis. Creating an SRO position within the police department will necessitate the hiring of another full-time officer to replace an existing officer that will become an SRO, and allow us to keep the same level of services provided to the community.

**COST**

Attorney review cost approximately \$600.

**RECOMMENDATION**

Staff recommends that the Village Board approve Resolution #2023-0815 PD2, authorizing the execution of an Intergovernmental Agreement (IGA) with Kaneland CUSD # 302 for providing an SRO at the Middle School.



**RESOLUTION NO. 2023-0815-PD2**

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
VILLAGE OF SUGAR GROVE AND KANELAND COMMUNITY UNIFIED SCHOOL  
DISTRICT #302, FOR PROVIDING A SCHOOL RESOURCE OFFICER (SRO) AT  
HARTER MIDDLE SCHOOL**

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that units of local government may contract with one another to perform any activity authorized by law; and

**WHEREAS**, the Village is a unit of local government, Ill. Const., Art. VII, Sec. 1 and a public agency (5 ILCS 220/2), and the School District is a school district, Ill. Const., Art. VII, Sec. 1, and a public agency (5 ILCS 220/2); and

**WHEREAS**, the School District desires to have the services of a patrol officer (SRO) available at Harter Middle School, Sugar Grove, Illinois (hereinafter "Middle School"); and

**WHEREAS**, the Village wishes to assign a patrol officer from its police department to provide the requested services (SRO) at the Middle School; and

**WHEREAS**, the Village and the School District have determined it to be in the best interests of all parties and their respective constituents to enter into this Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Village of Sugar Grove President and Board of Trustees as follows:

The Village President is hereby authorized to execute an intergovernmental agreement on behalf of the Village.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 15th day of August 2023.

\_\_\_\_\_  
Jennifer Konen, President of the Board of Trustees of the  
Village of Sugar Grove, Kane County, Illinois

	Aye	Nay	Absent
Trustee White	_____	_____	_____
Trustee Michels	_____	_____	_____
Trustee Schomas	_____	_____	_____
Trustee Bonnie	_____	_____	_____
Trustee Herron	_____	_____	_____
Trustee Lendi	_____	_____	_____

ATTEST: \_\_\_\_\_  
Alison Murphy, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN  
THE VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS AND THE BOARD OF EDUCATION OF  
KANELAND COMMUNITY UNIT SCHOOL DISTRICT 302 FOR A SCHOOL RESOURCE OFFICER**

THIS AGREEMENT is made on \_\_\_\_\_, 2023, by and between the Village of Sugar Grove (hereinafter the “Village”), and the Board of Education of Kaneland Community Unit School District #302 (hereinafter “School District”).

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that units of local government may contract with one another to perform any activity authorized by law; and

WHEREAS, the Village is a unit of local government, Ill. Const., Art. VII, Sec. 1 and a public agency (5 ILCS 220/2), and the School District is a school district, Ill. Const., Art. VII, Sec. 1, and a public agency (5 ILCS 220/2); and

WHEREAS, the School District desires to have the services of a patrol officer available at Harter Middle School, Sugar Grove, Illinois (hereinafter “Middle School”); and

WHEREAS, the Village wishes to assign a patrol officer from its police department to provide the requested services at the Middle School; and

WHEREAS, the Village and the School District have determined it to be in the best interests of all parties and their respective communities to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Village and the School District agree as follows:

1. The recitals herein above set forth are adopted and incorporated herein.
2. Effective September 1, 2023, the Village shall assign one (1) patrol officer (hereinafter referred to as the “officer”) to serve the School District as a School Resource Officer (hereinafter also referred to as the “SRO”) at the Middle School. This officer will serve as staffing levels permit; however, the Village will strive when possible, to provide the SRO for a 40-hour work week, to be served during regular school hours. Regular school hours are generally understood to be from \_\_\_\_ a.m. until \_\_\_\_ p.m., or any generally adjusted start/end time followed by the School District, on every day that students of the School District are regularly required to be in attendance.
3. The Village shall provide to the school district a certificate of completion or approved waiver issued by the Illinois Law Enforcement Training Standards Board indicating that the assigned officer has completed the requisite School Resource Officer training or has prior experience and training that satisfies the requirements of 105 ILCS 5/10-20.68.
4. The officer appointed will have at least three years’ experience, with a demonstrated interest and potential for working with and counseling students. The officer will be expected to develop and implement a broad agenda consistent with the stated goals of this Agreement.
5. The goals and objectives of this Agreement are:
  - a. to promote a positive and healthy relationship between the Village’s Police Department, school authorities, students and their parents;

- b. to educate school community members, students, parents and staff by sharing the specialized expertise and knowledge of the Village Police Department in appropriate classes;
  - c. to establish a solid communications link between the Village Police Department and the School District at the operational level;
  - d. to prevent juvenile delinquency and minimize anti-social behavior by early detection, counseling, intervention and correction;
  - e. to do preliminary investigations regarding violations of the law, occurring on school property or involving students.
6. The duties of the SRO shall include, but not be limited to:
- a. establishing a close working relationship with students, parents, teachers and school officials;
  - b. investigating, documenting and taking appropriate action regarding violations of the law which occur on school grounds;
  - c. maintaining a presence in the school hallways when students are present when possible;
  - d. observing conduct of students on school property at the beginning and/or end of the school day, taking appropriate action to prevent anti-social behavior;
  - e. performing the full duties of all Village Patrol Officer with the same authority and responsibility, routinely inspecting parking lots to include checking for loiterers, trespassers, parking violators and unauthorized vehicles, taking appropriate action in each instance. To the extent feasible, any exercise of police authority shall be done with the permission of and/or in consultation with the Middle School principal, or designee;
  - f. establishing and maintaining an office for students, parents and teachers to visit for consultations;
  - g. providing lectures and training sessions to teaching staff, parents, and students when appropriate, to acquaint them with Village's Police Department and community concerns such as drug and alcohol abuse, gang awareness, domestic violence, sexual abuse, etc., and methods to recognize and combat such problems;
  - h. establishing a close working relationship and correlate activities of mutual interest with the Middle School Principal or designee.
  - i. investigating complaints involving school youth and making recommendations to the Dean of Students or designee for correction;
  - j. becoming familiar with area social service agencies which are in a position to assist youths and their families in taking a corrective action regarding anti-social behavior. Included should be court services, social agencies, churches, mental health organizations, drug and alcohol rehabilitation facilities; providing pre-court intervention between the Village's

Police Department, students and their parents in police related matters within the Middle School;

- k. assisting Middle School personnel in handling truancy or residency problems, said assistance to be performed on the Middle School's premises only, except with advance written permission from the SRO's supervisor at the Village's Police Department;
- l. maintaining communication with the Village's Police Department for sharing information with supervisor and patrol staff; and submitting a weekly report to the investigation command staff;
- m. providing services during regular school hours only, if there is a need for personnel outside of these hours, including traffic control, a special detail should be arranged with the Village's Police Department;
- n. participating in the development and administration of school security policies and practices;
- o. the SRO is required by the Village to wear a body worn camera while on duty, and the SRO shall comply with all laws and regulations applicable to the wearing of such cameras.

The Superintendent may request in writing from the Police Chief or his designee certain modifications to the duties and responsibilities of the SRO, as needed by the Middle School. The Police Chief or his designee shall have the sole discretion to accommodate the Superintendent's request.

- 7. The Police Chief shall assign one officer from the Village's Police Department to act as an SRO at the Middle School. This assignment will be based upon the available resources of the Village's Police Department. The SRO shall not be requested to attend after-school activities outside of normal school hours. Any such requests shall be contracted with Village's Police Department as a special detail and will be provided as available and billed at the going rate for a special detail, \$80.00 (eighty) per hour, with a minimum of two (2) hours. Such requests may be made by the Middle School administration. The SRO will be in full uniform and wearing a protective vest at all times.
  - a. While on duty at the Middle School, the SRO shall be supervised by the Police Chief or designee and functional supervision shall lie with the Middle School principal or designee.
  - b. When school is not in session, the SRO shall be assigned to such police activities as the Police Chief deems appropriate.
  - c. The parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by the School District's employees or students shall be the property of the School District and shall be maintained at the School District in accordance with all applicable state and federal laws and regulations.
  - d. The parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement shall be the property of the Village and may constitute law enforcement records and shall be maintained by the Village in accordance with all state and federal laws and regulations governing the release of these

records. In accordance with law, all records generated and maintained by the SRO and the Village shall not constitute school records.

8. The SRO shall provide services based on the availability of staff at the Village's Police Department. If staffing levels permit, the Police Chief will attempt to provide the SRO for a 40-hour week.
9. The parties agree and acknowledge that the exigencies and emergencies of police work may force the short-term recall of the SRO to their regular duties as a Patrol Officer or for training on behalf of the Village. While the Village will make a good-faith effort to provide the SRO, the Village shall have the sole discretion to determine the SRO's availability based upon internal staffing needs. There shall be no penalty or cause of action against the Village for its failure to provide an SRO other than the termination of this Agreement.
10. The Village will make a good-faith effort to keep the same officer assigned to the SRO position throughout the school year to the extent scheduling permits.
11. The School District shall pay the Village 70% of the actual cost of the SRO's employment, based on wages, health insurance and other benefits. This will be calculated on an annual basis and billed to the School District. The School District will be invoiced on an annual basis, by April 1<sup>st</sup> of each school year. This will be based on the officer assigned as the SRO. The invoice shall be paid in accordance with the Local Government Prompt Payment Act.

Any overtime must be approved in writing by the Village's Police Department prior to the SRO providing overtime hours, except in the case of an emergency. The overtime rate shall be \$80 per hour. The annual rate is subject to change based on the actual rate of pay for the individual officer assigned to the SRO position and any increases in the cost of the wages or benefits earned by the SRO. The District shall be given written notice of any change in the rate of pay, prior to the SRO performing any additional work at the new rate.

The School District shall also provide the SRO with the equipment, accommodations, and information reasonably necessary for the SRO to perform their duties.

12. The officer serving as the SRO and other Police Department personnel serving in the School District are employees of the Village and shall be subject to the administration, supervision, and control of the Village, except as such administration, supervision, and control is subject to the terms and conditions of this Agreement. The Village shall (i) maintain all necessary personnel and payroll records, (ii) compute wages and withhold applicable Federal, State and local taxes and Federal Social Security payments, (iii) remit employee withholdings to the proper government authorities and make employer contributions for Federal FICA and Federal and State unemployment insurance payments, (iv) pay net wages and fringe benefits, if any, directly to its employees, and (v) provide for liability, fidelity and Worker's Compensation insurance coverage on behalf of the Village personnel assigned to work in the School District.

The SRO shall be subject to all personnel policies and practices of the Village, except as such policies or practices may have to be modified to comply with the terms and conditions of this Agreement. The Village, shall, in its sole discretion, have the power and authority to hire, discipline, and discharge the SRO. With regard to disciplinary actions related to services provided under this Agreement, the Village shall consult with the School District on such disciplinary actions, however, the Village shall have the sole discretion and authority to discipline the SRO.



13. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein. This Agreement supersedes all previous communications, representations or agreements, either verbal or written, between the parties.
14. If any provision of this Agreement is determined invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.
15. The Village shall defend, indemnify and hold the School District and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, and costs of suit or defense, arising out of, resulting from or alleged to arise out of or resulting from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the Village and their officers, employees, and agents in connection with their performance under this Agreement, to the extent allowed by law. The Village indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the negligence, misconduct or breach by the School District, its officials, officers, employees, agents or representatives.

The School District shall defend, indemnify and hold the Village and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, and costs of suit or defense, arising out of, resulting from or alleged to arise out of or resulting from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the School District and its officers, employees, and agents in connection with its performance under this Agreement, to the extent allowed by law. The School District's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses to the extent arising out of or resulting from the negligence, misconduct or breach by the Village its officials, officers, employees, agents or representatives.

The above references to "losses, expenses, cost of suit or defense" do not include attorney's fees.

16. The School District has the right to refuse the officer selected for the assignment, or to request the reassignment of the SRO after his/her appointment by the Police Chief. However, if the selected officer is refused or if the District requests his/her reassignment, the Village cannot guarantee there will be enough manpower to reassign someone else.
17. This Agreement shall be valid until August 31, 2026. This Agreement may be terminated by either party without cause upon providing the other written Notice of Termination between February 1 and February 28<sup>th</sup> of each year.
18. This Agreement shall be construed in accordance with the law and constitution of the State of Illinois and shall be enforceable by either party in accordance with applicable law. Proper venue shall be in the Sixteenth Judicial Circuit, Kane County.
19. This Agreement may be executed in multiple original counterparts, each of which shall constitute an original document, and all of which in the aggregate shall constitute one and the same agreement.
20. All notice by the parties shall be sent to the following addresses:

- a. Sugar Grove Police Department  
***10 S Municipal Drive***  
***Sugar Grove, IL 60554.***
- c. Kaneland Community Unit School District 302  
***47W326 Keslinger Road***  
***Maple Park, IL 60151***

The remainder of this page is intentionally left blank.

**SIGNED AND AGREED TO BY:**

KANELAND COMMUNITY UNIT  
SCHOOL DISTRICT 302

By: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois on this 15<sup>th</sup> day of August, 2023.

\_\_\_\_\_  
Jenifer Konen  
President of the Board of Trustees  
of the Village of Sugar Grove, Kane  
County, Illinois

ATTEST: \_\_\_\_\_  
Alison Murphy  
Clerk, Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____

