VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Tom Carpenter
Robert Kaiser
Dana Miller
Ray Matchett, Jr.
Lisa Meehling
Mike Blaies

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

VILLAGE ADMINISTRATOR
Matt Trout

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

VILLAGE ENGINEER
Tim Pruett, P.E.

VILLAGE ATTORNEY
Keck Brown, P.C.

THE PUBLIC CAN PARTICIPATE THROUGH THE ZOOM CLOUD MEETING APPLICATION AND CLICKING ON THE FOLLOWING LINK:
Join URL: **https://us02web.zoom.us/j/4478727673**
Meeting ID: 447 872 7673
We ask the public to mute their phone or mic until Public Participation
If you have any questions, please contact Matt Trout at mtrout@freeburg.com
Village Hall will be open to the public for this meeting

June 23, 2025

NOTICE
MEETING OF PERSONNEL & PUBLIC SAFETY COMMITTEE
(Personnel/Police/ESDA/Fire)
(Meehling/Blaies/Matchett/Miller)

A Personnel and Public Safety Committee Meeting of the Village of Freeburg will be held at the Municipal Center, Executive Board Room, **Wednesday, June 25, 2025, at 6:15 p.m.**

PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING

POLICE COMMITTEE

A. Old Business
   1. K9 Program
   2. SRO Contracts

B. New Business
   1. Investigator Position

PERSONNEL COMMITTEE:

A. Old Business
   1. Approval of May 28, 2025 Minutes

B. New Business
   1. Laura Gavin's End of Probation
   2. Lineman Position(s)

C. General Concerns
D. Public Participation
E. Adjourn

At said Personnel Meeting, the Village Trustees may vote on whether or not to hold an Executive Session to discuss the selection of a person to fill a public office [5 ILCS, 120/2 – (c) (3)], litigation [5 ILCS, 120/2 - (c)(11)] personnel [5 ILCS, 120/2 – (c)(1)]; real estate transactions [5 ILCS, 120/2 - (c)(5)], collective negotiating matters between the public body and its employees or their representatives [5 ILCS 120/2 (C)(2) or discussion of executive session minutes, 5 ILCS, 120/2-(c)(21)]

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE BOARD OF EDUCATION OF FREEBURG COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 70 AND THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS FOR A SCHOOL RESOURCE OFFICER PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the BOARD OF EDUCATION OF FREEBURG COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 70, St. Clair County, Illinois ("FCCS" or the "District"), and the VILLAGE OF FREEBURG, an Illinois municipal corporation ("Village") (collectively, the "Parties") this _____day of _____,2025.

WITNESSETH:

WHEREAS, FCCS operates Freeburg Community Consolidated School District No. 70, located in Freeburg, Illinois, which is within the Village's jurisdiction; and

WHEREAS, the Village operates the Freeburg Police Department ("Police Department"), which provides police services within the Village's jurisdiction; and

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

WHEREAS, the Village and FCCS are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act* (5 ILCS 220/2); and

WHEREAS, FCCS desires to have the services of one of the Village's police officers to perform the duties of a School Resource Officer ("SRO") at the District; and

WHEREAS, the Village and FCCS have determined it to be in the best interests of the Parties to enter into this Agreement; and

WHEREAS, the purpose of the School Resource Officer Program is to enhance positive relationships among members of the Freeburg Police Department, FCCS personnel, and FCCS students, parents, and other related service agencies in order to promote a safe and secure educational environment within the District's school; as well as to improve student attendance and reduce the issue of truancy; and

NOW, THEREFORE, in consideration of mutual promises, covenants, conditions,

and other valuable consideration, the receipt and sufficiency whereof are herein acknowledged, the Parties hereto agree as follows:

A. Definitions/Acronyms

Police Officer: A police officer employed by the Police Department but who is not specifically assigned to the District.

School Resource Officer (SRO): A police officer employed by the Police Department who is assigned to the District through this intergovernmental agreement with the Village.

District Administrators: To include but not limited to, the superintendent and building principals, or other persons as designated by the superintendent.

School Officers: The SRO and other school personnel and District Administrators who assist in reviewing student attendance records for purposes of preventing and reducing student truancy.

Freeburg Chief of Police: Chief of Police or other person(s) as designated by the Freeburg Chief of Police.

Administrator: To include but not limited to, the Superintendent or Village Administrator, or other persons as designated by the School or Village Board.

B. District's Authority Over the Educational Environment

The District has identified the need for a partnership with the Village and Police Department. The Police Department will partner with District Administrators to manage disruptive student behavior and discipline issues. Collaboration between the District's Administrators and the Police Department and respect for the important roles each party holds in connection with our community youth are essential to the success of the mission of both Parties. Where it is necessary for the Police Department to be present on school property, its employees will conduct themselves according to accepted legal practices, always recognizing the responsibility and authority of District's Administrators to manage the educational environment and to minimize any impacts its actions might have upon that environment.

The Parties recognize that disciplining students is for the District's Administrators to manage, especially in light of 105 ILCS 5/10-20.14(b), amended by P.A. 99-456, eff. 9-15-16. All school disciplinary measures shall be determined by the District's Administrators or other school personnel authorized by Board of Education Policy.

If a student in the District is believed to have committed an ordinance violation, criminal law or traffic violation, the SRO and District Administrator(s), and if needed, the Freeburg Chief of Police, shall meet to discuss possible charges against the student. Final discretion regarding whether to charge an individual with an ordinance, criminal, or traffic violation lies with the Police Department and/or St. Clair County State's Attorney.

The Police Department recognizes that assigning SROs to the District's buildings is not a substitute for effective student discipline policies.

C. Identified Needs for Services to Maintain the Educational Environment

The Police Department's activities, including but not limited to, the assignment of an SRO in the District's buildings, shall align to the District's identified needs for creating and maintaining the educational environment, as well as encouraging student attendance and engagement in the educational environment. All services rendered by the Police Department and the SRO shall seek to implement a partnership that creates effective and positive school student discipline that (a) functions in concert with efforts to address school safety and climate; (b) includes more than punitive measures, e.g., restorative discipline; (c) is clear, consistent, and equitable; and (d) reinforces positive behaviors.

1. The District's identified needs for services from the Police Department include the following:

   a. When requested, assistance with conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the District for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted by specially trained dogs. If a search produces evidence that a student has violated or is violating either the law, local ordinance, or the District's policies or rules, such evidence may be seized by school authorities and turned over to law enforcement authorities and disciplinary action may be taken. 105 ILCS 5/10-22.6 and 10-22.10a.

   b. Utilization by District's Administration of proper law enforcement agency resources when the safety and welfare of students and teachers are threatened by weapons and/or the illegal use of drugs and alcohol. 105 ILCS 5/10-21.4a.

   c. Immediate required reporting to local law enforcement authorities by the Superintendent or designees of batteries committed against teachers, teacher personnel, administrative personnel or educational support personnel. 105 ILCS 5/10-21.7.

   d. Immediate required notification by District's Administrators to a local law enforcement agency upon receiving a report that any person has been observed in possession of a firearm on school grounds, other than a law enforcement official engaged in the conduct of his or her official duties. 105 ILCS 5/10-27.1A.

   e. Upon receipt of a report from any school personnel regarding a verified incident involving a firearm in a school or on school owned or leased property, immediate required notification by the Superintendent or designees to the local law enforcement authorities of all such firearm-related incidents occurring in a school or on school property. 105 ILCS 5/10-27.lA.

   f. Upon receipt of a report from any school personnel regarding a verified incident involving drugs in a school or on school owned or leased property, immediate required reporting by the Superintendent or designees to the local law enforcement authorities of all such drug-related incidents occurring in a school or on school property. 105 ILCS 5/10-27.1B.

g. Assistance with reviewing student attendance records for purposes of reducing and preventing issues of student truancy, as part of a greater effort by the District to create an environment where students feel safe at school and to combat the known risks associated with student truancy, including but not limited to increased risk of substance abuse, school drop-out, and delinquency.

h. Implementation of other sections of the School Code and/or Board of Education policy that authorize District's Administrators to work with the Police Department for the purposes of keeping schools safe and providing education or training.

2. The Police Department has identified partnership needs from the District, which include each of the following:

a. Sharing required reports to applicable District Administrators whenever a child enrolled in the District is detained for proceedings under the Juvenile Court Act of 1987 (705 ILCS 405/), or for any criminal offense or any violation of a municipal county ordinance (105 ILCS 5/22-20). The report shall include the basis for detaining the child, circumstances surrounding the events that led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the appropriate District Administrators of developments and the disposition of the matter. District Administrators shall keep this information separate from the official school record of the student and ensure that it does not become part of the official school record of the student. Such information shall not be a public record and will be used solely by the appropriate school personnel that the District's Administrators determine has a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. 105 ILCS 5/22-20.

b. Sharing records with law enforcement in accordance with the Reciprocal Reporting Agreement between the District and the Freeburg Police Department. 705 ILCS 405/1-7(A)(8)(A) and 5-905(1)(h)(A) and see Section J. Reciprocal Reporting, below.

c. Collaborating with the District to combat the negative effects on a community which may be associated with truancy, such as an increased risk of substance abuse and delinquency.

d. Unless otherwise prohibited by law, statute, or regulation, other information in the possession of law enforcement and in which law enforcement determines such information is important to maintain the safety and security of students, employees, and patrons of the District.

D. School Resource Officer

The Police Department shall provide to the District one (1) Freeburg Police Officer who will be designated as the School Resource Officer "SRO." The purpose, responsibilities, functions, guidelines, and general operating procedure are incorporated in this Agreement and Exhibit A as though fully set forth herein. The Agreement may be only modified, amended, or otherwise changed by mutual written agreement between the Parties from time to time, as deemed necessary and expedient.

E. Compensation, Grant Funding, other State and Federal Funding

District shall provide, at its own expense, all necessary office space, furniture and furnishings,

office supplies, janitorial services, telephone, and other utilities for the officer in connection with the performance of his or her duties under this Agreement.

District shall not be liable for direct payment of wages or other compensation to the officer providing SRO services pursuant to this Agreement.

FCCS shall pay the costs outlined below to the Village as reimbursement for the SRO's salary for that portion of the school year that the SRO is assigned to District buildings, with said period not to exceed 180 days per year (i.e. a full school year), and with said amount being calculated pursuant to the contract between the Village and the Police Union as outlined below.

For the 2025-2026 school year, the District shall reimburse $87,500.00 (this is a one year contract to allow future contracts to fall in line with the Freeburg Police Union Contract). These amounts represent payment for the SRO's salary based on the contract between the Village and the Police Union, a pro rata portion (based on 180 days per school year) of employer's contribution made to Social Security, SLEP, or a health benefits plan to which the officer is entitled pursuant to the Union contract, and a pro rated portion of the officer's salary that is not covered by worker's compensation benefits.

The amounts listed above include payment by District to Village for any wages for time that the officer utilizes for training pertinent to the SRO services provided under this Agreement by SILEC (Southern Illinois Law Enforcement Commission)(i.e., recertification, D.A.R.E., etc.) during the term of this Agreement. The Parties agree that in the event that training is required that is not offered by SILEC, that the District and the Village shall be equally responsible for any costs or expenses related to that training during the term of this Agreement.

The Superintendent or designee and Police Chief or designee shall confer not less than five (5) days prior to the start of each month to determine the SRO's work schedule for the following month. For any week where the SRO will work in excess of 40 hours due to regularly assigned hours during the school day and assigned extra duty hours at the request of the District, District shall reimburse Village for overtime amounts to which SRO is entitled for services provided to the District, pursuant to the Union contract. It is anticipated that the SRO will work 7:30 a.m. to 3:30 p.m. Monday through Friday.

The Village shall transmit a monthly bill to the District for any salary, expenditures, or other expenses for which the District is responsible pursuant to the terms of this Agreement, not later than the 1st of the following month. Upon District's receipt of the monthly bills from the Village, all reimbursements for SRO services and related costs and expenses shall be due within forty-five (45) days of receipt. The monthly bill shall be billed for the months of August through May with the total cost divided equally in said months plus additional services requested by the district.

The SRO and/or Police Department may apply for grant funding if available to assist with payment of SRO salary and expenses. District shall provide any necessary District information for use in such applications upon request of SRO. The District may apply for grant funding available to the District. SRO and/or Police Department shall provide any necessary information for use in such applications upon request of the District. Copies of all completed grant applications shall be provided to District by Police Department and to the Police Department by the District when submitted.. Any and all amounts procured through grant funding and/or receipt of any funds made available through State or Federal school programs or legislation by the Police Department shall be used to offset the cost to the District for

payment of salary and expenses for the SRO and shall be reimbursed to the District for amounts previously paid during the term of this Agreement, if any.

F. SRO Schedule

It is the expectation of the District and the Village that the SRO will be assigned to the District full-time (40 hours/week) during the school year, not to exceed 180 days unless otherwise agreed upon between party administrators. The Parties agree that they shall develop a mutually agreeable schedule outlining the times where the SRO will be present at District buildings. It is the District's expectation that the SRO will be present during times when students are in attendance. Staffing issues at the Police Department may take precedent to the assignment of an SRO to the District.

G. District Oversight of SRO at District Buildings

The SRO will report to the building principals on all information related to said principals. The building principals will be responsible for reporting to the Superintendent. Each District Administrator responsible for overseeing the SRO in his/her/their assigned building shall monitor the SRO and serve as a liaison between the SRO and the Superintendent, who shall submit any grievances, queries, complaints, and commendations regarding services performed under this Agreement to the Chief of Police.

H. SRO Employer; Assignments; Mentoring & Outreach; Supervision; Performance Evaluations; and Training

1. **Employer.** SROs are employed solely by the Village. The District is not the employer and does not employ any SROs that are assigned to any of its school buildings, grounds, functions, or activities. The District is not and shall not be considered a joint employer of the assigned SROs for purposes of any State or Federal employment law, including but not limited to: the Fair Labor Standards Act (FLSA); Title VII of the Civil Rights Act of 1964 (Title VII); the Equal Pay Act, the Illinois Human Rights Act (IHRA), Title IX of the Education Amendments (Title IX), the Rehabilitation Act, the Age Discrimination in Employment Act (ADEA), the Americans with Disability Act (ADA), the ADA Amendments Act (ADAAA), and the Family and Medical Leave Act (FMLA). The SRO remains covered by the Village's insurance and continues to enjoy the immunities specific to his or her employment with the Village. *Section B, District Authority Over the Educational Environment,* above shall apply to the District's specific responsibilities for monitoring the performance of assigned SROs while in District's school buildings as their duties pertain to fulfilling the identified needs and goals of a District building.

2. **Assignments.** The SRO shall be assigned to the District for one hundred and eighty (180) days per year, starting on the first day of school, as designated by the official school calendar, and ending on the last day of school, as designated on the official school calendar for the year in effect. SROs shall be assigned to District's buildings based on a schedule developed by the District's Administrators in consultation with the SRO, as outlined in Section F above.

SRO duties include those specifically outlined in this Agreement and in attached Exhibit A, Roles and Responsibilities, incorporated herein. To be eligible for

assignment, SRO shall meet the qualifications outlined in attached Exhibit B, Qualifications of the SRO.

a. **Work Hours, Uniform, and Visibility on Campus.** The SRO shall remain on school grounds for eight (8) hours during each day, except when necessary to attend a law enforcement emergency, to attend any meetings or trainings described in this Agreement, or on limited occasions to attend to official law enforcement business off campus. For those days the SRO is not able to be on campus due to his or her need to attend to official law enforcement business off campus, the Village shall provide a qualified replacement SRO to the District. For any days that neither the SRO nor a qualified replacement are on campus, the District shall not be responsible for the per diem cost of the SRO (2025-26: $486.11). For all days that SRO is not on campus for purposes that are unrelated to the District's needs, such days shall be noted on monthly bills and amounts for those days not included in bills for reimbursement.

   At all times, the SRO shall give the Superintendent reasonable advance notice when the SRO is not expected to be on campus during a scheduled work day, and the Police Department may provide a replacement SRO to the extent possible. In the event the SRO is unable to report to work due to a medical issue or a family emergency, the Village will contact the Superintendent prior to the start of the school day, if possible, and not later than one (1) hour after the Police Department is made aware of the SRO's inability to report to work that day.

   The SRO shall always wear the official law enforcement uniform or other apparel issued by the Police Department while serving on District property. The SRO shall always be highly visible, when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur.

   As noted in Section F above, the Parties shall create a mutually agreeable schedule outlining when the SRO is expected to be on each campus. The Parties agree that, in accordance with the agreed upon schedule, the SRO may be required to participate in or attend school functions after the SRO's regular duty hours. In the event an activity is not on the agreed upon schedule, the Parties agree to amend the schedule when it can reasonably be amended.

   Half days and E-Learning days shall be considered days in the 180 total school days.

b. **Student Search Assistance.** When requested, the SRO will assist with conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the District 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 produces evidence that the student has violated or is violating the law, local ordinance, or the District's policies or rules, such evidence may be seized by school authorities and/or turned over to law enforcement authorities, and disciplinary action may be taken. 105 ILCS 5/10-22.6 and 10-22.10a.

c. **Administrative Hearings.** Upon request of the Superintendent, the SRO will attend suspension review and/or expulsion hearings. The SRO will be prepared to provide testimony on any actions that were taken by the SRO and any personally observed

conduct witnessed by the SRO. In addition, to the extent any evidence of the student's misconduct is in possession of the Police Department, the SRO, at the request of the Superintendent or designees, will have available such evidence at the hearing. Such item will be returned to Police Department custody at the conclusion of any proceedings related to the discipline of a student. Any time worked related to Administrative Hearings other than from Monday thru Friday, 7:30 a.m.-3:30 p.m., is considered overtime.

d. **Truancy / Student Attendance.** The SRO's duties shall include monitoring student attendance and taking steps to prevent and reduce the issue of truancy within the District. Pursuant to the Illinois School Student Records Act (ISSRA) 105 ILCS 10/, 23 Ill. Admin. Code Part 375, and the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g, 34 C.F.R. Part 99, the SRO shall have limited access to school student records, as a School Official, solely for the purpose of reviewing student attendance records as part of the District's efforts to prevent and reduce truancy. The school student records reviewed by the SRO in his or her role as a School Official responsible for reviewing student attendance and combating truancy shall not be released to the Police Department. The SRO is not authorized to disclose school student records to the Police Department. The District will make the determination if a record is a school student record.

3. **Insurance.** Each Party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than $5,000,000 per occurrence and in the aggregate. Each Party may satisfy the insurance obligations under this paragraph by utilizing excess or umbrella insurance. Each Party shall name the other Parties as an additional insured on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against the other Parties. The District and the Village agree that each shall include the other on its insurance policy and shall provide the other with a Certificate of Additional Insured each year on the anniversary of the execution of this Agreement.

   The District and Village shall maintain normal and appropriate insurance coverage that will be in effect for the duration of this Agreement. Nothing in the Agreement shall be construed as a waiver of any governmental immunity including but not limited to sovereign immunity or official immunity available to either the District or Village or their agents. The Parties hereby expressly reserve all immunities available under Federal or Illinois law.

4. **Mentoring & Outreach.** The SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, parents, and other members of the school community; and shall encourage students to develop positive attitudes toward the school, education, law enforcement officers, and good citizenship in general. SRO will visit classrooms throughout the District to build relationships with students and staff. SRO shall provide law enforcement related education as outlined in the attached Exhibit A, SRO Roles and Responsibilities, incorporated herein.

Supervision. The SRO remains an employee of the Village while assigned to duty in the District. When the SRO is on duty at the District, he or she is subject to compliance with District's policies and oversight by the Superintendent and the building principals. With input from the Police Department, the Superintendent and the building principals will monitor the SRO, based upon the individual SRO's needs, Board of Education Policies, available local resources, specific school building needs, and geographical realities. All Parties expect excellence from the SRO and are committed to frequent communications between Superintendent and the SRO in order to maintain a successful arrangement. Further, the SRO and the building principals shall meet on a regular basis to discuss issues, duties, and responsibilities.

5. **SRO Selection.** The Village shall post the job description contained in Exhibit A for the SRO assignment. The selection of the applicant will be by mutual agreement between the Village and the District. In the event the Village determines the assigned officer would be best utilized by assignment in a different capacity or for any other reasonable cause, the officer may be reassigned by the Village and another qualified officer may be assigned to the District, provided the replacement officer is acceptable to District.

6. **Required Training.** Consistent with 105 ILCS 5/10-20.67, after January 1, 2021, the Police Department shall ensure that the SRO provided to the District has completed all necessary trainings developed and approved for school resource officers. *See also 50* ILCS 705/10.22. The Police Department shall provide the District with a certificate of completion from this training, or an approved waiver issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act indicating that the SRO has completed the required course or has prior experience and training satisfying the statutory training requirements.

   SRO shall be trained by the District in the use of isolated time out, time out, or physical restraint as these terms are defined in 23 Ill.Adm.Code §1.285. SRO will cooperate with any requests to document the use of the isolated time out, time out, or physical restraint.

I. Record Sharing

All Parties recognize the privacy protections of Federal and State law in disclosure of student records. When sharing information, State and Federal laws regarding school student records apply. *See* the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; 34 C.F.R. Part 99 and the Illinois School Student Records Act, 105 ILCS 10/; 23 Ill. Admin. Code Part 375. The SRO is considered as a "school official" as that term is defined by the above State and Federal laws. The applicable Federal and/or State law shall control, and the District may refuse disclosure requests by the Police Department without a warrant or a subpoena/court order. The SRO and Freeburg Police Officers shall always recognize and comply with the confidentiality of student and education records and may only seek such records in accordance with the requirements of Board Policy 7:340, *Student Records.*

School student records may only be released to the Police Department by the building

principal or Superintendent. Information kept by law enforcement professionals working in a school is not considered a school student record. *See* 105 ILCS 10/2. Information derived from reports of law enforcement to principals regarding students detained for proceedings are not considered a school student record. 105 ILCS 5/22-20. School student records as used in this Agreement are those records defined by law and Board of Education Policy.

Within its standard operating procedures, the Police Department will include training for its officers about these laws, along with information about how to access the District's policies and procedures for school student records. For general guidance all Parties will refer to Guidelines for Interviews of Students at School by Law Enforcement Authorities (Illinois Council of School Attorneys, Revised September 2020) at https://www.iasb.com/IASB/media/Documents/ICSAGuidelinesforinterviewsofStudents.pdf *School Resource Officers, School Law Enforcement Units, and the Family Education Rights and Privacy Act (FERPA),* U.S. DEPT. OF EDUCATION (PTAC FAQ, February 2019), https://studentprivacy.ed.gov/sites/default/files/resource_document/file/SRO

J. Reciprocal Reporting of Criminal Offenses Committed by Students

As outlined in Section C.2.b. above, the District and the Freeburg Police Officers shall at all times recognize and comply with (a) the School Code requirements for a reciprocal reporting system regarding criminal offenses committed by students (105 ILCS 5/10-20.14), and (b) the Juvenile Court Act of 1987, and the School Code's requirements for the management and sharing of law enforcement records and other information about students who have contact with the Police Department.

Nothing in this Agreement is intended to impose upon any Party a duty to report information to any other Party that is not otherwise required by law. This Agreement shall not be interpreted as making an obligation of a Party mandatory that is otherwise discretionary under the law or vice versa. No Party to this Agreement waives any defenses or immunities it otherwise has under the law, including, without limitation, any immunities under Sections 2- 204 or 2-205 of the Local Governmental and Governmental Employees Tort Immunity Act or the State Employee Indemnification Act. 5 ILCS 350/1.

K. School Security Video Recordings

The District will provide access to its live feeds to their buildings and grounds in the event of a health or safety emergency. Access is strictly to allow Police Department tactical forces to become familiar with current conditions that underlie the health or safety emergency in the District's building(s).

L. Cell Phone/Electronic Device Searches

The established procedures between the Parties for searching cell phones/electronic devices must be followed. All Parties agree that cell phone/electronic device searches involve Fourth Amendment search and seizure issues and the Federal Stored Communication Act (SCA) (18 U.S.C. S2701) issues. Generally, asking for permission, calling the parents to come and search the phone, or getting a warrant solves this issue. Investigations of sexting allegations shall follow the District's administrative procedure.

M. Agency and Police Interviews

Interview by Police at school for law enforcement purposes will be permitted to the extent authorized and consistent with any Board of Education Policy or administrative procedure that is in effect, as well as 105 ILCS 5/22-85 of the Illinois School Code. Under no circumstances will the SRO or law enforcement be permitted to detain and question a student on school grounds who is under 18 and suspected of committing criminal acts without first making reasonable efforts to ensure that the student's parent or guardian or school personnel are present during the questioning. Upon request from law enforcement a copy of the Board Policy and procedures will be provided to the law enforcement official. *See* Board Policy 7:150, *Agency and Police Interviews.*

Within its standard operating procedures, the Police Department will include training for its officers about this policy and procedure with information about how to access the District's policies and procedures. If requested, the Superintendent or designees will attend such training.

N. Indemnification

The Village and Police agree to indemnify, defend and hold harmless the District, board members, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from any and all acts and/or omissions of the officer or the Village.

District agrees to indemnify, defend and hold harmless the Village and Police, its board members, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from any and all acts and/or omissions of District.

0. General Provisions

1. Scope of Agreement.

This Agreement constitutes the entire agreement between the Parties concerning police school resource officer services to District by the Police Department of the Village and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Each Party hereto agrees to execute such further documents and to take such further steps as the other Parties reasonably determine may be necessary or desirable to effectuate the purposes of this Agreement.

Each party hereto shall comply with all applicable laws, rules, ordinances,

guidelines, consent decrees and regulations of a federal, state or other government authority.

2. **Amendment**

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a Party hereto unless made in writing and duly signed by all Parties. A failure of or delay by any Party to this Agreement to enforce any of the provisions of this Agreement at any time, or to require performance of any of the provisions hereof at any time, shall in no way be construed to be a waiver of such provision. A waiver by any Party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.

3. **Assignment**

No party to this Agreement may assign it or its rights or obligations.

4. **Notices**

All notices required pursuant to this Agreement shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested, or by overnight express delivery to the address of the Party set forth below or as otherwise directed in writing by such Party or as provided under applicable state law. Notice is deemed given three (3) days after being deposited in the U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address.

To the Board:

Freeburg Community Consolidated School District No.
70 Attn: Superintendent
408 S. Belleville St.
Freeburg, IL 62243

With a copy to:

Heidi Eckert
Blitz, Bardgett, and Deutch
120 South Central Ave; Suite 1500
St. Louis, MO 63105 (Counsel for FCCS)

To the Village:

Freeburg Police Department
Attn: Chief of Police
14 Southgate Center
Freeburg, IL 62243

With a copy to:

Keck Brown, P.C.
Frederick W. Keck

3121 N Illinois St.
Suite C
Swansea, IL 62226

5. Governing Law

This Agreement shall be construed in accordance with and pursuant to the laws of the State of Illinois.

6. Non-Waiver of Breach

The failure of any Party to insist upon strict performance of any of the terms or conditions of this Agreement shall not be construed to be a waiver of such term or condition or any subsequent breach of it.

7. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it, and it shall be construed in all respects as if such invalid or unenforceable provision were omitted.

If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision or clause shall be reformed to approximate, as nearly as possible the intent of the parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.

8. Enforcement

No Party to this Agreement shall be liable for any negligent or wrongful acts, either by omission or commission, chargeable to the Party. This Agreement shall not be construed to create a duty owed by any Party to any third party. The District and the Village agree that the exclusive claims or remedies for breach of this Agreement are limited to an action for specific performance or mandamus action or termination of the Agreement. Each Party waives any and all other claims and remedies, direct or indirect, by way of subrogation or otherwise, that it may have against the other Parties arising out of the performance or non- performance of any provision of this Agreement.

9. Term of Agreement

This Agreement shall remain in full force and effect from the date of execution through the end of the 2025-2026 school year.

10. Program Review

Prior to July 1st of each year of this Agreement, the Parties will meet to review the SRO program at the District and discuss the Parties' intent for the following school year. The Village shall cooperate with the District to prepare a report for the Board's review, with a recommendation to keep, modify, or terminate the SRO program.

11. Term

The Parties agree to meet and confer regarding any Party's necessary or requested

changes to provisions of this Agreement during that term. Any changes must be made in writing and signed by both Parties. Neither Party may make any unilateral change or termination to this Agreement. The Parties may, by mutual agreement, terminate this Agreement and if that occurs during a month of the Agreement, the money owed to the Village will be prorated to account solely for the SRO's days of service.

12. Binding Effect

This Agreement shall bind the heirs, executors, administrators, successors, and assigns of the parties hereto.

13. Time of the Essence

It is specifically declared that time is of the essence of the Agreement.

14. Entire Agreement

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any Party except to the extent incorporated in this Agreement.

15. Paragraph Headings

The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or add in the interpretation of the provisions of this Agreement.

16. Incorporation of Recitals

The recitals set forth above are hereby incorporated into and made a part of this Agreement.

17. Authority to Execute

Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original; but all of which together shall constitute the same instrument.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the___day of_____, 2025.

FOR THE BOARD OF EDUCATION OF THE FREEBURG COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 70	FOR THE VILLAGE OF FREEBURG, A MUNICIPAL CORPORATION
_____	_____
President, Board of Education the Freeburg Community Consolidated School District No. 70	*Mayor, Village of Freeburg*
ATTEST:	ATTEST:
_____	_____
Its Secretary	*Village Clerk*

EXHIBIT A: SRO Roles and Responsibilities

SAFETY: The position's number one priority is student and staff safety on campus. Specifically, the SRO will:

- Review safety manuals and lead district teams in the development and/or expansion of Crisis Plans
- Assist with emergency response planning and ensure quick response times occur when issues arise that require the presence of law enforcement
- Complete safety assessments on the interior and exterior of the buildings multiple times throughout the school day and offer suggestions for improvements
- Provide resources and referrals to students who are victims, witnesses, or perpetrators of criminal offenses
- Support school staff in upholding the student handbook
- Work with the school administration, FPD, and/or state's attorney to consider restorative justice practices
- Respond immediately to any criminal act which disrupts the learning environment and/or compromises the safety of students and staff
- Investigate and report violations of criminal law on school grounds
- Assist with security at school events and/or functions as requested
- Work with district administrations to assist other officers with outside investigations relating to FCCS student safety

EDUCATION: The SRO serves as a resource liaison between the school and the Freeburg Police Department. The SRO gives students, teachers, and families someone from whom to seek guidance on law enforcement matters. Specifically, the SRO will:

- Initiate, develop, and deliver educational programs involving law enforcement and the school.
    - Topics include but are not limited to:
        - Tobacco, alcohol, and drug use
        - Bullying prevention
        - Gang violence
        - Conflict resolution
        - Crisis management
        - Violence Prevention
        - School Safety
        - Personal safety
        - Understanding the law- criminal activity and consequences
        - Interacting with law enforcement officials
        - Role of the SRO and law enforcement
    - The recipients of these programs may include:
        - Students

        - Parents/School Community Members
        - Administrators, Teachers, and Staff
        - Freeburg Police Department
        - FCCS administration and school board
        - Other school-based groups
    - Such programs may take several forms, including:
        - Guest lecturer in the classroom
        - In-services to school and police personnel
        - Presentations to the community
        - Informal exchanges with students, parents, school personnel, and the community
- Provide guidance to students, staff, parents, and school community members as requested
- Remain current and grow professionally on topics surrounding school/student safety through study, participation in professional activities, and SRO-specific training

COMMUNITY RELATIONS: The SRO provides students with another trustworthy adult to talk to within the school environment. The SRO builds connections with students, staff, and the school community, and serves as a resource liaison who is a familiar face to assist both students and staff. Specifically, the SRO will:

- Support and serve students and staff in law enforcement situations when requested by the principal, student, or parent
- Act as a resource person to answer questions that students, parents, and staff may have concerning law enforcement matters
- Provide a conduit for communication between law enforcement agencies and FCCS on issues pertaining to student safety
- Work collaboratively with counselors, social workers, admin, and faculty to refer students and/or families to the appropriate assistance agencies when needed
- Attend extracurricular activities held at FCCS, as requested
- Promote a positive relationship between students and law enforcement officials
- Work collaboratively with FCCS, SROs from other jurisdictions within the County, and the County Probation and Health Departments to create safe and drug free schools and promote healthy youth development
- Facilitate rapport between students, faculty, and parents by being available before, during, and after school
- Encourage input from the school and community to develop ongoing policies that promote a safe and inclusive school environment
- Collaborate with administration and/or social worker to address truancy, possible threats to student safety, and/or other aspects that may deter a student from attending school.

EXHIBIT B: QUALIFICATIONS OF THE SRO

The SRO must, at a minimum, possess the following qualifications:

1. Be a certified police officer with the Police Department;
2. Be off probation as a police officer with the Police Department;
3. Have experience working with youths;
4. Have completed training regarding the duties and responsibilities of a school resource officer, as selected by the Chief of Police;
5. Have completed (after January 1, 2021) all necessary training developed and approved for school resource officers (50 ILCS 705/10.22);
6. Have strong verbal, written, and interpersonal skills, including public speaking;
7. Be able to function as a strong role model for students in the District; and
8. Possess an even temperament and set a good example for students.

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE BOARD OF EDUCATION OF FREEBURG COMMUNITY HIGH SCHOOL DISTRICT #77 AND THE VILLAGE OF FREEBURG, ST. CLAIR COUNTY, ILLINOIS FOR A SCHOOL RESOURCE OFFICER PROGRAM

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the BOARD OF EDUCATION OF FREEBURG COMMUNITY HIGH SCHOOL DISTRICT #77, St. Clair County, Illinois ("FCHS" or the "District"), and the VILLAGE OF FREEBURG, an Illinois municipal corporation ("Village") (collectively, the "Parties") this _____ day of _____, 2025.

WITNESSETH:

WHEREAS, FCHS operates Freeburg Community High School, located in Freeburg, Illinois, which is within the Village's jurisdiction; and

WHEREAS, the Village operates the Freeburg Police Department ("Police Department"), which provides police services within the Village's jurisdiction; and

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

WHEREAS, the Village and FCHS are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act* (5 ILCS 220/2); and

WHEREAS, FCHS desires to have the services of one of the Village's police officers to perform the duties of a School Resource Officer ("SRO") at the District; and

WHEREAS, the Village and FCHS have determined it to be in the best interests of the Parties to enter into this Agreement; and

WHEREAS, the purpose of the School Resource Officer Program is to enhance positive relationships among members of the Freeburg Police Department, FCHS personnel, and FCHS students, parents, and other related service agencies in order to promote a safe and secure educational environment within the District's school; as well as to improve student attendance and reduce the issue of truancy; and

NOW, THEREFORE, in consideration of mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof are herein acknowledged, the Parties hereto agree as follows:

A. Definitions/Acronyms

Police Officer: A police officer employed by the Police Department but who is not specifically assigned to the District.

School Resource Officer (SRO): A police officer employed by the Police Department who is assigned to the District through this intergovernmental agreement with the Village.

District Administrators: To include but not limited to, the superintendent and building principals, or other persons as designated by the superintendent.

School Officers: The SRO and other school personnel and District Administrators who assist in reviewing student attendance records for purposes of preventing and reducing student truancy.

Freeburg Chief of Police: Chief of Police or other person(s) as designated by the Freeburg Chief of Police.

B. District's Authority Over the Educational Environment

The District has identified the need for a partnership with the Village and Police Department. The Police Department will partner with District Administrators to manage disruptive student behavior and discipline issues. Collaboration between the District's Administrators and the Police Department and respect for the important roles each party holds in connection with our community youth are essential to the success of the mission of both Parties. Where it is necessary for the Police Department to be present on school property, its employees will conduct themselves according to accepted legal practices, always recognizing the responsibility and authority of District's Administrators to manage the educational environment and to minimize any impacts its actions might have upon that environment.

The Parties recognize that disciplining students is for the District's Administrators to manage, especially in light of 105 ILCS 5/10-20.14(b), amended by P.A. 99-456, eff. 9-15-16. All school disciplinary measures shall be determined by the District's Administrators or other school personnel authorized by Board of Education Policy.

If a student in the District is believed to have committed an ordinance violation, criminal law or traffic violation, the SRO and District Administrator(s), and if needed, the Freeburg Chief of Police, shall meet to discuss possible charges against the student. Final discretion regarding whether to charge an individual with an ordinance, criminal, or traffic violation lies with the Police Department and/or St. Clair County State's Attorney.

The Police Department recognizes that assigning SROs to the District's buildings is not a substitute for effective student discipline policies.

C. Identified Needs for Services to Maintain the Educational Environment

The Police Department's activities, including but not limited to, the assignment of an SRO in the District's buildings, shall align to the District's identified needs for creating and maintaining the educational environment, as well as encouraging student attendance and engagement in the educational environment. All services rendered by the Police Department

and the SRO shall seek to implement a partnership that creates effective and positive school student discipline that (a) functions in concert with efforts to address school safety and climate; (b) includes more than punitive measures, e.g., restorative discipline; (c) is clear, consistent, and equitable; and (d) reinforces positive behaviors.

1. The District's identified needs for services from the Police Department include the following:

a. When requested, assistance with conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the District for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted by specially trained dogs. If a search produces evidence that a student has violated or is violating either the law, local ordinance, or the District's policies or rules, such evidence may be seized by school authorities and turned over to law enforcement authorities and disciplinary action may be taken. 105 ILCS 5/10-22.6 and 10-22.10a.

b. Utilization by District's Administration of proper law enforcement agency resources when the safety and welfare of students and teachers are threatened by weapons and/or the illegal use of drugs and alcohol. 105 ILCS 5/10-21.4a.

c. Immediate required reporting to local law enforcement authorities by the Superintendent or designees of batteries committed against teachers, teacher personnel, administrative personnel or educational support personnel. 105 ILCS 5/10-21.7.

d. Immediate required notification by District's Administrators to a local law enforcement agency upon receiving a report that any person has been observed in possession of a firearm on school grounds, other than a law enforcement official engaged in the conduct of his or her official duties. 105 ILCS 5/10-27.1A.

e. Upon receipt of a report from any school personnel regarding a verified incident involving a firearm in a school or on school owned or leased property, immediate required notification by the Superintendent or designees to the local law enforcement authorities of all such firearm-related incidents occurring in a school or on school property. 105 ILCS 5/10-27.1A.

f. Upon receipt of a report from any school personnel regarding a verified incident involving drugs in a school or on school owned or leased property, immediate required reporting by the Superintendent or designees to the local law enforcement authorities of all such drug-related incidents occurring in a school or on school property. 105 ILCS 5/10-27.1B.

g. Assistance with reviewing student attendance records for purposes of reducing and preventing issues of student truancy, as part of a greater effort by the District to create an environment where students feel safe at school and to combat the known risks associated with student truancy, including but not limited to increased risk of substance abuse, school drop-out, and delinquency.

h. Implementation of other sections of the School Code and/or Board of Education policy that authorize District's Administrators to work with the Police Department for the purposes of keeping schools safe and providing education or training.

2. The Police Department has identified partnership needs from the District, which include each of the following:

a. Sharing required reports to applicable District Administrators whenever a child enrolled in the District is detained for proceedings under the Juvenile Court Act of 1987 (705 ILCS 405/), or for any criminal offense or any violation of a municipal county ordinance (105 ILCS 5/22-20). The report shall include the basis for detaining the child, circumstances surrounding the events that led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the appropriate District Administrators of developments and the disposition of the matter. District Administrators shall keep this information separate from the official school record of the student and ensure that it does not become part of the official school record of the student. Such information shall not be a public record and will be used solely by the appropriate school personnel that the District's Administrators determine has a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. 105 ILCS 5/22-20.

b. Sharing records with law enforcement in accordance with the Reciprocal Reporting Agreement between the District and the Freeburg Police Department. 705 ILCS 405/1-7(A)(8)(A) and 5-905(l)(h)(A) and see Section J. Reciprocal Reporting, below.

c. Collaborating with the District to combat the negative effects on a community which may be associated with truancy, such as an increased risk of substance abuse and delinquency.

d. Unless otherwise prohibited by law, statute, or regulation, other information in the possession of law enforcement and in which law enforcement determines such information is important to maintain the safety and security of students, employees, and patrons of the District.

D. School Resource Officer

The Police Department shall provide to the District one (1) Freeburg Police Officer who will be designated as the School Resource Officer "SRO." The purpose, responsibilities, functions, guidelines, and general operating procedure are incorporated in this Agreement and Exhibit A as though fully set forth herein. The Agreement may be only modified, amended, or otherwise changed by mutual written agreement between the Parties from time to time, as deemed necessary and expedient.

E. Compensation, Grant Funding, other State and Federal Funding

District shall provide, at its own expense, all necessary office space, furniture and furnishings, office supplies, janitorial services, telephone, and other utilities for the officer in connection with the performance of his or her duties under this Agreement.

District shall not be liable for direct payment of wages or other compensation to the officer providing SRO services pursuant to this Agreement.

FCHS shall pay the costs outlined below to the Village as reimbursement for the SRO's salary for that portion of the school year that the SRO is assigned to District's buildings, with said period not to exceed 180 days per year (i.e. a full school year), and with said amount being calculated pursuant to the contract between the Village and the Police Union as outlined below.

For the 2025-2026 school year the District shall reimburse $87,500.00 (this is a one year contract to allow future contracts to fall in line with the Freeburg Police Union Contract). These amounts represent payment for the SRO's salary based on the contract between the Village and the Police Union, a pro rata portion (based on 180 days per school year) of employer's contribution made to Social Security, SLEP, or a health benefits plan to which the officer is entitled pursuant to the Union contract, and a pro rata portion of the officer's salary that is not covered by worker's compensation benefits.

The amounts listed above include payment by District to Village for any wages for time that the officer utilizes for training pertinent to the SRO services provided under this Agreement by SILEC (Southern Illinois Law Enforcement Commission)(i.e., recertification, D.A.R.E., etc.) during the term of this Agreement. The Parties agree that in the event that training is required that is not offered by SILEC, that the District and the Village shall be equally responsible for any costs or expenses related to that training during the term of this Agreement.

The Superintendent or designee and Police Chief or designee shall confer not less than five (5) days prior to the start of each month to determine the SRO's work schedule for the following month. For any week where the SRO will work in excess of 40 hours due to regularly assigned hours during the school day and assigned extra duty hours at the request of the District, District shall reimburse Village for overtime amounts to which SRO is entitled for services provided to the District, pursuant to the Union contract.

The Village shall transmit a monthly bill to the District for any salary, expenditures, or other expenses for which the District is responsible pursuant to the terms of this Agreement, not later than the 1st of the following month. Upon District's receipt of the monthly bills from the Village, all reimbursements for SRO services and related costs and expenses shall be due within forty-five (45) days of receipt. The monthly bill shall be billed for the months of August through May with the total cost divided equally in said months plus additional services requested by the district.

The SRO and/or Police Department may apply for grant funding if available to assist with payment of SRO salary and expenses. District shall provide any necessary District information for use in such applications upon request of SRO. The District may apply for grant funding available to the District. SRO and/or Police Department shall provide any necessary information for use in such applications upon request of the District. Copies of all completed grant applications shall be provided to District by Police Department and to the Police Department by the District when submitted.. Any and all amounts procured through grant funding and/or receipt of any funds made available through State or Federal school programs or legislation by the Police Department shall be used to offset the cost to the District for payment of salary and expenses for the SRO and shall be reimbursed to the District for amounts previously paid during the term of this Agreement, if any.

F. SRO Schedule

It is the expectation of the District and the Village that the SRO will be assigned to the District full-time during the school year, not to exceed 180 days. The Parties agree that they shall develop a mutually agreeable schedule outlining the times where the SRO will be present at District buildings. It is the District's expectation that the SRO will be present during times when students are in attendance. Staffing issues at the Police Department may take precedent to the assignment of an SRO to the District.

G. District Oversight of SRO at District Buildings

The SRO will report to the building principals on all information related to said principals. The building principals will be responsible for reporting to the Superintendent. Each District Administrator responsible for overseeing the SRO in his/her/their assigned building shall monitor the SRO and serve as a liaison between the SRO and the Superintendent, who shall submit any grievances, queries, complaints, and commendations regarding services performed under this Agreement to the Chief of Police.

H. SRO Employer; Assignments; Mentoring & Outreach; Supervision; Performance Evaluations; and Training

1. **Employer**. SROs are employed solely by the Village. The District is not the employer and does not employ any SROs that are assigned to any of its school buildings, grounds, functions, or activities. The District is not and shall not be considered a joint employer of the assigned SROs for purposes of any State or Federal employment law, including but not limited to: the Fair Labor Standards Act (FLSA); Title VII of the Civil Rights Act of 1964 (Title VII); the Equal Pay Act, the Illinois Human Rights Act (IHRA), Title IX of the Education Amendments (Title IX), the Rehabilitation Act, the Age Discrimination in Employment Act (ADEA), the Americans with Disability Act (ADA), the ADA Amendments Act (ADAAA), and the Family and Medical Leave Act (FMLA). The SRO remains covered by the Village's insurance and continues to enjoy the immunities specific to his or her employment with the Village. *Section B, District Authority Over the Educational Environment,* above shall apply to the District's specific responsibilities for monitoring the performance of assigned SROs while in District's school buildings as their duties pertain to fulfilling the identified needs and goals of a District building.

2. **Assignments.** The SRO shall be assigned to the District for one hundred and eighty (180) days per year, starting on the first day of school, as designated by the official school calendar, and ending on the last day of school, as designated on the official school calendar for the year in effect. SROs shall be assigned to District's buildings based on a schedule developed by the District's Administrators in consultation with the SRO, as outlined in Section F above.

   SRO duties include those specifically outlined in this Agreement and in attached Exhibit A, Roles and Responsibilities, incorporated herein. To be eligible for assignment, SRO shall meet the qualifications outlined in attached Exhibit B, Qualifications of the SRO.

   a. **Work Hours, Uniform, and Visibility on Campus**. The SRO shall remain on school grounds for eight (8) hours during each day, except when necessary to attend a law enforcement emergency, to attend any meetings or trainings described in this Agreement, or on limited occasions to attend to official law enforcement business off campus. For those days the SRO is not able to be on campus due to his or her need to

attend to official law enforcement business off campus, the Village shall provide a qualified replacement SRO to the District. For any days that neither the SRO nor a qualified replacement are on campus, the District shall not be responsible for the per diem cost of the SRO (2025-26: $486.11). For all days that SRO is not on campus for purposes that are unrelated to the District's needs, such days shall be noted on monthly bills and amounts for those days not included in bills for reimbursement.

At all times, the SRO shall give the Superintendent reasonable advance notice when the SRO is not expected to be on campus during a scheduled work day, and the Police Department may provide a replacement SRO to the extent possible. In the event the SRO is unable to report to work due to a medical issue or a family emergency, the Village will contact the Superintendent prior to the start of the school day, if possible, and not later than one (1) hour after the Police Department is made aware of the SRO's inability to report to work that day.

The SRO shall always wear the official law enforcement uniform or other apparel issued by the Police Department while serving on District property. The SRO shall always be highly visible, when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur.

As noted in Section F above, the Parties shall create a mutually agreeable schedule outlining when the SRO is expected to be on each campus. The Parties agree that, in accordance with the agreed upon schedule, the SRO may be required to participate in or attend school functions after the SRO's regular duty hours. In the event an activity is not on the agreed upon schedule, the Parties agree to amend the schedule when it can reasonably be amended.

Half days and E-Learning days shall be considered days in the 180 total school days.

b. **Student Search Assistance**. When requested, the SRO will assist with conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the District 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 produces evidence that the student has violated or is violating the law, local ordinance, or the District's policies or rules, such evidence may be seized by school authorities and/or turned over to law enforcement authorities, and disciplinary action may be taken. 105 ILCS 5/10-22.6 and 10-22.10a.

c. **Administrative Hearings**. Upon request of the Superintendent, the SRO will attend suspension review and/or expulsion hearings. The SRO will be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. In addition, to the extent any evidence of the student's misconduct is in possession of the Police Department, the SRO, at the request of the Superintendent or designees, will have available such evidence at the hearing. Such item will be returned to Police Department custody at the conclusion of any proceedings related to the discipline of a student. Any time worked related to Administrative Hearings other than from Monday thru Friday, 7:30a.m.-3:30p.m., is considered overtime.

d. **Truancy / Student Attendance**. The SRO's duties shall include monitoring student attendance and taking steps to prevent and reduce the issue of truancy within the District. Pursuant to the Illinois School Student Records Act (ISSRA) 105 ILCS 10/, 23 Ill. Admin. Code Part 375, and the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g, 34 C.F.R. Part 99, the SRO shall have limited access to school student records, as a School Official, solely for the purpose of reviewing student attendance records as part of the District's efforts to prevent and reduce truancy. The school student records reviewed by the SRO in his or her role as a School Official responsible for reviewing student attendance and combating truancy shall not be released to the Police Department. The SRO is not authorized to disclose school student records to the Police Department. The District will make the determination if a record is a school student record.

3. **Insurance.** Each Party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than $5,000,000 per occurrence and in the aggregate. Each Party may satisfy the insurance obligations under this paragraph by utilizing excess or umbrella insurance. Each Party shall name the other Parties as an additional insured on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the Parties waive any right of subrogation that they or any of their agents may have against the other Parties. The District and the Village agree that each shall include the other on its insurance policy and shall provide the other with a Certificate of Additional Insured each year on the anniversary of the execution of this Agreement.

   The District and Village shall maintain normal and appropriate insurance coverage that will be in effect for the duration of this Agreement. Nothing in the Agreement shall be construed as a waiver of any governmental immunity including but not limited to sovereign immunity or official immunity available to either the District or Village or their agents. The Parties hereby expressly reserve all immunities available under Federal or Illinois law.

4. **Mentoring & Outreach**. The SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, parents, and other members of the school community; and shall encourage students to develop positive attitudes toward the school, education, law enforcement officers, and good citizenship in general. SRO will visit classrooms throughout the District to build relationships with students and staff. SRO shall provide law enforcement related education as outlined in the attached Exhibit A, SRO Roles and Responsibilities, incorporated herein.

5. **Supervision**. The SRO remains an employee of the Village while assigned to duty in the District. When the SRO is on duty at the District, he or she is subject to compliance with District's policies and oversight by the Superintendent and the building principals. With input from the Police Department, the Superintendent and the building principals will monitor the SRO, based upon the individual SRO's needs, Board of Education Policies, available local resources, specific school building needs, and geographical realities. All Parties expect excellence from the SRO and are committed to frequent communications between Superintendent and the SRO in order to maintain a successful arrangement.

Further, the SRO and the building principals shall meet on a regular basis to discuss issues, duties, and responsibilities.

6. **SRO Selection**. The Village shall post the job description contained in Exhibit A for the SRO assignment. The selection of the applicant will be by mutual agreement between the Village and the District. In the event the Village determines the assigned officer would be best utilized by assignment in a different capacity or for any other reasonable cause, the officer may be reassigned by the Village and another qualified officer may be assigned to the District, provided the replacement officer is acceptable to District.

7. **Required Training**. Consistent with 105 ILCS 5/10-20.67, after January 1, 2021, the Police Department shall ensure that the SRO provided to the District has completed all necessary trainings developed and approved for school resource officers. *See also* 50 ILCS 705/10.22. The Police Department shall provide the District with a certificate of completion from this training, or an approved waiver issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act indicating that the SRO has completed the required course or has prior experience and training satisfying the statutory training requirements.

   SRO shall be trained by the District in the use of isolated time out, time out, or physical restraint as these terms are defined in 23 Ill.Adm.Code §1.285. SRO will cooperate with any requests to document the use of the isolated time out, time out, or physical restraint.

I. Record Sharing

All Parties recognize the privacy protections of Federal and State law in disclosure of student records. When sharing information, State and Federal laws regarding school student records apply. *See* the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; 34 C.F.R. Part 99 and the Illinois School Student Records Act, 105 ILCS 10/; 23 Ill. Admin. Code Part 375. The SRO is considered as a "school official" as that term is defined by the above State and Federal laws. The applicable Federal and/or State law shall control, and the District may refuse disclosure requests by the Police Department without a warrant or a subpoena/court order. The SRO and Freeburg Police Officers shall always recognize and comply with the confidentiality of student and education records and may only seek such records in accordance with the requirements of Board Policy 7:340, *Student Records*.

School student records may only be released to the Police Department by the building principal or Superintendent. Information kept by law enforcement professionals working in a school is not considered a school student record. *See* 105 ILCS 10/2. Information derived from reports of law enforcement to principals regarding students detained for proceedings are not considered a school student record. 105 ILCS 5/22-20. School student records as used in this Agreement are those records defined by law and Board of Education Policy.

Within its standard operating procedures, the Police Department will include training for its officers about these laws, along with information about how to access the District's policies and procedures for school student records. For general guidance all Parties will refer to Guidelines for Interviews of Students at School by Law Enforcement Authorities (Illinois Council of School Attorneys, Revised September 2020) at https://www.iasb.com/IASB/media/Documents/ICSAGuidelinesforInterviewsofStudents.pdf and *School Resource Officers, School Law Enforcement Units, and the Family Education*

Rights and Privacy Act (FERPA), U.S. DEPT. OF EDUCATION (PTAC FAQ, February 2019), https://studentprivacy.ed.gov/sites/default/files/resource_document/file/SRO_FAQs_2-5-19_0.pdf.

J. Reciprocal Reporting of Criminal Offenses Committed by Students

As outlined in Section C.2.b. above, the District and the Freeburg Police Officers shall at all times recognize and comply with (a) the School Code requirements for a reciprocal reporting system regarding criminal offenses committed by students (105 ILCS 5/10-20.14), and (b) the Juvenile Court Act of 1987, and the School Code's requirements for the management and sharing of law enforcement records and other information about students who have contact with the Police Department.

Nothing in this Agreement is intended to impose upon any Party a duty to report information to any other Party that is not otherwise required by law. This Agreement shall not be interpreted as making an obligation of a Party mandatory that is otherwise discretionary under the law or vice versa. No Party to this Agreement waives any defenses or immunities it otherwise has under the law, including, without limitation, any immunities under Sections 2-204 or 2-205 of the Local Governmental and Governmental Employees Tort Immunity Act or the State Employee Indemnification Act. 5 ILCS 350/1.

K. School Security Video Recordings

The District will provide access to its live feeds to their buildings and grounds in the event of a health or safety emergency. Access is strictly to allow Police Department tactical forces to become familiar with current conditions that underlie the health or safety emergency in the District's building(s).

L. Cell Phone/Electronic Device Searches

The established procedures between the Parties for searching cell phones/electronic devices must be followed. All Parties agree that cell phone/electronic device searches involve Fourth Amendment search and seizure issues and the Federal Stored Communication Act (SCA) (18 U.S.C. S2701) issues. Generally, asking for permission, calling the parents to come and search the phone, or getting a warrant solves this issue. Investigations of sexting allegations shall follow the District's administrative procedure.

M. Agency and Police Interviews

Interview by Police at school for law enforcement purposes will be permitted to the extent authorized and consistent with any Board of Education Policy or administrative procedure that is in effect, as well as 105 ILCS 5/22-85 of the Illinois School Code. Under no circumstances will the SRO or law enforcement be permitted to detain and question a student on school grounds who is under 18 and suspected of committing criminal acts without first making reasonable efforts to ensure that the student's parent or guardian or school personnel are present during the questioning. Upon request from law enforcement a copy of the Board Policy and procedures will be provided to the law enforcement official. *See* Board Policy 7:150, *Agency and Police Interviews*.

Within its standard operating procedures, the Police Department will include training for its officers about this policy and procedure with information about how to access the District's policies and procedures. If requested, the Superintendent or designees will attend such

training.

N. Indemnification

The Village and Police agree to indemnify, defend and hold harmless the District, board members, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from any and all acts and/or omissions of the officer or the Village.

District agrees to indemnify, defend and hold harmless the Village and Police, its board members, officers, employees, volunteers, agents, successors and assigns, against any and all liabilities, damages, losses, expenses, causes of action, demands, claims, suits or judgments, including reasonable attorneys' fees of any nature, kind or description arising out of, caused by or resulting from any and all acts and/or omissions of District.

O. General Provisions

1. Scope of Agreement.

This Agreement constitutes the entire agreement between the Parties concerning police school resource officer services to District by the Police Department of the Village and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the Parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Each Party hereto agrees to execute such further documents and to take such further steps as the other Parties reasonably determine may be necessary or desirable to effectuate the purposes of this Agreement.

Each party hereto shall comply with all applicable laws, rules, ordinances, guidelines, consent decrees and regulations of a federal, state or other government authority.

2. Amendment

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a Party hereto unless made in writing and duly signed by all Parties. A failure of or delay by any Party to this Agreement to enforce any of the provisions of this Agreement at any time, or to require performance of any of the provisions hereof at any time, shall in no way be construed to be a waiver of such provision. A waiver by any Party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.

3. Assignment

No party to this Agreement may assign it or its rights or obligations.

4. Notices

All notices required pursuant to this Agreement shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested, or by overnight express delivery to the address of the Party set forth below or as otherwise directed in writing by such Party or as provided under applicable state law. Notice is deemed given three (3) days after being deposited in the U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address.

To the Board:

Freeburg Community High School District #77
Attn: Superintendent
401 S. Monroe St.
Freeburg, IL 62243

With a copy to:

Tueth Keeney Cooper Mohan & Jackstadt P.C.
Merry Rhoades
101 W. Vandalia Street, Suite 210
Edwardsville, IL 62025

(Counsel for FCHS)

To the Village:

Freeburg Police Department
Attn: Chief of Police
14 Southgate Center
Freeburg, IL 62243

With a copy to:

Keck Brown, P.C.
Frederick W. Keck
3121 N. Illinois St., Suite C
Swansea, IL 62226

5. Governing Law

This Agreement shall be construed in accordance with and pursuant to the laws of the State of Illinois.

6. Non-Waiver of Breach

The failure of any Party to insist upon strict performance of any of the terms or conditions of this Agreement shall not be construed to be a waiver of such term or condition or any subsequent breach of it.

7. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it, and it shall be construed in all respects as if such invalid or unenforceable provision were omitted.

If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision or clause shall be reformed to approximate, as nearly as possible the intent of the parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.

8. Enforcement

No Party to this Agreement shall be liable for any negligent or wrongful acts, either by omission or commission, chargeable to the Party. This Agreement shall not be construed to create a duty owed by any Party to any third party. The District and the Village agree that the exclusive claims or remedies for breach of this Agreement are limited to an action for specific performance or mandamus action or termination of the Agreement. Each Party waives any and all other claims and remedies, direct or indirect, by way of subrogation or otherwise, that it may have against the other Parties arising out of the performance or non-performance of any provision of this Agreement.

9. Term of Agreement

This Agreement shall remain in full force and effect from the date of execution through the end of the 2025-2026 school year.

10. Program Review

Prior to July 1st of each year of this Agreement, the Parties will meet to review the SRO program at the District and discuss the Parties' intent for the following school year. The Village shall cooperate with the District to prepare a report for the Board's review, with a recommendation to keep, modify, or terminate the SRO program.

11. Term

This Agreement shall be in effect not later than July 8th, 2025, and continue for one (1) year, up to and through July 31st, 2026.

"This Agreement shall be in effect upon signature of the Parties not later than July 8, 2025, and continue for One (1) year up to and including July 31, 2026.

The Parties agree to meet and confer regarding any Party's necessary or requested changes to provisions of this Agreement during that term. Any changes must be made in writing and signed by both Parties. Neither Party may make any unilateral change or termination to this Agreement. The Parties may, by mutual agreement, terminate this Agreement and if that occurs during a month of the Agreement, the money owed to the Village will be prorated to account solely for the SRO's days of service.

12. Binding Effect

This Agreement shall bind the heirs, executors, administrators, successors, and assigns of the parties hereto.

13. Time of the Essence

It is specifically declared that time is of the essence of the Agreement.

14. Entire Agreement

This Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any Party except to the extent incorporated in this Agreement.

15. Paragraph Headings

The titles to the paragraphs of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or add in the interpretation of the provisions of this Agreement.

16. Incorporation of Recitals

The recitals set forth above are hereby incorporated into and made a part of this Agreement.

17. Authority to Execute

Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original; but all of which together shall constitute the same instrument.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties have executed this Agreement on the ___ day of _____, 2025.

FOR THE BOARD OF EDUCATION OF THE FREEBURG COMMUNITY HIGH SCHOOL DISTRICT #77	FOR THE VILLAGE OF FREEBURG, A MUNICIPAL CORPORATION
_____	_____
President, Board of Education the Freeburg Community High School District #77	*Mayor, Village of Freeburg*
ATTEST:	ATTEST:
_____	_____
Its Secretary	*Its Secretary*

EXHIBIT A: SRO Roles and Responsibilities

SAFETY: The position's number one priority is student and staff safety on campus. Specifically, the SRO will:

- Review safety manuals and lead district teams in the development and/or expansion of Crisis Plans
- Assist with emergency response planning and ensure quick response times occur when issues arise that require the presence of law enforcement
- Complete safety assessments on the interior and exterior of the buildings multiple times throughout the school day and offer suggestions for improvements
- Provide resources and referrals to students who are victims, witnesses, or perpetrators of criminal offenses
- Support school staff in upholding the student handbook
- Work with the school administration, FPD, and/or state's attorney to consider restorative justice practices
- Respond immediately to any criminal act which disrupts the learning environment and/or compromises the safety of students and staff
- Investigate and report violations of criminal law on school grounds
- Assist with security at school events and/or functions as requested
- Work with district administrations to assist other officers with outside investigations relating to FCHS student safety

EDUCATION: The SRO serves as a resource liaison between the school and the Freeburg Police Department. The SRO gives students, teachers, and families someone from whom to seek guidance on law enforcement matters. Specifically, the SRO will:

- Initiate, develop, and deliver educational programs involving law enforcement and the school.
    - Topics include but are not limited to:
        - Tobacco, alcohol, and drug use
        - Bullying prevention
        - Gang violence
        - Conflict resolution
        - Crisis management
        - Violence prevention
        - School safety
        - Personal safety
        - Understanding the law – criminal activity and consequences
        - Interacting with law enforcement officials

        - Role of the SRO and law enforcement
    - The recipients of these programs may include:
        - Students
        - Parents/School Community Members
        - Administrators, Teachers, and Staff
        - Freeburg Police Department
        - FCHS administration and school board
        - Other school-based groups
    - Such programs may take several forms, including:
        - Guest lecturer in the classroom
        - In-services to school and police personnel
        - Presentations to the community
        - Informal exchanges with students, parents, school personnel, and the community
- Provide guidance to students, staff, parents, and school community members as requested
- Remain current and grow professionally on topics surrounding school/student safety through study, participation in professional activities, and SRO-specific trainings

COMMUNITY RELATIONS: The SRO provides students with another trustworthy adult to talk to within the school environment. The SRO builds connections with students, staff, and the school community, and serves as a resource liaison who is a familiar face to assist both students and staff. Specifically, the SRO will:

- Support and serve students and staff in law enforcement situations when requested by the principal, student, or parent
- Act as a resource person to answer questions that students, parents, and staff may have concerning law enforcement matters
- Provide a conduit for communication between law enforcement agencies and FCHS on issues pertaining to student safety
- Work collaboratively with counselors, social workers, admin, and faculty to refer students and/or families to the appropriate assistance agencies when needed
- Attend extracurricular activities held at FCHS, as requested
- Promote a positive relationship between students and law enforcement officials
- Work collaboratively with FCHS, SROs from other jurisdictions within the County, and the County Probation and Health Departments to create safe and drug free schools and promote healthy youth development
- Facilitate rapport between students, faculty, and parents by being available before, during and after school
- Encourage input from the school and community to develop ongoing policies that promote a safe and inclusive school environment
- Collaborate with administration and/or social worker to address truancy, possible threats to student safety, and/or other aspects that may deter a student from attending school.

EXHIBIT B: QUALIFICATIONS OF THE SRO

The SRO must, at a minimum, possess the following qualifications:

1. Be a certified police officer with the Police Department;
2. Be off probation as a police officer with the Police Department;
3. Have experience working with youths;
4. Have completed training regarding the duties and responsibilities of a school resource officer, as selected by the Chief of Police;
5. Have completed (after January 1, 2021) all necessary trainings developed and approved for school resource officers (50 ILCS 705/10.22);
6. Have strong verbal, written, and interpersonal skills, including public speaking;
7. Be able to function as a strong role model for students in the District; and
8. Possess an even temperament and set a good example for students.

VILLAGE PRESIDENT
Seth Speiser

VILLAGE CLERK
Jerry Menard

VILLAGE TRUSTEES
Tom Carpenter
Robert Kaiser
Dana Miller
Ray Matchett, Jr.
Lisa Meehling
Mike Blaies

VILLAGE TREASURER
Bryan A. Vogel

VILLAGE OF FREEBURG

FREEBURG MUNICIPAL CENTER
14 SOUTHGATE CENTER, FREEBURG, IL 62243
PHONE: (618) 539-5545 • FAX: (618) 539-5590
Web Site: www.freeburg.com

VILLAGE ADMINISTRATOR
Matt Trout

PUBLIC WORKS DIRECTOR
John Tolan

POLICE CHIEF
Michael J. Schutzenhofer

ESDA COORDINATOR
Eugene Kramer

VILLAGE ENGINEER
Tim Pruett, P.E.

VILLAGE ATTORNEY
Keck Brown, P.C.

PERSONNEL AND PUBLIC SAFETY COMMITTEE MEETING
(Meehling/Blaies/Matchett/Miller)
Wednesday, May 28, 2025 at 6:00 p.m.

Trustee Lisa Meehling called the meeting of the Personnel and Public Safety Committee to order on Wednesday, May 28, 2025 at 6:00 p.m. Those present were Chairperson Lisa Meehling, Trustee Mike Blaies, Trustee Ray Matchett, Trustee Dana Miller, Mayor Seth Speiser, Village Clerk Jerry Menard (absent), Trustee Tom Carpenter, Trustee Bob Kaiser, Village Attorney Fred Keck, Police Chief Mike Schutzenhofer, Public Works Director John Tolan, Village Engineer Tim Pruett (absent), Village Administrator Matt Trout and Office Manager Mary Downen. Guest present: Janet Baechle. There were no guests present via Zoom.

POLICE:
A. OLD BUSINESS:

1. K9 Program: Police Chief Mike Schutzenhofer stated the program starts at the end of June. He received communication from them and has passed it along to Officer Borger. The 2 SRO officers will be able to fill in while he is out which will cut down on OT. There was a discussion on the pen for the K9.

2. SRO Contract: Village Administrator Matt Trout stated he sent the contracts to both schools and is waiting on a response.

Chief Schutzenhofer summarized the 124 calls since the last meeting.

B. NEW BUSINESS: None.

PERSONNEL:
A. OLD BUSINESS:

1. Approval of April 30, 2025 Minutes: *Trustee Dana Miller motioned to approve the April 30, 2025 minutes, and Trustee Ray Matchett seconded the motion.* All voting yea, the motion carried.

B. NEW BUSINESS:

1. Pay Increase of 2 ½% for Pool Managers and ESDA Coordinator: Matt added that the water aerobics instructor has been great and would like to pay her for additional swimmers over 35 per class. Trustee Mike Blaies asked about the concession agreement with the Freeburg Waves and Matt responded that is done toward the end of the season.

   Trustee Mike Blaies motioned to send to the full Board Pay Increase of 2 ½% for Pool Managers and ESDA Coordinator and $1.00 per person over 35 per class for the Aqua Fitness Instructor, and Trustee Dana Miller seconded the motion. All voting yea, the motion carried.

Matt said the Lineman Position will be posted in the Tribune tomorrow.

C. GENERAL CONCERNS: Trustee Tom Carpenter asked about the aging police vehicles.

D. PUBLIC PARTICIPATION: None.

E. ADJOURN: *Trustee Dana Miller motioned to adjourn at 6:13 p.m., and Trustee Ray Matchett seconded the motion.* All voting yea, the motion carried.

Mary Downen
Office Manager

VILLAGE OF FREEBURG
DEPARTMENT OF POLICE

14 SOUTHGATE CENTER * FREEBURG, IL 62243 * 618-539-3132 * FAX 618-539-9872

FORD EXPLORER	**Car #89**	**2017**	Newport/14
FORD EXPLORER	**Car #90**	**2018**	Chief /01
FORD EXPLORER	**Car #91**	**2021**	Inv. Ruhmann/03
FORD EXPLORER	**Car #92**	**2016**	Howes/07
FORD EXPLORER	**Car #93**	**2023**	Borger/15
FORD EXPLORER	**Car #94**	**2021**	Stroud/10
FORD EXPLORER	**Car #95**	**2023**	Dumstorff/08
FORD EXPLORER	**Car #96**	**2023**	Simburger/04
FORD EXPLORER	**Car #97**	**2015 K-9**	Boeving/09
FORD EXPLORER	**Car #99**	**2017**	Perrine/05
FORD EXPLORER	**Car #98**	**2023**	Borkowski/06

CASEY'S/MOTO

ROGER's

Month: **May, 2025**

CAR#	ON MILEAGE	OFF MILEAGE	TOTAL MILES	GALLONS	M.P.G.	$ AMT
89	90260	90966	706	61.336	11.51	$ 214.62
90	83098	84023	925	57.445	16.10	$ 201.00
91	32867	33775	908	54.041	16.8	$ 189.00
92	95555	96315	760	59.73	12.72	$ 209.02
93	17395	18303	908	81.168	11.19	$ 284.02
94	29376	30115	739	58.87	12.55	$ 206.00
95	22452	23507	1055	98.104	10.75	$ 343.27
96	7989	9412	1,423	116.54	12.21	$ 408.51
97	135180	136040	860	74.31	11.57	$ 265.01
98	14300	15550	1,250	78.24	15.98	$ 274.11
99	91073	92171	1,098	13.4288	13.43	$ 286.10
					AVG. MPG	
	XXX	**XXX**	**10,632**			**$2,880.66**

Laura Gavin

c:vehreprt **Microsoft Excel**