

RESOLUTION R-56-11

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WHEATON, ILLINOIS AND COMMUNITY UNIT SCHOOL DISTRICT #200 (SCHOOL LIAISON OFFICER)

WHEREAS, the City of Wheaton and Community Unit School District #200 desire to establish an updated School Liaison Officer Program Agreement; and

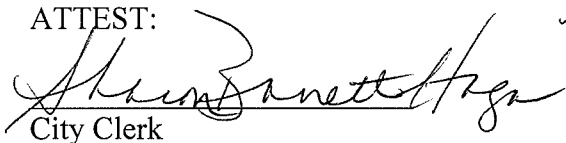
WHEREAS, the Program will continue to place two (2) Wheaton Police Officers in the District's two high schools and its three middle schools; and

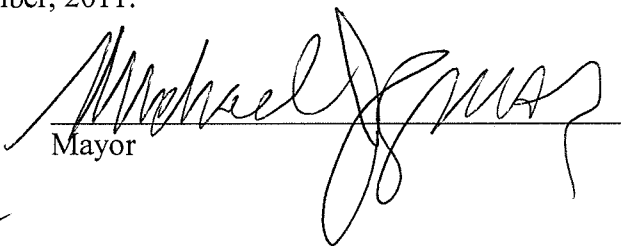
WHEREAS, the terms associated with establishing this Program have been incorporated into an intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Wheaton, DuPage County, Illinois, that the Mayor is authorized to sign an Intergovernmental Agreement Between the City of Wheaton, Illinois, and the Community Unit School District #200 (School Liaison Officer) dated August 11, 2011.

ADOPTED this 6<sup>th</sup> day of September, 2011.

ATTEST:

  
City Clerk

  
Mayor

Ayes:

Roll Call Vote:

- Councilman Mouhelis
- Councilman Rutledge
- Mayor Gresk
- Councilwoman Pacino Sanguinetti
- Councilman Scalzo
- Councilman Suess
- Councilwoman Ives

Nays: None

Absent: None

Motion Carried Unanimously

INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF WHEATON, ILLINOIS AND THE  
COMMUNITY UNIT SCHOOL DISTRICT #200  
(SCHOOL LIASON OFFICER)

THIS AGREEMENT is made and entered into between the CITY OF WHEATON, an Illinois municipal corporation ("WHEATON"), and COMMUNITY UNIT SCHOOL DISTRICT #200 ("SCHOOL DISTRICT") this 11 day of AUGUST, 2011.

WHEREAS, WHEATON and SCHOOL DISTRICT desire to continue the School Liaison Officer Program which permits the WHEATON Police Department to work directly within Wheaton North and Wheaton-Warrenville South High Schools and Franklin, Edison, and Monroe Middle Schools in conjunction with school officials and personnel; and

WHEREAS, the purpose of the School Liaison Officer Program is to enhance positive relationships among WHEATON Police and SCHOOL DISTRICT personnel, students, parents, and other related service agencies in order to promote a safe and secure educational environment within the SCHOOL DISTRICT; and

WHEREAS, WHEATON and SCHOOL DISTRICT are units of local government within the meaning of Section 10, Article VII, of the Illinois Constitution, 1970; and

WHEREAS, WHEATON and SCHOOL DISTRICT are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, 2, et seq.); and

WHEREAS, WHEATON and SCHOOL DISTRICT are authorized to contract between each other to obtain or share services or exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.

NOW, THEREFORE, in consideration of the recitals contained in this agreement, together with good and valuable consideration, the receipt of which is acknowledged, WHEATON and SCHOOL DISTRICT agree as follows:

1. **SCHOOL LIAISON OFFICERS.** WHEATON shall provide to SCHOOL DISTRICT two (2) WHEATON Police Officers who will be designated as School Liaison Officers. The purpose, responsibilities, functions, guidelines, and general operating procedure for the School Liaison Officers shall be generally as recited in the job description, Exhibit A, attached to and incorporated in this agreement as though fully set forth.

2. **FINANCIAL OBLIGATION OF SCHOOL DISTRICT.** Although the School Liaison Officers will be full-time employees of WHEATON, receiving the usual and customary benefits and salary, as solely determined and designated by WHEATON, the SCHOOL DISTRICT, in a cooperative effort to fund the School Liaison Officer Program, shall pay to WHEATON a percentage of each assigned Officer's base salary and fringe benefits for each school year. The annual percentage of payment shall be determined by dividing the number of school days for the school year by 260 days (i.e., 176 School Days ÷ 260 = 68%). The SCHOOL DISTRICT shall certify the number of school days in the next school year to the City by May 1 of each year. The certification shall be for the school year commencing the following August. The base salary and fringe benefits of the assigned officer shall be determined on an annual basis by WHEATON.

The 2010-2011 fiscal year components of the base salary and fringe benefits are identified in Exhibit B, attached to and incorporated into this agreement as though fully set forth. The costs and the components associated with Exhibit B will be updated on an annual basis on or about May 1 of each year, or at the point in time when a new contract goes into effect for WHEATON'S Police Officers.

Following its annual update on or about May 1 of each year, Exhibit B will be utilized to determine the annual payment of the SCHOOL DISTRICT for the school year commencing in August. Payments under the terms of this agreement will be made on a quarterly basis on September 1, December 1, March 1 and June 1 of each year.

3. **INDEMNIFICATION.** WHEATON shall protect, defend, indemnify and hold SCHOOL DISTRICT harmless from any employment claims brought by any School Liaison Officer including, but not limited to, suits or administrative actions charging discrimination, civil rights violations, noncompliance with employment statutes, worker's compensation, improper salary withhold, improper over-time reimbursement, improper income tax withholding and the

like. As heretofore stated, it is the intent of the parties to this Agreement that the School Liaison Officer be an employee of WHEATON.

4. **TERM OF AGREEMENT.** This agreement shall remain in full force and effect until terminated as provided for in this Agreement.

5. **AMENDMENT.** This Agreement may be amended pursuant to written agreement of WHEATON and SCHOOL DISTRICT.

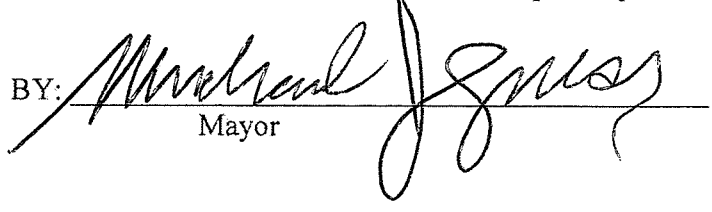
6. **TERMINATION.** This Agreement may be terminated by WHEATON or SCHOOL DISTRICT by providing written notice of termination to the other party not less than ONE HUNDRED TWENTY (120) days prior to the effective date of termination.

Notice shall be directed to:

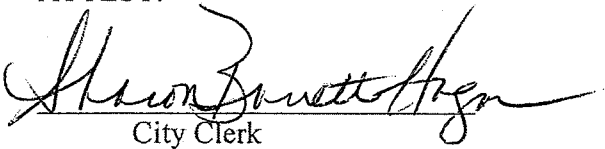
WHEATON: City of Wheaton  
c/o City Manager  
303 West Wesley Street  
Wheaton, IL 60187

SCHOOL DISTRICT: Community Unit School District #200  
c/o Superintendent of Schools  
130 West Park Avenue  
Wheaton, IL 60189

CITY OF WHEATON, an Illinois municipal corporation

BY:   
Mayor

ATTEST:

  
City Clerk

COMMUNITY UNIT SCHOOL DISTRICT #200

BY: \_\_\_\_\_  
CUSD #200 Board President

ATTEST:

\_\_\_\_\_

**Summary of Employee Fringe Benefit Calculations**  
**School Liaison Officer**  
**ESTIMATED Fiscal Year 2011/12 - No increase in Annual Salary \***  
**06/23/11**

	<u>FY 2010-11</u>	<u>Option A</u>	<u>Proposed</u>
	<u>Actual Billed</u>	<u>Current</u>	
Total Annual Cost	\$ 213,941.97	\$ 205,094.76	\$ 191,465.36
Quarterly Amount	\$ 53,485.49	\$ 51,273.69	\$ 47,866.34
Difference from FY 2010-11		\$ (8,847.21)	\$ (22,476.61)

*\* Contract with patrol officers under negotiations.*

**Exhibit B**

**Summary of Employee Fringe Benefits  
School Liaison Officer  
ESTIMATED Fiscal Year 2011/12 - No increase in Annual Salary (1)  
06/23/11**

<b>Amount</b>	
\$ 81,407.00	
\$ 1,000.00	Longevity Pay
\$ 1,260.15	Medicare
\$ 17,562.00	Health Insurance
\$ 64.92	Dental Insurance
\$ 54.00	Life Insurance
\$ 29,089.33	Police Pension contribution
\$ 650.00	Uniform allowance
\$ 325.00	Cleaning allowance
\$ -	Training *
\$ 1,379.81	Worker's Compensation Insurance
<b>\$ 51,385.21</b>	63.12% Percent of wages
<hr/>	
\$ 9,439.76	Communications (DU-COMM/Cell)
\$ 4,500.00	Stipend
\$ 1,002.72	Court Stand By Pay (24 hours)
\$ -	Overtime **
\$ -	Sick Leave buy-back ***
<b>\$ 14,942.48</b>	18.36% Percent of wages
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<b>\$ 66,327.69</b>	81.48% Combined Percent of wages
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\$ 31.89	Fringe hourly rate
\$ 39.14	Salary hourly rate
<b>\$ 71.03</b>	
<hr/>	
\$ 81,407.00	Base Salary
\$ 66,327.69	Fringe value
<b>\$ 147,734.69</b>	Total Cost of School Liaison Officer
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x 68%	Reimbursement Amount per agreement (176 school days/260 days)
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<b>\$ 100,459.59</b>	Annual Cost to School District #200
/4	Quarterly Billing
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<b>\$ 25,114.90</b>	<b>Quarterly Payment Amount</b>

**(1) Contract with patrol officers under negotiations.**

\* Training specifically related to the School Liaison Officer position will be billed as incurred on a 50% basis.

\*\* Overtime for the School Liaison Officer will be billed as incurred on the same percentage basis as contained in paragraph 2.

\*\*\* Sick Leave buy-back paid to the School Liaison Officer will be billed as incurred on the same percentage basis as contained in paragraph 2.

**Exhibit B**

**Summary of Employee Fringe Benefits  
School Liaison Officer  
ESTIMATED Fiscal Year 2011/12 - No increase in Annual Salary (1)  
06/23/11**

<b>Amount</b>	
\$ 80,623.00	
\$ -	Longevity Pay
\$ 1,234.28	Medicare
\$ 6,130.08	Health Insurance
\$ 21.84	Dental Insurance
\$ 54.00	Life Insurance
\$ 28,492.17	Police Pension contribution
\$ 650.00	Uniform allowance
\$ 325.00	Cleaning allowance
\$ -	Training *
\$ 1,379.81	Worker's Compensation Insurance
<b>\$ 38,287.18</b>	47.49% Percent of wages
\$ 9,439.76	Communications (DU-COMM/Cell)
\$ 4,500.00	Stipend
\$ 982.08	Court Stand By Pay (24 hours)
\$ -	Overtime **
\$ -	Sick Leave buy-back ***
<b>\$ 14,921.84</b>	18.51% Percent of wages
<b>\$ 53,209.02</b>	66.00% Combined Percent of wages
\$ 25.58	Fringe hourly rate
\$ 38.76	Salary hourly rate
<b>\$ 64.34</b>	
\$ 80,623.00	Base Salary
\$ 53,209.02	Fringe value
<b>\$ 133,832.02</b>	Total Cost of School Liaison Officer
x 68%	Reimbursement Amount per agreement (176 school days/260 days)
<b>\$ 91,005.77</b>	Annual Cost to School District #200
/4	Quarterly Billing
<b>\$ 22,751.44</b>	<b>Quarterly Payment Amount</b>

**(1) Contract with patrol officers under negotiations.**

- \* Training specifically related to the School Liaison Officer position will be billed as incurred on a 50% basis.
- \*\* Overtime for the School Liaison Officer will be billed as incurred on the same percentage basis as contained in paragraph 2.
- \*\*\* Sick Leave buy-back paid to the School Liaison Officer will be billed as incurred on the same percentage basis as contained in paragraph 2.