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MICHAEL B. BROWN  
RECORDER

**JOINT INTERLOCAL COOPERATION AGREEMENT**

**TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA,  
AND LAKE CENTRAL SCHOOL CORPORATION**

This Joint Interlocal Cooperation Agreement (hereinafter, the "AGREEMENT"), is made and entered into this 10<sup>th</sup> day of April, 2019, in accordance with the provisions of I.C. §36-1-7-1, et seq., as amended from time to time, by and between the **TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA**, an Indiana Municipal Corporation, of Lake County, Indiana (hereinafter, "TOWN"), and **LAKE CENTRAL SCHOOL CORPORATION**, an Indiana Public School Corporation (hereinafter, "SCHOOL CORPORATION").

It is the intention of the TOWN, by and through its Metropolitan Police Department, and the SCHOOL CORPORATION, to maintain collaborative efforts to provide a safe and healthy school environment for students, staff, faculty and visitors by assignment of a School Resource Officer, with duties and responsibilities as described herein, to the schools of the SCHOOL CORPORATION, other than Lake Central High School.

The term of this AGREEMENT shall begin on January 1, 2019, and shall continue thereafter for a period to and including the 30<sup>th</sup> day of June, 2024, except as provided in Section 2(a) below and that, further, either party may terminate this AGREEMENT by providing written notice of termination to the other party on or before July 1<sup>st</sup> in any year, which termination shall be effective at 5:00 p.m. on June 30<sup>th</sup> of the following year.

1. The TOWN agrees as follows:
  - a. **Services.** The TOWN shall provide the services of one (1) of its active duty Law Enforcement officers to serve as a School Resource Officer for the SCHOOL CORPORATION's schools, excluding Lake Central High School ("School Resource Officer"), on 195 days each school year, 180 of those during student instructional days of the applicable regular school year, or on such other days as are agreed upon by the Chief of Police and the Superintendent of the SCHOOL CORPORATION, or his designee.
  - b. **Assigned Officer.** The TOWN shall assign a sworn Law Enforcement Officer from its complement of sworn Law Enforcement Officers who is acceptable to the

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**SCHOOL CORPORATION** as a School Resource Officer. In the event the assigned Officer is unavailable for service as previously scheduled with the **SCHOOL CORPORATION**, the School Resource Officer shall provide notice to the Superintendent of the **SCHOOL CORPORATION** and to the **TOWN** Chief of Police as soon as possible in advance. In the event that the assigned Officer is no longer available to serve as a School Resource Officer, the Chief of Police and the Superintendent of the **SCHOOL CORPORATION** shall determine which, if any, **TOWN** Law Enforcement Officer will be assigned as a School Resource Officer. The **TOWN** will promptly reassign, substitute or replace any School Resource Officer who is not acceptable to the **SCHOOL CORPORATION** after review of any concerns between the Superintendent of the **SCHOOL CORPORATION** and the Chief of Police.

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- c. **Service Days.** The **TOWN** shall direct the School Resource Officer to report to the particular school building/event within the **SCHOOL CORPORATION**, as assigned and coordinated by the Superintendent of the **SCHOOL CORPORATION**, or his designee, and the Chief of Police, based on the calendar of the **SCHOOL CORPORATION**, at times during and/or outside of regular school hours. The designated and assigned Town Police Officer/School Resource Officer, under this Agreement, shall have and be provided any vacation or other leave time to which he/she is entitled under the policies of the **TOWN** scheduled pursuant to Schererville Police Department Policies and Procedures, except that any vacation leave time requested to be taken on a student instructional day must be approved in advance by the Chief of Police and the Superintendent of the **SCHOOL CORPORATION**, or designee.
- d. **Training.** The School Resource Officer assigned shall be in process of undergoing (with completion anticipated within four (4) weeks of assignment) or shall have completed training/instruction regarding skills, tactics and strategies necessary to address the special nature of an elementary or secondary school environment, including all required under the provisions of I.C. §20-26-18.2-1(b). The Parties understand and agree that until such training has been completed, the School Resource Officer assigned hereunder shall be partnered with a School Resource Officer affiliated with the **SCHOOL CORPORATION** who has completed the training and who has the authority afforded under I.C. 20-26-18.2-3.

e. **Employment Relationship.** Throughout the term of this **AGREEMENT**, the School Resource Officer shall remain an employee of the **TOWN** which shall be solely responsible for payment of all Federal, State, and local payroll taxes, worker's compensation coverage, salary, social security payments, and compensation and benefits of every kind and nature for and to its employee assigned as a School Resource Officer hereunder. In no event shall any School Resource Officer assigned hereunder be considered an employee of the **SCHOOL CORPORATION** and none of the benefits provided by the **SCHOOL CORPORATION** to its employees, including, but not limited to, worker's compensation insurance, disability insurance, and group health insurance shall be provided by the **SCHOOL CORPORATION** to any School Resource Officer.

f. **Insurance.** The **TOWN** represents and warrants that its professional liability insurance, worker's compensation and any umbrella of related coverage shall extend to and cover the School Resource Officer's assignment hereunder. The **SCHOOL CORPORATION** represents and warrants that its professional liability insurance, worker's compensation and any umbrella of related coverage shall cover all **SCHOOL CORPORATION** employees and properties. The same shall be maintained by both parties.

2. The **SCHOOL CORPORATION** agrees as follows:

a. **Payment for Services.** For the services provided by the School Resource Officer during the term hereof, the **SCHOOL CORPORATION** shall pay the **TOWN** an amount equal to Seventy-Five Percent (75%) of the full compensation, including benefits and **TOWN** costs, of outfitting a **TOWN** Police Officer for service duty as a Sworn Law Enforcement Officer pursuant to the then-current compensation schedule attached hereto as Exhibit A. The compensation schedule for the remainder of the 2018-2019 school year is appended as Exhibit A-1. On or before July 1 of each year of this **AGREEMENT** the parties shall come to agreement on the compensation to be paid to the **TOWN** for the School Resource Officer services to be provided during the forthcoming school year, and the adjusted or revised Exhibit A shall be amended accordingly, appended hereto, and incorporated herein. In the event that the Parties are unable to reach agreement, this **AGREEMENT** shall terminate on the then current June 30<sup>th</sup>.

The **SCHOOL CORPORATION** shall pay the **TOWN** the amount for the remainder of the 2018-2019 school year within ten (10) days of recording of this Agreement. Thereafter, each school year, the **SCHOOL CORPORATION** shall pay the **TOWN** the applicable amount in two (2) equal installments, with the first due on or before August 15<sup>th</sup> for services to be provided in the first school year semester and the second installment due on or before January 15<sup>th</sup> for services to be provided in the second school year semester.

b. **Refueling.** The School Resource Officer will be provided fuel for the **TOWN**-provided vehicle at the **SCHOOL CORPORATION** transportation center only for travel related to fulfilling duties as School Resource Officer under this **AGREEMENT**.

3. **Duties.** The Parties agree that the School Resource Officer shall adhere to the chain of command and General Orders as established by the **TOWN** Metropolitan Police Department and all applicable **SCHOOL CORPORATION** policies, and that the School Resource Officer's duties shall include, but not necessarily be limited to:

a. Creating a positive rapport with all students and promoting a safe and orderly school environment and fostering relationships based on mutual respect and trust.

b. Completing training as deemed appropriate by the Superintendent of the **SCHOOL CORPORATION** for the school environment including, but not limited to, working with students with Asperger's syndrome and autism, confidentiality requirements under the Family Educational Rights and Privacy Act (FERPA), contents of student codes of conduct and other school rules, and familiarity with school safety plans, and any other training required by applicable law for a School Resource Officer.

c. Meeting regularly with central office and/or building level administrators to review concerns and initiatives, including development of educational programs concerning legal and ethical issues that can be presented in a classroom setting.

d. Developing for approval a schedule of monthly visits to and activities for each of the Schools of the **SCHOOL CORPORATION** to engage students.

- e. Attending and assisting in supervision of school functions as coordinated with central office administrators and building administrators (e.g., athletic events, extracurricular events, parent/community meetings).
- f. Assisting and supporting **SCHOOL CORPORATION** personnel in enforcing the student code of conduct and other school rules in order to maintain a safe learning environment.
- g. At the request of and under the direction of a **SCHOOL CORPORATION** administrator, assist in detecting and addressing instances of bullying, intimidation, harassment, and other types of threats to student safety.
- h. At the request of and under the direction of a **SCHOOL CORPORATION** administrator, provide security, expertise, or protection, and assist in an investigation of student conduct including an administrative search of school or student property.
- i. When a situation involves prevention of a potential disruption that would, if ignored, place students, faculty and staff at risk of harm, resolve the problem to preserve the school climate and promptly report the situation to the **SCHOOL CORPORATION**'s central office and/or building level administration. In all other instances, refrain completely from function as a school disciplinarian. Disciplining students is the responsibility of the **SCHOOL CORPORATION**'s administrators and other **SCHOOL CORPORATION** employees with the School Resource Officer escorting students to appropriate school administration for investigation and discipline.
- j. Assisting the **SCHOOL CORPORATION**'s central office and building level administrators, faculty and other school staff in developing plans and strategies to prevent and/or minimize situations which may present safety or danger concerns on school grounds and in implementing emergency preparedness (e.g., lockdown, evacuation drills).
- k. Presenting topics to students on various law enforcement or safety issues such as deterring involvement in criminal conduct, alcohol and drug abuse prevention,

gangs, conflict resolution, motor vehicle safety, and personal safety and security including through social media, as approved by the building principal.

- l. At the request of the **SCHOOL CORPORATION's** administration, provide counseling for students, parents and/or school staff to reduce the possibility of criminal activity and/or violence.
  - m. Contacting building principal(s) about juvenile delinquency, incidents, charges and arrests involving students in a timely manner.
  - n. Assisting with reporting truancy and developing interventions.
  - o. Communicating and working cooperatively with the School Resource Officer regularly assigned to Lake Central High School for information sharing, coordination of duties, and consistency in practices throughout the **SCHOOL CORPORATION**.
  - p. Daily monitoring of school campuses, including buildings, grounds and cafeteria areas.
  - q. Daily supervision of parking and traffic at school campuses during arrival and release periods, as well as within buildings (e.g., during lunch periods) as coordinated with central office administrators and building administrators.
  - r. Preparing activity/investigation reports as appropriate.
5. **Amendments.** The terms of this **AGREEMENT** may not be amended, supplemented, waived or modified without prior written approval of all Parties.

6. **Notices.** All notices required to be given under this **AGREEMENT** shall be in writing, and deemed sufficient to each Party when sent by United States mail, postage pre-paid, or hand-delivered to the following:

**TOWN**

Town of Schererville

10 E. Joliet Street

Schererville, IN 46375

Attn: Town Council President &  
Town Clerk-Treasurer

**SCHOOL CORPORATION**

Lake Central School Corporation

8260 Wicker Avenue

St. John, IN 46373

Attn: Superintendent

7. **Finance.** The Clerk-Treasurer of the TOWN shall account for the terms of this **AGREEMENT** to the Parties. The powers to be exercised hereunder shall be those powers granted by I.C. §36-1-7-2, as amended from time to time, but only to the extent necessary for the purpose and completion of the terms of this **AGREEMENT**, and no other.
8. **Severability.** In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by any Court of competent jurisdiction, such holding(s) shall not affect the remaining portions of this **AGREEMENT**, and the same shall remain in full force and effect.
9. **Entirety of AGREEMENT.** This **AGREEMENT** represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, whether written or verbal, relating to this **AGREEMENT**. This **AGREEMENT** shall inure to the benefit of, and shall be binding upon the Parties, and their respective assignees and successors in interest.
10. **Counterparts.** This **AGREEMENT** may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one (1) and the same instrument, which shall be sufficiently evidenced by any such original counterpart.
11. **Recording.** Before this **AGREEMENT** takes effect, it must be recorded in the Office of the Lake County Recorder. After recording, but in no event later than sixty (60)

days aft it takes effect, the **AGREEMENT** must be filed with the Office of the Indiana State Board of Accounts for audit purposes, all pursuant to the provisions of I.C. §36-1-7-6.

12. **LCSC Public Meeting Action.** It is expressly acknowledged and stated that this Agreement is entered into by the Lake Central School Corporation Board of School Trustees, after action at a duly noticed Public Meeting of Lake Central Community School Corporation Board of School Trustees on the 15 day of April, 2019, wherein by a vote of 4 in favor and 2 opposed, the President and Secretary of the Board of School Trustees and the School Superintendent were directed to execute and deliver this Agreement herein.

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IN WITNESS WHEREOF the Parties have caused this **AGREEMENT** to be executed in their names and on their behalf in their representative capacities on the 15 day of April, 2019.

LAKE CENTRAL SCHOOL CORPORATION,  
An Indiana School Corporation

By: [Signature]  
Don Bacso, President  
Board of School Trustees

By: [Signature]  
Lawrence Veracco  
Superintendent

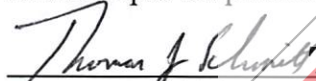
By: [Signature]  
Cindy Sues, Secretary  
Board of School Trustees





13. **TOWN Public Meeting Action.** It is expressly acknowledged and stated that this Agreement is entered into by the Town of Schererville, Lake County, Indiana, after action at a duly noticed Public Meeting of the Town of Schererville Town Council on the 10th day of April, 2019, wherein by a vote of 5 in favor, and 0 opposed, the Town Council and the Town Clerk-Treasurer, respectively, were directed to execute and attest the same, and deliver this Agreement herein.

TOWN OF SCHERERVILLE, Lake County, Indiana,  
A Municipal Corporation

  
Thomas J. Schmitt, President


  
Michael A. Troxell, Vice-President

  
Rob Guetzloff, Council Member

  
Kevin Connelly, Council Member

  
David DeJong, Council Member

ATTEST:

  
Janice M. Malinowski, TAMC, CMC, MMC, CMO  
Clerk-Treasurer

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the Lake County Recorder!**

**STOP**



EXHIBIT A

Town of Schererville  
 10 E. Joliet Street  
 Schererville, IN 46375



219-322-2211 telephone  
 219-865-5515 facsimile

POLICE OFFICER COSTS			YEARLY	
		ALLOCATE	COST	75%
PATROL VEHICLE		10 YEARS		
VEHICLE EQUIPMENT & INSTALLATION		10 YEARS		
VEHICLE MAINTENANCE PER YEAR		1 YEAR		
MOBILE AND PORTABLE RADIOS		10 YEARS		
IN-CAR COMPUTER AND EQUIPMENT		8 YEARS		
TASER		10 YEARS		
ADMINISTRATION		1 YEAR		
SPILLMAN ACCESS PER YEAR		1 YEAR		
HANDGUN		10 YEARS		
PATROL RIFLE		10 YEARS		
LIABILITY INSURANCE		1 YEAR		
UNIFORM ALLOWANCE		1 YEAR		
VEHICLE INSURANCE		1 YEAR		
VEST		5 YEARS		
<b>TOTAL</b>				
<b>YEARLY PAYROLL EXPENSE</b>				75%
2019 1st CLASS PATROLMAN SALARY				
PERF				
MEDICARE				
HEALTH INSURANCE				
WORKMAN'S COMP INSURANCE				
VACATION SPLIT 160 HOURS@ 75/25				
OVERTIME L/C REQUESTED DIRECT BILLED		100%		
<b>TOTAL</b>		\$0.00		\$0.00



	to	Lake Central
POLICE OFFICER COSTS		\$0.00
YEARLY PAYROLL		\$0.00
<b>TOTAL</b>		<b>\$0.00</b>

APPROVED BY:

TOWN

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED BY:

SCHOOL CORPORATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

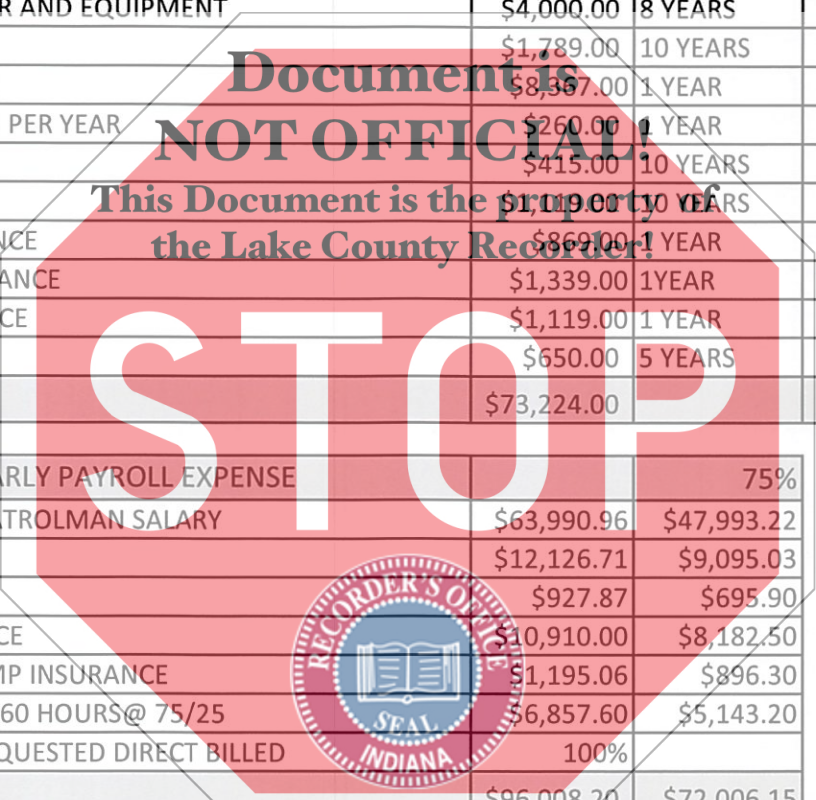
EXHIBIT A -1

Town of Schererville  
 10 E. Joliet Street  
 Schererville, IN 46375



219-322-2211 telephone  
 219-865-5515 facsimile

POLICE OFFICER COSTS			YEARLY	
		ALLOCATE	COST	75%
PATROL VEHICLE	\$27,810.00	10 YEARS	\$2,781.00	2,086.00
VEHICLE EQUIPMENT & INSTALLATION	\$17,219	10 YEARS	\$1,722.00	1,291.00
VEHICLE MAINTENANCE PER YEAR	\$360.00	1 YEAR	\$360.00	270.00
MOBILE AND PORTABLE RADIOS	\$7,908.00	10 YEARS	\$791.00	593.00
IN-CAR COMPUTER AND EQUIPMENT	\$4,000.00	8 YEARS	\$500.00	375.00
TASER	\$1,789.00	10 YEARS	\$179.00	134.00
ADMINISTRATION	\$8,367.00	1 YEAR	\$8,367.00	6,275.00
SPILLMAN ACCESS PER YEAR	\$260.00	1 YEAR	\$260.00	195.00
HANDGUN	\$415.00	10 YEARS	\$41.00	31.00
PATROL RIFLE	\$1,120.00	10 YEARS	\$112.00	84.00
LIABILITY INSURANCE	\$869.00	1 YEAR	\$869.00	652.00
UNIFORM ALLOWANCE	\$1,339.00	1YEAR	\$1,339.00	1,004.00
VEHICLE INSURANCE	\$1,119.00	1 YEAR	\$1,119.00	839.00
VEST	\$650.00	5 YEARS	\$130.00	98.00
<b>TOTAL</b>	<b>\$73,224.00</b>		<b>\$18,570.00</b>	<b>\$13,927.00</b>



YEARLY PAYROLL EXPENSE		75%
2019 1st CLASS PATROLMAN SALARY	\$63,990.96	\$47,993.22
PERF	\$12,126.71	\$9,095.03
MEDICARE	\$927.87	\$695.90
HEALTH INSURANCE	\$10,910.00	\$8,182.50
WORKMAN'S COMP INSURANCE	\$1,195.06	\$896.30
VACATION SPLIT 160 HOURS@ 75/25	\$6,857.60	\$5,143.20
OVERTIME L/C REQUESTED DIRECT BILLED	100%	
<b>TOTAL</b>	<b>\$96,008.20</b>	<b>\$72,006.15</b>

1/1/2019 to	6/30/2019	Lake Central			
POLICE OFFICER COSTS		\$13,927.00			
YEARLY PAYROLL		\$72,006.15			
<b>TOTAL</b>		<b>\$85,933.15</b>	<b>1st payment</b>	<b>\$42,966.58</b>	<b>2nd payment \$42,966.57</b>

APPROVED BY:

TOWN

BY: *Butt Valerian*

TITLE: TOWN MANAGER

DATE: April 10, 2019

APPROVED BY:

SCHOOL CORPORATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_