



## **VILLAGE OF WINNEBAGO**

### **RESOLUTION EXECUTIVE SUMMARY**

**Prepared by:** Police Sergeant

**Committee:** Police Committee

**Committee Date:** March 29, 2023

**Resolution Title:** Resolution Authorizing the Village President to Sign the Memorandum of Understanding (MOU) with the Winnebago School District 323. Re: School Resource Officer (SRO)

**Village Code:** Village of Winnebago Ordinances and Resolutions

**Budget Information:**

<b>Was Item Budgeted?</b>	<b>Appropriation Amount:</b>
<b>If not, explain funding source:</b> School District Reimbursement Cost	
<b>ORG/OBJ/Project Code:</b>	<b>Budget Impact:</b>

**Background Information:**

The Village of Winnebago and the Winnebago School District have agreed upon creating the position of a School Resource Officer (SRO). An agreement between both the Village of Winnebago and the School District will be maintained and is in the form of a Memorandum of Understanding (MOU). The School District has amended and added language to this MOU which was drafted by Village President Frank Eubank.

**Recommendation:**

To authorize the Village of Winnebago President to sign the Memorandum of Understanding (MOU) between the Village of Winnebago and Winnebago Community Unit School District 323.

**Contract/Invoice:**

See attached proposed resolution with Memorandum of Understanding (MOU).



**VILLAGE OF  
WINNEBAGO**

**RESOLUTION NO. 2023- 13R**

**RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SIGN  
THE MEMORANDUM OF UNDERSTANDING (MOU) WITH  
WINNEBAGO SCHOOL DISTRICT 323. RE: SCHOOL RESOURCE  
OFFICER (SRO)**

**WHEREAS**, The Village of Winnebago operates a police department for the safety of the community; and

**WHEREAS**, Winnebago Community Unit School District 323 is a unit of local government pursuant to Article VII, Section 8 of the Illinois Constitution of 1970; and

**WHEREAS**, the Village of Winnebago and the School District have the power and authority pursuant to Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into and execute agreements with other units of government; and

**WHEREAS**, the Parties jointly seek to establish and delineate a School Resource Officer Program in order to foster an efficient and cohesive program with the goals of (a) building positive relationships between the police department and the youth in the community served by the Parties; (b) reducing crime committed by juveniles and young adults within the community served by the Parties; and (c) reducing juvenile and young adult violence and crime committed in and about the School District's facilities; and

**WHEREAS**, the Village of Winnebago and the School District seek to memorialize their agreement to formalize their relationship regarding the School Resource Officer Program in a Memorandum of Understanding in substantially the form appended hereto and made a part hereof.

**NOW THEREFORE, BE IT RESOLVED** by the President and the Board of Trustees of the Village of Winnebago, in the County of Winnebago, Illinois, as follows:

## SECTION I

The recitals set forth above are incorporated herein and made a part hereof.

## SECTION II

The Village President of the Village of Winnebago, Illinois, shall be and hereby is authorized to execute on behalf of the Village of Winnebago, Illinois and deliver to the Village Clerk, for attestation the School Resource Officer Program Memorandum of Understanding in substantially the form of the exhibit appended hereto and made a part hereof.

## SECTION III

This resolution shall be effective immediately up its passage, approval and publication in pamphlet form, as provided by law.

### APPROVED:



Franklin J. Eubank, Jr., President  
of the Board of Trustees of the  
Village of Winnebago, Illinois

### ATTEST:



Sally Jo Huggins,  
Village Clerk

PASSED:

4-10-2023

APPROVED:

4-10-2023

PUBLISHED IN PAMPHLET FORM:

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**Memorandum of Understanding Between  
The Village of Winnebago and  
The Board of Education of Winnebago Community Unit School District No. 323  
For The School Resource Officer Program**

This Memorandum of Understanding ("MOU") (hereinafter "MOU" or "Agreement") is entered into this 13TH day of FEBRUARY, 2023 by and between the Village of Winnebago, Winnebago County, Illinois ("Village"), an Illinois Municipal Corporation, and the Board of Education of Winnebago Community Unit School District No. 323, Winnebago County, Illinois ("School District" or "District"), an Illinois Public School District (collectively the "Parties"). The Village and the School District recognize the benefits of the School Resource Officer Program to the citizens of the Village of Winnebago and particularly to the students of the School District located within the jurisdiction of the Village. The goal of this understanding is to provide policing and community-oriented services to the School District.

**WITNESSETH:**

1. WHEREAS, Article VII, Section 10, of the Illinois Constitution provides that units of local government and school districts may contract to share services through intergovernmental agreements; and
2. WHEREAS, the Intergovernmental Cooperation Act provides that public agencies may share powers through intergovernmental agreements, (Chapter 5 of the Illinois Compiled Statutes, Act 220, Section 1 et seq. (1996)); and
3. WHEREAS, the Village is a unit of local government, (Illinois Constitution, Article VII, Section 1) (1970), and a public agency, (5 ILCS 220/2) and the District is a public school district, (Illinois Constitution, Article VII; Section 8) (1970), and a public agency, (5 ILCS 220/2); and
4. **WHEREAS** society expects schools to meet the needs of youth that range far beyond their education, so that community resources, such as law enforcement, must reach into the schools to provide expertise in dealing with youth involvement in crime, alcohol, and other drugs; and
5. **WHEREAS** the school setting provides the police department with an educational environment to offer preventive programs in deterring youth from involvement in crime, alcohol, and other drugs; and
6. **WHEREAS** through a School Resource Officer Program, community resources can be coordinated and focused within an ideal setting for education; and

7. **WHEREAS** the primary goal of a School Resource Officer is the prevention of crime and the reduction of delinquency; and
8. **WHEREAS** a School Resource Officer is primarily a law enforcement officer with full arrest powers; and
9. **WHEREAS** it is necessary and desirable to continue and to define a School Resource Officer Program for Winnebago Community Unit School District No. 323; and
10. **WHEREAS** a properly organized and conducted School Resource Officer Program will result in decreases in school incidents involving violations of the law.
11. **WHEREAS** the School District does not have a police force; and
12. **WHEREAS** the School District desires to have a School Resource Officer ("SRO") available at its schools during the school year; and
13. **WHEREAS** the Village and the School District agree and understand that the SRO is an employee of the Village of Winnebago; and
14. **WHEREAS** both the Village and the School District desire to enter into this agreement for the hiring and posting of a School Resource Officer.

**NOW, THEREFORE,** in consideration of the terms herein set forth and the mutual covenants, agreements, and obligations of the Parties herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals:** The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.
2. **Parties:** This Agreement is entered into by and between the School District and the Village.
3. **Purpose:** The purpose of the School Resource Officer Program (hereinafter referred to as "Program") is to provide a safe learning environment; help reduce school violence; improve school-law enforcement collaboration; and improve perception and relations between students, staff, and law enforcement officers. The purpose of this agreement, in addition to establishing the Program is to define the duties and responsibilities of the Village and School District in the operation of a Program at the School District.

4. **Term:** The term of this agreement shall be for the 2023-24 school year and continuing through the end of the 2024-2025 school year.
5. **Personnel:** The Chief of Police and the Village shall assign one sworn police officer to the School District (the "SRO"). Nothing in this agreement shall be construed to alter the authority of the Police Chief to select, assign, and supervise police officers and the duties of an SRO in the Program. The Police Chief will consult with the Superintendent or designee in selection of the SRO. The police officer selected by the Village for the SRO position shall have a demonstrated interest and potential for working with and counseling students. The Village shall be responsible for selecting and assigning an officer to the SRO position, however, the School District may, at its sole discretion, refuse or reject the assigned SRO or demand the assignment of a new SRO at any time, by providing written notice to the Village. The Village will address any concerns or complaints regarding the SRO's performance and conduct in collaboration with the School District in accordance with Village protocols.

SROs shall be employees of the Village and shall receive compensation and benefits from the Village in accordance with any, applicable bargaining agreement covering the SRO and any applicable Village rules, regulations, policies and standards, as the same may be amended from time to time. SROs shall at all times remain under the supervision, direction and control of the Village, specifically the Chief of Police or his designee, in accordance with applicable ordinances, statutes, rules and regulations. SROs are subject to discipline only by the Village; in accordance with any applicable bargaining agreement and any applicable Village rules, regulations, policies and standards, as the same may be amended from time to time. The Village will ensure that the SRO maintains minimum in-service training and certification requirements as would normally apply to all other certified officers of the Winnebago Police Department.

6. **Chain of Command:** Any police officer assigned to the School Resource Officer Program will report to the Police Chief or his/her designee
7. **Works Days:** The SRO shall be available for a minimum of 180 days of duty in the schools of the District for the school year as outlined in the annual school calendar.
8. **SRO Hours :**
  - a. The School Resource Officer (SRO) position is an hourly position. The workday will consist of 8 hours to include a one-half hour lunch period. School Resource Officer(s) shall work a minimum of 40 hours per week, reporting to dispatch and

the School District at 8:00 AM. and ending at 4:00 P.M., Monday through Friday during the school year. The police officer, if required to work a special event, will work the event as well as the regular school day. It is understood that the typical schedule and pay period for a police officer in the Village is 84 hours every two weeks. The District will be utilizing overtime hours in any two week pay period that the SRO works in excess of 84 hours.

- b. At a minimum, the School Resource Officer will work all home high school football games, all boys' high school basketball games, Prom, and the Homecoming Dance. Some of this time may be considered overtime hours when the SRO works in excess of 84 hours in a 2 week pay period.
- c. The School Resource Officer may work at other events as requested by school administration in the District and, if these events are outside of the regular workday as mentioned in paragraphs 8a and 8b of this agreement, the SRO will be compensated 100% by the School District and this will likely be at an overtime rate.
- d. The SRO will report to the police station or as directed by the Chief of Police or his/her designee at scheduled times during summer break.

9. **Time Keeping:** SROs shall advise dispatch of when the SRO starts the day and when the SRO ends the day. Currently, these times will be logged through the Computer Aided Dispatch (CAD) system, which are available to the Chief of Police at all times. If this CAD system is no longer in existence or able to be utilized, the Chief of Police shall institute a time keeping system that is sufficient to provide accurate time of when the SRO starts the day and ends the day and these records shall be available to the School District upon request by the School District Superintendent or his/her designee.

10. **Holidays:** The SRO must account for the 84 hours each pay period. The Winnebago School District has several holidays and other non-school days in excess of those granted to Village Employees by the Village Board. The SRO is expected to work those days, unless with the written authorization of their supervisor, the SRO takes vacation, personal leave, or sick leave. When working those days school is not in session, SROs may report to the school (with the permission of the building principal) to perform administrative duties, attend training, or see their supervisor for an assignment.

11. **SRO Schedules:** The SRO assigned shall prepare a monthly schedule at least 10 days prior to the first of the month indicating days required to work, hours, extra-curricular duties, institute days, assignments that require time beyond their normal shift, holidays, vacation, or personal days. These schedules shall be provided to the school principal(s). A copy of these schedules will receive prior approval from the SRO's supervisor or in the event of any emergency shall advise their supervisor as soon as possible.

- 12. Absences:** The SRO shall notify the School District Superintendent and the Winnebago Police Department as to any days in which they are not available by reason of illness or for any other reason. The Winnebago Police Department will use its best efforts to fill any absences with available staff when the School District requests an officer to replace the SRO and with adequate notice.
- 13. Uniform and Equipment:** The School Resource Officer will wear business casual attire (example - polo shirt with dress pants) while working in the schools. When attending extracurricular activities, athletic events, and dances, the officer shall wear his/her police uniform unless specifically requested to be in plain clothes. In either case, the SRO shall carry the required minimum equipment as specified in the Policy and Procedure manual. SROs not in uniform shall keep their firearm concealed at all times and have the official Police I.D. visible on their person. When not in uniform, the SRO shall have the SRO's assigned ballistic vest readily available. SROs shall checkout and utilize their assigned squad car for the workday.
- 14. Responsibilities of the School District:** The District shall provide to the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO program:
- a. A private office or area at each school within the District, furnished with a desk and office furniture, including a secured cabinet, to conduct matters of confidential business and shall be provided access to student records, if necessary.
  - b. The District shall provide the books, handout material, or other materials necessary to support the SRO's teaching curriculum.
  - c. The SRO shall not be expected or asked to detain or take into physical custody any student who has only violated District Policies or to enforce District Policies. The SRO will not discipline students pursuant to any District Policies, including the District's Code of Conduct. All disciplinary authority lies within the District. It shall be understood and agreed that the SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is a reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regular assigned lunchroom duties, hall monitoring, or other monitoring duties.
- 15. Supervision:** As specialists assigned to outside schools, SROs have a unique situation in that they report to school administrators for day-to-day assignments. However, SROs shall report to the Police Chief or his/her designee as their immediate supervisor. School



officials with problems or concerns with the SRO shall address these concerns with the Police Chief.

16. **Discipline:** As a sworn member of the Winnebago Police Department, SROs are subject to the Rules and Regulations of the police department, and the sole responsibility for discipline lies with the Chief of Police. External complaints against SROs shall be handled in accordance with the established Village procedure.
17. **Officer Evaluation:** School officials shall meet with the Winnebago Police Chief and SRO at least annually to review the SRO's performance. In addition, any new expectations for the SRO will be shared with the SRO as a result of this meeting. The review with expectations shall be summarized and documented. The SRO shall be provided with the document for reference in reaching future performance objectives. If objectives are not being met, an officer may be removed if requested by the Winnebago School District. The officer may be removed at any time by mutual agreement of both parties.
18. **Certificate/Waiver:** Should the parties have a SRO in effect in 2023, to comply with 105 ILCS 5/10-20.68 of the Illinois School Code beginning in January 1, 2021, the Village shall provide to the District a certificate of completion, or approved waiver, issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act indication that the subject officer has completed the requisite course of instruction in the applicable subject areas within one year of assignment, or has prior experience and training that satisfies this requirement.
19. **Conformance with Policy and Procedure:** While recognized as a specialty assignment, the SRO is a sworn police officer with all the rights and responsibilities of that office. SROs are required to conform to all sections of the Winnebago Policy and Procedure Manual. Specifically, officers will obey the policies regarding report completion, evidence handling, and juvenile procedures.
20. **Incidents:** Incidents that occur on school premises or off school grounds that are directly related to the school and require police intervention shall be investigated by the SRO assigned. Incidents that originate on school property after the school day, a patrol officer will take the initial report and a supervisor will refer the incident to the assigned SRO for follow-up investigation. For serious incidents reported after school, an immediate investigation will be initiated and followed up by a patrol officer. A supervisor may require the assigned SRO to return to work to assist/take over the investigation.

Assistance may also be requested from the Sheriff's Detectives or State Police Investigation Unit.

The SRO shall prepare normal police investigation and incident reports and complete all investigations in accordance with law enforcement standards. Investigations and interviews will be in accordance with Winnebago Police Department Policy, legal requirements, and District policy.

All incidents that require police action and involve students will be shared with the appropriate school staff/faculty per the Reciprocal Reporting Agreement whether the incident took place at school or not.

The Reciprocal Reporting Agreement directs the Principal to report when a student may have committed a criminal offense on school grounds, off school grounds, at school-sponsored activities or against school personnel. A criminal offense could be as simple as Disorderly Conduct that would be committed if a Student did something that alarmed and disturbed another. The SRO will investigate all cases involving students as victims or suspects in criminal activity except in cases normally handled by a school administrator. School discipline stays as school discipline unless outside history or prior in-school discipline shows a need for police involvement to assist the school or student.

21. **Search and Seizure:** The designated SRO is a person with legitimate educational interest in safety, order and discipline. If the SRO has a reasonable suspicion of school or legal violation, he may act with the principal's authority. The authority is designated to other officers when the SRO cannot be present.
22. **Guidance Counseling:** The SRO will serve as an advisor for students with problems in which violations of the law are involved. The SRO shall not engage in guidance counseling activities and shall refer any students who may require guidance counseling to the school administration.
23. **Communication:** The SRO shall serve as a liaison between the school and the local law enforcement agency to promote effective communication. The SRO will work in conjunction with school personnel to make referrals to appropriate community agencies . The SRO will serve as a consultant to the school in matters of law enforcement and juvenile procedures.
24. **Presentations:** The SRO will be available for talks on law enforcement and safety matters.

- 25. School Discipline Rules:** The SRO will refer school disciplinary infractions by students to the designated disciplinarian at the school when necessary. The parties acknowledge and agree that the District maintains responsibility and authority to have control and supervision over its schools and maintain discipline in its schools and on school property or property leased for school purposes. The District's authority extends to all activities connected with the school program, including all extracurricular activities. Notwithstanding the foregoing, to the extent any action or inaction by a student is a possible violation of federal, state or local laws and/or ordinances, the Village shall have the authority to investigate the matter and if warranted, pursue charges and/or issue citations.
- 26. Child Abuse or Neglect:** The SRO shall act as required by law including reporting and investigating any information regarding abused or neglected children which comes to the attention of the SRO in the course of the SRO's duties as the SRO. This responsibility does not negate the need for school personnel to report to DCFS or any other reporting agency as that specific employee may be required to do by policy or law as a mandatory reporting employee.
- 27. School Records and Non-Disclosure:** The Village and the District recognize that the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, et seq.) ("FERPA") and the Illinois School Students Records Act (105 ILCS 10 et seq.) ("ISSRA") imposes substantial limitations upon the circumstances under which student record information may be disclosed to persons who are not the student's parents/guardians or employees of the District. This Agreement shall be construed only so as to permit lawful disclosure by the District of student record information to the police officers assigned to the District by the Village. The SRO(s) shall abide by all applicable laws, regulations, and rules concerning restrictions on disclosures and re-disclosure of student record information pursuant to ISSRA and FERPA, and the District shall not violate nor direct the SRO to violate ISSRA, FERPA, or District rules regarding disclosure and re-disclosure. In addition to the rules, regulations, policies, and procedures of the District regarding disclosure of school record information pursuant to FERPA and ISSRA, expressly including the Reciprocal Reporting guidelines established pursuant to Section 5/10-20.14 of the School Code (105 ILCS 5/10-20.14) and the Reciprocal Reporting Agreement between the District and the Village.
- 28. Activity Reports:** The SRO shall record activities on forms and/or devices provided by the Village of Winnebago Police Department. Police reports necessary for filing insurance claims must be completed as soon as possible.

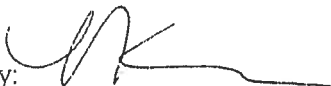
- 29. Traffic Control Duties:** The SRO will be responsible for directing traffic for students exiting at the end of the school day at Winnebago High School/Winnebago Middle School. If the SRO is unavailable or unable to perform this task, the SRO will be responsible for notifying the appropriate Winnebago High School or Middle School personnel and the on-duty Winnebago Police Supervisor for that shift, so that a patrol officer may be assigned to this detail.
- 30. Coordinating Committee:** The Village and School District shall establish a Coordinating Committee to meet and discuss any problems and to coordinate and revise the SRO Program. The committee shall include Chief of Police or designee, Superintendent of the School District or designee, and such other personnel as the parties may agree should be involved in these meetings.
- 31. Cost Reimbursement:** The School District shall reimburse the Village within thirty days of billing for all costs expended by the Village with reference to the SRO including wages and fringe benefits.
- 32. Compensation:** The compensation to the SRO, including wages and fringe benefits, shall be paid by the Village of Winnebago and reimbursed to the Village by the School District, as detailed in Appendix A which is made a part of this agreement.
- 33. Liability:** Each party shall be liable for the acts of its own officers and employees. Each party does hereby agree to and does hereby indemnify and hold harmless the other party from any acts or omissions of its officers or employees which may give rise to any liability or claims of liability, damages, actions, or judgements with respect to the operation of the School Resource Program. Each party shall maintain policies of general liability insurance to cover its obligations in this regard.
- 34. Amendments:** This agreement may be modified by the mutual agreement of the parties in writing.
- 35. Termination:** Either party may terminate this Agreement at any time with sixty (60) days written notice.

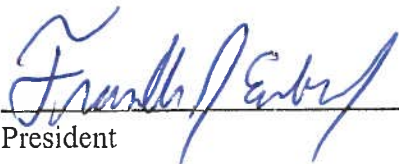
IN WITNESS WHEREOF, the undersigned Parties hereby place their hand and seal on the dates hereinafter set forth.

**Board of Education of Winnebago**

**Village of Winnebago Board**

Community Unit School District No. 323

By:   
President NICHOLE SMITH

By:   
President

Attest:   
Secretary HEATHER DUNAWAY

Attest:   
Secretary

Date: 02/13/2023

Date: 4-10-2023

**APPENDIX A**

Pursuant to Paragraph 32 entitled *Compensation* of the MOU, the parties agree to the following compensation terms:

1. Other than as specified in paragraph 3 below, the amount payable by the District for the SRO for the 2022-2023 school year will not exceed \$95,000. This includes up to 30 hours of overtime pay for SRO.
2. The parties agree that for the 2023-2024 school year, this MOU shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Village of Winnebago in its

performance under this MOU by reason of adjustments made to salaries, fringe benefits, and squad car maintenance/fuel costs. In no event will the District's costs exceed five (5) per cent from the prior year.

3. If the SRO is requested to work events by school administration or the District, as stated in Paragraphs 8b and 8c that cause total overtime hours for the SRO to exceed 30 hours for the school year, then there is no cap on overtime as the District is solely responsible for paying for this additional time at a rate of \$49.50 per hour. In the event overtime is necessary with said continued coverage for the 2023-2024 school year, said overtime amount shall be the set 30 hours of overtime for the year with additional overtime hours at a minimum amount of \$49.50 per hour, but may be negotiated between the District and the Village as the base hourly rate may have changed from year to year.
4. Costs for such services shall be billed at least quarterly and payment shall be made within 30 days of the date of invoice.