

PUBLIC SAFETY and JUDICIARY COMMITTEE AGENDA

Called by: Burt Gerl, Chairman

Members: Aaron Booker, Brad
Lindmark, Tim Nabors, Angie Goral,
Kevin McCarthy, Dorothy Redd

DATE: THURSDAY, OCTOBER 27, 2022

TIME: 5:45 PM

LOCATION: CONFERENCE ROOM 815
BEHIND COUNTY BOARD ROOM
COUNTY COURTHOUSE
400 WEST STATE STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – None
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution approving an Intergovernmental Agreement for Regional Board of Education School Resource Officer Program
- F. Future Agenda Items
- G. Adjournment



Resolution Executive Summary

Prepared By: Gary Caruana
Committee: Public Safety and Judiciary Committee
Committee Date: October 27, 2022
Resolution Title: Resolution approving an Intergovernmental Agreement for Regional Board of Education School Resource Officer Program

County Code: Not Applicable

Board Meeting Date: October 27, 2022

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$195,709
If not, explain funding source: Regional Office of Education		
ORG/OBJ/Project Code:	24000	Budget Impact: \$195,709

Background Information: The Boone-Winnebago Regional Office of Education contacted the Sheriff's Office to enter into an Intergovernmental Agreement for a School Resource Officer at Summit Academy. The School District will be reimbursing the County 75% of the total cost of the Deputy's salary and benefits. They will also be reimbursing the County for a vehicle, training and all equipment needed for a new deputy. We will be invoicing the District for all over-time expenses.

Recommendation:

Contract/Agreement:

Legal Review:

Follow-Up: Not Applicable

2022 Board Meeting

**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2022 CR _____

SUBMITTED BY: PUBLIC SAFETY AND JUDICIARY COMMITTEE

SPONSORED BY: BURT GERL

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
REGIONAL BOARD OF EDUCATION
SCHOOL RESOURCE OFFICER PROGRAM**

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government to contract and associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the County of Winnebago, Illinois is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the Regional Board of Education (hereinafter "the School District" or "District") is a duly organized and existing school district and body politic of the State of Illinois.

WHEREAS, the School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a "unit of local government" as defined in Article VII, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the Winnebago County Sheriff's Office ("Sheriff") provides law enforcement services and has full-time police officers/deputies on duty on a 24-hour basis; and

WHEREAS, the School District does not have a police force; and

WHEREAS, the School District wishes to have School Resource Officers available at its schools during the school year; and

WHEREAS, both the County and the School District, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, desire to enter into this Intergovernmental Agreement for the hiring of a School Resource Officer provided by the Sheriff; and

WHEREAS, the purpose of this Intergovernmental Agreement 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.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph Chiarelli, the Winnebago County Board Chairman, is authorized and directed to, on behalf of the County of Winnebago, enter into an Intergovernmental Agreement with the Regional Board of Education, as attached hereto.

BE IT FURTHER RESOLVED that the Intergovernmental Agreement entered into by Joseph Chiarelli pursuant to the authority granted in this Resolution shall contain substantially the same terms as the Intergovernmental Agreement which is attached to this Resolution.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the Winnebago County Sheriff, Winnebago County Auditor, Treasurer and County Administrator.

Respectfully submitted,

PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

Burt Gerl, Chairman

Burt Gerl, Chairman

Aaron Booker, Vice Chairman

Aaron Booker, Vice Chairman

Kevin McCarthy

Kevin McCarthy

Brad Lindmark

Brad Lindmark

Tim Nabors

Tim Nabors

Angie Goral

Angie Goral

Dorothy Redd

Dorothy Redd

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____, 2022.

Joseph Chiarelli, Chairman of
the County Board of the
County of Winnebago, Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

**INTERGOVERNMENTAL AGREEMENT
FOR REGIONAL OFFICE OF EDUCATION - SUMMIT ACADEMY
SCHOOL RESOURCE OFFICER PROGRAM**

This Intergovernmental Agreement (hereinafter "Agreement") is made this _____ day of _____, 2022, by and between the Regional Office of Education (hereinafter "the School District" or "District") and the County of Winnebago, Illinois (hereinafter "the County") on behalf of the Winnebago County Sheriff's Office (hereinafter "the Sheriff"). The County, the Sheriff and the School District recognize the benefits of the School Resource Officer Program to the citizens of Winnebago County and particularly to the students of the School District located within the jurisdiction of the County. The goal of this understanding is to provide policing and community-oriented services to the School District.

WITNESSETH:

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois 1970, authorizes units of local government to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law; and

WHEREAS, the School District is a duly organized and existing school district and body politic of the State of Illinois. The School District is duly created, organized, existing, and now operating under and pursuant to the provisions of the Illinois School Code, as amended, 105 ILCS 5/1.1 *et seq.*, and is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the County is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois 1970; and

WHEREAS, the Sheriff provides law enforcement services and has full-time police officers/deputies on duty on a 24-hour basis; and

WHEREAS, the School District does not have a police force; and

WHEREAS, the School District wishes to have a School Resource Officer ("SRO") available at its schools during the school year; and

WHEREAS, the County, Sheriff and the School District agree and understand that the School Resource Officer is an employee of the Winnebago County Sheriff's Office; and

WHEREAS, both the County and the School District, pursuant to Article 7, Section 10 of the 1970 Constitution of the State of Illinois, 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 and obligations of the County and School District hereto; the School District and the County agree as follows:

I. INCORPORATION OF RECITALS:

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

II. PARTIES:

This Agreement is entered into by and between the School District and the County on behalf of the Winnebago County Sheriff's Office (herein referred to as "Sheriff"). The District and County are hereinafter collectively referred to as "Party" or "Parties."

III. 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.

IV. FINANCING THE SCHOOL RESOURCE OFFICER PROGRAM:

The District shall compensate the Sheriff for the School Resource Officers (hereinafter referred to as "SRO") services, as detailed in Appendix A. Beginning in the 2022-23 school year and continuing through the 2023-2024 school year, the District shall compensate the Sheriff for the School Resource Officer Program based on 75% of each officer's actual salary and benefits. The SRO agrees to be available for any necessary District staff training at the beginning of each school year.

It is contemplated that the work hours of the assigned SRO may be modified on days where the SRO's presence is required for evening events, and such evening events may be subject to an overtime rate. All overtime authorized by the District in writing prior to the work shall be paid to the Sheriff by the District at 100% of the overtime hours worked in the Program. The compensation due to the Sheriff from the District shall be adjusted on an ongoing basis to reflect the current salary costs of the Sheriff pursuant to its policies and applicable agreements, including any collective bargaining agreement affecting such salary costs.

V. EVALUATION AND FUTURE FUNDING:

Prior to July 1st of each year, and as may be necessary from time to time, the County, Sheriff and District shall evaluate the effectiveness of the Program and consider whether modifications to the Program are necessary or advisable to accomplish its purpose. The County, Sheriff and District agree to cooperate and negotiate in good faith in fulfilling the intent of the County, Sheriff and District concerning continuation of the Program and future funding of the Program by the County, Sheriff and the District.

VI. RIGHTS AND DUTIES OF THE SHERIFF:

The Sheriff shall provide 1 School Resource Officer to the District as follows:

1. The Sheriff shall assign one regularly-employed police officer to the Program. Prior to assignment, the Sheriff will identify the proposed SROs and their qualifications to the District for consideration as SRO officers. The Sheriff will make the final selection of the SROs in consultation with the District. The Sheriff will not appoint a person as SRO to whom the District objects.
2. The Sheriff or designee shall perform scheduled and non-scheduled visits to schools within the District.
3. The School Resource Officer is and shall remain an employee of the Winnebago County Sheriff's Office and shall be supervised through and directed by the Sheriff in consultation with the District. All activities of the School Resource Officer shall be undertaken as an employee of the

Winnebago County Sheriff's Office pursuant to all applicable laws and Sheriff's Department rules, regulations, policies and procedures.

4. Regular Duty Hours of the SROs.

A. The SRO shall be regularly assigned to the Program when school is in session on weekdays, but not during summer school, from 7:36 a.m. to 4:00 p.m. on all days of student attendance. The SRO may also be in attendance, as necessary, pre-approved by the District and at an overtime rate, to i) testify at student discipline or expulsion hearings as requested; ii) attend school and District in-service training and iii) attend parent, faculty, student, administration and other meetings to provide information regarding the SRO Program (to the extent such programs fall outside the regular duty hours of the SRO).

B. The SRO may be temporarily reassigned by the Sheriff during a law enforcement emergency or to participate in mandatory police training as determined by the Sheriff's Office. In such events, the compensation paid by the District shall be proportionately reduced.

C. If the SRO assigned to the School District is absent on vacation, sick time, time coming leave, personal days off, military training or other authorized absences, there shall be no replacement unless preapproved by the School District. The Sheriff will provide the District with the costs of a replacement, except as herein provided in paragraph 3 of Appendix A, which is incorporated herein and attached hereto.

5. Duties, Obligations and Procedures of the SRO.

The SRO shall/will:

A. Wear the utility pants commonly known as "BDUs" and polo shirt unless special circumstances require other form of dress.

B. Provide classroom presentations when requested by a teacher on such topics as the role of policing in the community, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement and youth programs.

C. Participate in discussions to establish rapport with students.

- D. Take appropriate law enforcement action as required by law and Sheriff's Department rules, regulations, policies and procedures.
- E. Notify the school principal as soon as practical of any violations or actions which impact the school discipline, order or safety and such other violations and actions as the District Superintendent/principal reasonably requests to be reported. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to the District Policies, Sheriff's Department rules, regulations, policies and procedures, and legal requirements with regard to such interviews.
- F. Obtain prior permission, advice and guidance from the District Superintendent/principal before enacting any law enforcement program with the District.
- G. Provide assistance to school administrators, faculty, and staff, upon request, in developing emergency procedures and emergency management plans to include prevention and/or minimization of dangerous situations which may result from student unrest or unauthorized intruders.
- H. Be familiar with District Policies, including the District's Code of Conduct.
- I. Develop a rapport with students and a working relationship with student organizations, faculty, staff members, District administrators and community members.
- J. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, parking attendants, and building security personnel.
- K. Maintain detailed, accurate and up to date records as agreed by the Sheriff and District Superintendent/principal.
- L. Attend, whenever possible, school and District in-service training as recommended by the District Superintendent/principal.

M. Perform other duties which will promote the purposes of the SRO Program and which are mutually agreed upon by the District Superintendent/principal and the Sheriff.

N. Any additions to the above duties, obligations and procedures must be mutually agreed upon by the Sheriff and the District Superintendent. These protocols may be modified or amended at any time by unanimous written agreement of the Parties.

VII. RESPONSIBILITIES OF THE SCHOOL DISTRICT:

The District shall provide to the full-time School Resource Officers the following materials and facilities, which are deemed necessary to the performance of the SRO Program.

1. 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, in compliance with District policies, and State and Federal laws and regulations.
2. The District shall provide the books, handout material, or other materials necessary to support the SROs' teaching curriculum. Any materials to be used shall be communicated to the District for prior approval.
3. The District shall pay for the operating costs of one marked patrol car, including but not limited to, fuel, oil changes, licensing, washing and all other reasonable and necessary maintenance and repairs.
4. 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 a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense.

VIII. EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER:

The School Resource Officer shall remain an employee of the Winnebago County Sheriff's Office and shall not be deemed an employee of the District. The District and the Sheriff acknowledge that the School Resource Officer is a law enforcement officer who shall uphold the law under the direct supervision and control of the Sheriff. The School Resource Officer shall remain responsive to the chain of command of the Sheriff's Department.

The District's Superintendent has the rights and responsibilities to report any alleged misconduct, non-compliance with the District's Policies or other questionable behavior on the part of the School Resource Officer to the Sheriff. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone.

IX. LIABILITY AND INDEMNIFICATION:

It is the intent of the parties that the SRO is an employee of the Sheriff's Department. The County and/or Sheriff agrees to defend, indemnify, and hold the District harmless from any claims, suits or causes of action arising from the performance of the duties of the SRO or employment claims brought by the SRO, including but not limited to: lawsuits or administrative actions alleging discrimination, civil rights violations, noncompliance with employment statutes, workers' compensation, improper salary withholding, improper overtime reimbursement, or improper income tax withholding.

The District shall indemnify and hold harmless the County and/or Sheriff against any and all losses, liabilities, damages, claims, suits, costs, actions, expenses or judgments, including reasonable attorney's fees, as a result of the negligent or willful or wanton acts of the District and/or the District's employees in connection with or as a result of this Agreement.

Nothing in this Agreement is intended to constitute nor shall constitute limitation or waiver of the defenses available to the County, Sheriff and the District, including those under the Tort Immunity Act.

X. DISMISSAL OF SCHOOL RESOURCE OFFICER REPLACEMENT

1. In the event the District Superintendent believes that the SRO is not effectively performing his/her duties and responsibilities, the Superintendent shall notify the Sheriff's Office. A meeting shall be conducted with the SRO in order to informally mediate or resolve any problems. If the continued

assignment of the SRO is unacceptable to the District following the meeting, a different SRO shall be assigned by the Sheriff.

2. The Sheriff, at his/her sole discretion, may dismiss, reassign or transfer the School Resource Officers based on departmental rules, regulations, administrative reasons, departmental directives, and/or collective bargaining agreements or when it is in the best interest of the Sheriff's Office to do so.
3. In the event of resignation, dismissal, reassignment, or transfer of the School Resource Officers, the Sheriff shall provide a temporary replacement of the School Resource Officer in a timely and efficient manner. A permanent replacement for the School Resource Officer shall be made as soon as practical. The District understands that the process to hire and train a qualified SRO is time-consuming. In the event that the Sheriff is unable to provide an assigned SRO under this Agreement, including cases of an SRO's resignation, dismissal, reassignment or transfer, the compensation paid by the District to the Sheriff during regular school term while school is in session shall be reduced proportionately.

XI. CONFIDENTIALITY

In pursuit of the goals and objectives previously stated, the County, Sheriff and the District intend to share information under this Agreement subject to:

- *Family Education Rights and Privacy Act* (20 U.S.C. § 1232g; 34 CFR Part 99)
 - *Illinois School Student Records Act* (105 ILCS 10/6)
 - *Illinois Juvenile Court Act of 1987* "Law Enforcement Records" (705 ILCS 405/5-905)
- and their respective rules and regulations.

The County, Sheriff and the District may communicate to the general public through newspaper, electronic, and other media regarding the services provided by the SRO under this Agreement; provided, however, that any communication shall not disclose student record information, unless such disclosure is permitted or required by law.

XII. TERM OF AGREEMENT AND TERMINATION:

This Agreement shall be effective upon the date stated in Section XVIII and shall remain in effect for a period of three (3) years from that date or until

terminated by either the County or the District, as detailed below. However, the District will not be required to compensate the Sheriff until the SRO commences work in the District pursuant to the Program.

This Agreement may be terminated with or without cause, at the sole discretion of either the County or the District, by the County or District giving ninety (90) days written notice to the other Party.

For purpose of notice, the addresses of the County, Sheriff, and District are as follows:

If to the County: Winnebago County Administrator
Winnebago County Administration Building
404 Elm Street
Rockford, Illinois 61102

If to the Sheriff: Winnebago County Sheriff
Winnebago County Justice Center
650 W. State Street
Rockford, IL 61102

If to the School District: Regional Superintendent
Regional Office of Education
300 Heart Blvd
Loves Park, IL 61111

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

XIII. GOOD FAITH:

The County, Sheriff and District, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The County, Sheriff and District agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise by good faith negotiations before resorting to any litigation.

XIV. MODIFICATION

This document constitutes the full understanding of the County, Sheriff and District, and no terms, conditions, understanding or agreement purported to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the affected Parties.

XV. DISCLAIMER OF RELATIONSHIP

Nothing contained in this Agreement nor any act of the County, Sheriff and District parties, shall be deemed or construed by the County, Sheriff, and District or by third persons to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County, Sheriff or the District.

XVI. COUNTERPART

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

XVII. BINDING AUTHORITY

The individuals executing this Agreement on behalf of the County, Sheriff and the District represent that they have the legal power, right, and actual authority to bind their respective party to the terms and conditions of this Agreement.

This Agreement entered into by the County by Resolution 22 - _____ at the regular meeting of the County Board of the County of Winnebago, Illinois _____ in compliance with the Open Meetings Act.

XVIII. EFFECTIVE DATE:

This Agreement is effective upon the date of the last Party to sign.

[Signature Page Follows]

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

Regional Office of Education

County of Winnebago, Illinois

By: _____
Regional Superintendent

By: _____
Joseph Chiarelli
Chairman of the County
Board of the County of
Winnebago, Illinois

Date: _____

Attest: _____
Secretary

Attest: _____
Lori Gummow
Clerk of the County Board of
the County of Winnebago,
Illinois

Date: _____

Date: _____

Winnebago County Sheriff's Office

Gary Caruana
Winnebago County Sheriff

Date: _____

Appendix A

Pursuant to *Section IV. Financing the School Resource Officer Program* of the Agreement, the County, Sheriff and District agree to the following compensation terms:

1. Other than as specified in paragraph 3, below, the amount payable by the District to the Sheriff for the SRO for the 2022-2023 school year is approximately \$195,789.50.
2. The parties agree that for the 2022-2023 and 2023-24 school years, this Agreement shall be adjusted to reflect any actual increase or decrease in the personnel costs incurred by the Winnebago County Sheriff's Office in its performance under this Agreement by reason of adjustments made to salaries and fringe benefits in response to changes made to the Fraternal Order of Police Lodge #50 contract between Winnebago County, the Sheriff and the Fraternal Order of Police Labor Council.
3. In order to continue coverage when the assigned SRO is on vacation, etc., pursuant to Section VI, Paragraph 4. C in this Agreement, overtime may be necessary to hire back another deputy for coverage. In the event this is necessary for the 2022-23 school year, such overtime costs payable by the District shall be payable at a rate of 1 ½ the hourly rate of the assigned deputies plus benefits. In the event overtime is necessary with said continued coverage for the 2022-2023 and 2023-2024 school years, said overtime amount shall be based on actual overtime costs incurred by the Sheriff.
4. Payments for all services under this Agreement shall be billed and made quarterly.