

RESOLUTION 24-11

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE SCHOOL RESOURCE OFFICER PROGRAM BY AND BETWEEN THE VILLAGE OF MANTENO AND MANTENO COMMUNITY UNIT SCHOOL DISTRICT NUMBER 5, KANKAKEE COUNTY, ILLINOIS

BE IT RESOLVED by the President and Board of Trustees of the Village of Manteno, Kankakee County, Illinois, as follows:

Section 1

The Memorandum of Understanding with respect to the School Resource Officer Program, in substantially the same form as attached hereto as Exhibit "A," between the Village of Manteno and Manteno Community Unit School District Number 5, Kankakee County, Illinois, is hereby approved and incorporated herein as a part of this Resolution.

Section 2

The President is hereby authorized and directed to execute the Memorandum of Understanding and such other documents as may be necessary to implement the same.

Section 3

All resolutions or parts thereof in conflict with this Resolution are hereby repealed.

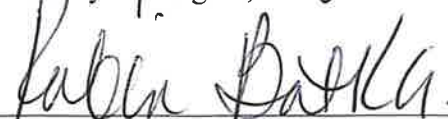
Section 4

This Resolution shall be in full force and effect upon its adoption.

Adopted September 3, 2024.



Timothy O. Nugent, President



Robin Batka, Village Clerk

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM
AT MANTENO SCHOOLS**

**VILLAGE OF MANTENO POLICE DEPARTMENT
AND
MANTENO PUBLIC SCHOOLS**

We do hereby agree that it is mutually beneficial to all parties for Manteno Police Officers to be assigned as School Resource Officers to schools within the Village of Manteno. It is understood by all parties that officers are employees of the Village of Manteno Police Department.

The purpose of this document is to facilitate a clear understanding of roles, duties, and responsibilities. This Memorandum of Understanding, (MOU) is being set forth on this 1st day of August, 2024 with full recognition that the agreement and document must be a living document to allow for program evolution and provide for some Village of Manteno and Manteno School District variances, needs, and future changes. This MOU is being set forth to provide universal clarification of expectations, to minimize confusion, and to provide for consistency between officers, schools, principals, and directors.

The Manteno Police Department recognizes and supports the need for safe schools and a safe learning environment for our youth. In furtherance of that goal, the Manteno Police Department School Resource Officer shall work in partnership with school officials toward this end. The schools will provide a private office, office furnishings, telephone, and a computer to the SRO for his/her use in the school. The Police Department will provide any required police equipment, including radios and motorized and non-motorized vehicles to the SRO.

MISSION STATEMENT

MANTENO SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment and strives to build trust and relationships with students, parents and faculty to prevent individual problems from developing into patterns of delinquency.

**MANTENO POLICE DEPARTMENT SCHOOL RESOURCE OFFICER
PROGRAM OBJECTIVES**

1. Friendly contact between the Police Department and the Village's youth.
2. Assistance and information sharing concerning problems and issues affecting the schools and students.
3. Education of children regarding the role of laws, courts, and Police in society.
4. Protection and education of children involving molestation, involvement with older law violators, and other harmful influences.
5. Investigation of cases involving juveniles and use of effective alternatives to court whenever possible.
6. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment.
7. Effective problem solving and liaison with neighborhoods surrounding the schools, which are affected negatively by the conduct of students.

It should be recognized that School Resource Officers:

- ◆ are considered school officials when requested and to work as a team with other school officials for the betterment of students and the school and neighborhood environment as a whole, including searches and interviews of students.

- ◆ are encouraged to work extra-curricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. Any work by the SRO in this capacity will be approved by the assigned Police Department Supervisor and will be consistent with the FLSA and Police Union Contract. The SRO may be used as a replacement officer for off-duty/special duty assignments. Use of the SRO for these events will not relieve the School District of the need to provide adequate security at special events. All after hours work shall be approved by the SRO supervisor in advance;

- ◆ are expected to keep the school principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student. This, of course, will occur consistent with the laws of the State of Illinois;

- ◆ are police officers assigned as Uniform Patrol Officers of the Operations Division of the Manteno Police Department, as and such, will be armed while on duty. Their primary responsibilities are to build trust and relationships with students, parents and faculty to garner information. When necessary, the SRO will investigate criminal cases involving youth, maintain order through the enforcement of local, state and federal laws, and enforcement of the school code of conduct for the purpose of maintaining a safe and effective learning environment in the schools;
- ◆ are to be involved in school discipline, when it pertains to preventing a disruption that would, if ignored, place students, faculty and staff at risk of harm, the SRO will resolve the problem to preserve the school climate. In all other cases, disciplining students is a School District responsibility, and the SRO will take students violating the code of conduct to the principal where school discipline can be meted out.
- ◆ are governed by the rules, policies, shifts, schedules, procedures and practices of the Manteno Police Department and the Village of Manteno, under the supervision of an assigned Sergeant;
- ◆ are expected to attend all training, meetings and appointments assigned by the Manteno Police Department. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible but the potential exists that such requirements will take precedence over school presence. The officer shall strive to keep the school principal or his representative informed about his/her absences and/or activities as appropriate on a need to know basis;
- ◆ are governed and covered by the current Collective Labor Agreement between Village of Manteno and the Illinois Fraternal Order of Police Labor Council;
- ◆ are considered by the Village of Manteno as “non-exempt” employees covered by the Fair Labor Standards Act and subject to it and the Police Union Contract for compensation and pay; duty assignment in the summer months, when school is not in session, will be under the direction of the Chief of Police or his/her designee. SRO's may also be required to work regular police duty assignments, at other times when school is not in session, when so directed by the Chief of Police or his/her designee;
- ◆ are police officers and not school teachers, school administrators, nor school counselors. The officers will assist teachers with classroom presentations on relative topics when requested and able. They will also work with families, individual students and other school staff members with counseling and guidance efforts when requested and appropriate. We, the undersigned, encourage team work, partnerships, cooperation and coordination between the officers, their supervisors and the school administrators and their staff, as well as with the surrounding neighborhood;

The following agreements are made in connection to School Resource Officers:

1. The School Resource Officer shall be a person who has received specialized training to work with youth at a school site. While it is contemplated that each police officer serving as a School Resource Officer shall consult and coordinate with the school administration, they function as police officers responsible for carrying out their duties and responsibilities as such, and shall not act as school disciplinarians, the latter being the responsibility of the school administration.
2. Each School Resource Officer will assist other school officials in their efforts to maintain an appropriate educational environment for students, but in doing so shall not enforce or assume authority in matters involving school rules and regulations. The SRO will perform the duties identified in the job description developed by the Manteno Police Department. A copy of the current job description is attached hereto as Exhibit A. The parties understand and agree that the job description may be revised at any time, as determined by the Department in its sole discretion. In that event, the Department will provide a copy of the revised job description to the School District.
3. SROs, School Administration for the respective schools and the assigned Police Supervisor will meet at the beginning of each school year to determine the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly, in an effort to determine the effectiveness of the SRO program. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.
4. The SRO assigned to the schools will divide his/her time between the schools, based on each school's needs at any given time as the primary determining factor. The SRO will consult with the building principals in the allocation of his/her time among schools.
5. Each School Resource Officer shall remain as an employee of the Village but shall be considered a District staff member for purposes of school searches, student interviews, and other activities recognized by Illinois law as school staff, not police activities. The Village agrees to provide and pay each SRO the salary and employment benefits required in accordance with any applicable employment agreement and practices of the Village. The Village, in its sole discretion, shall have the power and authority to hire, discharge and discipline each SRO and the Village shall hold District 5 free, harmless and indemnified from and against any and all claims, suits, or causes of action arising out of allegations of unfair or unlawful employment practices brought by such officers, unless such allegations arise out of the willful or negligent actions of the District and/or its officers and employees.

SELECTION AND FINANCIAL CONSIDERATION

The SRO will be selected by Manteno Police Department protocol with input from School District representatives. While he will duly consider the School District recommendations, selection of each School Resource Officer is within the sole discretion of the Manteno Chief of Police.

PROGRAM ASSESSMENT

The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly between the Manteno Police Department and the Manteno School District. The following areas, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives.
- ◆ An internal survey of high school administration, faculty and student council members, primarily concerning perceptions of safety and security.
- ◆ Traditional police-citizen contacts (citations, arrests, FIRs, etc.).
- ◆ Non-traditional police-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to police efforts to address issues concerning the schools and students.
- ◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

Each officer's effectiveness in the program will be evaluated at the end of each school term. The Principal(s) will provide input into the evaluation. This may include a recommendation to the Chief of Police that the officer not be assigned to the SRO position the following year. The Chief of Police will seriously consider the evaluation and the input of the School District when assigning an officer to the SRO position and will make a good faith effort to address any concerns raised. Ultimately, however, the final decision on which officer will be assigned as a School Resource Officer is within the sole discretion of the Manteno Chief of Police.

COMPENSATION:

The Manteno School District agrees to reimburse the Village of Manteno, on a quarterly basis, fifty percent (50%) of the total costs associated with the employment of the SRO. Those costs include the following:

- a) Salary (Including School Related Overtime and Annual Raises)
- b) Holiday, Vacation and Benefit Pay
- c) Employer SS and Medicare Contributions

- d) Workman's Compensation Coverage
- e) Unemployment
- f) Employer Contribution for Illinois Police Pension Fund
- g) Village Portion of Health/Life/Dental Insurance Premiums
- h) Health Insurance Deductible Reimbursements (If used)
- i) Uniform Allowance
- j) Physical Fitness Stipend (If applied for)

The Village will provide quarterly invoices detailing the costs and breakdown the School's portion to be reimbursed, which shall be due and payable upon receipt.

EFFECTIVE DATE

This Memorandum of Understanding is effective August 1, 2024 and shall remain in effect through July 30, 2027 unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

This is a three-year agreement and cannot be terminated anytime during the initial three years, unless both parties agree in writing to the termination. Either party may terminate this agreement upon sixty (60) days written notice to the other party after the initial three-year period. (July 30, 2027)

INDEMNIFICATION

The City agrees to hold the School District, its Board of Education, Board members, agents and employees, free, harmless and indemnified from and against any and all claims, suits or causes of action arising from or in any way out of the performance of the duties of the police officers serving as School Resource Officers. The School District agrees to hold the City, its agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of action arising from or in any way out of the performance of duties by School District employees.

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

No modification of this Agreement shall be valid or binding unless the modification is in writing, duly dated and signed by both parties.

Executed this 24th day of September, 2024.

MANTENO SCHOOL DISTRICT

By: 

SUPERINTENDENT

MANTENO POLICE DEPARTMENT

By: 

CHIEF OF POLICE