



Memorandum

To: Finance & Personnel Committee

From: Angela L. Hammer, Legal Director

Subject: Intergovernmental Agreement with Board of Education of the Rockford Public Schools, District No. 205 for Police Services

Date: June 4, 2026

Staff recommends approval of the attached Intergovernmental Agreement (“IGA”) with the Board of Education of the Rockford Public Schools, District No. 205 (“RPS 205”) for police services. The most recent IGA with RPS 205 for police services will expire on June 30, 2026.

Under the terms of this one-year Agreement, the Rockford Police Department will assign up to ten (10) School Liaison Officer’s to provide security at RPS 205 schools. RPS 205 is responsible for paying the actual costs of the officers, including salary, benefits, and supplies not to exceed \$1,235,514.86. In addition, RPS 205 will be responsible for overtime for school officers and additional police personnel required to staff extra-curricular or evening school events at the district’s request.

COMMITTEE REPORT

TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:

Council Members:

The Committee on Finance and Personnel having received a request hereby begs leave to report recommending **approval** of the Intergovernmental Agreement with Board of Education of the Rockford Public Schools, District No. 205 for Police Services. The Legal Director shall prepare the appropriate ordinance.

Kevin Frost (Chair)

Chad Tuneberg (Vice chair)

Frank Beach

Dawn Granath

Jaime Salgado

Committee Action Taken:

Frost:	Ayes:___	Nays:___	Absent:___
Tuneberg:	Ayes:___	Nays:___	Absent:___
Beach:	Ayes:___	Nays:___	Absent:___
Granath:	Ayes:___	Nays:___	Absent:___
Salgado:	Ayes:___	Nays:___	Absent:___

MAY 19 2026

Rockford Public Schools

MOUMEMORANDUM OF UNDERSTANDING
FOR SCHOOL RESOURCE OFFICERS

This Memorandum of Understanding ("MOU") is made this 19 day of May, 2026, by and between the City of Rockford, Illinois (the "City") and the Board of Education of the Rockford Public Schools, District No. 205, Winnebago and Boone Counties, Illinois (the "District"), and with such entities collectively referred to in this MOU as the "Parties".

WHEREAS a safe, productive education learning environment for Rockford Public School students is a matter of public concern, and the provision of such safety is in the public interest; and

WHEREAS the community will be benefited by the cooperation evidenced by the agreement between the public bodies who are parties hereto; and

NOW, THEREFORE, in consideration of the covenants and mutual agreements contained herein, the Parties agree as follows:

I. AUTHORITY

- A. The District is a duly organized and existing school district and body politic of the State of Illinois. The 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. (the "Illinois School Code") and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act, as amended, 5 ILCS 220/1 et seq. (the "Intergovernmental Cooperation Act").
- B. The City is a duly organized body politic created under the provisions of the laws of the State of Illinois. The City is now operating under and pursuant to the provisions of the Illinois Municipal Code, as amended (65 ILCS 5/1-1-1 et seq.; the "Municipal Code"), is a "unit of local government" as defined in Article 7, Section 1 of the Constitution of the State of Illinois, and is a "public agency" as defined in Section 2 of the Intergovernmental Cooperation Act.
- C. Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes units of local government and school districts to contract or otherwise 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 by ordinance. Participating units of government may use their credit, revenues, and other sources to pay costs and to service debt related to intergovernmental activities.
- D. Section 3 of the Intergovernmental Cooperation Act provides that "[a]ny power or powers, privileges, functions or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred and enjoyed jointly with any other public agency of this State . . ."
- E. Section 5 of the Intergovernmental Cooperation Act provides that "[a]ny one or more public agencies may contract with any one or more other public agencies to perform any governmental services, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract and except where specifically and expressly prohibited by law. Such contract

shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties."

- F. Section 10-20.68 (a-5) of the Illinois School Code provides that "a memorandum of understanding between a local law enforcement agency and a school district is required for any school district who uses a school resource officer."

II. PURPOSE

The purpose of this MOU is to conduct a School Resource Officer program with the District's schools to provide school security during the school day and for after school events, including establishing guidelines for the District, City, and the City of Rockford Police Department ("Department") as to the role and responsibilities of each in the use of the District's security cameras and surveillance in the District schools.

III. TERM

The term of this MOU shall be from July 1, 2026, and shall expire June 30, 2028, unless sooner terminated or canceled as provided herein.

IV. DEPARTMENT RESPONSIBILITIES

A. Establish School Resource Officers

1. Composition:

The school resource officer unit ("unit") shall consist of ten (10) full time police personnel, including one (1) supervising sergeant. The Department must endeavor to use best efforts by taking, in good faith, all reasonable steps to maintain a full unit during the Term of this MOU. Each school resource officer shall serve in the unit for the full Term of the MOU, subject to the requirements of Section IV.B.5. of this MOU.

2. Purpose:

At the District and the Department's direction, the school resource officers will provide school security in District Schools, on District property.

B. School Resource Officers

1. Selection:

The school resource officers will be selected by the Department with the concurrence of the District, however, such selection and concurrence shall not violate any tentative agreements and/or provisions of the collective bargaining agreement between the City of Rockford and Policemen's Benevolent and Protective Association, Unit 6, including bidding and posting procedures.

The City shall use its best efforts to negotiate a provision in its collective bargaining agreement with the Policemen's Benevolent and Protective Association, Unit 6 wherein the term limit of the supervising sergeant and the term limits of the school resource officers may be extended for an additional term based upon the approval

of the City and the recommendation of the District. School resource officers are employed by the City.

2. **Qualifications and Certification:**

School resource officers will have standardized police officer training, have completed their probationary period of service within the Department, and have the minimum qualifications for school resource officers established by the State of Illinois. resource

The Department must provide to the District evidence that school resource officers working with the District pursuant to 105 ILCS 5/10-20.68, have either of the following qualifications issued by the Ill. Law Enforcement Training Standards Board under Section 10.22 of the Ill. Police Training Act (50 ILCS 705/10.22): (1) a certificate of completion for the required course of instruction or (2) an approved waiver (prior experience and training only). Such training must include specific training on working with students with disabilities to ensure appropriate and effective interactions that support their educational and behavioral needs. The certificate of completion or waiver of it must be obtained within one year of assignment to the District.

School resource officers shall complete the District's Crisis Prevention Institute ("CPI") Training or other similar designated District training within six (6) months of becoming school resource officers.

3. **Authority:**

School resource officers are authorized to enter into or on all District property with full rights to enforce law and order.

a. **Prohibition on Issuing Tickets or Citations.** In accordance with 105 ILCS 5/10-22.6(i), school resource officers are prohibited from issuing municipal code tickets or citations to students for incidents occurring: (1) on school property during school hours; or (2) during school-related transportation. 105 ILCS 5/10-20.68(a-5)(3).

4. **Scheduling and Deployment:**

School resource officers shall be assigned to District buildings by the Department with input from the District. All the school resource officers shall work eight (8) hours per school day, excluding any overtime. Ten (10) school resource officers shall work on all scheduled school days, including staff improvement days and school breaks shorter than one week during each academic term for the duration of this MOU. School resource officers shall begin work prior to the start of the school day at four (4) high school locations (East, Jefferson, Auburn, and Guilford High Schools). School resource officers shall arrive at four (4) high school locations (East, Jefferson, Auburn, and Guilford High Schools) prior to admittance of students into the buildings. After a school resource works eight (8) hours, another school resource officer can cover the remaining hour(s) left in the four (4) high schools' school days if possible, otherwise work over eight (8) hours shall be

considered overtime and shall be in addition to the not-to-exceed amount set forth in Section V(E) of this MOU. The unit shall have Labor Day, Memorial Day and Thanksgiving Day as holidays. The supervising sergeant shall work throughout the calendar year during the term of this MOU. School resource officers will be scheduled and deployed in a manner mutually agreed on by the District and the Department through a school resource officer deployment plan. A split shift schedule may be used in order to ensure coverage of regular school hours. All overtime events shall be immediately reported to the District's Director of Security Services. The City and the District's Director of Security Services shall work collaboratively to ensure that daily overtime is minimized.

5. **Removal:**

- a. A school resource officer shall be removed immediately from the School Resource Officer program at the sole discretion of the Department's Chief of Police upon request of the District's Superintendent of Schools or the Superintendent's designee, if an allegation of misconduct is made against a school resource officer in connection with a school resource officer's alleged abuse or mistreatment of a District student or violation of District policy. In such event, the Department must endeavor to make best efforts by taking, in good faith, all reasonable steps to provide another school resource officer to serve as a replacement.
- b. The Department shall accommodate the District Superintendent of Schools', or his/her designee's, request that identified school resource officer(s) not be assigned to work in specified District properties.
- c. The Department must provide 14 days advanced notice to the District in the event of a planned removal of a school resource officer from the unit, for example, promotion, transfer, or resignation, of a school resource officer from the unit. In the event of a planned or unexpected removal of a school resource officer from the unit, the Department must meet with the District immediately, without delay, to create an agreed action plan to fill the unit.

6. **Annual Performance Review:**

The District shall provide annual performance reviews on all school resource officers assigned to the unit. The City shall address performance issues from those reviews and shall consider said reviews in making assignments of school resource officers within the unit.

C. **School Resource Officers' Role, Duties, and Responsibilities**

School resource officers will perform such duties as assigned to it by the Department after consultation with the District. These shall include, but are not limited to, the following:

1. **Law Enforcement:**

School resource officers will enforce all applicable federal, state and local laws.

2. **Investigate Crime:**
School resource officers will investigate crime that takes place at assigned District schools.
3. **Coordination with District:**
All security issues, matters requiring investigation and the development of programs that reduce the level of vulnerability to criminal acts, will be coordinated with the District on-site school administrator and the school resource officer supervisor.
4. **Assist Others:**
School resource officers will provide emergency assistance to those in distress, assist in resolving conflicts that threaten personal safety, the security of personal and state property, and the educational process.
5. **Classroom Presentations.**
When requested by the District, school resource officers will be available for classroom presentations and question/answer sessions related to the law enforcement profession.
6. **Reporting:**
School resource officers shall be in their assigned Department patrol cars at the beginning of their shift and, without delay, report directly to their assigned school. Officers will participate in a virtual roll call at their assigned schools. All equipment required for the virtual roll call shall be provided by the District in accordance to the Information Technology needs of the District and Department.

D. Equipment

1. Police patrol cars as normally required by the Department will be made available to the school resource officers while this MOU is in effect.
2. The Department will provide school resource officers with police radios, armament, uniforms and other equipment normally available to Department personnel.

E. Method of Invoicing

The City of Rockford Finance Department will submit monthly to the District, an invoice for payment by the District. Invoices for the school resource officer services shall be sufficiently detailed so the District can track work activities and overtime events to specific personnel.

V. DISTRICT RESPONSIBILITIES

A. **Program Direction**

1. In consultation with the Department, provide program direction through the Department's supervising sergeant who is in charge of the School Resource program for the Department.
2. In consultation with the Department, the District shall implement the school resource officer deployment plan.
3. Request, through review with the Department's supervising sergeant, all required police reports and records.
4. Provide Department school resource officers with office space, which includes a desk, telephone and a locked filing cabinet in each District building in which school resource officers' work.
5. Coordinate school resource officer classroom presentations to District students.
6. With the agreement of the Department, prescribe any other duties that may be necessary consistent with the security and law enforcement purpose of this School Resource Officer program.

C. **Compensation**

The District shall pay the Department for the actual costs of ten (10) school resource officers, including benefits and supplies in accordance with Appendix A. Such payment shall not exceed one million two hundred thirty-five thousand five hundred fourteen and 86/100 (\$1,235,514.86) for the first year of the term and one million two hundred seventy-four thousand, nine hundred twenty-two and 06/100 (\$1,274,922.06) during the second year of the term. Total Compensation shall not exceed two million five hundred ten thousand four hundred thirty six dollars and 92/100 (\$2,510,436.92) during the term. In addition, the District shall be responsible for the actual costs of overtime worked by members of the unit, which may be necessitated by reporting to schools as requested by the District prior to the start of the regular school day, arrests, report writing and end of day matters that cannot be concluded within the normal hours of the school resource officers. In addition, the District shall be responsible for overtime for school resource officers and additional police personnel reasonably required to staff extra-curricular or evening school events at the District's request. The District shall pay the Department during the time school resource officers attend District CPI training or other similar District designated training. However, the District shall not pay the Department during the time school resource officers attend Department training. In addition, the District shall not pay compensation to the Department for school resource officers who are on sick leave for more than three consecutive work days. The District shall pay monthly invoices within forty-five (45) days of being submitted by the Department.

VI. JOINT RESPONSIBILITIES

A. School Resource Officer Program

The School Resource Officer program goals and objectives will be developed and mutually agreed on by the District and the Department.

B. Program Evaluation

The District and the Department will determine and implement a process for the regular review and evaluation of the School Resource Officer program, which shall include community and stakeholder input. At minimum, the parties will meet quarterly during the District's regular school calendar year, to evaluate the execution of the School Resource Officer program.

C. Data Collection

The Parties will outline a process for collecting data in accordance with 105 ILCS 5/2-3.206 on the number of students who are referred to a law enforcement agency or official and the number of instances of referrals to law enforcement that such students received. This District will annually report this data to the Ill. State Board of Education, disaggregated by race and ethnicity, sex, grade level, whether a student is an English learner, and disability. *Referral to law enforcement* means an action by which a student is reported to a law enforcement agency or official, including a school police unit, for an incident that occurred on school grounds, during school-related events or activities (whether in-person or virtual), or while taking school transportation, regardless of whether official action is taken. *Referral to law enforcement* includes citations, tickets, court referrals, and school-related arrests.

VII. VIDEO RECORDINGS & IMAGES FOR SECURITY PURPOSES

The images created on the District security cameras are created for security purposes and are therefore, generally, not school student records as defined by the Illinois School Student Record Act, 105 ILCS 10/1 et seq.; Section 375.10 of the Illinois Administrative Regulations, 23 ILADC 275.10; or Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232(g). Such images may, however, become student records if subsequently used by the District in a student matter, such as, for example, in student discipline matters. In such event, the Department shall erase any images that the Department has retained and that have become school records, unless such images are part of an active police investigation into actual or suspected criminal activity.

A. District Responsibilities – Video Recordings & Images

1. Effective on the date of execution of this MOU, in Emergency Situations as defined herein, the District shall provide the Department school resource officers access to real-time footage or video recordings from District security cameras and shall further provide for the integration of its cameras from all District Schools into the Department's video management and monitoring platform to allow remote video access. Such access shall be limited as set forth herein.

2. Emergency Situations: School resource officers will be provided access and monitor real-time footage or video recordings from school cameras, and the Department will be provided remote access to the District's cameras to view real-time footage and video recordings in the event of Emergency Situations, which shall be limited to:
 - a. Emergency Situations or circumstances that produce an immediate threat to life, limb, or public safety including but not limited to active shooters, bomb threats, or other dangerous situations;
 - b. Situations where real-time monitoring or remote access to camera feeds may prove essential in organizing the response of law enforcement, fire services, and/or emergency personnel for the safety of students, faculty, and staff; or
 - c. Other circumstances, as requested by the District.
3. Non-Emergency Situations: It is not intended or expected that District security cameras will be monitored in real time remotely by the Department and nothing in this MOU is intended or shall be construed as authorizing the Department to do so, except in Emergency Situations as set forth above. School resource officers may independently monitor real-time footage from District security cameras in non-emergency situations, with the approval of the District Superintendent, the District Director of Security Services or the District Legal Department.
4. Access to Video Recordings; Retention of Video Recordings: The Department and/or school resource officers may have independent access to video recordings for purposes of observing suspected criminal activity involving recent Emergency Situations. The Department may copy and/or retain any video recordings on its video management and monitoring system which are reasonably part of an active police investigation of Emergency Situations, or as may be necessary for evidentiary purposes related to said Emergency Situations.

The District will make video recordings available to the Department for internal review of possible officer misconduct issues related to or occurring on District premises. Said recordings are intended to be utilized pursuant to the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 et al) and are not intended to be used as a part of the Department's investigations into actual or suspected criminal activity of District students.

B. Department Responsibilities – Video Recordings & Images

1. The Department may only remotely access District security cameras in non-emergency situations after receiving approval from the District Superintendent, the District Director of Security Services or the District Legal Department.
2. Equipment at the Department, used to remotely access the District security cameras, shall remain off until such time as there is an Emergency Situation or the Department has received authority to access the cameras in non-emergency situations.

3. In the event that images or recordings are used by the District in a student matter, the Department shall erase any such images in its possession that have become school student records, unless such images are subject to a court order, or retention of said image(s) is otherwise approved by the District. In such event, the District shall notify the Department to erase images in its possession.
4. The Department shall not disseminate real-time footage or video recordings from District security cameras. Good faith compliance with the Illinois Freedom of Information Act shall not constitute a violation of this MOU.

VII. LABOR GUIDELINES

The District shall not be considered a party to the collective bargaining agreement between the City of Rockford and the Department. The District understands this MOU is subject to the general and/or special orders of the Department relating to school resource officer's compensation. School resource officers are entitled to any additional overtime or premium compensation for their work under this MOU, under any collective bargaining agreement or any Federal, State, local law or judicial ruling.

VIII. CLAIM PROCEDURES

The City of Rockford on receipt of reasonable notice of a claim or suit shall be responsible for officers, shall hold officers harmless, and shall pay for damages or moneys that may be adjudged, assessed, or otherwise levied against any officer working under this MOU, subject to the conditions set forth herein. School resource officers shall have legal representation by the City of Rockford in any civil cause of action brought against a school resource officer resulting from or arising out of the performance of duties under this MOU. The City of Rockford will provide the protection set forth above so long as the school resource officer is acting within the scope of his/her employment under this MOU and the school resource officer cooperates with the City of Rockford during the course of investigation, administration and/or litigation of the claim.

IX. CONSENT

Whenever the consent of the approval of one or both Parties to this MOU is required under this MOU, such consent or approval shall not be unreasonably withheld.

X. NOTICES

All notices required hereby shall be addressed to:

To the City:

Legal Director of the City of Rockford
425 E. State Street
Rockford, IL 61104

To the District:

Rockford School District No. 205
Attn: Superintendent
501 7th Street
Rockford, IL 61104

With copies to:
Rockford School District No. 205
Attn: General Counsel
501 7th Street
Rockford, IL 61104

All notices shall be sent at a minimum by First Class Mail, postage prepaid.

XI. WAIVERS

It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the District and the City of Rockford, as separate, independent and distinct municipal corporations under Illinois or any other law. It is further understood and agreed that the entry into this MOU by the City of Rockford and the District shall not operate or be construed as a way of preventing rights, claims or actions they may have against each other, including, but not limited to any claims resulting from providing officers to the District prior to the execution of this MOU.

XII. HOLD HARMLESS

Each party of this MOU shall indemnify and hold harmless the other Party against all claims, suits, costs, expenses, judgments, and attorney's fees caused or occasioned by the actions or omissions of the other Party or its employees.

XIII. TERMINATION AND EXTENSIONS

This MOU shall expire on June 30, 2028. This MOU may be terminated by either Party, for no cause, upon thirty (30) days written notice to the other Party. In no event can this MOU be extended without mutual written consent of the Parties.

XIV. AUTHORITY

The City and the District each warrant to the other that they have the authority to enter into this MOU and that the person or persons executing this MOU on their behalf has been duly authorized to act as the representative or officer of each respective Party in affixing their signatures to this MOU. The City and the District hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this MOU.

XV. AMENDMENTS

No changes, amendments, modifications or revisions of this MOU, or to any Party hereof, shall be valid unless in writing and signed by the authorized agent of the City and by the President of the District or his/her respective designee.

XVI. GOVERNING LAW

This MOU shall be governed by the laws of the State of Illinois. Venue for resolution of any dispute or the enforcement of any right shall be in the Circuit Court of the 17th Judicial Circuit, Winnebago County.

XVII. ASSIGNMENT

No party to this MOU may assign it or its rights or obligations.

XVIII. SEVERABILITY

The terms of this MOU shall be severable. In the event that any of the terms or provisions of this MOU are deemed to be void or otherwise unenforceable for any reason, the remainder of this MOU shall remain in full force and effect.

----- THIS PORTION INTENTIONALLY LEFT BLANK -----

IN WITNESS WHEREOF, the parties have executed this MOU of this _____ day of _____, 2026.

CITY OF ROCKFORD, a Municipal Corporation

By _____
Thomas P. McNamara, Mayor

ATTEST:

By _____
Angela Hammer, Legal Director

BOARD OF EDUCATION OF THE ROCKFORD PUBLIC SCHOOLS,
DISTRICT NO. 205, WINNEBAGO AND BOONE COUNTIES,
ILLINOIS

By  _____
Dr. Ehren Jarrett, Superintendent

BOARD APPROVED

MAY 19 2026

Rockford Public Schools

Appendix A

2026-2027 SCHOOL YEAR

Salaries	1,184,394.21
Contractual-Supplies	51,120.65
	<u>1,235,514.86</u>

2027-2028 SCHOOL YEAR

Salaries	1,223,036.92
Contractual-Supplies	51,885.14
	<u>1,274,922.06</u>

TOTAL FOR AGREEMENT PERIOD	<u>2,510,436.92</u>
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