

CORRECTION AND AMENDMENT
TO
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

The Village of Winnebago, IL, and the Winnebago Community Unit School District No. 323, each by their duly authorized representative, agree to correct and amend as follows the 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, which initial Memorandum of Understanding was drafted by Village personnel, and signed by the respective parties in 2023::

- 1) The Memorandum of Understanding (MOU) between the Village of Winnebago and the Board of Education of Winnebago Community Unit School District No. 323 for the School Resource Officer Program executed between the above-named parties provided in Paragraph 4 on P. 3 of the MOU that the term of the agreement shall be for the 2023-24 school year and continuing through the end of the 2024-2025 school year.
- 2) In accordance with the above term, the MOU also contained an Appendix A providing, pursuant to Paragraph 32 of the MOU, for the compensation schedule, The Appendix incorrectly reflected in number 1 that the amount payable for the School Resource Officer (SRO) would not exceed \$95,000.00 for the 2022-2023 school year, including up to 30 hours of overtime pay for the SRO. That reference should have been to the 2023-2024 school year and the MOU is hereby changed to correct that year reference. There had been negotiation over time as to the terms of the MOU and at the time it was in its final form the 2022-2023 school year was almost over, such that the SRO was not in place at the school until the 2023-2024 school year.
- 3) Likewise, in number 3 of Appendix A there is provision for the rate of overtime payment, and the reference for the payment arrangement for the continued coverage year was incorrectly referenced as the 2023-2024 school year, when the second year of the two year period would be the 2024-2025 school year. Accordingly, number 3 in Appendix A is amended on the 7th line to reference the 2024-2025 school year instead of the 2023-2024 school year since the SRO was not in place at the school for the initial year until the 2023-2024 school year, such that the continuance year would be the 2024-2025 school year.
- 4) The parties desire to extend the MOU for an additional year, so as to cover the 2025-2026 school year. The payment terms for the 2025-2026 school year shall be according to the same formula referenced in Appendix A for the second year of coverage in the initial MOU. Accordingly, for the 2025-2026 school year, the 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 the MOU by reason of adjustments made to salaries, fringe benefits, and squad car maintenance/fuel costs, but in no event will the District's costs exceed five (5) percent from the prior year. Further in reference to the overtime pay provisions contained in number 3 of Appendix A, the overtime hours beyond the 30 overtime hours included in the base pay amount for the extended time period for the MOU, namely, the 2025-2026 school year, shall be 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.

IN WITNESS WHEREOF, the undersigned Parties hereby place their respective hands and seals on the dates hereinafter set forth.

**BOARD OF EDUCATION
OF WINNEBAGO
COMMUNITY UNIT SCHOOL
DISTRICT NO. 323**

**VILLAGE OF WINNEBAGO BOARD
OF TRUSTEES**

By: _____
Heather Dunaway, President

By: _____
Franklin J. Eubank, Jr., President

Dated: _____

Dated: _____

PREPARED BY:
Attorney Mary J. Gaziano
Village Attorney