INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MOUNT PROSPECT AND THE BOARD OF EDUCATION OF RIVER TRAILS SCHOOL DISTRICT 26 REGARDING RECIPROCAL REPORTING

This AGREEMENT **("Agreement"**) is entered into by and between the Village of Mount Prospect, Cook County, Illinois, a municipal corporation in the State of Illinois (the "**Village**"), and the Board of Education of River Trails School District 26, Cook County, Illinois, an Illinois Public School District (the **"School District"**).

WHEREAS, the Illinois School Code, 105 ILCS 5/10-20.14(b), requires the School District parent - teacher advisory committee, in cooperation with local law enforcement agencies, to work with the Board of Education to develop "policy guideline procedures" for the establishment and maintenance of a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, under the Illinois School Student Records Act, 105 ILCS 10/6, school student records are considered confidential and no school student records, or information contained therein may be released, transferred or disclosed except as permitted by the Illinois School Student Records Act; and

WHEREAS, under the Juvenile Court Act of 1987, 705 ILCS 405/1-7, law enforcement records are considered confidential and the inspection and copying of such records that relate to a minor who has been investigated, arrested or taken into custody before his or her 18th birthday are restricted to those exceptions in the Juvenile Court Act; and

WHEREAS, the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, authorize school districts to release school student records and information to juvenile authorities (including law enforcement officers) when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information will not be disclosed to any other party except as provided under law or order of court; and

WHEREAS, the Juvenile Court Act of 1987, 705 ILCS 405/1-7(A)(8), authorizes law enforcement agencies to allow appropriate school officials to inspect and copy law enforcement records under a reciprocal reporting system for certain offenses and under certain specified circumstances; and

WHEREAS, 105 ILCS 5/22-20 requires all courts and law enforcement agencies of Illinois to report to the principal of any public school in this state whenever a child enrolled is detained for proceedings under the Juvenile Court Act of 1987, including illegal gang activity, or any violation of a municipal or county ordinance. The information shall be kept separate and shall not become a part of the official school record or public record. Such information shall only be used by appropriate school officials with a legitimate educational or safety interest; and

WHEREAS, the School District and the Village agree that enhanced communication between these entities under a reciprocal reporting agreement would promote the safety and well-being of students and community residents; and

WHEREAS, the School District and the Village are authorized to enter into this agreement pursuant to the Illinois School Code, 105 ILCS 5/10-20.14, the Illinois Constitution, art. VII, §10(a) et seq., and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW THEREFORE, in consideration of the mutual promises herein contained, and in furtherance of the purposes of promoting safety**,** security, and order for the staff, students, and the school community, it is hereby agreed by and between the School District and the Village as follows:

1. Reciprocal Reporting Guidelines.

a. The Illinois School Code, 105 ILCS 5/10-20.14, requires the School District parent-teacher advisory committee, in cooperation with local law enforcement agencies, to work with the board of education to develop "policy guideline procedures" for the establishment and maintenance of a reciprocal reporting system between the School District and local law enforcement agency regarding criminal and civil offenses committed by students. The School District and the Village hereby establish and maintain a reciprocal reporting system between the School District and the Mount Prospect Police Department **(the "Department")**. The School District's Superintendent or designee and the Department's Chief of Police **("Chief")** or designee are hereby authorized and directed to prepare and implement guidelines for reciprocal reporting under the School Code and as otherwise appropriate for the benefit and safety of the School District's students and staff and the local community (**"Guidelines"**). The first set of Guidelines shall be adopted by the School District's Superintendent and the Chief in substantially the same form as the Guidelines attached as Exhibit A hereto, but such guidelines may be modified with notice to and written agreement of both Parties. The School District's Superintendent and the Chief, or their designees, will meet to facilitate and review implementation of the Guidelines as often as necessary, but at least annually during the first quarter of the school year.

2. Camera Access.

a. The School District will provide access to its live security camera feeds to its buildings in the event of a health or safety emergency. Access is strictly to allow Department tactical forces to become familiar with current conditions that underlie a health or safety emergency in the School District's buildings. In the event the Department must access the School District's live security camera feed, after such access and in no event more than 48 hours later the Department will notify the School District's Superintendent in writing and provide an explanation of the health or safety emergency that required the Department to access the live security camera feed and the date of the access.

The parties' Information Technology staff will coordinate in advance to ensure the technology described in this section is enabled and fully functional for law enforcement purposes as established in this section, and that appropriate training is provided as needed.

b. Except in emergency situations where necessary to ensure the safety of individuals due to a threat of physical harm, in no event shall the Department attempt to record any live security feed from the School District's cameras

c. In the event that criminal action is recorded on security camera footage, a copy of the footage may be released to Police Department personnel, consistent with State and federal law. Requests for access to security camera footage by the Police Department will be directed to the Director of Business Services and Operations for review, approval and processing.

3. General Terms

a. Term and Termination This Agreement shall commence on its Effective Date and shall continue in full force and effect until it is terminated, unless terminated by either Party with at least thirty (30) days prior written notice or by the Parties by written mutual consent and agreement.

b. Relationship of the Parties Nothing in this Agreement shall be construed to consider any party, or its respective employees or agents, as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the Village and the School District. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This Agreement is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.

c. Compliance with All Laws The Village and the School District shall at all times observe and comply with the laws, ordinances, regulations, and codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this Agreement.

d. Amendments and Modifications This Agreement may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly signed by an authorized representative of the parties.

e. Indemnification To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the Village, including the Department, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities **(**the **"Village Indemnified Parties")** from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the Village Indemnified Parties arising out of any activity of the School District **in** performance of this Agreement, or any act or omission of the School District or of any employee, agent, contractor, or volunteer of the School District (the **"School Indemnitors")**, but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the School Indemnitors.

To the fullest extent permitted by law, the Village agrees to indemnify and hold harmless the School District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the **"School Indemnified Parties")** from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the Department in performance of this Agreement, or any act or omission of the Department or of any employee, agent, contractor or volunteer of the Department (the **"Department Indemnitors")**, but only to the extent caused in whole **or** in part by any negligent or willful and wanton act or omission of the Department Indemnitors.

The Village and the School District are not limiting or waiving any rights or available defenses, including those under the Tort Immunity Act.

f. Requests and Cooperation Not Limited Nothing in this Agreement shall limit or restrict **the** right of school personnel to request police assistance**/**services or to cooperate in law enforcement investigations.

g. Effective Date This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

h. Preambles. The preambles to this Agreement are hereby incorporated as if set forth fully herein.

i. Entire Agreement. This Agreement sets forth all the covenants, conditions and promises between

the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written. This Agreement may not be amended except by means of a written document signed by authorized representatives of both of the parties.

j. Severability. In the event any provision of this Agreement or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this Agreement, with such provision severed, shall continue in full force and effect as to all other provisions.

k. Assignment. No party may assign any rights or duties under this Agreement without the prior express written consent of the other party. This Agreement shall be binding upon the successors of the parties' respective governing boards.

l. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.

m. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS, WHEREOF, the Parties have executed this Agreement on **the** date **set** forth below.

VILLAGE OF MOUNT PROSPECT
DISTRICT 26

By: _____

Date: _____

ATTEST:

By: _____

Date: _____

THE BOARD OF EDUCATION

By: _____

Date: _____

ATTEST:

By: _____

Date: _____

EXHIBIT A

GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN THE VILLAGE OF MOUNT PROSPECT POLICE DEPARTMENT AND THE BOARD OF EDUCATION OF RIVER TRAILS SCHOOL DISTRICT 26

The following Guidelines are intended to meet the requirements of the Juvenile Court Act, the Illinois School Student Records Act and Sections 10-20.14 and 22-20 of the School Code, to reduce juvenile crime and to increase school safety by promoting the exchange of appropriate information between the police and school officials.

I. General Cooperation

A. The Superintendent will designate "School Officials" and the Police Department Chief will designate "Police Officials" who will have responsibility for implementing these Guidelines, including receiving and providing information as representatives of their respective public bodies. The School Officials and Police Officials shall provide each other, at the start of each new school year and update as necessary, with their regular and emergency telephone numbers, mobile numbers and e-mail addresses.

B. School Officials and Police Officials will meet to facilitate and review implementation of these Guidelines annually.

C. Nothing in these guidelines are intended to limit or restrict the duty and authority of the School District to request police services for disturbances or other emergencies occurring in or around School District property, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information **or** otherwise cooperate in School District and law enforcement investigations.

II. Reporting of Student Criminal Activity

A. By the School District to Police Officials

1. School Officials may report any alleged or suspected criminal activities committed by a student enrolled in the School District to Police Officials. In accordance with the Illinois School Code and the Illinois School Reporting of Drug Violations Act, 105 ILCS 5/10-27.1, 27.1A, 27.1B and 105 ILCS 127/1, School Officials are required to and will report the following incidents involving a student enrolled in School District to Police Officials:

- Any written complaint of a battery committed against any school employee. A verified incident involving drugs on school property, within 1,000 feet of the school or on a school bus.
- A firearm on school property or on a school bus - firearm is defined as any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas; excluding, however, paint ball, bb guns, spring gun, pneumatic gun.
- When a report may be required of both the Superintendent and Principal, a single report from one or the other shall meet the duty to report.

2. Where violence or other activity poses an imminent threat to the safety of students or community members, the information will be shared as soon as possible; otherwise, the information will be shared within 2 business days after the information becomes known to School Officials.

3. Written information regarding student activities reported under this Agreement may be shared with Police Officials if (a) it relates to an immediate threat to the safety of School District students or community members, (b) specific written parental consent is provided, (c) a court of proper jurisdiction orders the release, or (d) as provided for in Section 6(a)(6.5) of the Illinois School Student Records Act (*see* Section II.A.4.).

4. In accordance with Section 6**(**a)(6.5) of the Illinois School Student Records Act, and consistent with Section III.C. of these Guidelines, the School District may release school student records or information to juvenile authorities when necessary for the discharge of their official duties upon a request for information prior to adjudication of the student and if certified in writing that the information will not be disclosed to any other party except as provided under law or order of court. "Juvenile authorities" include probation officers, law enforcement officers and prosecutors, and others (including Police Officials).

B. <u>By Police Officials to the School District</u>

1. Police Officials will report to School Officials the same type of information referenced in Section A above, within the same time frames, where the activity by students or others might reasonably be a threat to others on school grounds or at school activities, unless such disclosure could jeopardize ongoing investigation or safety.

2. As currently provided by Section 1-7(A)(8)(A) of the Juvenile Court Act, Police Officials will share law enforcement records with School Officials related the following offenses or suspected offenses (to be modified as such Section is amended from time to time) with respect to a minor enrolled in the School District who has been taken into custody or arrested when Police Officials believe that there is an imminent threat of physical harm to students, school personnel, or others present in the school or on school grounds:

a. any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012:

b. a violation of the Illinois Controlled Substances Act;

c. a violation of the Cannabis Control Act:

d. a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012;

e. a violation of the Methamphetamine Control and Community Protection Act;

f. a violation of Section 1-2 of the Harassing and Obscene Communications Act;

g. a violation of the Hazing Act; or

h. a violation of the Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1. 12-3.2, 12-3.4, 12-3.5. 12-5, 12 7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code of 1961 or the Criminal Code of 2012 (bodily harm and mob action**)**.

3. Police Officials will share information with School Officials concerning a student who is the subject of a current police investigation that is directly related to school safety. Such information shall only be shared verbally. An investigation means an official, systemic inquiry by law enforcement into actual or suspected criminal activity.

4. As required by Section 22-20, as amended from time to time, of the Illinois School Code, Police Officials shall report to School Officials whenever a student is detained for proceedings under the Juvenile Court Act or for any criminal offense or any violation of a municipal or County ordinance. The report shall include the basis for the detention, the circumstances surrounding the detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur and with the disposition of the matter.

5. Pursuant to Section 5-905(2.5) of the Juvenile Court Act, and subject to approval by the

presiding judge of the juvenile court, Police Officials may report to school officials the identity of the victim of certain specified offenses in an effort to prevent foreseeable future violence.

6. Information shared by Police Officials to School Officials shall be used solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.

III. Confidentiality and Records

A. Content of Criminal Activity Information All criminal activity information shall include the names of all involved persons, including District students and minors, except in cases where the name of the victim is protected under the Rights of Crime Victims and Witnesses Act, *725* ILCS 120/1, ***et seq*.**, as amended, or other applicable law.

B. Confidentiality of Law Enforcement Records and Criminal Activity Information. Any law enforcement records subject to disclosure under these Guidelines shall not be disclosed or made available in any form to any person or agency other than as set forth in these Guidelines or as authorized by law. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information (including to other employees except those with a demonstrable professional and privileged interest in receiving such information in order to take appropriate action), except as may be authorized by law or set forth in these Guidelines.

C. Illinois School Student Records Act. This Section III and these Guidelines are intended to satisfy Section 6(a)(6.5) of the Illinois School Student Records Act, which authorizes a school district to release student records to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information disclosed by the school will not be disclosed to any other party, except as provided by law or order of court.

D. Not Educational or School Records. School Officials shall follow State and Federal laws regarding student records. Consistent with Section 10/2(d) of the Illinois School Student Records Act, reports of Police Officials working in a school shall be deemed the reports of a law enforcement professional and shall not be considered a student record. For purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g),

Police Officials designated to work **with the** School District pursuant to these Guidelines shall be considered a law enforcement unit of the school such that the records created by Police Officials for the purpose of law enforcement shall not be considered educational records. The information derived from law enforcement records **shall** be kept separate from and shall not become a part of the official school record of the student and shall not be a public record pursuant to Section **1-7**(A)(8)(A) of the Juvenile Court Act.

E. Freedom of Information Act. Records in **the** possession of the School District and/or the Department related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 **et** seq.; 5 ILCS 140/7(2). If the School District or the Department receives a FOIA request for any School District digital images or records created or maintained pursuant to this Agreement, the receiving Party shall immediately notify the other Party and shall immediately provide any such records requested in order to timely respond to any FOIA request received. The School District or the Department will review all such records to determine whether **FOIA** exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released.