

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL REPORTING
BETWEEN THE PALOS HEIGHTS SCHOOL DISTRICT 128
AND THE CITY OF PALOS HEIGHTS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the Palos Heights School District No. 128 (“**District**”), the Palos Heights Police Department (“**Department**”), and the City of Palos Heights, (“**City**”) (collectively, the “**Parties**”).

WHEREAS, schools within the District are located at 12402 South Oak Park Avenue (Navajo Heights Elementary School) and 6610 West Highland Drive (Independence Junior High) Palos Heights, IL 60463, which is within the City’s jurisdiction; and

WHEREAS, the City operates the Palos Heights Police Department which provides law enforcement services within the City’s jurisdiction; and

WHEREAS, both the 1970 Illinois Constitution (Article VII, Section 10) and *the Intergovernmental Cooperation Act* (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

WHEREAS, the City and the District are public agencies pursuant to Section 2 of the *Intergovernmental Cooperation Act* (5 ILCS 220/2); and

WHEREAS, the Parties have mutually determined it would be in the best interest of the safety and welfare of students and employees of the District to have a reciprocal reporting system between the District and the Department regarding criminal offenses committed by students enrolled in the District;

WHEREAS, Section 1-7(A)(8) and 5-905(1)(h) of the *Juvenile Court Act*, Sections 10-20.14, 10-21.7, 10-27.1a, 10-27.1b, and 22-20 of the *Illinois School Code*, and Section 10/6(a)(6.5) of the *Illinois School Student Records Act* provide for and authorize agreements between local law enforcement agencies and school districts for reciprocal reporting of criminal offenses committed by students; and

WHEREAS, the District, the City, and the Department are entering into this Agreement for the purposes of promoting safety, security, and order for the staff, the students, and the premises of the District, including parents, families, and community members, and in furtherance of maintaining a cooperative relationship between the District, the City, and law enforcement officials; and

WHEREAS, this Agreement will be in full force and effect on the date signed below.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained in this Agreement and other good and valuable consideration, the District, the City, and the Department agree as follows:

1) General Cooperation

- a) The Superintendent will provide the City and Department with a list of school administrators (“School Officials”) to be contacted as needed consistent with the terms of this Agreement. The list will contain regular and emergency telephone numbers and identify which administrators are to be contacted for various types of issues and the order in which the School Officials are to be

contacted. The School Officials identified shall be considered the "Appropriate School Officials" for purposes of § 1-7(a)(8) of the Juvenile Court Act.

- b) The City will provide the Superintendent with the names and titles of at least one primary and two back up contacts ("Police Officials") responsible for implementing this Agreement. The Police Officials shall provide their regular and emergency telephone numbers.
- c) The Superintendent and City may, as they deem necessary and upon written notice, designate different persons to the respective positions of School Official and Police Official.
- d) School Officials and Police Officials will meet to facilitate and review implementation of this Agreement as often as may be necessary to fully effectuate the terms of this Agreement.
- e) Nothing in this Agreement is intended to limit or restrict the duty and authority of any District personnel to request police services for disturbances or other emergencies occurring in or around any school building, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the District to provide information or otherwise cooperate in law enforcement investigations, including but not limited to, providing witness statements and testimony as may be necessary.

2) Reporting of Student Activity By School Officials to Police Officials

- a) School Officials will promptly report to Police Officials the activity of students who attend a District school that involves or is suspected to involve:
 - Criminal gang activity;
 - Criminal sexual offenses;
 - Any violation of Article 24 of the Criminal Code, 720 ILCS 5/24-1 et seq, or weapons such as guns and knives, explosives, impact devices, or any item used as a weapon;
 - Sale of drugs or other intoxicants;
 - Possession of drugs or other intoxicants;
 - Fights or other violent activity which might reasonably carry over into the community;
 - Abuse, neglect, lock-out, and runaway situations;
 - Acts of vandalism;
 - Hate crimes;
 - Other activities involving students which threaten the safety of students or any other person on or off District property; or
 - Any state or federal crime occurring or which has occurred on school property or at a school event that might reasonably carry over into the community.
- b) Upon receipt of a written complaint from any school personnel, the Superintendent shall report all incidents of battery committed against a school employee to Police Officials. 105 ILCS 5/10-21.7.
- c) School Officials will immediately report to Police Officials any time a report is made that a person with a firearm has been observed on school grounds. 105 ILCS 5/10-27.1a.
- d) School Officials will immediately report to Police Officials any time a report is made of a verified incident involving drugs on school grounds. 105 ILCS 5/10-27.1b.

- e) Where violence or other activity poses an imminent threat to the safety of students or any other person, the information will be shared as soon as possible; otherwise, the information will be shared not later than two (2) business days after the information becomes known to School Officials.
- f) Information shared pursuant to this Agreement will be disclosed in accordance with Section 10/6(a)(6.5) of the *Illinois School Student Records Act*. All information disclosed and communications made under this Agreement will remain confidential and will not be disclosed to any third party, except as provided by law or court order.
- g) Section 10/6(a)(6.5) of the *Illinois School Student Records Act* provides that the 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 as defined in Section 10/6(a)(6.5).

3) Reporting of Student Activity By Police Officials to School Officials

- a) As provided by Section 1-7(a)(8) of the *Juvenile Court Act*, Police Officials will share law enforcement records with School Officials that relate to the following offenses or suspected offenses for any minor enrolled in one of the District's schools who has been taken into custody or arrested, when Police Officials believe there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds:
 - Any violation of Article 24 of the Criminal Code (720 ILCS 5/24 seq.) (weapons);
 - A violation of the *Illinois Controlled Substances Act* (720 ILCS 570/100, et seq.);
 - A violation of the *Cannabis Control Act* (720 ILCS 550/1, et seq.);
 - A forcible felony as defined in Section 2-8 of the Criminal Code (e.g., murder, criminal sexual assault, robbery, burglary, arson, kidnapping, aggravated battery and any other felony that involves the use or threat of physical force or violence), (720 ILCS 5/2-8);
 - A violation of the *Methamphetamine Control and Community Protection Act* (720 ILCS 646/1 et seq.);
 - A violation of Section 1-2 (harassment through electronic communications) of the *Harassing and Obscene Communications Act* (720 ILCS 5/26.5);
 - A violation of the *Hazing Act* (720 ILCS 5/12C-50); or
 - A violation of Section 12-1 (assault), 12-2 (aggravated assault), 12-3 (battery), 12-3.05 (aggravated battery), 12-3.1 (battery of an unborn child; aggravated battery of an unborn child), 12-3.2 (domestic battery), 12-3.4 (violation of an order of protection), 12-3.5 (interfering with the reporting of domestic violence), 12-5 (reckless conduct), 12-7.3 (stalking), 12-7.4 (aggravated stalking), 12-7.5 (cyberstalking), 25-1 (mob action), or 25-5 (unlawful contact with street gang members) of the Criminal Code of 1961 or the Criminal Code of 2012.
- b) Police Officials will share information with School Officials concerning a minor who is the subject of a current police investigation that is directly related to school safety. Such information may only be shared orally and shall be kept separate from and shall not become part of the official

school record of the student, nor shall it be a public record. For the purposes of this Agreement, "current police investigation" means an official, systemic inquiry by Police Officials into actual or suspected criminal activity.

- c) As required by Section 22-20 of the Illinois *School Code*, Police Officials shall report to the District's Principal or designee 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.

4) 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 Records and Criminal Activity Information.* Any law enforcement and student records subject to disclosure under this Agreement shall not be disclosed or made available in any form to any person or agency other than as set forth in this Agreement or as authorized by law or court order. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information. Such procedures shall be designed to also ensure that any criminal activity information is not available to other employees, or any persons other than as authorized by this Agreement or by law.
- c) *Written Records.*
 - i) School Officials shall follow State and federal laws regarding the maintenance and confidentiality of student records.
 - ii) All reports and records shared by Police Officials with School Officials shall be kept in a secure location and shall not be a public record. Such information shall be kept separate from and shall not become a part of the student's official school record. The information shall be used by School Officials solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools. If the designated law enforcement and school officials deem it to be in the best interest of the minor, the student may be referred to in-school or community based social services, if those services are available. "Rehabilitation services" may include interventions by school support personnel, evaluation for eligibility for special education, referrals to community-based agencies such as youth services, behavioral healthcare service providers, drug and alcohol prevention or treatments programs, and other interventions as deemed appropriate for the student.

5) Other Terms and Conditions

- a) *Complete Agreement.* This Agreement sets forth all the covenants, conditions, and promises between the parties. There are no covenants, promises, agreements, conditions or

understandings between the parties, either oral or written, other than those contained in this Agreement.

- b) *Term and Renewal.* This Agreement shall immediately take effect on the effective date, as set forth in this Agreement and shall be in full force and effect for a period of two (2) years thereafter. This Agreement shall automatically renew for successive two-year periods unless terminated as provided below.
- c) *Termination.* This Agreement may be terminated at any time upon 30 days advance written notice by any Party.
- 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) *Provisions Severable.* If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- f) *Information.* Information may be communicated verbally by the Parties to their designees at any time deemed necessary by the designee.
- g) *Notice.*
 - i) Any and all notices required hereunder to be sent to the District shall be served in writing to the following address:

Palos Heights School Dist. #128
Attn: Superintendent
12809 S. McVickers Avenue
Palos Heights, IL 60463
(708) 597-9040
d128safety@palos128.org

Service shall be made by the United States certified mail, postage prepaid, return receipt requested, by personal delivery of any such notice delivered to an employee of the District at its District administration office during the regular business hours of said office, or via email to the Superintendent or designee.

- ii) Any and all notices required hereunder to be sent to the Department shall be served in writing to the following address:

Palos Heights Police Department
Attn: Chief of Police
7607 W. College Dr.
Palos Heights, IL 60463

(708) 448-5060

MYott@palosheightspd.org

Service shall be made by the United States certified mail, postage prepaid, return receipt requested, by personal delivery of any such notice delivered to designated Police Officials at the Police Station office during the regular business hours of said office, or via email to the Chief of Police or designee.

h) *Indemnification*

- i) To the fullest extent permitted by law, the District agrees to indemnify and hold harmless the City, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities (the "City 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 City Indemnified Parties arising out of any activity of the District in performance of this Agreement, or any act or omission of the District or of any employee, agent, contractor, or volunteer of the 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.
- ii) To the fullest extent permitted by law, the City agrees to indemnify and hold harmless the 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 City in performance of this Agreement, or any act or omission of the City or of any employee, agent, contractor or volunteer of the City (the "City Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the City Indemnitors.

IN WITNESS THEREOF, the Parties have signed this Agreement on the date set forth below. If the dates differ, the latter date shall be considered the effective date of this Agreement.

[Signature Page Below]

**City of Palos Heights,
Palos Heights, Illinois,**

By: _____
Mayor Date

ATTEST:

By: _____
City Clerk Date

**Palos Heights School District No. 128,
Palos Heights, Illinois,**

By: _____
President Date

ATTEST:

By: _____
Secretary Date

**Palos Heights Police Department,
Palos Heights, Illinois,**

By: _____
Chief of Police Date