

2017 RESOLUTION NO. 44

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF RIVERSIDE AND RIVERSIDE SCHOOL DISTRICT 96 PROVIDING FOR RECIPROCAL REPORTING

WHEREAS, the Village of Riverside and Riverside School District 96 are units of local government and Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1 etseq.) provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the President and Board of Trustees of the Village of Riverside have determined that it is in the best interests of the Village to enter into an Intergovernmental Agreement with Riverside School District 96 to secure reciprocal reporting (the "Intergovernmental Agreement"). A copy of the Intergovernmental Agreement is attached hereto as **Exhibit A** and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Riverside, Cook County, Illinois, that the President and Clerk are hereby authorized to enter into an Intergovernmental Agreement with Riverside School District 96, Cook County, Illinois, a copy of which is attached hereto as **Exhibit A**, to provide for reciprocal reporting.

APPROVED this 5th day of October, 2017, pursuant to a roll call vote as follows:

AYES: Pollock, Jisa, Balline, Jodiny + Peters

NAYS: None

ABSENT: Kunsden

APPROVED this 5th day of October 2017, by the Village President of the Village of Riverside, and attested by the Village Clerk, on the same day.

Benjamin Sils
Village President

ATTEST:

Cathy Haley
Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
VILLAGE OF RIVERSIDE AND
RIVERSIDE SCHOOL DISTRICT 96 REGARDING RECIPROCAL REPORTING**

THIS AGREEMENT is between the VILLAGE OF RIVERSIDE, Cook County, Illinois, a Municipal Corporation in the State of Illinois ("Village") and the BOARD OF EDUCATION OF RIVERSIDE SCHOOL DISTRICT 96, Cook County, Illinois, an Illinois Public School District ("School District"), and is established and maintained under the authority of Sections 10-20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois and in compliance with Section 6(a) of the Illinois School Student Records Act (105 ILCS 10/6) and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, all as may hereafter be amended; and under Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, which provide for the execution of agreements and implementation of cooperative ventures between public agencies within the State of Illinois

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 School District's Superintendent or designee and the Chief of Police 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 of Police in substantially the same form as the Guidelines attached as Exhibit A hereto, but such guidelines may be modified with notice to and agreement of both Parties. The School District's Superintendent and the Chief of Police, 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. 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, 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 Village in performance of this Agreement, or any act or omission of the Village or of any employee, agent, contractor or volunteer of the Village (the "Village Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the Village Indemnitors.

- 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.

VILLAGE OF RIVERSIDE,
Cook County, Illinois

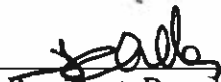
By: 
Village President

ATTEST:

By: 
Village Clerk

Date: 10/5/2017

THE BOARD OF EDUCATION OF
RIVERSIDE
SCHOOL DISTRICT 96, Cook
County, Illinois

By: 
President, Board of Education

ATTEST:

By: 
Secretary, Board of Education

Date: Sept 20, 2017

EXHIBIT A

GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN RIVERSIDE SCHOOL DISTRICT 96 AND THE VILLAGE OF RIVERSIDE

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 Chief will designate "Police Officials" who will have responsibility for implementing these Guidelines, including receiving and providing information. The School Officials and Police Officials shall provide each other, at the start of each new school year and updated 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 at least once during the first quarter of each school year and thereafter as often as necessary.

II. Reporting of Student Criminal Activity

A. By the School District to Police Officials

1. School Officials will promptly verbally report to the appropriate Police Officials activity on school property or on a school bus of students who are enrolled in School District 96 that involve or are suspected based on verifiable information to involve:
 - 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;
 - Other weapons, including knives, explosives, impact devices;
 - Criminal gang activity;
 - Fights or other violent activity which might reasonably carry over into the community;
 - Abuse, neglect, lock-out and runaway situations that necessitate a call to DCFS;
 - Significant acts of vandalism;
 - Other activities involving students which threaten the safety of students or community members on or off school property which might reasonably carry over into the community; and
 - Any State or federal crime occurring or which has occurred on school property or at a school event which might reasonably carry over into the community.

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 School Officials believe that 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 as defined in Section 10/6(a)(6.5) (including Police Officials).

B. By Police Officials to the School District

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 or significantly impact a student's well-being, unless such disclosure could jeopardize an 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 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.

However, in administering Section 22-20 of the School Code and this Agreement, law enforcement officials are not obligated to initiate reporting to the School regarding the detention of students for conduct deemed by Police Officials to be minor and unlikely to assist in the rehabilitation of the student or the protection or safety of students and employees in the School. In contrast, conduct involving vandalism, violence, gangs, weapons, drugs, alcohol, runaways, family disputes, abuse, or an appearance in court as a juvenile or an adult for other than minor traffic offenses would be reported. More generally, Police Officials will, to the extent permissible under applicable law, share information with School Officials where student misconduct outside of school is likely to be carried into school or school activities, or have a significant impact on the safety and well-being of students, staff, and community members associated with the schools. In turn, School Officials will, to the extent permissible under applicable law, share information with law enforcement officials where student misconduct in school or at school activities is likely to extend into the community or involve an offense for which reporting is required by law.

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

C. Cooperation Between School District and Police Department. Nothing in this Agreement is intended to limit or restrict the duty and authority of School Officials or Police Officials to share or exchange information, or to request police services for disturbances or other emergencies occurring in or around any school buildings, nor is it intended to limit or restrict the duty or ability of any School Officials or Police Officials to provide information or otherwise cooperate in school district or law enforcement investigations, including but not limited to providing, to the extent permissible under applicable law, witness statements, names of offenders and victims, and testimony in juvenile or criminal adjudications, or in school discipline proceedings. In instances where Police Officials are conducting a criminal investigation, School Officials shall, to the extent permissible under applicable law, fully cooperate with such investigation by, among other things, providing any video records that may further the investigation, witness statements, and names of offenders, victims and witnesses.

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.
- 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. All reports and records shared by Police Officials with School Officials 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. This 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.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Cathy Haley, Clerk of the Village of Riverside, in the County of Cook and State of Illinois, do hereby certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

2017 RESOLUTION NO. 44

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF RIVERSIDE AND RIVERSIDE SCHOOL DISTRICT 96 PROVIDING FOR RECIPROCAL REPORTING

Which Resolution was passed by the Board of Trustees of the Village of Riverside at a Regular Village Board Meeting on the 5th day of October, 2017, at which meeting a quorum was present, and approved by the President of the Village of Riverside on the 5th day of October, 2017.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Riverside was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Riverside, and that the result of said vote was as follows, to-wit:

AYES: Pollock, Jisa, Balkine, Seding + Peters

NAYS: None

ABSENT: Lumsden

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Riverside, this 5th day of October, 2017.

Cathy Haley
Village Clerk

[SEAL]



A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF RIVERSIDE AND RIVERSIDE SCHOOL
DISTRICT 96 THAT PROVIDES FOR RECIPROCAL REPORTING

Meeting Date: October 5, 2017
Submitted By: Thomas Weitzel, Police
Department: Chief Police Department

- ☐ Ordinance
☒ Resolution
☐ Bid Authorization/Award
☐ Information
☐ Other _____

PREVIOUS BOARD/COMMISSION ACTIVITY

Riverside School District 96 approved an Intergovernmental Agreement to provide for reciprocal reporting on September 20, 2017.

EXECUTIVE SUMMARY

Current Illinois law requires that the Riverside Police Department and Riverside School District 96 have in place a reciprocal reporting agreement between the two agencies for the dissemination of certain school records under the Illinois School Student Records Act and the Juvenile Court Act. This reciprocal agreement is in full compliance with all current Illinois laws regarding reciprocal reporting.

New state legislation requires that the intergovernmental agreement be updated to include new language on reciprocal reporting on certain criminal acts on school grounds and language on what documents the police department is entitled to receive.

This intergovernmental agreement has been reviewed by our Village attorney/law firm and District 96's law firm and is being submitted for approval by the Village Board and needs the signature of the Village president.

RECOMMENDATION

- The action proposed is the approval of the Resolution authorizing the execution of an Intergovernmental Agreement that provides for reciprocal reporting between Riverside School District 96 and the Village of Riverside Police Department.



ACTION PROPOSED

Action Requested:

☒ Approval

☐ Discussion

☐ Information

- MOTION TO APPROVE A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF RIVERSIDE AND RIVERSIDE SCHOOL DISTRICT 96 THAT PROVIDES FOR RECIPROCAL REPORTING

ATTACHMENTS

- Attached to this memo is an intergovernmental agreement between the Village of Riverside Police Department and Riverside School District 96.