

## **INTERGOVERNMENTAL AGREEMENT FOR SCHOOL RESOURCE OFFICER**

**THIS INTERGOVERNMENTAL AGREEMENT** is by and between the BOARD OF EDUCATION OF ILLINI CENTRAL CONSOLIDATED UNIT SCHOOL DISTRICT 189, Mason County, Illinois, an Illinois public school district (hereinafter “School District” or “District”), and the CITY OF MASON, an Illinois municipal corporation as described in the Illinois Constitution (hereinafter “City”), collectively referred to as the “Parties,” and is established and maintained under the authority of 105 ILCS 5/10-20.14 and 105 ILCS 5/22-20 of the School Code of Illinois and in compliance with 705 ILCS 405/1-7 and 705 ILCS 405/5-905 of the Juvenile Court Act, as currently drafted and hereafter amended.

### **I. BACKGROUND**

A. Pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance.

B. The Parties are “public agencies” within the meaning of the Illinois Intergovernmental Cooperation Act.

C. The School District desires to have one (1) School Resource Officer(s) detailed to its schools on a contractual basis.

D. The City agrees to the deployment of a School Resource Officer from the City Police Department to work with the School District in exchange for the payment specified in this Agreement.

E. The School District and the City are interested in promoting the safety and security of the staff, students and school premises in the School District.

F. This Agreement shall be executed in addition and shall have no effect upon any other mutual aid agreements or other agreements between the parties.

### **II. COOPERATION AND TERM**

A. The Parties agree to cooperate fully, to execute all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

B. The term of the Agreement shall commence on the effective date as set forth in Section IV.M and end on June 30, 2026 (the “IGA Term”).

C. Either party may terminate this Agreement at any time during the IGA Term by providing the other party at least 60 days prior written notice of termination. In addition, the parties may terminate this Agreement at any time by agreement.

### **III. SCHOOL RESOURCE OFFICER PROGRAM**

A. Deployment and Schedule. The City will deploy one (1) police officer to the School District for primary duty assignment as School Resource Officers (“SRO”) at the School District. The City agrees to continue the deployment of the SRO for primary duty assignment during the IGA term as follows:

1. The City will endeavor to assign one (1) SRO to the School District each day during the School District academic school year; the Parties understand that the ability of the City to assign an SRO will be subject to availability and the City’s other need for police officer staffing and on days when the regular SRO is absent due to authorized leave or other City training requirements the City is not required to furnish a substitute officer;
2. The hours that the SRO shall serve each day at the School District shall be determined jointly by the Superintendent or designee and the Police Chief or designee; and
3. The Parties agree that during the non-school year period, the SRO will be deployed to duties with the City Police Department outside the scope of this IGA.

#### **B. Selection of the SRO.**

1. The School District, through the Superintendent or designee, and the City, through the Police Chief or designee, will work collaboratively to select the SRO. The City will provide to the School District police officers who is in good standing with the City and with the following desired qualifications for review, all as determined by the City:
  - i. Illinois Certified Police Officer;
  - ii. Completed a SRO training class within one year of assignment, in accordance with 50 ILCS 705/10.22;
  - iii. Trained in handling an active school shooter;
  - iv. Has knowledge of school safety planning, technology, and social media/cyberbullying laws and regulations;
  - v. Trained to work with youth at a school site;

- vi. Strong verbal, written, and interpersonal skills including public speaking;
  - vii. Knowledge of, and experience in, matters involving cultural diversity and educational equity;
  - viii. Trained to work successfully with diverse populations, including with persons with physical and mental disabilities, and demonstrated commitment to making students and community members of all backgrounds feel welcomed and respected;
  - ix. Demonstrated commitment to de-escalation, diversion, and restorative justice, and an understanding of crime-prevention, problem-solving, and community policing in a school setting;
  - x. Affinity for young people, calm, patient, approachable, self-directed, and collaborative.
2. The City shall assign the SRO based on the recommendation of the Superintendent or designee, and the Police Chief, or designee.

C. District's Authority Over the Educational Environment.

- 1. Collaboration between the District and the City and respect for the important role each party plays in connection with our community's youth are essential to the success of the mission of both Parties.
- 2. The City recognizes the responsibility and authority of District Officials to manage the educational environment. Both Parties recognize that disciplining students for violations of the Student Code of Conduct is appropriate for District Officials to manage.
- 3. The Parties seek to implement a partnership that creates effective and positive school student discipline that (a) is part of the District's larger effort to address school safety and climate; (b) includes proactive and restorative methods rather than only punitive; and (c) is clear, consistent, and equitable.

D. Employment Checks.

- 1. Criminal Background Checks. The District shall initiate criminal background checks of officers prior to assignment at the District. The City agrees to make all potential SRO candidates available to the District for fingerprint-based criminal background checks in accordance with Section 10-21.9 of the Illinois School Code. 105 ILCS 5/10-21.9. The SRO(s) may not begin an assignment at the District until a fingerprint-based criminal background check in accordance with Section 10-21.9 of the Illinois School Code is initiated and checks of the Illinois State Police Murderer and Violent Offender Against Youth Registry, Illinois Sex

Offender Database, and DCFS Child Abuse and Neglect Tracking System have been completed. The City shall not assign any officer to the District if the officer's criminal background check reveals convictions that would subject an individual to license suspension or revocation pursuant to Section 21B-80 of the Illinois School Code or who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Juvenile Court Act of 1987.

2. Faith's Law. The City is and shall be responsible for obtaining information required under Faith's Law, 105 ILCS 5/22-94, pertaining to criminal background checks, allegations of inappropriate conduct, applicant statements and former employer contact information and providing the complete and original results to the School District. The School District may reject any police officer if, in the School District's sole discretion, the criminal background investigation or any checks required by Faith's Law disclose information which would call into question the individual's fitness to serve the SRO(s) or otherwise cause the District to be concerned about the police officer's interacting with students. In the event the City fails to comply with the provisions of this section and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by or on behalf of a student or their parent or guardian for harm caused by the SRO, then in that event, the City agrees to fully defend and indemnify, including reimbursement of attorney's fees and costs, the School District against any such claims.

E. Relationship. The SRO shall remain an employee of the City and will abide by all personnel rules of the City and any applicable Collective Bargaining Agreement. As an employee of the City and not the School District, an SRO shall not be entitled to any benefits that the School District provides to its employees. The City shall be fully responsible to the SRO for the payment of all employee compensation and benefit obligations.

F. Supervision. As an employee of the City, the SRO shall be subject to the chain of command of the Police Department. When serving in the role of SRO, the SRO shall coordinate and communicate with the District Superintendent and the school Principal or Principal's designee regarding daily activities. In the event the SRO fails to abide by the terms of this Agreement, follow the rules and regulations of the School District, or perform the duties outlined in Exhibit A, the Superintendent or designee shall notify the SRO's Supervisor in the Police Department of the specific problems. If the SRO fails to remedy the problems within fifteen (15) days of the date of notification, the Superintendent or designee may request a new SRO and the Superintendent or designee, and the Police Chief, or designee, will work cooperatively to resolve the problem, which may include appointing a new SRO at the request of the School District.

G. Scope of Duties. The scope of each SRO's duties and responsibilities is set out in Exhibit A, which may be changed or redefined at any time when agreed upon in writing by both the Police Chief, or designee, and the Superintendent or designee.

1. The Principal or the Principal's designee shall be responsible for student code of conduct violations and routine disciplinary violations. In instances of student

misbehavior that do not require a law enforcement response, the Principal or the Principal's designee shall determine the appropriate disciplinary response.

2. The SRO shall not serve as a school disciplinarian, as an enforcer of school regulations, or in place of school-based mental health providers. The SRO shall not use police powers to address traditional school discipline issues, including non-violent disruptive behavior. The SRO shall read and understand the student code of conduct for both the District and the School. The SRO shall be responsible for investigating and responding to criminal misconduct. **The SRO is prohibited from issuing tickets or citations to students on school property during normal school days.**
3. The SRO shall adhere to and comply with the School District's Guidelines for Interviews of Students by Law Enforcement as contained in Board Policy 7:150 and with any other applicable District Policy, as may be amended from time to time by the District.
4. The Parties acknowledge that many acts of student misbehavior that may contain all the necessary elements of a criminal offense are best handled through the school's disciplinary process. The Principal or the Principal's designee and the SRO shall use their reasoned professional judgment and discretion to determine whether SRO involvement is appropriate for addressing student misbehavior. In such instances, the guiding principle is whether misbehavior rises to the level of criminal conduct that poses (1) real and substantial harm or threat of harm to the physical or psychological well-being of other students, school personnel, or members of the community or (2) real and substantial harm or threat of harm to the property of the school.
5. For student misbehavior that requires immediate intervention to maintain safety (whether or not the misbehavior involves criminal conduct), an SRO may take reasonable measures to deescalate the immediate situation and to protect the physical safety of members of the school community. To this end, school personnel may request the presence of an SRO when they have a reasonable fear for their safety or the safety of students or other personnel.
6. The SRO will behave in a professional manner and must maintain the highest level of respect and integrity within the school community. The SRO must maintain a caring attitude towards students and remain sensitive to the problems of students and staff in the school environment. The SRO shall read and understand the policies concerning student behavior and the student code of conduct for the School District.

#### H. Evaluation.

1. The SRO is a rotating position for a non-determinate assignment period. Performance will be assessed and reviewed on an annual basis for retention or reassignment of each SRO, with a collaborative performance appraisal process

involving the City and District officials. This performance evaluation is separate from the evaluation of the officer by the City Police Department. Interim performance assessments may be conducted as needed or required. The review shall consider each SRO's efforts to prevent unnecessary student arrests, citations, court referrals, and other use of police authority. The review shall also assess (i) the extent of the SRO's positive interactions with students, parents/guardians, and staff; (ii) the SRO's participation in collaborative approaches to problem-solving, prevention, and de-escalation; and (iii) contributions to achieving the mission purpose, goals, and objectives of this Agreement. Unsatisfactory job performance will be the subject of immediate review and problem-solving among the Supervisor and Superintendent, which may include appointing a new SRO in accordance with Section III.A.

2. Each year, the Superintendent or designee and Supervisor shall set goals for the Program and agree on methods to monitor progress toward the established goals (e.g., data, surveys). At least once each year, the Superintendent or designee and Supervisor will meet to evaluate the Program with respect to the goals and may revise Exhibit A to address the goals.
- I. Cost Allocation and Consideration. The Parties understand that the SRO remains an employee of the City and thus all costs associated with the SRO's salary, personnel rules, and benefits remain with the City. The Parties acknowledge that the value of improved relationships and positive interactions between the District will benefit the City and Mason City Police Department, and that an increased police presence and positive interactions will benefit the District. The Parties further understand and acknowledge that despite the SRO's salary and benefits remaining the responsibility of the City, this mutual benefit is sufficient consideration for the terms of this Agreement, that such consideration has been delivered and received, and that the Parties are satisfied with the sufficiency of the mutual promises contained herein.
- J. Training.
1. The costs of the training required by this Agreement and any other training or professional development shall be paid by the City, except that training offered by the School District that the SRO is asked to participate in will be paid by the School District.
  2. In accordance with Section 10-20.68 of the Illinois School Code, the City shall provide the District with a current certificate of completion of the Illinois Law Enforcement Training and Standards Board SRO course or ILETSB approved waiver within one year of the SRO's assignment.
  3. The SRO shall attend specified training on topics the District deems important, as specified in Exhibit B, which may be changed or redefined at any time when agreed upon in writing by both the Supervisor and the Superintendent or designee.

Where practicable, the District shall also encourage school administrators working with the SRO to undergo training with the SRO to enhance their understanding of the SRO's role and the issues encountered by the SRO.

**K. Student Records.**

1. For purposes of the Illinois School Student Records Act, 105 ILCS 10/, and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), the SRO shall be considered a school official and agent of the School District. As such, the SRO shall have access to student records only as necessary for the fulfillment of the SRO's duties as prescribed in this Agreement. The SRO shall keep all student records confidential except if disclosure is required by law. The SRO shall disclose student records only in circumstances and in a manner authorized by State and federal law.
2. Consistent with Section 10/2(d) of the Illinois School Student Records Act, reports of the SRO shall be deemed the reports of a law enforcement professional and shall not be considered a student record. 105 ILCS 10/2(d). For purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), each SRO designated to work with the School District pursuant to this Agreement shall be considered a law enforcement unit of the school such that the records created by SRO for law enforcement shall not be considered educational records.

**IV. OTHER TERMS AND CONDITIONS**

A. Entire 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. Breach. In the event of any substantive breach of the terms and conditions of this Agreement, the aggrieved party shall notify the party alleged to be in breach of the nature of the breach. The party alleged to be in breach shall have ten (10) days to cure the breach; if the nature of the breach is such that a cure cannot reasonably be affected within ten (10) days, the party alleged to be in breach shall not be held in default so long as it commences a cure in the ten (10) day period and diligently pursues completion thereof. Upon default of this Agreement, the non-defaulting party shall have all legal and equitable remedies arising from the breach.

C. Indemnification:

1. To extent authorized by the laws of the State of Illinois, the City shall 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 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.

2. To extent authorized by the laws of the State of Illinois, the School District shall 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 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
3. Nothing contained in Section IV.C or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to the School District or the City under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

D. Notices. All notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U. S. Postal Service for delivery *via* certified mail, return receipt requested, addressed:

**If to City:**

**Chief of Police Mason City**  
145 S Main St  
Mason City, IL 62664

***If to School District:***

**District Superintendent**  
208 North West Avenue  
Mason City, IL 62664

E. This Agreement shall be binding to the Parties and their respective successors, including successors in office.

F. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Mason County, Illinois, or the federal district court for the Central District of Illinois.

G. Amendment. No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.

H. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

I. No Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent will be granted or denied at the Party's sole discretion.

J. Benefits. This Agreement is for the benefit of the Parties and no other person is intended to or shall have any rights, interest, or claims under this Agreement or be entitled to any benefits under or because of this Agreement as a third-party beneficiary or otherwise.

K. Authority. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

L. 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.

CITY OF MASON

THE BOARD OF EDUCATION OF  
ILLINI CENTRAL COMMUNITY UNIT  
SCHOOL DISTRICT 189

By: \_\_\_\_\_

By: \_\_\_\_\_  
President, Board of Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Vice President, Board of Education

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Secretary, Board of Education

## **Exhibit A**

### **Duties and Responsibilities of School Resource Officer**

The City police officer assigned to the School District as its SRO shall have the following duties and responsibilities in furtherance of maintaining a safe and effective learning environment at the School District schools:

#### Educational Responsibilities

1. Work cooperatively with administrators and staff to plan and schedule appropriate student lessons in topics including, but not limited to the role of laws, courts, and police and by participating in preventative programs that focus on deterring youth involvement in criminal acts.
2. Provide training for staff on the role of the SRO as well as on topics of interest and importance to the staff related to the SRO's expertise.
3. Work collaboratively with administrators to arrange and participate in parent/community education sessions.

#### SRO Responsibilities

1. Promote a positive relationship and enhance communications between police officers, students, staff, and parents at the School District.
2. Be available to students, staff, parents, and school community organizations as a resource.
3. Interact with students as a positive role model.
4. Collaborate on a regular basis with administrators, keeping clear lines of communications on a day to day basis.
5. Collaborate with administrators and staff to identify behaviorally at-risk students, establish a working relationship with such students, and develop interventions to prevent delinquent behavior.
6. Act as the local police department's consultant to the School District in the matters of law enforcement related to juveniles and adults and facilitating open communication between the local police departments, other law enforcement agencies and school officials.
7. The SRO shall comply with 105 ILCS 5/22-88, requiring attempted notification of the student's parent or guardian before detaining and questioning a student on school grounds who is under 18 years of age, documenting the time and manner in which the notification or attempted notification occurred, and making reasonable efforts to ensure that the student's parent or guardian is present during questioning, or, if the parent or guardian is not present, ensuring that school personnel are present during the questioning.
8. The SRO **shall not** issue tickets or citation on school property.

#### Security Responsibilities

1. Maintain a high level of visibility while in the school buildings.

2. Assist with supervision of co-curricular school activities both at home and away, as requested.
3. Meet with administrators to advise them of potentially violent situations and to plan for the safe resolution of those situations.
4. Refer all matters of school discipline to the proper administrator or other school personnel.
5. Provide protection to students, staff, and the school from theft, vandalism, assault, and other violations of the law.
6. Take immediate police action within departmental guidelines to protect life, prevent bodily harm or to stop a felony act in progress.
7. Play a key role in building lockdown, canine searches and school building evacuation drills.
8. Assist staff in the event of an emergency.

#### General

1. Perform duties in police uniform or other designated apparel.
2. Carry service weapon, badge, and handcuffs.
3. Assume responsibility for finding a substitute when absent. An officer with previous school experience (including co-curricular activities) will be provided whenever possible.
4. Participate in periodic training through the Illinois SROs Association, National Association of SROs, or similar organizations.
5. Participate in in-service training and certification requirements that apply to all certified officers of the City.
6. Complete the Illinois Law Enforcement Training Standards Board's training program for school resource officers.

## **Exhibit B**

### **Additional Training**

Additional areas for continuing professional development and training for School Resource Officers may include, but are not limited to:

- The Comprehensive School Threat Assessment Process
- Restorative practices
- Implicit bias and disproportionality in school-based arrests based on race and disability
- Cultural competency in religious practices, clothing preferences, gender identity, sexual orientation, immigrant rights, and other areas
- Professional Development offered by School District facilitators and staff
- Mental health protocols and trauma-informed care
- De-escalation skills and positive behavior interventions and supports
- Training in proper policies, procedures, and techniques for the use of restraint
- Teen dating violence and healthy teen relationships
- Understanding and protecting civil rights in schools
- Special education law
- Student privacy protections and laws governing the release of student information
- School-specific approaches to topics like bullying prevention, equity, cultural responsiveness, individual-institutional-systematic racism, homophobia, transphobia, sexism, classism, ableism, including, cyber safety, emergency management and crisis response, threat assessment, and social-emotional learning

The SRO shall attend a minimum of eight hours of training per year. Where practicable, the District shall also encourage school administrators working with SROs to undergo training alongside SROs to enhance their understanding of the SRO's role and the issues encountered by the SRO.

## **EXHIBIT C**

### **GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN THE CITY OF MASON POLICE DEPARTMENT AND THE BOARD OF EDUCATION OF ILLINI CENTRAL COMMUNITY UNIT SCHOOL DISTRICT 189**

Illini Central Community Unit School District 189 (the “School District” or “District”) and the Mason City Police Department (the “Police Department”), pursuant to Section 1-7(A)(8) of the Juvenile Court Act, Section 10-20.14 and 22-10 of the Illinois School Code and Section 10/6(a)(6.5) of the Illinois School Student Records Act, agree to, and hereby, establish guidelines for a reciprocal reporting system between the Police Department as the local law enforcement agency and the School District regarding criminal offenses committed by students. It is also critical to the safety of the School District’s students and the local community at large that, within the bounds of the confidentiality requirements applicable to both law enforcement officers and school officials, extensive cooperation takes place between school and law enforcement officials. 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 22-10 of the School Code, to reduce juvenile crime and to increase school safety by promoting the exchange of appropriate information between law enforcement and school officials.

#### **I. General Cooperation**

- A. The Superintendent will designate “School Officials” and the Mason City Police Department 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.
- 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).
5. Where information regarding a School District student is deemed to be minor and unlikely to assist in the protection or safety of School District students or community members or becomes part of the student’s school record under the provisions of the Illinois School Student Record Act (the “Act”), 105 ILCS 10/1 *et seq.*, the School District shall not disclose the information to the Law Enforcement Department absent the specific written consent of the student’s parent/guardian (or the student if age 18 or older), by an order of a court of proper jurisdiction, or as otherwise permitted by the Act.

**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, 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 Sections 12-1 (assault), 12-2 (aggravated assault), 12-3 (battery), 12-3.05 (aggravated battery), 12-3.1 (battery on an unborn child), 12-3.2 (domestic battery), 12-3.4 (violation of order of protection), 12-3.5 (interfering with reporting domestic violence), 12-5 (reckless conduct), 12 7.3 (stalking), 12-7.4 (aggravated stalking), 12-7.5 (cyber stalking), 25-1 (mob action), or 25-5 (unlawful contact with street gangs) of the Criminal Code of 1961 or the Criminal Code of 2012.
4. 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 or that may impact the school environment including any no contact orders or no trespass orders applicable to school property. Such information shall only be shared verbally. An investigation means an official, systemic inquiry by law enforcement into actual or suspected criminal activity.
5. 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.
6. 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.

7. 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 Police 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 Police 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 Police 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.