

**RECIPROCAL REPORTING SYSTEM
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
VILLAGE OF ORLAND PARK AND THE BOARD OF
EDUCATION OF ORLAND SCHOOL DISTRICT 135**

This Intergovernmental agreement is entered into between the Village of Orland Park (the Police Department") and the Board of Education of Orland School District 135 (the "School District").

WHEREAS, 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 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 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 student records and information 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 will not be disclosed to any other party except as provided under law or order of court; and

WHEREAS, the *Juvenile Court Act*, 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, the School District and the Police Department agree 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 Police Department 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.

WHEREAS, this Agreement is entered into and maintained in order to foster cooperation and improve the flow of information between the School District and Police Department.

WHEREAS, this Agreement is established after discussion among the undersigned, with the input of the School District's parent-teacher advisory committees, resulting in consensus; and

WHEREAS, the School District and Police Department are authorized to enter into this Agreement pursuant to Article VII, Section 10 (a) of the Illinois Constitution of 1970 and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 et seq.) and they have each determined that the approval and entering into this Agreement is in the best interests of the public and the minor students who attend and the employees who work in the School District.

NOW THEREFORE, the School District and the Police Department hereby agree as follows:

1. ESTABLISHMENT OF A REPORTING SYSTEM. The School District and the Police Department desire to approve and enter into a reciprocal reporting agreement pursuant to State and federal laws that impose certain reporting requirements on local law enforcement agencies and public schools to enhance the cooperation, reporting and communications to improve the flow of information between educators and law enforcement personnel relating to violent or criminal activity by minor students in an effort to rehabilitate the offender, but also to protect the other students and school employees

2. REPORTING AND INFORMATION SHARING. The School District and the Police Department acknowledge and agree to act in good faith to comply with the reporting responsibilities and limitations set forth herein, and as required by applicable law.

3. DESIGNATED REPRESENTATIVES. The School District's Superintendent shall provide the Police Department with a list of administrators to be contacted, as needed, containing regular and emergency telephone numbers, and identifying the particular types of problems for which particular administrators are to be contacted. The administrators identified in these lists shall be considered the "Appropriate School Official" for purposes of subsection 1-7(A)(8) of the *Juvenile Court Act*, 705 ILCS 405/1-7, as amended, whom the School District has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. Police Department shall provide the Superintendent with a primary and two back-up contacts, who shall be considered the "Police Department Representatives." School District and Police Department may, as they deem necessary and upon written notification, designate different persons to the respective positions of "Appropriate School Official" and "Appropriate Police Department Representative."

Any Appropriate School Official(s) and Appropriate Police Department Representative(s) (collectively "Appropriate Officials") may communicate verbally with each other as deemed necessary. Said officials will arrange meetings, as needed, between school officials and individuals representing law enforcement to share information regarding criminal offenses committed by students consistent with this Agreement and to otherwise facilitate and review enforcement of this Agreement. Information and records shared at such meetings may be verbally communicated among said officials. Information shared in written form, where authorized by State and federal law, may be transmitted among the Appropriate Officials by any agreed-upon method, including, but not limited to; United States mail, personal delivery or facsimile transmission, provided security safeguards are in place.

4. SCHOOL DISTRICT AUTHORITY TO REPORT STUDENT CRIMINAL ACTIVITY. The School District, acting through the Appropriate School Official, may report any alleged or suspected criminal activities committed by a student enrolled in the School District. (See 1996 Ill. Atty. Gen. Op. 96-040).

5. SCHOOL DISTRICT DUTY TO REPORT STUDENT CRIMINAL ACTIVITY. The Superintendent or School Principal, or their designee(s), must report certain incidents involving firearms, drugs and attacks on school personnel, as set out below. 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.

(a) **School Superintendent.** The School Superintendent (or his/her designee(s)) is to immediately report the following to the Police Department:

(i) **Firearms.** Any verified incident involving a firearm in a school or on school-owned or leased property and on any transportation device that is owned, leased or used by the school for its students or school personnel. *See* 105 ILCS 5/10-27.1A(b), as amended.

(ii) **Drugs.** Any verified incident involving drugs in a school or on school-owned or leased property or on any transportation device that is owned, leased or used by the school for its students or school personnel. "Drugs" means "narcotic drug" as defined under subsection (aa) of Section 102 of the *Illinois Controlled Substances Act*, as amended [720 ILCS 570/102], "cannabis" as defined under subsection (a) of Section 3 of the *Cannabis Control Act*, as amended [720 ILCS 550/3], or "methamphetamine" as defined under Section 10 of the *Methamphetamine Control and Community Protection Act*. As amended [720 ILCS 646/10]. *See* 105 ILCS 5/10-27.1B(b), as amended.

(iii) **Attacks on School Personnel.** Upon receipt of a written complaint from any school personnel, all incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel. *See* 105 ILCS 5/10-21.7(b), as amended. Notification to the Department State Police's Illinois Uniform Crime Reporting Program is required within three days after the occurrence of the attack.

(b) **School Principal.** The School Principal (or his/her designee(s)) is to immediately report the following to the Police Department:

(i) **Firearms.** Upon receiving a report from any school staff that they have observed any person in possession of a firearm on school grounds, an immediate report of the incident must be made. If the person in possession of a firearm on school grounds is a student, the principal or his/her designee(s) shall also immediately notify the student's parent or guardian. *See* 105 ILCS 5/10-27.1A(b), as amended. Notification to the Department of State Police shall occur in a form, manner and frequency as prescribed by the Department of State Police. Such incidents include possession of a firearm. Firearm is defined in 430 ILCS 65/1.1.

(ii) **Cannabis, Illegal Drugs or Controlled Substances On or Near School Grounds.** Upon receiving any written, electronic, or verbal report from any school personnel regarding a verified incident involving drugs (cannabis or narcotic drugs) in a school or on school owned or leased property, including any conveyance owned, leased, or used by the school for the transport of students or school personnel. 105 ILCS 5/10-27.1B. Notification to the Department of State Police shall occur in a form, manner and frequency as prescribed by the Department of State Police.

Within 48 hours of becoming aware, a report of any violation of the *Cannabis Control Act* or the *Methamphetamine Control and Community Protection Act* or the *Illinois Controlled Substances Act* in a school, on school property, or within 1,000 feet of the school, or on any transportation device used, owned or leased by the School District to transport students, to or from any school-related activities *See* 105 ILCS 127/2, as amended.

6. SCHOOL DISTRICT RELEASE OF SCHOOL STUDENT RECORDS TO THE POLICE DEPARTMENT. School District and Appropriate School Officials shall follow state and federal laws regarding school student records, which are considered confidential, and no school student records or information contained therein may be released, transferred or disclosed except with parental consent or as otherwise permitted by the *Illinois School Student Records Act*, 105 ILCS 10/1 et seq., as amended. The following exceptions permit the release of student records and information to the Police Department without parental consent:

a) **Adjudication of Student by Juvenile Court.** School districts can release student records and information to the Police Department, upon the request of the Police Department, when necessary for the discharge of their official police duties, prior to adjudication of the student and

upon written certification from the Police Department that the information or records disclosed by the school will not be disclosed to any other party, except as provided by law or order of court. 105 ILCS 10/6, as amended.

b) **Emergency Release of Information.** Records and information may be released to the Police Department if such information is needed by the Police Department to protect the health or safety of the student or other persons, provided that the parents are notified, no later than the next school day after the date that the information is released, of the date of the release, the Police Department receiving the information, and the purpose of the release. The factors to be considered in determining whether an emergency exists requiring the release of student information include:

- (i) **Degree of Threat.** The seriousness of the threat to the health or safety of the student or other individuals;
- (ii) **Need.** The need for the requested records to meet the emergency;
- (iii) **Police involvement.** Whether the Police Department is in a position to deal with the emergency; and
- (iv) **Urgency.** The extent to which time is of the essence in dealing with the emergency. 105 ILCS 10/6, as amended; 23 Ill.Admin.Code 375.60.

c) **Law Enforcement Records Not School Records.** It is recognized that the information maintained by law enforcement officers working in the school are not student records. *See* 105 ILCS 10/2(d), as amended.

7. **THE POLICE DEPARTMENT TO SHARE LAW ENFORCEMENT DATA WITH SCHOOL DISTRICT.** The Police Department and all Police Department Representatives will comply with applicable state and federal law in implementing these procedures. In furtherance of the information-sharing hereunder, a Police Department Representative may:

a) **Students Under 18 Years Old.** Provide copies of law enforcement records to, or permit inspection of those records by, the Appropriate School Official or Officials for minors enrolled in the School District, pursuant to Section 1-7(A)(8) of the *Juvenile Court Act of 1987* (705 ILCS 405/1-7(A)(8)), only if the minor has been arrested or taken into custody before his or her 18th birthday for the offenses listed below, provided that the Police Department or its officer believes that there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds. Inspection and copying shall be limited to law enforcement records transmitted to the Appropriate School Official or Officials.

- (i) Any violation of Article 24 of the *Criminal Code of 1961* or the *Criminal Code of 2012* (720 ILCS 5/24-1 et seq.);
- (ii) A violation of the *Illinois Controlled Substance Act* (720 ILCS 570/100 et seq.);
- (iii) A violation of the *Cannabis Control Act* (720 ILCS 550/1 et seq.);
- (iv) A forcible felony as defined in Section 2-8 of the *Criminal Code of 1961* or the *Criminal Code of 2012* (720 ILCS 5/2-8);
- (v) A violation of the *Methamphetamine Control and Community Protection Act* (720 ILCS 606/1 et seq.);

(vi) A violation of Sections 26.5-1, 26.5-2 and 26.5-3 of the *Harassing and Obscene Communications Act* (720 ILCS 5/26.5-0.1 et seq.);

(vii) A violation of the *Hazing Act* (720 ILCS 5/12C-50); or

(viii) A violation of Sections 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*.

The limitations of this paragraph shall be deemed to be expanded or further restricted in accordance with any subsequent amendments to Sections 1-7(8) and/or 5/905(1)(h) of the *Juvenile Court Act of 1987* (705 ILCS 405/1-7(8) and/or 405/5-905(1)(h)).

The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. If the Appropriate School Officials deem it to be in the best interest of the minor student, 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 treatment programs, and other interventions as deemed appropriate for the student.

Any information provided to the Appropriate School Official or Officials whom the school has determined to have a legitimate educational or safety interest by the Police Department about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of oral information only, and not written law enforcement records, and shall be used solely by the Appropriate School Official or Officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the Police Department shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record.

8. POLICE DEPARTMENT DUTY TO SHARE INFORMATION WITH SCHOOL DISTRICT. In furtherance of the information-sharing hereunder, a Police Department Representative shall:

a) **Report to School District That Student Has Been Detained.** The Police Department shall report to the School Principal of any school in the School District whenever a child enrolled in the school is detained for proceedings under the *Juvenile Court Act of 1987*, as amended, or for any criminal offense or violation of a municipal or county ordinance. This report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and the status of proceedings. The report shall be updated as appropriate to notify the Principal of developments and the disposition of the matter. *See 105 ILCS 5/22-20*, as amended.

b) **Records Regarding Student Detention.** Any information provided pursuant to this paragraph 8 shall be kept separate from and shall not become a part of the official school record of a child, and shall not be a public record. Such information shall be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. *See 105 ILCS 5/22-20*, as amended.

9. **COOPERATION BETWEEN SCHOOL DISTRICT AND POLICE DEPARTMENT.** Nothing in this policy and procedure is 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 any of its school buildings, 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, including but not limited to, providing witness statements and testimony in juvenile or criminal adjudications, or in school discipline proceedings.

10. **CONFIDENTIALITY.** All information disclosed and communications made under this policy are to remain confidential and shall not be disclosed or made available in any form to any other person or agency outside of this Agreement, except as specifically authorized by this Agreement or unless specifically authorized by law.

11. **RESPONSIBILITIES.** The responsibilities of the Appropriate School Officials and Appropriate Police Department Officials under this Agreement shall include providing information pertaining to activities occurring in school, on school grounds, off school grounds, at school-related activities or by or against school personnel.

12. **DEFINING TERMS.** The *Illinois Criminal Code* and the *Juvenile Court Act* shall be incorporated herein as a reference for defining any terms in this Agreement.

13. **AMENDMENTS.** This Agreement and any amendments thereto shall become effective when approved and executed by both Parties, and shall remain in effect from year to year thereafter unless either Party takes action to terminate the Agreement.

14. **INDEMNIFICATION.** It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful acts either commission or omission, chargeable to the other, unless such liability is imposed by law and this Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other Party or against third parties. The parties further agree to indemnify, reimburse and hold each other harmless against any and all liabilities, damages, claims, causes of action, cost, expenses and fees, including attorney fees, that either party incurs arising out of or occurring in connection with the other party's negligent, reckless or intentional misconduct.

15. **TERMINATION.** Either party may terminate this Agreement any time during the term by providing the other Party thirty (30) calendar days' prior written notice of such termination. The Parties may also terminate this Agreement by written mutual consent.

IN WITNESS WHEREOF, the following officers and school authorities have executed this Agreement:

School District Representative:

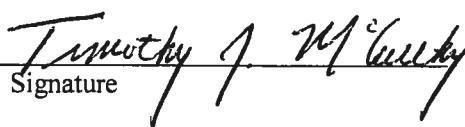
Dr. DJ Skogsberg
District 135 Administration


Signature

Date: 07/09/2018

Police Department Representative:

Timothy J. McCarthy
Police Department


Signature

Date: 8/21/18