

**RECIPROCAL REPORTING INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF STICKNEY AND THE BOARD OF EDUCATION OF
LYONS ELEMENTARY SCHOOL DISTRICT 103**

THIS AGREEMENT is made and entered into by and between the VILLAGE OF STICKNEY, Cook County, Illinois ("VILLAGE"), an Illinois Municipal Corporation, and **THE BOARD OF EDUCATION OF LYONS ELEMENTARY SCHOOL DISTRICT 103**, Cook County, Illinois ("DISTRICT"), an Illinois Public School District (collectively, the "Parties").

WHEREAS, this Agreement has been prepared to comply with Sections 10-20.14 and 22-20 of the Illinois School Code (105 ILCS 5/10-20.14, 5/22-20), Section 1-7 of the Juvenile Court Act of 1987 (705 ILCS 405/1-7), Section 6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/6(a)(6,5)) and the Family Educational and Privacy Rights Act (20 U.S.C. 1232(g)); and

WHEREAS, DISTRICT and VILLAGE desire to approve and enter into a reciprocal reporting agreement pursuant to State and federal laws that imposed 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; and

WHEREAS, this Agreement is entered into and maintained in order to foster cooperation and improve the flow of information between DISTRICT and VILLAGE's local law enforcement agency (being the Stickney Police Department); and

WHEREAS, the cooperation and flow of information is essential to providing the safe, healthy and violence-free school environment to which all students are entitled, and which all students need to thrive and learn; and

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

WHEREAS, DISTRICT and VILLAGE need to have access to activities of minor students in and out of school, so that they may work together in an efficient manner to prevent, eliminate and discourage acts of crime, violence and intimidation, to promote the maintenance of discipline and safety in the schools, to promote safety in the community, and to facilitate the rehabilitation of students; and

WHEREAS, DISTRICT and VILLAGE 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 of and entering into this Agreement is in the best interests of the public and the minor students who attend and the employees who work at DISTRICT.

NOW THEREFORE, in consideration of the foregoing and the mutual promises herein

contained, it is hereby mutually agreed by and between DISTRICT and VILLAGE as follows:

1. DISTRICT shall provide the Chief of Police of the Stickney Police Department (hereinafter "Police Chief") with a list of administrators to be contacted as needed. The list will contain regular and emergency telephone numbers for the administrators and will identify the particular types of problems for which particular administrators are to be contacted. The administrators identified in the list shall be considered the "Appropriate School Official," for purposes of Section 1-7(A)(8) of the Juvenile Court Act. 705 ILCS 405/1-7(A)(8).
2. The Police Chief shall provide DISTRICT with the names and titles of a primary contact (generally the assigned School Resource Officer) and two back-up contacts, who will have the primary responsibility for implementing these guidelines on behalf of the Stickney Police Department. Any person so designated by the Police Chief shall be considered an "Appropriate Law Enforcement Representative."
3. DISTRICT and Police Chief may, as they deem necessary and upon written notification, designate different persons to the respective positions of "Appropriate School Official" and "Appropriate Law Enforcement Representative."
4. Any Appropriate School Official and Appropriate Law Enforcement Official (collectively, the "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, except that Law Enforcement Records, as defined in Section 9(A), below, must be provided in writing. Information in written form 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 to ensure confidentiality.
5. DISTRICT and the Stickney Police Department acknowledge and agree to adhere to their statutory reporting responsibilities, as may be amended and as summarized in Exhibit "A", which is attached hereto and incorporated herein, and which duties are in addition to those set forth herein.
6. DISTRICT, acting through the Appropriate School Official, may report any alleged or suspected criminal acts of students to the Appropriate Law Enforcement Official. 1996 Ill. Atty. Gen. Op. 96-040. Such criminal activity is intended to include:
 - A. Sale or possession of illegal, controlled substances or other intoxicants;
 - B. Student activity involving weapons, items used as weapons or any impact or destructive device;
 - C. All cases involving gang activity;

D. Acts of vandalism;

E. Student activity involving a serious crime or felony, including:

i. Forcible felonies as defined in Section 2-8 of the Criminal Code (720 ILCS 5/2-8);

ii. Fights or violent activity which might reasonably carry over into the community;

iii. Abuse, neglect, lock-out and runaway situations; and

iv. Other activities involving students which threaten the safety of students or community members on or off campus.

7. Appropriate School Officials shall follow State and federal laws regarding school records. In addition, it is recognized that the reports and other information maintained by law enforcement officers working in the school are not student records. 105 ILCS 10/2(d). Further, for the purpose of the Family Educational Rights and Privacy Act (20 U.S.C. 1232g(a)(4)(B)(ii)), law enforcement officers working in the school shall be considered a law enforcement unit of the school, such that the records maintained by said law enforcement officers are not educational records.

8. Section 6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/6(a)(6.5)), authorizes DISTRICT to release student record 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 such records will not be disclosed to any other party, except as provided by law or order of court. In the event that such information is so provided, VILLAGE hereby agrees that all student record information disclosed and communications made under this paragraph are to remain confidential and will not be disclosed to any other party, except as provided by State law or order of court. This provision is intended, among other things, to satisfy the written certification requirement of Section 6(a)(6.5) of the Illinois School Student Records Act and the Family Educational Rights and Privacy Act (20 U.S.C. 1232(g)).

9. It is understood that the Stickney Police Department and all Appropriate Law Enforcement Representatives will comply with applicable State and federal law in implementing these procedures and that they may:

A. Provide copies of Law Enforcement Records to the Appropriate School Official for persons under 18 years of age, who are enrolled in a school within the DISTRICT, pursuant to Section 1-7(A) when their use is needed for good cause and with an order from the juvenile court, or Section 1-7(A)(8) of the Juvenile Court Act of 1987 (705 ILCS 405/1-7(A)(8)), only if the student has been arrested or taken into custody for one of the following offenses, provided that the Stickney Police Department or 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:

- 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 646/1 et seq.);
- vi. A violation of the 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 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 (720 ILCS 5/).

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)) or other relevant laws.

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 minor student 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 minor student and to protect the safety of students and employees in the school. If the Appropriate 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 Appropriate School Officials whom the school has determined to have a legitimate educational or safety interest by the Stickney 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 Stickney Police Department 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.

- B. Provide copies to, or authorize inspection by the Appropriate School Official, pursuant to Section 2.15 of the Freedom of Information Act (5 ILCS 140/2.15), of the following records for persons of 18 years of age or older, who are enrolled in a school within DISTRICT:
 - i. Chronologically maintained arrest information, such as traditional arrest logs or blotters; and
 - ii. The name of the person in custody of the Police Department and the charges for which the person is being held.
- 10. 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. The responsibilities of the Appropriate School Officials and Appropriate Law Enforcement 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. Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel 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 DISTRICT to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony.
- 13. Where an activity reportable under this Agreement poses an imminent threat to the safety of students or community members, the information will be shared as soon as possible.
- 14. The Illinois Criminal Code and the Juvenile Court Act shall be incorporated herein as a reference for defining any terms in this Agreement.
- 15. It is understood and agreed that neither party to this Agreement shall be legally liable for any negligent or wrongful acts either of 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, costs, 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.

16. Any notices required hereunder shall be delivered or served in writing the Parties as follows:

If to Stickney Police Department:
Chief of Police
Stickney Police Department
6533 Pershing Road
Stickney, IL 60402

If to DISTRICT:
Superintendent
Lyons Elementary School District 103
4100 Joliet Avenue
Lyons, IL 60534

17. The agreements, covenants, terms and conditions contained herein may be amended only through written mutual consent of the Parties referencing this Agreement, and a copy of any such written amendment shall be attached to this Agreement.
18. 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.
19. 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.
20. This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

**VILLAGE OF STICKNEY, for
STICKNEY POLICE DEPARTMENT**

**BOARD OF EDUCATION
LYONS ELEMENTARY
SCHOOL DISTRICT 103**

By: _____
Jeff Walik, President

By: _____
Marge Hubacek, Board President

Attest: _____
Audrey McAdams, Village Clerk

Attest: _____
Joanne Schaeffer, Secretary

Acknowledged: _____
Daniel Babich, Chief of Police

Date: _____

Date: _____

Exhibit "A"

Additional Duties Imposed by Illinois Statutes

School districts and law enforcement agencies have certain reciprocal reporting duties by statute. These duties are separate from and in addition to any reciprocal reporting duties set forth in the Agreement to which this Exhibit is attached. The following is a list of those duties.

A. DISTRICT duties.

1. The Superintendent (or designee) is required to immediately report to the Stickney Police Department, 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. 105 ILCS 5/10-21.7. Notification to the Department State Police's Illinois Uniform Crime Reporting Program is required within three days after the occurrence of the attack.
2. The building principal (or designee) is required to immediately report to the Stickney Police Department:
 - a) Upon receiving a report from any school official or from any other person that any person, other than a law enforcement official engaged in the conduct of his or her official duties, was observed in possession of a firearm on school grounds. 105 ILCS 5/10-27.1A (a and b).
 - b) Upon receipt of any written, electronic or verbal report from any school personnel regarding a verified incident involving a firearm 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 5/10-27.1A(c). 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.
 - c) Upon receipt of any written, electronic or verbal report from any school personnel regarding a verified incident involving drugs (cannabis and 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.
3. The building principal (or designee) is required to report to the Stickney Police Department within 48 hours of becoming aware of any incidents involving violation of Section 5.2 of the Cannabis Control Act and/or Section 401 and Section 407(b) of the Illinois Controlled Substances Act occurring in a school, on the real property comprising any school, on a public way within 1,000 feet of a school, or in any conveyance owned, leased or contracted by a school to transport students to or from school or a school-related activity. 105 ILCS 127/2.

4. The records provided to the DISTRICT by the Stickney Police Department per Section B(1), below, must be kept separate from and not become a part of the official school record of a student. Such records are not a public record, and can be used solely by the building principal, counselors and teachers of the school to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the school. 105 ILCS 5/22-20.

B. Stickney Police Department duties.

1. The Stickney Police Department must report to the building principal of the school whenever a student enrolled there is detained for proceedings under the Juvenile Court Act of 1987, as heretofore and hereafter amended, or for any criminal offense or violation of a municipal or county ordinance. The report must contain the basis for detaining the student, circumstances surrounding the events which led to the student's detention, and status of proceedings. The report shall be updated as appropriate to notify the building principal of developments and the disposition of the matter. 105 ILCS 5/22-20.