

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF
PARK RIDGE-NILES COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 64
AND
CITY OF PARK RIDGE
FOR THE
RECIPROCAL REPORTING OF CRIMINAL OFFENSES
COMMITTED BY STUDENTS**

THIS INTERGOVERNMENTAL AGREEMENT is by and between the Board of Education of Park Ridge-Niles Community Consolidated School District No. 64, Cook County, Illinois (hereinafter referred to as "School District" or "District") and the City of Park Ridge, an Illinois Municipal Corporation (hereinafter referred to as the "City" or the "Department") (collectively the "Parties").

WITNESSETH:

WHEREAS, the City operates the Park Ridge Police Department, which has responsibility for law enforcement within the boundaries of the School District or a portion thereof; and

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

WHEREAS, this Agreement is authorized by the Illinois Constitution of 1970 and the *Intergovernmental Cooperation Act* (5 ILCS 220/1 *et seq.*), providing for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois; and

WHEREAS, Section 10-20.14 of the *School Code* (105 ILCS 5/10-20.14) mandates and authorizes that the School District's parent-teacher advisory committee develop and maintain, along with the School Board, a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, the *Family Educational Rights and Privacy Act* (20 USC 1232g(b)) provides that confidential student record information may be disclosed without parental consent to state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to State statute if (1) the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve, prior to adjudication, the student whose records are released; and (2) the officials and authorities to whom such information is disclosed certify in writing to the educational agency or institution that the information will not be disclosed to any other party except as provided under State law without the prior written consent of the parent of the student; and

WHEREAS, in furtherance of the foregoing, the *Illinois School Student Records Act* (105 ILCS 10/6(a)(6.5)) provides that confidential student record information may be disclosed without parental consent to juvenile authorities when necessary for the discharge of their official duties who request information prior to the adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided by law or order of court; and further defines juvenile authorities, which definition includes, but is not limited to, judges, probation officers, law enforcement officers and prosecutors, and individuals authorized by court; and

WHEREAS, the Parties wish to memorialize the authority and parameters of their exchanges of information and the necessary written certification pursuant to the foregoing State and federal laws.

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the School District and the Department hereby agree as follows:

1. Liaison. The District's parent-teacher advisory committee shall designate an administrative contact person to act as a liaison between the School District and the Department for the purpose of reciprocal reporting of eligible criminal offenses committed by students ("Appropriate School Official"). The Department shall likewise designate an administrative contact person to act as a liaison between the Department and the School District for the purpose of reciprocal reporting of eligible criminal offenses committed by students.

2. Criminal Offenses/Reporting and Records Disclosure.

a. Whenever the School District receives information that a student may have committed a criminal offense on school grounds, off school grounds, at a school sponsored activity, or against school personnel, the Appropriate School Official may notify the Department liaison, subject to any limitations imposed by law. To the extent that such information is contained in a school student record, the School District will provide prior written notice to the student's parents, or the student if applicable, as may be required by law.

b. Whenever the Department receives information that a student may have committed a criminal offense, as limited by Paragraphs 2.d and 2.e of this Agreement, the Department liaison shall notify the School District liaison. In addition, the Department shall notify the School District liaison if the Department or an 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.

c. Upon request of the School District, the Department shall provide access to the Appropriate School Official to the criminal records of students, subject to the limitations in Paragraph 2.e of this Agreement.

d. The Department's provision of and the School District's access to the

Department's records relating to a minor who has been arrested before his or her 18th birthday, for purposes of inspection and copying of said records, shall be limited to records of minors enrolled in the School District who have been arrested or taken into custody for any of the following offenses:

- (i) any violation of Article 24 of the *Criminal Code of 1961* or the *Criminal Code of 2012* (i.e., weapons violations);
- (ii) a violation of the *Illinois Controlled Substances Act*;
- (iii) a violation of the *Cannabis Control Act*;
- (iv) a forcible felony as defined in Section 2-8 of the *Criminal Code of 1961* or the *Criminal Code of 2012* (e.g., murder, criminal sexual assault, robbery, burglary, arson, kidnapping, aggravated battery and any other felony that involves the use or threat of physical force or violence);
- (v) a violation of the *Methamphetamine Control and Community Protection Act*;
- (vi) a violation of Section 1-2 (harassment through electronic communications) of the *Harassing and Obscene Communications Act*;
- (vii) a violation of the *Hazing Act* (recategorized and renumbered as Section 12C-50 of the *Criminal Code*); or
- (viii) a violation of Section 12-1 (assault), 12-2 (aggravated assault), 12-3 (battery), 12-3.05 (aggravated battery), 12-3.1 (battery of an unborn child; aggravated battery of an unborn child), 12-3.2 (domestic battery), 12-3.4 (violation of an order of protection), 12-3.5 (interfering with the reporting of domestic violence), 12-5 (reckless conduct), 12-7.3 (stalking), 12-7.4 (aggravated stalking), 12-7.5 (cyberstalking), 25-1 (mob action), or 25-5 (unlawful contact with streetgang members) of the *Criminal Code of 1961* or the *Criminal Code of 2012*.

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 to protect the safety of students and employees in the school. If the designated law enforcement and school officials deem it to be in the best interest of the minor, the student may be referred to in-school or community based social services if those services are available. "Rehabilitation services" may include interventions by school support personnel, evaluation for eligibility for special education, referrals to community-based agencies such as youth services, behavioral healthcare service providers, drug and alcohol prevention or treatment programs, and other interventions as deemed appropriate for the student.

e. Except as provided in Paragraphs 2.d. and 2.g, the Department's provision of and the School District's access to the Department's information relating to 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 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 local law enforcement officials 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. For purposes of this paragraph, "investigation" means an official systematic inquiry by the Department or any other law enforcement agency into actual or suspected criminal activity.

The limitations of this paragraph and Paragraph 2.e shall be expanded or further restricted in accordance with any subsequent amendments to the *Juvenile Court Act of 1987* (705 ILCS 405/1-7, 5-905) or other laws.

f. Pursuant to 705 ILCS 405/5-901(1)(b)(v), court files of juvenile delinquency proceedings, redacted to remove any information identifying the victim or alleged victim of any sex offense, will be disclosed to the School District if the District provides educational, medical or mental health services to the juvenile and disclosure is necessary for the discharge of the District's official duties.

g. Notwithstanding the restrictions in Paragraph 2.e above on the provision of and access to the Department's records, in accordance with Section 22-20 of the *School Code* (105 ILCS 5/22-20), the Department shall report to the Principal or School District liaison, if identified as designee for the School District's principals, whenever a child enrolled therein is detained for proceedings under the *Juvenile Court Act of 1987* (705 ILCS 405/1-1 *et seq.*), as heretofore and hereafter amended, or for any criminal offense or any violation of a municipal ordinance. The report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the Principal or School District liaison of developments and the disposition of the matter. The information transmitted to the School District pursuant to this paragraph shall be kept separate from and shall not become a part of the official school record of such child and shall not be a public record. Such information shall be used solely by the appropriate school official or officials 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 the students and employees in the school.

h. Nothing contained in this Agreement is intended to prevent the sharing or disclosure of information or records relating or pertaining to juveniles subject to the provisions of the Serious Habitual Offender Comprehensive Action Program when that information is used to assist in the early identification and treatment of habitual juvenile offenders and such sharing is otherwise allowed by law.

i. If the Department commences use of body cameras by its law enforcement officers in accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 701/10-1 *et seq.*), it shall promptly provide the District with a copy of the Department's written

policy regarding the use of body cameras adopted in accordance with the foregoing Act, and the District and Department shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the Department and for access by the District as otherwise allowed by law. If the Department and District have a school resource officer agreement in place, they shall discuss the implementation of the body camera policy with regard to the school resource officer(s) serving in the District schools pursuant to that agreement.

3. Confidentiality. Any and all information received by the School District as a result of this Agreement shall be kept confidential by the School District as and to the extent required by law. In accordance with the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*) and the regulations implementing the federal *Family Educational Rights and Privacy Act* (34 C.F.R. Part 99), any and all information constituting student records or education records under those laws that is received by the Department as a result of this Agreement shall be kept confidential by the Department and shall not be disclosed by the Department to another party without the prior written consent of the parent of the student (or consent of the student if he or she has assumed rights under the law), except as provided under state and federal law.

4. Term. The parties to this Agreement understand and agree that this Agreement shall commence the day and year on which the Agreement is signed by all parties. This Agreement shall remain in effect from year-to-year thereafter, as may be modified pursuant to Paragraph 6 of this Agreement, until terminated by written notice of either party.

5. Notices. Any and all notices required hereunder shall be sent to:

To the District:

Park Ridge-Niles Community Consolidated School District No. 64
164 South Prospect Avenue
Park Ridge, Illinois 60068
Attn: Superintendent

To the City:

Park Ridge Police Department
505 Butler Place
Park Ridge, IL 60068
Attn: Chief of Police

Notice shall be made by the United States certified mail, postage prepaid, return receipt requested, or by personal delivery of any such notice.

6. Modification. The agreements, covenants, terms and conditions herein contained may be modified only through written mutual consent of the parties hereto.

7. Assignment. Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party.

8. Termination of Prior Agreement. The Intergovernmental Agreement for Reciprocal Reporting of Criminal Offenses Committed by Students between the Parties, dated February 18, 2014, is hereby terminated by mutual agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year the Agreement is fully executed by both Parties.

**CITY OF PARK RIDGE, an Illinois
Municipal Corporation**

**BOARD OF EDUCATION OF PARK
RIDGE-NILES COMMUNITY
CONSOLIDATED SCHOOL DISTRICT
NO. 64, COOK COUNTY, ILLINOIS**

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

Dated: _____

ATTEST:

ATTEST:

By: _____

By: _____

Its:

Its: Secretary

Dated: _____

Dated: _____

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