

ORIGINAL

2014-R-214_R_110314

RESOLUTION

**A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF OAK PARK AND OAK PARK AND RIVER FOREST HIGH SCHOOL
DISTRICT NO. 200 FOR SCHOOL RESOURCE OFFICERS**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law; and

WHEREAS, the Village of Oak Park ("Village") and Oak Park and River Forest High School District No. 200 ("School District") are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, pursuant to this Resolution, the Village approves and authorizes the execution of the attached Intergovernmental Agreement between the Village and the School District regarding school resource officers.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, State of Illinois, in the exercise of their home rule powers, as follows

Section 1. Recitals Incorporated. The above recitals are incorporated herein as though fully set forth.

Section 2. Approval of Intergovernmental Agreement. The Intergovernmental Agreement between the Village and the School District is hereby approved in substantially the form attached as authorized by the Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

Section 3. Execution of Intergovernmental Agreement. The Village Manager is directed to execute the Intergovernmental Agreement on behalf of the Village in substantially the form attached and any and all other documents in furtherance of the Agreement.

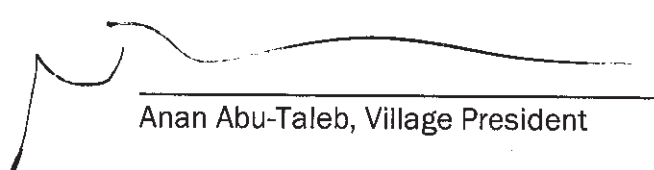
Section 4. Severability and Repeal of Inconsistent Ordinances, Resolutions and Motions. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution. All ordinances, resolutions and motions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall be in full force and effect after its adoption and approval as provided by law.

ADOPTED this 3rd day of November, 2014 pursuant to a roll call vote as follows:

	Aye	Nay	Abstain	Absent
President Abu-Taleb	✓			
Trustee Barber	✓			
Trustee Brewer	✓			
Trustee Lueck				✓
Trustee Ott	✓			
Trustee Salzman	✓			
Trustee Tucker	✓			

APPROVED this 3rd day of November, 2014.


Anan Abu-Taleb, Village President

ATTEST:


Teresa Powell, Village Clerk

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF OAK PARK AND
THE BOARD OF EDUCATION OF OAK PARK AND RIVER FOREST
HIGH SCHOOL DISTRICT NO. 200
PROVIDING FOR A SCHOOL RESOURCE OFFICER AND THE
DEVELOPMENT OF GUIDELINES FOR RECIPROCAL REPORTING**

This Agreement is entered into as of the Effective Date set forth in Section 8.M of this Agreement and is by and between the Village of Oak Park (the "Village"), a home rule municipality, and the Board of Education of Oak Park and River Forest High School District No. 200, Cook County, Illinois (the "School District").

WHEREAS, the School District desires to have School Resource Officers detailed to it on a contractual basis; and

WHEREAS, school resource officers assist school districts in the preparation of educational and preventive programs related to community programs; and

WHEREAS, School Resource Officers serve as a law enforcement related resource; and

WHEREAS, Section 1-7(A)(8) of the Juvenile Court Act of 1987, 705 ILCS 405/1-7(A)(8), Sections 10-20.14 and 22-20 of the Illinois School Code, 105 ILCS 5/10-20.14 and 22-20, and Section 10/6(a)(6.5) of the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), provide for and authorize agreements between local law enforcement agencies and school districts for reciprocal reporting of criminal offenses committed by students; and

WHEREAS, the School District entered into a School Resource Officer and Reciprocal Reporting Agreement with the Village and the Village of River Forest, dated October 18, 1999 (the "Original SRO Agreement"); and

WHEREAS, the School District has determined that it is in its best interest to enter into an agreement that is similar to the Original SRO Agreement, except that the School District has

determined that the terms must be updated and that it is only necessary to engage the Village of Oak Park; and

WHEREAS, the Village is willing to provide School Resource Officers under the terms specified in this Agreement and to engage in reciprocal reporting with the School District; and

WHEREAS, both the 1970 Illinois Constitution (Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorize and encourage intergovernmental cooperation; and

WHEREAS, both the Village and the School District are interested in fostering positive relationships with students, parents, and staff in an effort to promote a greater respect for law enforcement;

In consideration of the promises, covenants, terms, and conditions set forth in this Agreement, the parties hereto agree as follows:

SECTION 1: INCORPORATION OF RECITALS

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION 2: DESCRIPTION OF SCHOOL RESOURCE OFFICER PROGRAM

The description of the School Resource Officer Program is set forth in Appendix A attached to this Agreement and incorporated herein and may be modified from time to time as agreed to by the Chief of Police and the School Superintendent. In carrying out the duties and responsibilities of a School Resource Officer, the officers chosen shall function with those powers assignable to School District personnel in dealing with matters which do not relate to a violation of criminal law and those powers of a sworn municipal police officer when the School

Resource Officer believes that the actions of students or other persons constitute a violation of laws or ordinances. When enforcing rules and regulations of the School District, the School Resource Officer shall engage in such standard of conduct as expected of School District employees. When enforcing criminal law or ordinance violations, the School Resource Officer shall engage in such standard of conduct as expected of an individual enforcing such criminal or quasi criminal enactments. The School Resource Officer shall possess the in loco parentis powers granted by State law to School District personnel.

SECTION 3: OBLIGATIONS AND RESPONSIBILITIES OF THE VILLAGE

The Village, through its Police Department, shall provide police officers to serve as School Resource Officers as described in Appendix A attached to this Agreement.

SECTION 4: PAYMENT OBLIGATIONS OF THE SCHOOL DISTRICT

The School District's payment obligations under this Agreement are set forth in Appendix B attached to this Agreement and incorporated herein.

SECTION 5: GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN THE SCHOOL DISTRICT AND THE VILAGE

The Village and the School District shall share information as obligated and/or restricted by law, including without limitation Sections 10-20.14 (105 ILCS 5/10-20.14) and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois, and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, all as currently drafted and hereafter amended, and as set forth in the Reciprocal Reporting Guidelines, attached to this Agreement as Appendix C and incorporated herein (the "Guidelines"). The parties to this Agreement will cooperate to review and periodically amend the Guidelines to reflect changes in any applicable law(s) or to better meet the needs of the parties. Any amendment to the Guidelines shall be in

writing and executed by the Superintendent of the School District and the Village's Chief of Police.

SECTION 6: TERM

The services under this Agreement shall commence on July 1, 2014, and continue in full force and effect until this Agreement is terminated as provided below.

Any party may terminate this Agreement at any time by providing the other party with at least 60 days prior written notice of such termination pursuant to Section 8.k below. In addition, the parties may terminate this Agreement by mutual written consent and agreement.

SECTION 7: LIABILITY, RESPONSIBILITY, AND AUTHORITY

A. It is the intent of the parties that potential liability for a claim, demand, or suit, including the cost of defense thereof, shall be borne by the parties based upon the nature of the claim, demand, or suit. If the claim, demand, or suit arises out of an action of the School Resource Officer in seeking to make or making an arrest under a Village ordinance or State law or arises out of the School Resource Officer's willful or grossly negligent actions, the Village shall hold the School District, its Board members, employees, and agents harmless and shall indemnify and defend them against such claim, demand, or suit. If the claim, demand, or suit arises out of any other action of the School Resource Officer carried out under the scope of duties specified or inherent under this Agreement, then the School District shall hold harmless, indemnify, and defend the School Resource Officer and the Village and its officers and employees, unless the School Resource Officer acts in a willful or grossly negligent manner. It is intended by the parties herein that the obligations to hold harmless, to defend, and to indemnify in the event that cost, expenses, or judgments are paid shall be a contractual obligation which

will be covered by any insurance or governmental self-insurance that the respective governments may procure and, in addition, shall remain the responsibility of the responsible party in the absence of such coverage. In the event that either party is a member of a self-insurance pool which requires the individual approval of contracts in order to trigger the contractual indemnity provision offered by the pools, this Agreement shall be submitted for approval by that body. A report will be made to the other party if the contractual indemnity request is refused.

B. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the defenses available to the School District or the Village under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*, with respect to claims by third parties.

C. Notwithstanding the indemnification obligations provided in Section 7.A of this Agreement, for the purposes of this Agreement, any injury incurred by the School Resource Officer for which that Officer would be entitled to benefits under the worker's compensation statutes of this State shall be the obligation of the Village and the School Resource Officer shall, at all times, be considered, for worker's compensation purposes, to be an employee of the Village.

SECTION 8: GENERAL PROVISIONS

A. Amendment. This Agreement may be amended at any time by agreement of the parties.

B. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable in any particular case or in all cases for any reason, this shall not render the provision in question inoperative or unenforceable in any other case or

circumstances or render any other provisions herein contained invalid, inoperative, or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

C. Interpretation. The headings contained in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender shall be deemed and construed to include correlative words of other genders. Words importing the singular shall include the plural and vice versa unless the context shall otherwise indicate. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of the Agreement.

D. Assignment/Binding Effect. No party may assign their respective rights and duties hereunder except upon the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective assigns, legal representatives, and successors interest.

E. Waiver or Breach. If any party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by any party or prevent any party from enforcing such provisions.

F. Merger Clause, Amendment. This Agreement sets forth the entire understanding of the parties relative to the subject hereof and supersedes any and all prior agreements, express or implied, oral or written, including the Original SRO Agreement. No amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the

parties.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

H. Compliance with Law. The parties shall at all times observe and comply with the laws, ordinances, regulations, and codes of Federal, State, County, and other local government agencies, which may in any manner affect the performance of this Agreement

I. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable Federal law. Venue shall only be proper in a court of competent jurisdiction located within the County of Cook, Illinois.

J. Disclaimer of Relationship. Nothing contained in this Agreement nor any act of the parties, shall be deemed or construed by the parties hereto or by third persons to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village or the School District.

K. Notice. Any and all notices required to be delivered hereunder shall be deemed delivered when personally delivered or mailed by registered or certified mail, return receipt requested, postage pre-paid; or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day to the parties as set forth below:

If to the School District:

Superintendent
Oak Park and River Forest School District 200
201 N. Scoville
Oak Park, IL 60302

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, IL 60302

Any party may change the name and address of the designee to whom notice shall be sent by giving written notice of such change to the other party in the same manner as all other notices are required to be delivered. Notice as provided herein does not waive service of summons or process.

L. Cost of Suit.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law. Venue shall only be proper in the Circuit Court of Cook County, Illinois. In the event any dispute arises between the parties, the parties agree to the following dispute resolution process:

The parties will use their best efforts to resolve disputes before instituting litigation. Prior to instituting any litigation, both parties agree that any unresolved dispute will be put in writing addressed to the Village Manager and to the Superintendent who shall inform their respective governing body.

M. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below.

N. Binding Authority. The individuals executing this Agreement on behalf of the the Village and the School District represent that they have the legal power, right, and actual authority to bind their respective party to the terms and conditions of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -
SIGNATURE PAGE FOLLOWS]**

VILLAGE OF OAK PARK

By: Cara Pavlicek
Cara Pavlicek, Village Manager

Dated: 11/4/14

ATTEST: Teresa Powell
Teresa Powell, Village Clerk

Dated: 11/4/14

BOARD OF EDUCATION
OAK PARK AND RIVER FOREST DISTRICT NO.
200

By: John Phelan
John Phelan, Board President

Dated: October 23, 2014

ATTEST: Dr. Jackie Moore
Dr. Jackie Moore, Board Secretary

Dated: _____

APPENDIX A

SCHOOL RESOURCE OFFICER PROGRAM JOB DESCRIPTION AND POSITION EXPECTATIONS

GOALS

Establishment of a School Resource Officer Program will permit the Village of Oak Park's (the "Village") Police Department to work directly with Oak Park and River Forest High School District No. 200 (the "School District") officials towards a prevention orientation and facilitate and-foster positive relationships with School District students and employees. Further, it will promote increased attention to youth problems, concerns, and unlawful activities on a proactive rather than reactive basis. The expressed goal is to promote a positive learning and educational environment for students and a solid, healthy community environment.

A primary goal of the program is to coordinate the resources of the Village and the School District in a collaborative effort to enhance positive, communicative, and productive relationships among Police and School District personnel, students, parents, and other related service agencies to foster a safe and secure educational environment

The Police Department and the School District employ personnel with training and expertise to effectively deal with youthful members of the community and those members who engage in potential and actual criminal behavior. Acting together on a day to day basis, those trained personnel can assist the community in meeting youthful needs that extend beyond formal education and other community offerings.

The school setting provides an educational environment that promotes preventive programs that focus on deterring youth from involvement in criminal acts, including alcohol and drug use, theft, violence, criminal gang involvement and activity, and other forms of socially unacceptable behavior. The School Resource Officer will be positioned to make full use of those life education opportunities.

Successful program implementation and continuation is directly dependent upon the cooperation and assistance of the Village, the Police Department, School District, and community members.

SCHOOL RESOURCE OFFICER SELECTION

The Village shall submit the names of suitable officers for consideration as School Resource Officers. The School District and the Village Police Department will jointly make the final selection of the School Resource Officers. The School District reserves the right to require the Village to remove any School Resource Officer and to replace the removed individual with another School Resource Officer acceptable to the School District.

The Village, at its sole cost, shall conduct background investigations, including checks of

criminal background, Illinois Department of Children and Family Services, and any other background check required by law, of all School Resource Officers and, in accordance with Section 10-21.9 of the Illinois School Code, 105 ILCS 5/10-21.9, shall provide results of each background investigation to the School District, and shall comply with all requirements of Section 10-21.9 as may be amended from time to time. The Village shall not allow anyone to work or begin placement as a School Resource Officer or Substitute Officer whose background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal convictions or other conduct which lawfully may be considered and which call into question such individual's fitness to work with children. This is a minimum requirement. The Village may require more extensive background investigations of and heightened standards for its employees than what is required by the School District under this paragraph.

The position of School Resource Officer is subject to annual renewal based on a satisfactory evaluation by both the School District and the Village. In no event shall the position of School Resource Officer be considered a permanent assignment of the officer currently filling the position.

POSITION RESPONSIBILITIES

The School Resource Officer position responsibilities and expectations will include, but are not limited to:

1. Fostering positive relationships with students, parents, and staff in an effort to promote a greater respect for law enforcement.
2. Functioning as a resource in issues related to law enforcement in a cooperative relationship with School District counselors and other social service personnel.
3. Serving as a law enforcement related resource for students, their families, School District staff, and community members.
4. Assisting in preparation of educational and preventive practice programs related to community/social problems involving unlawful activity, including, but not limited to, drug and alcohol use, criminal gang activity, vandalism, theft, personal violence, trespassing, and violations of the Illinois Vehicle Code.
5. Take prompt, appropriate action in situations requiring police intervention during school hours. This will include the investigation of criminal activity taking place on School District grounds. In compliance with Illinois Compiled Statutes and Police Department Rules, Policies, and Procedures, the School Resource Officer may take immediate action to protect himself or another person from death or serious injury. The School Resource Officer will notify the proper School District personnel of police actions taken on School District grounds as soon as practical.

6. Provide appropriate assistance in incidents involving juvenile runaways.
7. Assist School District officials in handling incidents involving persons trespassing and committing criminal acts on School District property.
8. Act as a consultant to the School District in matters of law enforcement related to juveniles and adults.
9. Facilitate communication between the Village Police Department, other law enforcement agencies, and School District officials.
10. Be a visible presence in School and on School District grounds. Assist School District officials and staff in crime prevention programs.
11. Meet regularly with the School District counselors and student interaction directors in an attempt to identify individuals or conditions that could result in delinquent behavior and formulate plans and offer solutions.
12. Coordinate with School District officials in making necessary incident and situational referrals to other agencies.
13. Serve as a resource person for teachers and students in the Driver Education Program.
14. Assist in supervising extracurricular activities where Village Police officers are "usually present." The School Resource Officer will be part of the School District's administrative team working the event and will not work the activity as part of the police extra duty detail.

POSITION/FUNCTION GUIDELINES

Employee of Village. The School Resource Officers is considered an employee of the Village on special assignment to the School District during the entire school year. The School Resource Officer shall remain under the command of the Chief of Police at all times and may, at any time, be required to perform regular or special duties for the Village Police Department. While on the premises of School District property, the School Resource Officer works at the direction of the Superintendent or a designee, while maintaining adherence to all rules of the Village Police Department.

Assessment and Evaluation. The School Resource Officer position 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 the Officers, with a collaborative performance appraisal process involving the Village and School District officials. The performance evaluation process will include Police and School District staff documentation of critical incidents related to service-orientation, effectiveness, community support, and student acceptance. This performance evaluation is separate from the evaluation of the officers by the Village Police Department.

Interim performance assessments may be conducted as needed or required. Unsatisfactory job performance will be the subject of immediate review and communication among members of the Village Police Department and School District officials.

Interviews and Interrogation Conducted by the School Resource Officer. School Resource Officers will, unless exigent or emergency circumstances exist, contact an appropriate School District official before any contact is made with a student for an interview regarding criminal activity. The officer, in cooperation with School District administration, will make a reasonable effort to contact the student's parent or guardian before any interview or interrogation. Interviews will be conducted in a setting and in such a manner as to maintain privacy and confidentiality and minimize possible embarrassment to the interviewee. Information developed from student interviews will be shared with the appropriate School District officials as is necessary and deemed appropriate in accordance with State Statute, other applicable laws and the reciprocal reporting guidelines agreed to by the Village and the School District. When conducting interviews with School District employees, the School Resource Officer shall explain the reasons for the interviews, and proper regard for student/teacher trust should be given.

Reports. Each School Resource Officer will complete such work reports as the Village Police Department requires. The officers will also consult at least weekly with designated representatives of the School District and Police Department staff members regarding cases, dispositions, problem situations, and potential problems.

School Resource Officer Participation in Curriculum. The School Resource Officer's role will provide innumerable opportunities for integration into academic areas for certain programs and course content and may, as requested by School District staff and faculty, provide necessary materials for that purpose. Suggested program areas may include, but are not limited to:

- Criminal gangs
- Drug/alcohol use
- Juvenile Court Act and system
- Criminal Code
- Vehicle Code
- Law enforcement career field
- Role of Police in the society and the community
- Constitutional rights relating to police/citizen contacts
- Consequences of criminal conviction (misdemeanors and felonies) and adjudication as a delinquent minor
- Victimization prevention/rights

Dress Code. Generally, the School Resource officer will dress in plain clothes, i.e., suit, sport coat, dress slacks, tie, etc., if a male and dress skirt and dress shirt/sweater or dress shirt/sweater and dress slacks if a female. A Village Police Department uniform or other attire may be worn on special occasions with the joint approval of the School District and the Village Police Department. The School Resource Officer will be armed (weapon not visible) and will

also carry handcuffs and a Village Police Department radio.

Work Schedule. The Village will provide a School Resource Officer on student attendance days, plus four registration days from 7:30 a.m. to 3:30 p.m. and for up to ten evening events selected by the School District during the school year. The School Resource Officer must be present every day during the school year that classes are scheduled to take place. The Village shall coordinate to ensure that a regular schedule is established and that a School Resource Officer is present as required. If a School Resource Officer is absent, on vacation, or otherwise unable to be present on a school day that classes are scheduled, a substitute officer, designated by the Chief of Police and acceptable to the School District, will be provided to act as the School Resource Officer for the day.

The School Resource Officer will be present at some School District functions such as dances, ball games, and special events on a basis to be mutually determined between the School District and the Village. The School Resource Officer must be willing to exercise duty scheduling flexibility to accommodate this latter requirement.

On days when school is not in session, the School Resource Officer may be assigned to duty at his/her Department.

SCHOOL RESOURCE OFFICER PROGRAM EVALUATION CRITERIA

The School Resource Officer program will be evaluated jointly by School District and Village Police Department officials to see if it is fulfilling the position responsibilities set forth in this School Resource Officer Program after each year. From time to time, specific job duties may be adjusted to meet the overall mission as needed.

APPENDIX B

SCHOOL DISTRICT PAYMENT OBLIGATIONS

- A. For the 2014-2015 school year, the School District shall make a payment to the Village equal to \$145,046 (the "Annual Payment"), which the Village agrees appropriately compensates the Village for providing a School Resource Officer to the School District under the terms of the Agreement and Appendix A to the Agreement. In addition, the School District acknowledges that it did not make payments to the Village for the services of the School Resource Officer for the 2013-2014 school year. Therefore, within 30 days after the Effective Date of the Agreement, the School District shall pay the Village \$74,216.50 as payment to the Village for providing a School Resource Officer for the for the 2013-2014 school year.
- B. For each school year after the 2014-2015 school year, through and including the 2024-2025 school year, the Annual Payment shall be increased by the Consumer Price Index used by the Cook County Clerk in implementing the Property Tax Extension Limitation Law (35 ILCS 200/18-185) or 2.5%, whichever increase is lower.
- C. The School District shall make the Annual Payment to the Village within 30 days after receiving a written invoice from the Village for the total Annual Payment. The Village shall invoice the School District on or about October 1st annually. The School District Annual Payment shall be due and owing to the Village in accordance with the terms and conditions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*
- D. It is the intent of the parties to negotiate a successor agreement to commence with the 2025-2026 school year. Further, at this time the Village and School District anticipate that a successor agreement would provide that the Village shall continue to provide to the School District the School Resource Officer and the School District would be responsible for 50% of the amount of the Annual Payment. For example, if the Annual Payment for the 2024-2025 school year would be \$180,000 based on the increases provided in Section B of this Appendix B, then the School District shall pay the Village \$90,000.
- E. If the Agreement terminates prior to the end of a school year, the Village shall reimburse the School District an amount that is equal to the following equation: (the School District Annual Payment for the school year the termination occurs / 192 school days) X (the number of school days remaining in the school year after termination of the Agreement).

APPENDIX C

GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN OAK PARK AND RIVER FOREST HIGH SCHOOL DISTRICT NO. 200 AND THE VILLAGE OF OAK PARK

The Board of Education of Oak Park and River Forest High School District No. 200 (the "School District") and the Village of Oak Park through its Police Department (the "Police Department"), pursuant to Section 1-7(A)(8) of the Juvenile Court Act of 1987, 705 ILCS 405/1-7(A)(8), Sections 10-20.14 and 22-20 of the Illinois School Code, 105 ILCS 5/10-20.14 and 22-20, and Section 10/6(a)(6.5) of the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), 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. The following guidelines are intended to meet the requirements of the Juvenile Court Act, the Illinois School Student Records Act and Sections 10-20.14 and 22-20 of the Illinois School Code, to reduce juvenile crime, and to increase school safety by promoting the exchange of appropriate information between Police Department and School District officials. To the extent that any provision of these guidelines may conflict with any provision of law, as may be amended from time to time, the applicable law shall govern.

I. General Protocol

- A. Each party to this Agreement shall designate one or more persons (the "School Officials" and the "Police Officials") who shall transmit information and receive information from the designees of each agency and have primary responsibility for implementing these guidelines.
- B. Unless a certain type of communication is required by law to be in writing, information may be communicated verbally among the School Officials and the Police Officials at any time deemed necessary by the Officials.
- C. Unless a certain type of communication is required by law to be in writing, information may also be verbally communicated among the School Officials and the Police Officials during meetings called for that purpose; such meetings may be held according to a schedule, or may be called by any of the Officials on an as-needed basis with reasonable notice.
- D. Information in written form may be transmitted among the School Officials and the Police Officials by any agreed-upon method, including without limitation United States mail, hand delivery, e-mail, or facsimile; such sharing of written information may be according to an agreed-upon schedule, or on an as-needed basis, or as required by law.

II. Reporting of Student Criminal Activity

A. By the School District to the Police Department

1. School Officials will promptly report to the Police Officials the activity of students who reside and/or attend Oak Park and River Forest High School that involves or is suspected to involve:
 - a. Criminal gang activity;
 - b. Weapons such as guns and knives, explosives, impact devices, or any item used as a weapon;
 - c. Sale of drugs or other intoxicants;
 - d. Possession of significant quantities of drugs or other intoxicants;
 - e. Fights or other violent activity which might reasonably carry over into the community;
 - f. Abuse, neglect, lock-out, and runaway situations;
 - g. Acts of vandalism;
 - h. Other activities involving students which threaten the safety of students or community members on or off School District property; or
 - i. Any state or federal crime occurring or which has occurred on School District property or at a School District event which might reasonably carry over into the community.
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 not later than two business days after the information becomes known to School Officials.
3. Where information regarding a School District student does not constitute activities that involve or are suspected to involve those listed in Sections II.A.1.(a-i), the School District shall not disclose the information to the Police 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 Illinois School

Student Records Act, 105 ILCS 10/1 *et seq.*

B. By the Police Department to the School District

1. Police Officials will report to School Officials the same type of information referenced in Section II.A.1(a-i) above, within the same time frames, where the activity by students or others might reasonably carry over onto school grounds or school activities.
2. As provided by Section 1-7(a)(8) of the Juvenile Court Act, Police Officials will share law enforcement records with School Officials that relate to the following offenses or suspected offenses with respect to a minor enrolled in Oak Park and River Forest High School 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 who are present in the school or on school grounds:
 - a. Any violation of Article 24 of the Criminal Code (720 ILCS 5/24-1 *et seq.*) (Deadly Weapons);
 - b. A violation of the Illinois Controlled Substances Act (720 ILCS 570/100 *et seq.*);
 - c. A violation of the Cannabis Control Act (720 ILCS 550/1 *et seq.*);
 - d. A forcible felony as defined in Section 2-8 of the Criminal Code (720 ILCS 5/2-8);
 - e. A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 *et seq.*);
 - f. A violation of Article 26.5 (Harassing and Obscene Communications) of the Criminal Code (720 ILCS 5/26.5 *et seq.*) ;
 - g. A violation of Section 12C-50 of the Criminal Code (720 ILCS 5/12C-50) (Hazing); or
 - h. A violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3.1, 12-3.2, 12-3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1, or 25-5 of the Criminal Code (720 ILCS 5/) (bodily harm and mob action).

3. Police Officials will share information with School Officials concerning a minor who is the subject of a current police investigation that is directly related to school safety. Such information may only be shared orally. An investigation means an official, systemic inquiry by Police Officials into actual or suspected criminal activity.
4. As required by Section 22-20 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.
5. In administering Section 22-20 of the School Code and this Agreement, law enforcement officials are not obligated to initiate reporting to the School District regarding the detention of students for conduct deemed by Police Officials to be minor and unlikely to assist in the rehabilitation of the student or the protection or safety of students and employees of the School District. In contrast, conduct involving vandalism, violence, gangs, weapons, drugs, alcohol, runaways, family disputes, abuse, or an appearance in court as a juvenile or an adult for other than minor traffic offenses shall be reported. More generally, Police Officials will share information with School Officials where student misconduct outside of school is likely to be carried into school or school activities, or have a significant impact on the safety and well-being of students, staff, and community members associated with the schools. In turn, School Officials will share information with law enforcement officials where student misconduct in school or at school activities is likely to extend into the community or involve an offense for which reporting is required by law.
6. Although the provisions of the Juvenile Court Act do not apply to students aged 17 or older, Police Officials shall provide School Officials with the same information regarding suspected criminal offenses committed by students ages 17 and older as is reported for students included in the scope of the Juvenile Court Act under this Agreement.

III. Confidentiality and Records

- A. Content of Criminal Activity Information. All criminal activity information shall include the names of all involved persons, including 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 Records and Criminal Activity Information. Any law enforcement and student records subject to disclosure under this Agreement shall not be disclosed or made available in any form to any person or agency other than as set forth in this Agreement or as authorized by law. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information, except as may be authorized by law or set forth in this Agreement. Such procedures shall be designed to also ensure that any criminal activity information is not available to other employees, or any persons other than as authorized by this Agreement or by law.
- C. Illinois School Student Records Act. This Section III.C and this Appendix C are intended to satisfy Section 6(a)(6.5) of the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), which authorizes a school district to release information to law enforcement officers when necessary for the discharge of their official duties who request information prior to adjudication of the student and upon written certification that the information disclosed by the school district will not be disclosed to any other party, except as provided by law or order of court.
- D. Not Educational or School Records.
1. 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 the School Resource Officer 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), a School Resource Officer designated to work with the School District pursuant to this Agreement shall be considered a law enforcement unit of the School District such that the records created by School Resource Officer for the purpose of law enforcement shall not be considered educational records.
 2. All reports and records shared by Police Officials with School Officials shall be kept in a secure location and shall not be a public record. Such information shall be kept separate from and shall not become a part of the student's official school record. The information shall be used by School

Officials solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.