



Agenda Item Commentary

Date:

March 17, 2014

Agenda Item P

Submitted By:

Rick Tanksley

Village Manager's Office Review: LKS

Agenda Item Title:

A Resolution Approving a Reciprocal Reporting Intergovernmental Agreement Between the Village of Oak Park and the Board of Education of Oak Park School District No. 97 and Authorizing its Execution.

Synopsis:

Oak Park School District No. 97 ("District 97") and the Police Department have mutually determined that it would be in the best interest of the safety and welfare of students and employees of the District to have a reciprocal reporting system between District 97 and the Village regarding criminal offenses committed by students enrolled in District 97.

Agreements of this nature are 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.

Section 10-20.14 of *The School Code* (105 ILCS 5/10-20.14) provides that District 97's parent-teacher advisory committee develop, along with the School Board, policy guideline procedures to establish and maintain a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students.

Recommendation:

Accept the agreement

Fiscal Impact:

No financial impact

Background:

A Reciprocal Reporting Intergovernmental Agreement between the Village and District 97 has been in effect since 1999. Amendments to the School Code and the Juvenile Court Act contained in Public Act 97-1104 became effective January 1, 2013. These amendments attempt to increase sharing of some student information between law enforcement and school officials pursuant to reciprocal reporting agreements. Given the new changes in the law, District 97 and the Village have reviewed and revised the Reciprocal Reporting Intergovernmental Agreement to ensure compliance with the recent amendments.

The new law has expanded the types of offenses committed by students that can be reported pursuant to a reciprocal agreement. The reportable offenses include not only drug infractions, violent crimes, and unlawful use of weapons, but also violations of the Harassing and Obscene Communications Act, violations of the Hazing Act and certain provisions of the Criminal Code. District 97's Board of Education approved the revised Agreement at its February 25, 2014 meeting.

Alternatives:

None

Previous Board Action:

Agreement accepted

Citizen Advisory Commission Action:

DNA

Anticipated Future Actions/Commitments:

None

Intergovernmental Cooperation Opportunities:

Continues to build upon the cooperative relationship between the Village and District 97 as it relates to student and teacher safety.

Performance Management (MAP) Alignment:

Governance Priority #1 – Law Enforcement. Vision #1: To consistently improve organizational efficiency and effectiveness, and remain sensitive to community needs.

Governance Priority #3 – Maintain Peace and Order. Vision #2: Continue to address and respond to community perceptions of safety.

Attachments:

Resolution

Reciprocal Reporting Intergovernmental Agreement

RESOLUTION

A RESOLUTION APPROVING A RECIPROCAL REPORTING INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF OAK PARK AND THE BOARD OF EDUCATION OF OAK PARK SCHOOL DISTRICT NO. 97 AND AUTHORIZING ITS EXECUTION

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, provide for the execution of agreements and implementation of cooperative ventures between public agencies within the State of Illinois; and

WHEREAS, the Village of Oak Park ("Village") and the Board of Education of Oak Park School District No. 97 ("District") are public agencies as that term is defined in the *Intergovernmental Cooperation Act*, 5 ILCS 220/2; and

WHEREAS, the Village and the District recognize the need to foster cooperation and improve the flow of information between educators and law enforcement authorities regarding criminal offenses committed by minor students in order to provide the safe, healthy and violence-free school environment in which children thrive and learn; and

WHEREAS, educators and law enforcement recognize the need to share information regarding certain criminal offenses committed by minor students in and out of school, so that they may work together in an efficient manner as possible to prevent, eliminate and discourage acts of crime, violence and intimidation; and

WHEREAS, the District and the Oak Park Police Department, as a local law enforcement agency, are authorized to share information regarding criminal offenses committed by students enrolled in the District, pursuant to Section 10-20.14(b) of the *Illinois School Code*, 105 ILCS 5/10-20.14(b), and Section 5-905(1)(h) of the *Juvenile Court Act of 1987*, 705 ILCS 405/5-905(1)(h), for the purpose of maintaining safety in the schools and community; and

WHEREAS, Section 10-20.14 of the *Illinois School Code*, 105 ILCS 5/10-20.14, mandates that a school district parent-teacher advisory committee be established and maintained to develop, with the school district's board of education, policy guidelines on pupil discipline and policy guideline procedures to establish and maintain a reciprocal reporting system between the school district and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, the District will establish said parent-teacher advisory committee to develop such policy guidelines and policy guideline procedures to establish and maintain such a reciprocal reporting system; and

WHEREAS, the Village and the District recognize the need for educators and law enforcement officials to have access to information regarding activities of minor students in and out of school, so that they may work together in as efficient a manner as possible to prevent, eliminate and discourage acts of crime, violence and intimidation; and

WHEREAS, the Village and the District desire to establish and maintain a reciprocal reporting system regarding criminal offenses committed by students, as authorized by Section 10-20.14(b) of the *Illinois School Code*, 105 ILCS 5/10-20.14(b).

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

Section 1. Recitals Incorporated. The above recitals are incorporated into this Resolution and shall have the same force and effect as though fully set forth herein.

Section 2. Approval of Reciprocal Reporting Intergovernmental Agreement. The Reciprocal Reporting Intergovernmental Agreement, attached hereto and incorporated by reference, is hereby approved in substantially the form attached.

Section 3. Authorization to Execute Reciprocal Reporting Intergovernmental Agreement. The Village Manager is directed to execute the Reciprocal Reporting Intergovernmental Agreement on behalf of the Village in substantially the form attached and any and all other documents as may be necessary to effectuate the purposes of the Agreement.

Section 4. Effective Date. This Resolution shall take effect from and after its adoption and approval.

ADOPTED this 17th day of March, 2014 pursuant to a roll call vote as follows:

| Voting | Aye | Nay | Abstain | Absent |
|---------------------|-----|-----|---------|--------|
| President Abu-Taleb | | | | |
| Trustee Barber | | | | |
| Trustee Brewer | | | | |
| - vacant - | | | | |
| Trustee Lueck | | | | |
| Trustee Salzman | | | | |
| Trustee Tucker | | | | |

APPROVED this 17th day of March, 2014.

Anan Abu-Taleb, Village President

ATTEST:

Teresa Powell, Village Clerk

INTERGOVERNMENTAL AGREEMENT
RECIPROCAL REPORTING OF CRIMINAL OFFENSES
COMMITTED BY STUDENTS

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is by and between the BOARD OF EDUCATION OF OAK PARK SCHOOL DISTRICT NO. 97, COOK COUNTY, ILLINOIS ("School District" or "District") and the VILLAGE OF OAK PARK ("Village").

WITNESSETH:

WHEREAS, the Village's Police Department ("Department") has responsibility for law enforcement within the boundaries of the School District; 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 Village 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) provides that the School District's parent-teacher advisory committee develop, along with the School Board, policy guideline procedures to establish and maintain a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students.

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

1. RECITALS INCORPORATED

The above recitals are incorporated herein as though fully set forth herein.

2. 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 criminal offenses committed by students. 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 criminal offenses committed by students.

3. 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 School District liaison may notify the Department liaison, subject to any limitations imposed by law.
- B.** Whenever the Department receives information that a student may have committed a criminal offense, as limited by Sections 3.E through 3.H of this Agreement, if applicable, the Department liaison may notify the School District liaison. In addition, the Department shall notify the School District liaison if the Department or an officer of the Department 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.** Information reported pursuant to this Agreement shall include information pertaining to activity or suspected activity which would jeopardize the safe, orderly and violence-free environment of a school, including any criminal or gang-related activity.
- D.** Upon request of the School District, the Department may provide access to the criminal records of students, subject to the limitations in Sections 3.E through 3.H of this Agreement, if applicable.
- E.** 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 17th birthday, for purposes of inspection 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 street-gang members) of the Criminal Code of 1961 or the Criminal Code of 2012.

- F. 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 whom the school 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. 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.
- G. Except as provided in Sections 3.E and 3.J of this Agreement, 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 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 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.
- H. The limitations of this Section 3 shall be expanded or further restricted in accordance with any subsequent amendments to the *Juvenile Court Act of 1987* (705 ILCS 405/1-1 *et seq.*) including, but not limited to, the amendment to Section 1-7 of the *Juvenile Court Act of 1987* (705 ILCS 405/1-7), scheduled to take effect on January 1, 2014 pursuant to Public Act 98-61, which amends the age of a minor for law enforcement records purposes to before his or her 18th

birthday, or other laws.

- I. 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, may 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.
- J. Notwithstanding the restrictions in Section 3.G above and the permissive language in Section 3.D. 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 School District liaison, as designee for the School District's principals, whenever a child enrolled therein is detained for proceedings under the *Juvenile Court Act of 1987*, 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 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.
- K. Information disclosed to the School District by the Department shall be in addition to any information provided to the School District by or through the State's Attorney pursuant to Section 5-901 of the *Juvenile Court Act of 1987* (705 ILCS 405/5-901) regarding adjudications of delinquency.
- L. If a minor under the age of 17 is a victim of aggravated battery, battery, attempted first degree murder, or other non-sexual violent offense, the identity of the victim may be disclosed by the Department to the District for the purpose of preventing foreseeable future violence involving the minor, subject to approval by the presiding judge of the juvenile court, pursuant to Section 5-905(2.5) of the *Juvenile Court Act of 1987*, 705 ILCS 405/5-905(2.5).
- M. Consistent with Section 10/2(d) of the *Illinois School Student Records Act* (105 ILCS 5/2(d)), reports of Department officers working in a school shall be deemed the reports of a law enforcement professional and shall not be considered a student record. For purposes of the *Family Educational Rights and Privacy Act*, 20 U.S.C. 1232g, Department officers designated to work with the District shall be considered a law enforcement unit of the school such that the records created by such Police officials for the purpose of law enforcement shall not be considered educational records.

4. **CONFIDENTIALITY**

Any and all information received by the School District as a result of this Agreement shall be kept confidential by the School District in accordance with applicable law. In accordance with the *Illinois School Student Records Act* and the regulations implementing the federal *Family Educational Rights and Privacy Act* (34 C.F.R. 99), any and all information received by the Department as a result of this Agreement and contained in a student record shall not be disclosed to another party, except as provided under Illinois law, without the prior written consent of the parent of the student.

5. **TERM**

The parties to this Agreement understand and agree that this Agreement shall commence the day and year which the Agreement is last signed by a party. This Agreement shall remain in effect from year-to-year thereafter, as may be modified pursuant to Section 7 of this Agreement, until terminated by written notice of either party.

6. **NOTIFICATION**

- A. Any and all notices required hereunder to be sent to the School District shall be served in writing by the United States certified mail, postage prepaid, return receipt requested, at the following address:

Director of Administrative Services
Oak Park Public Schools
970 Madison
Oak Park, Illinois 60302

or by personal delivery of any such notice delivered to an employee of the School District at its District administration office during the regular business hours of said office.

Any and all notices required to be sent to the Village or the Department shall be served in writing by the United States certified mail, postage prepaid, return receipt requested, at the following address:

Chief of Police
Oak Park Police Department
123 Madison St.
Oak Park, IL 60302

or by personal delivery of any such notice delivered to an employee of the Department at its administration office during the regular business hours of said office.

7. **MODIFICATION**

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

8. **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.

9. **TERMINATION OF AGREEMENT**

A 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.

10. **ENTIRE AGREEMENT**

This Agreement sets forth all the covenants, conditions and promises between the parties related to the subject matter hereof. There are no further covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement, relating to said subject matter. Notwithstanding the foregoing, the parties' October 18, 1999, Intergovernmental Agreement Providing for a School Resource Officer and the Development of Guidelines for Reciprocal Reporting remains in full force and effect.

11. **NON-LIABILITY**

The Department and the District shall each utilize their best efforts to provide the information to be reported under this Agreement, but in no event shall the Village or the District be liable to each other for failure to provide such information or for providing too much information to each other, whether through inadvertence or otherwise.

12. **INDEMNIFICATION**

The Village and the District each agree to indemnify and hold harmless the other party, its board members, directors, officers, officials, employees and agents, for any injury, liability, cost, expense, claim, demand, judgment or reasonable attorneys' fees arising from any allegations by third parties concerning the indemnifying Party's improper release or use of records, reports, or other documents or information sent or received pursuant to this Agreement.

13. **NO THIRD PARTY BENEFICIARIES**

This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to

acknowledge, establish or impose any legal duty to any third party.

14. BINDING AUTHORITY

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

15. EFFECTIVE DATE

The effective date of this Agreement as shown above shall be the last date that it is executed by a party to this Agreement as reflected below.


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

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

**BOARD OF EDUCATION
OAK PARK SCHOOL DISTRICT NO. 97
COOK COUNTY, ILLINOIS**

By: 
Its President

Date: 2/25/2014

Attest: 
Secretary

Date: 2/25/2014

VILLAGE OF OAK PARK

By: _____
Cara Pavlicek, Village Manager

Date: _____

Attest: _____
Teresa Powell, Village Clerk

Date: _____