

**RESOLUTION 2019-010**

**A RESOLUTION AUTHORIZING THE VILLAGE TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH COMMUNITY HIGH SCHOOL DISTRICT 128 FOR THE PURPOSE OF A RECIPROCAL REPORTING SYSTEM AGREEMENT**

**WHEREAS**, the Illinois School Code, 105 ILCS 5/10-20.14, requires the school district created parent – teacher advisory committee, in cooperation with local law enforcement agencies, to work with the board of education to develop “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**, under the Illinois School Student Records Act, 105 ILCS 10/6, school student records are considered confidential and no school student records or information therein may be released, transferred or disclosed except as permitted by the Student Records Act; and

**WHEREAS**, under the Juvenile Court Act of 1987, 705 ILCS 405/1-7 law enforcement records are considered confidential and the inspection and copying of such records that relate to a minor who has been arrested or taken into custody before his or her 18<sup>th</sup> birthday are restricted to those exceptions in the Juvenile Court Act; and

**WHEREAS**, the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), and the General Education Provisions Act, 20 U.S.C. 1233g, authorize school districts to release student records and information to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information will not be disclosed to any other party except as provided under law or order of court; and

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/11-5-9, authorizes school districts to disclose education records relating to attendance to any municipality that enforces, prosecutes, or adjudicates municipal ordinances that regulate truants or otherwise works with school districts to address truancy problems if the school district determines that such “disclosure will enhance the juvenile justice system’s ability to effectively serve, prior to adjudication, the student whose records are released” and receives written certification from the municipality that such information will not be disclosed to any party other than the parent or custodian of the student except as otherwise provided under law or order of court; and

**WHEREAS**, the Juvenile Court Act, 705 ILCS 405/1-7(A)(8) and 405/5-905, authorizes law enforcement agencies to allow appropriate school officials to inspect and copy law enforcement records under a reciprocal reporting system for certain offenses; and

**WHEREAS**, the Board of Education of Community High School District 128 (hereinafter “School District”) and the Village of Vernon Hills (hereinafter “Village”) agree that enhanced communication between these entities under reciprocal reporting agreement would promote the safety and well-being of students and community residents; and

**WHEREAS**, the School District and the Village are authorized to enter into intergovernmental agreements pursuant to the Illinois Constitution, art. VII 10(a) et seq., and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.;

**NOW, THEREFORE, BE IT RESOLVED** by the Village President and Board of Trustees of the Village of Vernon Hills, Lake County, Illinois:

The School District and the Village acknowledge that the purpose of this Agreement is to establish a reciprocal reporting agreement between the School District and the Police Department of the Village of Vernon Hills, regarding criminal offenses committed by students and instances of truancy.

Dated this 19<sup>th</sup> day of March, 2019.

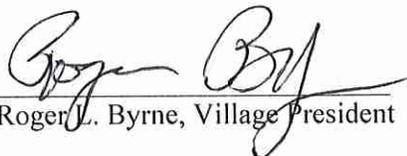
Adopted by roll call vote as follows:

AYES: 6 – Brown, Schultz, Marquardt, Koch, Oppenheim, Takaoka

NAYS: 0 – None

ABSENT AND NOT VOTING: 1 - Byrne

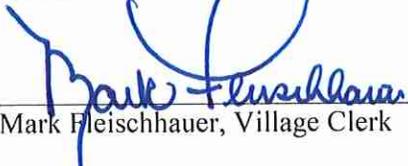
Motion carried.

  
Roger L. Byrne, Village President

PASSED: 03/19/2019

APPROVED: 03/19/2019

ATTEST: 03/19/2019

  
Mark Fleischhauer, Village Clerk

**RECIPROCAL REPORTING SYSTEM AGREEMENT  
BETWEEN THE VILLAGE OF VERNON HILLS POLICE DEPARTMENT  
AND THE  
BOARD OF EDUCATION  
COMMUNITY HIGH SCHOOL DISTRICT 128,  
LAKE COUNTY, ILLINOIS**

**WHEREAS**, the Illinois School Code, 105 ILCS 5/10-20.14, requires the school district created parent – teacher advisory committee, in cooperation with local law enforcement agencies, to work with the board of education to develop “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**, under the Illinois School Student Records Act, 105 ILCS 10/6, school student records are considered confidential and no school student records or information therein may be released, transferred or disclosed except as permitted by the Student Records Act; and

**WHEREAS**, under the Juvenile Court Act of 1987, 705 ILCS 405/1-7 law enforcement records are considered confidential and the inspection and copying of such records that relate to a minor who has been arrested or taken into custody before his or her 18<sup>th</sup> birthday are restricted to those exceptions in the Juvenile Court Act; and

**WHEREAS**, the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), and the General Education Provisions Act, 20 U.S.C. 1233g, authorize school districts to release student records and information to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information will not be disclosed to any other party except as provided under law or order of court; and

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/11-5-9, authorizes school districts to disclose education records relating to attendance to any municipality that enforces, prosecutes, of adjudicates municipal ordinances that regulate truants or otherwise works with school districts to address truancy problems if the school district determines that such “disclosure will enhance the juvenile justice system’s ability to effectively serve, prior to adjudication, the student whose records are released” and receives written certification from the municipality that such information will not be disclosed to any party other than the parent or custodian of the student except as otherwise provided under law or order of court; and

**WHEREAS**, the Juvenile Court Act, 705 ILCS 405/1-7(A)(8) and 405/5-905, authorizes law enforcement agencies to allow appropriate school officials to inspect and copy law enforcement records under a reciprocal reporting system for certain offenses; and

**WHEREAS**, the Board of Education of Community High School District 128 (hereinafter "School District") and the Village of Vernon Hills (hereinafter "Village") agree that enhanced communication between these entities under reciprocal reporting agreement would promote the safety and well-being of students and community residents; and

**WHEREAS**, the School District and the Village are authorized to enter into intergovernmental agreements pursuant to the Illinois Constitution, art. VII 10(a) et seq., and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.;

**NOW THEREFORE**, the School District and the Village hereby agree as follows:

### **POLICY REGARDING COOPERATION**

The School District and the Village acknowledge that the purpose of this Agreement is to establish a reciprocal reporting agreement between the School District and the Police Department of the Village of Vernon Hills (hereinafter "Police Department"), regarding criminal offenses committed by students and instances of truancy.

### **PROCEDURE REGARDING THE RECIPROCAL REPORTING SYSTEM**

#### **1. INFORMATION SHARING.**

The Superintendent of Schools (the "Superintendent") and Police Department's Chief of Police (the "Police Chief"), or their representatives, will arrange meetings, as needed, between school officials and individuals representing the two governmental units to share information allowed to be shared under the terms of this Agreement and the applicable law. The following additional people may be invited to these meeting: Teachers of the Students in question, State's Attorney, Juvenile Probation Officer.

#### **2. DESIGNATED REPRESENTATIVES.**

A) Within fourteen (14) days after the execution of this agreement, the Superintendent shall provide the Police Chief with a list of administrators, identified by name and title, to be contacted, as needed, containing regular and emergency telephone numbers, and identifying the particular types of problems for which particular administrators are to be contacted. The administrators identified in the list shall be considered the "Appropriate School Official" for purposes of subsection 1-7(A)(8) of the Juvenile Court Act of 1987. The Police Department shall be under no obligation to provide information as discussed herein, but to the individuals named by the Superintendent as appropriate school officials.

B) Within fourteen (14) days after the execution of this agreement, the Police Chief shall provide the Superintendent with a primary contact and at least two back up contacts who shall be considered the "Department Representative".

### 3. SCHOOL DISTRICT TO REPORT STUDENT CRIMINAL ACTIVITY.

The School District, acting through the Superintendent, Principals, or designees, may report alleged or suspected criminal acts of students which occurred on school grounds, off school grounds at a school sponsored activity, or against school personnel to the Department Representative, subject to any limitations imposed by law. To the extent such information constitutes school student record information, the School District will follow the procedures set forth in Section 5 below, and as otherwise required by law. Such criminal activity is intended to include, by is not limited to the following:

- (a) Fights or violent activity which might reasonably carry over into the community;
- (b) Abuse, neglect, lock-out and runaway situations; and
- (c) Other activities involving students which threaten the safety of students or community members off campus.

### 4. SCHOOL DISTRICT DUTY TO REPORT STUDENT CRIMINAL ACTIVITY.

The Superintendent and/or School Principal(s), or their designees, must report certain incidents involving firearms, drugs, forcible felonies and attacks on school personnel, as set out below. When a report may be required of both the Superintendent and Principal, a single report from one or the other shall meet the duty to report.

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

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

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

(iii) **Forcible Felony.** Any forcible felony as defined in Section 2-8 of the Criminal Code 720 ILCS 5/2-8

**B) School Principal.** The School Principal (or his/her designee) is to report the following to the Police Department.

(i) **Firearms.** Upon receiving a report from any school staff that they observed any person in possession of a firearm on school grounds, an immediate report of the incident must be made. Once the situation is deemed safe by the Police Department, if the person in possession of a firearm on school grounds is a student, the principal or his/her designee shall also immediately notify the student's parent or guardian. See 105 ILCS 5/10-27.1A, as amended.

(ii) **Attacks on School Personnel.** Immediately upon receipt of a written complaint from any school personnel, all incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel, See 105 ILCS 5/10-21.7, as amended.

(iii) **Cannabis, Illegal Drugs or Controlled Substances on or near School Grounds.** Immediately upon receipt of any report of any violation of the Cannabis Control Act or the Methamphetamine Control and Community Protection Act or the Illinois Controlled Substances Act in a school, on school property, or within 1,000 feet of the school, or on any transportation used, owned or leased by the School District to transport students. See 105 ILCS 127/1, as amended.

(iv) **Forcible Felony.** Immediately upon receipt of any information regarding the commission of a forcible felony, as defined by the Illinois Criminal Code. See 720 ILCS 5/2-8

(v) **Gang Activity.** Immediately upon receipt of any report of suspected gang activity.

## **5. SCHOOL DISTRICT RELEASE OF SCHOOL STUDENT RECORDS AND RECORD INFORMATION TO POLICE DEPARTMENT.**

A) School officials shall follow state and federal laws regarding school student records, which are considered confidential, and no school student records or information therein may be released, transferred or disclosed except with parental consent or as otherwise permitted by the Illinois School Student Records Act, 105 ILCS 10/1 et seq., as amended. The following exceptions permit the release of student records and information to the Police Department without parental consent:

(i) **Adjudication of Student by Juvenile Court.** School districts can release student records and information to the Police Department, upon request of the Police, when necessary for the discharge of their official police duties, prior to adjudication of the student and upon written certification from the Police Department that the information or records disclosed by the school, will not be disclosed to any other party, except as provided by law or order of court. 105 ILCS 10/6, as amended.

(ii) **Emergency Release of Information.** Records and information may be released to the Police Department if such information is needed by the Police Department to protect health or safety of the student or other persons, provided that the parents are notified as soon as possible of the information released, the date of release, the fact that the information was shared with the Police Department, and the purpose of the release. The factors to be considered in determining whether an emergency exists requiring the release of student information.

(1) **Degree of Threat.** Seriousness of threat to health/safety of students or others;

(2) **Need.** Need for records to meet the emergency.

(3) **Police Involvement.** Whether the Police Department is in a position to deal with the emergency; and

(4) **Urgency.** Extent to which time is of the essence in dealing with the emergency. 105 ILCS 10/6, amended; 23 IL. Admin. Code Sec. 376.60

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

## 6. **POLICE DEPARTMENT TO SHARE LAW ENFORCEMENT DATA WITH SCHOOL DISTRICT.**

A) The Police Department will comply with applicable state and federal law in implementing these procedures. In furtherance of the information-sharing hereunder, the Department Representative may release information regarding students under the age of 18 as follows:

i) To the appropriate school official only if the Police 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. Any information provided in this paragraph shall consist of oral information only, and not written law enforcement records. The oral information 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.

ii) Inspection and copying shall be limited to law enforcement records transmitted to the appropriate school officials whom the Superintendent has determined to have a legitimate educational or safety interest by local law enforcement agency. Law enforcement records subject to inspection and copying under this paragraph shall be limited to minors taken into custody for any of the following offenses:

- (1) any violation of article 24 of the Criminal Code of 1961 or Criminal Code of 2012;
- (2) a violation of the Illinois Controlled Substances Act;
- (3) a violation of the Cannabis Control Act;
- (4) a forcible felony as defined in section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012;
- (5) a violation of the Methamphetamine Control and Community Protection Act;
- (6) a violation of section 1-2 of the Harassing and Obscene Communication Act;
- (7) a violation of the Hazing Act; or
- (8) 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.

B) The information derived from the Police Department or law enforcement records, be the information oral or written, 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.

C) The Police Department may release to the appropriate school authority law enforcement records, including any local ordinance citations, issued to students over the age of 18 at the time of the offense, without the limitations imposed under this Section 6.

## **7. SCHOOL DISTRICT MAY DISCLOSE EDUCATION RECORDS RELATED TO ATTENDANCE.**

In the event that the Village enforces, prosecutes or adjudicates any municipal ordinance that regulates truants within its jurisdiction or is otherwise working with the School District to address truancy problems, the Superintendent or School Principal, or their designee(s), may disclose education records relating to attendance to the Police Department if the following conditions are satisfied: (1) the School District determines that the disclosure of such attendance information “will enhance the juvenile justice system’s ability to effectively serve, prior to adjudication, the student whose records are released; and (2) the Village certifies in writing to the School District that the disclosed attendance records will not be disclosed to any other individual or entity without prior written consent of the parent or custodian of the student, except as otherwise provided by State law.”

## **8. POLICE DEPARTMENT DUTY TO REPORT DETENTIONS OF MINORS TO THE SCHOOL DISTRICT.**

The Police Department shall report to the principal of the school the child attends whenever a child enrolled the school is detained, as defined in the Juvenile Court Act of 1987 for 1) proceedings under the Juvenile Court Act of 1987, as heretofore and hereafter amended, 2) for any criminal offense, including illegal gang activity, or 3) any violation of a municipal or county ordinance. The report shall not include actual law enforcement records, unless the Police Department is authorized to provide them. The report shall only 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 of the school the child attends of developments and the disposition of the matter.

## **9. COOPERATION BETWEEN SCHOOL DISTRICT AND POLICE DEPARTMENT.**

Nothing in this policy and procedure is intended to limit or restrict the duty and authority of the School District to request police services for disturbances or other emergencies occurring in or around any of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in School District and law enforcement investigations, including but not limited to providing witness statements and testimony in juvenile or criminal adjudications, or in school discipline proceedings.

## **10. OTHER TERMS**

A) **Term and Renewal.** This agreement shall immediately take effect on the date of its execution and shall be in full force and effect until one of the parties terminated the agreement as set forth below.

B) **Termination.** This agreement may be terminated at any time upon (30) days advance written notice by either party.

C) **Amendments and Modifications.** This agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by authorized representatives of the parties.

D) **Information.** Information may be communicated verbally among the designees at any time deemed necessary by the designees.

E) **Savings Clause.** If any provision of this agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this agreement shall remain in full force and effect.

F) **Entire Agreement.** This agreement sets forth all the covenants, conditions and promises between the parties. There are not covenants, promises, agreements conditions or understandings between the parties, either oral or written, other than those contained in this agreement.

G) **Governing Law.** This agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Terms as used in this document, which are not defined herein, shall be defined under the Juvenile Court Act of 1987.

H) **Indemnification.** Each party to this agreement agrees to indemnify, defend and hold harmless the other party, its directors, officers, employees and agents, for any injury, liability, cost, expense, claim demand, judgment or attorney's fees arising out of the disclosure and/or provision of law enforcement records or criminal activity information by the party disclosing and/or providing such law enforcement records or criminal activity information not in accordance with applicable law. Nothing contained herein shall be construed as prohibiting Police Officials and the School District, their commissioners, officers, agents or their employees, from defending through the selection and use of their own agents, attorneys, and experts, and claims, actions or suits brought against them.

I) **Non-Liability.** Police officials and the School District shall each utilize their best efforts to provide the information to the reported under this agreement, but in no event shall either party be liable for the failure to provide such information, whether through inadvertence or otherwise.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

**VILLAGE OF VERNON HILLS**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMUNITY HIGH SCHOOL DISTRICT 128**

By: \_\_\_\_\_  
Board President

Attest: \_\_\_\_\_

Date: \_\_\_\_\_