

110604

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

District: All

- Resolution or Ordinance (Blue)
- Recommendations of Boards, Commissions & Committees (Green)
- Other Business (Pink)

TO : PRESIDENT AND BOARD OF TRUSTEES

FROM: David A. Hulseberg, Village Manager *dah*

DATE : September 26, 2011 **B of T:** October 6, 2011

SUBJECT: A Resolution authorizing the Village President and Village Clerk to sign an intergovernmental agreement with Glenbard Township High School District 87 providing for a school liaison officer and reciprocal reporting agreement.

SUBMITTED BY: Raymond J. Byrne, Chief of Police

BACKGROUND/POLICY IMPLICATIONS:

This resolution would authorize the Village President and Village Clerk to sign an intergovernmental agreement with Glenbard Township High School District 87. The agreement defines the position and duties of the school liaison officer assigned to Glenbard East High School, as well as a mechanism for establishing compensation to the Village for the provision of the officer. It also authorizes a reciprocal reporting agreement as allowed under Illinois law.

Fiscal Impact/Funding Source:

Review (as necessary):

Finance Director	_____	Date	_____
Village Manager	<i>David A. Hulseberg</i>	Date	<u>9/26/11</u>

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda distribution.



LOMBARD POLICE DEPARTMENT



Date: September 26, 2011

To: David A. Hulseberg, AICP, ICMA-CM
Village Manager

From: Raymond J. Byrne - Chief of Police

Re: **Intergovernmental Agreement with Glenbard Township High School District
87**

Glenbard High School District 87 has asked that the Village of Lombard enter into an intergovernmental agreement with them. District 87 is seeking to enter into similar agreements with all governmental agencies where their four respective high schools are located. If the Village Board should approve this agreement, they will have three of the four schools covered by the same agreement.

The agreement largely formalizes the relationship we currently have with the District and Glenbard East High School. As you know, we currently assign a full-time detective to serve as a liaison officer at Glenbard East. This is a valuable relationship for both the police department and the high school. District 87 does reimburse the Village on a pro-rated basis for the services of the officer. The agreement provides a general description of the liaison officer's job duties and the services he or she provides. It also provides a framework for the Village Manager and the District Superintendent to agree on compensation for the position.

The final component of the Agreement is to formalize the reciprocal reporting of information between the police department and the District as it relates to criminal offenses. We have worked with the District on mutually agreeable language for the entire agreement. It has been reviewed and approved by the District's attorneys and Village legal counsel. This part of the Agreement largely formalizes the practice that is currently in place and is authorized under Illinois law.

I would respectfully ask that you place this matter on the Village Board's agenda for October 6, 2011. If you should have any questions, or would like additional information, please do not hesitate to contact me.

R _____ 11 RESOLUTION

A RESOLUTION AUTHORIZING THE VILLAGE PRESIDENT TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87 FOR THE PROVISION OF POLICE SERVICES AT GLENBARD EAST HIGH SCHOOL AND A RECIPROCAL REPORTING AGREEMENT

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Intergovernmental Agreement; and,

WHEREAS, the Agreement would allow the Lombard Police Department and Glenbard High School District No. 87 to work in an atmosphere of mutual cooperation; and,

WHEREAS, the Agreement serves to establish the roles and the responsibilities of the Village of Lombard and the Glenbard High School District No. 87 in providing police liaison services at Glenbard East High School; and,

WHEREAS, the Agreement establishes protocols for the reciprocal reporting of criminal activity as allowed under Illinois law; and,

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President is hereby authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this _____ day of _____, 2011.

Ayes: _____

Nays: _____

Absent: _____

Resolution No. _____
Page 2

Approved this _____ day of _____, 2011.

William J. Mueller
Village President

ATTEST:

Brigitte O'Brien
Village Clerk

APPROVAL AS TO FORM:

Thomas P. Bayer, Village Attorney

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE VILLAGE OF LOMBARD AND
GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87
PROVIDING FOR A SCHOOL LIAISON OFFICER
AND AUTHORIZING THE DEVELOPMENT OF
GUIDELINES FOR RECIPROCAL REPORTING**

THIS AGREEMENT between the VILLAGE OF LOMBARD, DuPage County, Illinois, a Municipal Corporation in the State of Illinois (“Village”) and the BOARD OF EDUCATION OF GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87, DuPage County, Illinois, an Illinois Public School District (“School District”), is established and maintained under the authority of 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 in compliance with Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, as currently drafted and hereafter amended.

WITNESSETH:

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 School District desires to have a School Liaison Officer detailed to one of its schools on a contractual basis; and

WHEREAS, the Village is willing to provide such an officer in exchange for the payment specified in this Agreement; and

WHEREAS, the School District and the Village are interested in promoting the safety and security of the staff, students and school premises in the School District; and

WHEREAS, Section 5/10-20.14 of the Illinois School Code (105 ILCS 5/10-20.14) authorizes a school district, through a parent-teacher advisory committee, in cooperation with local law enforcement agencies, to develop, 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; and

WHEREAS, the School District and the Village recognize the need for educators and law enforcement officials to share information within the bounds of confidentiality requirements applicable to police officers and school officials 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 School District and the Village recognize that the flow of information between them is essential to providing a safe, healthy and violence-free school environment to which all children are entitled, and which all children need in order to thrive and learn; and

WHEREAS, the School District and the Village wish to establish and maintain a reciprocal reporting system regarding criminal and other offenses committed by students, as authorized by the Illinois School Code.

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is hereby agreed by and between the School District and the Village as follows:

1. School Liaison Officer.
 - a. The School Liaison Officer Program is designed to facilitate a positive, collaborative relationship between local law enforcement agencies, school personnel, students, and the school community at large. The Program shall direct increased and focused attention to the prevention of juvenile crime through the positive, proactive involvement of law enforcement personnel, specially trained to work with high school students, in the school setting. The Program shall also provide assistance to students and school personnel in regard to prevention of substance abuse, gang activity, violence, and other forms of socially unacceptable behavior that threaten a positive educational environment.
 - b. The Village shall provide a School Liaison Officer to satisfy the Responsibilities, Expectations and Position Duties set forth in the School Liaison Officer Job Description, attached as Exhibit A hereto.
 - c. The School District's Superintendent and the Village Administrator or Chief of Police are hereby authorized and directed to negotiate the terms for the placement of the School Liaison Officer. The first set of Terms may be adopted by the School District's Superintendent and the Village Administrator in substantially the same form as the Terms attached as Exhibit B hereto.
 - d. The School District's Superintendent and the Village Administrator or Chief of Police are hereby authorized to periodically modify, amend or extend the Terms in writing by mutual agreement of both parties so long as it does not change the school designation/placement, reduce the hours of the School Liaison Officer or increase the cost to the School District more than five percent (5%) per year.
 - e. The School Liaison Officer shall endeavor to adhere to and comply with the School District's Guidelines for Interviews of Students by Law Enforcement, attached as Exhibit C hereto and as may be amended from time to time by the District.

- f. The School Liaison Officer at all times shall be an employee of the Village and not of the School District, and the School District shall not have any obligation to provide employee benefits or workers' compensation payments of any kind.
- g. The Village, at its sole cost and expense, shall keep in full force and effect at all times during the term of this Agreement general public liability insurance, including contractual liability coverages, workers' compensation insurance and such other types of insurance in such amounts and with such companies or self-insurance pools as are reasonably acceptable to the School District against claims for injuries to persons or damages to property that might arise under this Agreement.
- h. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party, its governing Board and its members, employees, volunteers, and agents, and their successors and assigns, in their individual and official capacities (collectively the "Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by any of the Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of any activity of the other Party, or any act or omission of the Party or of any employee, agent, contractor, volunteer, or invitee of the Party (collectively the "Indemnitors"), but only to the extent caused in whole or in part by any wrongful or negligent act or omission of the Indemnitors.

2. Reciprocal Reporting Guidelines.

- a. The School District's Superintendent and the Village Administrator are hereby authorized and directed to prepare and implement guidelines for reciprocal reporting under the School Code and as otherwise appropriate for the benefit and safety of the School District's students and staff and the local community (the "Guidelines").
- b. The first set of Guidelines may be adopted by the School District's Superintendent and the Village Administrator in substantially the same form as the Guidelines attached as Exhibit D hereto.
- c. The School District's Superintendent and the Village Administrator, or their designees, will meet to facilitate and review implementation of the Guidelines as often as necessary.
- d. The School District's Superintendent and the Village Administrator are hereby authorized to periodically modify or amend the Guidelines in

writing to reflect changes in the law or to better meet the needs of the parties.

3. General Terms.

- a. Preambles and Exhibits. The preambles and Exhibits to this Agreement are hereby incorporated as if set forth fully herein.
- b. Term and Termination. This Agreement shall commence on its Effective Date and shall continue in full force and effect until it is terminated. Either party may terminate this Agreement at any time by providing the other party at least thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by written mutual consent and agreement.
- c. Relationship of the Parties. Nothing in this Agreement shall be construed to consider any party or its respective employees or agents as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the Village and the School District. No party shall become bound, with respect to third parties, by any representation, act or omission of the other party. This Agreement is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- d. Entire Agreement. This Agreement sets forth all the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supercedes all previous communications or understandings whether oral or written. This Agreement may not be amended except by means of a written document signed by authorized representatives of both of the parties.
- e. Provisions Severable. In the event any provision of this Agreement or the application of any such provision to any state of facts shall be declared to be illegal, unenforceable or contrary to the public policy, then such provision or application, as the case may be, shall be null and void, but this Agreement, with such provision severed, shall continue in full force and effect as to all other provisions.
- f. No Assignment and Successors. No party may assign any rights or duties under this Agreement without the prior express written consent of the other party. This Agreement shall be binding upon the successors of the parties' respective governing boards.
- g. Compliance with All Laws. The Village and the School District shall at all times observe and comply with the laws, ordinances, regulations and

codes of the Federal, State, County and other local governmental agencies which may in any manner affect the performance of this Agreement.

- h. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.
- i. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same Agreement.
- j. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties signs as set forth below the signature of their duly authorized representatives.

VILLAGE OF LOMBARD,

THE BOARD OF EDUCATION OF
GLENBARD TOWNSHIP
HIGH SCHOOL DISTRICT NO. 87,

By: _____
Village President

By: _____
President, Board of Education

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Village Clerk

By: _____
Secretary, Board of Education

EXHIBIT A

GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT 87 School Liaison Officer Job Description

Responsibilities and Expectations

The School Liaison Officer is the law enforcement officer based in the District's school buildings and is responsible for:

1. Fostering positive relationships with students in an effort to promote greater respect for law enforcement.
2. Functioning as a law enforcement resource in a cooperative relationship with school administrators, counselors, special services personnel and faculty.
3. Contributing to the educational environment by participating in preventative programs that focus on deterring youth involvement in criminal acts, including alcohol and drug use, theft, violence, criminal gang involvement and activity, and other forms of socially unacceptable behavior.
4. Assisting school officials in achieving a more effective response to student and non-student criminal offenses.
5. Serving as a law enforcement resource for students, their families, school staff and community members.
6. Acting as the local police department's consultant to the school in the matters of law enforcement related to juveniles and adults and facilitating open communication between the local police departments, other law enforcement agencies and school officials.

Position Duties

The School Liaison Officer shall:

1. Assist school staff in addressing infractions of all local, state and federal laws.
2. Monitor and participate in police action involving students during school hours, including the investigation of all criminal activity complaints that take place on school grounds. Such investigations will be completed in cooperation with the administration of the school to which the officer is assigned.
3. Take immediate police action within departmental guidelines to protect life, prevent bodily harm or to stop a felony act in progress.
4. Meet regularly with school counselors and deans in an attempt to identify individuals or conditions that could result in delinquent behavior and formulate plans and offer preventative solutions.
5. Provide daily and visible police presence as it relates to overall building security when present.
6. Play a key role in building lockdown, canine searches and school building evacuation drills.
7. Assist school officials in handling incidents involving persons trespassing and committing criminal acts on school property.

8. Provide police supervision when present at a wide range of extracurricular and athletic events, including but not limited to school dances, games and special events.
9. Coordinate with other area law enforcement agencies for incident and information sharing as it relates to the school and students.
10. Serve as a resource for the teaching staff on an as needed basis for specific classroom instructional issues, including but not limited to gang education, substance abuse prevention, the Juvenile Court Act, the Illinois Criminal and Vehicle Codes, the law enforcement career field, the rights of citizens when interacting with police, the consequences of conviction or adjudication as a delinquent minor, the rights of crime victims, and crime prevention strategies.
11. The School Liaison Officer will perform his or her duties in compliance with Township High School District 87's Guidelines for Interviews of Students by Law Enforcement Officers.

EXHIBIT B

**TERMS FOR SCHOOL LIAISON OFFICER
BETWEEN
GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87
AND LOMBARD POLICE DEPARTMENT**

Glenbard Township High School District No. 87 (the "School District") and Lombard Police Department (the "Police Department"), set forth the following terms for a School Liaison Officer in accordance with the Intergovernmental Agreements Between the Village of Lombard and Glenbard Township High School District No. 87 Providing For a School Liaison Officer and Authorizing the Development of Guidelines for Reciprocal Reporting:

1. Designated School. The Village will provide one (1) School Liaison Officer to be detailed and assigned to Glenbard East High School (the "Designated School").
2. Designated School Liaison Officer. The Police Department shall submit to the Designated School the names of suitable Officers for consideration as the School Liaison Officer if and when the position becomes vacant. The Police Department will make the final selection of the School Liaison Officer, in consultation with the Designated School to determine which officer would best meet the requirements and criteria of the Designated School for its School Liaison Officer. The Police Department shall not make any such selection to which the Designated School or School District objects. In the event the Designated School becomes dissatisfied with the School Liaison Officer's performance, the Designated School or School District shall provide written notice to the Village, whereupon the Village shall further train the School Liaison Officer to the satisfaction of the Designated School or provide the Designated School with an acceptable replacement School Liaison Officer. The School Liaison Officer for the 20__ - 20__ school year at the Designated School shall be _____.
3. Hours. [INSERT ANY HOURS EXPECTATIONS.]
4. Compensation and Payment Procedures. The School District shall reimburse the Village monthly for the School Liaison Officer as set forth below:
 - a. _____ percent (___%) of the following salary and benefit costs:
 - i. Salary of the assigned officer
 - ii. Group health and dental insurance premium's (Village's share)
 - iii. FICA Medicare and Police Pension (Village's contribution)
 - iv. Worker's Compensation and Unemployment Compensation Insurance

Total salary and benefit costs for school year 20__ - 20__ are \$_____.

- b. _____ percent (___%) of the following costs:
 - i. Overtime directly related to the officer's position as School Liaison Officer (only with the mutual approval of the School District and Village)

[ADD OR MODIFY THE COST DETAILS AS APPROPRIATE.]

c. [DESCRIBE MONTHLY REIMBURSEMENT PROCEDURES.]

Approved this ____ day of _____, 2011.

Glenbard Township High School
District No. 87,

Village of Lombard,
Police Department

By: _____
Superintendent

By: _____

EXHIBIT C

GUIDELINES FOR INTERVIEWS OF STUDENTS BY LAW ENFORCEMENT OFFICERS

I. Interviews Regarding Incidents Not Related to School

Absent exigent circumstances, interviews of students by law enforcement officers about matters unrelated to school should be conducted off school premises after school hours. Exigent circumstances include the officers' reasonable fear for the safety of the school environment or community, the presence of firearms or other weapons, or officers' fear that the suspect will escape and cause danger or harm to the school community or community at large. When such interviews occur, the guidelines set forth below in Section II shall apply.

II. Procedures for Interviews When Exigent Circumstances Exist

When exigent circumstances exist, the following procedures shall apply:

1. The principal or designee shall verify the officer's identity and photocopy the officer's picture identification card.
2. The student shall be escorted to the Dean's office or other private area immediately to begin the interview.
3. A dean or school administrator shall be present during the interview whenever reasonably possible.
4. The student's parent/guardian will be contacted as soon as possible. All attempts to notify the student's parent/guardian shall be documented.

III. Interviews Regarding Incidents Related to School

A. Interviews By Police Liaison Officers & Lombard Police Dept Personnel

Police liaison officers (also referred to as school resource officers) may interview a student without prior permission from a parent/guardian when investigating a school-related incident. Examples of school-related incidents where a police liaison officer may be utilized include, but are not limited to:

- Fights involving students on school property or at a school-sponsored event;
- Threats made by a student against another student or school staff member;
- The possession, sale or use of alcohol, drugs, look-alike drugs and other substances used with the intent to cause an altered mental state or "high;"
- Incidents of theft, vandalism or other misconduct resulting in damage to property that take place at school or at a school-sponsored event;
- The possession, sale or use of weapons on school property.

School liaison officers may also question a student without prior parental permission in relationship to incidents which occur off school premises but threaten the safety of the school community. Examples of these incidents include, but are not limited to:

- Fights between students that may result in retaliation at school;
- Gang-related incidents involving students that may carry over into the school environment;
- Threats made by students outside of school that may result in problems in the school environment or at a school-sponsored event.

School liaison officers and school administrators will observe the following protocol for such interviews:

- All interviews shall take place in the Dean's office or other private setting, and not in the public areas of the school. A school administrator will be present for the interview whenever possible.
- Before interviewing a student, the police liaison officer will discuss the purpose and scope of the interview with a dean or other designated school administrator.
- Reasonable attempts will be made to contact the parent/guardian to inform them of the interview.

B. Interviews by Officers Assigned Outside the School District

The following procedures shall apply when an officer from outside the building requests to interview a student:

1. The officer shall present proper identification to the principal or designee. The principal or designee shall make a photocopy of the officer's picture identification card.
2. The officer shall inform the principal or designee of the student's name, age (if known) and the reason for the request for an interview on school premises.
3. The principal or designee shall create a written record of the officer's request, including photocopies of any legal documents presented such as subpoenas or warrants.
4. The principal or designee shall make reasonable attempts to contact the student's parent(s)/guardian(s) and inform them of the officer's request. All attempts to contact parent(s)/guardian(s) shall be documented.

5. If the student exercises his or her right not to speak to law enforcement, the interview shall not proceed on school grounds.
6. If a student's parent/guardian denies consent for the interview, then the interview shall not proceed on school grounds.
7. If the student is willing to be interviewed and parents consent, the interview may proceed. The interview shall be conducted in the presence of an administrator, counselor, dean, and/or the parent/guardian, if the parent/guardian so requests.

IV. Arrests of Students on School Premises

Police officers from outside the building and police liaison officers assigned to the schools are authorized to arrest students when a warrant is issued for such arrest or when the officers have probable cause to believe that the student has committed a crime. An officer who arrests a student at school shall take the student into custody in a manner which minimizes disruption to the school environment and embarrassment to the student. If the arrested student is a minor, the dean or school administrator shall promptly notify or attempt to notify the student's parent/guardian of the arrest and the location to which the student has been taken. The administrator or dean shall document such notification and/or attempts at notification.

EXHIBIT D

GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN GLENBARD TOWNSHIP HIGH SCHOOL DISTRICT NO. 87 AND LOMBARD POLICE DEPARTMENT

Glenbard Township High School District No. 87 (the "School District") and Lombard Police Department (the "Police Department"), pursuant to Section 1-7(A)(8) of the Juvenile Court Act, Sections 10-20.14 and 22-20 of the Illinois School Code and Section 10/6(a)(6.5) of the Illinois School Student Records Act, 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. It is also critical to the safety of the School District's students and the local community at large that, within the bounds of the confidentiality requirements applicable to both police officers and school officials, extensive cooperation takes place between school and police officials. 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 School Code, to reduce juvenile crime and to increase school safety by promoting the exchange of appropriate information between the police and school officials.

I. General Cooperation

- A. The Superintendent of the School District will provide the Police Chief with a list of administrators (the "School Officials") to be contacted as needed. The list will contain regular and emergency telephone and pager numbers and identify which administrators are to be contacted for various types of problems and the order in which the administrators are to be contacted.
- B. The Police Chief will provide the School District with a list of officers (the "Police Officials") who will have responsibility for implementing these guidelines. The list will contain at least one primary and two backup officers. The list will further contain the officers' regular and emergency telephone and pager numbers, and will identify which officers are to be contacted for various types of problems and the order in which the officers are to be contacted.
- C. The administrators on the School District's list and the primary and backup officers on the Police Chief's list will meet to facilitate and review implementation of these guidelines as often as necessary.

II. Reporting of Student Criminal Activity

- A. By the School District to Police Officials

1. School Officials will promptly report to the School Resource Officer (SRO) or other appropriate Police Officials the activity of students who reside and/or attend school in the Village of Lombard 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 drugs or other intoxicants;
 - e. Fights or other violent activity;
 - 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 property; or
 - i. Any state or federal crime occurring or which has occurred on school property or at a school event.
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 soon after the information becomes known to School Officials.
3. Where information regarding a School District student does not constitute an immediate threat to the safety of School District students or community members, is deemed to be minor and unlikely to assist in the protection or safety of School District students or community members or becomes part of the student's school record under the provisions of the Illinois School Student Records Act (the "Act"), 105 ILCS 10/1 *et seq.*, 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 Act.
4. In accordance with Section 10/6(a)(6.5) of the Illinois School Student Records Act, and consistent with Section III.C. of these Guidelines, the School District may release school student records or information to juvenile authorities when necessary for the discharge of their official

duties upon a request for information prior to adjudication of the student and if certified in writing that the information will not be disclosed to any other party except as provided under law or order of court. "Juvenile authorities" include probation officers, law enforcement officers and prosecutors, and others as defined in Section 10/6(a)(6.5).

B. By Police Officials to the School District

1. Police Officials will report to School Officials the same type of information referenced in Section A above, within the same time frames, where the activity by students or others might reasonably carry over onto school grounds or school activities unless such disclosure could jeopardize ongoing investigation or safety.
2. As provided by Section 1-7(A)(8) of the Juvenile Court Act, Police Officials will report to School Officials the following offenses or suspected offenses within the time frames referenced in Section A above with respect to a minor enrolled in one of the School District's schools who has been taken into custody or arrested:
 - a. Unlawful use of weapons under Section 24-1 of the Criminal Code;
 - b. A violation of the Illinois Controlled Substances Act;
 - c. A violation of the Cannabis Control Act;
 - d. A forcible felony as defined in Section 2-8 of the Criminal Code, including murder, criminal sexual assault, robbery, burglary, arson, kidnapping, aggravated battery resulting in bodily harm or permanent disability or disfigurement, and any other felony that involves the use or threat of physical force or violence; or
 - e. A violation of the Methamphetamine Control and Community Protection Act.
3. 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. All such reports shall be kept in a secure location separate from the student's official school record and 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.

4. However, in administering Section 22-20 of the School Code and these guidelines, law enforcement officials are not obligated to initiate reporting to the School District 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 in 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 would 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.
5. 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 these guidelines.

III. Confidentiality and Records

- A. Content of Criminal Activity Information. All criminal activity information shall include the names of all involved persons, including District 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, unless prohibited by law.
- B. Confidentiality of Law Enforcement Records and Criminal Activity Information. Any law enforcement records subject to disclosure under these guidelines shall not be disclosed or made available in any form to any person or agency other than as set forth in these guidelines 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 these guidelines. 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 these guidelines or by law.

- C. Illinois School Student Records Act. This Section III and these guidelines 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 prior to adjudication of the student and upon written certification that the information disclosed by the school will not be disclosed to any other party, except as provided by law or order of court. The school accepts responsibility of confidentiality.

- D. Not Educational or School Records. 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 Police Officials working in a school 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), Police Officials designated to work with the School District pursuant to these guidelines shall be considered a law enforcement unit of the school such that the records created by Police Officials for the purpose of law enforcement shall not be considered educational records.

IV. Other Terms and Conditions

- A. Term and Renewal. These guidelines shall immediately take effect on the date of the last signature and shall be in full force and effect for a period of two (2) years thereafter. These guidelines shall automatically renew for successive two (2) year periods unless terminated as provided below. To the extent that the statutory obligations of either party have been modified, the statutory obligations shall supersede the provisions contained within these Guidelines.

- B. Termination. These guidelines may be terminated at any time upon thirty (30) days advance written notice by either party.

- C. Amendments and Modifications. These guidelines may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly signed by an authorized representative of the parties.

- D. Savings Clause. If any provision of these guidelines, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of these guidelines shall remain in full force and effect.

- E. Information. Information may be communicated verbally among the designees at any time deemed necessary by the designees.

- F. Entire Agreement. These guidelines set forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in these guidelines.

- G. Governing Law. These guidelines shall be governed by the laws of the State of Illinois.

Approved this ____ day of _____, 2011.

Glenbard Township High School
District No. 87,

Village of Lombard,
Police Department

By: _____
Superintendent

By: _____
