

110663

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 : October 21, 2011 **B of T:** November 3, 2011

SUBJECT: A Resolution authorizing the Village President to sign an intergovernmental agreement with the Board of Education of School District 45, DuPage County, Illinois providing for a reciprocal reporting agreement.

SUBMITTED BY: Raymond J. Byrne, Chief of Police

BACKGROUND/POLICY IMPLICATIONS:

This resolution would authorize the Village President to sign an intergovernmental agreement with the Board of Education for DuPage County School District 45. The agreement authorizes the Village of Lombard and the school district to enter into 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>10/22/11</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: October 21, 2011

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

From: Raymond J. Byrne - Chief of Police

Re: Intergovernmental Agreement with the Board of Education of School District 45, DuPage County, Illinois

The Board of Education for DuPage County School District 45 has asked that the Village of Lombard enter into an intergovernmental agreement with them. As you know, School District 45 has several public schools located within the Village of Lombard. This agreement, if approved, would allow the Village of Lombard and School District 45 to enter into a reciprocal reporting agreement. Intergovernmental agreements for reciprocal reporting are very common and are authorized under Illinois state statutes. The Village recently entered into a similar agreement with Glenbard Township High School District 87 for Glenbard East High School.

The agreement largely formalizes the relationship we currently have with School District 45. The Agreement is intended 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. The Board of Education for School District 45 has already approved the intergovernmental agreement with formal Board action on October 3, 2011.

I would respectfully ask that you place this matter on the Village Board's agenda for November 3, 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 THE BOARD OF EDUCATION OF SCHOOL DISTRICT 45, DUPAGE COUNTY, ILLINOIS FOR 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 School District 45, DuPage County, Illinois to work in an atmosphere of mutual cooperation; 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



PUBLIC SCHOOLS

255 WEST VERMONT STREET
VILLA PARK, ILLINOIS 60181
(630) 516-7700
FAX (630) 530-1624

October 4, 2011

Mr. William J. Mueller
Village of Lombard
255 East Wilson
Lombard, Illinois 60148

Dear Mr. Mueller:

Enclosed are two copies of the reciprocal Reporting Intergovernmental Agreement Between the Village of Lombard and the Board of Education of School District 45, DuPage County, Illinois, signed by the Board of Education President and the Board of Education Secretary at the Board Meeting on October 3, 2011. Please return one signed copy to me at the address above. Thank you for your prompt attention to this.

Sincerely,

A handwritten signature in cursive script that reads "Vickie".

Vickie Nissen
Assistant Superintendent for Finance

VN:sa

Enclosures



PUBLIC SCHOOLS

255 WEST VERMONT STREET
VILLA PARK, ILLINOIS 60181
(630) 516-7700
FAX (630) 530-1624

**RECIPROCAL REPORTING INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD
AND THE BOARD OF EDUCATION OF
SCHOOL DISTRICT 45, DUPAGE COUNTY, ILLINOIS**

THIS AGREEMENT made and entered into this 3rd day of October, 2011, by and between the **VILLAGE OF LOMBARD** ("Village"), an Illinois Municipal Corporation, and **THE BOARD OF EDUCATION OF SCHOOL DISTRICT 45, DUPAGE COUNTY, ILLINOIS** ("District"), an Illinois Public School District (the Village and the District are sometimes referred to herein individually as a "Party," and collectively as the "Parties.").

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 District and the Village's Local Law Enforcement Agency (being the Lombard Police Department) 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 has established said parent-teacher advisory committee and has developed such policy guidelines and policy guideline procedures to establish and maintain such a reciprocal reporting system; and

WHEREAS, the District and the Village 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 District and the Village 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, in consideration of the foregoing and the mutual promises herein contained, it is hereby mutually agreed by and between the District and the Village as follows:

1. **Designation of an administrative contact person.** The District, in cooperation with its parent-teacher advisory committee, shall designate an administrative contact person to act as a liaison between the District and the Lombard Police Department (“LPD”) for the purpose of reciprocal reporting of criminal offenses committed by students. This contact person will be the Superintendent or a person designated by the Superintendent. The Village shall likewise designate an administrative contact person to act as a liaison between the Village and the District for the purposes of providing to the District law enforcement records concerning students enrolled in the District who have been arrested for offenses classified as felonies or Class A or Class B misdemeanors, and other information as may be appropriate to criminal offenses committed by students. The undersigned Parties may each further designate an alternate designee who shall perform the duties of the primary designee in the event of the primary designee’s unavailability.
2. **Verbal reports by District personnel based on personal knowledge.** Verbal reports of criminal offenses identifying individual students may be made to the LPD by District personnel who have personal knowledge of the criminal offenses involved. District personnel shall consult with the Superintendent or the Superintendent’s designee prior to making any such report.
3. **District personnel who are authorized to make written reports.** Written reports to the LPD identifying individual students who have committed or are believed to have committed criminal offenses shall be made only:
 - a. By a member of the District’s law enforcement unit, who shall provide only written information created and maintained by the District’s law enforcement unit for the purpose of law enforcement; or
 - b. By the District’s Superintendent or the Superintendent’s designee, who may disclose permanent or temporary student record information to LPD when necessary for the discharge of the officers’ official duties, but only upon their request for such information prior to adjudication of the student and upon their written certification that the information will not be disclosed to any other Party except as provided under law or order of court; or
 - c. Pursuant to a court order or a subpoena accompanied by a court order.

4. **Confidentiality of information reported.** All information, whether verbal or written, disclosed to the contact persons/designees shall be kept confidential unless disclosure is permitted or required by law to another Party. Each Party hereto shall develop procedures designed to ensure that such information is not available to its employees or other persons other than as authorized by this Agreement and applicable State and Federal law. No information described by this Agreement shall be disclosed or made available in any form to any person or agency outside this Agreement unless specifically authorized by law.
5. **Transmittal of law enforcement records to District.** Law enforcement records may be transmitted to or copied by the District's Superintendent or the Superintendent's designee when the record concerns a minor who is enrolled in a school within the District and who has been arrested or taken into custody for any one or more of the following offenses:
 - a. Unlawful use of weapons under 720 ILCS 5/24-1 *et seq.*;
 - 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 720 ILCS 5/208;
 - e. A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 *et seq.*); or
 - f. Any offense classified by Illinois law as a felony or a Class A or B misdemeanor.

The limitations of this Section shall be deemed to be expanded or further restricted in accordance with any subsequent amendments to Sections 1-7(8) and/or 5-905(1)(h) of the *Juvenile Court Act of 1987* (705 ILCS 405/1-7(A)(8) and/or 705 ILCS 405/5-905(1)(h)).

6. **Scope of District's reporting authority.** The authority of the District Superintendent or the Superintendent's designees to report under this Agreement shall extend to information pertaining to alleged or suspected criminal activities occurring in school, on school grounds, at a school-related activity, or by or against school property, personnel or other students. Information provided should, if possible, include the names of all involved persons, including those of students, and should be transmitted as promptly as possible after it is received by the sending Party.
7. **Disclosure of student records to comply with applicable laws.** Student records may be disclosed only to the extent permitted by law, including the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*), the *Family Educational Rights and Privacy Act* (20 U.S.C. 1232g), the *Individuals with Disabilities Education Act* (20 U.S.C. 1400 *et seq.*), and the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 *et seq.*). The *Illinois Criminal Code of 1961* (720 ILCS 5/1 *et seq.*), the *Juvenile Court Act of 1987* (705 ILCS 405/1 *et seq.*), and the *Juvenile Justice Reform Provisions of 1998* (Public Act 90-590) shall be used as references for definitions.

8. **Notices to District.** Any notices required hereunder to be sent to the District shall be delivered or served in writing to:

Superintendent
School District 45, DuPage County
255 West Vermont Street
Villa Park, Illinois 60181

9. **Notices to Lombard Police Department.** Any notices required hereunder to be sent to the LPD shall be delivered or served in writing to:

Chief of Police
Lombard Police Department
235 East Wilson Avenue
Lombard, Illinois 60148

10. **Amendment of Agreement.** This Agreement may be amended only through written mutual consent of the Parties referencing this Agreement, and a copy of any such written amendment shall be attached to this Agreement.

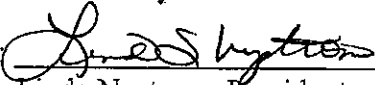
11. **Effective date and duration of Agreement.** This Agreement and any amendments hereto shall become effective when approved and executed by both Parties, and shall remain in effect from year to year thereafter unless either Party takes action to terminate the Agreement.

12. **Termination of Agreement.** Either 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.


**VILLAGE OF LOMBARD, for
LOMBARD POLICE DEPARTMENT**

**BOARD OF EDUCATION
SCHOOL DISTRICT 45,
DUPAGE COUNTY**

By: _____
William J. Mueller, Village President

By:  _____
Linda Nystrom, President

Attest: _____
Brigitte O'Brien, Village Clerk

Attest:  _____
Matthew Kerr, Secretary

Acknowledged: _____
Ray Byrne, Chief of Police

Date: _____

Date: 10/03/11

X-DHT



PUBLIC SCHOOLS

255 WEST VERMONT STREET
VILLA PARK, ILLINOIS 60181
(630) 516-7700
FAX (630) 530-1624

October 4, 2011

*Originals
to Park*

Mr. William J. Mueller
Village of Lombard
255 East Wilson
Lombard, Illinois 60148

Dear Mr. Mueller:

Enclosed are two copies of the reciprocal Reporting Intergovernmental Agreement Between the Village of Lombard and the Board of Education of School District 45, DuPage County, Illinois, signed by the Board of Education President and the Board of Education Secretary at the Board Meeting on October 3, 2011. Please return one signed copy to me at the address above. Thank you for your prompt attention to this.

Sincerely,

A handwritten signature in cursive script that reads "Vickie".

Vickie Nissen
Assistant Superintendent for Finance

VN:sa

Enclosures



PUBLIC SCHOOLS

255 WEST VERMONT STREET
VILLA PARK, ILLINOIS 60181
(630) 516-7700
FAX (630) 530-1624

**RECIPROCAL REPORTING INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LOMBARD
AND THE BOARD OF EDUCATION OF
SCHOOL DISTRICT 45, DUPAGE COUNTY, ILLINOIS**

THIS AGREEMENT made and entered into this 3rd day of October, 2011, by and between the **VILLAGE OF LOMBARD** ("Village"), an Illinois Municipal Corporation, and **THE BOARD OF EDUCATION OF SCHOOL DISTRICT 45, DUPAGE COUNTY, ILLINOIS** ("District"), an Illinois Public School District (the Village and the District are sometimes referred to herein individually as a "Party," and collectively as the "Parties.").

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 District and the Village's Local Law Enforcement Agency (being the Lombard Police Department) 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 has established said parent-teacher advisory committee and has developed such policy guidelines and policy guideline procedures to establish and maintain such a reciprocal reporting system; and

WHEREAS, the District and the Village 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 District and the Village 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, in consideration of the foregoing and the mutual promises herein contained, it is hereby mutually agreed by and between the District and the Village as follows:

1. **Designation of an administrative contact person.** The District, in cooperation with its parent-teacher advisory committee, shall designate an administrative contact person to act as a liaison between the District and the Lombard Police Department ("LPD") for the purpose of reciprocal reporting of criminal offenses committed by students. This contact person will be the Superintendent or a person designated by the Superintendent. The Village shall likewise designate an administrative contact person to act as a liaison between the Village and the District for the purposes of providing to the District law enforcement records concerning students enrolled in the District who have been arrested for offenses classified as felonies or Class A or Class B misdemeanors, and other information as may be appropriate to criminal offenses committed by students. The undersigned Parties may each further designate an alternate designee who shall perform the duties of the primary designee in the event of the primary designee's unavailability.
2. **Verbal reports by District personnel based on personal knowledge.** Verbal reports of criminal offenses identifying individual students may be made to the LPD by District personnel who have personal knowledge of the criminal offenses involved. District personnel shall consult with the Superintendent or the Superintendent's designee prior to making any such report.
3. **District personnel who are authorized to make written reports.** Written reports to the LPD identifying individual students who have committed or are believed to have committed criminal offenses shall be made only:
 - a. By a member of the District's law enforcement unit, who shall provide only written information created and maintained by the District's law enforcement unit for the purpose of law enforcement; or
 - b. By the District's Superintendent or the Superintendent's designee, who may disclose permanent or temporary student record information to LPD when necessary for the discharge of the officers' official duties, but only upon their request for such information prior to adjudication of the student and upon their written certification that the information will not be disclosed to any other Party except as provided under law or order of court; or
 - c. Pursuant to a court order or a subpoena accompanied by a court order.

4. **Confidentiality of information reported.** All information, whether verbal or written, disclosed to the contact persons/designees shall be kept confidential unless disclosure is permitted or required by law to another Party. Each Party hereto shall develop procedures designed to ensure that such information is not available to its employees or other persons other than as authorized by this Agreement and applicable State and Federal law. No information described by this Agreement shall be disclosed or made available in any form to any person or agency outside this Agreement unless specifically authorized by law.
5. **Transmittal of law enforcement records to District.** Law enforcement records may be transmitted to or copied by the District's Superintendent or the Superintendent's designee when the record concerns a minor who is enrolled in a school within the District and who has been arrested or taken into custody for any one or more of the following offenses:
 - a. Unlawful use of weapons under 720 ILCS 5/24-1 *et seq.*;
 - 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 720 ILCS 5/208;
 - e. A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 *et seq.*); or
 - f. Any offense classified by Illinois law as a felony or a Class A or B misdemeanor.

The limitations of this Section shall be deemed to be expanded or further restricted in accordance with any subsequent amendments to Sections 1-7(8) and/or 5-905(1)(h) of the *Juvenile Court Act of 1987* (705 ILCS 405/1-7(A)(8) and/or 705 ILCS 405/5-905(1)(h)).

6. **Scope of District's reporting authority.** The authority of the District Superintendent or the Superintendent's designees to report under this Agreement shall extend to information pertaining to alleged or suspected criminal activities occurring in school, on school grounds, at a school-related activity, or by or against school property, personnel or other students. Information provided should, if possible, include the names of all involved persons, including those of students, and should be transmitted as promptly as possible after it is received by the sending Party.
7. **Disclosure of student records to comply with applicable laws.** Student records may be disclosed only to the extent permitted by law, including the *Illinois School Student Records Act* (105 ILCS 10/1 *et seq.*), the *Family Educational Rights and Privacy Act* (20 U.S.C. 1232g), the *Individuals with Disabilities Education Act* (20 U.S.C. 1400 *et seq.*), and the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 *et seq.*). The *Illinois Criminal Code of 1961* (720 ILCS 5/1 *et seq.*), the *Juvenile Court Act of 1987* (705 ILCS 405/1 *et seq.*), and the *Juvenile Justice Reform Provisions of 1998* (Public Act 90-590) shall be used as references for definitions.

8. **Notices to District.** Any notices required hereunder to be sent to the District shall be delivered or served in writing to:

Superintendent
School District 45, DuPage County
255 West Vermont Street
Villa Park, Illinois 60181

9. **Notices to Lombard Police Department.** Any notices required hereunder to be sent to the LPD shall be delivered or served in writing to:

Chief of Police
Lombard Police Department
235 East Wilson Avenue
Lombard, Illinois 60148

10. **Amendment of Agreement.** This Agreement may be amended only through written mutual consent of the Parties referencing this Agreement, and a copy of any such written amendment shall be attached to this Agreement.

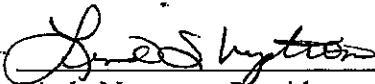
11. **Effective date and duration of Agreement.** This Agreement and any amendments hereto shall become effective when approved and executed by both Parties, and shall remain in effect from year to year thereafter unless either Party takes action to terminate the Agreement.

12. **Termination of Agreement.** Either 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.

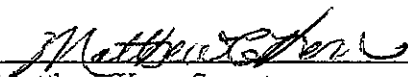
**VILLAGE OF LOMBARD, for
LOMBARD POLICE DEPARTMENT**

**BOARD OF EDUCATION
SCHOOL DISTRICT 45,
DUPAGE COUNTY**

By: _____
William J. Mueller, Village President

By:  _____
Linda Nystrom, President

Attest: _____
Brigitte O'Brien, Village Clerk

Attest:  _____
Matthew Kerr, Secretary

Acknowledged: _____
Ray Byrne, Chief of Police

Date: _____

Date: 10/03/11