

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF NORTHBROOK AND THE BOARD OF EDUCATION OF
GLENBROOK HIGH SCHOOL DISTRICT 225
PROVIDING FOR RECIPROCAL REPORTING BETWEEN
GLENBROOK NORTH HIGH SCHOOL
AND THE NORTHBROOK POLICE DEPARTMENT**

WHEREAS, both the Board of Education of Glenbrook High School District 225 (hereinafter “School District”) and the Village of Northbrook (hereinafter “Village”) are interested in fostering positive relationships with students, parents, and staff in an effort to promote safety and collaboration with law enforcement; and

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

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

WHEREAS, local police officers serve as a law enforcement-related resource; and

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, the School District and the Village have determined that it is in their best interests to enter into an agreement to engage in reciprocal reporting; 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(A), juvenile law enforcement records are considered confidential and the inspection and copying of such records that relate to a minor who has been investigated, arrested or taken into custody before his or her 18th birthday is restricted to certain authorized persons specified in the Juvenile Court Act; and

WHEREAS, the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, 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 a 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 work 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 School District and the Village agree that enhanced communication between these entities under a 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, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*;

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this Agreement and other good and valuable consideration, 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 Northbrook (hereinafter “Police Department”), regarding criminal offenses committed by students and instances of truancy.

PROCEDURE REGARDING THE RECIPROCAL REPORTING SYSTEM

Administrative Guidelines for Reciprocal Reporting of Criminal Offenses Committed by Students and Instances of Truancy

1. INFORMATION SHARING.

- A) 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, and Juvenile Probation Officer.

- B) **GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN THE SCHOOL DISTRICT AND THE VILLAGE.** The Village and the School District shall share information as obligated and/or restricted by law, including without limitation Sections 10-20.14 (105 ILCS 5/10-20.14), 10-21.7 (105 ILCS 5/10-21.7), 10-27.1 A & B (105 ILCS 5/10-27.1A & 105 ILCS 5/10-27.1B), and 22-20 (105 ILCS 5/22-20) of the School Code of Illinois, and Sections 1-7 (705 ILCS 405/1-7) and 5-905 (705 ILCS 405/5-905) of the Juvenile Court Act of 1987, all as currently drafted and hereafter amended.

- C) Confidentiality of Records and Criminal Activity Information. Any law enforcement and student records subject to disclosure under this Agreement shall not be disclosed or made available in any form to any person or agency other than as set forth in this Agreement or as authorized by law or court order. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information and ensure that this information is not available to other employees, or any persons other than as authorized by this Agreement or by law. This Section and this Agreement is 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 a court. The School District accepts responsibility for the maintenance of confidentiality by its employees.

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, except 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 backup contacts who shall be considered the "Department Representative".
- C) The Superintendent and Police Chief may, as they deem necessary and upon written notice, designate different persons to the respective positions of Appropriate School Official and Department Representative.

3. SCHOOL DISTRICT TO REPORT STUDENT CRIMINAL ACTIVITY.

The School District, acting through the Superintendent, Principals, or designees, will promptly 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, but 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 CERTAIN INCIDENTS.

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) (Sec. 2-8. "Forcible felony". "Forcible felony" means first-degree murder, second-degree murder, predatory criminal sexual assault of a child, aggravated criminal sexual assault, criminal sexual assault, robbery, burglary, residential burglary, aggravated arson, arson, aggravated kidnapping, kidnapping, aggravated battery resulting in great bodily harm or permanent disability or disfigurement and any other felony which involves the use or threat of physical force or violence against any individual.), as amended from time to time.

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. 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, and other applicable laws. 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 include:

(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 district are not student records. Such information shall be kept separate from and shall not become a part of the student's official school record. 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 will 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. 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 in the Police Department. 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 or Section 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.

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 in 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 the 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. See 105 ILCS 5/22-20.

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. CAMERA ACCESS.

The School District will provide access to its live security camera feeds to its buildings in the event of a health or safety emergency. Access is strictly to allow Police Department tactical forces to become familiar with current conditions that underlie a health or safety emergency in the District's buildings. Civilian dispatchers may also access the security camera feeds if a 9-1-1 call has been received by dispatch reporting an immediate safety threat to the school and visual access to the building will aid dispatchers in performing their duties.

The parties' Information Technology staff will coordinate in advance to ensure the technology described in this section is enabled and fully functional for law enforcement purposes as established in this section, and that appropriate training is provided as needed at least annually to Police Department and School District employees who will be responsible for implementing remote access in the event of a health or safety emergency. The Police Department and the School District will conduct testing of this remote access at least two times during each school year. Testing and training will be initiated by the Police Department but remains a mutual responsibility of the parties.

11. 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 terminates the agreement as set forth below. Any prior agreements between the parties regarding the subject matter of this agreement, including but not limited to the “Memorandum of Understanding” dated December 15, 2014, are terminated upon execution of this agreement by the parties.
- B) **Termination.** This agreement may be terminated at any time upon (30) days advance written notice by either party. The parties additionally agree to make notice, in accordance with Section 11.L of this Agreement, of any intent to terminate this Agreement at least 10 business days prior to the public meeting in which either the Village Board or Board of Education intends to consider such termination.
- 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 unless otherwise prohibited by this Agreement or applicable laws.
- 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 no 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 elected officials, 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.

Nothing contained in this section or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to the School District or the Village under the Illinois Local Government and Governmental Employees Tort Immunity Act.

- I) **Illinois Freedom of Information Act.** The Parties agree to comply with all State and federal laws and regulations governing the release of records relating to this Agreement, including but not limited to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. The Parties will cooperate with each other with any request for public records made pursuant to FOIA by providing full access to and copying of all relevant records within a time period that allows the other Party to timely comply with the time limits imposed by FOIA. The obligations imposed by this section shall survive the termination of the other obligations imposed by this Agreement.
- J) **Non Liability.** Police officials and the School District shall each utilize their best efforts to provide the information to be 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.
- K) **Relationship.** Nothing contained in this Agreement, nor any act of the Village or the School District, respectively, shall be deemed or construed by either of the Parties or by third persons, to create any relationship of a third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Village or the School District respectively.
- L) **Notice.** Any and all notices required to be delivered hereunder shall be deemed delivered when personally delivered or mailed by registered or certified mail, return receipt requested, postage pre-paid; or sent by a recognized overnight courier service with instructions and payment for delivery on the next business day to the parties as set forth below:

If to the School District: Superintendent, School District 225
3801 W. Lake Avenue
Glenview, IL 60026

With a copy to: John E. Fester
Himes, Petrarca & Fester
180 N. Stetson, Suite 3100
Chicago, IL 60601

If to the Village: Village Manager, Village of Northbrook
1225 Cedar Lane
Northbrook, IL 60062

With a copy to: Steven M. Elrod
Elrod Friedman, LLP
325 N. LaSalle St., Suite 450
Chicago, IL 60654

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

- M) **Effective Date.** This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

[SIGNATURE PAGE TO FOLLOW]

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

VILLAGE OF NORTHBROOK

By: _____
President

Attest: _____

Date: _____

GLENBROOK HIGH SCHOOL DISTRICT 225

By: _____
Board President

Attest: _____

Date: _____