



**RESOLUTION NO. 2017-006**

**A Resolution Authorizing the Execution of an Intergovernmental Agreement Between the Village of Montgomery Police Department and Community Unit School District #308 for Reciprocal Reporting**

**WHEREAS**, the Village of Montgomery (“Village”) is a municipal corporation organized pursuant to the Illinois Municipal Code (65 ILCS 5/1, *et. seq.*); and,

**WHEREAS**, Community Unit School District #308 (“School District”) is a school district organized pursuant to the Illinois School Code (105 ILCS 5/1, *et. seq.*); and,

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

**WHEREAS**, Section 10-20.14 of the Illinois School Code (105 ILCS 10-20.14) authorizes a school district to develop policy guidelines/ protocol procedures to establish and maintain a reciprocal reporting system between a school district and local law enforcement agencies regarding criminal and/or quasi criminal offenses committed by students enrolled within the school district; and,

**WHEREAS**, the Village and the District wish to enter into such an agreement and recognize that the exchange of information between them is essential to providing a safe, healthy, and violence-free school environment and community.

**NOW THEREFORE, BE IT RESOLVED**, by the Village President and the Board of Trustees of the Village of Montgomery as follows:


(1) That the Village hereby agrees to enter into an Intergovernmental Agreement Between Community Unit School District #308 and The Village of Montgomery ("Agreement"), attached hereto as Exhibit 1 and incorporated herein by reference, for the reciprocal reporting of certain student offenses as permitted by State law, and as further specified within said Agreement. The Police Chief is hereby authorized to execute said Agreement and to take all other actions necessary to bring its terms to fruition.

(2) That if any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect the remaining provisions thereof.

(3) That this Resolution shall be in full force and effect from and after its passage, approval, and publication as may be provided by law.


(4) That the foregoing recitals are hereby incorporated into this Agreement in their entirety.

**PASSED AND APPROVED** by the President and Board of Trustees of the Village of Montgomery, Kane and Kendall Counties, Illinois, this 28<sup>th</sup> day of August, 2017.

  
Matthew Brolley  
Village President

AYES: 5  
NAYS: 0  
ABSENT: 1



ATTEST:   
Penny FitzPatrick  
Clerk, Village of Montgomery

## EXHIBIT 1

### **Intergovernmental Agreement**

#### **INTERGOVERNMENTAL AGREEMENT BETWEEN COMMUNITY UNIT SCHOOL DISTRICT 308 AND THE VILLAGE OF MONTGOMERY**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of the effective date provided in Section 15 of this Agreement, by and between COMMUNITY UNIT SCHOOL DISTRICT 308, an Illinois Public School District (hereinafter referred to as "District 308"), and the VILLAGE OF MONTGOMERY, an Illinois municipal corporation (hereafter referred to as the "Village").

#### **WITNESSETH:**

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

WHEREAS, Section 10-20.14 of the Illinois School Code (105 ILCS 5/10-20.14) authorizes a school district to develop policy guideline/protocol procedures to establish and maintain a reciprocal reporting system between a school district and local law enforcement agencies regarding criminal and/or quasi-criminal offenses committed by students enrolled within the school district; and

WHEREAS, District 308 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 the activities of minor students, in and out of school, so that they may work together efficiently to prevent, eliminate and discourage acts of crime, violence and intimidation; and

WHEREAS, District 308 and the Village recognize that the exchange of information between them is essential to providing a safe, healthy and violence-free school environment for all students; and

WHEREAS, District 308 and the Village desire to establish and maintain a reciprocal reporting system regarding criminal/quasi-criminal offenses and other offenses committed by students, as authorized by the Illinois School Code; and

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, District 308 and the Village hereby agree as follows:

1. Reciprocal Reporting. As permitted by State law, each party to this Agreement shall share information pertaining to any activity or suspected activity that would jeopardize the safe, orderly and violence-free environment of a school, including but not limited to criminal/quasi-

criminal activity, gang-related activity, or any fact or reasonable inference drawn from any fact or combination of facts pertaining to any criminal/quasi-criminal activity or gang-related activity or suspected criminal/quasi-criminal or gang-related activity. Information to be reported under this Agreement may include law enforcement records maintained by the Village that relate to a minor who has been arrested or taken into custody before his or her 18<sup>th</sup> birthday in accordance with Section 1-7(A) of the Juvenile Court Act.

The protocol for reciprocal reporting as adopted by District 308 and incorporated herein by reference is attached hereto as Exhibit "A". The parties to this Agreement will cooperate to review and periodically amend the protocol, to reflect changes in any applicable law(s) or to better meet the needs of the parties. Any amendment to the protocol shall be in writing and executed by both parties.

2. Indemnification and Hold Harmless. To the fullest extent permitted by law, District 308 agrees to indemnify and hold harmless the Village, its officers, employees, officials, trustees, volunteers, agents and representatives, their successors and assigns, in their individual and official capacities, from and against any and all liabilities, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses, including without limitation, reasonable attorneys' fees and litigation costs incurred by the Village arising out of any activity of District 308 in the performance of this Agreement, or any act or omission of District 308 or of any officer, employee, official, agent, representative contractor, or volunteer of District 308, but only to the extent caused in whole or in part by a negligent or willful and wanton act or omission of District 308.

To the fullest extent permitted by law, the Village agrees to indemnify and hold harmless District 308, its officers, employees, officials, agents, representatives, or volunteers, or their successors and assigns, in their individual and official capacities, from and against any and all liabilities, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses, including without limitation, reasonable attorneys' fees and litigation costs incurred by District 308 arising out of any activity of the Village in the performance of this Agreement, or any act or omission of the Village or of any employee, official, trustee, agent, representative, contractor, or volunteer of the Village, but only to the extent caused in whole or in part by a negligent or willful and wanton act or omission of the Village.

3. Term and Termination. This Agreement shall commence on the date set forth in Paragraph 15 and shall continue in full force and effect until terminated. Either party may terminate this Agreement at any time by providing the other party with 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.

4. Notices. All notices concerning this Agreement shall be in writing and addressed to the other party as follows:

If to the Village: Village of Montgomery  
Attn: Chief of Police  
10 Civic Center Ave  
Montgomery, Illinois 60538

If to District 308: Community Unit School District 308  
Attn: Superintendent  
4175 Route 71  
Oswego, Illinois 60543

Unless otherwise provided herein, notices shall be hand delivered, or sent by registered or certified U.S. mail postage prepaid, by commercial overnight delivery service, or transmitted by facsimile. Notices shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile, on the day after being sent when sent by overnight delivery service, and on the second business day after deposit in the mail when sent by U.S. mail. A party may change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address.

5. Time of Essence. Time is of the essence and all provisions of this Agreement herein relating thereto shall be strictly construed.

6. Preambles and Exhibits. The preambles and exhibits to this Agreement are hereby incorporated as if set forth fully herein.

7. Captions. The captions of this Agreement are for convenience only and are not to be construed as part of the Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

8. Entire Agreement. This Agreement sets forth all of 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.

9. Amendments Must be in Writing. The covenants, terms or conditions of this Agreement to be kept and performed by either party, shall not be altered, waived, modified or abandoned except by a written instrument, duly signed, acknowledged and delivered by authorized representatives of District 308 and the Village.

10. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11. No Assignment and Successors. No party may assign any rights or duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon the successors of the parties' respective governing boards.

12. Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.

13. Compliance with Laws. The Village and District 308 shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same Agreement.

15. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the parties sign, as set forth below, the signature of their duly authorized representative.

IN WITNESS WHEREOF, authorized representatives of District 308 and the Village have executed this Agreement as of the day and year first above written.

Community Unit School District 308

Village of Montgomery

By: \_\_\_\_\_ By: \_\_\_\_\_  
Superintendent Village Chief of Police

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

## EXHIBIT A

### **GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN COMMUNITY UNIT SCHOOL DISTRICT 308 AND THE VILLAGE OF MONTGOMERY**

Community Unit School District 308 (the "School District") and the Village of Montgomery through its 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/quasi-criminal offenses or gang-related activity committed by students. 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 Illinois School Code, to reduce juvenile crime, and to increase school safety by promoting the exchange of appropriate information between the police and school officials. To the extent that any provision of these guidelines may conflict with any provision of law, as may be amended from time to time, the applicable law shall govern.

#### **I. General Protocol**

- A. Each party to this Agreement shall designate one or more persons (the "School Officials" as designated by the School District and the "Police Officials" as designated by the Police Department) who shall transmit information and receive information from the designees of each agency and have primary responsibility for implementing these guidelines.
- B. Unless a certain type of communication is required by law to be in writing, information may be communicated verbally among the School Officials and the Police Officials at any time deemed necessary by either of the Officials.
- C. Unless a certain type of communication is required by law to be in writing, information may also be verbally communicated among the School Officials and the Police Officials during meetings called for that purpose; such meetings may be held according to a schedule, or may be called by any of the respective Officials on an as-needed basis with reasonable notice.
- D. Information in written form may be transmitted among the School Officials and the Police Officials by any agreed-upon method, including without limitation United States mail, hand delivery, or facsimile; such sharing of written information may be according to an agreed-upon schedule, or on an as-needed basis, or as required by law.

## II. Reporting of Student Criminal Activity

### A. By the School Officials to Police Officials

1. School Officials will promptly report to the Police Officials the activity of students who reside and/or attend school in the Village of Montgomery 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 illegal drugs or other intoxicants;
  - e. Fights or other violent activity which might reasonably carry over into the community;
  - 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 which might reasonably carry over into the community.
2. Upon receiving notification that a person with a firearm has been observed on school property, School Officials will immediately notify the Police Officials. Upon receiving notification of verified incidents involving drugs on school grounds or on any school-related conveyance, a battery that has occurred against school personnel and incidents of intimidation reported by any student or personnel, the School District is responsible for notifying the Police Department without delay. (105 ILCS 5/10-21.7, 27.1A, and 27.1B).
3. When the activity or conduct of a School District student constitutes an imminent threat to the safety of students or community members or the student, or where information regarding the activity or conduct of a School District student may assist in the protection or safety of School District students or community members, information regarding such student's activity will be disclosed to the Police Department as soon as possible,



provided however if such information becomes part of the student's school record under the provisions of the *Illinois School Student Records Act*, 105 ILCS 10/1 et seq., the School District will not disclose the information from the student's school records to the Police Department without 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 law (23 Ill. Admin. Code 375.60).

4. Where information regarding a School District student does not constitute an imminent 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.
5. 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 for the student authorized by the judge hearing the case, 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.
2. As provided by Section 1-7(A)(8) of the Juvenile Court Act, Police Officials will report to School Officials within the time frames referenced in Section A above and disclose the law enforcement records of a minor enrolled in one of the School District's schools who has been taken into custody or arrested for any of the following offenses or suspected offenses:
  - a. Any violation of Section 24 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 great bodily harm or permanent disability or disfigurement, and any other felony that involves the use or threat of physical force or violence;
  - e. A violation of the Methamphetamine Control and Community Protection Act;
  - f. A violation of Section 1-2 of the Harassing and Obscene Communications Act.
  - g. A violation of the Hazing Act; or
  - h. 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.
3. As required by Section 22-20 of the Illinois School Code, Police Officials shall report to School Officials whenever a student enrolled in one of the School District's schools 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 events which led to the student's detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur in order to notify School Officials of developments and 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. In administering Section 22-20 of the School Code and these guidelines, law enforcement officials shall report conduct involving vandalism, violence, gangs, weapons, drugs, alcohol, runaways, family disputes, abuse, any other offense as required by law, or an appearance in court as a juvenile or an adult for any other offense other than minor traffic offenses. 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.

5. Under these guidelines, Police Officials shall provide School Officials with the same information regarding suspected criminal offenses committed by students of any age as is reported for students included in the scope of the Juvenile Court Act, as may be amended from time to time.

### 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.
- 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. The information derived from the law enforcement records shall be kept separate from and shall not become a part of the official school record of that child and shall not be a public record. The information shall be used solely by the appropriate School Official(s) whom the school has determined to have a legitimate educational or safety interest to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. If the designated Police Officials and School Officials deem it to be in the best interest of the minor, the student may be referred to in-school or community based social services if those services are available.
- D. Current Investigations: Any information provided to appropriate School Officials whom the School District has determined to have a legitimate educational or safety interest by local law enforcement officials about a minor who is the subject of a current police investigation that is directly related to school safety shall consist of **oral information** only, and not written law enforcement records, and shall be used solely by the appropriate School Official(s) to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from Police Officials shall be kept separate from and shall not become a part of the official school record of the child and shall not be a public record. This limitation on the use of information about a minor who is the subject of a current police investigation shall in no way limit the use of this information by prosecutors in pursuing criminal charges arising out of the information disclosed during a police investigation of the minor. For purposes of

this paragraph, "investigation" means an official systematic inquiry by a law enforcement agency into actual or suspected criminal activity.

- E. Information identifying victims and alleged victims of sex offenses shall not be disclosed under any circumstances. Nothing shall prohibit the victim or alleged victim of any sex offense from voluntarily disclosing his or her identity. If the minor is a victim of aggravated battery, battery, attempted first degree murder, or other non-sexual violent offense, the identity of the victim may be disclosed to appropriate school officials, for the purpose of preventing foreseeable future violence involving minors, by a local law enforcement agency pursuant to an agreement established between the School District and a local law enforcement agency subject to the approval by the presiding judge of the juvenile.
  
- F. 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 and other juvenile authorities as defined in Section 6(a)(6.5) 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.
  
- G. School Resource Officer 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.

Community Unit School District 308

Village of Montgomery

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
Village Chief of Police

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

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