



Agenda Cover Memorandum

Meeting Date: February 10, 2014

Meeting Type: COW (Committee of the Whole) City Council Budget Workshop

Item Title: Approval of Intergovernmental Agreement for the Reciprocal Reporting of Criminal Offenses Committed by Students between the City of Park Ridge and the Board of Education of Park Ridge-Niles School District 64

Action Requested:

- Approval
- For discussion
- Feedback requested
- For your information

Staff Contact: Frank Kaminski, Chief of Police

Phone Number: (847) 318-5261

Email Address: fkaminsk@parkridgepolice.org

Background:

This item was a discussion item at the January 20, 2014 Committee of the Whole meeting and there was a consensus to move this item forward and place it on the next Public Safety Committee of the Whole Agenda as an action item.

Attached is an Intergovernmental Agreement for the Reciprocal Reporting of Criminal Offenses Committed by Students between School District 64 and the Park Ridge Police Department. This agreement is similar to the agreement we have with School District 207. District 64 requested that we enter into this agreement in order to formalize our ability to share information pursuant to law. This agreement allows the Police Department and School District 64 to share information regarding juveniles in order to ensure a safe school environment. This agreement has been reviewed by School District 64 and signed by their Board. The City legal staff has reviewed and approved this agreement.

However, Legal has asked that the agreement be changed from the City of Park Ridge Police Department to simply the City of Park Ridge. This will be completed with an addendum letter. With the consensus of the Committee of the Whole, this item will be placed as an action item on the February 10, 2014 Committee of the Whole agenda.

Recommendation:

Approve the Intergovernmental Agreement for the reciprocal reporting of criminal offenses committed by students between the City of Park Ridge and the Board of Education of Park Ridge-Niles School District 64, Cook County, Illinois, 164 South Prospect Avenue, Park Ridge, Illinois 60068 and place this item on the next City Council agenda for approval.

Budget Implications:

Does Action Require an Expenditure of Funds: Yes No

If Yes, Total Cost:

If Yes, is this a Budgeted Item:

Yes No Requires Budget Transfer

If Budgeted, Budget Code (Fund, Dept, Object)

Attachments:

- Intergovernmental Agreement - City of Park Ridge and District 64
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INTERGOVERNMENTAL AGREEMENT

RECIPROCAL REPORTING OF CRIMINAL OFFENSES COMMITTED BY STUDENTS

THIS AGREEMENT is by and between the BOARD OF EDUCATION OF PARK RIDGE – NILES SCHOOL DISTRICT NO. 64, COOK COUNTY, ILLINOIS (hereinafter referred to as "School District" or "District") and the CITY OF PARK RIDGE POLICE DEPARTMENT, COOK COUNTY, ILLINOIS (hereinafter referred to as "the Police Department").

WITNESSETH:

WHEREAS, the Police Department has responsibility for law enforcement within a portion of the boundaries of the School District; and

WHEREAS, the School District and the Police Department have mutually determined that it would be in the best interest of the safety and welfare of students and employees of the School District to have a reciprocal reporting system between the School District and the Department regarding criminal offenses committed by students enrolled in the School District; and

WHEREAS, this Agreement is authorized by the Illinois Constitution of 1970 and the *Intergovernmental Cooperation Act*, 5 ILCS 220/1 *et seq.*, providing for the execution of agreements and implementation of cooperative ventures between public agencies of the State of Illinois; and

WHEREAS, Section 10-20.14 of *The School Code* mandates and authorizes that the School District's parent-teacher advisory committee develop and maintain, along with the School Board, a reciprocal reporting system between the School District and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, the *Family Educational Rights and Privacy Act* (20 USC 1232g(b)) provides that confidential student record information may be disclosed without parental consent to state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to State statute if (1) the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve, prior to adjudication, the student whose records are released; and (2) the officials and authorities to whom such information is disclosed certify in writing to the educational agency or institution that the information will not be disclosed to any other party except as provided under State law without the prior written consent of the parent of the student; and

WHEREAS, in furtherance of the foregoing, the *Illinois School Student Records Act* (105 ILCS 10/6(a)(6.5)) provides that confidential student record information may be disclosed without parental consent to juvenile authorities when necessary for the discharge of their official

duties who request information prior to the adjudication of the student and who certify in writing that the information will not be disclosed to any other party except as provided by law or order of court; and further defines juvenile authorities, which definition includes, but is not limited to, judges, probation officers, law enforcement officers and prosecutors, and individuals authorized by court.

WHEREAS, the Parties wish to memorialize the authority and parameters of their exchanges of information and the necessary written certification pursuant to the foregoing State and federal laws.

NOW, THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements hereinafter set forth, the School District and the Police Department hereby agree as follows:

1. LIAISON

The District's parent-teacher advisory committee shall designate an administrative contact person to act as a liaison between the School District and the Police Department for the purpose of reciprocal reporting of criminal offenses committed by students. The Department shall likewise designate an administrative contact person to act as a liaison between the Police Department and the School District for the purpose of reciprocal reporting of criminal offenses committed by students.

2. CRIMINAL OFFENSES/REPORTING AND RECORDS DISCLOSURE

- A.** Whenever the School District receives information that a student may have committed a criminal offense on school grounds, off school grounds, at a school sponsored activity, or against school personnel, the School District liaison may notify the Police Department liaison, subject to any limitations imposed by law. To the extent that such information is contained in a school student record, the School District will provide prior written notice to the student's parents, or the student if applicable, as may be required by law.
- B.** Whenever the Police Department receives information that a student may have committed a criminal offense, as limited by Section 2.E and 2.F of this Agreement, if applicable, the Police Department liaison shall notify the School District liaison. In addition, the Police Department shall notify the School District liaison if the Department or an officer believes that there is an imminent threat of physical harm to students, school personnel or others who are present in the school or on school grounds.
- C.** Information reported pursuant to this Agreement shall include information pertaining to activity or suspected activity which would jeopardize the safe, orderly and violence-free environment of a school, including any criminal or gang-related activity.
- D.** Upon request of the School District, the Police Department shall provide access to

the criminal records of students, subject to the limitations in Section 2.E of this Agreement, if applicable.

- E. The Department's provision of and the School District's access to the Department's records relating to a minor who has been arrested before his or her 18th birthday, for purposes of inspection and copying of said records, shall be limited to records of minors enrolled in the School District who have been arrested or taken into custody for any of the following offenses:
- (i) any violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012 (i.e., weapons violations);
 - (ii) a violation of the Illinois Controlled Substances Act;
 - (iii) a violation of the Cannabis Control Act;
 - (iv) a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012 (e.g., murder, criminal sexual assault, robbery, burglary, arson, kidnapping, aggravated battery and any other felony that involves the use or threat of physical force or violence);
 - (v) a violation of the Methamphetamine Control and Community Protection Act;
 - (vi) a violation of Section 1-2 (harassment through electronic communications) of the Harassing and Obscene Communications Act;
 - (vii) a violation of the Hazing Act (recategorized and renumbered as Section 12C-50 of the *Criminal Code*); or
 - (viii) a violation of Section 12-1 (assault), 12-2 (aggravated assault), 12-3 (battery), 12-3.05 (aggravated battery), 12-3.1 (battery of an unborn child; aggravated battery of an unborn child), 12-3.2 (domestic battery), 12-3.4 (violation of an order of protection), 12-3.5 (interfering with the reporting of domestic violence), 12-5 (reckless conduct), 12-7.3 (stalking), 12-7.4 (aggravated stalking), 12-7.5 (cyberstalking), 25-1 (mob action), or 25-5 (unlawful contact with streetgang members) of the Criminal Code of 1961 or the Criminal Code of 2012.

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 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. If the designated law enforcement 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. "Rehabilitation services" may include interventions by school support personnel, evaluation for eligibility for special education, referrals to community-based agencies such as youth services, behavioral healthcare service providers, drug and alcohol prevention or treatment programs, and other interventions as deemed appropriate for the student.

- F. Except as provided in 2.E. and 2.H, the Department's provision of and the School District's access to the Department's information relating to 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 or officials 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 the local law enforcement 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. For purposes of this paragraph, "investigation" means an official systematic inquiry by the Department or any other law enforcement agency into actual or suspected criminal activity.

The limitations of this paragraph and paragraph 2.E shall be expanded or further restricted in accordance with any subsequent amendments to the *Juvenile Court Act of 1987* (705 ILCS 405/1-7, 5-905) or other laws.

- G. Pursuant to 705 ILCS 405/5-901(1)(b)(v), court files of juvenile delinquency proceedings, redacted to remove any information identifying the victim or alleged victim of any sex offense, will be disclosed to the School District if the District provides educational, medical or mental health services to the juvenile and disclosure is necessary for the discharge of the District's official duties.
- H. Notwithstanding the restrictions in Section 2.E above on the provision of and access to the Department's records, in accordance with Section 22-20 of *The School Code* (105 ILCS 5/22-20), the Police Department shall report to the Principal whenever a child enrolled therein is detained for proceedings under the *Juvenile Court Act of 1987*, as heretofore and hereafter amended, or for any criminal offense or any violation of a municipal ordinance. The report shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and status of proceedings. The report shall be updated as appropriate to notify the Principal of developments and the disposition of the matter. The information transmitted to the School District pursuant to this paragraph shall be kept separate from and shall not become a part of the official school record of such child and shall not be a public record. Such information shall be used solely by the appropriate school official or officials whom the School District 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 the students and employees in the school.

- I. Information disclosed to the School District by the Police Department shall be in addition to the information provided to the School District by or through the State's Attorney pursuant to Section 5-901 of the *Juvenile Court Act of 1987* (705 ILCS 405/5-901) regarding adjudications of delinquency.
- J. Nothing contained in this Agreement is intended to prevent the sharing or disclosure of information or records relating or pertaining to juveniles subject to the provisions of the Serious Habitual Offender Comprehensive Action Program when that information is used to assist in the early identification and treatment of habitual juvenile offenders and such sharing is otherwise allowed by law.

3. **CONFIDENTIALITY**

Any and all information received by the School District as a result of this Agreement shall be kept confidential by the School District in accordance with law. In accordance with the *Illinois School Student Records Act* and the regulations implementing the federal *Family Educational Rights and Privacy Act* (34 C.F.R. 99), any and all information received by the Police Department as a result of this Agreement and contained in a student record shall not be disclosed by the Police Department to another party, except as provided under Illinois law, without the prior written consent of the parent of the student (or consent of the student if he or she has assumed rights under the law).

4. **TERM**

The parties to this Agreement understand and agree that this Agreement shall commence the day and year which the Agreement is last signed by a party. This Agreement shall remain in effect from year-to-year thereafter, as may be modified pursuant to Section 6 of this Agreement, until terminated by written notice of either party.

5. **NOTIFICATION**

- A. Any and all notices required hereunder to be sent to the School District shall be served in writing by the United States certified mail, postage prepaid, return receipt requested, at the following address:

Superintendent,
School District No. 64
164 South Prospect Avenue
Park Ridge, Illinois 60068-4079

or by personal delivery of any such notice delivered to an employee of the School District at its District administration office during the regular business hours of said office.

Any and all notices required to be sent to the Police Department shall be served in writing by the United States certified mail, postage prepaid, return receipt requested, at the following address:

City of Park Ridge Police Department
Park Ridge City Hall
505 Butler Place
Park Ridge, Illinois 60068

or by personal delivery of any such notice delivered to an employee of the Police Department at its administration office during the regular business hours of said office.

6. MODIFICATION

The agreements, covenants, terms and conditions herein contained may be modified only through written mutual consent of the parties hereto.

7. ASSIGNMENT

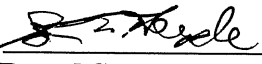
Neither party may assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

**BOARD OF EDUCATION
OF PARK RIDGE – NILES
SCHOOL DISTRICT NO. 64,
COOK COUNTY, ILLINOIS**

By: 
Its: **Board President**

Date: 11/18/13

Attest: 
Its: **Board Secretary - Pro Tem**

Date: 11/18/13

**CITY OF PARK RIDGE
POLICE DEPARTMENT, COOK
COUNTY, ILLINOIS**

By: _____
Its: _____

Date: _____

Attest: _____

Date: _____