

RESOLUTION

VILLAGE OF GILBERTS

A Resolution authorizing an Intergovernmental Agreement between the Village of Gilberts Police Department and Community District 158 to provide for reciprocal reporting

Be it Resolved by the President and Board of Trustees of the Village of Gilberts, Kane County, Illinois that:

Section 1:

The Village of Gilberts hereby authorizes the Village President and Village Clerk to execute an intergovernmental agreement between the Village of Gilberts and Community District 158 to provide for a reciprocal reporting system between the school district and local law enforcement agencies regarding criminal offenses committed by students. The agreement is attached hereto and made part hereof as Exhibit A as approved.

Section 2:

This resolution shall be in full force and in effect from and after its passage and approval pursuant to law.

Passed this 20th day of June, 2017 by a roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Jeanne Allen	✓	_____	_____	_____
Trustee Dan Corbett	_____	_____	✓	_____
Trustee Lou Hacker	✓	_____	_____	_____
Trustee Nancy Farrell	✓	_____	_____	_____
Trustee Elissa Kojzarek	✓	_____	_____	_____
Trustee Guy Zambetti	✓	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____

APPROVED THIS 20th DAY OF June, 2017

[Signature]

Village President, Rick Zirk



ATTEST:

[Signature]

Village Clerk, Debra Meadows

Published:

6/21/2017

**INTERGOVERNMENTAL AGREEMENT:
RECIPROCAL REPORTING OF CRIMINAL ACTIVITY
between
HUNTLEY COMMUNITY SCHOOL DISTRICT NO. 158 and
VILLAGE OF GILBERTS, ILLINOIS**

This Agreement is entered into on the 20th day of June, 2017, by and between Huntley Community School District No. 158 (the "School District") and the Village of Gilberts, Illinois (the "Village").

The parties to this Agreement have come together in an effort to review the safety of our schools. The parties realize that schools must remain a safe haven if our youth are to learn and meet the challenges of the future. Further, the presence and introduction of criminal activity within a school setting represents threats to the necessary security of an educational environment.

In response to public interest and statutory requirements, including Section 10-20.14 of the School Code (105 ILCS 5/10-20.14), the undersigned hereby agree to the following provisions regarding the reporting of criminal activity and suspected criminal activity involving students and personnel of the School District:

1. The School District shall designate an administrator employed by the School District as its representative who will be responsible for maintaining the physical security and safety of the schools in the School District.

2. The Village shall designate an officer or official from the Village of Gilberts Police Department ("Police Department") to be its representative and point of contact for the purposes of this Agreement.

3. The School District representative and the Police Department representative may arrange periodic meetings as needed to improve general communication between the parties and share information relevant to criminal activity affecting the educational community.

4. The following provisions apply to students under 18 years of age:

a. The Police Department representative will report to the School District representative when a student under 18 years of age enrolled in the School District has been investigated, arrested, or taken into custody for those offenses for which juvenile records may be disclosed by law, including without limitation those offenses enumerated in 705 ILCS 405/1-7(A)(8) and 5-905(1)(h), where the Police

Department believes there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds.

b. The School District's representative will report to the Police Department when the School District knows or reasonably believes that a student under 18 years of age enrolled in the School District who lives within the Police Department's jurisdiction has committed or been the victim of any of the following activities, subject to subsection c.1. of this Paragraph 4:

1) All cases involving illegal or controlled substances under the Cannabis Control Act (720 ILCS 550/1, et seq.) and the Illinois Controlled Substances Act (720 ILCS 570/100, et seq.);

2) All cases involving possession of or use of weapons or any instruments used as weapons in an injurious, threatening, provoking or insulting manner; and

3) All other criminal offenses classified as a Felony or a Class A or B Misdemeanor.

The School District's representative's duty to report such activities is limited to activities occurring on school property, on school conveyances, off school grounds at a school-related activity, or against school personnel.

c. Reports representing reciprocal information exchange under this Section 4 of this Agreement shall comply with the following provisions:

1) The School District shall only provide a written report or otherwise disclose student educational records to the Police Department as necessary for the discharge of their official duties before the student's case is adjudicated by the Juvenile Court, or in connection with an emergency if the knowledge of such information is necessary to protect the health or safety of the student or others, except that information provided pursuant to Paragraph 6 of this Agreement need not comply with this requirement. The Police Department certifies that it will not disclose educational records to any other party except as provided by State law without the prior written consent of the student's parent or guardian.

2) Information provided to the School District by the Police Department about a student who is the subject of a current police investigation that is directly related to school safety shall be verbal only, and shall be used by the appropriate School District officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the student.

3) All reports should identify the student by name and describe the circumstance of the alleged criminal activity.

4) Reports by the School District should be made as soon as possible after the School District's representative reasonably suspects a student is involved as a victim or accused.

5) Reports by the Police Department should be made within 24 hours of the student having been investigated, arrested, or taken into custody, provided that if a student is the subject of a current investigation directly related to school safety, a report shall be made to the School District representative as soon as is reasonably possible.

6) All information, whether verbal or written, may be disseminated by any representative to any employees of his or her agency, when the representative reasonably believes such dissemination is necessary to further the objectives stated in this Agreement.

7) Any information provided to the School District that is derived from law enforcement records shall be kept separate from and shall not become a part of any student's official school record, and shall not be a public record.

d. The School District's representative may confer with the Police Department representative without identifying the involved student in order to ascertain whether misconduct in a particular case rises to the level of a criminal offense.

e. The Police Department shall notify the School District's representative whenever a student enrolled in the School District is detained for proceedings under the Juvenile Court Act (705 ILCS 405/1-1 *et seq.*), or for any criminal offense or

violation of a municipal or county ordinance. Such notification should include the basis for the student's detention, circumstances surrounding the events which led to the detention, and the status of the proceedings.

f. This Agreement shall represent the Police Department request for the information as discussed in the Agreement prior to a student's adjudication, which the Police Department agrees to use only in the discharge of their official duties.

5. The following provisions apply to students age 18 or over and School District personnel:

a. The School District's representative and the Police Department representative will report to each other upon request all criminal offenses (felonies and misdemeanors), and ordinance violations involving criminal conduct, when committed by or against a student age 18 or over enrolled in the School District, or by an employee of the School District, subject to subsection b.1 of this Paragraph 5; provided, however, that the Police Department will report to the School District representative any criminal offense by a student aged 18 years or over or School District personnel where the City's representative believes there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds, even in the absence of a request for such report from the School District. The School District's representative's duty to report such activities under this subparagraph is limited to activities occurring on school property, on school conveyances, off school grounds at a school-related activity, or against school personnel.

b. Reports representing reciprocal information exchange under this Paragraph 5 of this Agreement shall comply with the following provisions:

1) The School District shall only provide a written report or otherwise disclose student educational records to the Police Department as necessary for the discharge of their official duties before the student's case is adjudicated by the Juvenile Court, except that information provided pursuant to Paragraph 6 of this Agreement need not comply with this requirement. The Police Department certifies that it will not disclose educational records to any other party except as provided by

State law without the prior written consent of the student or the student's parent or guardian.

2) The report should identify the student or School District employee by name and describe the circumstance of the alleged criminal activity.

3) All information, whether verbal or written, may be disseminated by any representative to any employees of his or her respective agency, when the representative believes such dissemination is necessary to further the objectives stated in this Agreement.

c. The Sheriff's Office shall make available to the School District's representative notice of all arrests of students and School District employees when such arrests involve those incidents described in paragraph 4a. of this Agreement.

6. The School District shall immediately report the following criminal activity to the Law Enforcement Agencies (allowing for a reasonable amount of time for the School District to investigate the alleged criminal activity):

a. Upon receipt of a written complaint from any school personnel, the Superintendent or the School District's representative shall report all incidents of battery committed against teachers, teacher personnel, administrative personnel, or educational support personnel (105 ILCS 5/10-21.7).

b. Upon receipt of any report from a School District official or any other person, the School District's principal, Superintendent, or representative shall report any person observed on school grounds, a school conveyance, or a public way within 1,000 feet of school grounds in possession of a firearm (105 ILCS 5/10-27.1A).

c. Upon receipt of any report from any School District personnel, the Superintendent or the School District's representative shall report any drug-related incidents occurring in school, on school property, or in school conveyances, if the incident is verified by School District personnel (105 ILCS 5/10-27.1B).

7. The Police Department representative will report to the School District representative the identity of a victim of aggravated battery, battery, attempted first-degree murder, or another non-sexual violent offense, if the presiding judge of the juvenile court has approved such disclosure.

8. All information provided or shared under this Agreement shall remain confidential and shall be disclosed only to the persons as identified in this Agreement.

9. The ILLINOIS CRIMINAL CODE, the ILLINOIS JUVENILE COURT ACT, and the ILLINOIS SCHOOL CODE shall be used as the references for needed definitions and interpretations.

10. This Agreement may be terminated by either party at any time upon 30 days' written notice to the other party.

11. This Agreement may be modified or amended from time to time, provided however, that no such amendment or modifications shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

12. If any of the provisions of this Agreement or the application of such provision is rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions or provisions of this Agreement shall remain in full force and effect.

13. In no event shall either party be liable to the other party for the failure to provide or share such information as described herein, whether through inadvertence or otherwise.

14. The term of this Agreement shall commence on the date that it is fully executed by both parties, and shall remain in effect for a period of one year. This Agreement shall automatically renew for additional one year terms until this Agreement is terminated by either party pursuant to Section 10.

Signed:

Dr. John Burkey, Superintendent
Huntley Community School District No. 158

Date: _____



Name/Title Village President
Village of Gilberts, Illinois

Date: 01/20/2017