

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL REPORTING AND
DIGITAL IMAGE ACCESS BETWEEN THE VILLAGE OF NORTHFIELD AND THE BOARD
OF EDUCATION OF SUNSET SCHOOL DISTRICT NO. 29**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the Board of Education of Sunset School District No. 29, Cook County, Illinois ("School District"), and the Village of Northfield, a municipal corporation ("Village") ("Agreement").

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, Section 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act, Sections 10-20.14, 10-21.7, 10-27.1A&B and 22-20 of the Illinois School Code, and Section 10/6(a)(6.5) of the Illinois School Student Records Act provide for and authorize agreements between local law enforcement agencies and school districts for reciprocal reporting of criminal offenses committed by students; and

WHEREAS, the School District has installed a digital camera system at Middlefork and Sunset Ridge Schools to enhance security and safety at the school, and the Village Police Department has informed the School District that if the Village Police Department were granted access to the images created by the School District's digital camera system, the Police Department would be better situated to assist the School District in the case of an emergency situation that endangered students, employees, or School District property;

WHEREAS, the School District and the Village are desirous of entering into this Agreement for the purposes of promoting safety, security, and order for the staff, students, and premises at the School District and of establishing a cooperative relationship between the School District's and the Village's law enforcement efforts;

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 Village agree as follows:

I. RECIPROCAL REPORTING

A. General Cooperation

1. The Superintendent of the School District will provide the Village Police Chief with a list of administrators ("School Officials") to be contacted as needed. The list will contain regular and emergency telephone and pager numbers (if applicable) and identify which administrators are to be contacted for various types of problems and the order in which the administrators are to be contacted. The administrators identified shall be considered the "Appropriate School Officials" for purposes of § 1-7(a)(8) of the Juvenile Court Act.

2. The Village Police Chief will provide the Superintendent of the School District with the names and titles of a primary and two back up contacts (“Police Officials”) responsible for implementing this Agreement. The officers shall provide their regular and emergency telephone and pager numbers (if applicable).
3. The Superintendent and Police Chief may, as they deem necessary and upon written notice, designate different persons to the respective positions of School Official and Police Official.
4. School Officials and Police Officials will meet to facilitate and review implementation of this Agreement as often as necessary.
5. Nothing in this Agreement is intended to limit or restrict the duty and authority of school personnel to request police services for disturbances or other emergencies occurring in or around any school building, 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 law enforcement investigations, including but not limited to providing witness statements and testimony.

B. Reporting of Student Criminal Activity

1. *By School Officials to Police Officials*
 - a. School Officials will promptly report to Police Officials the activity of students who attend a School District school that involves or is suspected to involve:
 - i. Criminal gang activity;
 - ii. Criminal sexual offenses;
 - iii. Any violation of Article 24 of the Criminal Code, 720 ILCS 5/24-1 et seq, or weapons such as guns and knives, explosives, impact devices, or any item used as a weapon;
 - iv. Sale of drugs or other intoxicants;
 - v. Possession of drugs or other intoxicants;
 - vi. Fights or other violent activity which might reasonably carry over into the community;
 - vii. Abuse, neglect, lock-out, and runaway situations;
 - viii. Acts of vandalism;

- ix. Hate crimes;
 - x. Other activities involving students which threaten the safety of students or any other person on or off District property; or
 - xi. Any state or federal crime occurring or which has occurred on school property or at a school event that might reasonably carry over into the community.
- b. Upon receipt of a written complaint from any school personnel, the Superintendent shall report all incidents of battery committed against a school employee to Police Officials. 105 ILCS 5/10-21.7.
 - c. School Officials will immediately report to Police Officials any time a report is made that a person with a firearm has been observed on school grounds. 105 ILCS 5/10-27.1A.
 - d. School Officials will immediately report to Police Officials any time a report is made of a verified incident involving drugs on school grounds. 105 ILCS 5/10-27.1B.
 - e. Where violence or other activity poses an imminent threat to the safety of students or any other person, the information will be shared as soon as possible; otherwise, the information will be shared not later than two business days after the information becomes known to School Officials.
 - f. Information shared under Section I.B.1.a above shall be disclosed in accordance with Section 10/6(a)(6.5) of the Illinois School Student Records Act. All information disclosed and communications made under this Agreement are therefore to remain confidential and will not be disclosed to any other party, except as provided by law or court order. Section 10/6(a)(6.5) of the Illinois School Student Records Act provides that 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, law enforcement officers and prosecutors, and others as defined in Section 10/6(a)(6.5).

2. *By Police Officials to School Officials*

- a. As provided by Section 1-7(a)(8) of the Juvenile Court Act, Police Officials will share law enforcement records with School Officials that relate to the following offenses or suspected offenses with respect to a minor enrolled in

one of the School District's schools who has been taken into custody or arrested when Police Officials believe 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:

- i. Any violation of Article 24 of the Criminal Code (720 ILCS 5/24 seq.) (weapons);
 - ii. A violation of the Illinois Controlled Substances Act (720 ILCS 570/100, et seq.);
 - iii. A violation of the Cannabis Control Act (720 ILCS 550/1, et seq.);
 - iv. A forcible felony as defined in Section 2-8 of the Criminal Code (720 ILCS 5/2-8);
 - v. A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 et seq.);
 - vi. A violation of Section 1-2 of the Harassing and Obscene Communications Act (720 ILCS 5/26.5);
 - vii. A violation of the Hazing Act (720 ILCS 5/12C-50); or
 - viii. 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 (720 ILCS 5/) (bodily harm and mob action).
- b. Police Officials will share information with School Officials concerning a minor who is the subject of a current police investigation that is directly related to school safety. Such information may only be shared orally. An investigation means an official, systemic inquiry by Police Officials into actual or suspected criminal activity.
 - c. As required by Section 22-20 of the Illinois School Code, Police Officials shall report to the School District's Principal or designee whenever a student 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 detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur and with the disposition of the matter.

C. Confidentiality and Records

1. *Content of Criminal Activity Information.* All criminal activity information shall include the names of all involved persons, including School 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.
2. *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. 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 this Agreement or by law.
3. *Non-Educational or School Records.*
 - a. School Officials shall follow State and federal laws regarding student records.
 - b. All reports and records shared by Police Officials with School Officials shall be kept in a secure location and shall not be a public record. Such information shall be kept separate from and shall not become a part of the student's official school record. The information 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.

II. VILLAGE ACCESS TO IMAGES FROM SCHOOL DISTRICT DIGITAL CAMERAS

- A. Provision of Digital Camera System Software. The School District shall provide the Village Police Department with the necessary software to enable the Village Police Department to view real time images created by the School District digital cameras on Village Police Department computers. The Village shall use reasonable and good faith efforts to enter into any required software license agreement with the vendor of the software at the Village's sole cost.
- B. Limited Viewing. Individuals authorized to view images created by the School District digital cameras shall be limited to
 1. The Village Police Chief;
 2. Village Police Department employees authorized by the Chief or, in the absence of the Chief, the Chief's designee; and

3. The Village's IT employees authorized by the Chief, or in the absence of the Chief, the Chief's designee

(collectively, "Authorized Viewers"). The Village shall not permit any individual, including Authorized Viewers, to view images created by the School District digital cameras on a routine basis. Authorized Viewers shall only view real time or recorded images created by the School District digital cameras when viewing is

1. Necessary or prudent, as determined by the Village, for the Village Police Department to deter or protect against an imminent and substantial threat that is likely to result in significant bodily harm or damage to School District property;
2. Necessary or prudent for training purposes, with notice of the date, time, and purpose to the School Principal or designee; or
3. Consented to by the School District for investigative purposes.

C. Limited Retention. The School District's digital images are automatically recorded and maintained for a limited period. The Village shall not retain any recordings beyond the automatic maintenance period unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity. The Village will provide notice to the Superintendent of such extended maintenance.

D. Freedom of Information Act. If the Village receives a Freedom of Information Act request for any School District digital images, the Village shall immediately notify the School District and work in good faith with the School District before responding to the Freedom of Information Act request.

E. School Student Records.

1. The images created on the School District's digital cameras are created for security purposes and are therefore not school student records as defined by Section 2 of the Illinois School Student Record Act, 105 ILCS 10/2, and Section 375.10 of Title 23 of the Illinois Administrative Regulations, 23 ILADC 375.10. Such images may, however, become school student records if subsequently used by the School District in a student disciplinary matter.
2. The School District shall notify the Village Police Chief of any recordings that become school student records. The Village shall, if permitted by law, erase any images that the Village has retained that have become school student records, unless such images are part of an active or reasonably contemplated police investigation into actual or suspected criminal activity.

3. Any images that the Village maintains that have become school student records must be kept strictly confidential and only disclosed
 - a. With prior approval of the Superintendent of the School District or the Superintendent's designee;
 - b. In the case of an emergency as defined in Section 375.60 of Title 23 of the Illinois Administrative Regulations, 23 ILADC 375.60; or
 - c. In good faith consultation with the Superintendent of the School District or the Superintendent's designee and in accordance with the Illinois School Student Records Act. 105 ILCS 10/6.

III. OTHER TERMS AND CONDITIONS

- A. Complete 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.
- B. Term and Renewal. This Agreement shall immediately take effect on the effective date, as set forth in Section III.H of this Agreement and shall be in full force and effect for a period of two years thereafter. This Agreement shall automatically renew for successive two-year periods unless terminated as provided below.
- C. Termination. This Agreement may be terminated at any time upon 30 days advance written notice by either party. ***[Section II of this Agreement may be terminated at any time upon 30 days advance written notice by either party without terminating the other Sections of this Agreement.]***
- D. Amendments and Modifications. 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 signed by an authorized representative of the parties.
- E. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- F. Information. Information may be communicated verbally among the designees at any time deemed necessary by the designees.
- G. Indemnification. To the fullest extent permitted by law, the School District agrees to indemnify and hold harmless the Village, its officers, officials, agents, volunteers,

employees, and their successors and assigns, in their individual and official capacities (the "Village Indemnified Parties") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the Village Indemnified Parties arising out of any activity of the School District in performance of this Agreement, or any act or omission of the School District or of any employee, agent, contractor, or volunteer of the School District (the "School Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the School Indemnitors.

To the fullest extent permitted by law, the Village agrees to indemnify and hold harmless the School District, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the "School Indemnified Parties") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the Village in performance of this Agreement, or any act or omission of the Village or of any employee, agent, contractor or volunteer of the Village (the "Village Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the Village Indemnitors.