

**HOMEWOOD SCHOOL DISTRICT 153  
AND  
VILLAGE OF HOMEWOOD**

**INTERGOVERNMENTAL RECIPROCAL  
REPORTING AGREEMENT**

This Agreement is made and entered into by and between the Board of Education, of Homewood School District Number 153, Cook County, Illinois (“School District”), and the Village of Homewood, Cook County, Illinois, on behalf of its Police Department (“Police Department”).

**WHEREAS**, Article VII, Section 10 of the Constitution of the State of Illinois authorizes units of local government, including school districts and villages, to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance, and

**WHEREAS**, Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any powers, privileges, functions, or authority exercised, or which may be exercised, by a unit of government may be exercised, combined, transferred, and enjoyed jointly with any other unit of local government where not prohibited by law; and

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act (5 ILCS 220/5) further provides that any one or more units of local government may contract to perform any governmental service, activity, or undertaking which any unit of local government entering into the contract is authorized by law to perform, provided such contract shall be approved by the governing body of each party to the contract, and

**WHEREAS**, Section 10-20.14(b) of the Illinois School Code (105 ILCS 5/10-20.14(b)) requires that the School District’s parent-teacher advisory committee, in cooperation with local law enforcement agencies and the school board, establish and maintain with local law enforcement agencies a reciprocal reporting system regarding criminal offenses committed by students; and

**WHEREAS**, Section 6 of the Illinois Student Records Act (105 ILCS 10/6) and the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g) permit a school district to disclose records or information contained therein to local law enforcement officers, when necessary for the discharge of their official duties, who request the information prior to 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 the court; and

**WHEREAS**, Section 22-20 of the School Code (105 ILCS 5/22-20) requires local law enforcement agencies to report to the principal of any public school whenever a student enrolled in the school is detained for proceedings under the Juvenile Court Act of 1987 or for any criminal offense or any violation of a municipal or county ordinance; and

**WHEREAS**, Section 1-7 of the Juvenile Court Act of 1987 (705 ILCS 405/1-7) permits appropriate school officials to inspect and copy law enforcement records under a reciprocal reporting system concerning a minor enrolled in the school district who has been arrested, or taken into custody, for one of certain specified circumstances; and

**WHEREAS**, Section, 5-905(1)(h) of the Juvenile Court Act of 1987 (705 ILCS 405/5-905(1)(h)) permits appropriate school officials to inspect and copy law enforcement records that relate to a minor (under the age of 18) enrolled in the school district for one of certain specified circumstances, and

**WHEREAS**, the School District and the Village have determined that it is in their respective best interest to establish a reciprocal reporting system regarding criminal offenses committed or alleged to have been committed by students;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and the recitals set forth above, it is hereby mutually agreed between the School District and the Village as follows:

1. **ESTABLISHMENT OF REPORTING SYSTEM.** The School District and the Village hereby enter into this Agreement to establish and maintain a reciprocal reporting system between the School District and the Police Department regarding juvenile and criminal offenses involving students.
2. **REPORTING AND INFORMATION SHARING.** The School District and the Village acknowledge and agree to act in good faith to comply with the reporting responsibilities and limitations set forth herein, and as required by applicable law.
3. **DESIGNATED REPRESENTATIVES.** The School District designates the School District's Superintendent and the Principals and Assistant Principals in each of the School District's school buildings as Appropriate School Officials to act as liaison with the appropriate law enforcement official from the Village and to perform the functions of such officials as provided in the Juvenile Court Act of 1987 and under this Agreement. The School District's Superintendent may designate additional School District employees or

officials as Appropriate School Officials. The Village designates the Village's Chief of Police and such additional persons as the Chief of Police designates to serve as the Police Department Representative to act as a liaison with the Appropriate School Officials. Additional designations shall be made with notification to the other party.

Appropriate School Official and Police Department Representatives may communicate verbally with each other as deemed necessary. Said official shall arrange meetings, as needed, to share information regarding criminal offenses committed by students consistent with this Agreement and to otherwise facilitate and review enforcement of this Agreement. Information and records shared at such meetings may be verbally communicated among said officials. Information shared in written form, where authorized by State and federal law, may be transmitted among the Appropriate School Officials and Police Department Representatives by any agreed-upon method, including but not limited to the following: U.S. mail, electronic mail, personal delivery, or facsimile transmission, provided appropriate security safeguards are utilized.

4. **SCHOOL DISTRICT REPORT OF STUDENT CRIMINAL ACTIVITY.** The School District, acting through the Appropriate School Official, may report to the Police Department Representative any alleged or suspected criminal activities committed by a School District student.

The School District, acting through the Appropriate School Official, must report immediately or as otherwise indicated, to the Police Department Representative certain incidents involving firearms, drugs, and attacks on school personnel as set out below. When a report is required of both the Superintendent and a Principal, a single report from one or the other shall meet the duty to report.

- (a) **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, pursuant to 105 ILCS 5/10-27.1A.
- (b) **Attacks on School Personnel.** Upon receipt of a written complaint from school personnel, all incidents of battery committed against teachers, teacher personnel, administrative personnel, or educational support personnel, pursuant to 105 ILCS 5/10-21.7.
- (c) **Drugs.** Any verified incident involving drugs in a school or on school-owned or leased property or on any transportation that is owned, leased, or used by the school for its students or school personnel, pursuant to 105 ILCS 5/10-27.1B. “Drug” means “cannabis” as defined under 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).
- (d) **Cannabis, Illegal Drugs or Controlled Substances on or Near School Grounds.** Within 48 hours of becoming aware, a report of any violation of the Cannabis Control Act, the Illinois Controlled Substances Act, or the Methamphetamine Control and Community Protection Act, 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, pursuant to 105 ILCS 127/2.

- 5. SCHOOL DISTRICT RELEASE OF SCHOOL STUDENT RECORDS AND RECORD INFORMATION TO POLICE DEPARTMENT.** School officials shall follow state and federal laws regarding school student records, which are considered confidential, and no school student records, or information contained therein, may be released, transferred, or disclosed, except with parental consent or as otherwise permitted by Illinois School Student Records Act, 105 ILCS 10/1 *et seq.* The parties recognize that the following exceptions permit the release of student records and information to the Police Department without parental consent:

- (a) **Adjudication of Student by Juvenile Court.** The School District may release student records and information to the Police Department, upon the request of the Police Department, 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.
- (b) **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 the health or safety of the student or other persons, provided that the parents of the student are notified, no later than the next school day after the date the information is released, the date of the release, the fact that the information was shared with the Police Department,

and the purpose of the release. Pursuant to 23 Ill. Admin Sec. 375.60, the factors to be considered in determining whether an emergency exists requiring the release of student information should include:

- (i) **Degree of Threat.** Seriousness of threat to health or safety of the student or others;
- (ii) **Need.** Need for records to meet the emergency;
- (iii) **Police Involvement.** Whether the Police Department is in a position to deal with the emergency; and
- (iv) **Urgency.** Extent to which time is of the essence in dealing with the emergency.

- (c) **Law Enforcement Records Not School Records.** It is recognized that, pursuant to 105 ILCS 10/2(d), the information maintained by law enforcement officers working in the school are not student records.

**6. POLICE DEPARTMENT TO SHARE LAW ENFORCEMENT DATA WITH SCHOOL DISTRICT.** The Police Department shall comply with applicable State and federal law in implementing these procedures. In furtherance of the information-sharing hereunder, a Police Department Representative shall, upon request by an Appropriate School Official and to the extent permitted by law:

- (a) **Students Under 18 Years Old.** Provide copies of law enforcement records to, or permit inspection of those records by, Appropriate School Officials for minors enrolled in the School District if the minor has been arrest or taken into custody before his or her 18<sup>th</sup> birthday for the offenses listed below, provided that the Police Department or 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. Inspection and copying shall be limited to law enforcement records transmitted to the Appropriate School Officials.

- (i) any violation of Article 24 of the Criminal Code of 1961;
- (ii) a violation of the Illinois Controlled Substance Act;
- (iii) a violation of the Cannabis Control Act;
- (iv) a violation of the Methamphetamine Control and Community Protection Act; and
- (v) a forcible felony as defined in Section 2-8 of the Criminal Code of 1961;
- (vi) a violation of Section 1-2 of the Harassing and Obscene Communications Act;
- (vii) a violation of the Hazing Act; 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 of 1961.

The information derived from the law enforcement records shall be kept separate from and shall not become part of the official school records of that child and shall not be a public record. The information shall be used solely by the Appropriate School Officials to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school.

Any information provided to Appropriate School Officials whom the School District has determined to have a legitimate educational or safety interest by the Police Department 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 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 Police Department shall be kept separate from and shall not become a part of the official school records of the child and shall not be a public record.

(b) **Students Over 18 Years Old.** Provide copies to, or authorize inspection by the school District, pursuant to 5 ILCS 140/2.15, of the following records for persons of 18 years of age or older, who are enrolled in the School District:

(i) **Arrest Information.** Chronologically maintained arrest and criminal history information, including (i) information that identifies the individual, including the name, age, address, and photograph, when and if available; (ii) information detailing any charges relating to the arrest; (iii) the time and location of the arrest; (iv) the name of the investigating or arresting law enforcement agency; (v) if the individual is incarcerated, the time and date that the individual was received into, discharged from, or transferred to the arresting agency's custody; and



- (ii) **Criminal History Records.** Information that may be maintained by the Police Department including, (i) court records that are public; or (ii) records that are otherwise available under State or local law.

**7. POLICE DEPARTMENT DUTY TO SHARE DETENTION INFORMATION WITH SCHOOL DISTRICT.**

- (a) **Report to School District That Student Has Been Detained.** Pursuant to 105 ILCS 5/22-20, the Police Department shall report to the School Principal of any school in the School District or other Appropriate School Official whenever a child enrolled in the school is detained for proceedings under the Juvenile Court Act of 1987, 705 ILCS 405/1-1, *et seq.*, or for any criminal offense or violation of a municipal or county ordinance. This report shall 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 Appropriate School Official of developments when a child is being held in a detention center and the disposition of the matter.
- (b) **Records Regarding Student Detention.** Any information provided pursuant to this Section 7 must be kept separate from and not become a part of the official school records of the child. Such records are not a public record and can be used solely by the Appropriate School Officials to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school.

- 8. COOPERATION BETWEEN SCHOOL DISTRICT AND POLICE DEPARTMENT.** Nothing in this Agreement 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.
- 9. AGREEMENT REVIEW.** This Agreement shall be reviewed annually by the School District, its parent-teacher advisory committee on student discipline, and the Village. All changes must be reduced to writing and made a part of this Agreement by amendment.
- 10. TERM OF AGREEMENT.** This Agreement shall commence upon the date signed by both parties and shall remain in effect until terminated by either party by giving thirty (30) days advance notice in writing.
- 11. TRANSMISSIONS.** Except as otherwise provided herein, information and notifications in furtherance of this Agreement may be transmitted between the District and the Village orally or in writing to the other party.
- 12. NON-DISCLOSURE.** No information or notices, as provided for herein, shall be disclosed or made available in any form to any person or agency outside this Agreement unless specifically required by law or by court order.
- 13. NOTICES.** Notices and information transmitted by U.S. mail shall be addressed as follows:

[Name of Liaison]  
District Liaison  
Homewood School District 153  
18205 Aberdeen Street  
Homewood, Illinois 60430

[Name of Liaison]  
Village Liaison  
Homewood Police Department  
17950 Dixie Highway  
Homewood, Illinois 60430

**14. CONSTRUCTION OF STATUTORY FUNCTIONS.** All references to statutes or rules herein shall include amendments to those statutes or rules. All functions assigned in this Agreement with express reference to a statute or rule shall be construed to include additional functions assigned and additional limitations made by amendment to the statute or rule or by judicial interpretation of that statute or rule.

**15. EXECUTION BY COUNTERPART.** This agreement may be executed in multiple counterparts which shall each have the effect of an original document.

**IN WITNESS WHEREOF,** the undersigned represent that this Agreement has been adopted and approved by the proper action of the governing boards of the School District and the Village.

**BOARD OF EDUCATION  
HOMEWOOD SCHOOL DISTRICT 153,  
COOK COUNTY, ILLINOIS**

**VILLAGE OF HOMEWOOD,  
COOK COUNTY, ILLINOIS**

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Secretary, Board of Education

Attest: \_\_\_\_\_  
Village Clerk

Date of Adoption: \_\_\_\_\_

Date of Adoption: \_\_\_\_\_