

**RESOLUTION NO. R-2021-18**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A 2021 RECIPROCAL REPORTING AGREEMENT  
ENTERED INTO BETWEEN THE VILLAGE OF MAYWOOD AND  
MAYWOOD-MELROSE PARK-BROADVIEW SCHOOL DISTRICT NO. 89**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood ("Village") desire to enter into an intergovernmental agreement entitled "2021 Reciprocal Reporting Agreement Entered Into Between the Village of Maywood and Maywood-Melrose Park-Broadview School District No. 89" ("2021 Agreement") for the purpose of complying with State and federal laws that impose certain reporting requirements on local law enforcement agencies and public schools to enhance the cooperation, reporting and communications to improve the flow of information between educators and law enforcement personnel relating to violent or criminal activity by school-aged children in an effort to rehabilitate the offender, but also to protect the other school children and school employees. A copy of the 2021 Agreement is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the Board of Education of Maywood-Melrose Park-Broadview School District No. 89 ("School District") desires to enter into the attached 2021 Agreement; and

**WHEREAS**, under Public Act 097-1104, which became effective in January 2013, the Illinois legislature adopted new regulations in regard to reciprocal reporting agreements. In order to comply with the amended State laws, the respective corporate authorities of the School District and the Village now desire to enter into the attached 2021 Agreement; and

**WHEREAS**, the attached 2021 Agreement has been prepared to comply with Section 10-20.14 of the Illinois School Code (105 ILCS 5/10-20.14), Section 1-7 of the Juvenile Court Act of 1987 (705 ILCS 405/1-7), Section 22-20 of the Illinois School Code (105 ILCS 5/22-20), Section 6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/6(a)(6.5)), and the Family Educational and Privacy Rights Act (20 U.S.C. 1232g); and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood are authorized, under the applicable State laws and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), to approve the attached 2021 Agreement, and they have determined that it is in the best interests of the Village, its residents, property owners, Village businesses, the public, and the minor children who attend and the employees who work at the School District to approve the attached 2021 Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The President and Board of Trustees of the Village of Maywood approve and authorize the execution of an intergovernmental agreement entitled “2021 Reciprocal Reporting Agreement Entered Into Between the Village of Maywood and Maywood-Melrose Park-Broadview School District No. 89” (“2021 Agreement”), and direct the Village President and Clerk, or their designees, to execute the final version of the Agreement, which may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney. The Village President and Clerk, or their designees, are further authorized to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. A copy of the 2021 Agreement is attached hereto as **Exhibit “A”** and made a part hereof.

**SECTION 3:** In furtherance of the above approval, the President and Board of Trustees of the Village of Maywood authorize and direct the Village President, the Village Clerk and the Director of Law Enforcement Services, or their designees, to take all required, necessary and appropriate actions to comply with the requirements of the 2021 Agreement and to execute such other documents as may be necessary or convenient to allow the Village to fulfill the obligations under the 2021 Agreement and the directives under this Resolution.

**SECTION 4:** This Resolution shall be effective from and after its passage and approval as provided by law.

**ADOPTED** this 1<sup>st</sup> day of June, 2021, pursuant to a roll call vote as follows:

**AYES:** Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** None

**APPROVED** this 1<sup>st</sup> day of June, 2021, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

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Nathaniel George Booker, Village President

**ATTEST:**

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Gwaine Dianne Williams, Village Clerk

**Exhibit "A"**

**2021 Reciprocal Reporting Agreement  
Entered Into Between the Village of Maywood  
and Maywood-Melrose Park-Broadview School District No. 89**

(attached)



## **INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL REPORTING AND SURVEILLANCE SYSTEM ACCESS**

The Parties to this Agreement are:

- The Board of Education of Maywood – Melrose Park – Broadview School District 89, Cook County, Illinois (the “School District”); and
- The Police Department of Maywood (“the Municipality”), on behalf of its Police Department (the “Police Department”).

This Agreement is made and entered into by the Parties on the date set forth in the signature section (below), by authority of the Illinois Constitution (Article VII, Section 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3), pursuant to which public entities are authorized to contract or otherwise associate among themselves, to obtain or share services and to exercise, combine, or transfer any power or function, and to jointly exercise any powers, privileges, functions, or authority which may be exercised by either.

### **PART 1 – RECIPROCAL REPORTING**

The reciprocal reporting system established in this Part 1 is authorized pursuant to Sections 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act of 1987, 705 ILCS 405/1-7(A)(8) and 5-905(1)(h), Sections 10-20.14 and 22-20 of the Illinois School Code, 105 ILCS 5/10-20.14 and 22-20, and Section 6(a)(6.5) of the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5). The provisions herein 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 Police Department and School District 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” and the “Police Officials”) who shall transmit information and receive information from the designees of each agency and have primary responsibility for implementing these guidelines. The designees identified by the School District shall be considered the “appropriate school officials” for purposes of Sections 1-7(A)(8) and 5-905(1)(h) of the Juvenile Court Act (705 ILCS 405/1-7(A)(8) and 705 ILCS 5-905(1)(h)) whom the School District has determined to have a legitimate educational or safety interest.
- 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 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 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, e-mail, 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 Police Department to the School District

1. As provided by Sections 1-7(a)(8) and 5-905(1)(h) 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 School District 89, if the minor has been taken into custody or arrested before his/her 18th birthday, 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:
  - a. Any violation of Article 24 of the Criminal Code (720 ILCS 5/24-1 *et seq.*) (Deadly Weapons);
  - b. A violation of the Illinois Controlled Substances Act (720 ILCS 570/100 *et seq.*);
  - c. A violation of the Cannabis Control Act (720 ILCS 550/1 *et seq.*);
  - d. A forcible felony as defined in Section 2-8 of the Criminal Code (720 ILCS 5/2-8);
  - e. A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 *et seq.*);
  - f. A violation of Section 1-2 of the Harassing and Obscene Communications Act (720 ILCS 5/26.5 *et seq.*);
  - g. A violation of the Hazing Act (720 ILCS 5/12C-50); 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 (720 ILCS 5/) (bodily harm and mob action).
2. 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 School Officials to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school. If School Officials and Police 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.
3. 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.

This shall consist of oral information only and not written law enforcement records, and shall be used solely by School 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 a law enforcement agency into actual or suspected criminal activity.

4. As required by Section 22-20 of the Illinois School Code, Police Officials shall report to the principal of a minor's public school whenever the minor 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 detention, and the status of the proceedings. Police Officials shall periodically update the report as appropriate to notify the principal of developments and the disposition of the matter.
5. Although the provisions of the Juvenile Court Act do not apply to students aged 18 or older, Police Officials shall provide School Officials with the same information regarding suspected criminal offenses committed by students ages 18 and older as is reported for students included in the scope of the Juvenile Court Act under this Agreement.

**B. By the School District to the Police Department**

1. Pursuant to 105 ILCS 5/10-27.1A, the School District will report any verified incident involving a firearm in a school or on school-owned or leased property (including on any transportation that is owned, leased or used by the school for its students or school personnel).
2. Pursuant to 105 ILCS 5/10-27.1A, upon receiving a report from any school staff members that they have observed any person in possession of a firearm on school grounds, an immediate report of the incident will be made by the school principal (or designee).
3. Pursuant to 105 ILCS 5/10-27.1B, the School District will report 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.
4. Pursuant to 105 ILCS 5/10-21.7, upon receipt of a written complaint from any school personnel, the School District will report incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel.
5. Pursuant to 105 ILCS 127/2, within 48 hours of becoming aware of the incident, the school principal (or designee) will report any violation of the Methamphetamine Control and Community Protection Act, Section 5.2 of the Cannabis Control Act, or Sections 401 and 407(b) of the Illinois Controlled Substances Act in a school, on school property, on a public way within 1,000 feet of the school, or on any transportation used by the School District to transport students.
6. The School District will promptly report student activity that constitutes conduct identified in Section II(A)(1), above, and that occurs on school property or at a school-sponsored activity.
7. The School District may report any alleged or suspected criminal activities committed

III. Confidentiality and Records

- A. Content of Criminal Activity Information. All criminal activity information shall include the names of all involved persons, including 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 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. 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 this Agreement. 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.
- C. Not Educational or School Records.
1. School Officials shall follow State and federal laws regarding student records. Except as otherwise required by law, consistent with Section 2(d) of the Illinois School Student Records Act, reports of the School Resource Officer shall be deemed 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), a School Resource Officer designated to work with the School District pursuant to this Agreement shall be considered a law enforcement unit of the School District such that records created by the School Resource Officer for the purpose of law enforcement shall not be considered educational records.
  2. 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 solely by School Officials to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.
- D. Confidentiality of Student Records. The School District and its officials must comply with state and federal laws relating to 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 the Illinois School Student Records Act, 105 ILCS 10/1 *et seq.* The following exceptions permit the release of student records and information to the Police Department without parental consent:
1. The School District may release student records and information upon receipt of a court order specifying the records or information to be disclosed to the Police Department, after notice to the student's parent/guardian.
  2. The School District is authorized to release student records and information to the Police Department as specifically required by State or federal law, as reflected in Section II(B), above.
  3. Student records and information can be released to police officers in connection with a juvenile proceeding, upon their request, when necessary for the discharge of their official law enforcement duties, prior to adjudication of the student, and upon written

certification from the officers that the information will not be disclosed to any other party, except as provided by law or order of court.

4. Records and information may be released to the Police Department in connection with an emergency, if such information is needed by the Police Department to protect the health or safety of the student or other persons (considering the seriousness of the threat, the need for the requested records to meet the emergency, whether the Police Department is in a position to deal with the emergency, and the extent to which time is of the essence in dealing with the emergency).

## **PART 2 – ACCESS TO SURVEILLANCE SYSTEMS**

For purposes of this Part 2, the Parties acknowledge as follows:

- The School District has installed digital camera surveillance systems in its schools to enhance security and safety at the schools; and
- The Police Department has informed the School District that if the Police Department were granted access to the surveillance 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 property; and
- The School District and the Police Department are desirous of entering into this arrangement for the purposes of promoting safety and security at the schools.

**\*See addendum A for request for video download**

### **I. POLICE DEPARTMENT ACCESS TO SCHOOL DISTRICT SURVEILLANCE SYSTEMS**

- A. Surveillance System Software. The Police Department will obtain, at its expense, the necessary software in order to enable the Police Department to view real time images created by the School District's digital cameras on Police Department computers. The Municipality shall enter into any required software license agreement with the vendor of the software at the Municipality's sole cost.
- B. Limited Viewing. Individuals authorized to view images created by the School District's surveillance systems shall be limited to the Police Chief, Police Department employees authorized by the Chief or, in the absence of the Chief, the Chief's designee ("Authorized Viewers"). The Municipality shall not permit any individual (including but not limited to Authorized Viewers) to access the School District's surveillance systems on a routine or non-emergency basis. Authorized Viewers shall only view real time images transmitted by the School District's surveillance systems when viewing is necessary due to an articulable and significant threat to the health or safety of a student or other individuals at the school. The Police Department shall not create or retain any recordings of the School District's digital images unless the School District's Superintendent or the Superintendent's designee consents to such retention. If the Municipality or Police Department receives a Freedom of Information Act request for any School District digital images, the Municipality or Police Department shall immediately notify the School District and work in good faith with the School District before responding to the Freedom of Information Act request.
- C. School Student Records. Generally, 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 Records Act, 105 ILCS 10/2, or Section 375.10 of the Illinois Administrative Code, 23 Ill. Admin. Code §375.10. However, such images may become student records in certain circumstances (for example, if subsequently used by the School District in a student disciplinary matter). If that is the case, the School District shall notify the Police Chief and the Police Chief shall delete any images that the Police Department has retained and that have become school student records, unless such images are part of an active police investigation into actual or suspected criminal activity and retention is otherwise permitted by law.

**\*If this is necessary, notification must be provided either to Anna Marie Candelario, Assistant Director of Student Services or David Delgado, Technology Manager**

- D. **Indemnification.** To the fullest extent permitted by law, the Municipality agrees to indemnify and hold harmless the School District, its Board of Education, and its Board members, employees, volunteers, and agents, and their successors and assigns, in their individual and official capacities (the "School Indemnified Parties") from and against any and all liabilities, losses, claims, demands, liens, damages, penalties, fines, interest, costs and expenses, including without limitation reasonable attorneys' fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the Municipality in performance of this Part 2, or any act or omission of the Municipality or of any employee, agent, contractor or volunteer of the Municipality, including, without limitation, any violation by the Municipality of the Illinois School Student Records Act.

### **PART 3 – GENERAL TERMS AND CONDITIONS**

- I. The term of this Agreement shall be July 1, 2020 to June 30, 2021. Unless this Agreement is terminated as provided, this Agreement will automatically renew each year for a term from July 1st to June 30<sup>th</sup>.
- II. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party.
- III. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly signed by an authorized representative of each Party.
- IV. This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.
- V. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be illegal, invalid, void or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected, and the illegal, unenforceable or invalid provision will be deemed to be amended to the minimum extent necessary to render it legal, valid and enforceable. If such provision cannot be so amended, the Parties will promptly negotiate in good faith a replacement provision that will as closely as possible reflect the Parties' original intent.
- VI. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

VII. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and PDF copies of the Parties' signatures on this Agreement shall be deemed originals.

**PART 4 – EXECUTION**

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have signed and executed this Agreement on the date indicated below.

**BOARD OF EDUCATION OF MAYWOOD – MELROSE PARK – BROADVIEW  
SCHOOL DISTRICT 89**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
                    President

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
                    Secretary

**MUNICIPALITY**

By: Police Department \_\_\_\_\_ Date: \_\_\_\_\_

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

STATE OF ILLINOIS    )  
                                  ) SS  
COUNTY OF C O O K    )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. 2021-18

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A 2021 RECIPROCAL REPORTING AGREEMENT  
ENTERED INTO BETWEEN THE VILLAGE OF MAYWOOD AND  
MAYWOOD-MELROSE PARK- BROADVIEW SCHOOL DISTRICT NO. 89

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 1<sup>st</sup> day of June, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 1<sup>st</sup> day of June, 2021.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford,  
A. Peppers and I. Brandon

NAYS: None

ABSENT: None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 2<sup>nd</sup> day of June, 2021.

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Gwaine Dianne Williams, Village Clerk

[SEAL]