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RETURN TO:

**JAMIE MYERS
CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294**

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STATE OF ILLINOIS
MADISON COUNTY
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AMY M. MEYER, RECORDER
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OF PAGES: 13**

CITY OF TROY

ORDINANCE NO. 2018 - 17

40.00 CITY

**AN ORDINANCE ADOPTING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN TRIAD COMMUNITY UNIT SCHOOL DISTRICT #2 AND THE
CITY OF TROY, ILLINOIS, (TROY POLICE DEPARTMENT) FOR THE
PURPOSE OF RECIPROCAL REPORTING OF CRIMINAL OFFENSES
COMMITTED BY STUDENTS**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 2nd DAY OF JULY, 2018**

**Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this 2nd day of July, 2018.**

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COMMITTED BY STUDENTS**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII., Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, recent events within schools around the United States have prompted the City of Troy, Illinois, to consider the implementation of a school resource officer in the elementary schools within the City limit of the City of Troy, Illinois; and

WHEREAS, the City of Troy and Triad Community Unit School District #2 are cooperatively working to share the cost of a School Resource Officer through the use of an Intergovernmental Agreement (Ordinance 2018-16); and

WHEREAS, the School District and the 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, the Mayor and the City Council of the City of Troy, Illinois, have determined that it is in the best interest of the public health, safety and welfare of the residents of the City, to enter into an Intergovernmental Agreement to provide for Police Contract Services with Triad Community Unit School District #2, set forth in attached Intergovernmental Agreement, to protect the residents of the City of Troy, Illinois.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF TROY, MADISON COUNTY, ILLINOIS, AS FOLLOWS:**

- Section 1.** The recitals set forth above are hereby incorporated herein as if fully set forth.
- Section 2.** The attached Intergovernmental Agreement is adopted and shall be effective upon its passage, signing and execution as required by law.
- Section 3:** If any section or provision of this Ordinance is declared invalid for any reason, such invalidity shall not affect or impair any of the remaining sections or provisions of this Ordinance which can be given effect without the invalid section or provision, and to this end, the sections and provisions of this Ordinance are declared to be severable.

PASSED by the City Council of the City of Troy, Madison County, Illinois,
approved by the Mayor, and deposited in the office of the City Clerk this 2nd day of July,
2018.

Those voting aye: Henderson, Italiano, Jackson, Levo, Putney,
Thompson & Barzede;

Those voting nay: None

Those absent: Turner

APPROVED:

By: 

ALLEN ADOMITE, Mayor
City of Troy, Illinois

ATTEST:

BY: 

JAMIE MYERS, Clerk
City of Troy, Illinois

(SEAL)

CITY OF TROY
MADISON COUNTY
ILLINOIS

**INTERGOVERNMENTAL AGREEMENT
BOARD OF EDUCATION OF
TRIAD COMMUNITY UNIT SCHOOL DISTRICT NO. 2
AND
THE CITY OF TROY/TROY POLICE DEPARTMENT
FOR THE
RECIPROCAL REPORTING OF CRIMINAL OFFENSES
COMMITTED BY STUDENTS**

THIS AGREEMENT is by and between the BOARD OF EDUCATION OF TRIAD COMMUNITY UNIT SCHOOL DISTRICT NO. 2, MADISON COUNTY, ILLINOIS (hereinafter referred to as "School District" or "District") and the TROY POLICE DEPARTMENT, MADISON COUNTY, ILLINOIS (hereinafter referred to as "the Department") (collectively the "Parties").

WITNESSETH:

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

WHEREAS, the School District and the 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 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 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 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 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 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 Department liaison shall notify the School District liaison. In addition, the 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 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 Department shall report to the Principal or School District liaison, if identified as designee for the School District's principals, 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 School District liaison 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. The Department's duty to disclose information and documents to the School District pursuant to the law and this Agreement shall be separate from and in addition to the duty of the State's Attorney to provide information to the School District pursuant to Section 5-901 of the *Juvenile Court Act of 1987* (705 ILCS 405/5-901) regarding adjudications of delinquency.
- J. Pursuant to the *Juvenile Court Act of 1987* (705 ILCS 405/5-901), following any adjudication of delinquency for a crime which would be a felony if committed by an adult, or following any adjudication of delinquency for a violation of Section 24-1, 24-3, 24-3.1, or 24-5 of the Criminal Code of 1961 or the Criminal Code of 2012, the State's Attorney shall ascertain whether the minor respondent is enrolled in school in the District and, if so, shall provide a copy of the sentencing order to the principal of the school. Access to such juvenile records shall be limited to the principal of the school and any guidance counselor designated by him or her.
- K. 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.
- L. [OPTIONAL-- The Parties may include language regarding video records from body cameras worn by SROs in the schools. This should be coordinated with any provisions in the SRO agreement between the parties. Please contact HLERK if you would prefer language on these recordings.]

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 as and to the extent required by 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 constituting student records or education records under those laws that is received by the Department as a result of this Agreement shall be kept confidential by the Department and shall not be disclosed by the Department to another party, except as provided under state and federal 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 on which the Agreement is signed by all parties. 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 to the following address:

Office of the Superintendent
Triad Community Unit School District No. 2
203 E. Throp Street
Troy, Illinois 62294

Service shall be made by the United States certified mail, postage prepaid, return receipt requested, 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 hereunder to be sent to the Department shall be served in writing to the following address:

Troy Police Department
116 E Market Street
Troy, Illinois 62294
Attn: Chief of Police

Service shall be made by the United States certified mail, postage prepaid, return receipt requested, or by personal delivery of any such notice delivered to an employee of the 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 the Agreement is fully executed by both Parties.

**BOARD OF EDUCATION
TRIAD COMMUNITY UNIT
SCHOOL DISTRICT NO. 2
MADISON COUNTY, ILLINOIS**

By: 
Its: President

Date: 6/25/18

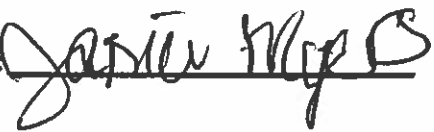
Attest: 
Secretary

**TROY POLICE DEPARTMENT
CITY OF TROY**

MADISON COUNTY, ILLINOIS

By: 
MAYOR

Date: 7/3/18

Attest: 

SAMPLE

PARENT-TEACHER ADVISORY COMMITTEE GUIDELINES FOR COOPERATION
WITH LOCAL LAW ENFORCEMENT AGENCIES

1. The District shall enter into an Intergovernmental Agreement with the local law enforcement agencies for the reciprocal reporting of information regarding criminal offenses committed by students.
2. The Parent-Teacher Advisory Committee shall develop and implement, with the Board of Education, and in cooperation with the local law enforcement agencies, these Guidelines for the reciprocal reporting of information, which shall comply with all provisions of the Intergovernmental Agreement.
3. The parent-teacher advisory committee and the Board shall designate an administrative contact person to act as a liaison between the School District and local law enforcement agencies for the purposes of reciprocal reporting of information regarding criminal offenses committed by students.
4. The contact person shall communicate with all identified local law enforcement agencies and request that the agencies designate a contact person within the agency for reporting criminal offenses committed by students.
5. Whenever the District or Board receives information that a student may have committed a criminal offense as defined in the Intergovernmental Agreement, the Board's contact person may notify his/her counterpart at the local law enforcement agencies, subject to any limitations imposed by law.
6. At least two times per school year, the Board's contact person will check with his/her counterpart at the local law enforcement agencies to determine if any criminal offenses by students have been committed. With respect to local law enforcement agency records relating to a minor who has been arrested before his or her 18th birthday, disclosure of such records for the purpose of inspection and copying shall be limited to those defined in the Intergovernmental Agreement as may be further restricted by the *Juvenile Court Act*.

(Continued)

Notwithstanding the above restriction on records to be inspected and copied, the Board's contact person shall verify that the local law enforcement agencies have reported to the principal of a school whenever a student enrolled therein 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, the basis of the detention, the circumstances surrounding the detention and the status of the proceedings. (This information is to be kept separate from the student's school record and is not a public record. The School District is to use this information solely for the proper rehabilitation of the student and to protect the safety of the students and employees of the school.)

7. The Board's contact person shall also verify at least two times per school year that the State's Attorney has provided the principal or superintendent with a copy of the juvenile court's dispositional order in the event of a student's adjudication of delinquency as defined in the *Criminal Code of 1961* for:
 - (a) a crime which would be a felony if committed by an adult;
 - (b) unlawful use of weapons;
 - (c) unlawful sale of firearms;
 - (d) unlawful possession of firearms and firearm ammunition; or
 - (e) defacing identification marks of firearms.
8. Access to a student's juvenile court dispositional order, as described in paragraph 7 above, shall be limited to the principal or superintendent of the school or any guidance counselor designated by the principal or superintendent.
9. A student's juvenile court file, redacted to remove any information identifying the victim of an alleged sex offense, may be disclosed to the School District if the District provides educational, medical or mental health services to the student and such disclosure is necessary for the discharge of the District's official duties.
10. Law enforcement records pertaining to a student arrested or taken into custody before his or her 18th birthday may be released to school officials under the Reciprocal Reporting Agreement when that student has been arrested for any offense enumerated in or covered by the Juvenile Court Act, Sections 705 ILCS 405/1-7 and 5-905 and other statutory provisions.
11. Release of student records to juvenile authorities shall be governed by the following. When a juvenile authority requests information before the adjudication of a student, and receipt of the information is necessary for the juvenile authority to discharge his or her official duties, school student records or information contained in them may be released, transferred, or disclosed to the juvenile authority. Before the information is released, the juvenile authority must certify in writing that the information will not be disclosed to any other party except as provided under law or order of court. In this context, a juvenile authority is:
 - (a) a judge of the court and members of the staff of the court designated by the judge;
 - (b) parties to the proceedings under the Juvenile Court Act of 1987 and their attorneys;
 - (c) probation officers and court appointed advocates for the juvenile authorized by

- the judge hearing the case;
- (d) any individual, public or private agency having custody of the child pursuant to court order;
 - (e) any individual, public or private agency providing education, medical or mental health service to the child when the requested information is needed to determine the appropriate service or treatment for the minor;
 - (f) any potential placement provider when such release is authorized by the court for the limited purpose of determining the appropriateness of the potential placement;
 - (g) law enforcement officers and prosecutors;
 - (h) adult and juvenile prisoner review boards;
 - (i) adult and juvenile prisoner review boards;
 - (j) authorized military personnel; or
 - (k) individuals authorized by court.

Legislative Reference: *The School Code*, 105 ILCS 5/10-20.14, 22-20
Juvenile Court Act, 705 ILCS 405/1-7, 405/5-901(1)(b)(v), 405/5-901(8), 405/5-905(1)(h)

END OF DOCUMENT