

**VILLAGE OF KENILWORTH  
RESOLUTION NO. 2023-01**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
KENILWORTH SCHOOL DISTRICT NO. 38 REGARDING RECIPROCAL REPORTING AND  
RELATED MATTERS INVOLVING SCHOOL DISTRICT PROPERTY**

**WHEREAS**, the Village of Kenilworth ("**Village**") is an Illinois municipal corporation organized and operating in accordance with the Illinois Municipal Code (65 ILCS 5/1, *et seq.*) and the Constitution of the State of Illinois ("**Constitution**"); and

**WHEREAS**, Kenilworth School District No. 38 ("**District**") is a public school district lawfully organized and operating in accordance with Illinois law; and

**WHEREAS**, Article VII, Section 10 of the Constitution authorizes units of government to contract among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides additional powers to units of government that work together; and

**WHEREAS**, the Illinois School Code, Juvenile Court Act, and the Illinois School Student Records Act authorize the establishment and maintenance of a reciprocal reporting system between school districts and local law enforcement agencies for sharing information regarding criminal offenses committed by students ("**Reciprocal Reporting System**"); and

**WHEREAS**, to foster cooperation and improve the flow of information between the Village Police Department and the District, the Village and the District desire to enter into the Intergovernmental Agreement attached as Exhibit A ("**Agreement**") providing for the establishment and maintenance of a Reciprocal Reporting System and authorizing the Village to enforce "no trespassing" signs located on District property; and

**WHEREAS**, the Village and the District have reviewed the Agreement, wish to approve the Agreement, and find that doing so is in the best interests of the Village, the District, and their residents and students, respectively;

**NOW, THEREFORE, BE IT RESOLVED** by the President and Board of Trustees of the Village of Kenilworth, Cook County, Illinois, as follows:

Section 1.     Recitals and Exhibits. The foregoing recitals and all exhibits attached to this Resolution are incorporated as though fully set forth in this Section.

Section 2.     Agreement Approved. The Agreement attached as Exhibit A is approved and the Village President and Village Clerk are authorized to execute the Agreement on the Village's behalf.

Section 3.     Authority. The Village Manager is authorized and directed to take all steps necessary to implement and enforce the Agreement's terms.

Section 4.     Conflict. In the event a conflict exists between this Resolution's terms and the terms of any other Village ordinance or resolution, the terms of this Resolution shall control.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage and approval as provided by law.

Passed this 22nd day of February, 2023.

AYES: SHADEK, RANSFORD, HANNUS, KELLY

NAYS: NONE

ABSENT: WINSLOW, OTTSEN

ABSTAIN: NONE

Approved this 23rd day of February, 2023.

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

Exhibit A

**Intergovernmental Agreement between the Village and the District**

[attached]

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL REPORTING, DIGITAL IMAGE ACCESS, AND ENFORCEMENT OF NO TRESPASSING SIGNS BETWEEN THE VILLAGE OF KENILWORTH AND THE BOARD OF EDUCATION OF KENILWORTH SCHOOL DISTRICT NO. 38**

THIS INTERGOVERNMENTAL AGREEMENT ("*Agreement*"), is made and entered into by and between the Board of Education of Kenilworth School District No. 38, Cook County, Illinois ("*School District*"), and the Village of Kenilworth, a municipal corporation ("*Village*") (collectively, "*Parties*").

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, Sections 1-7 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 the Joseph Sears School to enhance security and safety, and the Parties believe 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; and

WHEREAS, the School District desires to have the Village Police Department enforce the No Trespassing signs posted on School District property; the Village is willing to enforce the No Trespassing signs; and the Parties believe this enforcement will improve compliance and promote the safety and security of students, staff, and the school premises; and

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. COOPERATION AND AUTHORITY

### A. General Cooperation

1. The Superintendent of the School District will provide the Village Police Chief with a list of administrators to be contacted as needed. The list will contain regular and emergency telephone numbers, 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 in the list shall be considered the "Appropriate School Officials" for purposes of Section 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, who will be responsible for implementing this Agreement on behalf of the Village. The officers shall provide their regular and emergency telephone numbers. The officers identified shall be considered the "Appropriate Law Enforcement Representatives."
3. The Superintendent and Police Chief may, as they deem necessary and upon written notice, designate different persons to the respective positions of "Appropriate School Official" and "Appropriate Law Enforcement Representative."
4. School District officials and Village Police Department officials will meet to facilitate and review the 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 District 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. School District Authority Over the Educational Environment

1. Collaboration between the School District and the Village and respect for the important role each party plays in connection with our community's youth are essential to the success of the mission of both Parties.
2. The Village recognizes the responsibility and authority of School District officials to manage the educational environment.
3. Both Parties recognize that disciplining students for violations of the Student Code of Conduct is appropriate for School District officials to manage.
4. The School District recognizes that discretion regarding whether to investigate or charge a student or other individual with an ordinance, criminal, or traffic violation lies with the Village Police Department and other law enforcement personnel.

5. The Parties seek to implement a partnership that creates effective and positive school student discipline that: (a) is part of the School District's larger effort to address school safety and climate; (b) includes proactive and restorative methods, rather than only punitive; and (c) is clear, consistent, and equitable.
6. Both Parties understand the privacy protections of federal and state law in the disclosure of student records. The School District may refuse to disclose records requested by Village Police Department officials without a warrant, court order, or other exception enumerated by the Illinois School Student Records Act, 105 ILCS 10, and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

## II. RECIPROCAL REPORTING

### A. Reporting of Student Criminal Activity

#### 1. By School Officials to Police Officials

- a. Any Appropriate School Official will report any alleged or suspected criminal acts of students to an Appropriate Law Enforcement Official. Such criminal activity includes:
  - 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 School District shall report all incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel, or school employees to the Village Police Department. 105 ILCS 5/10-21.7.
- c. All School District officials will immediately report to the Village Police Department 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. All School District officials will immediately report to the Village Police Department any time a report is made of a verified incident involving drugs in the school or on school owned or leased property, including any conveyance owned, leased, or used by the school for the transport of students or school personnel. 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 no later than two business days after the information becomes known to School District officials.
- f. Information shared under this Section II.A.1.a may be communicated orally and may also include the disclosure of student records 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) of the Illinois School Records Act.
- g. The School District and Appropriate School Officials shall follow state and federal laws regarding school records. In addition, it is recognized that the reports and other information maintained by law enforcement officers working in the school are not student records. 105 ILCS 10/2(d). Further, for the purpose of the Family Educational Rights and Privacy Act, law enforcement officers working in the school shall be considered a law enforcement unit of the school, such that the records maintained by law enforcement officers are not educational records. 20 U.S.C. 1232g(a)(4)(B)(ii).

2. By Police Officials to School Officials

- a. In accordance with Section 1-7(A)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, the Village Police Department will share law enforcement records with the School District 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 the Village Police

Department 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 and sharing the information will not (i) create a threat of harm to any person, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; (vi) or cause an unnecessary invasion of a person's privacy:

- i. Any violation of Article 24 of the Criminal Code (720 ILCS 5/24 et 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 of 1961 or the Criminal Code of 2012 (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;
  - 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 or the Criminal Code of 2012.
- b. 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 minor student and shall not be a public record. The information shall be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the minor student and to protect the safety of students and employees in the school.
- c. "Law Enforcement Records" includes, but is not limited to, records of arrest, station adjustments, fingerprints, probation adjustments, the issuance of a notice to appear, or any other records or documents maintained by any law enforcement agency related to a minor suspected of committing an offense or evidence of interaction with law enforcement. 705 ILCS 405/5-915(0.05).
- d. The Village Police Department shall report to the School District's Principal or their designee whenever a student is detained for proceedings under the Juvenile Court Act or for any criminal offense, including illegal gang activity, or any violation of a municipal or county ordinance. The report shall include the basis for detaining the student, the circumstances surrounding the events which led to the student's detention, and the status



of the proceedings. The Village's Police Department shall update the report as appropriate to notify the principal of developments and the disposition of the matter. The information derived thereby shall be kept separate from and shall not become a part of the official school record of such student and shall not be a public record.

B. 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. Appropriate Law Enforcement Officials and Appropriate 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 District officials shall follow State and federal laws regarding student records.
  - b. All reports and records shared by Appropriate Law Enforcement Officials with Appropriate 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 Appropriate School Officials solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.

III. 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 in order to enable the Village Police Department to view real time and recorded images created by the School District's 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 School District's digital camera software at the Village's sole cost.
- B. Limited Viewing.
  1. Individuals authorized to view real time and recorded images captured by the School District's digital cameras shall be limited to:
    - a. The Village Police Chief;

- b. Village Police Department employees authorized by the Chief or, in the absence of the Chief, the Chiefs designee; and
  - c. The Village's IT employees and IT contractors authorized by the Chief, or in the absence of the Chief, the Chiefs designee. (Collectively, "**Authorized Viewers**").
2. The Village shall not permit any individual, including Authorized Viewers, to view real time or recorded images captured by the School District's digital cameras on a routine basis. Authorized Viewers shall only view real time or recorded images captured by the School District's digital cameras when viewing the real time or recorded images is:
    - a. 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;
    - b. Requested by an Appropriate School Official in connection with a pending or imminent safety or security threat at the School District;
    - c. Permitted by the School District; or
    - d. Required by law.
- C. Limited Retention. The School District's digital images are automatically recorded and maintained for a limited time period. The Village shall not retain any recordings beyond the School District's automatic retention 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 retention.
- 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.

#### IV. ENFORCEMENT OF NO TRESPASSING SIGNS

- A. A School Campus that is Safe and Secure. It is the desire of the School District and the Village to have a school campus that is safe, secure and orderly for the staff and students and to establish areas on campus where entry shall be forbidden for certain unauthorized individuals.
- B. Placement of No Trespassing Signs at School District property. The School District will conspicuously post No Trespassing signs on School District property where entry shall be forbidden for certain unauthorized individuals.
- C. Enforcement of No Trespassing Signs at School District property. The School District authorizes the Village to enforce the No Trespassing signs posted on School District Property in a manner consistent with the laws of the State of Illinois and the ordinances of the Village of Kenilworth.

#### V. 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. Relationship of the Parties. Nothing in this Agreement shall be construed to consider any party, or its respective employees or agents, as the agents or employees of the other party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer, or joint venture relationship between the Village and the School District. No party shall become bound, with respect to third parties, by any representation, act, or omission of the other party. This Agreement is for the benefit of the Parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties.
- C. Indemnification.

1. 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.
  2. 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.
  3. Nothing contained in this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to the School District or the Village under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.
- D. Term and Renewal. This Agreement shall immediately take effect on the effective date, as set forth in Section V.J of this Agreement and shall be in full force and effect for a period of one year thereafter. This Agreement shall automatically renew for successive one-year periods unless terminated as provided below.
- E. 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.
- F. Amendments and Modifications. 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.
- G. 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.
- H. Assignment. Neither party hereto may assign its respective rights or duties hereunder.

- I. Waiver of Breach. If either party waives a breach of any provision of this Agreement by the other party, that waiver will not operate or be construed as a waiver of any subsequent breach by either party nor shall it prevent either party from enforcing such provisions.
- J. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement by their property officers duly authorized to execute the same.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Village of Kenilworth

Title: \_\_\_\_\_ Village President

Print Name: \_\_\_\_\_ Cecily Kaz

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

The Board of Education of Kenilworth School District 38,

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

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