19-R-19

A RESOLUTION

Authorizing the City Manager to Execute an Intergovernmental Agreement for Reciprocal Reporting and School Resource Officer

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager is hereby authorized and directed to sign, and the City Clerk is hereby directed to attest on behalf of the City, the Intergovernmental Agreement for Reciprocal Reporting and School Resource Officer (the “Agreement”) with the Evanston Township High School District No. 202, attached hereto as Exhibit 1 and incorporated herein by reference.

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Agreement that he deems to be in the best interests of the City.

SECTION 3: This resolution shall be in full force and effect from and after its passage and approval, in the manner provided by law.

Attest: Devon Reid, City Clerk

Approved as to form: Michelle L. Masoncup, Corporation Counsel

Stephanie H. Hagerty, Mayor

Adopted: April 22nd, 2019
EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL REPORTING AND SCHOOL RESOURCE OFFICER
INTERGOVERNMENTAL AGREEMENT
FOR RECIPROCAL REPORTING AND SCHOOL RESOURCE OFFICER

THIS INTERGOVERNMENTAL AGREEMENT is by and between the BOARD OF EDUCATION OF EVANSTON TOWNSHIP HIGH SCHOOL DISTRICT NO. 202, Cook County, Illinois (hereinafter “ETHS”), and the CITY OF EVANSTON, an Illinois municipal corporation and home rule unit as described in the Illinois Constitution (hereinafter “City”), collectively referred to as the “Parties”.

I. BACKGROUND

A. Pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. public agencies may contract or otherwise associate among themselves, or transfer any power or function, in any manner not prohibited by law or ordinance.

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

C. The Parties are “public agencies” within the meaning of the Illinois Intergovernmental Cooperation Act.

D. The City and ETHS desire to enter into this Agreement to continue to share resources to better the community.

E. The City agrees to continue the deployment of two School Resource Officers from the Evanston Police Department to work exclusively at ETHS and in consideration, ETHS agrees to continue the employment of a post-secondary career counselor to work on training and outreach to ETHS students.

F. This Agreement shall be executed in addition and shall have no effect upon any other mutual aid agreements or other agreements between the parties.

II. COOPERATION AND AUTHORITY

A. The Parties agree to cooperate fully, to execute all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

B. The City Manager, or his designee, shall administer this Agreement on behalf of the City and the Superintendent, or his designee, shall administer this Agreement on behalf of ETHS.

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

2. The City Manager will provide the Superintendent with the names and titles of a primary and two back up contacts (“Police Officials”) responsible for implementing this Agreement. The officers shall provide their regular and emergency telephone and pager numbers (if applicable).

3. The Superintendent and City Manager may, as they deem necessary and upon written notice, designate different persons to the respective positions of School Official and Police Official.

4. School Officials and Police Officials will meet to facilitate and review implementation of this Agreement as often as necessary.

C. The Parties recognize that ETHS has authority over the educational environment.

1. Collaboration between ETHS and the City and respect for the important role each party plays with the community’s youth is essential to the success of the mission of both Parties.

2. The City recognizes the responsibility and authority of School 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 Officials to manage.

4. ETHS recognizes that discretion regarding whether to investigate or charge a student or other individual with an ordinance, criminal, or traffic violation lies with Police Officials; provided that when dealing with a student that is suspected of violating a law, Police Officials will first use restorative actions as an alternative to arresting students unless the Police Official reasonably believes that there is imminent danger to students, employees, the Police Official, or other third parties.

5. The Parties seek to implement a partnership that creates effective and positive school student discipline that (a) is part of ETHS’ 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. ETHS may refuse disclosure requests by Police 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 or that is not in accordance with this Agreement.

D. The Parties acknowledge that each Party shall bear their own cost and expenses incurred to comply with terms of this IGA.

E. Each year, the Superintendent or designee and City Manager or designee shall meet to review compliance with this Agreement, the working relationship of the parties, opportunities for joint programming, set goals for the Agreement, and agree on methods to monitor progress toward the established goals (e.g. data, surveys). The Superintendent or designee and City Manager or designee may revise Exhibit A to address the goals without seeking further approval from the Board of Education or City Council.

F. The term of the Agreement shall commence on the effective date as set forth in Section VI.M and end June 30, 2024 (the “IGA Term”).

III. RECIPROCAL REPORTING

A. Reporting of Student Criminal Activity by School Officials to Police Officials

1. School Officials will promptly report to Police Officials the activities of students who attend ETHS that involves or is suspected to involve:

i. Criminal gang activity;

ii. Criminal sexual offenses;

iii. Any violation of Article 24 of the Criminal Code, 720 ILCS 5/24-1 et seq., or weapons such as guns and knives, explosives, impact devices, or any item used as a weapon;

iv. Sale of drugs or other intoxicants;

v. Possession of drugs or other intoxicants;

vi. Fights or other violent activity which might reasonably carry over into the community;

vii. Abuse, neglect, lock-out, and runaway situations;

viii. Acts of vandalism;

ix. Hate crimes;

x. Other activities involving students which threaten the safety of students or any other person on or off ETHS 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.

xii. All incidents of battery committed against teachers, teacher personnel, administrative personnel, educational support personnel, or school employees to Police Officials. 105 ILCS 5/10-21.7.

xiii. Any time a report is made that a person with a firearm has been observed on school grounds. 105 ILCS 5/10-27.1A.

xiv. 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.

2. 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 with the Police Officials; otherwise, the information will be shared not later than two business days after the information becomes known to School Officials.

3. Information shared under Section III.A.1 above 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 a 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.

B. Reporting of Student Criminal Activity by Police Officials to School Officials

1. As provided by Section 1-7(a)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, Police Officials will share law enforcement records with School Officials that relate to the following offenses or suspected offenses with respect to a minor enrolled in one of ETHS’s schools who has been taken into custody or arrested when Police Officials believe that there is an imminent threat of physical harm to students, school personnel, or others who are present
in the school or on school grounds and sharing the information will not create a threat of harm to any person or jeopardize a pending or actually and reasonably contemplated investigation:

i. Any violation of Article 24 of the Criminal Code (720 ILCS 5/24 seq.) (weapons);

ii. A violation of the Illinois Controlled Substances Act (720 ILCS 570/100, et seq.);

iii. A violation of the Cannabis Control Act (720 ILCS 550/1, et seq.);

iv. A forcible felony as defined in Section 2-8 of the Criminal Code (720 ILCS 5/2-8);

v. A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 et seq.);

vi. A violation of Section 1-2 of the Harassing and Obscene Communications Act (720 ILCS 5/26.5);

vii. A violation of the Hazing Act (720 ILCS 5/12C-50); or


2. As provided by Section 1-7(a)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, 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 unless Police Officials believe that sharing the information will create a threat of harm to any person or jeopardize a pending or actually and reasonably contemplated investigation. Such information may only be shared orally. An investigation means an official, systemic inquiry by Police Officials into actual or suspected criminal activity.

3. Upon request, as provided by 5 ILCS 140/2.15, Police Officials will share the following arrest and criminal history information with School Officials that relate to a student enrolled in one of ETHS’s schools who is 18 years of age or older, unless Police Officials determine that disclosure would interfere with pending or actually and reasonably contemplated law enforcement proceedings conducted by any law enforcement agency, endanger the life or physical safety of any person, or compromise the security of any correctional facility:

i. name;
ii. any charges relating to the arrest; and

iii. if the student is incarcerated.

4. As required by Section 22-20 of the Illinois School Code, Police Officials shall report to ETHS’s Principal or designee whenever a student is detained for proceedings under the Juvenile Court Act, for any criminal offense, any violation of a municipal, or County ordinance. The report shall include the basis for the detention, the circumstances surrounding the detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur and with the disposition of the matter.

C. Confidentiality and Records

1. All criminal activity information shall include the names of all involved persons enrolled at or affiliated with ETHS, including ETHS 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. Any law enforcement and student records subject to disclosure under this Agreement shall not be disclosed or made available in any form to any person or agency other than as set forth in this Agreement or as authorized by law or court order. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information. Such procedures shall be designed to also ensure that any criminal activity information is not available to other employees, or any persons other than as authorized by this Agreement or by law.

3. School Officials shall follow State and federal laws regarding student records.

4. As set forth in Section 1-7 of the Juvenile Court Act, 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 subject to the Freedom of Information Act, 5 ILCS 140/1 et seq. Such information shall be kept separate from and shall not become a part of the student’s official school record. The information shall be used by School Officials solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.

IV. SCHOOL RESOURCE OFFICER PROGRAM

A. Prior to the execution of this Agreement, the City deployed two police officers to ETHS for primary duty assignment as a school resource officer ("SRO") at ETHS. The City
agrees to continue the deployment of the two SROs for primary duty assignment during the IGA term as follows:

1. two SROs will be assigned to ETHS during the ETHS academic school year (180 days per calendar year);

2. only one SRO will be assigned to ETHS during the ETHS summer school year (28 days per calendar year);

3. the hours that the SRO shall serve each day at ETHS shall be determined jointly by the Superintendent or designee and the City Manager or designee; and

4. the Parties agree that during the non-school year period, the SROs will be deployed to duties with the Evanston Police Department outside the scope of this IGA.

B. Selection of the School Resource Officer

1. ETHS, through the Superintendent or designee, and the City, through the City Manager or designee, will work collaboratively to select the SROs. The City will provide to ETHS police officers who are in good standing with the City and with the following desired qualifications for review, all as determined by the City:

   i. Illinois Certified Police Officer;

   ii. Completed a School Resource Officer training class within one year of assignment, in accordance with 50 ILCS 705/10.22;

   iii. Trained in gang resistance and alcohol/drug resistance curricula;

   iv. Trained in handling an active school shooter;

   v. Verbal, written, and interpersonal skills including public speaking;

   vi. Knowledge of, and experience in, matters involving cultural diversity; and

   vii. Affinity for young people, calm, patient, approachable, self-directed, and collaborative.

2. The City shall assign the SROs based on the recommendation of the Superintendent, or designee, and the City Manager, or designee.

C. The SROs shall remain employees of the City and will abide by all personnel rules of the City and any applicable Collective Bargaining Agreement. As an employee of the City and not ETHS, a SRO shall not be entitled to any benefits that ETHS provides to its
employees. The City shall be fully responsible to each SRO for the payment of all employee compensation and benefit obligations.

D. As an employee of the City, a SRO shall be subject to the chain of command of the Police Department. When serving in the role of SRO, he/she shall coordinate and communicate with the Principal or Principal's designee regarding daily activities. In the event the SRO fails to abide by the terms of this Agreement, follow the rules and regulations of ETHS, or perform the duties outlined in Exhibit A, the Superintendent or designee shall notify the SRO's Supervisor in the Police Department of the specific problems. If the SRO fails to remedy the problems within fifteen (15) days of the date of notification or an agreed upon date by the Parties, the Superintendent or designee may request a new SRO and the Superintendent, or designee, and the City Manager, or designee, will work cooperatively to resolve the problem, which may include appointing a new SRO at the request of ETHS.

E. The scope of the SRO's duties and responsibilities is set out in Exhibit A, which may be changed or redefined at any time when agreed upon in writing by both the City Manager, or designee, and the Superintendent, or designee.

F. Discipline

1. The SRO is to assist ETHS in enforcing the ETHS code of conduct and other school rules to maintain a safe learning environment.

2. The SRO will be involved in school discipline to only a limited extent. When an incident arises that would, if ignored, place students, faculty, and staff at risk of harm, the SRO will take reasonable and necessary steps to prevent the disruption. If the incident relates to the violation of the ETHS code of conduct, the SRO will take the student to the principal's office for discipline. If the incident relates to a crime originating on campus, it is the responsibility of the SRO to report the crime.

G. Student Records

1. For purposes of the Illinois School Student Records Act, 105 ILCS 10/1, and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g), the SRO shall be considered a school official and agent of ETHS. As such, the SRO shall have access to student records only as necessary for the fulfillment of his/her duties as prescribed in this Agreement. The SRO shall keep all student records confidential except if disclosure is required by law. The SRO shall disclose student records only in circumstances and in a manner authorized by State and federal law.

2. Consistent with Section 10/2(d) of the Illinois School Student Records Act, reports of the SRO shall be deemed the 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), the SRO designated to work with ETHS pursuant to this Agreement shall be
considered a law enforcement unit of the school such that the records created by an SRC for law enforcement, including but not limited to recordings of a body worn camera, shall not be considered educational records.

V. TECHNICAL EDUCATION COUNSELOR/EMPLOYER ADVISORY COUNCIL

A. For the term of this Agreement, ETHS shall employ a post-secondary career counselor to work on training and outreach to ETHS students.

B. ETHS shall collaborate with the Mayor’s Employer Advisory Council to enhance the preparation and placement of students into postsecondary careers not requiring college.

VI. OTHER TERMS AND CONDITIONS

A. 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. In the event of any substantive breach of the terms and conditions of this Agreement, the aggrieved party shall notify the party alleged to be in breach of the nature of the breach. The party alleged to be in breach shall have ten (10) days to cure the breach; if the nature of the breach is such that a cure cannot reasonably be affected within ten (10) days, the party alleged to be in breach shall not be held in default so long as it commences a cure in the ten (10) day period and diligently pursues completion thereof. Upon default of this Agreement, the non-defaulting party shall have all legal and equitable remedies arising from the breach.

C. Indemnification:

1. To the extent authorized by the laws of the State of Illinois, the City shall indemnify and hold harmless ETHS, its Board and its members, employees, volunteers, agents, their successors, and assigns, in their individual and official capacities (the “City 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 City in performance of this Agreement, or any act or omission of the City or of any employee, agent, contractor or volunteer of the City (the “City Indemnitors”), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the City Indemnitors.

2. To the extent authorized by the laws of the State of Illinois, ETHS shall indemnify and hold harmless the City, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities (the “City 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 City Indemnified Parties arising out of any activity of ETHS in performance of this Agreement, or any act or omission of ETHS or of any employee, agent, contractor, or volunteer of ETHS (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.

3. Nothing contained in Section V.C or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available to ETHS or the City under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

D. All notices required to be given hereunder shall be in writing and shall be properly served on the date delivered by courier or on the date deposited, postage prepaid, with the U. S. Postal Service for delivery via certified mail, return receipt requested, addressed:

If to City:

Wally Bobkiewicz          Richard Eddington          Michelle Masoncup
City Manager               Chief of Police             Corporation Counsel
City of Evanston          City of Evanston            City of Evanston
2100 Ridge Avenue         1454 Elmwood               2100 Ridge Avenue
Evanston, IL 60201        Evanston, IL 60201          Evanston, IL 60201

If to ETHS:

Dr. Eric Witherspoon      Mary Rodino                   Brian P. Crowley
Superintendent            Chief Financial Officer       Franczek
1600 Dodge Avenue          1600 Dodge Avenue           300 South Wacker, Ste. 3400
Evanston, IL 60201         Evanston, IL 60201          Chicago, IL 60606

E. This Agreement shall be binding on the Parties and their respective successors, including successors in office.

F. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes hereunder shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

G. No amendment, waiver, or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.

H. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter as of the date of its execution. The Parties acknowledge that no representations have been made which have not been set forth herein.
I. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

J. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent will be granted or denied at the Party’s sole discretion.

K. This Agreement is for the benefit of the Parties and no other person is intended to or shall have any rights, interest, or claims under this Agreement or be entitled to any benefits under or because of this Agreement as a third-party beneficiary or otherwise.

L. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

M. 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.

The Parties hereto have caused this Agreement to be executed by the Superintendent of the Evanston Township High School District No. 202 and the City Manager of the City of Evanston. Their signatures are attested to by the respective clerk and secretary of these public bodies.

EVANSTON TOWNSHIP HIGH SCHOOL
DISTRICT NO. 202:

By: __________________________
    Superintendent
Date: __________________________

Attest: _________________________
[Seal]

CITY OF EVANSTON:

By: __________________________
    City Manager
Date: __________________________

Attest: _________________________
    City Clerk
[Seal]

Approved as to form:
Michelle L. Masoncup
Corporation Counsel

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Exhibit A
Duties and Responsibilities of School Resource Officer

The City police officer assigned to ETHS as its School Resource Officer shall have the following duties and responsibilities in furtherance of maintaining a safe and effective learning environment at ETHS:

Educational Responsibilities

1. Work cooperatively with administrators and staff to plan and schedule appropriate student lessons in topics including, but not limited to, gang/violence and drug/alcohol resistance and the role of laws, courts, and police.
2. Provide training for staff on the role of the School Resource Officer as well as on topics of interest and importance to the staff related to the School Resource Officer’s expertise.
3. Work collaboratively with administrators to arrange and participate in parent/community education sessions.

School Resource Officer Responsibilities

1. Promote a positive relationship and enhance communications between police officers, students, staff, and parents at ETHS.
2. Be available to students, staff, parents, and school community organizations as a resource.
3. Interact with students as a positive role model.
4. Collaborate on a regular basis with administrators, keeping clear lines of communications with designees identified by the campus principal on a day to day basis.
5. Collaborate with administrators and Student Services personnel to identify behaviorally at-risk students, establish a working relationship with such students, and develop interventions to prevent delinquent behavior.
6. Assist administrators in investigating and responding to student conduct in violation of the Student Code of Conduct, including assisting, when requested, with inspections and searches and testifying at suspension review and expulsion hearings.
7. Become familiar with the attendance area of ETHS in terms of delinquency patterns and trouble spots.
8. Accompany ETHS personnel on home visits, as requested.
9. When dealing with a student that is suspected of violating a law, use restorative actions as an alternative to arresting students unless the School Resource Officer reasonably believes that there is imminent danger to students, employees, or the School Resource Officer.
10. Participate at least once annually in ETHS sponsored racial equity training provided to ETHS employees.

Security Responsibilities

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1. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods.
2. Assist with supervision of co-curricular school activities both at home and away, as requested.
3. Meet with administrators to advise them of potentially violent situations and to plan for the safe resolution of those situations.
4. Refer all matters of school discipline to the proper administrator or other school personnel.
5. Provide protection to students, staff, and the school from theft, vandalism, assault, and other violations of the law.
6. Assist staff in the event of an emergency.
7. Supervise parking lots and automobile traffic near the school and prevent loitering and trespassing on school property when requested to do so.

General

1. Perform duties in police uniform or other designated apparel agreed to by the parties in writing.
   Perform duties in plain clothes or other apparel agreed to by the parties in writing.
2. Carry service weapon, badge, and handcuffs.
3. Assume responsibility for finding a substitute when absent. An officer with previous high school experience (including co-curricular activities) will be provided whenever possible.
5. Participate in in-service training and certification requirements that apply to all certified officers of the City.