



June 15, 2018

Mrs. Kristina Rath
1705 Oliger Drive
Mahomet, IL 61853

Dear Mrs. Rath:

This letter is in response to the Freedom of Information Act (hereinafter "FOIA" or "the Act") request you submitted to the District on June 8, 2018. A copy of your FOIA request is attached to this correspondence.

Please note that a similar FOIA request was submitted to the Mahomet-Seymour Schools on April 30, 2018. The response to that request, dated May 7, 2018, is posted on our district website and provides the available information regarding the parent/teacher advisory committee that you have requested.

The following documents are responsive to your request and are submitted herewith:

- 1) Copy of Memorandum of Understanding between the Mahomet Police Department and Mahomet-Seymour CUSD #3.

Sincerely,

A handwritten signature in blue ink that reads "Lindsey A. Hall". The signature is written in a cursive, flowing style.

Dr. Lindsey Hall, Superintendent and FOIA Officer



Estimated cost to the District for this request: \$20.00

**2014 RECIPROCAL REPORTING SYSTEM AGREEMENT
BETWEEN VILLAGE OF MAHOMET POLICE DEPARTMENT AND MAHOMET-
SEYMOUR COMMUNITY UNIT SCHOOL DISTRICT NO. 3 OF MAHOMET,
CHAMPAIGN COUNTY, ILLINOIS**

WHEREAS, the Illinois School Code, 105 ILCS 5/10-20.14, requires the school district created parent – teacher advisory committee, in cooperation with local law enforcement agencies, to work with the board of education to develop “policy guideline procedures” to establish and maintain a reciprocal reporting system between the school district and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, under the Illinois School Student Records Act, 105 ILCS 10/6, school student records are considered confidential and no school student records or information therein may be released, transferred or disclosed except as permitted by the Student Records Act; and

WHEREAS, under the Juvenile Court Act of 1987, 705 ILCS 405/1-7, law enforcement records are considered confidential and the inspection and copying of such records that relate to a minor who has been arrested or taken into custody before his or her 18th birthday are restricted to those exceptions in the Juvenile Court Act; and

WHEREAS, the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), and the General Education Provisions Act, 20 U.S.C. 1232g, authorize school districts to release student records and information to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information shall not be disclosed to any other party except as provided under law or order of court; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-5-9, authorizes school districts to disclose education records relating to attendance to any municipality that enforces, prosecutes, or adjudicates municipal ordinances that regulate truants or otherwise works with school districts to address truancy problems if the school district determines that such “disclosure shall enhance the juvenile justice system’s ability to effectively serve, prior to adjudication, the student whose records are released” and receives written certification from the municipality that such information shall not be disclosed to any party other than the parent or custodian of the student except as otherwise provided under law or order of court; and

WHEREAS, the Juvenile Court Act, 705 ILCS 405/1-7(A)(8), authorizes law enforcement agencies to allow appropriate school officials to inspect and copy law enforcement records under a reciprocal reporting system for certain offenses; and

WHEREAS, the Board of Education of Mahomet-Seymour Community Unit School District No. 3 (hereinafter “School District”) and the Corporate Authorities of the Village of Mahomet (hereinafter “Village”) agree that enhanced communication between these entities under a reciprocal reporting agreement would promote the safety and well-being of students and community residents; and

WHEREAS, the School District and the Village are authorized to enter into intergovernmental agreements pursuant to the Illinois Constitution, art. VII, §10(a) *et seq.*, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*;

NOW THEREFORE, the School District and the Village hereby agree as follows:

POLICY REGARDING COOPERATION

The School District and the Police Department acknowledge that the purpose of this Agreement is to establish a reciprocal reporting agreement between the School District and the Village of Mahomet Police Department (hereinafter "Police Department"), regarding criminal offenses committed by students, instances of truancy, and matters involving the health, safety, and welfare of students, staff, and the community.

ADMINISTRATIVE GUIDELINES REGARDING THE RECIPROCAL REPORTING SYSTEM

1. **INFORMATION SHARING.** The Superintendent of Schools and Police Chief, or their representatives, shall arrange meetings, as needed, between school officials and individuals representing the two governmental units to share information regarding criminal offenses committed by students and attendance information. The following additional people may be invited to these meetings: Teachers, members of the State's Attorney's Office, juvenile police officers, juvenile probation officers, and other persons authorized by the Illinois School Student Records Act (105 ILCS 10/6(a)(6.5)).
2. **DESIGNATED REPRESENTATIVES.** The School District's Superintendent shall provide the Police Department's Chief of Police (the "Police Chief") with a list of administrators to be contacted, as needed, containing regular and emergency telephone numbers, and identifying the particular types of problems for which particular administrators are to be contacted. The administrators identified in the list shall be considered the "Appropriate School Official" for purposes of subsection 1-7(A)(8) of the Juvenile Court Act, 705 ILCS 405/1-7 as amended. The Police Chief shall provide the Superintendent with a primary and two back-up contacts, who shall be considered the "Department Representative".
3. **SCHOOL'S DUTY TO REPORT CERTAIN CRIMINAL ACTIVITY TO POLICE DEPARTMENT.** The Superintendent and/or School Principal(s), or their designees, shall report certain incidents as set forth below. When a report is required of both the Superintendent and Principal, a single report from one or the other shall meet the duty to report.
 - (a) **School Superintendent.** The School Superintendent (or his/her designee) shall immediately report the following to the Police Department:
 - (i) **Attacks on School Personnel.** Any written complaints from any school personnel of all incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel. See 105 ILCS 5/10-21.7(b).

(ii) **Firearms.** Any written, electronic, or verbal report from any school personnel regarding a verified incident involving a firearm¹ in a 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. See 105 ILCS 5/34-8.05, 105 ILCS 5/10-27.1A(c).

(iii) **Drugs.** Any written, electronic, or verbal report from any school personnel regarding a verified incident involving drugs in a 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. See 105 ILCS 5/10-27.1B.

“Drugs” means “narcotic drug” as defined under subsection (aa) of Section 102 of the Illinois Controlled Substances Act, as amended [720 ILCS 570/102], “cannabis” as defined under Section 3 of the Cannabis Control Act, as amended [720 ILCS 550/3], or “methamphetamine” as defined under Section 10 of the Methamphetamine Control and Community Protection Act, as amended [720 ILCS 646/10].

(iv) **Missing Child.** Any determination that a child, included in the State’s missing child program and attending one of the schools within the School District, has been reported missing or is missing. See 105 ILCS 5/2-3.73.

(b) **School Principal.** The School Principal (or his/her designee) shall immediately report the following to the Police Department:

(i) **Firearms.** Any report from any school official or any other person observing any person in possession of a firearm on school grounds. If the person found to be in possession of a firearm on school grounds is a student, the principal or his or her designee shall also immediately notify that student's parent or guardian. See 105 ILCS 5/10-27.1A(b).

(ii) **Drugs.** Within 48 hours of becoming aware of the incident, any violation of Section 5.2 of the Cannabis Control Act, violations of Section 401 and subsection (b) of Section 407 of the Illinois Controlled Substances Act, and violations of the Methamphetamine Control and Community Protection Act occurring in a school, on the real property comprising any school, on a public way within 1,000 feet of a school, or in any conveyance owned, leased, or contracted by a school to transport students to or from school or a school related activity. See 105 ILCS 127/2.

(iii) **Other Criminal Activity.** Any instances when the safety and welfare of students and teachers are threatened by illegal use of drugs and alcohol, by illegal use or possession of weapons, or by illegal gang activity.

Unless otherwise required herein, this information shall be shared within two (2) days of becoming known to the School Principal or District, or, as soon as possible

¹ “Firearm” shall be as defined in Section 1.1 of the Illinois Firearm Owners Identification Card Act, 430 ILCS 65/1.1, as amended.

if it involves activity that poses an imminent threat to the safety of students, staff or community members. See 105 ILCS 5/10-21.4a; 1996 Ill. Atty. Gen. Op. 96-040.

4. SCHOOL'S RELEASE OF STUDENT RECORDS AND RECORD INFORMATION TO POLICE DEPARTMENT. School officials shall follow state and federal laws regarding school student records, which are considered confidential, and no school student records or information 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.*, as amended, unless one of the following exceptions permit the release of student records and information to the Police Department or State's Attorney without parental consent or immediate parental notification:

(a) Adjudication of Student by Juvenile Court. School districts can release student records and information to the Police Department, upon the request of the Police Department, when necessary for the discharge of their official police duties, prior to adjudication of the student and upon written certification from the Police Department that the information or records disclosed by the school, shall not be disclosed to any other party, except as provided by law or order of court. 105 ILCS 10/6(a)(6.5).

(b) Emergency Release of Information. Records and information shall be released to the Police Department if such information is needed by the Police Department to protect the health or safety of the student or other persons, provided that the parents are notified as soon as possible of the information released, the date of release, the fact that the information was shared with the Police Department, and the purpose of the release. 20 U.S.C. §1232g(b)(1)(I); 34 CFR §99.31(a)(10); 34 CFR §99.36.

The factors to be considered in determining whether an emergency exists requiring the release of student information include:

- (i) **Degree of Threat.** Seriousness of threat to health/safety of student or others;
- (ii) **Need.** Need for records to meet the emergency;
- (iii) **Police Involvement.** Whether the Police Department is in a position to deal with the emergency; and
- (iv) **Urgency.** Extent to which time is of the essence in dealing with the emergency. 105 ILCS 10/6, as amended; 23 Il.Admin.Code Sec. 375.60.

(c) Directory Information. The information sought is directory information, provided that no disclosure or directory information related to current students may be disclosed without complying with the notice requirements of 20 U.S.C. §1232 g(a)(5)(B) and 34 CFR §99.31(a)(11); 34 CFR §99.37(a). Directory information includes the student's name, address, telephone listing, date and place of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees and awards received; and the most recent previous educational agency or institution attended by the student, 20 U.S.C. §1232g(a)(5)(A).

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

5. SCHOOL DISTRICT MAY DISCLOSE EDUCATION RECORDS RELATED TO ATTENDANCE. In the event that the corporate authorities of the Village of Mahomet enforce, prosecute or adjudicate any municipal ordinance that regulates truants within its jurisdiction or is otherwise working with the School District to address truancy problems, the Superintendent or School Principal, or their designee(s), may disclose education records relating to attendance to the Police Department if the following conditions are satisfied: (1) the School District determines that the disclosure of such attendance information "shall enhance the juvenile justice system's ability to effectively serve, prior to adjudication, the student whose records are released; and (2) the Village of Mahomet certifies in writing to the School District that the disclosed attendance records shall not be disclosed to any other individual or entity without prior written consent of the parent or custodian of the student, except as otherwise provided by State law.

6. POLICE DEPARTMENT'S DUTY TO SHARE INFORMATION WITH SCHOOL. The Police Department shall comply with applicable state and federal law in implementing these procedures. The Police Department, through the Police Chief or Department Representative, shall:

(a) **Report to School Principal That Student Has Been Detained.** Report to the School Principal whenever a child enrolled therein is detained (i.e. taken into the custody of the Police Department) for proceedings under the Juvenile Court Act of 1987, as heretofore and hereafter amended, 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 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 of developments and the disposition of the matter. See 105 ILCS 5/22-20.

The records provided pursuant to this Section 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 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. See 105 ILCS 5/22-20.

(b) **Inspection of Confidential Law Enforcement Records.** Allow the appropriate School District official, only upon the Police Department's belief 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, to inspect and copy law enforcement records by such appropriate school official or officials whom the school has determined to have a legitimate educational or safety interest by the Police Department concerning a student **under 18 years of age** enrolled in a school within the School District who has 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, as amended;
- (ii) a violation of the Illinois Controlled Substance Act, as amended;
- (iii) a violation of the Cannabis Control Act, as amended;

- (iv) a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012, as amended (no information pertaining to the identity of victims of sex crimes shall be released (705 ILCS 405/5-905(2)));
- (v) a violation of the Methamphetamine Control and Community Protection Act, as amended;
- (vi) a violation of Section 1-2 of the Harassing and Obscene Communications Act, as amended;
- (vii) a violation of the Hazing Act, as amended; 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, as amended.

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.

Any information provided to appropriate school officials whom the school has determined to have a legitimate educational or safety interest by local law enforcement officials about a minor who is the subject of a **current** police investigation that is directly related to school safety shall consist of **oral information only**, and not written law enforcement records, and shall be used solely by the appropriate school official or officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the child. The information derived orally from the 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. This limitation on the use of information about a minor who is the subject of a current police investigation shall in no way limit the use of this information by prosecutors in pursuing criminal charges arising out of the information disclosed during a police investigation of the minor. For purposes of this paragraph, "investigation" means an official systematic inquiry by a law enforcement agency into actual or suspected criminal activity. See 705 ILCS 405/1-7; 5-905.

- (c) **Law Enforcement Records of Students 18 Years Old and Older.** Allow the School District to inspect and copy, unless restricted by limitations, including exceptions to the Freedom of Information Act, 5 ILCS 140/7(1)(d)(i) and (ii), as amended, the following records for persons 18 years of age or older, who are enrolled in the School District:
 - (i) **Arrest Information.** Chronologically maintained arrest information, such as traditional arrest logs or blotters; and

- (ii) **Identity and Charges.** The name of the person in custody of the Police Department and the charges for which the person is being held.

7. COOPERATION BETWEEN SCHOOL DISTRICT AND POLICE DEPARTMENT.

Nothing in this policy and procedure is intended to limit or restrict the duty and authority of the School District to request police services for disturbances or other emergencies occurring in or around any of its school buildings, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the School District to provide information or otherwise cooperate in School District and law enforcement investigations, including but not limited to providing witness statements and testimony in juvenile or criminal adjudications, or in school discipline proceedings.

8. SCOPE OF THIS AGREEMENT.

(a) Nothing contained in this Agreement shall be construed so as to:

- (i) Release any party from any obligation to respond to a judicial subpoena;
- (ii) Interfere in any way with the authority of law enforcement personnel stationed in schools, or the exchange of information between such personnel and other law enforcement personnel;
- (iii) Limit the authority of representatives of the State's Attorney's Office to release information as part of formal or informal discovery in litigation, including criminal cases; or
- (iv) Constitute a waiver of any privilege, including, but not limited to, law enforcement investigatory privilege, physician-patient privilege, and privilege under the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110/1, *et seq.*). This Agreement only obligates a party to release otherwise privileged information upon waiver of such privilege by all persons and/or agencies entitled to assert it.

(b) The intent of the parties to this Agreement is to allow the maximum exchange of information between law enforcement officials and school districts allowed by law, without waiving any claim of privilege as to third parties, or compromising the duties and obligations of the school officials regarding their duties to protect student records or act in the interest of students.

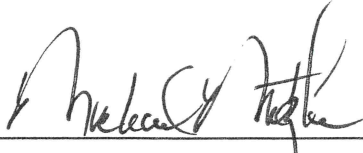
- (i) The Illinois Criminal Code, the Illinois Supreme Court Rules, the Juvenile Court Act, and Federal Family Education Rights and Privacy Act, The Illinois School Student Records Act and the Federal Regulations implementing that Act shall be used as references for definitions, as needed.
- (ii) Should any state or federal statutes or regulations be amended or enacted after the effective date of this contract to alter the information which may be disclosed by or to law enforcement officials or school officials, a meeting between the parties shall be convened within 30 days of written notice by either party to negotiate an amendment to this Agreement to incorporate such changes in the law. Nevertheless, any delay in conducting such a meeting shall have no effect on the terms and conditions of this Agreement.

(c) This Agreement shall be construed to be an intergovernmental agreement within the meaning of Ill. Const. Art. VII, Sec. 10(a), *et seq.* and 5 ILCS 220/1, *et seq.* It shall be effective upon execution by the parties and shall continue in full force and effect for a period of one calendar year from such date and shall be continued in effect from year

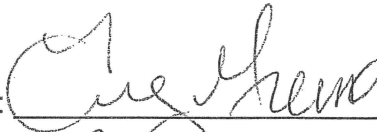
to year thereafter unless any party to the agreement shall notify the other in writing that such party shall desire to terminate or renegotiate the agreement at its next annual expiration.

IN WITNESS WHEREOF, the following officers have executed this Agreement this 26 day of November, 2014.

**VILLAGE OF MAHOMET
POLICE DEPARTMENT**

By: 
Title: Chief of Police

**BOARD OF EDUCATION OF
MAHOMET-SEYMOUR COMMUNITY
UNIT SCHOOL DISTRICT NO. 3**

By: 
Title: President