

**AGREEMENT CONCERNING RECIPROCAL REPORTING BETWEEN
DISTRICT 204 AND THE AURORA POLICE DEPARTMENT**

THIS AGREEMENT, by and between the Aurora Police Department (“APD”) and Indian Prairie Community Unit School District No. 204 (“District 204”) is entered for the purpose of providing a reciprocal reporting system between District 204 and APD (“Parties”).

WHEREAS, Section 10-20.14 of the Illinois School Code (105 ILCS 5/10-20.14(b)), authorizes a reciprocal reporting system between the school district and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, Section 1-7(A)(8) of the Juvenile Court Act (705 ILCS 405/1-7(A)(8)), and Section 5-905(h) of the Juvenile Court Act (705 ILCS 405/5-905(1)(h)) govern juvenile law enforcement records; and

WHEREAS, the Parties have determined they must foster cooperation and improve the flow of information between APD and District 204 in order to provide a safe, healthy, and violence-free school environment; and

WHEREAS, the APD and District 204 recognize the need for educators and law enforcement to share information if 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

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes intergovernmental cooperation such as is contemplated by the Agreement, and Illinois statutes provide that public agencies may share powers through intergovernmental agreements (5 ILCS 220/1 et seq.); the City is a unit of local government (Ill. Const., Art. VII, Sec. 1) and a public agency (5 ILCS 220/1); and,

WHEREAS, for purposes of this Agreement:

"Appropriate School Official" means the individual designee(s) at the District 204 and/or school building appointed to receive, report, and coordinate the law enforcement records or school information that is the subject of this Agreement.

"Law Enforcement Records" means information maintained by APD that relates to a minor who has been investigated, arrested, or taken into custody before his or her 18th birthday.

"Student Information" is information pertaining to student activity that poses an imminent threat of physical harm to students, school personnel, or others who are present in the school or on school grounds.

NOW THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements herein set forth, the Parties, by their execution of this Agreement, hereby agree as follows:

A. The Aurora Police Department agrees to:

1. Provide, maintain, and update as needed, a list of APD's personnel responsible for the receipt, dissemination, and coordination of the Law Enforcement Records and School Information including the APD Officers/staff's contact information.
2. Pursuant to 705 ILCS 405/1-7(A)(8) and 705 ILCS405/5-905(1)(h), copy and/or allow for the inspection of Law Enforcement Records by the Appropriate School Official concerning a minor enrolled in a school within District 204 who has been investigated, arrested or taken into custody before his or her 18th birthday, only if the agency or 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.
 - a. Inspection and copying shall be limited to law enforcement records transmitted to the appropriate school official or officials whom the school has determined to have a legitimate educational or safety interest as set forth in this Reciprocal Reporting Agreement and concerning a minor 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;
 - (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;
 - (v) a violation of the Methamphetamine Control and Community Protection Act;
 - (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 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.

- c. Information may be 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. This 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 a law enforcement agency into actual or suspected criminal activity.
3. Pursuant to 105 ILCS 5/22-20, report to the principal of a minor's public school if the minor is detained for proceedings for any criminal offense or a violation of a municipal or county ordinance by providing information as to the basis of the detention, the circumstances surrounding the events which led to the child's detention, and status of the proceedings, and updates as appropriate to notify the principal of developments and the disposition of the matter.

B. District 204 agrees as follows:

1. District 204 will provide, maintain, and update as needed, a list of Appropriate School Officials responsible for the receipt, dissemination, and coordination of Law Enforcement Records and Student Information, including contact information.
2. Pursuant to 105 ILCS 5/10-27.1A, the School District will report any verified incident involving a firearm in a school or on school-owned or leased property (including on any transportation that is owned, leased or used by the school for its students or school personnel).
3. Pursuant to 105 ILCS 5/10-27.1A, upon receiving a report from any school staff that they have observed any person in possession of a firearm on school grounds, an immediate report of the incident will be made by the school principal (or designee).
4. Pursuant to 105 ILCS 5/10-27.1B, the School District will immediately report any verified incident involving drugs in a school or on school-owned or leased property or on any transportation that is owned, leased or used by the school for its students or school personnel.

5. Pursuant to 105 ILCS 5/10-21.7, upon receipt of a written complaint from any school personnel, the School District will immediately report incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel.
6. Pursuant to 105 ILCS 127/2, within 48 hours of becoming aware of the incident, the school principal (or designee) will report any violation of the Methamphetamine Control and Community Protection Act, Section 5.2 of the Cannabis Control Act, or Sections 401 and 407(b) of the Illinois Controlled Substances Act in a school, on school property, on a public way within 1,000 feet of the school, or on any transportation used by the School District to transport students.
7. School officials must comply with state and federal laws regarding school student records, which are considered confidential, and no school student records or information contained therein may be released, transferred or disclosed except with parental consent or as otherwise permitted by the Illinois School Student Records Act, 105 ILCS 10/1 et seq. The following exceptions permit the release of student records and information to APD without parental consent:
 - a. Student records and information can be released to APD officers in connection with a juvenile proceeding, upon their request, when necessary for the discharge of their official law enforcement duties, prior to adjudication of the student, and upon written certification from the officers that the information will not be disclosed to any other party, except as provided by law or order of court.
 - b. Records and information may be released to APD in connection with an emergency, if such information is needed by APD to protect the health or safety of the student or other persons (considering the seriousness of the threat, the need for the requested records to meet the emergency, whether APD is in a position to deal with the emergency, and the extent to which time is of the essence in dealing with the emergency).
8. The School District will promptly report to APD student activity that constitutes conduct identified in Section A(2)(a), above, and that occurs on school property or at a school-sponsored activity.
9. The School District may report any alleged or suspected criminal activities committed by a student enrolled in District 204. (1996 Ill. Atty. Gen. Op. 96-040)

C. The Parties agree:

1. Any and all information received by any Party as a result of this Agreement shall be kept confidential by the Parties in accordance with any and all applicable laws, and shall not be disclosed to another party except as provided by law.

2. The term of this Agreement shall be July 1, 2018 to June 30, 2019. Unless this Agreement is terminated as provided, this Agreement will automatically renew each year for a term from July 1 to June 30.
3. Any modifications to this Agreement may be made only through written mutual consent of the Parties.
4. A Party may terminate their involvement in this Agreement by providing thirty days prior written notice to the other Party.
5. Except for the reports provided in accordance with Sections A and B, above, any notice or demand required under this Agreement must be in writing, personally served or sent via certified mail with return receipt requested and postage prepaid, directed to the appropriate address listed below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party as provided in this paragraph:

If to the School District:

Indian Prairie Community Unit School District No. 204
780 Shoreline Drive
Aurora, IL 60504
Attention: Superintendent of Schools

If to the City:

City of Aurora
44 E. Downer
Aurora, IL 60507
Attention: Legal Dept.

Aurora Police Department
1200 E. Indian Trail
Aurora, IL 60504
Attn: Chief of Police

6. This Agreement may be executed in one or more counterparts, and transmitted via facsimile or electronic means, each of which so executed will be deemed an original, and all of which taken together will constitute but one and the same instrument, binding on all parties.

[Signature page follows.]

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers on the dates indicated.

THE CITY OF AURORA

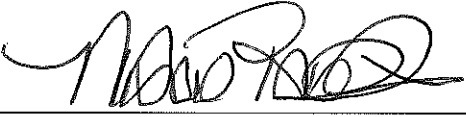
BY: _____
Mayor

Date: _____

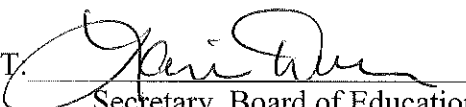
ATTEST: _____
City Clerk

Date: _____

INDIAN PRAIRIE COMMUNITY UNIT SCHOOL DISTRICT NO. 204

BY: 
President, Board of Education

Date: 5/13/2019

ATTEST: 
Secretary, Board of Education

Date: 5/13/2019