

**AGREEMENT CONCERNING RECIPROCAL REPORTING BETWEEN DISTRICT
131 AND THE AURORA POLICE DEPARTMENT FOR THE SCHOOL YEAR 2018-
2019**

THIS AGREEMENT, by and between the City of Aurora, through the Aurora Police Department as the City's law enforcement agency ("APD") and East Aurora School District No. 131 ("District 131") is entered for the purpose of providing a reciprocal reporting system between District 131 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 that it is in the best interests of the parties to foster cooperation and improve the flow of information between APD and District 131 in order to promote a safe, healthy, and violence-free school environment; and

WHEREAS, the APD and District 131 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 131 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 131 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 131 Agrees as follows:

1. District 131 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.

1. Any Party receiving records or other information pursuant to this Agreement from any other Party shall indemnify and hold harmless the sending Party, its employees, agents, officers and officials from any and all liability or claims, including reasonable attorneys' fees arising from the improper release or use of such records or information.
2. 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.
3. 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.
4. Any modifications to this Agreement may be made only through written mutual consent of the Parties.
5. A Party may terminate their involvement in this Agreement by providing thirty days prior written notice to the other Party.
6. 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:

East Aurora School District No. 131
McKnight School Service Center
417 Fifth Street
Aurora, IL 60505
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

[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

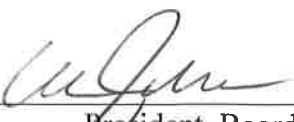
BY: _____
Mayor

Date: _____

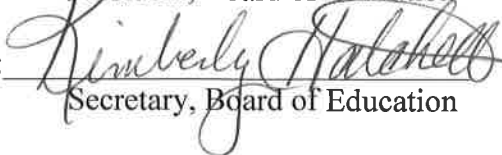
ATTEST: _____
City Clerk

Date: _____

EAST AURORA SCHOOL DISTRICT NO. 131

BY:  _____
President, Board of Education

Date: 8-6-18

ATTEST:  _____
Secretary, Board of Education

Date: 8-6-18