

INTERGOVERNMENTAL AGREEMENT BETWEEN COMMUNITY UNIT SCHOOL DISTRICT NO. 5, MCLEAN AND WOODFORD COUNTIES, ILLINOIS; BLOOMINGTON PUBLIC SCHOOL DISTRICT NO. 87; BLUE RIDGE COMMUNITY UNIT SCHOOL DISTRICT NO. 18; THE DEWITT / LIVINGSTON / MCLEAN COUNTY REGIONAL OFFICE OF EDUCATION NO. 17; EL PASO GRIDLEY COMMUNITY UNIT SCHOOL DISTRICT NO. 11; EUREKA COMMUNITY UNIT SCHOOL DISTRICT NO. 140; GIBSON CITY – MELVIN – SIBLEY COMMUNITY UNIT SCHOOL DISTRICT NO. 5; HEYWORTH COMMUNITY UNIT SCHOOL DISTRICT NO. 4; LEROY COMMUNITY UNIT SCHOOL DISTRICT NO. 2; LEXINGTON COMMUNITY UNIT SCHOOL DISTRICT NO. 7; OLYMPIA COMMUNITY UNIT SCHOOL DISTRICT NO. 16; PRAIRIE CENTRAL COMMUNITY UNIT SCHOOL DISTRICT NO. 8; RIDGEVIEW COMMUNITY UNIT SCHOOL DISTRICT NO. 19; TRI-VALLEY COMMUNITY UNIT SCHOOL DISTRICT NO. 3; THE BLOOMINGTON POLICE DEPARTMENT; THE MCLEAN COUNTY SHERIFF’S DEPARTMENT; THE NORMAL POLICE DEPARTMENT; THE BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY ON BEHALF OF THE ILLINOIS STATE UNIVERSITY LABORATORY SCHOOLS AND THE ILLINOIS STATE UNIVERSITY POLICE DEPARTMENT ONLY, NORMAL, ILLINOIS; THE CITY OF BLOOMINGTON, ILLINOIS; THE COUNTY OF MCLEAN, ILLINOIS; AND THE TOWN OF NORMAL, ILLINOIS REGARDING THE RECIPROCAL REPORTING OF CRIMINAL OFFENSES

This Intergovernmental Agreement (“Agreement”) is entered into by and between Community Unit School District No. 5, McLean and Woodford Counties, Illinois; Bloomington Public School District No. 87; Blue Ridge Community Unit School District No. 18; The DeWitt / Livingston / McLean County Regional Office of Education No. 17; El Paso Gridley Community Unit School District No. 11; Eureka Community School District No. 140; Gibson City – Melvin – Sibley Community Unit School District No. 5; Heyworth Community Unit School District No. 4; Lexington Community Unit School District No. 7; Leroy Community Unit School District No. 2; Olympia Community Unit School District No. 16; Prairie Central Community Unit School District No. 8; Ridgeview Community Unit School District No. 19; Tri-Valley Community Unit School District No. 3 (collectively, the “Schools”); the Bloomington Police Department; the McLean County Sheriff’s Department; the Normal Police Department (collectively, the “Law Enforcement Agencies”); the City of Bloomington, Illinois; the County of McLean, Illinois; the Board of Trustees of Illinois State University on behalf of the Illinois State University Laboratory Schools and the Illinois State University Police Department only; and the Town of Normal, Illinois regarding the reciprocal reporting of information concerning criminal offenses.

RECITALS

WHEREAS, the City of Bloomington is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970;

WHEREAS, the County of McLean is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970;

WHEREAS, Illinois State University is a body corporate and politic of the State of Illinois and a public institution of higher learning as defined in the Board of Higher Education Act (110 ILCS 205/0.01, et seq; 110 ILCS 675/20-1, et seq.);

WHEREAS, the Town of Normal is a unit of local government as defined in Article VII, Section 1 of the Constitution of the State of Illinois of 1970;

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970, units of local government and school districts have the authority to contract or otherwise associate 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 ordinance; and

WHEREAS, pursuant to the Illinois State University Law (110 ILCS 675/20-1, et seq.), the Board has the power to enter into contracts with municipalities within which the University or any branch thereof is located, in whole or in part, for such municipality to provide essential services; and

WHEREAS, the Schools, Board of Trustees of Illinois State University on behalf of the Illinois State University Laboratory Schools, and units of local government are public agencies as defined in Section 2 of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and

WHEREAS, pursuant to Section 5 of the Intergovernmental Cooperation Act, any one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking or to combine, transfer, or exercise any powers, functions, privileges, or authority which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be approved by the governing bodies of each party to the contract; and

WHEREAS, the Illinois General Assembly has found that a safe and civil school environment is necessary for students to learn and achieve; and

WHEREAS, pursuant to Section 24-24 of the Illinois School Code (105 ILCS 5/1-1 et seq.), teachers, other certificated educational employees, and any other person, whether or not a certificated employee, providing a related service for or with respect to a student must maintain discipline in the schools, including school grounds which are owned or leased by the board and used for school purposes and activities. In all matters relating to the discipline in and conduct of the schools and the school children, such persons stand in the relation of parents and guardians to the pupils. This relationship extends to all activities connected with the school program, including all athletic and extracurricular programs, and may be exercised at any time for the safety and supervision of the pupils in the absence of their parents or guardians; and

WHEREAS, pursuant to Sections 10-22.6 and 10-22.10a of the School Code, school authorities may request the assistance of Law Enforcement Agencies for the purpose of conducting inspections and searches of lockers, desks, parking lots, and other school property and equipment owned or controlled by the school for illegal drugs, weapons, or other illegal or dangerous substances or materials, including searches conducted through the use of specially trained dogs. If a search produces evidence that the student has violated or is violating either

the law, local ordinance, or the school's policies or rules, such evidence may be seized by school authorities and turned over to law enforcement authorities, and disciplinary action may be taken; and

WHEREAS, pursuant to Section 10-21.4a of the School Code, it is the responsibility of school principals to utilize resources of proper law enforcement agencies when the safety and welfare of students and teachers are threatened by illegal use of drugs and alcohol; and

WHEREAS, various other sections of the School Code authorize the Schools to work with local law enforcement for the purposes of keeping schools safe and providing education or training; and

WHEREAS, pursuant to Section 10-20.14 of the School Code, parent teacher advisory committees in cooperation with local law enforcement agencies shall develop policy guideline procedures to establish and maintain a reciprocal reporting system between school districts and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, pursuant to Section 10-21.7 of the School Code, the superintendent must report incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel to the local law enforcement authorities immediately after the occurrence of the attack; and

WHEREAS, pursuant to Section 10-27.1A of the School Code, the school principal or his or her designee shall immediately notify a local law enforcement agency upon receiving a report any person has been observed in possession of a firearm on school grounds, other than a law enforcement official engaged in the conduct of his or her official duties; and

WHEREAS, pursuant to Section 10-27.1A of the School Code, the superintendent or his or her designee, upon receipt of a report from any school personnel regarding a verified incident involving a firearm in a school or on school owned or leased property, shall report all such firearm-related incidents occurring in a school or on school property to the local law enforcement authorities immediately; and

WHEREAS, pursuant to Section 10-27.1B of the School Code, the superintendent or his or her designee, upon receipt of a report from any school personnel regarding a verified incident involving drugs in a school or on school owned or leased property, shall report all such drug-related incidents occurring in a school or on school property to the local law enforcement authorities immediately; and

WHEREAS, pursuant to Section 22-20 of the School Code, all law enforcement agencies of the State of Illinois and its political subdivisions shall report to the principal of any public school of this State whenever a child enrolled therein is detained for proceedings under the Juvenile Court Act of 1987, or for any criminal offense 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. The information derived thereby 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; and

WHEREAS, pursuant to Sections 1-7(A)(8)(A) and 5-905(1)(h)(A) of the Juvenile Court Act of 1987 (705 ILCS 405/1-1 et seq.), and in accordance with a reciprocal reporting agreement, appropriate Schools or officials whom the school has determined to have legitimate educational or safety interests are permitted to inspect and copy and law enforcement agencies are permitted to transmit to such officials law enforcement records concerning a minor enrolled in any school who has been arrested or taken into custody for certain offenses, provided the law enforcement agency or officer believes 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 provided further that any information 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;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto covenant, consent, and agree as follows:

1. Reciprocal Reporting Agreement

A. Representatives

The Schools and the Law Enforcement Agencies shall each designate a representative, respectively, to be its point of contact for purposes of this Agreement. The representatives of the Schools and Law Enforcement Agencies, respectively, will arrange periodic meetings as needed. Meetings shall be intended and designed to improve general communication between the parties and share information relevant to criminal activity affecting the educational community.

B. Information Sharing

The Schools and Law Enforcement Agencies agree to share information as provided below. For purposes of this Agreement, the term "School" when applied to the Board of Trustees of Illinois State University shall refer only to the Illinois State University Laboratory Schools.

1. The Law Enforcement Agencies shall report to the Schools:

- a) Information involving students, staff, or parents that directly affects the safety of any school or any of the students or staff of any school. For purposes of this Agreement, the term "school" or phrase "any school" refer to any school operated by the Schools covered under this Agreement.
- b) Whenever a child enrolled in any school is detained for proceedings under the Juvenile Court Act of 1987, or for any criminal offense or any

violation of a municipal or county ordinance during school hours or listed in Section 1B1(c) of this Agreement.

- c) When a student under 18 years of age enrolled in any school has been arrested or taken into custody for any of the following offenses and Law Enforcement Agencies believe there is an imminent threat of physical harm to students, school personnel, or others who are present in the school or on any school grounds (705 ILCS 405/1-7(A)(8) and 5-905(1)(h)):
- 1) A violation of Article 24 of the Criminal Code of 1961 or the Criminal Code of 2012 (720 ILCS 5/24-1 et seq.);
 - 2) A violation of the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.);
 - 3) A violation of the Cannabis Control Act (720 ILCS 550/1 et seq.);
 - 4) A forcible felony as defined in Section 2-8 of the Criminal Code of 1961 or the Criminal Code of 2012 including treason, first degree murder, second degree murder, predatory criminal sexual assault of a child, aggravated criminal sexual assault, criminal sexual assault, robbery, burglary, residential burglary, aggravated arson, arson, aggravated kidnaping, kidnaping, aggravated battery resulting in great bodily harm or permanent disability or disfigurement and any other felony which involves the use or threat of physical force or violence against any individual (720 ILCS 5/2-8);
 - 5) A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 – 646/9999);
 - 6) A violation of Section 1-2 of the Harassing and Obscene Communications Act (720 ILCS 135/0.01 – 135/2);
 - 7) A violation of the Hazing Act (720 ILCS 120/0.01 – 120/10); or
 - 8) 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.
- d) When a student 18 years of age or older has been arrested or taken into custody for any felony; criminal offense (felony or misdemeanor) listed in Section 1B1(c) of this Agreement; “narcotics offense” or “sex offense” as defined in Section 21B-80 of the School Code; gang related offense; offense perpetrated against any student or school personnel; or any similar violations of a municipal or county ordinance.

- e) When any employee of the Schools has been arrested or taken into custody for any felony; criminal offense (felony or misdemeanor) listed in Section 1B1(c) of this Agreement; “narcotics offense” or “sex offense” as defined in Section 21B-80 of the School Code; gang related offense; offense perpetrated against any student or school personnel; or any similar violations of a municipal or county ordinance.
- 2. The Law Enforcement Agencies may report to the Schools intelligence information involving the safety of any school, students, or staff.
 - 3. Schools shall report to Law Enforcement Agencies:
 - a) Immediately upon receipt of a written complaint from any school personnel of an incident of battery committed against a teacher, administrative personnel, or educational support personnel.
 - b) Immediately upon receipt of a report from any school official, school personnel, or other person that they observed a person in possession of a firearm in any school, on any school grounds, or on any school owned or leased property. For purposes of this Agreement, “school grounds” or “school owned or leased property” includes the real property comprising any school, any conveyance owned, leased, or contracted by a school to transport students to or from school or a school-related activity, or any public way within 1,000 feet of the real property comprising any school.
 - c) Immediately upon receipt of a 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.
 - 4. Schools may report to Law Enforcement Agencies:
 - a) Whenever any school administrative personnel have reasonable suspicion to believe that a student has committed a criminal offense or violation of a municipal or county ordinance, provided such report is made in compliance with Section 5(d) of this Agreement.
 - b) Whenever any school administrative personnel have reasonable suspicion to believe that a school employee has committed a criminal offense.

5. All reports:
 - a) Should identify the student or school employee by name and describe the circumstances of the alleged criminal activity, except that the Schools may confer with the Law Enforcement Agencies without identifying the student or school employee involved in order to ascertain whether misconduct in a particular case rises to the level of a criminal offense to be reported under this Agreement;
 - b) Should, except where required to be made immediately, be made as soon as possible; and
 - c) When made pursuant to Section 1(c) above:
 - 1) shall include the basis for detaining the child, circumstances surrounding the events which led to the child's detention, and status of proceedings;
 - 2) shall be updated as appropriate to notify the Schools of developments and the disposition of the matter;
 - 3) shall be kept by the Schools separate from the official school record of such child;
 - 4) shall not become a part of the official school record of such child and shall not be a public record; and
 - 5) shall be used solely by the Schools to aid in the proper rehabilitation of the child and to protect the safety of students and employees in the school.
 - d) When made pursuant to Section 3(a) above must be requested by the Law Enforcement Agencies prior to adjudication of the student by the court. For purposes of this Agreement, the Law Enforcement Agencies hereby make an ongoing and continuing request for information related to criminal offenses and municipal or county ordinance violations suspected to have been committed by students.
6. All information, whether verbal or written, may be disseminated by any representative to any employees of his or her agency, when the representative believes such dissemination is necessary to further the objectives stated in this Agreement.
7. Information may be communicated verbally among the representatives at any time deemed necessary by the representatives. Information may also be verbally communicated among the representatives during meetings called for that purpose; such meetings may be held according to a schedule, or may be called by any representative on an as-needed basis. Information in written form may be

transmitted among the representatives by any agreed-upon method, including but not limited to, United States mail, hand-delivery, fax, or email; such sharing of written information may be according to an agreed-upon schedule, or on an as-needed basis.

8. All information provided or shared under this Agreement shall remain confidential and shall be disclosed only to the persons as identified in this Agreement. By entering this Agreement, the Schools and Law Enforcement Agencies certify that any information received pursuant to this Agreement shall not be disclosed to any other party except as provided by law or court order, which includes but is not limited to the bona fide prosecution of students or school employees.
9. The ILLINOIS CRIMINAL CODE, the ILLINOIS JUVENILE COURT ACT, and the ILLINOIS SCHOOL CODE shall be used as the references for needed definitions and interpretations.

2. Effective Date, Renewal, and Termination

This Agreement will be effective as of the date it is signed by the parties hereto and will remain in effect and automatically renew from year to year unless terminated sooner. Any party may terminate its participation in this Agreement upon thirty (30) days prior written notice to the others.

3. Scope of Agreement

Nothing in this Agreement is intended to impose upon any party a duty to report information to any other party which is not otherwise required by law. This Agreement shall not be interpreted as making an obligation of a party mandatory which is otherwise discretionary under the law or vice versa. No party to this Agreement waives any defenses or immunities it otherwise has under the law, including without limitation any immunities under the Sections 2-204 or 2-205 of the Local Governmental and Governmental Employees Tort Immunity Act or the State Employee Indemnification Act (5 ILCS 350/1, et seq.).

4. Amendment

No change or modification of this Agreement shall be valid unless it is in writing and is signed by all the parties hereto.

5. Assignment

No party to this Agreement may assign this Agreement or its rights or obligations herein.

6. Notices

All notices required pursuant to this Agreement shall be in writing and sent by U.S. certified mail, postage prepaid, return receipt requested or by overnight express delivery to the address of the party set forth below or as otherwise directed in writing by such party or as provided under applicable state law. Notice is deemed given three (3) days after being deposited in the

U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address.

Superintendent
Community Unit School District No. 5
1809 West Hovey Avenue
Normal, IL 61761-4339

Town of Normal
Mayor
11 Uptown Circle
PO Box 589
Normal, IL 61761

Normal Police Department
Chief
11 Uptown Circle
PO Box 589
Normal, IL 61761

Superintendent
Bloomington School District No. 87
300 East Monroe
Bloomington, IL 61701

City of Bloomington
Mayor
109 E. Olive Street
Bloomington, IL 61701

Bloomington Police Department
Chief
305 S East Street
Bloomington, IL 61701-7609

Board of Trustees of Illinois State University
President
421 Hovey Hall
Campus Box 1000
Normal, IL 61790-1000

Superintendent
Blue Ridge CUSD No. 18
411 N John Street
Farmer City, IL 61842

Superintendent
El Paso Gridley CUSD No. 11
97 W. Fifth Street
El Paso, IL 61738

Superintendent
Eureka CUSD No. 140
109 W. Cruger Avenue
Eureka, IL 61530

Superintendent
Gibson City - Melvin - Sibley CUSD No. 5
307 N. Sangamon Avenue
Gibson City, IL 60936

Superintendent
Heyworth CUSD No. 4
522 E. Main Street
Heyworth, IL 61745

Superintendent
Illinois State University Laboratory Schools
Illinois State University
College of Education
Campus Box 5300
DeGarmo 506

Superintendent
LeRoy CUSD No. 2
5500 N 2375 East Road
LeRoy, IL 61752

Superintendent

Superintendent

Lexington CUSD No. 7
Box 67, Wall & Cherry Streets
Lexington, IL 61753

Olympia CUSD No. 16
13593 Burr Oak Road
Bloomington, IL 61704

Superintendent
Prairie Central CUSD No. 19
605 N. Seventh Street
Fairbury, IL 61739

Superintendent
DeWitt / Livingston / McLean County
Regional Office of Education No. 17
200 W. Front Street, Suite 500D
Bloomington, IL 61701

Superintendent
Ridgeview CUSD No. 19
300 S. Harrison Street
Colfax, IL 61728

Superintendent
Tri-Valley CUSD No. 3
410 E. Washington Street
Downs, IL 61736

Chairman
McLean County Board
115 E. Washington Street, Room 401
Bloomington, IL 61701

Sheriff
McLean County Sheriff's Department
104 W. Front Street
Bloomington, IL 61701

7. Governing Law

This Agreement shall be construed in accordance with and pursuant to the laws of the State of Illinois.

8. Non-waiver of Breach

The failure of any party to insist upon strict performance of any of the terms or conditions of this Agreement shall not be construed to be a waiver of such term or condition or any subsequent breach thereof.

9. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

10. Enforcement

It is acknowledged and agreed that no party to this Agreement shall be liable for any negligent or wrongful acts, either by omission or commission, chargeable to the other party. It is further acknowledged and agreed that this Agreement shall not be construed to create a duty owed by any party to any third party. Each party hereto covenants and agrees that the exclusive claims or remedies for breach of this Agreement shall be limited to an action for specific performance or mandamus action or termination of this Agreement. Accordingly, each party hereby waives any and all other claims and remedies, direct or indirect, by way of subrogation or otherwise,

that such party may have against any other party arising out of the performance or non-performance of any provision of this Agreement by such party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf and attested by their duly authorized officers, all on the dates as herein set forth.

COMMUNITY UNIT SCHOOL DISTRICT NO. 5,
McLEAN AND WOODFORD COUNTIES, ILLINOIS

By: _____

Its: _____

Date: _____

TOWN OF NORMAL, ILLINOIS

By: _____

Its: _____

Date: _____

NORMAL POLICE DEPARTMENT

By: _____

Its: _____

Date: _____

BLOOMINGTON PUBLIC SCHOOL DISTRICT NO. 87

By: _____

Its: _____

Date: _____

CITY OF BLOOMINGTON, ILLINOIS

By: _____

Its: _____

Date: _____

BLOOMINGTON POLICE DEPARTMENT

By: _____

Its: _____

Date: _____

BOARD OF TRUSTEES OF ILLINOIS
STATE UNIVERSITY

By: _____

Its: _____

Date: _____

BLUE RIDGE COMMUNITY UNIT
SCHOOL DISTRICT NO. 18

By: _____

Its: _____

Date: _____

EL PASO – GRIDLEY CUSD NO. 11

By: _____

Its: _____

Date: _____

EUREKA CUSD NO. 140

By _____

Its: _____

Date: _____

GIBSON CITY - MELVIN - SIBLEY CUSD NO. 5

By: _____

Its: _____

Date: _____

HEYWORTH CUSD NO. 4

By: _____

Its: _____

Date: _____

LEROY CUSD NO. 2

By: _____

Its; _____

Date: _____

LEXINGTON CUSD NO. 7

By: _____

Its: _____

Date: _____

OLYMPIA CUSD NO. 16

By: _____

Its: _____

Date: _____

PRAIRIE CENTRAL CUSD NO. 8

By: _____

Its: _____

Date: _____

RIDGEVIEW CUSD NO. 19

By: _____

Its: _____

Date: _____

DEWITT / LIVINGSTON / MCLEAN COUNTY
REGIONAL OFFICE OF EDUCATION NO. 17

By: _____

Its: _____

Date: _____

TRI-VALLEY CUSD NO. 3

By: _____

Its: _____

Date: _____

COUNTY OF MCLEAN

By: _____

Its: _____

Date: _____

MCLEAN COUNTY SHERIFF'S
DEPARTMENT

By: _____

Its: _____

Date: _____