

CITY OF LE ROY
COUNTY OF McLEAN, STATE OF ILLINOIS

RESOLUTION NO. 13-10-05-70

**A RESOLUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN
LE ROY COMMUNITY SCHOOL DISTRICT NO. 2, THE CITY OF LE ROY
POLICE DEPARTMENT AND CITY OF LE ROY, ILLINOIS REGARDING
RECIPROCAL REPORTING OF CRIMINAL OFFENSES**

ADOPTED BY THE CITY COUNCIL OF THE CITY OF LE ROY THIS
21st Day of October, 2013

PRESENTED: **October 21, 2013**

PASSED: **October 21, 2013**

APPROVED: **October 21, 2013**

RECORDED: **October 21, 2013**

PUBLISHED: **October 21, 2013**

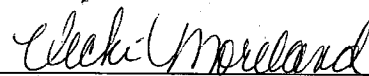
In Pamphlet Form

Voting "Aye" 7

Voting "Nay" 0

The undersigned being the duly qualified and Acting City Clerk of the City of LeRoy does hereby certify that this document constitutes the publication in pamphlet form, in connection with and pursuant to Section 1-2-4 of the Illinois Municipal Code, of the above-captioned **resolution** and that such **resolution** was presented, passed, approved, recorded and published as above stated.

(SEAL)



Vicki Moreland
City Clerk of the City of
Le Roy, McLean County, Illinois

Dated: October 21, 2013

RESOLUTION NO. 13-10-05-70

INTERGOVERNMENTAL AGREEMENT BETWEEN LEROY COMMUNITY UNIT SCHOOL DISTRICT NO. 2, THE CITY OF LEROY POLICE DEPARTMENT, AND THE CITY OF LEROY, ILLINOIS REGARDING THE RECIPROCAL REPORTING OF CRIMINAL OFFENSES

This Intergovernmental Agreement ("Agreement") is entered into by and between Leroy Community Unit School District No. 2, Illinois, the City of LeRoy Illinois Police Department, and the City of LeRoy Illinois regarding the reciprocal reporting of information concerning criminal offenses.

RECITALS

WHEREAS, the City of LeRoy 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 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 LeRoy School District and the LeRoy Police Department shall each designate a representative, respectively, to be its point of contact for purposes of this Agreement. The representatives of the LeRoy School District and LeRoy Police Department, 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 LeRoy School District and the LeRoy Police Department agree to share information as provided below.

1. The LeRoy Police Department 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 LeRoy School District.

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 kidnapping, kidnapping, 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 LeRoy School District 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 LeRoy Police Department may report to the Schools intelligence information involving the safety of any school, students, or staff.

3. The LeRoy School District shall report to the LeRoy Police Department:

- 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. The LeRoy School District may report to the LeRoy Police Department:

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 LeRoy School District may confer with the LeRoy Police Department 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 LeRoy School District of developments and the disposition of the matter;

3) shall be kept by the LeRoy School District 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 LeRoy School District 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 LeRoy Police Department hereby makes 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 LeRoy School District and the LeRoy Police Department 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. Either 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 both of the parties hereto.

5. Assignment

Neither 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.

City of LeRoy

LeRoy Police Department

LeRoy CUSD No. 2

Mayor

Police Chief

Superintendent

207 S. East St.

207 S. East St.

600 E. Pine St.

LeRoy IL 61752

LeRoy IL 61752

LeRoy IL 61752

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 neither 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.

LEROY COMMUNITY UNIT SCHOOL DISTRICT NO. 2,

By: 

Its: Board President

Date: 10-14-13

CITY OF LEROY, ILLINOIS

By: Steven M. Dean

Its: Mayor

Date: 22 October, 2013

CITY OF LEROY POLICE DEPARTMENT, ILLINOIS

By: James D. Williams

Its: Police Chief

Date: 10-22-2013

PASSED by the City Council of the City of Le Roy, Illinois, upon the motion made by James Bratcher, and seconded by Anne Anderson by roll call vote on the 21st day of October, 2013 as follows

Aldermen elected 8

Aldermen Present 7

Voting Aye:

Dawn Hanafin, Greg Steffen, Judy Marshall, Mike Bailey, Monti Albert, James Bratcher, Anne Anderson

Voting Nay:

None

Absent: Rae Anne Ahlers

Abstain:

None

Other:

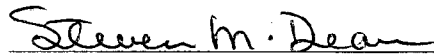
None

And deposited and filed in the office of the City Clerk in said municipality on the 21st day of October, 2013.



Vicki Moreland, City Clerk of the City of Le Roy, McLean County, Illinois

APPROVED BY the Mayor of the City of Le Roy, Illinois, this 21st day of October, 2013



Steve Dean Mayor of the City of Le Roy, Mc Lean County, Illinois

ATTEST: (SEAL)



Vicki Moreland, City Clerk of the City of Le Roy
Mc Lean County, Illinois

CERTIFICATE

I, Vicki Moreland, certify that I am the duly appointed and acting Municipal Clerk of the City of Le Roy, McLean County, Illinois.

I further certify that on **October 21, 2013** the Corporate Authorities of such municipality passed and approved **Resolution No. 13-10-05-70** entitled:


A RESOLUTION OF AN AGREEMENT BETWEEN LE ROY COMMUNITY SCHOOL DISTRICT NO. 2, THE CITY OF LE ROY POLICE DEPARTMENT AND THE CITY OF LE ROY, ILLINOIS REGARDING THE RECIPROCAL REPORTING OF CRIMINAL OFFENSES

Which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Resolution No. **13-10-05-70**, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted at the municipal building, commencing on **October 21, 2013** and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Le Roy, Illinois this 21st day of October, 2013.

(SEAL)


Vicki Moreland, City Clerk of the
City of Le Roy, McLean County,
Illinois

STATE OF ILLINOIS)
) SS:
COUNTY OF MCLEAN)

I, Vicki Moreland do hereby certify that I am the duly qualified and acting City Clerk of the City of Le Roy, McLean County, Illinois, and as such City Clerk that I am the keeper of the records and files of the Mayor and the City Council of said City.


I do further certify that the foregoing is a true, correct and complete copy of an resolution entitled:

A RESOLUTION OF AN AGREEMENT BETWEEN LE ROY COMMUNITY SCHOOL DISTRICT NO. 2, THE CITY OF LE ROY POLICE DEPARTMENT AND THE CITY OF LE ROY, ILLINOIS REGARDING THE RECIPROCAL REPORTING OF CRIMINAL OFFENSES

I do further certify said *resolution* was adopted by the City Council of the City of Le Roy at a regular meeting on the 21st day of October 2013 and prior to the making of this certificate the said resolution was on file with the permanent records of said City where it now appears and remains as a permanent record of said resolution in the record books.

Dated this 21st day of October, 2013

(SEAL)


Vicki Moreland, City Clerk
of the City of Le Roy,
McLean County, Illinois

CERTIFICATE

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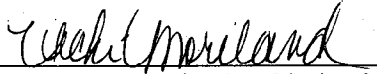
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Dated at Le Roy, Illinois this 21st day of October, 2013.

(SEAL)


Vicki Moreland, City Clerk of the
City of Le Roy, McLean County,
Illinois