

**ORIGINAL**

**RESOLUTION NO. R-2014-11**

**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A 2014 RECIPROCAL REPORTING AGREEMENT  
ENTERED INTO BETWEEN THE VILLAGE OF MAYWOOD AND  
MAYWOOD-MELROSE PARK- BROADVIEW SCHOOL DISTRICT NO. 89**

**WHEREAS**, the President and Board of Trustees of the Village of Maywood ("Village") desire to enter into an intergovernmental agreement entitled "2014 Reciprocal Reporting Agreement Entered Into Between the Village of Maywood and Maywood-Melrose Park-Broadview School District No. 89" ("2014 Agreement") for the purpose of complying with State and federal laws that impose certain reporting requirements on local law enforcement agencies and public schools to enhance the cooperation, reporting and communications to improve the flow of information between educators and law enforcement personnel relating to violent or criminal activity by school-aged children in an effort to rehabilitate the offender, but also to protect the other school children and school employees. A copy of the 2014 Agreement is attached hereto as Exhibit "A" and made a part hereof; and

**WHEREAS**, the Board of Education of Maywood-Melrose Park-Broadview School District No. 89 ("School District") desires to enter into the attached 2014 Agreement; and

**WHEREAS**, Under Public Act 097-1104, which became effective in January 2013, the Illinois legislature adopted new regulations in regard to reciprocal reporting agreements. In order to comply with the amended State laws, the respective corporate authorities of the School District and the Village now desire to enter into the attached 2014 Agreement; and

**WHEREAS**, the attached 2014 Agreement has been prepared to comply with Section 10-20.14 of the Illinois School Code (105 ILCS 5/10-20.14), Section 1-7 of the Juvenile Court Act of 1987 (705 ILCS 405/1-7), Section 22-20 of the Illinois School Code (105 ILCS 5/22-20), Section 6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/6(a)(6.5)), and the Family Educational and Privacy Rights Act (20 U.S.C. 1232g); and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood are authorized, under the applicable State laws and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), to approve the attached 2014 Agreement, and they have determined that it is in the best interests of the Village, its residents, property owners, Village businesses, the public, and the minor children who attend and the employees who work at the School District to approve the attached 2014 Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** Pursuant to the applicable State laws and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), the President and Board of Trustees of the Village of Maywood approve and authorize the execution of an intergovernmental agreement entitled "2014 Reciprocal Reporting Agreement Entered Into Between the Village of Maywood and Maywood-Melrose Park-Broadview School District No. 89" ("2014 Agreement"). A copy of the 2014 Agreement is attached hereto as **Exhibit "A"** and made a part hereof.

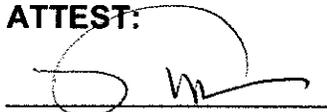
**SECTION 3:** In furtherance of the above approval, the President and Board of Trustees of the Village of Maywood authorize and direct the Village President, the Village Clerk and the Director of Law Enforcement Services, or their designees, to take all required, necessary and appropriate actions to comply with the requirements of the 2014 Agreement and to execute such other documents as may be necessary or convenient to allow the Village to fulfill the obligations under the 2014 Agreement and the directives under this Resolution.

**PASSED** by the Board of Trustees of the Village of Maywood, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 20th day of May, 2014, and approved by me as Village President, and attested by the Village Clerk on the same day.



Village President

**ATTEST:**

  
Village Clerk

**EXHIBIT "A"**

**2014 Reciprocal Reporting Agreement  
Entered Into Between the Village of Maywood  
and Maywood-Melrose Park-Broadview School District No. 89**

(attached)

STATE OF ILLINOIS        )  
                                  ) SS  
COUNTY OF C O O K        )

**CLERK'S CERTIFICATE**

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, do hereby certify that the attached and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

RESOLUTION NO. R-2014-11

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF  
A 2014 RECIPROCAL REPORTING AGREEMENT  
ENTERED INTO BETWEEN THE VILLAGE OF MAYWOOD AND  
MAYWOOD-MELROSE PARK- BROADVIEW SCHOOL DISTRICT NO. 89

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 20<sup>th</sup> day of May, 2014, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 21<sup>st</sup> day of May, 2014.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** Mayor E. Perkins, Trustee(s) A. Jaycox, A. Dorris, M. Rogers, M. Lightford, and R. Rivers.

**NAYS:** None

**ABSTAIN:** Trustee C. Ealey-Cross

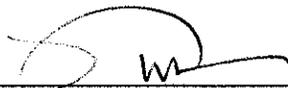
**ABSENT:** None

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 21<sup>st</sup> day of May, 2014.

[SEAL]



  
\_\_\_\_\_  
VILLAGE CLERK

**2014 RECIPROCAL REPORTING AGREEMENT  
ENTERED INTO BETWEEN THE VILLAGE OF MAYWOOD  
AND MAYWOOD-MELROSE PARK-BROADVIEW SCHOOL DISTRICT NO. 89**

**THIS 2014 RECIPROCAL REPORTING AGREEMENT** ("2014 Agreement") is made and entered into by and between the Village of Maywood ("Village") and the School Board of Maywood-Melrose Park-Broadview School District No. 89 ("School District"), on the last date set forth in the execution page at the end of this 2014 Agreement; and

**WHEREAS**, this 2014 Agreement has been prepared to comply with Section 10-20.14 of the Illinois School Code (105 ILCS 5/10-20.14), Section 1-7 of the Juvenile Court Act of 1987 (705 ILCS 405/1-7), Section 22-20 of the Illinois School Code (105 ILCS 5/22-20), Section 6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/6(a)(6.5)) and the Family Educational and Privacy Rights Act (20 U.S.C. 1232(g)); and

**WHEREAS**, the School District and the Village desire to approve and enter into a reciprocal reporting agreement pursuant to State and federal laws that imposed certain reporting requirements on local law enforcement agencies and public schools to enhance the cooperation, reporting and communications to improve the flow of information between educators and law enforcement personnel relating to violent or criminal activity by school-aged children in an effort to rehabilitate the offender, but also to protect the other school children and school employees. Under Public Act 097-1104, which became effective in January 2013, the Illinois legislature adopted new regulations in regard to reciprocal reporting agreements. In order to comply with the amended State laws, the respective corporate authorities of the School District and the Village desire to take the necessary action to approve this 2014 Agreement; and

**WHEREAS**, this 2014 Agreement is entered into and maintained in order to foster cooperation and improve the flow of information between educators and law enforcement personnel; and

**WHEREAS**, the cooperation and flow of information is essential to providing the safe, healthy and violence-free school environment to which all children are entitled, and which all children need to thrive and learn; and

**WHEREAS**, this 2014 Agreement is established after discussion among the undersigned, and with the input of all local parent-teacher advisory committees, resulting in a consensus; and

**WHEREAS**, educators and law enforcement personnel need to have access to activities of minor students in and out of school, so that they may work together in an efficient manner to prevent, eliminate and discourage acts of crime, violence and intimidation, to promote the maintenance of discipline and safety in the schools, to promote safety in the community, and to facilitate the rehabilitation of students; and

**WHEREAS**, the respective corporate authorities of the Village and the School District are authorized to enter into this 2014 Agreement pursuant to Article VII, Section 10(a) of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and they have each determined that the approval of and entering into this 2014 Agreement is in

the best interests of the public and the minor children who attend and the employees who work at the School District.

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

In response to legislative mandate and in recognition of the parties' responsibilities to provide a safe, orderly and predictable school environment, the undersigned establish and agree to abide by the following protocol for the sharing of information and records:

1. The School District shall provide the Director of Law Enforcement Services of the Village of Maywood (hereinafter "Police Chief") with a list of administrators to be contacted as needed. The list will contain regular and emergency telephone numbers for the administrators and will identify 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 Section 1-7(A)(8) of the Juvenile Court Act. 705 ILCS 405/1-7(A)(8).
2. The Police Chief shall provide the School District with the names and titles of a primary contact (generally the assigned Police Liaison Officer) and two back-up contacts, who will have the primary responsibility for implementing these guidelines on behalf of the Maywood Police Department. Any person so designated by the Police Chief shall be considered an "Appropriate Law Enforcement Representative," for purposes of Section 1-7(A)(8) of the Juvenile Court Act. 705 ILCS 405/1-7(A)(8).
3. The School District and Police Chief may, as they deem necessary and upon written notification, designate different persons to the respective positions of "Appropriate School Official" and "Appropriate Law Enforcement Representative."
4. Any Appropriate School Official and Appropriate Law Enforcement Official (collectively, the "Appropriate Officials") may communicate verbally between each other as deemed necessary. Said officials will arrange meetings, as needed, between school officials and individuals representing law enforcement to share information regarding criminal offenses committed by students and to otherwise facilitate and review enforcement of this 2014 Agreement. Information and records shared at such meetings may be verbally communicated among said officials, except that Law Enforcement Records, as defined in Section 9(A), must be provided in writing. Information in written form may be transmitted among the Appropriate Officials by any agreed-upon method, including, but not limited to, United States mail, personal delivery or facsimile transmission, provided security safeguards are in place to ensure confidentiality.
5. The School District and the Police Department acknowledge and agree to adhere to their statutory reporting responsibilities, as may be amended and as summarized in **Exhibit "A"**, which is attached hereto and incorporated herein, and which duties are in addition to those set forth herein.
6. The School District, acting through the Appropriate School Official, may report any alleged or suspected criminal acts of students to the Appropriate Law Enforcement Official. In accordance with the Opinion of the Illinois Attorney General (1996 Ill. Atty. Gen. Op. 96-040), such criminal activity is intended to include:

- A. Sale or possession of illegal, controlled substances or other intoxicants;
  - B. Student activity involving weapons, including firearms as defined in **Exhibit "B"**; items used as weapons or any impact or destructive device;
  - C. All cases involving gang activity;
  - D. Acts of vandalism;
  - E. Student activity involving a serious crime or felony, including:
    - i. forcible felonies as defined in Section 2-8 of the Criminal Code of 1961, as amended, and as set forth for reference in **Exhibit "C"**;
    - ii. fights or violent activity which might reasonably carry over into the community;
    - iii. abuse, neglect, lock-out and runaway situations; and
    - iv. other activities involving students which threaten the safety of students or community members on or off campus.
7. School officials shall follow State and federal laws regarding school records. In addition, it is recognized that the reports and other information maintained by law enforcement officers working in the school are not student records. 105 ILCS 10/2(d). Further, for the purpose of the Family Educational and Privacy Rights Act (20 U.S.C. 1232g(a)(4)(B)(ii)), law enforcement officers working in the school shall be considered a law enforcement unit of the school, such that the records maintained by said law enforcement officers are not educational records.
8. Section 6(a)(6.5) of the Illinois School Student Records Act (105 ILCS 10/6(a)(6.5)), authorizes the School District to release student record 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 such records will not be disclosed to any other party, except as provided by law or order of court. In the event that such information is so provided, the Village hereby agrees that all student record information disclosed and communications made under this paragraph are to remain confidential and will not be disclosed to any other party, except as provided by State law or order of court. This provision is intended, among other things, to satisfy the written certification requirement of Section 6(a)(6.5) of the Illinois School Student Records Act and the Family Educational and Privacy Rights Act (20 U.S.C. 1232(g)).
9. It is understood that the Maywood Police Department and all Appropriate Law Enforcement Representatives will comply with applicable State and federal law in implementing these procedures and that they may:
- A. Provide copies of Law Enforcement Records to the Appropriate School Official for persons under 17 years of age, who are enrolled in a school within the School District, pursuant to Section 1-7(A)(8) of the Juvenile Court Act of 1987 (705 ILCS 405/1-7(A)(8)), only if the student has been arrested or taken into custody for one of the following offenses, provided that the Police Department 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:
    - (i) any violation of Article 24 of the Criminal Code of 1961, 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 violation of the Methamphetamine Control and Community Protection Act; as amended; and
- (v) a forcible felony as defined in Section 2-8 of the Criminal Code of 1961, as amended, and as set forth for reference in **Exhibit "C"**;
- (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, 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 minor student and shall not be a public record. The information shall be used solely by the Appropriate School Official or Officials to aid in the proper rehabilitation of the minor student and to protect the safety of students and employees in the school. If the Appropriate Officials deem it to be in the best interest of the minor student, 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 the Police Department 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 Police Department 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.

- B. Provide copies to, or authorize inspection by the Appropriate School Official, pursuant to Section 2.15 of the Freedom of Information Act (5 ILCS 140/2.15), of the following records for persons of 17 years of age or older, who are enrolled in a school within the School District:
  - i. chronologically maintained arrest information, such as traditional arrest logs or blotters; and
  - ii. the name of the person in custody of the Police Department and the charges for which the person is being held.

- 10. All information disclosed and communications made under this policy are to remain confidential and shall not be disclosed or made available in any form to any other person

or agency outside of this 2014 Agreement, except as specifically authorized by this 2014 Agreement or unless specifically authorized by law.

11. The responsibilities of the Appropriate School Officials and Appropriate Law Enforcement Officials under this 2014 Agreement shall include providing information pertaining to activities occurring in school, on school grounds, off school grounds, at school-related activities, or by or against school personnel.
12. Nothing in this policy and procedure is intended to limit or restrict the duty and authority of school personnel 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 law enforcement investigations, including but not limited to providing witness statements and testimony.
13. Where an activity reportable under these guidelines poses an imminent threat to the safety of students or community members, the information will be shared as soon as possible.
14. The Illinois Criminal Code, the Juvenile Court Act and the School/Law Enforcement Relations Handbook, prepared by the Education/Law Enforcement Committee, shall be incorporated herein as a reference for defining any terms in this 2014 Agreement.
15. The agreements, covenants, terms and conditions contained herein may be modified only through written mutual consent of the parties hereto.
16. All terms and conditions as set forth in this 2014 Agreement shall remain in full force and effect until either the Village or the School District officially votes to terminate this 2014 Agreement. This 2014 Agreement shall become effective when approved and executed by both parties.

**IN WITNESS WHEREOF**, the following officers have executed this 2014 Agreement pursuant to the lawful authority granted by their respective corporate authorities this \_\_\_\_ day of \_\_\_\_\_, 2014.

**MAYWOOD-MELROSE PARK-BROADVIEW  
SCHOOL DISTRICT NO. 89**

**VILLAGE OF MAYWOOD**

By: \_\_\_\_\_  
Its Board President

By: \_\_\_\_\_  
Edwenna Perkins, Village President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit "A"

### Additional Duties Imposed by Illinois Statutes

School Districts and Law Enforcement Agencies have certain reciprocal reporting duties by statute. These duties are separate from and in addition to any reciprocal reporting duties set forth in the 2014 Agreement to which this Exhibit is attached. The following is a list of those duties:

A. School duties.

- (1) The superintendent (or designee) is required to immediately report to the Police Department, upon receipt of a written complaint from any school personnel, all incidents of battery committed against teachers, teacher personnel, administrative personnel or educational support personnel. 105 ILCS 5/10-21.7. Notification of the state police is required within 3 days.
- (2) The principal (or designee) is required to immediately report to the Police Department:
  - i. upon receiving a report from any school official or from any other person that any person, other than a law enforcement official engaged in the conduct of his or her official duties, was observed in possession of a firearm on school grounds; 105 ILCS 5/10-27.1A(a and b).
  - ii. upon receipt of any written, electronic or verbal report from any school personnel regarding a verified incident involving a firearm in a school or on school owned or leased property. 105 ILCS 5/10-27.1A(c). Notification of the state police is subject to state police requirements. Such incidents include possession of a firearm. Firearm is defined in 430 ILCS 65/1.1, a copy of which is attached for reference in **Exhibit "C"**.
  - iii. upon receipt of any written, electronic or verbal report from any school personnel regarding a verified incident involving drugs (cannabis and narcotic drugs) in a school or on school owned or leased property. 105 ILCS 5/10-27.1(B). Notification of the state police is subject to state police requirements.
- (3) The principal (or designee) is required to report to the Police Department within 48 hours of becoming aware of any incidents involving violation of Section 5.2 of the Cannabis Control Act and/or Section 401 and Section 407(b) of the Illinois Controlled Substances Act occurring in the school, on the real property comprising the school, on a public way within 1,000 feet of the school, or in any conveyance owned, leased or contracted by a school to transport students to or from school or a school-related activity. 105 ILCS 127/2.
- (4) The records provided to the School District by the Police Department in B.(1) below must be kept separate from and not become a part of the official school record of a child. Such records are not a public record, and can be used solely by the principal, counselors and teachers of the school to aid in the proper

rehabilitation of the child and to protect the safety of students and employees in the school. 105 ILCS 5/22-20.

B. Police Department duties.

- (1) The Police Department must report to the principal of the school whenever a child enrolled there is detained for proceedings under the Juvenile Court Act of 1987, or for any criminal offense or violation of a municipal or county ordinance. The report must contain the basis for detaining the child, circumstances surrounding the events which led to the child's detention and statutory proceedings with appropriate updates of developments and disposition. 105 ILCS 5/22-20.

C. School District and Police Department duties:

- (1) School personnel and law enforcement officers having reasonable cause to believe a child known to them in their professional or official capacity may be an abused child or a neglected child shall immediately report or cause a report to be made to the Department of Children and Family Services. 325 ILCS 5/4.

## **Exhibit "B"**

### **720 ILCS 5/24-1. Unlawful Use of Weapons**

(a) A person commits the offense of unlawful use of weapons when he knowingly:

(1) Sells, manufactures, purchases, possesses or carries any bludgeon, black- jack, slung-shot, sand-club, sand-bag, metal knuckles, throwing star, or any knife, commonly referred to as a switchblade knife, which has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife, or a ballistic knife, which is a device that propels a knifelike blade as a projectile by means of a coil spring, elastic material or compressed gas; or

(2) Carries or possesses with intent to use the same unlawfully against another, a dagger, dirk, billy, dangerous knife, razor, stiletto, broken bottle or other piece of glass, stun gun or taser or any other dangerous or deadly weapon or instrument of like character; or

(3) Carries on or about his person or in any vehicle, a tear gas gun projector or bomb or any object containing noxious liquid gas or substance, other than an object containing a non-lethal noxious liquid gas or substance designed solely for personal defense carried by a person 18 years of age or older; or

(4) Carries or possesses in any vehicle or concealed on or about his person except when on his land or in his own abode or fixed place of business any pistol, revolver, stun gun or taser or other firearm, except that this subsection (a) (4) does not apply to or affect transportation of weapons that meet one of the following conditions:

- (i) are broken down in a non-functioning state; or
- (ii) are not immediately accessible; or
- (iii) are unloaded and enclosed in a case, firearm carrying box, shipping box, or other container by a person who has been issued a currently valid Firearm Owner's Identification Card; or

(5) Sets a spring gun; or

(6) Possesses any device or attachment of any kind designed, used or intended for use in silencing the report of any firearm; or

(7) Sells, manufactures, purchases, possesses or carries:

(i) a machine gun, which shall be defined for the purposes of this subsection as any weapon, which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one shot without manually reloading by a single function of the trigger, including the frame or receiver of any such weapon, or sells, manufactures, purchases, possesses, or carries any combination of parts designed or intended for use in converting any weapon into a machine gun, or any combination or parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person;

(ii) any rifle having one or more barrels less than 16 inches in length or a shotgun having one or more barrels less than 18 inches in length or any weapon made from a rifle or shotgun, whether by alteration, modification, or otherwise, if such a weapon as modified has an overall length of less than 26 inches; or

(iii) any bomb, bomb-shell, grenade, bottle or other container containing an explosive substance of over one-quarter ounce for like purposes, such as, but not limited to, black powder bombs and Molotov cocktails or artillery projectiles; or

(8) Carries or possesses any firearm, stun gun or taser or other deadly weapon in any place which is licensed to sell intoxicating beverages, or at any public gathering held pursuant to a license issued by any governmental body or any public gathering at which an admission is charged, excluding a place where a showing, demonstration or lecture involving the exhibition of unloaded firearms is conducted.

This subsection (a)(8) does not apply to any auction or raffle of a firearm held pursuant to a license or permit issued by a governmental body, nor does it apply to persons engaged in firearm safety training courses; or

(9) Carries or possesses in a vehicle or on or about his person any pistol, revolver, stun gun or taser or firearm or ballistic knife, when he is hooded, robed or masked in such manner as to conceal his identity; or

(10) Carries or possesses on or about his person, upon any public street, alley, or other public lands within the corporate limits of a city, village or incorporated town, except when an invitee thereon or therein, for the purpose of the display of such weapon or the lawful commerce in weapons, or except when on his land or in his own abode or fixed place of business, any pistol, revolver, stun gun or taser or other firearm, except that this subsection (a) (10) does not apply to or affect transportation of weapons that meet one of the following conditions:

(i) are broken down in a non-functioning state; or

(ii) are not immediately accessible; or

(iii) are unloaded and enclosed in a case, firearm carrying box, shipping box, or other container by a person who has been issued a currently valid Firearm Owner's Identification Card.

A "stun gun or taser", as used in this paragraph (a) means (i) any device which is powered by electrical charging units, such as, batteries, and which fires one or several barbs attached to a length of wire and which, upon hitting a human, can send out a current capable of disrupting the person's nervous system in such a manner as to render him incapable of normal functioning or (ii) any device which is powered by electrical charging units, such as batteries, and which, upon contact with a human or clothing worn by a human, can send out current capable of disrupting the person's nervous system in such a manner as to render him incapable of normal functioning; or

(11) Sells, manufactures or purchases any explosive bullet. For purposes of this paragraph (a) "explosive bullet" means the projectile portion of an ammunition cartridge which contains or carries an explosive charge which will explode upon contact with the flesh of a human or an animal. "Cartridge" means a tubular metal case having a projectile affixed at the front thereof and a cap or primer at the rear end thereof, with the propellant contained in such tube between the projectile and the cap; or

(12) (Blank).

(b) Sentence. A person convicted of a violation of subsection 24-1(a)(1) through (5), subsection 24-1(a)(10), or subsection 24-1(a)(11) commits a Class A misdemeanor. A person convicted of a violation of subsection 24-1(a)(8) or 24-1(a)(9) commits a Class 4 felony; a person convicted of a violation of subsection 24-1(a)(6) or 24-1(a)(7)(ii) or (iii) commits a Class 3 felony. A person convicted of a violation of subsection 24-1(a)(7)(i) commits a Class 2 felony, unless the weapon is possessed in the passenger compartment of a motor vehicle as defined in Section 1-146 of the Illinois Vehicle Code, or on the person, while the weapon is loaded, in which case it shall be a Class X felony. A person convicted of a second or subsequent violation of subsection 24-1(a)(4), 24-1(a)(8), 24-1(a)(9), or 24-1(a)(10) commits a Class 3 felony.

(c) Violations in specific places.

(1) A person who violates subsection 24-1(a)(6) or 24-1(a)(7) in any school, regardless of the time of day or the time of year, in residential property owned, operated or managed by a public housing agency or leased by a public housing agency as part of a scattered site or mixed-income development, in a public park, in a courthouse, on the real property comprising any school, regardless of the time of day or the time of year, on residential property owned, operated or managed by a public housing agency or leased by a public housing agency as part of a scattered site or mixed-income development, on the real property comprising any public park, on the real property comprising any courthouse, in any conveyance owned, leased, or contracted by a school to transport students to or from school or a school related activity, or on any public way within 1,000 feet of the real property comprising any school, public park, courthouse, or residential property owned, operated, or managed by a public housing agency or leased by a public housing agency as part of a scattered site or mixed-income development commits a Class 2 felony.

(1.5) A person who violates subsection 24-1(a)(4), 24-1(a)(9), or 24-1 ( a)(10) in any school, regardless of the time of day or the time of year, in residential property owned, operated, or managed by a public housing agency or leased by a public housing agency as part of a scattered site or mixed-income development, in a public park, in a courthouse, on the real property comprising any school, regardless of the time of day or the time of year, on residential property owned, operated, or managed by a public housing agency or leased by a public housing agency as part of a scattered site or mixed-income development, on the real property comprising any public park, on the real property comprising any courthouse, in any conveyance owned, leased, or contracted by a school to transport students to or from school or a school related activity, or on any public way within 1,000 feet of the real property comprising any school, public park, courthouse, or residential property owned, operated, or managed by a public housing agency or leased by a public housing agency as part of a scattered site or mixed-income development commits a Class 3 felony.

(2) A person who violates subsection 24-1(a)(1), 24-1(a)(2), or 24-1(a)(3) in any school, regardless of the time of day or the time of year, in residential property owned, operated or managed by a public housing agency or leased by a public housing agency as part of a scattered site or mixed-income development, in a public park, in a courthouse, on the real property comprising any school, regardless of the time of day or the time of year, on residential property owned, operated or managed by a public housing agency or leased by a public housing agency as part of a scattered site or mixed-income development, on the real property comprising any public park, on the real property comprising any courthouse, in any conveyance

owned, leased or contracted by a school to transport students to or from school or a school related activity, or on any public way within 1,000 feet of the real property comprising any school, public park, courthouse, or residential property owned, operated, or managed by a public housing agency or leased by a public housing agency as part of a scattered site or mixed-income development commits a Class 4 felony. "Courthouse" means any building that is used by the Circuit, Appellate, or Supreme Court of this State for the conduct of official business.

(3) Paragraphs (1), (1.5), and (2) of this subsection (c) shall not apply to law enforcement officers or security officers of such school, college, or university or to students carrying or possessing firearms for use in training courses, parades, hunting, target shooting on school ranges, or otherwise with the consent of school authorities and which firearms are transported unloaded enclosed in a suitable case, box, or transportation package.

(4) For the purposes of this subsection (c), "school" means any public or private elementary or secondary school, community college, college, or university.

(d) The presence in an automobile other than a public omnibus of any weapon, instrument or substance referred to in subsection (a)(7) is prima facie evidence that it is in the possession of, and is being carried by, all persons occupying such automobile at the time such weapon, instrument or substance is found, except under the following circumstances: (i) if such weapon, instrument or instrumentality is found upon the person of one of the occupants therein; or (ii) if such weapon, instrument or substance is found in an automobile operated for hire by a duly licensed driver in the due, lawful and proper pursuit of his trade, then such presumption shall not apply to the driver.

(e) Exemptions. Crossbows, Common or Compound bows and Underwater Spearguns are exempted from the definition of ballistic knife as defined in paragraph (1) of subsection (a) of this Section.

## Exhibit "C"

### **430 ILCS 65/1.1., Firearm.**

"Firearm" means any device, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosion, expansion of gas or escape of gas; excluding, however:

(1) any pneumatic gun, spring gun, paint ball gun or B-B gun which either expels a single globular projectile not exceeding .18 inch in diameter and which has a maximum muzzle velocity of less than 700 feet per second or breakable paint balls containing washable marking colors;

(2) any device used exclusively for signaling or safety and required or recommended by the United States Coast Guard or the Interstate Commerce Commission;

(3) any device used exclusively for the firing of stud cartridges, explosive rivets or similar industrial ammunition; and

(4) an antique firearm (other than a machine-gun) which, although designed as a weapon, the Department of State Police finds by reason of the date of its manufacture, value, design, and other characteristics is primarily a collector's item and is not likely to be used as a weapon.

### **720 ILCS Section 2-8. Forcible Felony.**

"Forcible felony" means 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.