STATE OF ILLINOIS
STATE POLICE
LAW ENFORCEMENT
PORTAL

USER AGREEMENT FOR SCHOOL ADMINISTRATORS

This agreement is entered into by and between:

_____ *(Participating Agency)*

and the Illinois State Police (hereinafter referred to as ISP). The Agreement sets forth the conditions governing the Participating Agency's use of ISP's Law Enforcement Portal for the purposes of submitting clear and present danger reports.

RECITALS

WHEREAS, The ISP maintains and operates the Law Enforcement Portal; and

WHEREAS, The Participating Agency is any private, public, or charter school or school district with statutory authority to submit clear and present danger reports; and

WHEREAS, this User Agreement is authorized pursuant to the provisions of Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act [5 ILCS 220], the Illinois Not for Profit Corporation Act [805 ILCS 105], and other statutes and common law, as may be applicable to the ISP and each Participating Agency.

NOW, THEREFORE, ISP and Participating Agency agree as follows:

ARTICLE I: DEFINITIONS

Parties—The Participating Agency and the Illinois State Police are each a Party to this Agreement ("Party" or collectively "Parties").

Participating Agency— Any private, public, or charter school or school district.

Clear and Present Danger— Clear and present danger means, for various reporters, a person who "communicates a serious threat of physical violence against a reasonably identifiable victim or poses a clear and imminent risk of serious physical injury to himself, herself, or another person as determined by a physician, clinical psychologist, or qualified examiner; or demonstrates threatening physical or verbal behavior, such as violent, suicidal, or assaultive threats, actions, or other behavior, as determined by a physician, clinical psychologist, qualified examiner, school administrator, or law enforcement official." (430 ILCS 65/1.1).

ARTICLE II: PURPOSE AND AUTHORITY

It is the duty of the school administrator, principal, and/or designee of a public elementary school or secondary school, or his or her designee, and the chief administrative

officer of a private elementary or secondary school or a public or private community college, college, or university, or his or her designee, to report to the Illinois State Police when a student is determined to pose a clear and present danger to himself, herself, or to others, within 24 hours of the determination. [430 ILCS 65/8.1(d)(2); 430 ILCS 66/105; 405 ILCS 5/6-103.3]

The purpose of this User Agreement is to provide principals, administrators, and/or designees of the Participating Agency an electronic means to report when the principals, administrators, and/or designees have determined that a person poses a clear and present danger. If a person is determined to pose a clear and present danger to himself, herself, or to others, the principal, administrator, and/or designee shall notify the ISP within 24 hours of making the determination. (430 ILCS 65/8.1(d)(2); 430 ILCS 66/105; 405 ILCS 5/6-103.3). This Agreement is intended to enhance and foster the responsible exchange of information by ensuring that the Participating Agency and the ISP understand their respective roles and responsibilities.

ARTICLE III: RESPONSIBILITIES

Participating Agency's Responsibilities:

a. The Participating Agency is responsible for its principals, administrators, and/or designees reporting any and all Clear and Present Danger determinations made pursuant to 430 ILCS 65/8.1(d)(2), 430 ILCS 66/105, and 405 ILCS 5/6-103.3 through the portal or backup reporting process, as applicable.

b. The Participating Agency shall ensure its principals, administrators, and/or designees employed by it are advised of the requirements for Clear and Present Danger reporting and authorized for system access.

Illinois State Police Responsibilities:

The ISP is responsible for processing any submitted Clear and Present Danger determinations in accordance with law.

ARTICLE IV: MAINTENANCE OF RECORDS

a. The ISP shall maintain and be the custodian of all records submitted through the portal or otherwise pertaining to clear and present danger reporting. The ISP shall maintain all records in compliance with relevant Record Retention Schedules and the State Records Act. [5 ILCS 160/et seq.]

b. The Participating Agency may retain a copy of the records submitted to ISP by its school administrators, principals, or designees pertaining to clear and present danger and maintain records in compliance with the Illinois School Student Records Act and other laws, as and to the extent applicable to the Participating Agency and its records. Full copies of all such submissions shall be housed in each individual user's portal and can be printed from the portal.

ARTICLE V: DURATION, MODIFICATION, AND TERMINATION

a. This Agreement shall be in effect upon the signature of both the Participating Agency and the Director of the Illinois State Police, or a properly appointed designee. The ISP will provide notice to the Participating Agency of the effective date and provide the Participating Agency with a copy of the fully executed Agreement. The Agreement will

be in effect for one year from the final date of signature and shall renew automatically for one-year periods. Each party shall review the Agreement prior to the annual renewal date. This Agreement represents the full and complete understanding of the parties and all prior agreements, whether oral or written, pertaining to any of the subject matters expressed herein, which are hereby deemed merged into this Agreement and superseded by the terms and conditions expressed herein.

b. Modifications to this Agreement may be made, but only in writing and signed by both parties.

c. This Agreement will terminate when either party notifies the other of its intent to discontinue the Agreement. Notice shall be provided to the parties listed in Article XI of this Agreement. The terminating party will provide the other party written notice at least 30 days prior to the desired termination date.

ARTICLE VI: USE OF PORTAL

a. The ISP shall permit the Participating Agency limited access to the ISP Law Enforcement Portal and shall provide the Participating Agency at least one (1) username for purposes of submitting a report of a determination of a clear and present danger as defined in Section 1.1 of the Firearm Owners Identification Card Act. [430 ILCS 65/1.1]. The Participating Agency signing this agreement will have the ability to create additional users in the portal for purposes of submitting a report of a determination of a clear and present danger as defined above.

ARTICLE VII: FREEDOM OF INFORMATION ACT

a. In its afore-mentioned role as the custodian of all records generated, the ISP shall respond to requests for records made under the Freedom of Information Act (FOIA). [5 ILCS 140/et seq.]

b. The Participating Agency is responsible for serving as the custodian of its records and responding to requests made to it under the Freedom of Information Act, as and to the extent applicable to the Participating Agency and its records. [5 ILCS 140/et seq.]

ARTICLE VIII: INFORMATION SECURITY PROTOCOLS

Should a security breach result in unauthorized acquisition of personal information, information owners will be notified of the incident in a timely manner, in accordance with the Personal Information Protection Act. (815 ILCS 530/1 *et seq*.). Each Party shall immediately notify the other Party upon discovery of a breach of the portal system or its data. The Party to which the breach is allocated shall have 90 days to report to the other Party what steps have been taken to protect the information from future compromise. ISP shall notify the Participating Agency if any individually identifiable information or data related to submitted reports has been improperly disclosed. Once the nature of the breach has been determined, the ISP will work with the Participating Agency to facilitate proper notification to affected individuals in accordance with the Personal Information Protection Act ("PIPA"). Under PIPA, personal information is defined as an individual's first name or initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted:

(1) Social Security number;

(2) Driver's license number or state identification card number;

(3) Account number or credit or debit card number, or an account number or credit card number in combination with any required security code, access code, or password that would permit access to an individual's financial account;

(4) Medical Information;

(5) Health Insurance Information; or

(6) Unique Biometric Data generated from measurements or technical analysis of human body characteristics used by the owner or licensee to authenticate an individual, such as a fingerprint, retina or iris image, or other unique physical representation or digital representation of biometric data.

Personal information will be considered to be acquired, or reasonably believed to be acquired, by an unauthorized person in any of the following situations:

(1) Loss of documents – lost or stolen documents containing personal information;

(2) Loss of computing system – Loss of any server, desktop, laptop, or personal digital assistant (PDA) containing unencrypted personal information;

(3) Hacking incident – A successful intrusion of a computer system via the network;

(4) Unauthorized data access – The access or attempt to access data by individuals who are unauthorized to access that data. This includes situations where individuals have received data that they are unauthorized to access: emails sent to the wrong recipient, paper documents sent to the wrong recipient and incorrect computer access settings. This also covers situations where unencrypted personal information has been downloaded, copied or used by an unauthorized person.

ARTICLE IX. SUSPENSION/TERMINATION OF SERVICE

ISP shall inform Participating Agencies of backup reporting methods for use in the event of outage or disruption of the portal or the Participating Agency's ability to utilize the portal. ISP reserves the right to immediately and unilaterally suspend or terminate the Participating Agency's access to the Portal when any term of this Agreement is violated. If this agreement is terminated, the Participating Agency will still have an obligation to report Clear and Present Danger Determinations as required by applicable state law. If this Agreement is terminated, ISP will provide written notice to the Participating Agency of the physical or electronic address for reporting Clear and Present Danger Determinations. Suspended service shall only be resumed upon such terms and conditions as the ISP shall deem appropriate under the circumstances. Suspension may be followed by termination if deemed necessary by ISP.

ARTICLE X: NOTICES

All required notices shall be delivered to the following:

To the Participating Agency:

Name:

Title:

Agency:

Email Address:

To the ISP:

Name: Office of Firearms Safety

Email Address: ISP.CCW.Illinois@illinois.gov

Address: 801 South 7th Street,
Springfield, Illinois 62703

_____ _____

Participating Agency (signature) Date

_____ _____

Director of the Illinois State Police Date