

## RECIPROCAL REPORTING AGREEMENT

**This Reciprocal Reporting Agreement**, entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the New Berlin CUSD #16 (hereafter referred to as “School District”), the Sangamon County Sheriff’s Department, the Springfield Police Department, New Berlin Police Department, and Loami Police Department, and Illinois State Police (hereafter collectively referred to as the “Police Department”), and the Sangamon County State’s Attorney (hereafter referred to as the “State’s Attorney”);

**WITNESSETH:**

**WHEREAS**, Section 10-20.14 of the Illinois School Code, 105 ILCS 5/10-20.14, authorizes the School District to establish and maintain a reciprocal reporting system between the School District and Police Department regarding the reporting of criminal offenses committed by students; and

**WHEREAS**, Section 1-7 of the Illinois Juvenile Justice Act of 1987, 705 ILCS 405/1-7, authorizes the Police Department to share law enforcement records with the School District concerning a minor enrolled in the School District who has been arrested or taken into custody for certain offenses; and

**WHEREAS**, the School District and Police Department have reached agreement concerning the protocol of reporting criminal offenses committed by students to each other and wish to memorialize the terms of such agreement herein; and

**WHEREAS**, both the School District and the Police Department are authorized to enter into this agreement.

**NOW, THEREFORE**, in consideration of the foregoing, and the promises and covenants set forth hereinafter, it is agreed as follows:

1. The School District's Superintendent or designee(s) with the Chiefs of Police or designee(s), Sheriff and State's Attorney will arrange for meetings as may be needed between School District, Police Department, and State's Attorney officials in order to share information, and shall share and make available information with each other that is related to the commission of criminal offenses by students who attend a school in the School District. Such information, to the extent allowed by law, shall include court records, police reports, dispositional, sentencing, background, and investigative information.
2. With respect to the arrest of students under the age of 17 years, the Police Department or designee(s) and the Principal of a respective attendance center in the School District shall report to each other the following activities when committed by a student who is enrolled in the Principal's attendance center:
  - Any unlawful use of weapons as prohibited by Section 24-1 of the Illinois Criminal Code of 1961;
  - Any violation of the Illinois Controlled Substances Act;
  - Any violation of the Illinois Cannabis Control Act;
  - Any forcible felony as defined in Section 2-8 of the Criminal Code of 1961;
  - Alcohol and Inhalant related offenses

The report may be verbal or written and should identify the student or employee by name and describe the circumstances surrounding the alleged criminal activity. The Police Department shall certify in writing that any information received from the School District will not be disclosed to any other party except as provided by law, or without the advance written consent of the student's parent or guardian. The report should be made as soon as practicable after the Police Department or Principal suspects that a student is involved in any such activity. The

Principal's obligation to report alleged criminal offenses arises only when such conduct occurs on school property or off school grounds at a school-related function.

3. With respect to the arrest of students age 17 years or older, the Police Department or designee(s) and the Principal of a respective attendance center in the School District shall report to each other any activity which is committed by a student who is enrolled in the Principal's attendance center which is considered to be a violation of any criminal law. The report may be verbal or written and should identify the student or employee by name and describe the circumstances surrounding the alleged criminal activity. The Police Department shall certify in writing that any information received from the School District will not be disclosed to any other party except as provided by law, or without the advance written consent of the student's parent or guardian. The report should be made as soon as practicable after the Police Department or Principal suspects that a student is involved in any such activity. The Principal's obligation to report alleged criminal offenses arises only when such conduct occurs on school property or off school grounds at a school-related function.
4. In the event a student who, at the time of arrest or being taken into custody is less than 17 years old, is adjudicated a delinquent for a crime which would be a felony if committed by an adult, or for a violation of Section 24-1, 24-3, 24-3.1, or 24-5 of the Criminal Code of 1961, the State's Attorney shall provide a copy of the dispositional order to the Principal or Superintendent of the School District.
5. In the event a student who, at the time of arrest or being taken into custody is at least 17 years old, is prosecuted for a violation of a criminal law, the State's Attorney shall supply any available information to the School District as requested by the Superintendent or designee(s).
6. This Agreement shall continue in effect until such time as the parties mutually agree to terminate the same. This Agreement shall inure to the benefit of and shall bind the Police

Departments and State’s Attorney and its agents, representatives, officers, assigns and successors, and shall also bind the School District and its agents, representatives, successors or assigns.

7. This Agreement may be executed in counterparts, and any party hereto may sign any counterpart.
8. The Agreement shall be effective when each party hereto shall have signed a counterpart and a set of counterparts bearing the signatures of each party hereto shall constitute the Agreement as fully as if all the parties have signed a single document.
9. In the event there is an ongoing investigation with respect to any student in the school district, which, in the opinion of the Police Department or State’s Attorney office would be hindered in any way by such disclosure, such information shall not be provided until the investigation is concluded.

**IN WITNESS WHEREOF**, the parties hereto have caused this Reciprocal Reporting Agreement to be executed on the date first written above.

**New Berlin CUSD #16**

By: \_\_\_\_\_, Superintendent

**Sangamon County Sheriff’s Department**

By: \_\_\_\_\_, Sangamon County Sheriff

**Springfield Police Department**

By: \_\_\_\_\_, Springfield Chief of Police

**New Berlin Police Department**

By: \_\_\_\_\_, New Berlin Chief of Police

**Loami Police Department**

By: \_\_\_\_\_, Loami Chief of Police

**Illinois State Police**

By: \_\_\_\_\_, District 9 Representative

**Sangamon County State's Attorney**

By: \_\_\_\_\_, Sangamon County State's Attorney