

2012-2014 School Year Reciprocal Reporting Agreement

This Agreement is by and between the Kane County Sheriff's Office ("Sheriff's Office") and, Geneva School District 304 ("School District"), together the "Parties."

WHEREAS, Section 10-20.14 of the Illinois School Code (105 ILCS 5/10-20.14), authorizes a reciprocal reporting system between the school district and local law enforcement agencies regarding criminal offenses committed by students; and

WHEREAS, Section 1-7(A)(8) of the Juvenile Court Act (705 ILCS 405/1-7(A)(8)), and Section 5-905(h) of the Juvenile Court Act (705 ILCS 405-5/905(1)(h)) govern juvenile law enforcement records; and

WHEREAS, the Parties have determined they must foster cooperation and improve the flow of information between the Sheriff's Office and the School District in order to provide a safe, healthy, and violence-free school environment; and

WHEREAS, the Sheriff's Office and School District recognize the need for educators and law enforcement to share information to prevent, eliminate, and discourage acts of crime, violence, and intimidation, and

WHEREAS, for purposes of this Agreement:

"Appropriate School Official" means the individual designee(s) at the School District and/or school building appointed to receive, report, and coordinate the law enforcement records or school information that is the subject of this Agreement.

"Law Enforcement Records" means information maintained by the Sheriff's Office that relates to a minor who has been arrested or taken into custody before his or her 17th birthday.

"Student Information" is information pertaining to student activity that involves or is suspected to involve criminal gang activity; weapons such as guns, knives, explosives, impact or destructive devices, or any item used as a weapon; sale or possession of alcohol or illegal drugs; alcohol; or other intoxicants; fights or other violent activity which might reasonably carry over into the community; abuse, neglect, lock-out and runaway situations; acts of vandalism; other activity involving students which threaten the safety of students or community members on or off campus; or any activity constituting any state or federal crime which has occurred on school property or at a school event.

NOW THEREFORE, in consideration of the foregoing, as well as the mutual covenants and agreements herein set forth, the Parties, by their execution of this Agreement, hereby agree as follows:

The Sheriff's Office Agrees to:

1. Provide, maintain, and update as needed, a list of Sheriff's Deputies responsible for the receipt, dissemination, and coordination of the Law Enforcement Records and School Information including the Sheriff's Deputies' contact information.

2. Copy and/or allow for the inspection of Law Enforcement Records by the Appropriate School Official concerning a minor enrolled in a school within the School District who has been arrested or taken into custody before his or her 17th birthday for any of the following offenses:

- (a.) unlawful use of weapons under Section 24-1 of the Criminal Code of 1961 [720 ILCS 5/24-1];
- (b.) a violation of the Illinois Controlled Substances Act [720 ILCS 570/100 et seq.];
- (c.) a violation of the Cannabis Control Act [720 ILCS 550/1 et seq.]
- (d.) a forcible felony as defined in Section 2-8 of the Criminal Code of 1961 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 and disfigurement and any other felony which involves the use or threat of physical force or violence against any individual [720 ILCS 5/2-8]; and

- (e.) a violation of the Methamphetamine Control and Community Protection Act [720 ILCS 646/1 et seq.].

705 ILCS 405/1-7(A)(8)

3. Copy and/or allow for the inspection of Law Enforcement Records by the Appropriate School Official concerning a minor enrolled in a school within the School District who has been arrested for any offense classified as a felony or a Class A or Class B misdemeanor. (705 ILCS 405/5-905(1)(h))

4. Report to the principal of a minor's public school if the minor is detained for proceedings for any criminal offense or a violation of a municipal or county ordinance by providing information as to the basis of the detention, the circumstances surrounding the events which led to the child's detention, and status of the proceedings, and updates as appropriate to notify the principal of developments and the disposition of the matter. 105 ILCS 5/22-20.

The School District Agrees to:

1. Provide, maintain, and update as needed, a list of Appropriate School Officials responsible for the receipt, dissemination, and coordination of Law Enforcement Records and Student Information, including contact information.

2. Provide Student Information to the Sheriff's Office, verbally or in writing.

The Parties Agree:

1. Any Party receiving records or other information pursuant to this Agreement from any other Party shall indemnify and hold harmless the sending Party, its employees, agents, officers and officials from any and all liability or claims, including reasonable attorneys' fees arising from the improper release or use of such records or information.

2. Any and all information received by any Party as a result of this Agreement shall be kept confidential by the Parties in accordance with any and all applicable laws, and shall not be disclosed to another party except as provided by law.

3. The term of this Agreement shall be August 1, 2012 to July 31, 2014.

4. Any modifications to this Agreement may be made only through written mutual consent of the Parties.

5. A Party may terminate their involvement in this Agreement by providing thirty days prior written notice to the other Party.

6. Any notices pursuant to this Agreement shall be sent from the School District to the Kane County Sheriff's Office, Attention Dawn Barsanti, 37W755 IL Route 38, Suite A, St. Charles, IL 60175.

7. Any notices pursuant to this Agreement shall be sent to the School District from the Kane County Sheriff's Office at _____

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IN WITNESS THEREOF, the undersigned have entered into this Agreement:

Patrick B. Perez, Kane County Sheriff

Date

Dr. Kent Mutchler, Superintendent
Geneva School District #304

Date