

**AGREEMENT FOR RECIPROCAL REPORTING AND COOPERATION**  
**BETWEEN**  
**DUNLAP CONSOLIDATED UNIT SCHOOL DISTRICT NO. 323 and**  
**CITY OF PEORIA**

This Agreement is entered into on the 10 day of August, 2016, by and between Dunlap Consolidated Unit School District No. 323 (the "School District") and the City of Peoria ("City") in order to establish procedures for the reporting of criminal activity and suspected criminal activity involving students of the School District.

In response to public interest and statutory requirements, including Section 10-20.14 of the School Code (105 ILCS 5/10-20.14), the undersigned hereby agree to the following provisions:

1. The School District shall designate an administrator employed by the School District as its representative who will be responsible for maintaining the physical security and safety of the schools in the School District.
2. The City shall designate an officer or official with the City of Peoria Police Department to act as the City's representative and point of contact for purposes of this Agreement.
3. The School District representative and the City's representative may from time to time arrange periodic meetings intended and designed to improve general communication between the parties, and to share information relevant to criminal activity affecting the educational community.
4. The following provisions apply to students under 18 years of age:
  - a. The City's representative will report to the School District representative when a student under 18 years of age enrolled in the School District has been investigated, arrested, or taken into custody for those offenses for which juvenile records may be disclosed by law, including without limitation those offenses enumerated in 705 ILCS 405/1-7(A)(8) and 5-905(1)(h), where the City's representative 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.
  - b. In all other cases in which a student under 18 years of age enrolled in the School District has been investigated, arrested, or taken into custody for those offenses for which juvenile records may be disclosed by law, including without

limitation those offenses enumerated in 705 ILCS 405/1-7(A)(8) and 5-905(1)(h), the City's representative will provide information upon request of the School District's representative.

c. The School District's representative will report to the City's representative when the School District knows or reasonably believes that a student under 18 years of age enrolled in the School District has committed or been the victim of any of the following activities, subject to subsection c.1. of this Paragraph 4:

(1) All cases involving illegal or controlled substances under the Cannabis Control Act (720 ILCS 550/1, et seq.) and the Illinois Controlled Substances Act (720 ILCS 570/100, et seq.);

(2) All cases involving possession of or use of weapons or any instruments used as weapons in an injurious, threatening, provoking or insulting manner; and

(3) All other criminal offenses classified as a Felony or a Class A or B Misdemeanor.

d. The School District's representative's duty to report such activities under this Paragraph 4 is limited to activities occurring within the City of Peoria while on school property, on school conveyances, off school grounds at a school-related activity, or against school personnel.

e. Reports representing reciprocal information exchange under this Section 4 of this Agreement shall comply with the following provisions:

(1) The School District shall only provide a written report or otherwise disclose student educational records to the City as necessary for the discharge of their official duties before the student's case is adjudicated by the Juvenile Court, except that information provided pursuant to Paragraph 6 of this Agreement need not comply with this requirement. The City agrees that it will not disclose any such reports or records to any other party except as provided by State law without the prior written consent of the student's parent or guardian.

(2) Information provided to the School District by the City about a student who is the subject of a current police investigation that is directly

related to school safety shall be verbal only, and shall be used by the appropriate School District officials to protect the safety of students and employees in the school and aid in the proper rehabilitation of the student.

(3) All reports should identify the student by name and describe the circumstance of the alleged criminal activity.

(4) Reports by the School District should be made as soon as possible after the School District's representative reasonably suspects a student is involved as a victim or accused.

(5) Reports by the City should be made within 24 hours of the student having been investigated, arrested, or taken into custody, provided that if a student is the subject of a current investigation directly related to school safety, a report shall be made to the School District representative as soon as is reasonably possible.

(6) Emergency Release of Information: In accordance with State and federal law, 20 U.S.C. 1232g and 105 ILCS 10/6(a)(7), the School District will release student records and information to the City of Peoria Police Department upon request in connection with an emergency, if the knowledge of such information is necessary to protect the health or safety of the students or other persons, provided that the parents are notified as soon as reasonably possible of the information release, the date of the release, the fact that the information was shared with the Police Department, and the purpose of the release. The City certifies that any student record information released to the City by the School District pursuant to this subparagraph, or any other provisions of this Agreement, will not be disclosed by the City to any other party except as provided by law or court order.

(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) Any information provided to the School District that is derived from law enforcement records shall be kept separate from and shall not become a part of any student's official school record, and shall not be a public record.

- f. The School District's representative may confer with the City's representative without identifying the involved student in order to ascertain whether misconduct in a particular case rises to the level of a criminal offense.
- g. Pursuant to Section 22-20 of the Illinois School Code, the City's representative will notify the School District's representative whenever a student enrolled in the School District is detained for proceedings under the Juvenile Court Act (705 ILCS 405/1-1 *et seq.*), or for any criminal offense or violation of a municipal or county ordinance. This paragraph is not intended to obligate the City or its designated representative to initiate reporting to the School District of the arrest of students for conduct not otherwise required to be reported under the provisions of this Agreement or Section 22-20 of the School Code; provided, however, that the City's representative will notify the School District if any such arrest or detention will result in the student's absence from school.

5. The following provisions apply to students age 18 or over:

Although the provisions of the Juvenile Court Act does not apply to students aged 18 or over, the City's representative will provide the School District with arrest information and criminal history records, as authorized under the Illinois Freedom of Information Act, 5 ILCS 140/2.15; provided, however, that the City will report to the School District representative any criminal offense by a student aged 18 years or over or School District personnel where the City's representative 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.

6. The School District shall immediately report the following criminal activity to the City (allowing for a reasonable amount of time for the School District to investigate the alleged criminal activity):

a. Upon receipt of a written complaint from any school personnel, the Superintendent or the School District's representative shall report all incidents of battery committed against teachers, teacher personnel, administrative personnel, or educational support personnel (105 ILCS 5/10-21.7).

b. Upon receipt of any report from a School District official or any other person, the School District's principal, Superintendent, or representative shall report any person observed on school grounds, a school conveyance, or a public way within 1,000 feet of school grounds in possession of a firearm (105 ILCS 5/10-27.1A).

c. Upon receipt of any report from any School District personnel, the Superintendent or the School District's representative shall report any drug-related incidents occurring in school, on school property, or in school conveyances, if the incident is verified by School District personnel (105 ILCS 5/10-27.1B).

d. The School District representative's duty to report under this Paragraph 6 is limited to those activities occurring within the City of Peoria.

7. The City's representative will report to the School District's representative the identity of a victim of aggravated battery, battery, attempted first-degree murder, or another non-sexual violent offense, if the presiding judge of the juvenile court has approved such disclosure.

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. All criminal activity information shall, to the extent possible, include the names of all involved persons, including students and minors, except in cases where name of the victim is protected under the Bill of Rights for Victims and Witnesses of Violent Crime Act, 725 ILCS 1201, as amended, or other applicable law.

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.

10. This Agreement may be terminated at any time upon thirty (30) days advance notice by either party.

11. This Agreement may be modified or amended from time to time, provided however, that no such amendment or modifications shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

12. If any of the provisions of this Agreement or the application of such provision is rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions or provisions of this Agreement shall remain in full force and effect.

13. Any party to this Agreement that discloses or provides student records and/or law enforcement records pursuant to this Agreement agrees to indemnify, defend and hold harmless the other party, its board members, officers, officials, employees, volunteers and agents, and their successors and assignees, in their individual and official capacities for any injury, liability, cost, expense, claim, demand, judgment or attorneys' fees arising out of any such disclosure and/or provision of student record or law enforcement record information that is not in accordance with applicable law.

14. Nothing contained herein shall be construed as prohibiting the City and the School District, their board members, officers, officials, volunteers or agents, employees from defending through the selection and use of their own attorneys, any claims, actions or suits brought against them.

15. In no event shall either party be liable to the other party for the failure to provide or share such information as described herein, whether through inadvertence or otherwise.

This Agreement shall be effective upon authorized signature of the respective parties.

SIGNATURES ON FOLLOWING PAGE

Signed:

DUNLAP CONSOLIDATED UNIT  
SCHOOL DISTRICT NO. 323



\_\_\_\_\_  
Dr. Lisa Parker, Superintendent  
Dunlap Community Unit School District No. 323

Date: 8-10-16

CITY OF PEORIA

\_\_\_\_\_

Attest:

\_\_\_\_\_