

**AGREEMENT FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN
BLOOMINGDALE SCHOOL DISTRICT 13 AND THE POLICE DEPARTMENT OF
THE VILLAGE OF BLOOMINGDALE, COUNTY OF DUPAGE, ILLINOIS**

The Board of Education of Bloomingdale School District 13 (the “District”) and the Village of Bloomingdale Police Department (the “Village”), pursuant to Section 1-7(A) (8) of the Juvenile Court Act and Sections 10-20.14 and 22-20 of the Illinois School Code, agree to maintain on-going communication and a mutually supportive partnership for a reciprocal reporting system regarding criminal offenses committed by students.

I. General Cooperation

- A. The Superintendent of the School District will provide the Chief of the Police Department with a list of school district administrators (“School Officials”) to be contacted as needed and who will have responsibility for reporting suspected criminal offenses committed by students as provided under III-A.
- B. The Chief of the Police Department will provide the Superintendent of the District with the names and titles of a primary and two back up contacts (“Police Officials”) responsible for implementing this Agreement. The officers shall provide their regular and emergency telephone and pager numbers (if applicable).
- C. The Superintendent and Chief of the Police Department may, as they deem necessary and upon written notice, designate different persons to the respective positions of School Official and Police Official.
- D. School Officials and Police Officials will meet to facilitate and review implementation of this Agreement as often as necessary.
- E. Nothing in this Agreement 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 school building, nor is it intended to limit or restrict the duty or ability of any person attending or employed by the District to provide information or otherwise cooperate in law enforcement investigations, including but not limited to providing witness statements and testimony.

II. District Authority over the Educational Environment

- A. Collaboration between the District and the Village and respect for the important role each party plays in connection with our community’s youth are essential to the success and mission of both Parties.
- B. The Village recognizes the responsibility and authority of District Officials to manage the educational environment.
- C. Both Parties recognize that disciplining students for violations of the Student Code of Conduct is appropriate for District Officials to manage.
- D. The District recognizes that discretion regarding whether to investigate or charge a student or other individual with an ordinance, criminal, or traffic violation lies with Police Officials.
- E. The Parties seek to implement a partnership that creates effective and positive school discipline that: (a) is part of the District’s larger effort to address school

safety and climate; (b) includes proactive and restorative measures rather than only punitive; and (c) is clear, consistent, and equitable.

- F. Both Parties understand the privacy protections of federal and state law in the disclosure of student records. The District may refuse disclosure requests by Police Officials without a warrant, court order, or other exception enumerated by the Illinois School Student Records Act, 105 ILCS 10/1 *et seq.*, and the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g.

III. Reporting of Student Criminal Activity

A. By the School District to Police Officials

1. School officials will promptly report to the designated police official the activity of students that involves or is suspected to involve:
 - a. Criminal gang activity;
 - b. Criminal sexual offenses;
 - c. Any violation of Article 24 of the Criminal Code, 720 ILCS 5/24-1 *et seq.*, or weapons such as guns, knives, explosives, impact devices, or any item used as a weapon;
 - d. Sale of drugs or other intoxicants;
 - e. Possession of significant quantities of drugs or other intoxicants;
 - f. Fights or other violent activity which might reasonably carry over into the community;
 - g. Domestic or sexual abuse, neglect, look-out, and runaway situations;
 - h. Acts of vandalism;
 - i. Hate crimes;
 - j. Other activities involving students which threaten the safety of students or any other person on or off District property; or
 - k. Any state or federal crime occurring or which has occurred on school property or at a school event, which might reasonably carry over into the community.
 - l. Any other activities involving students, which threaten the safety of students and community members on or off school property.
2. Where violence or other activity poses an imminent threat to the safety of students or community members, the information will be shared immediately; otherwise, the information will be shared as early as reasonably possible depending on the circumstances surrounding the situation.
3. Information shared under Section II.A.1.a above may be communicated orally and may also include the disclosure of student records in accordance with Section 10/6(a)(6.5) of the Illinois School Student Records Act. All information disclosed and communications made under this Agreement are therefore to remain confidential and will not be disclosed to any other party except as provided by law or court order. Section 10/6(a)(6.5) of the Illinois School Student Records Act provides that the District may release school student records or information to juvenile authorities when necessary for the discharge of their official duties and upon a request for information prior

to adjudication of the student and if certified in writing that the information will not be disclosed to any other party except under law or court order. "Juvenile authorities," includes probation officers, law enforcement officers, and prosecutors, and others as defined in Section 10/6(a)(6.5) of the Illinois School Student Records Act.

B. By Police Officials to the School District

1. Police officials will report to school officials the same information referenced in Section II. A. above, within the same time frames, where the activity of students or others within the School District might reasonably carry over onto school grounds or school activities.
2. As provided by Section 1-7(a)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, Police Officials will share law enforcement records with School Officials that relate to the following offenses or suspected offenses with respect to a minor enrolled in one of the District's schools who has been taken into custody or arrested when Police Officials believe 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 and sharing the information will not (i) create a threat of harm to any person, (ii) jeopardize a pending or actually and reasonably contemplated investigation, (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding, (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing, (v) disclose unique or specialized investigative techniques, or (vi) cause an unnecessary invasion of a person's privacy:
 - a. Any violation of Article 24 of the Criminal Code (720 ILCS 5/24 et seq.) (weapons);
 - b. A violation of the Controlled Substances Act (720 ILCS 570/100 et seq.);
 - c. A violation of the Cannabis Control Act (720 ILCS 550/100 et seq.);
 - d. A forcible felony as defined in Section 2-8 of the Criminal Code (720 ILCS 5/2-8);
 - e. A violation of the Methamphetamine Control and Community Protection Act (720 ILCS 646/1 et seq.);
 - f. A violation of Section 1-2 of the Harassing and Obscene Communications Act (720 ILCS 5/12C-50); or
 - g. A violation of Section 12-1 (assault), 12-2 (aggravated assault), 12-3 (battery), 12-3.05 (aggravated battery), 12-3.1 (battery on an unborn child), 12-3.2 (domestic battery), 12-3.4 (violation of an order of protection), 12-3.5 (interfering with reporting domestic violence), 12-5 (reckless conduct), 12-7.3 (stalking), 12-7.4 (aggravated stalking), 12-7.5 (cyber stalking), 25-1 (mob action), or 25-5 (unlawful conduct with street gangs) of the Criminal Code (720 5/1 et seq.).

- C. Pursuant to Section 5-905(1.5) of the Juvenile Court Act, Police Officials may report to School Officials the identity of the victim of certain specified offenses in an effort to prevent future foreseeable violations.
- D. As provided by Section 1-7(a)(8) of the Juvenile Court Act, and except as limited or prohibited by other laws or administrative regulations, Police Officials will share information with School Officials concerning a minor who is the subject of a current police investigation that is directly related to school safety unless Police Officials believe that sharing the information will: (i) create a threat of harm to any person; (ii) jeopardize a pending or actually and reasonably contemplated investigation; (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; or (vi) cause an unnecessary invasion of a person's privacy. Such information may only be shared orally. An investigation means an official, systemic inquiry by Police Officials into actual or suspected criminal activity.
- E. Upon request, as provided by 5 ILCS 140/2.15, Police Officials will share the following arrest and criminal history information with School Officials that relate to a student enrolled in one of the District's schools who is 18 years of age or older, unless Police Officials determine that disclosure would: (i) create a threat of harm to any person; (ii) jeopardize a pending or actually and reasonably contemplated investigation; (iii) interfere with a pending or contemplated law enforcement, administrative, or judicial proceeding; (iv) create a substantial likelihood that a person would be deprived of a fair trial or impartial hearing; (v) disclose unique or specialized investigative techniques; or (vi) cause an unnecessary invasion of a person's privacy:
 - 1. Name;
 - 2. Any charges related to the arrest; and
 - 3. If the student is incarcerated.

As required by Section 22-20 of the Illinois School Code, Police officials will provide the School district with the following information whenever any student enrolled in the School District is detained for proceedings under the Juvenile Court Act. or for any criminal offense or any violation of a municipal or county ordinance: (a) the basis for detaining the student; (b) the county ordinance: (a) the basis for detaining the student; (b) the circumstances surrounding the detention; and (c) the status of the proceeding. Police Officials shall periodically update the report as significant stages of the proceedings occur and the disposition of the matter. F. Information shared by Police Officials to School Officials shall be used solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.

IV. OTHER TERMS AND CONDITIONS

- A. **Confidentiality of Law Enforcement Records.** Any law enforcement or records subject to disclosure under the Agreement shall not be disclosed or made available in any form to any person or agency other than as set forth in this Agreement or as authorized by law.
- B. **Content of Criminal Activity Information.** All criminal activity information shall include the names of all involved persons, including students and minors, except in cases where the name of the victim is protected under the Bill of Rights for Victims and Witnesses of Violent Crime Act, 725 ILCS 120/1, as amended, or other applicable law.
- C. **Confidentiality of Criminal Activity Information.** Any law enforcement and student records subject to disclosure under this Agreement shall not be disclosed or made available in any form to any person or agency other than as set forth in this Agreement or as authorized by law or court order. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information is not available to other employees, or any persons other than as authorized by this Agreement or law.
- D. **Illinois School Student Records Act.** This Section and this Agreement is intended to satisfy Section 6(a)(6.5) of the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), which authorizes a school district to release information to law enforcement officers when necessary for the discharge of their official duties prior to adjudication of the student (juvenile matters) and upon written certification that the information disclosed by the school will not be disclosed to any other party, except as provided by law or order of court. The school accepts responsibility for maintenance of confidentiality by its employees.
- E. **Non-Educational or School Records.** School Officials shall follow State and Federal laws regarding student records. All reports and records shared by Police Officials with School Officials shall be kept in a secure location and shall not be a public record. Such information shall be kept separate from and shall not become a part of the student's official school record. The information shall be used by School Officials solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.
- F. **Freedom of Information Act.** Records in the possession of the District and/or the Police Department related to this Agreement may be subject to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/5-1 et seq; 6 ILCS 140/7(2). If the District or Police Department receives a FOIA request for any District digital images or records created or maintained pursuant to this Agreement, the receiving Party shall immediately notify the other Party and shall immediately provide any such records requested in order to timely respond to any FOIA request received. The District or Police Department will review all such records to determine whether FOIA exemptions apply before disclosing the records, such that information properly exempt as proprietary or prohibited from release by other laws or exempt for other reasons will not be released.
- G. **Term and Renewal.** This Agreement shall immediately take effect on the date of this execution and shall be in full force and effect for a period of (1) year thereafter.

This Agreement shall automatically renew for successive one-year periods unless terminated as provided below

- H. **Termination**. This Agreement may be terminated at any time upon thirty (30) days advance written notice by either party.
- I. **Amendments and Modifications**. 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.
- J. **Savings Clause**. If any position of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.
- K. **Information**. Information may be communicated verbally among the designees at any time deemed necessary by the designees.
- L. **Entire Agreement**. This Agreement sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreement, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.
- M. **Governing Law**. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.
- N. **Indemnification**.

- To the fullest extent permitted by law, the District agrees to indemnify and hold harmless the Village, its officers, officials, agents, volunteers, employees, and their successors and assigns, in their individual and official capacities (the "Village Indemnified Parties") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation reasonable attorneys' fees and litigation costs, incurred by the Village Indemnified Parties arising out of any activity of the District in performance of this Agreement, or any act or omission of the District or of any employee, agent, contractor, or volunteer of the District (the "School Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the School Indemnitors.
- To the fullest extent permitted by law, the Village agrees to indemnify and hold harmless the District, its Board and its members, employees, volunteers, agents, their successors and assigns, in their individual and official capacities (the "School Indemnified Parties") from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost and expense, including without limitation reasonable attorneys' fees and litigation costs, incurred by the School Indemnified Parties arising out of any activity of the Village in performance of this Agreement, or any act or omission of the Village or of any employee, agent, contractor, or volunteer of the District (the "Village Indemnitors"), but only to the extent caused in whole or in part by any negligent or willful and wanton act or omission of the Village Indemnitors.

- Nothing contained in this Section or in any other provision of this Agreement is intended to constitute nor shall it constitute a waiver of the defenses available of the District or the Village under the Illinois Local Government and Governmental Employees Tort Immunity Act.
- O. **Non-Liability**. Police officials and the School District shall each utilize their best efforts to provide the information to be reported under this Agreement, but in no event shall either party be liable for the failure to provide such information, whether through inadvertence or otherwise.
- P. **No Third Party Beneficiaries**. There are not intended or implied third party beneficiaries of this Agreement.
- Q. **Immunities**. Nothing in this agreement shall be intended, nor shall it be interpreted, to waive any and all statutory or common law privileges and or immunities of the School District or the Village of Bloomingdale, which are specifically reserved.
- R. **Severability**. If any term, covenant, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- S. **Effective Date**. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duty authorized representatives.

IN WITNESS WHEREOF, the Bloomingdale Police Department and the Board of Education of Bloomingdale School District 13 have caused this Agreement to be executed on their behalf and attested by their duly authorized officers, all on the day herein set forth.

DATED this _____ day of _____ 2026

Board of Education of Bloomingdale School District 13

By: _____
 Its: _____
 Date: _____

Village of Bloomingdale
 By: _____
 Its: Village President
 Date: May 26, 2026