

**MEMORANDUM OF UNDERSTANDING BETWEEN
VILLAGE OF ROCHESTER
ROCHESTER COMMUNITY UNIT 3A BOARD OF EDUCATION
FOR SCHOOL RESOURCE OFFICER**

This Memorandum of Understanding ("MOU") is entered into this 1st day of September, 2024 by and between the Village of Rochester (Police Department), State of Illinois ("VILLAGE OF ROCHESTER"), and the Board of Education of Rochester Community Unit School District 3A, County of Sangamon, State of Illinois ("DISTRICT"), for the provision of a School Resource Officer ("SRO").

The VILLAGE OF ROCHESTER agrees to furnish the DISTRICT with an SRO as follows:

I. Purpose and Governing Principles

A. Purpose. Effective schooling requires a safe and orderly environment in which learning can occur. School policing is intended to promote a safe, welcoming, and inclusive environment for all students, staff and other members of the school community. This SRO program provides DISTRICT administrators with law enforcement resources and expertise to assist with maintaining safety, security, order, and discipline in the school environment and to bridge the gap to related community services. The SRO program is intended to ensure that no student's right to receive an education is jeopardized by violence or disruption. As such, this MOU clarifies the responsibilities of the VILLAGE OF ROCHESTER and the DISTRICT, the roles of the SRO and DISTRICT administrators, and the scope of their authority in the administration of the SRO program.

B. Non-Discrimination. The Parties agree that in compliance with the law, the Parties shall administer the SRO program established under this MOU without discrimination against any person on the basis of color, race, nationality, religion, sex, sexual orientation, ancestry, age, physical or mental disability, gender identity, status of being homeless, order of protection status, actual or potential marital or parental status, including pregnancy. In particular, under no circumstances will any representative of the Parties engage in any conduct in violation of state or federal anti-discrimination laws in their interactions with students, including but not limited to any type of retaliation for reporting, alleging, or filing complaints concerning any alleged discrimination.

C. Goals and Objectives. It is understood and agreed that the VILLAGE OF ROCHESTER and the DISTRICT share the following goals and objectives with regard to the SRO program:

1. To promote an atmosphere of safety, security and order for students and staff through the use of school discipline and enforcement of criminal statutes, traffic laws and Rochester Police Department and Village ordinances;
2. To provide educational programs and prevention activities that will increase student knowledge of the criminal justice system and respect for the law and the function of law enforcement agencies;

3. To maintain open communications among Building Principals, faculty, staff, the SRO, parents/guardians, guidance counselors and other key school personnel;
4. To utilize the SRO for problem-solving, mediation, personal safety and an informational source for students;
5. To support the SRO's efforts in being a positive role model and cultivating positive relationships and strengthening each student's understanding of good citizenship and accountability for their actions;
6. To foster and promote in students a positive attitude toward law enforcement and law enforcement officers;
7. To provide security to the schools from outside threats by maintaining a visible police presence on campus, assessing threats to school security, reducing and eliminating such threats, and swiftly responding to any immediate threats or breaches of security;
8. To recognize the Building Principals as primarily responsible for the administration of discipline within the schools;
9. To prevent and deter the possession and/or use of weapons on campus, the illegal possession, sale and/or distribution of controlled substances and alcohol on campus, and other crimes; and
10. To address criminal activity by students through the collaborative administration of school discipline and/or referral to the criminal justice system.

D. Cooperative Efforts.

1. The presence of the SRO at schools is not intended to usurp the rights and responsibilities of the Building Principals or designees to enforce the rules of student conduct and to administer discipline in the schools.
2. The existence of DISTRICT discipline policies and procedures is not intended nor shall it usurp the mandates and responsibilities of the SRO as directed by the Chief of Police and the VILLAGE OF ROCHESTER.
3. The Parties acknowledge that not every criminal act will be handled through the criminal justice system. There will be times when the administration of typical school discipline, such as detention, withdrawal of privileges, and/or suspension and the availability of intervention services may be sufficient to address behaviors that may constitute crimes.
4. In deciding when to resort to the criminal justice system in lieu of or in addition to school discipline, the Building Principal or designee and the SRO shall confer and each strive to accommodate the opinions of the other regarding how best to handle a

particular situation, when practical. Final discretion regarding whether to charge an individual with an ordinance, criminal or traffic violation lies with the SRO, VILLAGE OF ROCHESTER, Rochester Police Department and/or Sangamon County State's Attorney's Office.

II. Duties of Village of Rochester Police Department

VILLAGE OF ROCHESTER will provide an SRO as follows:

A. Selection, Qualifications and Supervision of the SRO.

1. The DISTRICT may provide feedback to the Rochester Police Department regarding SRO selection; however, the Rochester Police Department shall, in its sole discretion, select and assign a police officer with the VILLAGE OF ROCHESTER, Rochester Police Department to the SRO position.
2. The VILLAGE OF ROCHESTER shall retain all employer and management rights of the SRO. The Chief, and/or his designee, shall supervise the assigned SRO and to coordinate the functions of the SRO program with the DISTRICT'S Superintendent or designee. Duties of the Chief's Office shall include: coordinating the work assignment of the SRO between various DISTRICT schools; ensuring SRO compliance with directives and policies of the VILLAGE OF ROCHESTER, Rochester Police Department and the DISTRICT; coordinating SRO scheduling and work hours; and addressing concerns and complaints regarding SRO performance and conduct in collaboration with DISTRICT and in accordance with the VILLAGE OF ROCHESTER, Rochester Police Department protocols.

B. SRO Police Department Trainings. The Rochester Police Department shall ensure that the SRO maintains minimum in-service training and certification requirements as would normally apply to all other certified officers of the Rochester Police Department, in addition to any training and certification required under this MOU.

C. SRO Work Hours and Absences. The VILLAGE OF ROCHESTER shall not utilize the SRO during the designated workday for duties other than those set forth herein, except in emergency situations that necessitate removal of the SRO from his/her normal duties pursuant to this MOU. In the event the SRO is temporarily unavailable on district property due to extended training, illness, approved leave, court hearing, or other reasons, the Rochester Police Department will ensure an on-duty officer frequently patrols the district property in the event the SRO is unavailable during short-term leave. Short-term leave is defined as 3 consecutive school days.

III. Duties of the SRO

A. SRO Work Hours, Uniform and Visibility on Campus. The SRO shall remain on district property during normal school hours, except when necessary to attend a law enforcement emergency, to attend any meetings or trainings described in this MOU, or, on limited occasions, to attend to official law enforcement business off district property.

Travel to and from schools and other reasonable travels is permitted. The SRO shall be provided breaks and lunch per the VILLAGE OF ROCHESTER collective bargaining agreement (CBA). With the exception of emergency situations out of the SRO's control, the SRO shall give the on-duty shift commander of the Rochester Police Department and the Administrative Assistant to the DISTRICT Superintendent (217-498-6210 x1509) reasonable advance notice of any times when the SRO is not expected to be on district property during normal school hours, and the Chief will provide a replacement SRO in accordance with Section II(C), above.

The SRO shall wear the official law enforcement uniform or other apparel issued by the Rochester Police Department while serving on DISTRICT property. The SRO shall make best efforts to maintain high visibility at all times when practical and safe to do so, especially in areas where incidents of crime or violence are most likely to occur.

The SRO shall, whenever possible and in accordance with guidance from the Building Principal or designee, participate in or attend school functions in order to assure the peaceful operation of school-related programs during normal school hours.

Both parties agree that the duty hours can be flexible and the SRO will work an 8 hour shift each school day. The SRO shall coordinate the duty hours with the Office of the Chief of Police and the Office of the Superintendent of Schools of the DISTRICT.

B. SRO Mentoring and Outreach. The SRO shall conduct himself or herself as a role model at all times and in all facets of the job; shall seek to establish a strong rapport with staff, faculty, students, parents and other members of the school community; and shall encourage students to develop positive attitudes towards the school, education, law enforcement officers, and good citizenship in general.

1. Interaction with Parent and Faculty Groups. The SRO may be encouraged to attend meetings of parent and faculty groups to solicit their support and understanding of the SRO program and to promote awareness of law enforcement functions.

2. Information on Community Resources. The SRO shall be familiar with community agencies that offer assistance to youths and their families, including but not limited to mental health and drug treatment centers, and shall provide information on such agencies to students, parents, and/or school administrators when appropriate. In addition, the SRO shall provide information to Building Principals, students, and parents regarding additional resources offered by community agencies providing after school and support programs and opportunities for youth.

C. Law Enforcement Actions and Safety Interventions. The SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety and security of the school or its occupants, and/or intervene with staff or students (with or without a referral from school staff) when necessary to ensure the immediate safety of persons in the school environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope

and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the school community while minimizing, to the extent possible, any unintended negative effects on students. All law enforcement actions and interventions to protect the safety of others shall be consistent with all applicable laws, regulations, and policies.

Use of force may be implemented pursuant to Rochester Police Department policies, procedures and protocol as well as applicable laws.

When practical or as soon as possible after making a request, the SRO shall advise the Superintendent of the DISTRICT before requesting additional law enforcement assistance on district property and shall request such assistance only when necessary to protect the safety or security of members of the school community.

1. Investigations, Interviews and Arrests. Criminal investigations, interviews and arrests by the SRO will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interviews, searches and arrests. If the SRO interviews, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy.

The SRO shall comply with DISTRICT's procedures, regarding law enforcement interviews as follows:

- a. The SRO shall promptly notify the Building Principal whenever he/she seeks to question a student in an investigative manner or to take any direct law enforcement action against a student.
- b. If applicable, the Building Principal will check the warrants for arrest, search warrants, or subpoenas to be served.
- c. Interviews of minor students without permission of the student's parent(s)/guardian(s) are not permitted unless a legal process is presented or in emergency situations. The Building Principal shall attempt to contact the student's parent(s)/guardian(s), and inform them that the student is subject to an interview. In extreme situations the SRO may, in effecting temporary protective custody of the student, request that the DISTRICT not notify parent(s)/guardian(s) until the student's safety is ensured. The Building Principal may ask that such a request be made in writing. If possible, parent(s)/guardian(s) will be given the opportunity to be present during any interview and, if they so choose, be represented by legal counsel at their own expense.
- d. Interviews will be conducted in a private setting. If the parent(s)/guardian(s) are absent, the Building Principal and one other adult witness selected by the Building Principal will be present during the interview.
- e. Interview proceedings will be documented in writing for inclusion in the student's temporary records.

- f. No minor student shall be removed from the school by the SRO without the consent of parent(s)/guardian(s), except upon service of a valid warrant of arrest, arrest upon probable cause, or in cases of warrantless temporary protective custody.

At no time shall the SRO request that any DISTRICT employee act as an agent of the SRO or law enforcement in any interview.

2. Searches. The SRO shall be aware of and comply with all laws, regulations and policies governing searches of persons and property while performing services pursuant to this MOU. In particular, the SRO shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school officials in connection with student discipline. At no time shall the SRO request that any DISTRICT employee lead or conduct a search of a student for law enforcement purposes.

D. School Discipline. DISTRICT administration shall be responsible for implementing student discipline rules, policies and procedures. DISTRICT administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to school disciplinary matters. The SRO shall refer any reports or concerns related to student discipline to the Building Principal or designee and shall not independently investigate or administer consequences for violations of student disciplinary rules, policies or procedures. The SRO should generally not have involvement in routine disciplinary matters, and other minor infractions of school rules. School officials shall request SRO assistance when necessary to protect the physical safety of students, faculty, staff and others in the school environment or when a student engages in criminal activity. This does not prohibit the SRO from independently investigating student conduct which involves violations of law, even if the same student conduct which violates the law also results in disciplinary action by DISTRICT administration (*see Section E, Joint Law Enforcement and School Discipline Investigations, below*).

1. Searches. The SRO shall not conduct or participate in searches of students or their belongings in school disciplinary investigations unless his/her assistance is requested by school authorities to maintain a safe and secure school environment.

Pursuant to Illinois law, a search of a student on school grounds by an SRO at the request of school authorities is deemed a search by a school employee for Fourth Amendment purposes and thus is subject to the reasonableness standard, not the probable cause standard.

When requested to assist with a search by school authorities, the SRO shall comply with the DISTRICT'S Board Policy 7:140, *Search and Seizure*, and related administrative procedures as follows:

- a. At the request of school authorities, the SRO may search a student and/or the student's personal effects in the student's possession (such as purses, wallets, knapsacks, book bags, lunch boxes, etc.) when there is a reasonable

ground for suspecting that the search will produce evidence the particular student has violated or is violating either the law or the District's student conduct rules. The search itself must be conducted in a manner that is reasonably related to its objective and not excessively intrusive in light of the student's age, sex, and the nature of the infraction.

b. When feasible, the search should be conducted:

- 1) Outside the view of others, including students;
- 2) In the presence of a school administrator or adult witness; and
- 3) By a certificated employee or SRO of the same sex as the student.

c. Immediately following a search, the SRO shall make a written report and provide it to the DISTRICT Superintendent or designee.

2. Interviews. The SRO will not be involved in interviews of students initiated and conducted by school authorities in disciplinary matters unless requested by school authorities to maintain a safe and secure school environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his/her involvement to what is reasonably necessary to protect the safety and security of members of the school community and shall not lead the investigation or actively interview students.

E. Joint Law Enforcement and School Discipline Investigations. In cases where school disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health or safety (e.g. when both the school authorities and the SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for school authorities and the SRO to work in tandem. In such circumstances, the SRO shall be mindful of and clarify his/her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing.

F. Communication between SRO and Building Principals. The SRO is expected to meet with Building Principals or their designees on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities.

G. Development of School Safety Plans. The SRO shall make reasonable attempts to report any safety concerns to the Building Principal or designee and shall confer with the Building Principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus or involving students at school-related activities. The Building Principal will contact any other DISTRICT personnel who should be involved in these discussions.

H. Administrative Hearings. Contingent upon pre-approval, the SRO will attend suspension and/or expulsion hearings upon request of the Building Principal or

Superintendent. The SRO will be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO.

I. Confidentiality; Access to Student Records. The SRO shall comply with all applicable laws, regulations and DISTRICT policies relating to the confidentiality of student records, including but not limited to: the *Illinois School Student Records Act* ("ISSRA", 105 ILCS 10/1 *et seq.*), the *Family Educational Rights and Privacy Act* ("FERPA", 20 U.S.C. 1232g), the *Individuals with Disabilities Education Act* (20 U.S.C. 1400 *et seq.*), the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 *et seq.*), and DISTRICT Board Policy 7:340, *Student Records*.

The SRO may have access to confidential student records or to any personally identifiable information of any DISTRICT student to the extent allowed under FERPA, ISSRA, and applicable DISTRICT policies and procedures. The SRO shall not

automatically have access to confidential student records or personally identifiable information in those records simply because he/she is conducting a criminal investigation involving a student. School officials may, however, share relevant student records and personally identifiable information in those records with the SRO under any of the following circumstances:

1. The SRO is acting as a "school official" as it relates to accessing student records as defined in 34 C.F.R. §99.31 because he/she is exercising a function that would otherwise be performed by school personnel and has legitimate educational interests in the information to be disclosed.
2. The SRO has written consent from a parent/guardian or eligible student to review the records or information in question.
3. The Building Principal or designee reasonably determines that disclosure to the SRO without parental consent is necessary in light of a significant and articulable threat to one or more person's health or safety.
4. The disclosure is made pursuant to a valid court order, provided that advanced notice of compliance is provided to the parent/guardian or eligible student so that they may seek protective action from the court, unless the court has ordered the existence or contents of the court order or the information furnished in response to not be disclosed.
5. The information disclosed is "directory information" as defined by DISTRICT Board Policy 7:340, *Student Records*, and the parent/guardian or eligible student has not opted out of the disclosure of directory information.
6. The disclosure is otherwise authorized under FERPA, ISSRA and applicable DISTRICT policies and procedures.

J. Portable Audio/Video Recorders

421.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices (Body-Worn Cameras) by members of this department while in the performance of their duties (50 ILCS

706/10-20). Portable audio/video recording devices include all recording systems whether body-worn, hand-held or integrated into portable equipment.

This policy does not apply to mobile audio/video recordings, interviews or interrogations conducted

at any Rochester Police Department facility, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices).

421.1.1 DEFINITIONS

Definitions related to this policy include (50 ILCS 706/10-10):

Body-worn camera or camera - An electronic camera system for creating, generating, sending, receiving, storing, displaying, and processing audiovisual recordings that may be worn about the person of a law enforcement officer.

Law enforcement-related activities - Activities in which the member is enforcing the law, including traffic or pedestrian stops, arrests, searches, interrogations, investigations, pursuits, crowd, and traffic control. It does not include tasks unrelated to the investigation of a crime such as participating in town halls or other community outreach; helping a child find the child's parents; providing death notifications; performing in-home or hospital well-being checks on the sick, elderly, or persons presumed missing; or completing paperwork while alone, participating in training in a classroom setting, or is only in the presence of another law enforcement officer.

Portable recorder or recorder - Either an audio-only recording device or a body-worn camera.

421.2 POLICY

The Rochester Police Department shall provide members with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public (50 ILCS 706/10-15).

421.3 BODY-WORN CAMERA COORDINATOR

The Chief of Police or the authorized designee should designate a coordinator responsible for (50 ILCS 706/10-20):

- (a) Identifying members who are assigned body-worn cameras.
- (b) Identifying members permitted to access recordings in order to redact or duplicate recordings.
- (c) Ensuring body-worn cameras acquired on or after July 1, 2015, are equipped with pre-event recording of at least the 30 seconds prior to camera activation and are capable of recording for a period of at least 10 hours.

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- (d) Establishing procedures for:
 - 1. The care and maintenance of body-worn cameras, including reasonable efforts to be made by supervisors to correct or repair body-worn camera equipment upon notice from a member experiencing technical difficulties, failures, or problems with the equipment.
 - 2. Compliance with the Law Enforcement Officer-Worn Body Camera Act and guidelines established by the Illinois Law Enforcement Training and Standards Board (ILETSB) for the use of body-worn cameras.
 - 3. Security of recordings including access controls.
 - 4. Redacting and duplicating recordings.
 - 5. Supervisor and member review of recordings.
- (e) Providing an annual report to the ILETSB pursuant to 50 ILCS 706/10-25.
- (f) Ensuring the [Department/Office] uses authorized body-worn camera recording media (50 ILCS 706/10-10).

421.4 MEMBER PRIVACY EXPECTATION

All recordings made by members on any department-issued device at any time, and any recording made while acting in an official capacity of this department, regardless of ownership of the device it was made on, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

421.5 MEMBER RESPONSIBILITIES

Prior to going into service, each uniformed member will be responsible for making sure that he/she is equipped with a portable recorder issued by the Department, and that the recorder is in good working order. If the recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable (50 ILCS 706/10-20). Uniformed members should wear the recorder in a conspicuous manner or otherwise notify persons that they are being recorded, whenever reasonably practicable.

Any member assigned to a non-uniformed position may carry an approved portable recorder at anytime the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable. When using a portable recorder, the assigned member shall record his/her name, RPD identification number and the current date and time at the beginning and the end of the shift or other period of use, regardless of whether any activity was recorded. This procedure is not required when the recording device and related software captures the user's unique identification and the date and time of each recording.

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Members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording. Members should include the reason for deactivation.

421.6 ACTIVATION OF THE AUDIO/VIDEO RECORDER

This policy is not intended to describe every possible situation in which the portable recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

Members wearing body-worn cameras and any clothing or any indication they are law enforcement

shall have the body-worn camera turned on at all times while they are on-duty and are responding to calls for service or engaged in law enforcement-related activities (50 ILCS 706/10-20).

Other portable recorders should be activated in any of the following situations:

- (a) All enforcement and investigative contacts including stops and field interview Situations
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops
- (c) Self-initiated activity in which an officer would normally notify Dispatch
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

If exigent circumstances prevent an officer from turning on a body-worn camera when required, the camera shall be turned on as soon as practicable (50 ILCS 706/10-20).

Members shall not record interactions with confidential informants unless exigent circumstances exist or the informant has or is committing a crime (50 ILCS 706/10-20).

Members should remain sensitive to the dignity of all individuals being recorded and unless recording with a body-worn camera is required, exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.

421.6.1 CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the member reasonably believes that the member's direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

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Body-worn cameras shall be turned off when a victim, a witness, or a community member reporting a crime requests that the camera be turned off. The request should be captured on the recording.

However, an officer may continue to record or resume recording a victim or witness if exigent circumstances exist or the officer has a reasonable articulable suspicion that the victim or witness has committed or is in the process of committing a crime. Under these circumstances, the officer should indicate on the recording the reason for continuing to record despite the request of the victim or witness (50 ILCS 706/10-20).

Officers are permitted to turn off body-worn cameras while inside a patrol car equipped with Mobile Audio/Video (MAV). Cameras may also be turned off when the officer is not engaged in law enforcement-related activities (50 ILCS 706/10-20).

421.6.2 SURREPTITIOUS USE OF THE PORTABLE RECORDER

Illinois law prohibits any individual from surreptitiously recording any conversation in which any party to the conversation has a reasonable belief that the conversation is private or confidential (720 ILCS 5/14-2).

However, officers using body-worn cameras are not prohibited from recording a private conversation if the person is provided notice of the recording and proof of that notice is captured on the recording. If exigent circumstances exist that prevent the officer from providing notice, notice must be provided as soon as practicable (50 ILCS 706/10-20).

Members shall not surreptitiously record another department member without a court order unless lawfully authorized by the Chief of Police or the authorized designee.

421.6.3 EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

421.7 PROHIBITED USE OF PORTABLE RECORDERS

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with department-issued or personally owned recorders. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department. Members are prohibited from using personally owned recording devices while on-duty without the express consent of the Chief of Police. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including retention and release requirements, and should notify the on-duty supervisor of such use as soon as reasonably practicable.

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Recordings shall not be used by any member for the purpose of embarrassment, intimidation or ridicule.

421.8 IDENTIFICATION AND PRESERVATION OF RECORDINGS

To assist with identifying and preserving data and recordings, members should download, tag or mark these in accordance with procedure and document the existence of the recording in any related case report.

A member should transfer, tag or mark recordings when the member reasonably believes:

- (a) The recording contains evidence relevant to potential criminal, civil or administrative matters.
- (b) A complainant, victim or witness has requested non-disclosure.
- (c) A complainant, victim or witness has not requested non-disclosure but the disclosure of the recording may endanger the person.
- (d) Disclosure may be an unreasonable violation of someone's privacy.
- (e) Medical or mental health information is contained.
- (f) Disclosure may compromise an undercover officer or confidential informant.
- (g) The recording or portions of the recording may be protected under the Freedom of Information Act or the Law Enforcement Officer-Worn Body Camera Act (5 ILCS 140/7.5; 50 ILCS 706/10-20).

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

421.8.1 BODY-WORN CAMERAS

With respect to body-worn camera recordings, the recording member and supervisor are prohibited from redacting, duplicating, or altering the recording (50 ILCS 706/10-20).

421.9 RETENTION OF RECORDINGS

All recordings other than those made with body-worn cameras shall be retained for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 90 days unless the recordings are made a part of an arrest or the recordings are deemed evidence in any criminal, civil, or administrative proceeding and then the recordings must only be destroyed upon a final disposition and an order from the court (720 ILCS 5/14-3(h-15)).

421.9.1 RETENTION REQUIREMENTS FOR BODY-WORN CAMERA RECORDINGS

Recordings made on body-worn cameras shall be retained for 90 days. Recordings shall not be altered, erased, or destroyed prior to the expiration of the 90-day storage period. In the event any recording is altered, erased, or destroyed prior to the expiration of the 90-day storage period, the Chief of Police shall maintain a written record including the name of the individual who made such

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Alteration, erasure, or destruction, and the reason for any such alteration, erasure, or destruction for one year (50 ILCS 706/10-20).

After the 90-day storage period, recordings must be destroyed unless any of the following occur (50 ILCS 706/10-20):

- (a) A formal or informal complaint has been filed.
- (b) The officer discharged a firearm or used force during the encounter.
- (c) Death or great bodily harm occurred to any person in the recording.
- (d) The encounter resulted in a detention or arrest other than a traffic stop resulting in only a minor traffic offense or a petty offense with a fine of more than \$1,000.
- (e) The officer is the subject of an internal investigation or otherwise being investigated for possible misconduct.
- (f) The supervisor of the officer, prosecutor, defendant, or court determines that the encounter has evidentiary value in a criminal prosecution.
- (g) The recording officer requests that the video be retained for official purposes related to the officer's official duties or believes that it may have evidentiary value in a criminal prosecution.

Under these circumstances, the recording of the encounter shall not be altered or destroyed for two years. If the recording is used in a criminal, civil, or administrative proceeding, the recording shall not be destroyed except upon a final disposition and order from the court.

Recordings may be retained any time a supervisor designates the recording for training purposes and may be viewed by officers, in the presence of a supervisor or training instructor, for the purposes of instruction, training, or ensuring compliance with [department/office] policies.

421.9.2 RELEASE OF AUDIO/VIDEO RECORDINGS

Requests for the release of audio/video recordings shall be processed in accordance with the Records Maintenance and Release Policy.

421.10 REVIEW OF RECORDED MEDIA FILES

When preparing written reports, members should review their recordings, and use them as a resource. However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less-detailed report.

Supervisors are authorized to review relevant recordings any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing a member's performance.

The supervisor of the recording member shall document in the report or other documentation if the supervisor or the recording member reviewed body-worn camera recordings prior to completing the report or other documentation.

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No member shall have access to or review the member's own body-worn camera recordings or the body-worn camera recordings of another officer prior to completing reports or other documentation when the member:

- (a) Has been involved in or is a witness to an officer-involved shooting, use of deadly force incident, or use of force incident resulting in great bodily harm.
- (b) Is ordered to write a report in response to or during the investigation of a misconduct complaint against the member.

If the member prepares a report related to the circumstances listed above, subject to a supervisor's approval, a member may file a supplemental report after viewing body-worn camera recordings.

The member shall document in the supplemental report that the member reviewed recordings (50 ILCS 706/10-20).

Recorded files may also be reviewed:

- Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation, or criminal investigation.
- Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- By media personnel with permission of the Chief of Police or the authorized designee.
- In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.

All recordings should be reviewed by the Custodian of Records prior to public release (see the Records Maintenance and Release Policy). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.

IV. Duties of the DISTRICT

A. Payment for the SRO.

2024-2025 School Year **\$45,000**.

(50% paid December 15th, 2024 and 50% paid June 19, 2025).

Payment shall be sent on the third Tuesday of the payment month. Payment shall be made to the VILLAGE OF ROCHESTER.

B. Provision of Office Space and Access to School Community. DISTRICT shall provide the SRO with:

1. Access to suitable accommodations at the school, which shall include a room with limited access, telephone, desk, chair, computer and filing cabinet;
2. A radio (upon request) for use on district property;

3. Keys to assigned schools; and
4. Reasonable opportunities to address students, teachers, school administrators and parent(s)/guardian(s) about criminal justice, safety and security issues relating to school-aged students.

C. Referrals to the SRO. Maintaining order in the school environment and investigating and responding to school discipline matters shall be the responsibility of DISTRICT administration. DISTRICT administrators are expected to adhere to student discipline policies and procedures outlined in applicable state and federal law and DISTRICT Board policies and procedures. DISTRICT administrators shall refrain from involving the SRO in response to student disciplinary matters and enforcement of disciplinary rules that do not constitute violations of law, except when necessary to support staff in maintaining a safe and secure school environment.

The DISTRICT shall provide training to DISTRICT administrators regarding the role of the SRO and the appropriate involvement of the SRO in student matters that pose a threat to the safety and security of the school environment. Such training shall include information on how to distinguish between disciplinary infractions appropriately handled by school authorities versus threats to school safety and security that warrant a referral to law enforcement.

D. Communication between SRO and Building Principals. Building Principals are expected to meet with the SRO on a regular basis, both formally and informally, to discuss school safety concerns, duties and responsibilities. DISTRICT authorizes Building Principals to report any crimes that occur on campus to the SRO in compliance with all applicable state laws, DISTRICT policies and procedures, and any reciprocal reporting agreements that require school authorities to report criminal acts occurring on school grounds to law enforcement.

E. SRO Trainings. The DISTRICT shall provide training to the SRO regarding DISTRICT policies and procedures relevant to the SRO program, including but not limited to: student discipline; student conduct expectations; bullying, harassment and intimidation; sexual harassment; teen dating violence; non-discriminatory administration of school discipline; students with disabilities and special needs; student records and privacy issues; positive behavioral interventions and supports; student support services; restorative justice; and student suicide awareness and prevention. Should such training take place outside the SRO's normal work hours or outside VILLAGE OF ROCHESTER boundaries, the SRO's presence will be contingent upon pre-approval by Rochester Police Department and at the full expense of the DISTRICT.

F. Review of the SRO Program. The Superintendent or designee shall collect feedback from Building Principals regarding the SRO program and provide feedback to the Rochester Police Department, via the Chief or designee, regarding the SRO program and the SRO's performance on an annual basis or when requested.

V. Shared Obligations and Understandings of the Parties

A. Entire Agreement. VILLAGE OF ROCHESTER and DISTRICT acknowledge and agree that this MOU constitutes the entire agreement for the SRO program.

B. Indemnification. It is understood and agreed that neither party to this MOU shall be legally liable for any negligent or wrongful acts either of commission or omission, chargeable to the other, unless such liability is imposed by law and this MOU shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one party against the other party or against third parties. The parties further agree to indemnify, reimburse and hold each other harmless against any and all liabilities, damages, claims, causes of action, costs, expenses and fees, including attorney fees, that either party incurs arising out of or occurring in connection with the other party's negligent, reckless or intentional misconduct.

C. Business Relationship. In the performance of this Agreement, the parties are at all times acting as independent contractors and neither of them nor their respective employees shall claim to be employees, partners, joint ventures, or agents of the other.

VI. Miscellaneous Provisions

A. Effective Date. This MOU becomes effective upon the date as of which it has been approved and executed by both the VILLAGE OF ROCHESTER and the DISTRICT.

B. Term of MOU; Non-Assignability. This initial term of this MOU shall run from the date of effect through 6/30/2024. This MOU is not transferable or assignable by the parties.

C. Termination. Either party shall have the right to terminate this MOU during the course of any school year, provided 60 days prior written notice is provided to the other party.

D. Notices. All notice required pursuant to this MOU shall be sent by means capable of providing a confirmation of receipt, including (a) deposit with postage pre-paid in the U.S. mail, certified and return receipt requested, (b) personal service, or (c) facsimile transmittal, to the parties at their addresses set out below or as otherwise specified in writing to one another. All notices mailed shall be deemed effective three days after mailing.

If to VILLAGE: If to DISTRICT:

Village of Rochester Police Rochester Community Unit School District 3A Attn: Chief

Timothy Sommer Attn: Superintendent

1 Community Drive 4 Rocket Drive

Rochester, IL 62563 Rochester, IL 62563

Facsimile: 217 498-9425 Facsimile: 217-498-8045

Email: chief.sommer@rochesterilpolice.com Email Contact: dcox@rochester3a.net

Village of Rochester
Attn : Joe Suerdieck
1 Community Drive
Rochester, IL 62563

E. Amendments. No change, modification or amendment to this MOU shall be valid unless reduced to writing and approved by the Parties' authorized representatives.

F. Good Faith and Dispute Resolution. The Parties agree to use their best, good faith efforts to promote mutually beneficial program participation. In the event of a dispute arising under this MOU which cannot be resolved informally by the Parties' respective governing boards, the Parties agree to first engage in mediation to resolve the conflict. If mediation is unsuccessful, the Parties shall then engage in binding arbitration pursuant to the procedures of the American Arbitration Association, in lieu of litigation.

G. Severability. If for any reason any provision of this MOU is determined by an arbitrator to be invalid or unenforceable, that provision shall be deemed severed and the balance of the MOU shall otherwise remain in full force and effect.

The failure of a Party to this MOU to insist upon strict and prompt performance of the terms and conditions shall not constitute or be construed as a waiver or relinquishment of that Party's right thereafter to enforce any such term or condition, but the same shall continue in full force and effect.

H. Governing Law; Venue. This MOU shall be governed by and interpreted according to the laws of the State of Illinois. The venue for initiation of any such action shall be Sangamon County, Illinois.

I. Signature in Counterparts. This MOU may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

VII. Definitions

A. SRO –Rochester Police Department School Resource Officer

B. Building Principal – On-site senior administrator in charge of a school building **C.**

District Property – All property owned by Rochester Community Unit School District 3A **D.**

Short-Term Leave – 3 or more consecutive days of absence from district property **E.**

Extended Training – 3 or more consecutive days of absence from district property **F.** Duty

Hours – The daily hours shall fall between the hours of 6:45am to 3:30pm

**VILLAGE OF ROCHESTER, BOARD OF EDUCATION OF POLICE DEPARTMENT Rochester
Community Unit School District 3A**

BY: _____ BY: _____
Joseph C. Suerdieck Village President Dr. Christie Magoulas Board President

Attest _____ Attest: _____
Timothy Sommer Chief of Police Aimee Johnson Board Secretary

Date: _____ Date: _____