

The paragraph below was worked out with the legal department of one city's police department, and I've tried (with mixed success) to put it in every SRO agreement we do for our clients. Some cities balk at some of the terms but I think the terms are reasonable and balanced. One reason this has worked well with this police department was that we got a copy of their operating procedures and they resolved many of the concerns we had with the body worn cameras. The training of our school staff by the police department was also mutually beneficial – the police wanted the school to know how the BWCs were to be used so we could alert them if an SRO was violating the police department's policy. The Texas AG has recognized the idea of an "intergovernmental transfer" as an exception to some of our Public Information Act requirements, but it is not statutory, not widely known or used, and may not be applicable in your state. I don't think that overrules FERPA so whether the video is or is not releasable to parents is a relevant question in each situation where someone is asking for a copy. SO FAR, I've not encountered any major problems with enforcement of this paragraph.

24. BODY WORN CAMERAS.

City and District agree that any use of body-worn cameras by ___PD officers will be subject to and in compliance with state law and local regulations regarding the use and operation of body-worn cameras (BWC). City shall use its best efforts to notify the District at least two weeks before its ... officers assigned to the District are to begin use of BWCs, and will provide written information and training to the principal and assistant principals of the schools to which the officers are assigned, on the objectives and procedures for the use of BWCs. Every SRO Program officer equipped with a BWC shall be trained in the operation of the equipment prior to its use. When utilizing BWCs, the ... Officer shall adhere to the objectives and procedures outlined in this Agreement and the _____ Police Department General Orders so as to maximize the effectiveness of the BWC and the integrity of the video documentation. City may, if not otherwise prohibited by law, provide to the District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the District, as an intergovernmental transfer. In the event the City believes the providing of a copy of such videos would be prohibited, City agrees to utilize its best efforts to facilitate the availability of the officer who made the video to testify, upon request by the District, in any school disciplinary hearing concerning the Officer's knowledge of the facts and circumstances of the incident which was videoed. The parties also agree that any such film or video taken by, and kept in the possession of, the City's officers may be considered "law enforcement records" under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g and 34 C.F.R. Sec. 99.8, and that any copy of such film or video, if permitted by law to be provided to the District, may then become an educational record of the District under FERPA. In the event the District determines that such educational record is required to be released to the public or to a parent or a student under FERPA, the District agrees, prior to release of such records, to provide the City advanced written notice sufficient for the City to determine if a protective order or other injunctive relief may be required to protect the confidentiality of the record.

L. Body-Worn Cameras (BWCs)

All parties agree that any use of BWCs by officers must be subject to and in compliance with federal, state, and local regulations regarding the use and operation of them. The LLEA shall use its best efforts to notify the District at least two weeks before its officers assigned to the District are to begin use of BWCs, and it will provide written information and training to the Building Principals and assistant principals of the schools in which the officers may enter. Training shall include the objectives and procedures for the use of BWCs in public and in schools. Every officer equipped with a BWC shall be trained in the operation of the equipment prior to its use. To maximize the effectiveness of the BWC and the integrity of the video documentation, officers shall adhere to the objectives and procedures outlined in this MOU and the LLEA's General Operations Orders or similar policies when they utilize BWCs. LLEA may, if not otherwise prohibited by law, provide to the District copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the District, as a law enforcement record. In the event that the LLEA receives advice that providing a copy of such videos is prohibited, the LLEA agrees to utilize its best efforts to facilitate the availability of its officer(s) that made the video to testify, upon request by the District, in any school disciplinary hearing concerning his/her/their knowledge of the facts and circumstances of the videoed incident. Any such film or video taken by, and kept in the possession of LLEA's officers may be considered *law enforcement records* under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. sec. 1232g and 34 C.F.R. Sec. 99.8 and Ill. School Student Records Act (ISSRA), 105 ILCS 10/2(d). Any copy of such film or video, if permitted by law to be provided to the District, may become an *educational record* of the District. The LLEA's officers shall at all times recognize and comply with the confidentiality of student and education records and may only seek such records in accordance with the requirements of Board Policy 7:340, *Student Records*, which is incorporated into the terms of this MOU.