

## **LIVE STREAMING VIDEO MEMORANDUM OF UNDERSTANDING**

**This Memorandum of Understanding** (“MOU”) is made and entered into by and between the **Westfield Police Department** (hereinafter referred to as the “**Police**”) and the **Westfield Public School District** (hereinafter referred to as the “**District**”) (collectively referred to as the “**Parties**”).

**PURSUANT** to N.J.S.A.18A:41-9, effective July 21, 2017, if one school building of a school district is equipped with video surveillance equipment that is capable of streaming live video wirelessly to a remote location, the Board of Education and local law enforcement must enter into an MOU which provides law enforcement authorities with the capacity to activate the equipment and view the live streaming video.

**WHEREAS**, the District presently has installed a security surveillance video system (“hereinafter referred to as the “Video System”) to aid in the safety and security of students, staff, and property; which provides, among other things, real-time video feed through each installed camera along with the current ability to access video recordings; and

**WHEREAS**, the Parties recognize that during emergency situations, as defined below, they both will derive substantial benefit from the Police having the ability to access the Video System in order to mutually resolve emergency situations, and to allow for critical decisions to be made using real-time awareness of such situations; and

**WHEREAS**, the Parties recognize that there are privacy concerns and legal restrictions as to the ability of the Police to access recorded video inasmuch as those video recordings, may be considered “education records” within the meaning of the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (hereinafter referred to as “FERPA”) and/or “student records” within the meaning of the New Jersey Administrative Code, N.J.A.C. 6A:32-2.1; and

**WHEREAS**, the Parties have certain rights, responsibilities, and obligations, as are more particularly set forth in the Uniform State Memorandum of Agreement between Education and Law Enforcement Officials, and other applicable laws and regulations; and

**WHEREAS**, the Parties are in agreement that the Police’s ability to access live video feed should be sufficiently detailed in a written agreement; and

**NOW, THEREFORE**, it is hereby agreed by and between the Parties as follows:

**I. Definition of Terms**

a. **Emergency Situation:** a situation that poses an imminent threat to the life, safety, health, or property of the District's facilities, it's students, staff, and other occupants, including, without limitation, hostage-taking, fire, terrorism, threatened or actual use of firearms or other potentially deadly or seriously injurious weapons, and health-related emergencies. An Emergency Situation commences when the Police receive a signal, alarm, information, or request that necessitates a response to the emergency situation and does not terminate until all police, fire department, and paramedic personnel assigned to respond to the emergency situation have departed from the District's facility/facilities.

b. **First Responder:** law enforcement, fire, or paramedic who responds to an Emergency Situation at a District facility.

c. **Viewing:** Distribution of the software monitoring program will include those computers at Police Headquarters and patrol cars as determined by the Chief of Police. Any authorized law enforcement authorized by the Chief of Police and a Police User, as defined in section II (a), will be permitted to view the live streaming video as well as recorded video according to the terms and conditions set forth in this MOU.

**II. Access to the System Generally**

a. The District shall provide the Police with as many logins and passwords needed to permit members of the Police to access the Video System on an as-needed basis with the approval of the District (hereinafter referred to as "Police User"). Each Police User shall have a unique login and password. Notwithstanding the above, the Police shall have access to the Video System for the purpose of viewing live video feed, recording from same, and recording saved video feeds and viewing saved videos, according to the terms and conditions set forth in section III of this MOU.

b. Police shall develop a list of authorized law enforcement personnel who shall have access to the District's Video System. A list of authorized law enforcement personnel, including contact information, position, rank, and supervisor's contact information, of those who

are authorized to activate the Video System will be provided to the District by no later than October 31, of each year of this agreement, which will be incorporated as part of this MOU. Such list shall be updated as necessary and will be treated as a confidential document. Additionally, one supervisory law enforcement individual shall be designated as the contact person for the District by no later than October 31, of each year of this agreement.

c. Police agree to provide the District with written notice whenever a Police User ceases to be actively employed by law enforcement. Notification of the employment action shall be made as soon as reasonably possible, but not later than five (5) business days from such employment action, in order to allow the District to temporarily or permanently disable the Police User's account as may be necessary.

### **III. Conditions of Access to Live Video Feed**

a. Emergency situation: Police shall be permitted to access the Video System to view the interior, as well as the exterior live video feed in cases of an Emergency Situation, as defined in section I(a), and without the need to make written notification to the District.

b. Non-Emergency situation:

i. During the hours of school operation on days when school is in session, the Police shall have the right to access the exterior Video System to view live video feed (a) upon the request of the District's administrative staff members, including but not limited to, the Superintendent of Schools and his or her designee, the School Building Principal and his/her designee; (b) in accordance with the Uniform State Memorandum of Agreement between Education and Law Enforcement Professional; or (c) as provided for in this MOU. By no later than October 31, of each year of his agreement, the District shall furnish the Police with a list of designated individuals who may authorize such access, and shall update the list periodically as needed. It should be understood by Police personnel that a record of all logins, duration of time logged in, and selected camera views are maintained in the normal course of business by the District's surveillance system database.

ii. On days when school is not in session, or outside the hours of school operation on days when school is in session, the Police shall have the right to access live video

feed without prior authorization from the District's administrative staff members (a) when the District's alarms are triggered; (b) when necessary to protect the District's property and/or building occupants; and (c) for Police and staff training purposes relating to the use of the system with prior notification to the District. Police shall also have the right to access live video feed upon verbal or written request from the District's administrative staff members.

iii. The Parties agree that the Police shall not record or attempt to record live video feed, as well as saved video feeds obtained through the system. The parties further agree that if the Police requires copies of video recordings in a non emergency situation, a request shall be made to the District Board of Education who shall provide copies in accordance with Board of Education Policies including, but not limited to, compliance with FERPA and its accompanying regulations.

#### **IV. Preventing and Detecting Unauthorized Access**

a. For the protection of the District and the Police, it is understood that any time the interior cameras are viewed in a general access capacity under section III (b)(i) & (ii), and when not requested by an authorized district administrative staff member, a written notification of such viewing must be reported to the District's Safety and Security Specialist as soon as reasonably possible, but not later than five (5) business days following such a viewing, unless, in the judgment of the Chief of Police, circumstances dictate otherwise. A periodic audit may be performed by the District's Safety and Security Specialist and/or the Information Technology Coordinator, to be matched against any notifications from the Police Department that the Video System was accessed.

b. Any discrepancies between the District's audit and the Police's notification of activation, which cannot be reconciled among the parties, shall be reported to the County Prosecutor's Office Intelligence Unit/Threat Management Unit for investigation.

#### **V. Maintenance of Video Recordings**

The District agrees that any video recordings made by it through its Video System, shall be maintained by the District for a period of not less than sixty (60) days from the date of the same.

**V. Term, Initiation, and Compliance**

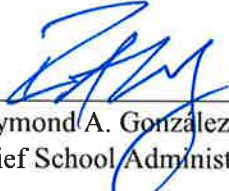
A. This MOU shall commence immediately and shall remain in full force and effect until such time as it may be modified by mutual agreement of the Parties.

B. Upon execution of this MOU, the Parties shall promptly initiate such measures as needed to facilitate access and use of the Video System.

C. If the Parties are unable to reach an agreement as to how to ensure compliance with this MOU and the required provisions of N.J.S.A. 18A:4-9, the County Prosecutor's shall be promptly notified and make the final determination to ensure compliance.

ACCORDINGLY, while working in cooperation and compliance with the aforementioned law, as well as the Parties' mutual concern and commitment to aid in the safety and security of students, staff, and property, the undersigned Parties mutually enter into this Memorandum of Understanding.

On this 22<sup>nd</sup> day of December in the Year 2021.

  
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Raymond A. Gonzalez, Ed.D.  
Chief School Administrator

CHIEF  BATTILORO  
\_\_\_\_\_  
Christopher Battiloro  
Chief of Police

