MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding
Between
Village of Lansing
Lansing Police Department
And
Lansing Community Coalition
And
South Suburban Branch of the NAACP

I. PURPOSE

This Memorandum of Understanding (hereinafter "MOU") is the result of meetings between the parties, including representatives from the Village of Lansing, the Lansing Police Chief, the Lansing Community Coalition which include those members listed on Exhibit A attached hereto, and the South Suburban Branch of the National Association for the Advancement of Colored People (hereinafter "Parties"). The parties met in mediation on September 21, 2017, October 9, 2017, October 25, 2017 and June 1, 2018 in Lansing, Illinois. The intent of the parties and purpose of this MOU is to improve police community relations, build trust, and cooperation for the benefit of all the people of Lansing, Illinois. The parties agree to work collaboratively for the benefit of the community, in a spirit of mutual cooperation and community reconciliation.

With the consent of the parties, the Community Relations Service (CRS) of the United States Department of Justice provided mediation services to the parties involved*

II. AREAS OF PREVIOUS SUCCESS

On August 16, 2017, The Village of Lansing, the Lansing Ministerial Alliance and community members met in a town hall meeting and held a community dialogue in response to allegations that a white off-duty Lansing police officer pinned down an African American teen in the officer's front yard and threatened his life. From this meeting over twenty issues and recommendations were generated by residents toward building trust, restoring harmony and improving police community relations following the incident. This MOU is an effort by the parties to address two of those areas: diversity within the Lansing Police Department and police-youth relations.

In early 2018, at the request of the Lansing Community Coalition, members of the Lansing Community Coalition and Lansing community members participated in the Human Relations Commission planning workshops with Village of Lansing officials. A final version of the Human Relations Commission ordinance was drafted thereafter. The Lansing Village Board of Trustees approved the Human Relations Commission Ordinance on May 15, 2018.

III. POINTS OF UNDERSTANDING

Community Policing

- A. The Lansing Community Coalition and South Suburban Branch of the NAACP agree to assist the Lansing Police Department in the recruitment of candidates for the police officer hiring lists in an effort to improve diversity in the Lansing Police Department and in a manner to be approved by the Lansing Police Department. The Lansing Police Department will inform, in writing, the designated representatives of the Lansing Community Coalition of testing and application opportunities, once the testing process is determined and set forth by the Village of Lansing Board of Fire and Police Commissioners.
- B. When the Village of Lansing Board of Fire and Police Commissioners determines that a new police officer hiring list will be created, the Lansing Police Department agrees to make recruitment announcements in local publications which will include the Shopper, the Lansing Journal, Looking at Lansing, the Village website, and the Blue Line web site, as long as such announcements are not cost prohibitive. At that time, the Lansing Police Department also agrees to distribute recruitment materials at neighborhood watch meetings, local colleges, and other entities such as the Village of Lansing website, the Lansing Public Library, the Lansing Chamber of Commerce and interested churches and other places of worship.
- C. When the Village of Lansing Board of Fire and Police Commissioners determines that a new police officer hiring list will be created, the Lansing Community Coalition agrees to conduct outreach and meetings on recruitment for the police officer hiring list, to smaller neighborhood churches in Lansing, with the Lansing Police Department, in a manner to be approved by the Lansing Police Department.
- D. The South Suburban Branch of the NAACP agrees to assist the Lansing Police Department in the recruitment of candidates for the police officer hiring list in an effort to improve diversity in the Lansing Police Department. This support includes, and is not limited to, communicating and posting eligible positions on the police officer hiring list, located on the South Suburban Branch of the NAACP website, at job fairs, and in regular meetings with members and constituents.
- E. When the Village of Lansing Board of Fire and Police Commissioners determines that a new police officer hiring list will be created, the Lansing Police Department agrees to provide recruitment materials to the designated parties and translate recruitment documents in Spanish. The Lansing Police Department will be working toward this prior to the next test process.
- F. The Lansing Police Department agrees to engage the Village of Lansing Board of Fire and Police Commissioners in discussions concerning the feasibility of providing a test orientation, at least two months before the scheduling of any police officer examinations. The decisions regarding the scheduling of the orientation will be at the discretion of the Village of Lansing Board of Fire and Police Commissioners.

G. After receiving the notice and/or announcement for a police officer examination, the Lansing Community Coalition and the Lansing Police Department agree to meet promptly thereafter, to discuss communication and recruitment strategies.

Police Youth Relations

- H. The Lansing Police Department agrees to work with Thornton Fractional South High School (hereinafter "TFSHS") to the extent authorized by TFSHS school officials, to develop a video entitled, "Youth: Stopped by the Police? Your Rights, What You Can Do and What You Can Expect from the Police," with students and Lansing Police Department officers in the video to improve communication, trust and understanding between Lansing police and youth in the Lansing community.
- I. The Lansing Police Department agrees to speak to TFSHS students in civics classes, as authorized by TFSHS school officials. This includes reviewing the joint video developed between the Lansing Police Department and TFSHS students and facilitating a dialogue with students about policing and public safety.
- J. The Lansing Police Department and the Lansing Community Coalition agree to engage the Cook County State's Attorney Office in discussions to implement a community-based restorative practices program. The program will be for first time youth offenders to reduce the effect of the school-to-prison pipeline and repeat offenders in criminal justice systems. Any implementation of such program will be in partnership with the Cook County State's Attorney Office.
- K. The Lansing Community Coalition and the Lansing Police Department agree to explore grant funding for additional School Resource Officer (SRO) positions, in an effort to secure funding to hire additional SROs for Lansing Public Schools.

IV. MOU TIMELINES AND ACTION STEPS

A. The Lansing Community Coalition and South Suburban Branch of the NAACP agree to assist the Lansing Police Department in the recruitment of candidates for the police officer hiring list in an effort to improve diversity in the Lansing Police Department and in a manner to be approved by the Lansing Police Department. The Lansing Police Department will inform the designated representatives of the Lansing Community Coalition, in writing, of testing and application opportunities, once the testing process is determined and set forth by the Village of Lansing Board of Fire and Police Commissioners.

TIMELINE AND ACTION STEP: The Lansing Police Department will inform the designated parties of testing and application opportunities once the testing process is determined and set forth by the Village of Lansing Board of Fire and Police Commissioners.

B. When the Village of Lansing Board of Fire and Police Commissioners determines that a new police officer hiring list will be created, the Lansing Police Department agrees to make recruitment

announcements in local publications which may include The Shopper, The Lansing Journal, Looking at Lansing, the Village website, and the Blue Line web site, as long as such announcements are not cost prohibitive. At that time, the Lansing Police Department also agrees to distribute recruitment materials at neighborhood watch meetings, local colleges, and other entities such as the Village of Lansing web site, the Lansing Public Library, the Lansing Chamber of Commerce and interested churches

TIMELINE AND ACTION STEP: Regular outreach entails beat meetings, Coffee with a Cop program, Lansing Citizen Police Academy, as well as the National Night Out. Recruitment communication will occur for each testing process.

C. When the Village of Lansing Board of Fire and Police Commissioners determines that a new police officer hiring list will be created, the Lansing Community Coalition agrees to network on outreach and meetings, on recruitment for the police officer hiring list, to smaller neighborhood churches in Lansing with the Lansing Police Department, in a manner to be approved by the Lansing Police Department.

TIMELINE AND ACTION STEP: Recruitment communication will occur for every test process.

D. The South Suburban Branch of the NAACP agrees to assist the Lansing Police Department in the recruitment of candidates for the police officer hiring list, in an effort to improve diversity in the Lansing Police Department. This support includes, and is not limited to, communicating and posting eligible positions on the police officer hiring list on the South Suburban Branch of the NAACP website, at job fairs, and in regular meetings with members and constituents.

TIMELINE AND ACTION STEP: Recruitment communication will occur for every test process.

E. When the Village of Lansing Board of Fire and Police Commissioners determines that a new police officer hiring list will be created, the Lansing Police Department agrees to provide recruitment materials to the designated parties and translate recruitment documents in Spanish. The Lansing Police Department will be working toward this prior to the next testing process.

TIMELINE AND ACTION STEP: The initial document translations will be completed prior to the next testing process. Any additional recruitment documents will be in Spanish, upon issuance.

F. The Lansing Police Department agrees to engage the Village of Lansing Board of Fire and Police Commissioners in discussions concerning the feasibility of providing a test orientation at least two months before the scheduling of any police officer examination. The decisions regarding the scheduling of the orientation, ultimately, will be at the discretion of the Village of Lansing Board of Fire and Police Commissioners.

TIMELINE AND ACTION STEP: Test orientation sessions will occur for all test offered.

G. After receiving the notice and/or announcement for a police officer examination, the Lansing Community Coalition and the Lansing Police Department agree to meet promptly thereafter, to discuss communication and recruitment strategies.

TIMELINE AND ACTION STEP: Meetings between the Lansing Community Coalition and the Lansing Police Department to discuss communication and recruitment strategies shall occur for every test offered.

H. The Lansing Police Department agrees to work with TFSHS to the extent authorized by TFSHS school officials, to develop a video on "Youth: Stopped by the Police? Your Rights, What You Can Do and What You Can Expect from the Police" with students and Lansing Police Department officers in the video to improve communication, trust and understanding between Lansing police and youth in the community.

TIMELINE AND ACTION STEP: Upon approval by school officials, the video will be completed during the 2018-2019 school year. Members of the Lansing Community Coalition may be present upon request.

I. The Lansing Police Department agrees to speak to TFSHS students in Civics classes to the extent authorized by TFSHS school officials. This includes reviewing the joint video developed between the Lansing Police Department and TFSHS students and facilitating a dialogue with students about policing and public safety.

TIMELINE AND ACTION STEP: Upon approval by school officials, TFSHS will make this part of the curriculum during the 2018-19 school year.

J. The Lansing Police Department and the Lansing Community Coalition agrees to engage the Cook County State's Attorney Office in discussions to implement a community-based Restorative Practices Program. The program will be for first time youth offenders to reduce the effect of school-to-prison and repeat offenders in criminal justice systems. Any implementation of such program will be in partnership with the Cook County State's Attorney office.

TIMELINE AND ACTION STEP: Contact with the Cook County State's Attorney will be made within thirty (30) days of the signing of this MOU. The resultant timeline will be subject to these conversations.

K. The Lansing Community Coalition and the Lansing Police Department agree to explore grant funding for additional SRO positions, in an effort to secure funding to hire additional SRO officers for Lansing Public Schools.

TIMELINE AND ACTION STEP: All parties agree to explore options to facilitate additional SRO positions. This will remain part of the ongoing conversations with the Lansing Community Coalition.

L. The Timeline and Action Steps in A through J will be monitored by the Lansing Community Coalition and the Lansing Police Department. Report on the progress of the terms of this MOU will be published by the Lansing Police Department, in accordance with the following timeline: at six months, at one year, and annually thereafter.

V. TERMS OF AGREEMENT

The parties jointly shall review all the aforementioned agreements after one year from the date of the signing. The parties understand that this agreement is a "living document" and from time-to-time, one or all parties may seek to refine or adjust this agreement. To this end, the parties may choose to amend, extend or dissolve the agreement, based on evidence of good faith, mutual compliance and benefits to the community. It also is understood that the parties to this agreement will work in earnest, to convene themselves regularly during the annual terms specified and to uphold the tenets of the agreement as described herein.

VI. DISPUTE RESOLUTION

In the event that the parties to this agreement cannot reach agreement on amendment, extension or dissolution of the agreement, impartial dispute resolution will be sought to resolve their differences. The Community Relations Service of the U.S. Department of Justice (USDOJ) or another professional dispute resolution service might be sought in this regard.

VII. PARTY AND THIRD PARTY RIGHTS

Nothing in this agreement is intended to create, or shall anything in it be construed as creating, any rights that may be exercised by a person or entity that is not a party to this agreement.

VIII. VOLUNTARY AGREEMENT AND DISCLAIMER

This agreement is the result of voluntary mediation between the parties and is not a result of duress, coercion, or undue influence. Nothing in this agreement should be taken as an admission of wrongdoing by any party. The terms and conditions contained herein are non-contractual and create no independent contractual obligation and/or duties upon any of the parties. It is understood and agreed that no party to this agreement shall institute or prosecute any judicial or administrative proceedings of any kind or nature to enforce any of the terms and conditions.

IX. AUTHORIZATION

This section includes the date of the agreement authorization and the signatures of the parties. The signature should include the title and organization that each party is representing. The parties may choose to sign the document or they may not. Either way, this section must be included in the document.

The parties agree to execute this agreement as of <u>July 31st, 2018</u> and the signatories hereto personally represent that this agreement is executed pursuant to legal authorization by the organizations on behalf of which they are signing:

Patty Eidam, Mayor Village of Lansing, IL

Dennis Murrin Jr., Lansing Chief of Police

Rev. Leroy Childress, Lansing Community
Coalition & Clergy

Elvis Slaughter, Lansing Community
Coalition

Rev. David Bigsby, Lansing Community
Coalition

Michelle Ford, Lansing Community Coalition

Donald McGruder, NAACP President -Chicago-Far South Suburban Branch

Quiana Moreno, Secretary – NAACP, Chicago Far-South Suburban Branch

X. WITNESS

Witnessed By:

Kenith Bergeron

Senior Conciliation Specialist

Community Relations Service

U.S. Department of Justice

230 South Dearborn

Chicago, IL 60604

312-353-4728

*This agreement is consistent with the United States Department of Justice, Community Relations Service's (CRS) congressional mandate as detailed in the Civil Rights Act of 1964 (42 U.S.C. §2000g). CRS provides assistance to communities and persons therein in resolving disputes, disagreements or difficulties related to conflicts and tensions based on race, color, and national origin. CRS also works with these parties to help communities prevent and respond more effectively to violent hate crimes committed on the basis of actual or perceived race, color, national origin, gender, gender identity, sexual orientation, religion, or disability.