

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE MORGAN HILL POLICE DEPARTMENT AND MORGAN HILL UNIFIED SCHOOL
DISTRICT
FOR EMERGENCY SITUATION ACCESS TO DISTRICT SECURITY CAMERAS**

This Memorandum of Understanding (“MOU”) is entered into by and between the **Morgan Hill Police Department (“MHPD”)** and the **Morgan Hill Unified School District (“District”)**, a public school district, on the 7th of May, 2019. The District and MHPD may be individually referred to as a “Party” or collectively as “Parties.”

RECITALS

WHEREAS, the District operates various school sites and has installed video surveillance cameras (“Security Cameras”) to provide a safe educational environment for students and District employees; and

WHEREAS, MHPD is responsible for providing for the safety and welfare of Morgan Hill residents, including District students and employees at District school sites; and

WHEREAS, school districts and law enforcement share responsibility for school safety and must work together with complementary policies and procedures to ensure a safe learning environment for students and staff members. As such, the District and the MHPD recognize the need for a shared understanding as to the use of Security Cameras in the schools in a way that enhances security and aids law enforcement while respecting the privacy expectations of members of the school community.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose.** The purpose of this MOU is to set forth guidelines for the District and MHPD as to the role and responsibilities of each in the use of Security Cameras and surveillance in District schools.
2. **MHPD Access to Security Cameras: Emergency Situations.** In the event of an emergency situation which includes active shooter/s, bomb threats, or any other immediate threat to life, limb, or safety of building occupants (“Emergency Situation Access”), MHPD may access the Security Cameras’ real-time footage and video recordings. Emergency Situation Access shall extend to emergency situations that occur both during and after school hours. Emergency Situation Access shall also extend to after school hours when MHPD (1) is notified of an alarm sounding and/or (2) suspect criminal activity on District property.
3. **Dissemination.** MHPD shall not disseminate, in any way to any third party, real-time footage or video recordings from the Security Cameras. Requests for the release of recorded material must be approved in writing by the District’s Superintendent or his or her designee.

4. **Training.** All MHPD personnel with access to the Security Cameras or video recordings shall be instructed in the technical and ethical parameters of appropriate camera use and shall receive a copy of this policy and provide a written acknowledgment that they have read and understood its contents. The District shall assist with providing training as requested by MHPD.
5. **Monitor of Use.** MHPD access to the Security Cameras shall remain off unless and until an Emergency Situation as defined in this MOU occurs. MHPD shall provide a quarterly report (due on March 31, June 30, September 30, and December 31 of each year of the MOU) that provides the following information related to each Emergency Situation in which MHPD accesses the District's Security Cameras: date/time of access, name of MHPD Personnel who accessed the Security Cameras, nature of Emergency Situation, site location and camera number.
6. **Confidential List of Designated MHPD Personnel for Security Camera Access.** MHPD shall provide the District no later than April 15 of each year of this MOU a confidential list of designated MHPD personnel who are authorized to activate the Security Cameras to view live streaming video. MHPD shall provide the contact information, position, rank and supervisors' contact information.
7. **Access.** Authorized MHPD individuals shall be provided with access via Publisafe's PubliCam software to remotely access the Security Cameras. PubliCam is a software tool currently utilized by MHPD that supports joint initiatives between local police and security camera owners. MHPD shall provide a copy of this policy and receive written acknowledgment that PubliCam has read, understood, and agrees to follow the parameters of this MOU including but not limited to Section 8 (Confidentiality).
8. **Confidentiality.** MHPD acknowledges that in viewing Security Camera access and video footage as provided under this MOU, MHPD may come into possession of information that may be considered confidential student information pursuant to the Family Education Rights and Privacy Act (20 U.S.C. § 1232g) and other applicable California State law ("**Confidential Information**"). It is MHPD's obligation to determine whether any information obtained through this MOU constitutes Confidential Information. MHPD shall take all reasonable steps necessary to protect, and maintain the confidentiality of, Confidential Information. MHPD shall only permit MHPD employees who reasonably require access to carry out their job functions to access Confidential Information. In the event of an accidental disclosure of Confidential Information, either to a third party or employee who does not require access, MHPD shall take all reasonable steps to secure the return of such information and shall inform the District within twenty-four (24) hours of disclosure. MHPD shall defend, indemnify and hold harmless the District from any and all claims that in anyway relate to, the breach of this provision, including, without limitation, the disclosure of Confidential Information, whether knowingly or unknowingly, intentionally

or unintentionally, or using footage obtained from the District's video surveillance cameras for a use other than the uses specified herein, except as required by applicable law or court order.

- 9. **No Waiver of Constitutional Rights.** The Parties agree that through this MOU, the District is in no way waiving its, its employees, or its student's rights to be free from unreasonable searches and seizures pursuant to either federal or state law.
- 10. **Termination.** Either Party may terminate this MOU at any time with written 10 days' notice to the other Party.
- 11. **Notice.** Any notice required or permitted to be given under this MOU shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows:

Morgan Hill Unified School District

Steve Betando, Superintendent
15600 Concord Circle
Morgan Hill, CA 95037
Tel: (408) 201-6000

Morgan Hill Police Department

Tel: _____

- 12. **Authority of Executing Officer or Party.** By signing below, the signer represents that it has the legal right, power, and authority to enter into and execute this Memorandum and to bind the Party on whose behalf the signer executes this Agreement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Morgan Hill Unified School District

Date: _____, 2019

By: _____

Print Name: Kirsten Perez

Its: Assistant Superintendent, Business Services

Morgan Hill Police Department

Date: _____, 2019

By: _____

Print Name: _____

Its: _____