

MEMORANDUM OF UNDERSTANDING

EFFECTIVE DATE: July 1, 2026

PARTIES:

Aitkin County Sheriff's Office

218 2ND St. NW, Aitkin MN

Aitkin Public School District

306 2nd St NW, Aitkin, MN 56469

RECITALS:

- A. Aitkin Public School District operates schools in Aitkin County, Minnesota that provides education to students within its service area.
- B. The Sheriff's Office dispatches for all the law enforcement agencies serving Aitkin County, including Aitkin Public School District and its students, faculty, and visitors.
- C. Aitkin Public School District and the Aitkin County Sheriff's Office (each a "party" and collectively, the "parties") acknowledge and agree that, from time to time, the Aitkin County Sheriff's Office may, in the course of their professional duties, need to respond to emergency situations occurring at or on the premises of the school. The parties further agree that such response efforts may be assisted by the Sheriff's Office having temporary remote access to Aitkin Public School District real-time security camera feeds covering public areas of the school,
- D. The parties now wish to clarify the terms, conditions, and procedures under which the Sheriff's Office may temporarily have such remote access while ensuring privacy in accordance with applicable state and federal laws and regulations.

AGREEMENTS:

1. Compliance with Applicable Privacy Laws. The parties acknowledge and agree that the Camera Feeds, as that term is defined herein, remotely accessed and viewed by the Sheriff's Office pursuant to this Memorandum of Understanding (this "MOU") may contain "protected student information," as that term is defined by the Family Educational Rights and Privacy Act and the Minnesota School Board Association. Federal and State laws in Minnesota protect the privacy of student education records and other private or sensitive information. The Sheriff's Office shall comply with all state and federal laws when accessing, viewing, and using the Camera Feeds.

2. Qualifying Event. For the purposes of this MOU, "Qualifying Event" is defined to include the following events or situations:

2.1 Crime In Progress on School Premises. A crime is taking place on the premises of the school or on school property that threatens the health or safety of a student, staff, or visitor. Aitkin Public School District requests the Sheriff's Office's assistance to stop the crime from continuing, and Aitkin Public School District believes that remote access to a Camera Feed(s) is critical to the Sheriff's Office's ability to stop the crime from continuing.

2.2 Serious and Imminent Threat to Public Safety. There is a serious and imminent threat to public safety occurring in or on the premises of the School, Aitkin Public School District requests the Sheriff's Office assistance in stopping that threat, and Aitkin Public School District believes that remote access to a Camera Feed(s) is critical to the Sheriff's Office's ability to timely stop the threat.

2.3 Suspect, Witness, or Missing Person. The Sheriff's Office is attempting to locate a suspect, witness, or missing person and reasonably believes that such suspect, witness, or missing person is currently in or on the premises of the School, and Aitkin Public School District believes that remote access to a Camera Feed(s) is critical to the Sheriff's Office's ability to locate the suspect, witness, or missing person.

3. Procedure to Request, Obtain, and Terminate Remote Access.

- A. Remote Access Request. For the sole purpose of its immediate response to a Qualifying Event, the Sheriff's Office may remote access to Aitkin Public School District real-time security camera feeds showing the following areas of the School,: (i) exterior camera feeds, including those showing the School's parking areas and entry/exit points; and (ii) the interior camera feeds showing the School's vestibule, hallways, gym, cafeteria, and other common areas. For clarity, this MOU does not grant the Sheriff's Office the right to request or be granted access to any security camera feed showing areas that would require the Sheriff's Office to obtain a warrant, court order, or separate consent from Aitkin Public School District to access.
- B. Access Termination. Remote access to any Camera Feed granted by Aitkin Public School District shall terminate upon the conclusion of the Qualifying Event or at the direction of an administrative member of Aitkin Public School District, or their designee.
- C. NO Transfer of Security or Student Supervision Responsibilities. Nothing in this MOU transfers to the Sheriff's Office responsibility for or control over Aitkin Public School District internal security operations or student supervision activities.

4. Unauthorized Use and Recording Prohibited. The Sheriff's Office shall use any remote access granted in accordance with this MOU solely for the purpose of its immediate response to a Qualifying Event and not, for example, other investigative purposes (whether relating to the Qualifying Event or otherwise). Under no circumstances shall the Sheriff's Office record or otherwise retain any security camera feed accessed pursuant to this MOU. In the event the Sheriff's Office wishes to obtain such recording for any reason (including, without limitation, investigative purposes), the Sheriff's Office shall follow normal procedures to request and obtain such recording from Aitkin Public School District in accordance with applicable law.

5. Confidentiality Safeguards. The Sheriff's Office shall safeguard and keep confidential those Camera Feeds made available to it pursuant to this MOU and, to the extent permitted by law, the information obtained from viewing the Camera Feeds. Such efforts shall include, without limitation, the following:

- A. Secure Location; Secure Connection; Authorized Personnel. The Sheriff's Office shall ensure that the Camera Feeds are remotely and privately viewed via a secure connection in a secure location within the Aitkin County Sheriff's Office by authorized personnel only. All such personnel shall be appropriately trained on how to use and disclose data in accordance with applicable law.
- B. Reports of Unauthorized Access or Use. The Sheriff's Office shall report to the administrative team any unauthorized access or use of a Camera Feed to Aitkin Public School District as soon as practical.

6. Indemnification. To the fullest extent permitted by law, the Sheriff's Office shall indemnify, defend, and hold harmless Aitkin Public School District and its directors, shareholders, and employees from and against any third party claims, demands, losses, expenses, costs (including reasonable attorneys' fees), damages and causes of action arising from or relating to the unauthorized access or use of any Camera Feed.

7. Primary Contact. Each party shall designate a primary and alternate contact person who is responsible for access authorization, incident coordination, compliance oversight, and other matters relating to this MOU.

Aitkin Public School District

Primary Contact Mary Morem
Phone: 218-927-7100
Email: mmorem@fddl.org

Alternate Contact: Lisa Demars
Phone: 218-927-2115
Email: ldemars@fddl.org

Aitkin County Sheriff Office

Primary Contact: Daniel Guida, Aitkin County Sheriff
Phone: 218-927-7417
Email: dan.guida@aitkincountymn.gov

Alternate Contact: Heidi Lenk, Aitkin County Undersheriff
Phone: 218-927-7421
Email: heidi.lenk@aitkincountymn.gov

5. Termination. Either party may terminate this MOU at any time upon providing written notice to the other party.

By signing below, the undersigned parties agree to the terms and conditions of this MOU.

Aitkin Public School District

Signature: _____
Name: _____
Title: _____
Date: _____

Aitkin County Sheriff Office

Signature: _____
Name: _____
Title: _____
Date: _____

