



CITY OF GROSSE POINTE WOODS DEPARTMENT OF PUBLIC SAFETY

Date: September 10, 2026

To: Mayor Arthur Bryant and City Council

From: John G. Kosanke, Director of Public Safety

Subject: Grosse Pointe Public School System – Security Camera System Agreement

The Grosse Pointe Public School System has proposed a Security Camera System Livestream Use Agreement which would provide the Department of Public Safety with access to school system cameras during emergencies. The live video feeds would be accessible only during automatic triggers such as lockdown, credible active assailant, bomb threats, fire alarms, serious safety incidents including credible threats, and missing or endangered persons, or ongoing violent acts on campus. This agreement would provide a heightened level of awareness and security.

This type of collaboration between school districts and law enforcement agencies is practiced throughout the State of Michigan and across the country. The Memo of Understanding has been reviewed by City Attorney Debra Walling. The School System will be presenting the agreement to their Board of Education for final approval in the near future.

I respectfully submit the proposed agreement to Council for consideration. I am recommending that the proposed Security System Livestream Use Agreement between the Grosse Pointe Public School System and the City of Grosse Pointe Woods be approved by Council and signed by City Manager Susan Como.

RECEIVED

SEP 10 2026

**CITY OF GROSSE POINTE WOODS
CLERK'S DEPARTMENT**

SECURITY CAMERA SYSTEM LIVESTREAM USE AGREEMENT

This Security Camera System Livestream Use Agreement (“Agreement”) is made this ____ day of _____, 2026, between the Grosse Pointe Public School System, a Michigan general powers school district, organized and operating under the provisions of the Michigan Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 20601 Morningside Dr, Grosse Pointe Woods, 48236-1584 (the “District”), and the City of Grosse Pointe Woods, a Michigan municipal corporation, whose address is 20025 Mack Plaza, Grosse Pointe Woods, 48236 (the “City”, acting by and through its Department of Public Safety, referred to herein as the “Department”) (individually, a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, Article VII, Section 28 of the Michigan Constitution of 1963, provides, in part, that two or more counties, townships, cities, villages or districts, or any combination thereof, may, among other things, enter into contractual undertakings or agreements with one another for joint administration of any of the functions or powers each would have to perform separately; and

WHEREAS, the District has the authority, as a general powers school district and pursuant to Section 11a(4) of the Revised School Code, being MCL 380.11a(4), to enter into cooperative agreements with other entities, public or private, as part of performing the functions of the school district; and

WHEREAS, the Department has the expertise, training, capacity, and qualifications to dispatch law enforcement personnel and effectively use, upon the District’s request, live feed video surveillance during emergency situations and respond to those emergency situations (“Services”); and

WHEREAS, the District seeks to contract with the Department to provide support during emergency situations, and agrees to provide the Department with access to the District’s livestream video camera systems; and

WHEREAS, the purpose of this Agreement is to establish a clear framework between the District and the Department to ensure a safe and secure learning environment for all members of the school community; and

WHEREAS, this Agreement defines the limited conditions under which designated law enforcement agencies may access the District’s security camera livestream feeds during an imminent health or safety emergency as defined under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. Part 99; and

WHEREAS, access under this Agreement is intended solely to support immediate emergency response and situational awareness consistent with FERPA’s “health or safety emergency” exception (34 C.F.R. § 99.31(a)(10) and § 99.36).

WHEREAS, the Department will provide services to the District as set forth in this Agreement; and

WHEREAS, the Parties hereto have reached an understanding regarding the performance of the Department's services and desire to set forth this understanding in the form of this written agreement.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS AND THE MUTUAL UNDERTAKINGS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE I
PARTIES' RIGHTS AND RESPONSIBILITIES**

- 1.1 This agreement pertains only to temporary livestream access of District video camera systems by designated law enforcement agencies during specific, limited, and defined emergency situations.
- a. The system does not permit recording, downloading, exporting, or continuous monitoring by law enforcement.
 - b. Access is restricted to live video feeds only.
 - c. Facial recognition, biometric identification, or analytics technology are strictly prohibited.
 - d. The District camera system is designed for real-time visual awareness during emergencies only—not for general surveillance or data collection.
 - e. All use and disclosure of student information or images shall comply with FERPA's privacy protections and be limited to the scope necessary to address the emergency (34 C.F.R. § 99.36(c)).
- 1.2 **Tiered Access Framework:** To ensure consistent and legally compliant use, The Parties agree to the following access framework:
- a. Tier 1 – Immediate Access (Automatic Trigger):
 - i. Access permitted only during the following:
 - A. credible active assailant, kidnapping, or bomb threat situations;
 - B. clear emergency circumstances that meet FERPA's health or safety emergency standard as defined in Paragraph 1.5;
 - C. serious safety incidents such as credible threats, missing or endangered persons, or ongoing violent acts on campus; and
 - D. 911 calls or texts which describe any situation listed herein.
 - ii. Activation may occur via system triggers (e.g., lockdown, panic, or fire alarms) or by direct district authorization.

b. Tier 2 – Non-Emergency Use Prohibited:

- i. Non-emergency access (e.g., past crimes, investigative review, or general monitoring) requires a subpoena, warrant, or written district consent consistent with FERPA and other applicable law.
- 1.3 The procedures set forth in **Exhibit A** are incorporated into this Agreement by reference. Designated Authorized Public Safety Employees shall comply with **Exhibit A** and procedures of how to access the District's security camera system. The Department agrees that only employees trained to use the District's video camera systems will be provided with access to the District's video camera systems.
- 1.4 The Department shall not be entitled to any form of payment from the District under this Agreement.
- 1.5 Access to the District's video camera system in Tier 1 is restricted to matters deemed a Health or Safety Emergency, as defined under FERPA. FERPA defines a "Health or Safety Emergency" as an articulable and significant threat to the health or safety of students or other individuals.¹ A Health or Safety Emergency must be related to the threat of an actual, impending, or imminent emergency, and not merely the threat of a possible or eventual emergency for which the likelihood of occurrence is unknown.² A Health or Safety Emergency may include, but shall not be limited to, a natural disaster, terrorist attack, or campus shooting.³ For purposes of this protocol, a Health or Safety Emergency shall not include routine surveillance, security surveillance, or minor altercations or disturbances. The Parties further agree that a "Health or Safety Emergency" includes, but is not limited to, any in-progress or event where life, safety, and/or property are in imminent or immediate danger; a reported fire; and setting off of intrusion alarms.
- 1.6 The District's video camera systems automatically log all instances of livestream access; therefore, the District will maintain these records and review them. Unauthorized or inappropriate use of the District's livestream video camera systems may lead to suspension or revocation of access privileges.
- 1.7 The Department acknowledges it is the sole employer of any employee providing Services under this Agreement. The Department shall be solely responsible for compensating, hiring, retaining, disciplining, dismissing, evaluating and otherwise regulating employment terms and conditions, rights, compensation and other similar matters relative to all Department employees providing Services under this Agreement. The Department shall be responsible for payment of all required payroll taxes, and local, state, and federal tax withholdings for its employees. No joint employment relationship is created as a result of the Agreement. Department employees providing Services under this Agreement are not

¹ 34 CFR 99.36.

² *Family Educational Rights and Privacy Act (FERPA) and the Disclosure of Student Information Related to Emergencies and Disasters*, Family Policy Compliance Officer, US Department of Education (June 2010), p 6.

³ *Id.*

entitled to any of the rights, compensation or other benefits which the District may provide its employees.

- 1.8 The Parties acknowledge that Department officials have been designated, in accordance with the Family Educational Rights and Privacy Act (“FERPA”), as District school officials with a legitimate educational interest in the information depicted in the Video. 34 CFR 99.7. The Parties further acknowledge that records both created and maintained by the Department for a law enforcement purpose are considered records of a law enforcement unit and are therefore excluded from the definition of “education records” under FERPA. 34 CFR 99.8(b)(I). Records of a law enforcement unit do not include those records created and maintained by a law enforcement unit exclusively for a non-law enforcement purpose, such as disciplinary action or proceeding conducted by the educational agency or institution. 34 CFR 99.8 (b)(2). Additionally, education records do not lose their status as “education records” and remain subject to FERPA when shared with or in possession of the Department. 34 CFR 99.8(c)(2).
- 1.9 The Department shall not make or maintain any recordings from the access it is provided to the District’s video camera systems during emergency situations. The District’s video camera system does not support facial recognition technology. The livestream is intended solely to provide **situational awareness** to law enforcement during health or safety emergencies, as defined in Paragraph 1.5. No data may be recorded, stored, or analyzed outside of this limited purpose.
- 1.10 The Department may not share livestream access or information obtained from it with any third parties, public or private. All requests from coordinating agencies must be routed through the District. Recorded footage will be released only in response to a lawful court order, subpoena, or warrant.

Notwithstanding the above, in the event that an emergency situation or triggering event occurs which is videotaped by the District (with remote access by the Department) and in regard to which the Department may need access to and/or copies of the Video, the District agrees that, upon written request by the Department no later than thirty (30) days after the date of the incident, that the District will segregate, identify and preserve on an external storage device or location the requested Video and will retain it until such time as: (a) it is requested by subpoena or through the court order process by the Department; or (b) the Department notifies the District in writing that the copy of the Video is no longer required. Notwithstanding, any such preserved Video shall be disposed of no longer than ten (10) years from the date of creation unless issuance of a subpoena or court order; or as mutually agreed upon by the Parties, in writing, which identifies the date and time and purpose for retention.

- 1.11 In the event of a Tier 1 emergency where livestream access was utilized, the District will notify parents/guardians that law enforcement accessed the livestream. Notification will occur within 48 hours following the incident, as the district’s primary focus during the event will be on immediate safety and crisis management. In the event Tier 2 is activated, the District shall ensure that parents/guardians are notified within 48 hours following the

conclusion of the event, unless the disclosure is prohibited by law enforcement due to an ongoing investigation.

- 1.12 The Department, its Designated Authorized Public Safety Employees, employees and agents shall use information gleaned from its access to the District's video camera systems only to provide Services pursuant to this Agreement, and will not disclose any information to third parties except as permitted by applicable law or regulation. 34 CFR 99.33.
- 1.13 The Department acknowledges and agrees that the District may revoke the Department's ability to remotely access the District's video camera systems at any time, and for any reason. The District shall provide notice of such revocation in writing, and revocation of the Department's access shall be effective immediately, unless another date is specified by the District in writing to the Department's Chief of Police or his/her designee.
- 1.14 The Department acknowledges that as a result of the performance of its Services under this Agreement, its employees and agents may receive or have access to information that may be considered student education records and other data subject to confidentiality requirements of FERPA, the Individuals with Disabilities Education Act ("IDEA"), the Michigan Mandatory Special Education Act ("MMSEA"), the National School Lunch Act, the Michigan Revised School Code, and their underlying regulations. The Department acknowledges that, to the extent its employees and agents may receive and have access to such data and records, it will require that its agents and employees, as a condition of employment, acknowledge and agree to comply with the above-referenced Acts and their regulations, and further agree that they will not photograph, record, copy, disseminate, convey, or re-disclose video images or photos, student data, or education records without the express written consent of the District or the student's parent/guardian or eligible students, except as permitted by law.
- 1.15 The Department further agrees that no video images, pictures, student information, photos or video images will be maintained, stored, or kept on file (in electronic, print, or any other media or format) except as authorized by this Agreement.
- 1.16 The District and the Department shall conduct at least one annual joint training or scenario drill simulating emergency camera activation. Training will include instruction on:
 - a. FERPA (20 U.S.C. § 1232g; 34 C.F.R. Part 99) and student privacy protections;
 - b. Michigan law governing surveillance and confidentiality; and
 - c. Proper system use, limitations, and prohibition on facial recognition technology.

Further, the Department may provide additional training to its personnel regarding the District's video camera systems. The Department shall notify the District in advance when requesting access for the purpose of staff training. Such sessions must be coordinated with the District technology department to ensure system integrity and data privacy.

- 1.17 The District reserves the sole right and authority to determine, and amend, the policies and procedures related to how the Department accesses the District's video camera systems.
- 1.18 Use of the District's video camera systems pursuant to this Agreement is expressly limited to live feed video surveillance recordings and should not include audio recording or capture of District facilities. Upon conclusion of the emergency as determined by the Department, livestream monitoring shall cease immediately, and access will be terminated.
- 1.19 The Department will create a log of when the District's video camera systems are accessed and for what purposes (emergency situation, training, fire, alarm, etc.). This log will be shared with the District Superintendent monthly. The District's administration will review its own access logs and the information provided by the Department pursuant to this Paragraph at least quarterly and will present a summary report to the Board of Education.

ARTICLE II

TERM OF AGREEMENT AND TERMINATION

- 2.1 This Agreement shall commence on the date of the last signature dated below ("Effective Date") and shall remain in full force and effect until otherwise terminated pursuant to its terms.
- 2.2 Any Party may terminate this Agreement at any time for any reason by providing thirty (30) days' written notice to the other Party.

ARTICLE III

CONFIDENTIALITY

- 3.1 To the extent that the Department and its Designated Authorized Public Safety Employees are permitted access to confidential records or information protected by FERPA or other applicable law while performing Services under this Agreement, the Department agrees it shall comply with applicable District confidentiality policies.

ARTICLE IV

NO WAIVER OR IDEMNIFICATION

- 4.1 Nothing in this Agreement is intended to release, waive or alter any liability or obligation of the Department pursuant to the terms of this Agreement. The Department shall be responsible for its employees who perform Services pursuant to this Agreement. Nothing in this Agreement shall be construed as creating an obligation to indemnify or defend either Party or claims, damage or liability arising out of or stemming from an act or omission of an employee assigned by the Department to perform Services pursuant to this Agreement. Each Party shall be responsible for the acts or omissions of its employees and agents in performing its respective obligations under this Agreement.

ARTICLE V

GOVERNMENTAL IMMUNITY

- 5.1 The District and the Department do not waive their governmental immunity by entering into this Agreement and each Party fully retains all immunities and defenses provided by law with respect to any action based upon or occurring as a result of this Agreement.

ARTICLE VI **INSURANCE**

- 6.1 The Department shall be responsible for its employees assigned to perform Services pursuant to this Agreement. The District and the Department shall each maintain, at its sole expense, commercial general liability insurance to protect the Parties from any liability or cost which may occur as a result of this Agreement. The Commercial General Liability Insurance Policy must include, but shall not be limited to, coverage for bodily injury, personal injury, property damage (broad form), premises/operations, and blanket contractual. Coverage shall be endorsed to include the other Party as an additional named insured during the term of this Agreement. The Department and the District shall each purchase and maintain the following insurance with the stated minimum limits.

Minimum Limits:

- Worker's Compensation – Must meet statutory requirements.
 - Commercial General Liability
 - \$1,000,000.00 per person/occurrence
 - \$1,000,000.00 property damage
 - \$2,000,000.00 general aggregate
 - \$5,000,000.00 umbrella coverage
 - Commercial Automobile Liability
 - \$1,000,000.00 per person/occurrence
 - \$1,000,000.00 property damage
 - \$2,000,000.00 general aggregate
 - Law Enforcement Liability - \$5,000,000.00 occurrence/aggregate (not required from the School District).
 - Employer's Liability - \$500,000.00 each occurrence.
- 6.2 Policies of insurance shall be with companies licensed to do business in the state of Michigan and in a form satisfactory to each Party with each Party named as an Additional Insured on the Certificates of Insurance. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of this Agreement.

SECTION VII **MISCELLANEOUS**

- 7.1 The Department shall not assign this Agreement nor its rights and duties under this Agreement without the District's prior written consent.

- 7.2 This Agreement is non-exclusive and does not prevent the District from entering into similar agreements with other law enforcement authorities.
- 7.3 This Agreement constitutes the entire Agreement between the Parties relating to the Services provided for in this Agreement. Any modification or amendment to this Agreement must be made in writing, approved by the District and the Department.
- 7.4 This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.
- 7.5 Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim under this Agreement shall be brought in the Third Judicial Circuit Court, Wayne County, Michigan where the Parties agree venue is proper.
- 7.6 The Parties agree to comply with all applicable federal, state and local laws, rules and regulations.
- 7.7 If any provisions of this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired, or prejudiced thereby.
- 7.8 The District and the Department both represent that each has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that their respective actions have been duly and validly authorized, and that they will adopt any and all resolutions required for approval.
- 7.9 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same Agreement.

SECTION VIII

AUTHORIZATION

- 8.1 Each Party represents and warrants to the other that it has undertaken all necessary corporate or organizational actions required to give it full power, authority, and right to execute, deliver and perform its obligations under this Agreement and that the individual signing this Agreement on its behalf is authorized to do so pursuant to its governing documents.

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IN WITNESS WHEREOF, this Agreement has been duly executed, approved by the appropriate governing bodies and shall become effective on the date set forth in Article 2, Paragraph 2.1, above.

GROSSE POINTE PUBLIC SCHOOL SYSTEM, A MICHIGAN GENERAL POWERS SCHOOL DISTRICT	CITY OF GROSSE POINTE WOODS, A MICHIGAN MUNICIPAL CORPORATION
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By: _____	By: _____
_____	_____
Dr. Roy Bishop	()
Its: Superintendent	Its: _____
Dated: _____	Dated: _____

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Exhibit A
Operational Policy and Procedures
Security Camera System Access
Law Enforcement Standard Operating Procedures

1. Emergency Triggers for Access

Designated Authorized Public Safety Employees may access GPPSS live video feeds only under the following circumstances:

- a. Tier 1: Automatic triggers such as lockdown alarm, credible active assailant, bomb threat or fire alarm, serious safety incidents such as credible threats, missing or endangered persons, or ongoing violent acts on campus; and 911 calls or texts which describe any situation listed herein.
- b. Tier 2: Prohibited except pursuant to subpoena, warrant, or written parental/guardian consent.

2. Access Procedure

- a. Documentation – The Designated Authorized Public Safety Employee receiving or initiating the request must record the date, time, type of emergency, and authorizing party.
- b. Secure Connection – Access is made only through the designated secure VPN and video management portal. Credentials are limited to Designated Authorized Public Safety Employees identified in the MOU.
- c. Monitoring – Access sessions automatically timeout after 60 minutes unless reauthorized. Designated Authorized Public Safety Employees may not record, export, or capture images of the live feed.
- d. Disconnection – The Designated Authorized Public Safety Employee must terminate the connection immediately once the emergency ends.

3. Credential Use

- a. Credentials are personal and not transferable.
- b. Designated Authorized Public Safety Employees are responsible for safeguarding credentials.
- c. Use outside the circumstances defined in the MOU constitutes misuse.

4. Logging Requirements

- a. Every access session must be logged, including Designated Authorized Public Safety Employee name, agency, time of login, duration, and emergency type.
- b. Designated Authorized Public Safety Employees must ensure accurate and complete log entries during or immediately after the session.

5. Prohibited Actions

- a. Continuous or routine monitoring.
- b. Recording, photographing, or exporting feeds.
- c. Sharing access or allowing non-authorized personnel to view feeds.
- d. Enabling any biometric, facial recognition, or AI analytics tools.

6. Training

- a. Designated Authorized Public Safety Employees with credentials must complete training on:
 - i. FERPA and student privacy restrictions.
 - ii. Proper technical procedures for accessing and disconnecting.
 - iii. Agency and district security protocols.
- b. Only trained Designated Authorized Public Safety Employees may initiate or monitor live access.

7. Acknowledgement Form

Each Designated Authorized Public Safety Employees must sign an acknowledgement:

I have reviewed and agree to comply with the Grosse Pointe Public School System Security Camera Access MOU and Exhibit A – Operational Policy and Procedures. I understand that misuse or violation may result in immediate suspension of access and further disciplinary action by my agency or under law.

Signature: _____ Print Name: ____ Agency: _____
Date: _____