

Steve Hinkley, Chairperson	Calhoun County Sheriff's Office
Ryan Harvey, Vice-Chairperson	Township Association
Dan Strowbridge	Calhoun County Board of Commissioners
Toby Baker	Michigan State Police
Eric Krause	City of Albion
Vacant	Area Metropolitan Services Agency
Shannon Bagley	City of Battle Creek – Seat #1
Patrick O'Donnell	City of Battle Creek – Seat #2
Scott Wolfersberger	City of Marshall

SPECIAL MEETING

Roll Call

Pledge of Allegiance

Agenda Approval

Excuse Absent Board Members (not to include AMSA representative)

Public Comments – 3-minute limit per person; see [public comment policy](#).

Old Business

1. First Amendment with Attachment A-1 to the CISD-CCDA 2013 Agreement.
2. Subsequent Agreements – Other Districts.

Board Member Comments

Adjournment

**FIRST AMENDMENT TO
VIDEO SURVEILLANCE AGREEMENT**

This FIRST AMENDMENT (Amendment) to Video Surveillance Agreement (Agreement) is made and entered into by and between the Calhoun County Consolidated Dispatch Authority (“CCCDA”), an Authority created pursuant to Michigan law, 315 West Green Street, Marshall, MI 49068, and the Calhoun Intermediate School District (“CISD”), a Michigan intermediate school district, organized and operating pursuant to the Revised School Code, MCL 380.601, *et seq.*, with offices located at 17111 G Drive North, Marshall, MI 49068, (hereinafter the "Parties").

WITNESS:

WHEREAS, CCCDA and CISD are parties to an Agreement for access to live CISD video feed (“Services”) during an emergency situation/critical incident; and

WHEREAS, Technology improvements have resulted in the need for updated video/camera hardware and software installations; and

WHEREAS, the Parties desire to repeal Attachment A of the current Agreement and memorize this Amendment to the Agreement with Attachment A-1.

NOW THEREFORE, the Parties hereby agree as follows:

1. Where in the Agreement (2013) the term “Triggering Event” is used, “critical incident” shall be used and referred to.
2. All use of Video will be limited to surveillance during critical incidents or as requested by authorized responding public safety agencies having lawful jurisdiction upon the occurrence of an emergency/critical incident.
3. Article 1.13 is revised and replaced with the following: In the event that an emergency situation or critical incident occurs which is video recorded by CISD (with remote access by CCCDA) and in regard to which the CCCDA may need access to and/or copies of the Video, CCCDA acknowledges that the Video may be autodeleted after thirty (30) days in the regular course of CISD’s business. Thus, CCCDA will make a request for such Video no later than twenty eight (28) days after the date of the incident, and CISD 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 other court process by the CCCDA; or (b) CCCDA notifies CISD in writing that the copy of the Video no longer is 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.

4. Agreement (2013) Attachment A is repealed.
5. Agreement (2013) is amended, and Attachment A-1 is hereby adopted and included by this Amendment.
6. The Agreement (2013), this Amendment, and Attachment A-1 attached hereto or incorporated by reference, constitute the entire Agreement between the Parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the Services contemplated.
7. All other terms and conditions contained in the above-stated Agreement shall remain in full force and effect except as modified herein. This Amendment shall become effective on the ____ day of _____, 2025. (“Effective Date”) and remain in full force and effect until otherwise terminated pursuant to its terms.
8. This Amendment 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.
9. The following individuals shall be the authorized contacts for this Agreement (unless otherwise authorized in writing):

 CCFDA:

 Michael Armitage, Executive Director

 And

 CISD:

 Jerry Johnson, Superintendent
10. This Agreement has been duly authorized, executed and delivered by the Parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of CCCDA or CISD, as is respectively applicable.

[Signatures on Following Page.]

CALHOUN ISD

By: _____

Jerry Johnson

Its: Superintendent of Schools

Dated: _____

17111 G Drive North
Marshall, MI 49068
Ph: (269) 781-5141
Fax: (269) 781-7071

CCCDA

By: _____

Michael Armitage

Its: Executive Director

Dated: _____

315 West Green Street
Marshall, MI 49068
Ph: (269) 781-0911

**CALHOUN COUNTY CONSOLIDATED DISPATCH AUTHORITY
Operational Policy and Procedures**

**08.06 - School Security Camera System
Revised: 08/__/2025**

PURPOSE

The purpose of this policy is to designate acceptable use terms of school video surveillance access for all Calhoun County Consolidated CCCDA Authority (CCCD) employees in accordance with the various acceptable use agreements CCCDA has entered into with school districts.

CCCD may access school video surveillance systems during emergency situations (“critical incident”). Critical incidents may include, but are not limited to: a priority 1 (emergency) incident at or near a school, a panic button activation, or a panic alarm is received from a central monitoring station. Any other access would be made at the request or approval of a law enforcement, fire, or EMS agency (i.e., “public safety”).

POLICY

Under emergency situations or critical incidents, CCCDA staff may receive or have access to a school district's live video surveillance system which may depict student images and pictures. The video may convey records and other data subject to confidentiality requirements of the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g, Individuals with Disabilities Education Act (“IDEA”), the Michigan Mandatory Special Education Act (“MMSEA”), and the National School Lunch Act and their underlying regulations. Therefore, if staff receive or have access to such video surveillance, or data and records, the staff member shall not disseminate, convey, or re-disclose video surveillance images, pictures or student data or other records. This includes video or photographic images of students, school district personnel or others who may have been present. This prohibition remains in effect even if a student is not the subject of the video or photograph. CCCDA staff is strictly prohibited from recording or photographing a monitor viewing school surveillance camera system or attaching any recording device to the live video feed.

Access to school camera systems will be done using Motorola’s Command Central Aware system or system in use. This system allows for the manual operation of opening camera feeds, along with automatic display of cameras based on rules. Those rules include a 911 call placed and panic button activations within close proximity to integrated cameras.

[Continued next page]

PROCEDURE

CCCDA staff shall only access a school video surveillance system for a critical incident. When CCCDA is made aware of a critical incident or receives a public safety notification of a critical incident, the following actions shall be taken:

1. CCCDA staff shall securely access the school's video surveillance system in which the critical incident is occurring.
2. CCCDA staff shall monitor the surveillance system during the critical incident.
3. CCCDA staff shall not continue to monitor camera systems after the critical incident has concluded.
4. CCCDA staff shall document who provided notification of the critical incident and the date and time the notification was received. Access history for video systems is tracked by CCCDA and the school district may request the notification logs and system records that may be released not otherwise prohibited by law (e.g., LEIN). Any suspected unauthorized use shall be reported immediately to school and CCCDA administration.
5. Audit logs shall be made available to school districts, if requested, for cameras on their property.

End of Procedure.

Michael Armitage
Executive Director

VIDEO SURVEILLANCE AGREEMENT

This Video Surveillance Agreement ("Agreement") made this 22nd day of March, 2013, by and between the Calhoun County Consolidated Dispatch Authority ("CCFDA"), an Authority created pursuant to Michigan law, 315 West Green Street, Marshall, MI 49068, and the Calhoun Intermediate School District ("CISD"), a Michigan intermediate school district, organized and operating pursuant to the Revised School Code, MCL 380.601, *et seq.*, with offices located at 17111 G Drive North, Marshall, MI 49068, (hereinafter the "Parties").

RECITALS

WHEREAS, CCFDA is the primary public safety answering point ("PSAP") for all of Calhoun County and has primary responsibility for the dispatch of all law enforcement, fire, and emergency personnel in the event of an emergency involving the physical security and safety of the CISD; and

WHEREAS, CISD is organized and operated as a Michigan intermediate school district, organized and operating pursuant to the Revised School Code, MCL 380.601, *et seq.*, and has the powers, authority and duties specified therein, including the authority, pursuant to MCL 380.601a(2), to enter into agreements with other entities, public or private, as part of performing the functions of the school district as well as the authority to engage contractors and agencies to carry out the school district powers; and

WHEREAS, the Parties agree that the health, safety and welfare of persons using CISD facilities and present on CISD property are of utmost concern; and

WHEREAS, CCFDA has the expertise, training, capacity and qualifications to assist law enforcement authorities and fire department (collectively "public safety personnel") by providing upon request of said personnel access to live CISD video feed during an emergency situation ("Services"), as contemplated under this Agreement; and

WHEREAS, CISD hereby designates CCFDA as security agents for the specific purpose of providing Services to responding public safety personnel under emergency circumstances, ("triggering events"); and

WHEREAS, to accomplish said notification, CISD hereby grants CCFDA limited access through a confidential password to view live feed video surveillance cameras ("Video") that are only located within the public areas of CISD's facilities; and

WHEREAS the Parties desire to define the terms and conditions whereby the CCFDA will access the Video and use of the Video to provide the Services.

NOW THEREFORE, the Parties hereby agree as follows:

SECTION 1
DESCRIPTION OF SERVICES TO BE PROVIDED BY CCCDA –
RELATIONSHIP OF THE PARTIES

- 1.1 CCCDA shall provide to CISD, for the term of this Agreement, the Services by CCCDA employees who are qualified to perform said Services. CCCDA represents that its employees selected and assigned to perform said Services have been trained and are qualified for providing Services.
- 1.2 In the performance of Services under this Agreement, CCCDA (its agents and employees) shall be regarded at all times as an employee(s) of CCCDA providing service to CISD.
- 1.3 CCCDA shall be regarded, designated and considered to be the employer with respect to any CCCDA employee who provides Services under this Agreement. CCCDA shall be solely responsible for compensating, hiring, retaining, disciplining, dismissing, evaluating and otherwise regulating the employment terms and conditions, employment rights, level of compensation and other similar matters relative to all CCCDA employees utilized in connection with providing Services under this Agreement.
- 1.4 The CISD hereby officially authorizes and designates the CCCDA to assist in maintaining the physical security and safety of its buildings and facilities. The Parties hereby agree that the sole responsibility of the CCCDA pursuant to said designation shall be for its agents and employees, at the request of authorized responding public safety personnel, to access the Video, subject to the limitation and conditions set forth herein and its Attachment A. It is the intent of the Parties that the Video, to the extent it is used/accessed by CCCDA, shall be utilized to assist the CCCDA in maintaining the physical security and safety of the CISD's buildings and facilities, subject to the limitations contained in this Agreement.
- 1.5 The Parties hereby agree that it is their intent, as set forth in this Agreement, to the extent CCCDA creates any record as set forth herein using the Video which its agents and employees have access to while employed by the CCCDA, that such record is and should be considered to be a law enforcement record, as defined in 34 CFR 99.8(b)(1). The CISD and the CCCDA further agree that accessing the Video is an institutional function of the CISD for which the CISD would otherwise use employees and that, as set forth herein, the CCCDA, insofar as its agents or employees may access the Video, is under the direct control of the CISD with respect to the use and maintenance of any such Video.
- 1.6 The Parties further agree that the CCCDA, to the extent that any recordings are made from the Video, shall not disclose said recordings to any third party without the prior consent of the CISD or students depicted in said recordings, or the parents of the student depicted in the Video.

- 1.7 CCCDA, its officers, employees and agents shall use any information obtained from the Video only for the purposes for which the disclosure was made, subject to the provisions of 34 CFR 99.33.
- 1.8 CCCDA acknowledges and agrees that remote access to Video may be revoked by the CISD at any time and for any reason. Revocation shall be effective immediately when communicated by e-mail or other written verification to the Executive Director, or his/her designee, of the CCCDA.
- 1.9 CCCDA acknowledges that its employees and agents may receive or have access to information which may be considered student directory information and education records and other data subject to confidentiality requirements of FERPA, Individuals with Disabilities Education Act ("IDEA"), the Michigan Mandatory Special Education Act ("MMSEA"), and the National School Lunch Act and their underlying regulations. CCCDA acknowledges that, to the extent its employees and agents may receive and have access to such data and records, it shall require that its agents and employees, as a condition of employment, acknowledge and agree to the provisions of the above-referenced Acts and their regulations, and further agree that CCCDA's agents and employees **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 CISD, and its students' parents or guardians, except as permitted by law. CCCDA shall require that each of its employees or agents having access to the Video sign an acknowledgement of the CCCDA Operating Procedure substantially in the form attached hereto as Attachment A.
- 1.10 CCCDA further agrees that no CISD video images, pictures, student information, photos or video images will be maintained, stored or kept on file (electronic, print or any other media or format) or utilized except in compliance with CCCDA and CISD policy.
- 1.11 All use of Video will be limited to surveillance requested by authorized responding public safety agencies having lawful jurisdiction upon the occurrence of an emergency/critical incident.
- 1.12 The CISD reserves the sole right and authority to revise the configuration, method, and security policies and procedures related to CCCDA having access to the Video. In the event that revisions are made by CISD, the CCCDA will, to the extent necessary, within thirty (30) days provide verification to CISD that it has modified its internal Operational Policy and Procedures to comply with any changes.
- 1.13 In the event that an emergency situation or triggering event occurs which is videotaped by CISD (with remote access by CCCDA) and in regard to which the CCCDA may need access to and/or copies of the Video, CISD agrees that, upon written request made by the CCCDA no later than thirty (30) days after the date

of the incident, that CISD 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 other court process by the CCCDA; or (b) CCCDA notifies CISD in writing that the copy of the Video no longer is 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.

SECTION 2

TERM OF AGREEMENT AND TERMINATION DURING TERM

- 2.1 This Agreement shall commence on March 22, 2013 (“Effective Date”) and remain in full force and effect until otherwise terminated pursuant to its terms.
- 2.2 This Agreement may be terminated by either Party at any time with thirty (30) days written notice.
- 2.3 Sections 1.2, 1.5, 1.6, 1.7, 1.9, 1.10, 1.11, 1.13 and 3.1 of this Agreement survive the expiration or termination of this Agreement for any reason.

SECTION 3

CONFIDENTIALITY

- 3.1 CCCDA agrees that it shall observe the policies and directives of the CISD to preserve the confidentiality of any records and information, to the extent that CCCDA (its employees and agents) are permitted to access such records or information protected by the Family Educational Rights and Privacy Act while performing Services under this Agreement.

SECTION 4

MISCELLANEOUS

- 4.1 CCCDA shall not assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the CISD.
- 4.2 This Agreement, and any Attachments attached hereto or incorporated by reference, constitute the entire Agreement between the Parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the Services contemplated.
- 4.3 None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of CCCDA and CISD.

- 4.4 Any notice or other communications required or permitted under this Agreement shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, telex, telecopy, email or other wire transmission addressed to the Party's designated and principal place of business or such other address of which the Parties may have given notice.
- 4.5 Unless otherwise specified herein, notices shall be received: (a) on the date delivered, if delivered personally, by wire transmission, email or confirmed facsimile transmission; or (b) three (3) business days after being signed for, if sent by registered or certified mail.
- 4.6 This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State without giving effect of choice of law principles of such State. The Parties irrevocably consent to the jurisdiction of the Courts of Michigan to determine all issues which may arise under this Agreement.
- 4.7 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.
- 4.8 Neither Party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement where such interruption is due to: war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Agreement; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the Party seeking relief under this Section; or other causes beyond the reasonable control of CCCDA or CISD.
- 4.9 The Section headings of this Agreement are for convenience of the Parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the Parties.
- 4.10 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.
- 4.11 Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

4.12 The following individuals shall be the authorized contacts for this Agreement (unless otherwise authorized in writing):

CCCDA:

Jeff Troyer, Executive Director (jtroyer@calhouncountymi.gov)

Tina Rasey, Systems Administrator (trasey@calhouncountymi.gov)

CISD (facilities):

Tom Bean, Assistant Superintendent for Finance (beant@calhounisd.org)
269-789-2476

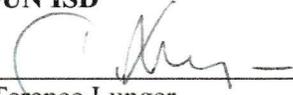
CISD (video system):

Doug Smith, Director of Organizational Technology Services
(smithde@calhounisd.org) 269-317-1001

SECTION 5 AUTHORIZATION

5.1 This Agreement has been duly authorized, executed and delivered by the Parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Agreement on behalf of CCCDA or CISD, as is respectively applicable.

CALHOUN ISD

By: 
Terance Lungert
Its: Superintendent of Schools

Dated: 3/15/13

17111 G Drive North
Marshall, MI 49068
Ph: (269) 781-5141
Fax: (269) 781-7071

CCCDA

By: 
Jeffrey Troyer
Its: Executive Director

Dated: 3/21/2013

315 West Green Street
Marshall, MI 49068
Ph: (269) 781-0911

**CALHOUN COUNTY CONSOLIDATED DISPATCH AUTHORITY
Operational Policy and Procedures**

SOP: 08.06		Page 7 of 2
Title: School Security Camera System		
Effective Date: PENDING	Revision:	
Approval: _____ Jeff Troyer, Executive Director, Calhoun County Consolidated Dispatch		

PURPOSE

The purpose of this policy is to designate acceptable use terms of school video surveillance access for all CCCDA employees in accordance with the various acceptable use agreements CCCDA has entered into with school districts.

CCCD A can be requested to access school video surveillance systems during emergency situations (“triggering events”). Triggering events may include, but are not limited to: any in-progress or just occurred event where life and/or property are in imminent or immediate danger; a reported fire; any time an intrusion alarm is received from a central monitoring station; and necessary testing/drills, as requested in advance.

POLICY

Under emergency situations or triggering event (*i.e.*, authorized testing), CCCDA staff may receive or have access to a school district's live video surveillance system which may depict student images and pictures. The video may convey records and other data subject to confidentiality requirements of the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g, Individuals with Disabilities Education Act (“IDEA”), the Michigan Mandatory Special Education Act (“MMSEA”), and the National School Lunch Act and their underlying regulations. Therefore, if staff receives or have access to such video surveillance, or data and records, the staff member shall not disseminate, convey, or re-disclose video surveillance images, pictures or student data or other records. This includes video or photographic images of students, school district personnel or others who may have been present. This prohibition remains in effect even if a student is not the subject of the video or photograph. CCCDA staff is strictly prohibited from recording or photographing a monitor viewing school surveillance camera systems or attaching any recording device to the live video feed.

CCCD A staff shall only access a school video surveillance system when specifically requested to do so by authorized law enforcement or fire department field personnel responding to an

emergency situation or triggering event. When CCCDA receives such a request the following actions shall be taken:

1. The request shall be documented in the corresponding CAD incident. If a CAD incident has not been created, one shall be initiated. Documentation of the request must include the officer's or fire personnel's unit ID.
2. Dispatch staff shall access the school's video surveillance system in which the triggering event is occurring.
 - a. Dispatch will establish a secure VPN connection to the district utilizing the Cisco VPN client.
 - b. Dispatch will then access the video server (as worked out between the CISD and Dispatch) through the video management system (OnSSI).
3. The surveillance system shall be monitored during the course of the event.
4. At the conclusion of the emergency situation or triggering event, the portal access to the school's video surveillance system shall be disconnected and monitoring the school district's video surveillance system shall cease.