

**AGREEMENT FOR ASSIGNMENT AND USE OF
SCHOOL RESOURCE OFFICERS (SROs)**

THIS AGREEMENT is made and entered this _____ day of _____, 2018, into by and between the **SOUTH LYON COMMUNITY SCHOOLS** (“SCHOOL DISTRICT”), **LYON TOWNSHIP** (“TOWNSHIP”), and the **OAKLAND COUNTY SHERIFF’S OFFICE** (“OCSO”)

WHEREAS, the SCHOOL DISTRICT, the TOWNSHIP, and the OCSO believe in a proactive approach to crime deterrence and innovative education; and

WHEREAS, the SCHOOL DISTRICT, the TOWNSHIP, and the OCSO desire to provide a safer school environment through a School Resource Officer Program;

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the SCHOOL DISTRICT, the TOWNSHIP, and the OCSO hereby agree as follows:

1. **Assignment of Personnel.** The TOWNSHIP, by and through its relationship with the OCSO, shall assign one regularly employed police officer as a School Resource Officer (SRO) to the following school:

Centennial/Millennium Middle Schools, 9 Mile Rd, South Lyon, MI 48178

2. **SRO Responsibilities.** The responsibilities of the assigned SRO will be in accordance with the guidelines and job description attached hereto as **Exhibit A** and **Exhibit B** hereto, which are hereby incorporated as part of this Agreement. The Township Supervisor, the OCSO, and the Superintendent of Schools shall consult and agree as to the specific role, work schedule, and logistics of the officer(s) assigned. The Township Supervisor shall approve the police officer(s) assigned. The ultimate responsibility for and control of the SRO shall remain with the OCSO.
3. **Relationship.** The relationship between the SCHOOL DISTRICT and the TOWNSHIP/OCSO shall be that of independent contracting parties. The TOWNSHIP/OCSO shall determine its own methods and manner for performing the services to be provided under this Agreement within the overall policies and rules established by the SCHOOL DISTRICT, as the same may be amended by the SCHOOL DISTRICT from time to time. The TOWNSHIP/OCSO shall remain solely responsible for determining the means and methods of performing services under this Agreement. The police officer(s) assigned by the TOWNSHIP/OCSO to SCHOOL DISTRICT buildings shall at no time represent himself or herself to be an employee, servant, or agent of the SCHOOL DISTRICT. The police officer(s) shall remain an employee of the OCSO and not that of the SCHOOL DISTRICT at all times relevant hereto.
4. **Term.** The term of this Agreement will be for twelve (12) months from the date the Agreement is fully executed by both parties, with the initial term running from

July 1, 2018 through June 30, 2019.

5. **Termination.** This Agreement may be terminated by any party upon thirty (30) days written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may also be terminated without cause by any party upon ninety (90) days written notice. Termination of this Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, pro-rated compensation will be made to the TOWNSHIP for services performed to the date of termination. The SCHOOL DISTRICT shall be entitled to a pro-rated refund for that period of time when SRO services are not provided because of the termination of this Agreement.
6. **Compensation.** The parties agree to share the cost of salary and fringe benefits for the assigned SRO. The SCHOOL DISTRICT agrees to pay one hundred percent (100%) for the portion of each year school is in session (approx. 40 weeks), as its share of funding for the SRO for each year of this Agreement, provided that the position is staffed for all months that school is in session. The specific costs at the commencement of this Agreement are detailed in **Exhibit C** hereto.

The TOWNSHIP shall bill the SCHOOL in ten (10) periods annually and the SCHOOL DISTRICT shall remit payment thereafter. In the event that the SRO is unable or unwilling to perform the required duties for all or a portion of any given month, and the TOWNSHIP/OCSO is unable or unwilling to provide a replacement officer, the SCHOOL DISTRICT shall only be responsible for a "pro rata" share of the costs listed above for services actually provided.

The TOWNSHIP is responsible for payment of salaries, taxes, benefits, insurance premiums and other expenses related to the employee providing the service and will hold the SCHOOL DISTRICT harmless from such claims. TOWNSHIP officers, employees and personnel providing services under this Agreement shall not be deemed employees of the SCHOOL DISTRICT, nor shall this Agreement give rise to any employment relationship.

7. **Hold Harmless.** The Parties to this Agreement shall hold one another harmless from all claims, demands, payments, and suits by reason of any acts or omissions of the other party, its agents or employees, in their performance of those services herein provided. The SCHOOL DISTRICT shall name the TOWNSHIP as an additional insured on the SCHOOL DISTRICT's general liability policy for the limited purpose of providing liability coverage for claims, damages, and causes of actions arising out of services provided under this Agreement only.
8. **Amendment, Waivers, Construction.** No waiver, alteration, amendment, or modification of any provision of this Agreement shall be binding unless in writing

and signed by the Parties hereto. The fact that one of the Parties to this Agreement may be deemed to have drafted or structured any provision of this Agreement shall not be considered in construing or interpreting any particular provision of this Agreement, either in favor of or against such party.

9. **Non-Assignability.** Except as expressly provided to the contrary by this Agreement, neither this Agreement nor any interest, duty or obligation herein or therein, nor any claim hereunder or there under, shall be assigned, transferred or conveyed to any other party or parties without the prior written consent of the Parties.
10. **Applicable Law, Arbitration.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be settled by arbitration in accordance with the Rules of American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
11. **Entire Agreement.** This Agreement, including any attached exhibits, embodies the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior discussions, agreements, and undertakings between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any party. The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The Parties acknowledge that they have not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained herein or expressly incorporated by reference herein.
12. **Severability of Provisions.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal or enforceable provision had never been contained in it. The remainder of the Agreement shall remain in full force and effect.
13. **Notices.** Written notices under this Agreement shall be given to the Parties at their addresses contained in this Agreement by either personal delivery or by first class or registered mail delivery to the attention of the following persons:

SCHOOL: SOUTH LYON COMMUNITY SCHOOLS
Attn. Melissa Baker, Superintendent
345 S. Warren
South Lyon, MI 48178

TOWNSHIP: LYON TOWNSHIP
Attn. John Dolan,
Township Supervisor
58000 Grand River Ave.
New Hudson, MI 48165

OCSO: OAKLAND COUNTY SHERIFF'S DEPARTMENT
Attn. Lt. Mark Venus
1200 N. Telegraph, Building 38E
Pontiac, MI 48341

14. **Captions.** The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
15. **Terminology.** All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.
16. **No Third-Party Beneficiaries.** This Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication) right of subrogation as to any Party's rights in this Agreement, or any other right kind in favor of any individual or legal entity.
17. **Counterpart Signatures.** This Agreement may be signed in counterpart. The counterparts taken together shall constitute one (1) Agreement.

The parties acknowledge effective execution of this Agreement on the date listed on the first page.

SOUTH LYON COMMUNITY SCHOOLS LYON TOWNSHIP

By: _____
Melissa Baker, Superintendent

By: _____
John Dolan, Township Supervisor

OAKLAND COUNTY SHERIFF'S DEPT.

By: _____
Randy Clark, School Board President

By: _____
Lt. Mark Venus

EXHIBIT A
SOUTH LYON COMMUNITY SCHOOLS
SCHOOL RESOURCE OFFICER PROGRAM – GOVERNANCE OVERVIEW

The School Resource Officer (“SRO”) Program is a crime and delinquency prevention program focused on educating and counseling students. The program is a joint initiative of South Lyon Community Schools (“District”), Lyon Township (“Township”), and the Oakland County Sheriff’s Office (“OCSO”). The primary objectives of this program are:

1. Educating students in the areas of crime prevention, personal safety, substance abuse, anti-bullying, internet crimes against children and cyber safety, and general law education.
2. Helping students with problems through personal or group mentoring.
3. Gathering information about criminal activity or potential problems within the school or community.
4. Providing law enforcement assistance to school personnel, parents, and students.
5. Developing a positive image of law enforcement officers among students and parents.

Selection of School Resource Officer:

All SRO will be selected in a manner outlined in the Agreement for Assignment and Use of School Resource Officers (“Agreement”). As part of that process, District building-level school administrators will be involved in the interview and selection process for the SRO assigned to their school. The following factors will be considered, among others, in the selection process:

- The officer’s desire to work with youth.
- The officer’s prior experience in law enforcement and youth work.
- The officer’s interpersonal and communication skills.
- The officer’s academic background and/or other pertinent training.

School Resource Officer Responsibilities:

1. The School Resource Officer (SRO) shall act as an instructor for specialized short-term programs at all schools, when invited to do so by the principal. The SRO shall develop expertise in presenting various subjects to students, which shall include, but is not limited to, a basic understanding of law, the role of law enforcement, and the law enforcement mission. The SRO will seek permission from the principal prior to enacting any program within the school.
2. The SRO shall be available for student, parent, and faculty member conferences in order to assist with the identification and solving of problems of a law enforcement or crime prevention nature. In such sessions, the SRO has discretion about what action to take if he or she becomes aware of a criminal act.

3. Visibility is critical to the success of the SRO Program. A law enforcement presence during lunch times, bus arrivals/departures, class changes, as well as the time before and after school, are essential in the scope of duties of an SRO. It is important for the officer to work with the administration during these periods.
4. The SRO shall become familiar with all community agencies that offer assistance to youths and their families such as mental health clinics, drug treatment centers, and community-based programs. The SRO shall make referrals to these agencies when appropriate, after consultation with appropriate school staff.
5. The SRO shall not act – under any circumstances – as a school disciplinarian, school administrator, or principal/assistant principal. The SRO will cooperate and participate as necessary in the School Board’s expulsion hearing process, if requested by the Superintendent of Schools or the school’s legal counsel.
6. The SRO shall wear the official police uniform at all times while on duty as an SRO, unless otherwise agreed. Appropriate civilian attire may be worn on occasions agreed upon by the Township, OCSO, and the District.
7. The SRO will follow and conform to all School Board policies and procedures that do not conflict with the established policies and procedures of the Township and/or the OCSO.
8. The SRO will investigate crimes that take place on school property and may participate in the investigation of crimes known to involve students from his/her school.
9. Generally, any questioning, investigation, or searches of students that relates to suspected or alleged violations of the District’s Code of Student Conduct should be conducted by school officials and not the SRO. If, in the event of an imminent threat to the safety of the school community, it becomes necessary for the SRO to conduct interviews or investigations with students in his/her capacity as an officer, the SRO shall adhere to those legal requirements, policies, and procedures established by the State of Michigan, the Township, and the School Board. The SRO shall inform the student’s parent(s) and the principal, or his/her designee, of the investigation/interviews occurring on campus, as soon as practical, if not prohibited by confidentiality provisions of the state law.
10. At the principal’s or his/her designee’s request, the SRO shall take appropriate law enforcement action against intruders, trespassers, and unwanted/unauthorized individuals who may appear at school and/or school-related functions, to the extent that the SRO may do so under the authority of law.
11. The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.
12. The SRO will be given sufficient time at the beginning of the school year to present information to school administrators, faculty, and staff on School Crisis and Emergency plans, if requested to do so.

13. A regularly scheduled meeting will be held for all SROs to coordinate the exchange of information among SROs in various schools.
14. The SRO Program will not be identical in each school. The character of the program in each school will be greatly influenced by the principal and the needs of that school.
15. The SRO will develop a working knowledge of students that may have behavioral/mental health issues and assist school staff and parents in developing non-criminal justice responses to behavioral/mental health issues.
16. The SRO and school administration will promote strategies, including Community Oriented Policing, to increase law enforcement effectiveness on school campuses.
17. The SRO shall be included on a building SIP (Shared Involvement Process) Committee agenda at least annually to discuss issues of school safety.
18. The SRO will engage the school community (i.e. parents, students, teachers, support staff, and administrators) to conduct a thorough assessment of their school crisis plan, school building layout, scheduling practices, use of human resources for monitoring purposes, and the structural design of the school to determine the need for:
 - Surveillance or security technology, such as closed circuit television cameras in hallways, parking lots, entrances, etc.
 - Innovations for maximizing the use of human resources to monitor activity.
 - Identifying improvements and ensuring non-duplication of effort in emergency response procedures.
19. Students shall not be arrested at school, except where a child poses a real and immediate threat to student, teacher, support staff, or public safety; or a judicial warrant specifically directs the arrest of the student in a school; in all other instances the execution of an arrest warrant shall be undertaken at a location other than a school. School principals shall be consulted prior to an arrest of a student where practicable. The student's parent or guardian shall be notified of a child's arrest as soon as practicable.
20. The SRO will maintain a calendar log of his/her activities within the school. The SRO will also maintain records of incidents requiring formal police documentation. Data will be available to administration upon request and, at least annually, will be summarized in a report for the Board of Education, as detailed herein.
21. The SRO shall comply with all applicable laws, regulations, and District policies regarding access to confidential student records/information, provided that the SRO shall, under no circumstances, be required or expected to act in a manner inconsistent with his/her duties as a law enforcement officer. The SRO may have access to confidential student records/information, only to the extent allowable under the Family Educational Rights and Privacy Act (FERPA) and applicable District policies. A SRO shall not automatically have

access to confidential student records/information simply because he/she is conducting a criminal investigation involving a student or for general non-specific purposes.

Facilities and Materials:

The SRO should be considered a resource for the principal's administrative staff. The SRO should work closely with the principal or an administrator appointed by the principal. The School Board shall provide, if possible, each SRO the following facilities and materials necessary for the proper performance of the SRO function:

- A properly lighted, private and secure office with a telephone and locking file cabinet for business purposes.
- A desk, chair, appropriate office supplies, internet access and secretarial assistance, if needed.
- For the safety of school staff, the officer should be issued a portable 2-way radio for communication with other school personnel.

Training:

The District will provide the SRO appropriate training and opportunities to participate in professional development on topics relevant to the school setting and working with students. Such topics may include, but are not limited to: restorative processes, social justice, non-violent crisis intervention (NVCI) protocols, students with disabilities and special needs, positive behavioral intervention supports (PBIS).

Reports:

At least annually, a report will be made to the District's Board of Education, summarizing the educational and support activities conducted by the SRO, as well as providing data about any incidents requiring formal police intervention. The report will also include information about any training provided by the school district for the SRO and any complaints lodged against the SRO.

The SRO will be provided an annual performance review by the District, for which the building principal shall provide input.

Complaints:

A student, parent, teacher, or administrator wishing to submit a complaint, orally or in writing, of an alleged abuse or misconduct by a SRO, can do so by contacting the Assistant Superintendent for Administrative Services. He/she will facilitate filing of the complaint with OCSO, as appropriate. The OCSO has a formal process to investigate complaints filed by citizens. At the close of the investigation, the Superintendent and the citizen who filed the complaint will both be informed of the outcome.

JOB DESCRIPTION
SLCS High School SROs (School Resource Officers)

Locations: Oakland County Sheriff's deputy at South Lyon HS

Oakland County Sheriff's deputy at East HS

Hours: 8 hour shift

Generally 7 am-3 pm, "flex hours" 1 day/week to be present at afterschool activities as arranged with building principal

Calendar: The SRO's work schedule would follow the school calendar as closely as possible.

Duration: See attached agreement

Dress Code: Will carry gun, badge, etc. daily. Will vary between full uniform and more casual attire (but still identifiable as police officer). Further guidelines TBD.

Role in School:

- Not involved in student discipline, but would be available in situations when administration would normally need to call for police officer involvement. (Refer to Governance Document)
- Educational support
 - .../ Health class (drugs) and Government class resource; other topics as requested
 - .../ Career education
 - .../ Presentations to students and/or parents related to anti-bullying, social media issues, substance abuse, sexual harassment, etc.
 - .../ Decision-making skills
- Relationship building and role-modeling
 - .../ Mentoring
 - .../ Interaction with students at arrival/dismissal, passing periods in the halls, lunch
 - .../ Meetings with parents
 - .../ Participation in Restorative Practices meetings
 - .../ May be asked to attend building SIP (Shared Involvement Process) Committee meetings monthly
- Resources for families
 - .../ Work in conjunction with school social workers and counselors to provide support
 - .../ Truancy issues
 - .../ Home/family "well-being" checks
- Safety and security
 - .../ Serve as a member of District Security Administrative Team and participate in monthly meetings
 - .../ Lockdown drills
 - .../ Building crisis team
 - .../ Traffic issues
 - .../ Available onsite for issues when administration would normally need to call for police officer involvement (for support or to file a report)
 - .../ Onsite to observe canine searches and preserve chain of custody if needed
 - .../ Onsite presence at district polling locations on student 1/2 days
- Support for other schools in jurisdiction as necessary

EXHIBIT C
SCHOOL RESOURCE OFFICER PROGRAM - COST OVERVIEW

Contract Period: July 1, 2018 - June 30, 2019

Salary Determination for SRO (Lyon Township)

Officer: Middle School

7/1/18 -
6/30/19

Salary:

One SRO @ 12 months

\$ 69,257

Fringe Benefits:

FICA

\$ 5,298

Retirement

\$ 19,184

Medical/Other Benefits

\$ 20,348

Transportation/Uniform/Liability Insurance

\$ 14,065

Training/Dispatch/CLEMIS

\$ 7,036

Total Cost:

\$ 135,188 *

* Estimated costs

Pursuant to the Agreement of the parties, the SRO's salary, fringe benefits and other costs are to be shared as follows:

Total Cost

\$ 135,188

Weekly Cost

\$ 2,600

Weeks in School Year

40

Weekly Cost for School Year

\$ 103,991

SLCS Cost

\$ 103,991