

MEMORANDUM OF AGREEMENT BETWEEN



City of Buchanan

AND

Buchanan Community Schools 

I. PARTIES

This Memorandum of Agreement (MOA) is entered into by and between the City of Buchanan, through the Buchanan Police Department, and Buchanan Community Schools. For the purposes of this MOA, the Buchanan Police Department is referred to as the "Police Department," while Buchanan Community Schools is referred to as the "School District" and collectively are referred to as the "Parties."

II. PURPOSE

The purpose of this MOA is to establish and define the rights, responsibilities, mission, goals, objectives and obligations of the Parties regarding the Police Department's placement of a School Resource Officer (SRO) in the School District through the support of the Fiscal Year (FY) 2023 School Resource Officer Grant Program (SROGP).

III. AGREEMENT

A. The Parties mutually agree:

1. **The SRO will assist with crisis prevention and school safety but shall not be involved in enforcing school discipline.** The administration of student discipline, including student code of conduct violations and student misbehavior **is the sole responsibility of the School District's employees and/or administrators.**
2. SRO duty hours shall commence at 7:15 a.m. and end at 3:45 p.m. each day while the School District's classes are in session during the school year- ~~U~~ unless otherwise agreed upon due to other events or circumstances.
3. It is understood and agreed that time spent by SROs attending court, student discipline hearings, juvenile proceedings and/or criminal proceedings arising from and/or out of their services as an SRO shall be considered as hours worked under this MOA.
4. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the superintendent/designee of the district to which the SRO is assigned. The Police Department will assign another SRO qualified officer, if available, to substitute for the SRO who is absent beginning with the sixth consecutive day of absence.
5. The cost of the SRO program shall be split funded between both Parties. The Police Department will be responsible for 25% of the total costs of employment of the SRO. The School District will be responsible for 75% of the City's total costs of employment of the SRO. See Exhibit "A" attached for payment breakdown.

B. Police Department Obligations:

1. The SRO shall be an employee of the City through the Police Department and shall be subject to the sole and exclusive administration, supervision, and control of the Police Department. The School District shall not be responsible for wages, overtime, insurance, benefits, insurance, workers' compensation, unemployment compensation, or other reimbursements of the SROs, who shall be considered independent contractors as to the District. The Police Department will invoice the District **for SRO services** on a monthly basis, and undisputed invoices will be paid within thirty (30) days of receipt.
2. The SRO shall be subject to all personnel policies and practices of the Police Department except as such policies or practices may be modified by the terms and conditions of this MOA.
3. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline **the** SRO.
4. A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO positions to the Chief of Police who shall assign such officers. If a School Principal is dissatisfied with a SRO who has been assigned to that principal's school, then that principal may request that the Chief of Police assign a different officer as the SRO for that school. The School District acknowledges that the Police Department is the ultimate decision maker in terms of SRO assignment.

C. The SRO will during the hours set out in III. A. 2., unless otherwise agreed by the parties and subject to additional service fees:

1. Be a visible, active law enforcement figure on campus dealing with law enforcement matters originating on the assigned campus. In all other cases, disciplining students is ~~a~~ **the sole responsibility of the** School District ~~responsibility~~, and the SRO may provide support to school officials by standing by as a peace officer while school discipline is meted out.
2. Be a resource for students that may enable students to be associated with a law enforcement figure and role model in the students' environment.
3. Be a resource for teachers, parents, and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.
4. Make appearances before school councils, parent groups, and other groups associated with the campus and as a speaker on a variety of requested topics, particularly drug and alcohol abuse and social media issues.
5. Document activities of all SROs on and off campus and as a compiler of a monthly report to be provided to the Police Department and to the superintendent. The superintendent will disseminate this report to the appropriate building principal(s).
6. Report all crimes originating on campus to the School District. Information on cases that are worked off-campus by the Police Department or other agencies involving students on a campus served by a SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
7. Share information with the principal about persons and conditions that pertain to campus safety concerns.

8. Be familiar with helpful community agencies, such as mental health clinics, drug treatments, etc., that offer assistance to dependency and delinquency-prone youths and their families. Referrals will be made when necessary.
9. With the principal, develop plans and strategies to prevent and/or minimize dangerous situations that might result in student unrest.
10. Work with School District leadership for development and implementation of emergency plans and other related activities.
11. Coordinate his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.
12. If asked, provide community wide crime prevention presentations that include but are not limited to: drugs and the law – adult and juvenile; alcohol and the law – adult and juvenile; sexual assault prevention; safety programs – adult and juvenile; assistance in other crime prevention programs as assigned.
13. Wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.
14. Wear their department-authorized duty weapons in accordance with department policy.
15. Participate in the School District's threat assessment process.

D. The School District will:

1. Pursuant to Sections 1230 and 1230a of the Revised School Code, the School District ~~must~~ ensure that a criminal history check through the Michigan State Police and the Federal Bureau of Investigation has been conducted for all persons assigned to work in any of the School District's facilities regularly and continuously. MCL 380.1230 and 380.1230a. Accordingly, the Police Department, at its expense, will take all necessary steps to ensure criminal background checks are initiated **for all Department personnel assigned to the School District pursuant to this Agreement**. The Police Department will not assign to the School District any person who has been convicted of any of the following offenses:
 - a. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722;
 - b. Any offense enumerated in Sections 1535a or 1539 of the Revised School Code, MCL 380.1535a, 380.1539b;
 - c. Any felony; provided however, that with prior written approval of the School District's Board of Education and Superintendent, a person who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this MOA at School District facilities may be permitted to perform such services when, in the judgment of the School's Board, that person's presence will not pose a danger to the safety or security of School District students or personnel;
 - d. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230(8) of the Revised School Code, MCL 380.1230;
 - e. Any offense of a substantially similar enactment to those enumerated in paragraphs A-D, above, of the United States or another State; or

- f. Any other offense that would, in the judgment of the School District, create a potential risk to the safety and security of students serviced by the School District.
2. Provide the SRO with access to: (1) an air-conditioned and properly lighted private office containing a telephone line to be used for general business purposes; (2) a desk with drawers, a chair and filing drawers; (3) access to the School District's wireless network; and (4) a School District email address. The Police Department will supply the SRO with the usual and customary office supplies and forms required in performance of their duty, including a laptop with wireless capabilities.

IV. INFORMATION SHARING

1. The School District designates the SRO a "school official" as provided in the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g. ~~As a "school official" per FERPA, the Police Department represents that the SRO (A) is performing an institutional function or service that the School District has outsourced and which would otherwise be performed by School District personnel; (B) has a legitimate educational interest in the FERPA-protected information; (C) is under the direct control of the School District with respect to the use and maintenance of education records; and (D) will comply with the re-disclosure limitations set forth in FERPA.~~ An SRO may be provided access to student records information maintained by the School District only as needed by the SRO to perform their duties as an SRO. An SRO may also be granted access to student records information in the event of an emergency situation threatening the health or safety of a student or other individual.
2. Records that are both created and maintained by an SRO for the purpose of ensuring the safety and security of persons or property in the school and School District, or for the enforcement of local, state, or federal laws or ordinances shall not be considered student education records - even when such records may serve the dual purpose of enforcing school rules - and are not subject to the same prohibitions of access or disclosure by the SRO. Pursuant to FERPA, such records that are both created and maintained by the Police Department for a law enforcement purpose are considered records of a law enforcement unit and not considered student education records. Nevertheless, 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 a disciplinary action or proceeding conducted by the School District. Additionally, any School District-created video surveillance records do not lose their status as student education records even if in possession of the Police Department. See 34 CFR 99.8.

V. SRO TRAINING REQUIREMENTS

The SRO shall receive such training as is necessary to permit the SRO to effectively advance the School District's educational mission in the context of his or her duties as SRO. Training topics, goals, objectives, and attendance shall be determined jointly by representatives of the School District and the Police Department.

VI. SUPERVISION RESPONSIBILITY AND CHAIN OF COMMAND

1. As employees of the Police Department, SROs will be subject to the chain of command of the Police Department.
2. In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school.
3. SROs shall not transport students in Police Department vehicles except: (1) when the students are victims of a crime, under arrest, or some other emergency circumstances.
4. Students shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported.

5. SROs shall not transport students in their personal vehicles.
6. SROs shall promptly notify school personnel upon removing a student from campus.

VII. PROGRAM ASSESSMENT

The SRO activities will be assessed, as needed, or upon request of one or both Parties. The assessment will be conducted jointly between the Police Department and School District. The following areas will be used by the Parties to evaluate the program:

1. Progress towards or accomplishment of goals and objectives outlined in Section III as provided through the SRO's monthly report.
2. School Community Feedback through an agreed upon survey.

VIII. POINT OF CONTACT

The points of contact for the administration of this MOA are indicated below. All notices or other written communications shall be addressed as indicated below or as specified by a subsequent written notice delivered by the party whose address or authorized representative has changed.

Notices or other written communications required by or related to this MOA shall be in writing and shall be delivered in one of the following manners:

1. In person;
2. By certified registered mail, return receipt requested, with all postage or charges prepaid; or
3. By electronic mail from an e-mail account for a point of contact indicated below to an e-mail account for a point of contact indicated below.

For the School District:

Patricia Robinson
Superintendent
401 W Chicago St
Buchanan, MI 49107
probinson@buchananschools.com
269-695-8401

For the Police Department:

Dr. Harvey Burnett
Police Chief
720 E. Front Street, Suite A
Buchanan, MI 49107
hburnett@cityofbuchanan.com
269-695-5120

IX. ENTIRE AGREEMENT

This MOA is the complete and exclusive statement of the agreement between the Parties with respect to the subject matter thereof and supersedes all prior negotiations, representations, proposals, agreements, and other communications between the Parties either oral or written with respect to the subject matter thereof. This MOA shall only be amended by a written document signed by the Parties, by and through their duly authorized representatives.

X. NON-LIABILITY FOR BREACH OR TERMINATION OF MOA

1. Except for disputes concerning payments due or owing under Article II or enforcement of Article XI of this MOA, the School District shall have no claim or action at law against the City for breach or termination of this MOA by the City and the School District expressly waives and releases the City from any claims or actions at law or equity under for any breach of this MOA or claim arising from termination of this MOA arising any time after the date of this MOA, or resulting in any manner from this MOA. Except for disputes concerning payments due or owing under Article II or enforcement of Article XI of this MOA, the School District hereby fully and forever releases and discharges the City and all of its elected officials, appointees, employees and agents from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the performance of services under the MOA.

2. Except for disputes concerning payments due or owing under Article II or enforcement of Article XI of this MOA, the City shall have no claim or action at law against the School District for breach or termination of this MOA by the School District and the City expressly waives and releases the School District from any claims or actions at law or equity under for any breach of this MOA or claim arising from termination of this MOA arising any time after the date of this MOA, or resulting in any manner from this MOA. Except for disputes concerning payments due or owing under Article II or enforcement of Article XI of this MOA, the City hereby fully and forever releases and discharges the School District and all of its elected officials, appointees, employees and agents from any and all claims, demands, damages, rights of action or causes of action, present or future, whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of the performance of services under the MOA.

XI. HOLD HARMLESS AND INSURANCE

The Parties to this MOA 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 provided under this MOA. The School District shall name the City as an additional insured on the School District's general liability policy for the purpose of providing liability coverage for claims, damages, and causes of actions arising out of services provided under this MOA. The School District hereby grants to the City a waiver of any right to subrogation that any insurer of the School District may acquire against the City by virtue of the payment of any loss under any policy or contract for insurance. The School District agrees to obtain any insurance policy or contract endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the School District's insurer(s).

XII. SEVERABILITY OF PROVISIONS

In case any one or more of the provisions contained in this MOA 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 MOA. This MOA shall be construed as if the invalid, illegal or enforceable provision had never been contained in it. The remainder of the MOA shall remain in full force and effect.

XIII. NO-THIRD PARTY BENEFICIARIES

Except as provided in this Agreement, ~~±~~ this MOA 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 MOA, or any other right kind in favor of any individual or legal entity.

XIV. TERM AND TERMINATION

This MOA is effective when signed by the Parties, by and through their duly authorized representatives, and remains in effect from August 11, 2025 through June 30, 2026, unless terminated early as hereinafter set forth. Either party may terminate this MOA for any reason or no reason, with or without cause, by providing at least thirty (30) days advance written notice of termination to the non-terminating party. A written notice of termination by either party shall eliminate the presence of an SRO at Buchanan Community Schools. In such event, the School District will be responsible only for a pro-rated fee for services actually rendered through and until termination.

Equal Drafting. In the event that either party asserts that a provision of the MOA is ambiguous, the MOA shall be construed to have been drafted equally by the Parties.

XV. CERTIFICATION

The individual signing this MOA certifies by their signature that they are authorized to sign this MOA on behalf of the party for whom they are signing and by doing so does hereby bind the party to the terms of this MOA.

XVI. SIGNATORIES

The Parties, by and through their duly authorized representatives, sign their names as evidence of their approval of this MOA.

FOR THE POLICE DEPARTMENT:

Dr. Harvey Burnett
Police Chief

Date

FOR THE DISTRICT:

Patricia Robinson
Superintendent

Date

EXHIBIT A: FEE SCHEDULE

I. Salary Fee Schedule

For the Scope of Service set forth in the Memorandum of Agreement between the City of Buchanan, through the Buchanan Police Department, and Buchanan Community Schools, the City will invoice the School District monthly as established in Section IV, item #5.

	2025-26
School Year Salary*	\$40,226.40
School Year Benefits*	\$30,394.24
Total Cost	\$70,620.64
School District Costs	\$52,965.48
City Costs	\$17,655.16

* Salary and benefit costs may change depending on the assigned officer and/or changes in benefit rates. The salary schedule will align with the city contract.