



Memorandum of Agreement



I. PARTIES

This Memorandum of Agreement (MOA) is entered into by and between the City of Buchanan, a Michigan municipal corporation, whose address is 302 N. Redbud Trail, Buchanan, MI 49107, and Buchanan Community Schools, a Michigan general powers school district whose address is 401 W. Chicago Street, Buchanan, MI 49107. For the purposes of this MOA, the City of Buchanan is referred to as the “City,” 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) 2027 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 on site 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 unless otherwise mutually agreed. Additional hours are subject to additional fees as mutually agreed by the Parties.
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 will be 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 as soon as reasonably practicable. The Police Department will assign another SRO-qualified officer, if available, to substitute for



the SRO who is absent, beginning on the sixth consecutive day of absence. In the event an SRO is not present in the School District in accordance with the terms of this MOA for more than fifteen school days, the School District's total costs shall be prorated and reduced by days over fifteen days that an SRO is absent.

5. The cost of the SRO program shall be split-funded between both Parties. The Police Department will be responsible for 26.5% of the total costs of employment of the SRO. The School District will be responsible for 73.5% of the City's total costs of employment of the SRO as indicated in Exhibit "A".

B. Police Department Obligations:

1. The Police Department shall assign one police officer to the School District to serve as an SRO. The Police Department will ensure that any person appointed as an SRO is fully trained, certified, and licensed for that role. 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 an independent contractor as to the District. The Police Department will invoice the District for SRO services monthly, 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 SRO will abide by School District policies that are applicable to the MOA, including but not limited to, policies pertinent to:
 - a. Non-discrimination;
 - b. Child abuse and neglect reporting;
 - c. Sexual harassment;
 - d. Confidentiality of student records and student record information;
 - e. Administration of medication to pupils;
 - f. Communicable diseases;
 - g. Seclusion and Restraint;
 - h. Search and Seizure;
 - i. Alcohol/controlled substance possession and use; and
 - j. Emergency Procedures.



Before the effective date of this MOA, the School District will provide the Police Department with copies of the above policies.

4. The Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline the SRO.

A joint committee composed of representatives of the Police Department and the School District shall make recommendations for the SRO position to the Chief of Police, who shall assign such officer. If the Superintendent is dissatisfied with an SRO assigned to the School District, the Superintendent may request that the Chief of Police assign a different officer as the SRO for the School District. The School District acknowledges that the Police Department is the ultimate decision-maker regarding SRO assignment.

C. During the hours set out in III. A. 2., including during additional hours as agreed by the Parties, the SRO will:

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 the sole responsibility of the School District, 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 help them connect with a law enforcement figure and role model in their environment.
3. Be a resource for teachers, parents, and students, offering individual conferences to address specific 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 the SRO on and off campus and as a compiler of a monthly report to be provided to the Police Department and to the superintendent.
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 an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).



Memorandum of Agreement



7. Share information with the Superintendent 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 Superintendent, develop plans and strategies to prevent and/or minimize dangerous situations that might result in student unrest.
10. Work with School District leadership on the development and implementation of emergency plans and related activities.
11. Coordinate his/her activities with the Superintendent and the concerned staff members and seek permission, guidance, and advice prior to implementing 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 ensures 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 Police 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 District’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 served 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 as a “school official” as provided in the



- Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. 1232g. An SRO may be provided access to student records information maintained by the School District only as needed 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.
 3. Except as otherwise stated in this MOA or permitted by law, the SRO will not disclose any student information without prior written consent of the student's parent/guardian or eligible student. The SRO may, however, redisclose student information to the same extent that any other school official would be permitted to disclose it pursuant to FERPA and other state and federal laws that apply to local educational agencies. If the SRO rediscloses personally identifiable information, the SRO must notify the building principal of the redisclosure and, in consultation with the building principal, take steps required by state and federal law to document to whom the information was disclosed and the purpose of the redisclosure.

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 Police Department's chain of command.



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



Memorandum of Agreement



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 City:
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, whether 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.

XI. Liability and Indemnity. Neither the School District nor the City will waive its governmental immunity nor any defense available to them or their officers, agents, or employees under the Michigan Governmental Immunity Act, or any other defenses which may be available to each governmental entity, or its officers, agents, and employees. The School District and the City are solely responsible for the acts, errors, or omissions of its respective officers, agents, and employees.

XII. Insurance. The City will maintain, at its own expense during the term of this MOA, the following insurances:

a. Worker's compensation insurance with Michigan statutory limits and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars (\$100,000) each occurrence for any employee;

b. Comprehensive/commercial general liability insurance with a combined single



limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage. Policy includes personal injury coverage;

c. Automobile liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance to comply with provisions of the Michigan No Fault insurance law including residual liability insurance with a minimum combined single limit of Two Million Dollars (\$2,000,000) each occurrence for bodily injury and property damage;

d. Police professional liability coverage with a minimum limit of Five Hundred Thousand Dollars (\$500,000) each occurrence.

The City will name the School District as an additional insured on its general liability insurances and other insurance as is reasonably necessary to insure the District from any liability as a result of any act or omission of the SRO.

XIII. Employment Discrimination. The School District and the City will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, height, weight, marital status, disability, pregnancy, sexual orientation, gender identity, veteran status, or any other characteristic for which discrimination is prohibited by state or federal law. The School District and the City will not discriminate against any student or other recipient of services under this MOA due to race, color, religion, sex, national origin, disability or any other characteristic for which discrimination is prohibited by state or federal law in the delivery of programs and services rendered under this MOA.

XIV. 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 unenforceable provision had never been contained in it. The remainder of the MOA shall remain in full force and effect.

XV. 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



Memorandum of Agreement



subrogation as to any Party's rights in this MOA, or any other right kind in favor of any individual or legal entity.

- XVI. Non-Enforcement of Waiver.** The School District and the City may enforce this MOA in strict accordance with the terms, notwithstanding any conduct or custom on the part of a party in refraining from doing so at any time. All rights and remedies of the respective parties are cumulative and concurrent. The exercise of, or failure to exercise, a right or remedy will not be deemed a waiver or release of any other right or remedy.

XVII. 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, 2026 through June 30, 2027, 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.

XVIII. 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.

XIX. SIGNATORIES

City of Buchanan

Dr. Harvey Burnett, Chief of Police

Date

Buchanan Community Schools

Patricia Robinson, Superintendent

Date

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



Memorandum of Agreement



Katie Berry, Board President

Date

Kelly Laesch, Board Secretary

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 III, item B 1.

	2026-2027
School Year Salary*	\$61,692.80
School Year Benefits*	\$36,634.51
Total Cost:	\$98,327.31
School District Costs (73.5%)	\$56,670.00
City Costs (26.5%)	\$41,666.00

* 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.