

CONTRACT FOR THE PROVISION OF SCHOOL RESOURCE OFFICER SERVICES

This Contract for the provision of School Resource Officer Services (the “Contract”), effective August 26, 2024, is entered into between Gladstone Public Schools (the “District”), a Michigan general powers school district operating under the Revised School Code, MCL § 380.1, *et seq.*, as amended, whose address is 300 S. 10th Street, Gladstone MI. 49837, and the City of Gladstone (the “City”), a Michigan municipal corporation, whose address is 1100 Delta Avenue, Gladstone MI. 49837, by its Public Safety Department (the “GPSD”) (individually, a “Party,” and collectively, the “Parties”).

MISSION

The mission of the partnership between the GPSD and the District, is to facilitate information sharing and collaboration between the police and school leaders on problems, needs, and solutions related to creating and maintaining a safe school environment, as well as, identifying resources designed to assist their efforts.

GOALS

Establish a cooperative working relationship to prevent juvenile delinquency and promote positive student development.

Promote and preserve a safe and secure learning environment on each school campus.

Promote positive attitudes regarding the role of the police and laws in society and inform students of their rights and responsibilities as lawful citizens.

Facilitate assistance and information sharing concerning problems and issues affecting the school community.

Engage in planning and preparation for school-related incidents, including mass casualty and disaster response.

WITNESSETH

WHEREAS, the District operates several buildings and grounds located within the City,
and

WHEREAS, Section 1308 of the Revised School Code requires the establishment of a Statewide School Safety Information Policy (the “Policy”); and

WHEREAS, the Policy has been established and encourages the appointment of a School Resource Officer (“SRO”); and

WHEREAS, the District desires to take a proactive approach to address its responsibilities under the Policy and to address safety concerns and law enforcement in the Districts buildings by having an SRO present on site at District and grounds and at other public school buildings within the City during certain hours as determined to be appropriate; and

WHEREAS, the Districts wish to contract with the City to provide increased police protection services by stationing a GPSD Public Safety Officer who will, among other duties, serve as an SRO at certain District facilities and grounds and other locations identified in Paragraph E of this Contract, and who will also assist District on school safety issues; and

WHEREAS, the City has agreed to provide a GPSD Public Safety Officer for increased police protection pursuant to this Contract, provided that such police protection services do not: (a) impair or interfere with the City's ability to meet its other law enforcement responsibilities, or (b) result in the City's loss of operational efficiency or readiness; and

WHEREAS, municipal corporations may contract with each other for services pursuant to 1951 Public Act 35 (MCL 124.1, *et seq.*).

WHEREAS, the Revised School Code, MCL 380.11a, further authorizes Michigan general powers school districts to enter into agreements with other public bodies as part of performing the functions of the school district.

NOW, THEREFORE, the City and District, agree as follows:

A. ***Contractual Term.*** The initial term of this Contract shall be for one (1) year commencing August 26, 2024 ("Effective Date") to August 26, 2025. This Contract is for a fixed term and will terminate at the end of the contract term without any further action from either the Districts or the City. The Parties may agree to extend or renew this Contract for an additional term of one (1) year; however, each Party shall have the right to propose a new or modified contract for the new contract term. Each renewal or extension of this Contract must occur at least sixty (60) days before the expiration of the current term of this Contract.

This Contract may be terminated at any time upon the mutual consent of each Party. Further, this Contract may be unilaterally revoked and terminated by any Party with sixty (60) days' notice.

B. ***School Resource Officer Selection and Assignment.*** The City shall be the sole and exclusive employer of the SRO for all purposes, including hiring, directing, discharge, unemployment compensation, workers' compensation, retirement, and state and federal taxes. The City will assign one (1) GPSD Public Safety Officer to the District to function as an SRO.

The Gladstone Public Safety Director will select and appoint the SRO after consultation with the District Superintendent. Prior to the selection, the GPSD will provide the District

Superintendent the opportunity to give input on the selection. The Detective Sergeant and/or Sergeant will serve as the SRO's first line supervisor and the main contact for District officials.

The District and the City agree that neither the City nor any SRO, by virtue of this Contract, or otherwise, shall be considered or asserted to be an employee, contractor, subcontractor, partner, joint venturer, representative, or agent of the District, and further agree that during performance pursuant to this Contract and for all purposes under the terms of this Contract, the City and its public safety officer shall be governed by the terms of this Contract and its Attachment.

The District agrees that no agent, representative, or employee of the District, either as a result of or arising out of any act(s) by any person in the performance of any duty under this Contract, shall be considered or asserted to be an employee of the City. The District agrees that they shall be solely and completely liable for any and all agents, representatives, and employees of the District past, present, or future wages, compensation, overtime wages, expense, fringe benefits, pension, or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to the employment status or work performed by any District, representatives or employees, or any alleged violation of any statutory, contractual, or constitutional rights by the District agent, representatives or employees.

C. ***Duties.*** The SRO shall perform the duties specified in the attached job description. (Attachment 1 – Job Description). The SRO shall be scheduled to work at the District for five workdays each week during the school year. The City shall determine the SRO's work location for the remaining time outside the instructional calendar. When possible, the SRO's work schedule shall be determined after consultation with District. The Gladstone Public Safety Department will use reasonable efforts to schedule training outside of school hours.

The District will provide, without charge to the City, a suitable office space at the District. The District will provide network connectivity capable of allowing a Virtual Private Network connection between the school and the GPSD. The District Superintendent will determine the SRO's access to student records.

The City will provide the SRO with the necessary training, uniforms, equipment, supplies, clerical assistance, secretarial assistance, any necessary command and administrative support services, communication systems, and records. The City shall provide the SRO with all transportation necessary to provide the police protection services specified in this Contract. The SRO may, as mutually agreed upon between the District and the City, be assigned to other District locations as determined to be appropriate.

On an annual basis, the SRO will be required to do a presentation at board meetings that may include data concerning services provided and the impact of the SRO on school operations.

D. ***School Resource Officer Replacement.*** If an SRO resigns, or if the District requests the replacement of an SRO, the City will replace the SRO with a similarly qualified individual at no additional charge to the District. The City will consult with the District before selecting a replacement.

In the event the District to which the SRO is assigned feels that the particular SRO is not effectively performing his/her duties and responsibilities, the District shall contact the Gladstone Public Safety Department within a reasonable amount of time to resolve any problems. If the problems are not resolved, the District may request the GPSD assign a new SRO.

E. ***Assignment Location and Duration.*** The SRO will be assigned at the following locations:

- Gladstone High School
- Gladstone Junior High School
- James T. Jones Elementary School
- W.C. Cameron Elementary School
- Gladstone Athletic Facilities

The SRO will be assigned to the District each year coinciding with the instructional calendar appropriate for teaching staff. The hours of work will generally coincide with the hours of work for teaching staff. An SRO shall be on duty during the regularly scheduled school day, including on snow days, if requested by the District, as well as any athletic events, special events, field trips within the City, or extra-curricular events, as requested by the District superintendent or their designee in coordination with the Detective Sergeant and/or Sergeant.

F. ***Consideration.*** The District and the City agree that the term of this Contract will be for one (1) year (August 26, 2024, to August 26, 2025). The District agrees to pay the City **\$60,000.00** (Approximately 50%) toward the SRO's salary and benefits, including but not limited to pension contribution, health care, MSA, and life insurance benefits for the services of an SRO at the District (Attachment 2). The City will be responsible for the remaining costs. The District will make equal installment payments on a quarterly basis and be billed by the City. Payment will be made quarterly (i.e., July 1, October 1, January 1, and April 1). The District agrees to pay the undisputed charges by the invoice due date. If the Parties have a dispute regarding amounts, the Parties agree to meet and discuss the disputed invoice. If the Parties cannot agree on the disputed invoice, the Director of Public Safety and the District Superintendents will discuss and resolve any disputed charge.

The District shall have the right to consult with the City, and more specifically with the Director of Public Safety, for the purpose of reviewing SRO services provided to the District. Such requests shall be accommodated to the extent that they can be reasonably implemented and do not otherwise impair or interfere with the City's ability to meet its law enforcement responsibilities.

G. ***School Resource Officer Training, Certifications, and Licenses.*** Training is an essential element of providing quality police services. The City shall be responsible for organizing and providing training to the SRO. SRO training expenses specifically related to the role of the SRO shall be paid exclusively by the City. However, if the District requests that the SRO attend specific school-related training and his/her attendance is approved by the Director of Public Safety, then the District shall pay all expenses related to the training, including all travel costs. Except as set forth herein, the City shall procure and pay all employee-related costs, licenses, training, certifications, and other items necessary to provide SRO services.

H. ***Substitute School Resource Officers.*** The Parties recognize that the SRO normally assigned by the City to provide the District with services under this Contract may have other City-related job functions unrelated to the District, during which time the normally-assigned SRO may be unable to provide services to the District. During such times, the City may assign another police officer to provide SRO services to the District under this Contract. In the event that the normally assigned SRO is unable to provide services as set forth above for a time interval greater than two weeks, and the City does not provide a substitute SRO, the District shall receive a *per diem* credit (or a prorated portion of a *per diem* credit, as the case may be), which shall be applied to the next scheduled billing.

I. ***Overtime.*** If overtime is necessary, the District should advise the Director of Public Safety, and it will be scheduled subject to availability and the needs of the City.

J. ***Criminal Background Check.***

1. The City will not furnish any personnel to the District who would be ineligible for employment by the District if such person(s) were instead employed directly by the District. The SRO will be required to receive clearance from a background check before working in any of the District facilities.

2. Pursuant to the requirements of Sections 1230 and 1230a-h of the Revised School Code, the City shall cooperate fully with the District, who shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons assigned by the City under this Contract to work in any District facility or at program site where the District delivers educational programs and services. The City shall ensure that all SROs under this Contract take all necessary steps, including traveling to the District, filling out all necessary paperwork, paying all necessary fees (for the background checks, fingerprinting, and ICHAT checks) to comply with Sections 1230 and 1230a-h of the Revised School Code and any record-keeping requirements of the Michigan State Police. Each individual assigned under this Contract shall furnish the District with a copy of the front page of his or her initial City job application. The District shall make available to each such individual a computer and printer whereby they can print the first

page of the City job application. The District will maintain these applications solely to comply with record-keeping requirements related to criminal history background checks. The District retention of a copy of the City job application shall not infer an employment relationship. Prior to assigning any individual under this Contract, the City will ensure that the individual has completed all applicable necessary requirements contained within Sections 1230 and 1230a-h of the Revised School Code. The District will receive a City Affidavit for Assignment for the SRO. A signed and returned City Affidavit for Assignment by the District will be considered the District acceptance or rejection of the individual's criminal records check.

3. If an SRO is charged with a crime listed in Section 1535(a)(1) or Section 1539b(1) of the Revised School Code, then the SRO must report the crime to the District using the form required by law, within three (3) business days after being arraigned for the crime. MCL 380.1230d(1)(a)-(c).

K. ***Criminal Offenses Prohibited.*** The City agrees that it shall not assign any of its employees, agents, or other individuals to perform any services under this Contract where such individuals would regularly and continuously work in the District facilities or program site if such person has been convicted of any of the following offenses:

1. Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
2. Any offense enumerated in Sections 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b; or
3. Any felony. Provided, that with prior written approval of the District Superintendents and of their Boards of Education an individual 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 Contract at a District facility or program site may be permitted to perform such services when, in the judgment of the Superintendents and the Boards of Education, that individual's presence will not pose a danger to the safety or security of the District students or employees; or
4. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Revised School Code; or
5. Any offense of a substantially similar enactment (to those enumerated in 1-4, above) of the United States or another State; or
6. Any other offense that would, in the judgment of the District, create a potential risk to the safety and security of students serviced by the District or employees

of the District.

L. ***Compliance with School Policies.*** The City agrees that the SRO(s) it assigns to the District under this Contract will abide by District policies which are applicable to the performance of services under this Contract, including but not limited to policies pertinent to:

- The Family Educational Rights and Privacy Act (“FERPA”);
- Non-discrimination;
- Sexual harassment;
- Confidentiality of student records and student record information;
- Administration of medication to pupils;
- Communicable diseases;
- Alcohol/controlled substance possession and use;
- Copyright; and
- Emergency Procedures (fire drills, evacuations).

At the inception of this Contract, a copy of the above policies will be provided to the City by the District. The City and the District will cooperate in orienting the City’s employees to the above policies.

M. ***Family Educational Rights and Privacy Act.*** The SRO for the District shall be deemed the District’s “Law Enforcement Unit,” as defined by the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g and its regulations, including but not limited to 34 CFR § 99.8(a). The SRO shall be considered a school official with legitimate educational interests in the review of student education records in the course of their duties and shall be granted all attendant rights and obligations, as permitted by law. Information obtained by the SRO in performing their duties shall not be redisclosed to others, including the City or GPSD, unless proper consent is given or such redisclosure is permitted by law.

N. ***Insurance.*** The City will maintain, at its own expense during the term of this Contract, the following insurances:

1. Workers’ 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;
2. Comprehensive/commercial general liability insurance with a combined single limit of Two Million Dollars (\$2,000,000) for each occurrence for bodily injury and property damage. Policy includes personal injury coverage;
3. Automobile liability insurance covering all owned and hired with personal protection insurance and property 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;

4. Police professional liability coverage with a minimum limit of Two Million Dollars (\$2,000,000) each occurrence;

5. The City shall provide the District copies of all insurance coverages listed above before SRO services begin.

Upon execution of this Contract, the District shall provide to the City a certificate of insurance for any and all of the same coverages listed above in paragraphs 1-4. The insurance coverage of the District shall remain in full force and effect during the term of this Contract.

O. ***Liability and Indemnity.*** In signing this Contract, neither the City nor the District shall waive its governmental immunity nor any defense available to them or their elected officials, officers, agents, or employees under the Michigan Governmental Immunity Act, MCL 691.1401, *et seq.*, or any other defenses which may be available to each governmental entity, or its elected officials, officers, agents, and employees. Each Party shall remain solely responsible for the acts, errors, or omissions of its respective elected officials, officers, agents, and employees.

P. ***Employment Discrimination.*** The Parties shall 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, or veteran status. The Parties further agree not to discriminate against any student or other recipient of services under this Contract due to race, color, religion, sex, national origin, or disability in the delivery of programs and services rendered. Breach of obligations recited in this section shall be regarded as a material breach of this Contract.

Q. ***Conflicts of Interest.*** The Parties shall comply with applicable State law concerning actual or potential financial conflicts of interests between the District, the City, its staff, and/or any third party.

R. ***Notices.*** The Parties shall send, by first class mail, postage prepaid, all correspondence and written notices required or permitted by this contract to each signatory of this contract or any signatory successor in office to the following addresses:

1. If to District: Dr. Jay Kulbertis, Superintendent
Gladstone Public Schools
300 S. 10th Street
Gladstone, MI 49837

3. If to City: Ronald L. Robinson, Director
Gladstone Public Safety Department
144 4th Avenue NE
Gladstone, MI 49837

With a copy to: Eric Buckman, City Manager
City of Gladstone
1100 Delta Avenue
Gladstone, Michigan 49837

Except as otherwise provided herein, all correspondence or written notices shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage, with the U.S. Postal Service.

S. ***Dispute Resolution.*** Disputes arising from or relating to this Contract must be presented to the District Superintendent and the Director of Public Safety, in writing, for discussion and informal resolution. Such disputes must identify the provision(s) in dispute, the full relief requested, and all of the facts and circumstances supporting the requested relief, including the names of all witnesses and relevant documents.

Disputes that are not resolved to a Party's satisfaction through an informal resolution process may be submitted to final and binding arbitration before a single arbitrator.

The demand for arbitration shall be made within thirty (30) days after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the time frame for filing under the applicable statute of limitations.

This agreement to arbitrate shall be specifically enforceable. A Party may apply to a court with jurisdiction for interim or conservatory relief, including without limitation, a proceeding to compel arbitration:

1. The arbitration shall be conducted by one arbitrator. If the Parties cannot agree upon the selection of an arbitrator within twenty (20) days of commencement of an arbitration proceeding by service of a demand for arbitration, the arbitrator shall be selected by the American Arbitration Association of Michigan;
2. The arbitration shall be conducted in Delta County, Michigan;
3. The laws of Michigan shall be applied in any arbitration proceedings without regard to principles of conflict of laws; and
4. It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within one hundred and eighty (180) days from the date the arbitrator is appointed. The

arbitrator may extend this time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

5. The Parties shall exchange a copy of all exhibits for the arbitration hearing and shall identify each witness who will testify at the arbitration, with a summary of the anticipated testimony of such witness ten (10) days before the arbitration hearing.

If there is an arbitration award, the arbitrator shall have the discretion to award reasonable attorney fees and expenses to the prevailing Party. Any settlement Agreement and/or arbitration award shall be binding on the Parties and enforceable in any court of competent jurisdiction.

Nothing set forth herein shall prevent either Party from seeking injunctive relief, should the situation warrant it under MCR 3.310.

T. **Construction of Contract.** This Contract shall be deemed to have been jointly drafted by all Parties, and any asserted ambiguity herein shall not be construed against either Party on account of it having drafted any part of this Contract.

U. **Governing Law.** Michigan law governs all adversarial proceedings brought by one Party against the other Party arising out of this Contract. The Parties agree to the exclusive jurisdiction and venue of the courts sitting in Delta County, Michigan.

V. **Severability.** If any provision of this Contract shall be held invalid by any other applicable statute or regulation or by a decision of a court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract that can be given effect without the invalid provision and, to this end, the provisions hereof are severable.

W. **Non-Enforcement of Waiver.** Each Party hereto shall have the right at all times to enforce the provisions of this Contract in strict accordance with the terms hereof, notwithstanding any conduct or custom on the part of such Party in refraining from doing so at any time or times. The failure of any Party hereto at any time or times to enforce its right under such provisions, strictly in accordance with the same, shall not be construed as having created a custom in any way or manner, contrary to specific provisions of this Contract or as having in any way or manner modified or waived the same. All rights and remedies of the respective Parties hereto are cumulative and concurrent, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

X. **Warranties.** Each Party represents and warrants as follows:

This Contract constitutes a valid, binding, and legal obligation of that Party, enforceable in accordance with its terms.

Each Party has the absolute right, power and authority to execute and deliver this Contract and to perform its obligation, and such action has been duly authorized, and, if applicable, this Contract and all expenditures have been approved, and authorized by all applicable boards or governing bodies as required by law.

Y. **Force Majeure.** No Party shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care. Causes beyond a Parties' control may include, but are not limited to, any act of God or the public enemy; compliance with any order, decree, law or request of any governmental authority; act of declared or undeclared war; public disorder or rebellion; civil unrest; fire; riot; strike; infectious disease outbreak; labor difficulty; declaration of national or state emergency; or any other cause not within control of such Party whether or not similar to any of the causes specifically enumerated herein.

Z. **Authorization.** This Contract has been duly authorized, executed, and delivered by the Parties hereto and constitutes a legal, valid, and binding obligation upon each of them, enforceable in accordance with its terms.

AA. **Third Party Rights.** This Contract shall not confer any rights or remedies upon any third party other than the Parties to this Contract, and their respective successors and assigns.

BB. **Captions.** Captions are provided for the purpose of convenience only and shall not affect the interpretation of this Contract's terms.

CC. **Changes in Existing Law.** After the Effective date of this Contract, if there is a change in applicable law which alters or amends the responsibilities and obligations of either the District or the City, this Contract shall be altered or amended to reflect the change in the existing law as of the Effective Date of such change. To the extent possible, the responsibilities and obligations of the District or the City shall conform to and be carried out in accordance with the change in applicable law.

DD. **Entire Contract.** This document represents the Parties' entire Contract, and supersedes all prior negotiations, representations, or Contracts, either written or oral. Modification of this Contract shall be made only by a writing signed by all Parties.

Each person placing his/her signature on the following page represents and warrants that he/she is the signatory duly authorized to execute this Contract on behalf of the District or the City.

[SIGNATURES ON FOLLOWING PAGE]

**City of Gladstone,
A Michigan Municipal Corporation**

**Gladstone Public Schools,
A Michigan general powers school district**

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____, 2024

Date: _____, 2024

ATTACHMENT 1

JOB DESCRIPTION

School Officials

The following will document the “School Resource Job Description” assigned to the School Resource Officer (“SRO”) for the Gladstone Public Safety Department and the Gladstone Area Public Schools. This will assist with the types of incidents and/or reasons that the SRO is called to a particular school.

School Resource Officer Job Description

1. The SRO will provide law enforcement and police services to the school, school grounds and areas adjacent to the school, investigate allegations of criminal incidents per police department policies and procedures, enforce state and local laws and ordinances, and make appropriate referrals to juvenile authorities or other governmental agencies.
2. The SRO will work to prevent juvenile delinquency through close contact and positive relationships with students. In addition, the SRO shall conduct security inspections to deter criminal or delinquent activities.
3. The SRO will establish and maintain a close partnership with school administrators in order to provide for a safe school environment. The SRO will assist school officials with their efforts to enforce Board of Education policies and procedures, to ensure school administrator safety by being present during school searches, which may involve weapons or controlled dangerous substances, or in such cases that the student’s emotional state may present a risk to the administrator, and to assist school administrators in emergency crisis planning and building security matters.
4. The SRO will be visible within the school community, attend and participate in school functions as he/she is available and scheduled, and build working relationships with the school’s staff, students and parent groups.
5. The SRO will be available to support teachers by presenting law-related topics to students.
6. The SRO will participate in relevant teacher in-service on a regular basis and may be called upon to develop presentations on topics related to school security, safety, and awareness.
7. The SRO will work with guidance counselors and other student support staff to assist students and to provide services to students involved in situations where referrals to service agencies are necessary and assist in conflict resolution efforts.
8. The SRO will initiate interaction with students in the classroom and general areas of the school building. The SRO will promote the profession of a police officer by being a positive role model and increase the visibility and accessibility of police to the school community.

9. The SRO will be familiar with agencies and resources that offer assistance to youth and their families and make referrals to agencies when necessary.
10. Whenever practical, the SRO should notify the principal or their designees before removing a student from school. The SRO should notify the school principal as soon as practicable when an arrest has been made that may compromise the safety or security of the school or the well-being of the students.
11. The SRO will perform other duties as assigned by appropriate supervisory personnel.

ATTACHMENT 2

SRO	
Full Time Wages	\$78,999.50
Health Care	\$21,317.54
Life Insurance	\$178.20
Workers comp	\$2,448.98
Unemployment	\$5.70
Def. Comp	\$8,689.95
MSA	\$2,600.00
Retention - Contract	\$0.00
Medicare	\$1,145.50
FICA	\$4,897.97
Total	\$120,283.34
School portion	\$60,141.67
Roundup	\$60,150.00