

**CITY OF MADISON HEIGHTS AND LAMPHERE SCHOOL DISTRICT SHARED
SERVICE AGREEMENT/MEMORANDUM OF UNDERSTANDING (MOU)
FOR SCHOOL POLICE RESOURCE OFFICER**

This Agreement, made effective on the date indicated below, is entered into by and between the City of Madison Heights, a Michigan Municipal Corporation, whose principal offices are located at 300 W. Thirteen Mile Road, Madison Heights, Michigan 48071 (hereinafter referred to as "**City**") and the Lamphere School District, whose principal offices are located at 31201 Dorchester, Madison Heights, Michigan 48071 (hereinafter referred to as "**School District**").

WHEREAS, the School District is in need of the services and support of a Police/School Resource Officer ("**SRO**") to investigate criminal activity, civil infractions, and traffic violations upon school property and/or by students at the School District, and

WHEREAS, the Madison Heights Police Department ("**MHPD**") is desirous of providing police protection for the School District by providing the services of one (1) SRO, and

WHEREAS, the sharing of services and costs of a police officer to serve as SRO is in the best interest of the public.

NOW, THEREFORE, the parties hereto agree as follows:

1. **OBLIGATIONS OF THE CITY OF MADISON HEIGHTS.**

The City of Madison Heights shall provide the services of one (1) Madison Heights Police Officer to be known as the Police/School Resource Officer ("SRO") from August to June of each year during the times that the school district schools are in regular session. The City shall select the SRO. The City may assign, in its sole discretion, another Madison Heights Police Officer to serve as an SRO due to operational issues. The City shall provide advanced written notice of such replacement or reassignment and the reason for such replacement or reassignment. If the School District determines the SRO is unsuitable to serve as SRO, it may request, in writing, that the City choose another SRO, and the City shall comply with that request. The School District must provide written documentation regarding the reason(s) for the request. The SRO will be employed by MHPD to provide security on a routine basis to the School District. This shall be in accordance with this Agreement and all appropriate and applicable state laws, federal laws, local ordinances, and court orders. The number of SRO(s) may be increased upon a written mutual agreement of the parties.

A. It is the responsibility of the MHPD to ensure that the SRO performs all duties as provided for herein. The City is the sole employer of the SRO and shall have sole control over supervision and direction of the SRO. The School District shall immediately notify the City in writing of any/all performance concerns in order for the City to address any hiring, assignment, and/or disciplinary decisions.

B. The SRO shall perform the following duties associated with the position: investigation of incidents on and off campus that may impact campus security, staff, student, or visitors; long-term problem solving for criminal and safety concerns; early intervention for prevention of safety emergencies; and cooperation with School District personnel to implement safety protocols and strategies.

1. The SRO shall provide these services within the corporate limits of Madison Heights on a regular full-time basis during the standard school

week, Monday through Friday, excluding holidays and other designated days school is not in session, up to a maximum of 40 regular hours per week, excluding special events (i.e., school board meetings, athletic events, marching band events, dances, etc.).

2. During after-School Activities, the SRO is an employee of the City. The City retains the right and authority to manage and direct the services provided by the SRO.
- C. The City shall confirm that the SRO meets all requirements under Michigan and federal law necessary for the SRO to serve as SRO, including but not limited to successful completion of background checks under MCL 380.1230 et. seq. The City is responsible for costs related to all training requirements and background checks.
- D. The City shall determine the "Total SRO Costs/Wages/Benefits," which is defined as the sum of the costs incurred by the City for payment of the SRO's regular costs/wages/benefits for all regular hours, approved school-related overtime and overtime related benefits, vacation, holiday, and personal days, all payroll expenses including, but not limited to, payroll-based taxes, workers compensation, FICA, pension, medical benefits, prescription benefits, dental benefits, vision benefits, life insurance, sickness and accident benefits, post-retirement health, unemployment expenses, and uniform costs, calculated at the rates then applicable at the time the services were performed.

2. **OBLIGATIONS OF THE LAMPHERE SCHOOL DISTRICT.**

The School District shall pay to the City an amount equal to 15% of the Total SRO Costs/Wages/Benefits on a quarterly basis (i.e., 60% total each year). The School District is not an employer of the SRO and will not supervise, direct, or otherwise engage with the SRO in the context of the traditional employer-employee relationship. However, the School District will work with the SRO and the City to ensure the SRO has space on school grounds to perform the SRO's functions under this Agreement.

3. **FEES.** The City shall quarterly invoice the School District on or before October 15, January 15, April 15, and July 15 of each school year. The School District shall pay invoices within 15 days of receipt, except that disputed amounts are not due until 14 days after the dispute is resolved. The City's failure to submit invoices does not waive the School District's obligation to pay. The City shall provide the School District with a projected annual Total SRO Costs/Wages/Benefits amount by July 15th of each year. The City shall revise and promptly communicate to the School District if the City has reason to believe the costs to the School District for that school year will increase by 10% or more.
4. **CONFIDENTIALITY.** All information that is identified as confidential or proprietary and is received by either party in connection with the services provided under this Agreement shall be kept confidential to the extent permitted by law.

If an SRO receives personally identifiable information from education records while acting as a "school official" under (or as otherwise permitted by) the Family Educational Rights and Privacy Act, the SRO shall not disclose that information to the City or any party other than the School District, unless such disclosure is permitted under FERPA or any other applicable law.

5. **TERM OF AGREEMENT.** It is mutually agreed that the term of this Agreement shall be for an initial period of three (3) years, commencing with the effective date of this Agreement. This Agreement may be renewed annually thereafter by a new mutual written agreement executed by the parties on or before May 31st of each subsequent year. During the initial term or during any annual renewal each party reserves the right to terminate this Agreement upon thirty (30) days' written notice to the other party, with or without cause, for any reason, or for no reason whatsoever. The School District shall be responsible for the payment of services rendered under this Agreement through the effective date of termination.
6. **NOTICE.** Any notice under this Agreement shall be in writing and sent to the other party as follows: Madison Heights Police Department, ATTN: Police Chief, 280 W. 13 Mile Rd. Madison Heights, MI 48071, with a copy forwarded to the City Manager, 300 W. 13 Mile Rd. Madison Heights, MI 48071. Lamphere Public Schools, ATTN: Superintendent, 31201 Dorchester, Madison Heights, MI 48071, with a copy to the Lamphere School Board President at the same address.
7. **APPLICABLE LAW.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed in accordance with the laws of the State of Michigan.
8. **SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from the Agreement. The remainder of this Agreement shall remain in full force.
9. **ENTIRE AGREEMENT.** This Agreement sets forth the entire Agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and undertakings of every kind and nature between them with respect to the subject matter hereof, and no party hereto shall be bound by any condition, definition, warranty or representation other than as expressly provided for in this Agreement. This Agreement shall only be modified by mutual agreement of the parties in a signed writing.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement is executed by the Parties on this

_____ day of _____ 2023.

WITNESSES:

CITY OF MADISON HEIGHTS

Roslyn Grafstein, Mayor

Cheryl Rottmann, City Clerk

WITNESSES:

LAMPHERE SCHOOL DISTRICT

Dale Steen, Superintendent
Lamphere School District

Allison Minowa, President
Lamphere School District Board