

**CITY OF NOVI POLICE DEPARTMENT
2023 - 2024 SCHOOL OFFICER LIAISON AGREEMENT WITH
THE NOVI COMMUNITY SCHOOLS DISTRICT**

This Agreement is made and entered into between the City of Novi, whose address is 45175 Ten Mile Road, Novi, Michigan 48375, and the Novi Community School District, ("District") located at 2345 Taft Road, Novi, Michigan 48374. The City and District may be referred to individually as a ("Party") and collectively as the ("Parties")

INTRODUCTION

Whereas, the Police Department is authorized to provide law enforcement Services within the City; and

Whereas, the District desires to contract with the Police Department for School Liaison Services; and

Whereas, the Police Department is agreeable to providing School Liaison Services within the District under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of these premises and the mutual promises, representations, and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions**. The following words, when printed with the first letter capitalized, shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

1.1 **"Police Department"** means the City and the Police Chief jointly.

1.2 **"Claims"** means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and/or expenses of any kind which are imposed upon, incurred by, or asserted against a Party.

1.3 **"City Agent"** means any and all City officials elected or appointed to a City office, and any and all City employees, managers, departments, divisions, volunteers, representatives, and agents. City Agent also includes any person who was a City Agent anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected and in that capacity.

1.4 **"District Agent"** means any and all District officials elected or appointed to a District office, and any and all District employees, managers, departments, divisions, volunteers, representatives, and agents. District Agent also includes any person who was a District Agent anytime during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.5 **"District Liaison"** means the individual as designated in writing by the District Liaison to act in this capacity for all purposes under this Agreement.

1.6 **"Police Department"** means the City and the Police Chief jointly.

1.7 **"Police Department Liaison"** means the Police Officer who is designated by the Police Chief to maintain all lines of communication with the District Liaison.

1.8 **"School Liaison Services"** means the daily interaction with faculty, staff and students in a non-threatening school environment. The Police Officer assigned in this role not only enforces laws, but also establishes a positive relationship with students to take a proactive approach to preventing juvenile delinquency and inappropriate behaviors. School Liaison Services shall not include any activity not authorized by law.

1.9 **"Police Officer"** means any person of any rank, classification, or title who, pursuant to state law, is a sworn officer of the Police Department.

2. **School Liaison Services.** The Police Chief will assign a two (2) Police Officers to provide Law School Liaison Services within District's school buildings. The City will not be required to provide the District with a substitute Police Officer to provide School Liaison Services to District whenever a contracted Police Officer is absent from the District during any 80 hour biweekly period for any reason. The Police Department will request feedback from District prior to the Police Department's evaluation of the Police Officers assigned as School Liaison Officers to the District.

3. **No Warranty, Promise, or Guarantee.** The Police Chief will make every reasonable effort to provide School Liaison Services to District, following generally accepted standards for School Liaison Services, with the levels of staff provided for in Section 2 above. However, this Agreement shall not be interpreted to include any warranty, promise, or guarantee, either express or implied, direct or indirect, or of any kind whatsoever in favor of the District or any other person that the Police Department's provision of School Liaison Services under this Agreement will result in any specific reduction or prevention of criminal activity within the District or any other performance-based outcome.

4. **Sole Purpose of Agreement.** The sole and exclusive purpose of this Agreement is for the Police Department to provide School Liaison Services in and for the District with the levels of staff provided for in Section 2 of the Agreement. Except as otherwise expressly provided for in this Agreement, this Agreement does not create any specific, direct or indirect obligation, duty, promise, benefit, or special right to the Police Department's School Liaison Services in favor of or to the benefit of any particular person beyond that of the Police Department's or any Police Officer's law enforcement duty, as established under existing law, to the general public.

5. **Aid to City Law Enforcement or Mutual Aid.** Except as otherwise expressly provided for in this Agreement, the Police Officer's contracted for and assigned to provide School Liaison Services under this Agreement will work, during those hours that the District is being charged, only on District-related School Liaison Services. However, any of these Police Officers may be absent from the District, at the District's expense, to provide assistance in a law enforcement emergency within the City or in the case of Mutual Aid. "Mutual Aid" means when a Police Officer is temporarily called to the aid of another community due to an emergency or other exceptional circumstance, or because a Police Officer possesses a special skill or qualification temporarily needed in another community.

6. **Police Officer's Hours.** The Police Officers assigned to provide School Liaison Services under this Agreement will each provide 80 hours of School Liaison Services for the District during a

biweekly period, while the School District schools are open for instruction, except as otherwise provided for additional services described below.

6.1 **Times Spent Outside District Included in Hours Charged.** The following time periods spent outside the District's school will be included in and counted toward the 80 hours of School Liaison Services for the biweekly period that it occurred.

6.1.1 Attendance (not to exceed an average of 80 hours per Police Officer per calendar year) at any Police Department authorized or required training session, function, or meeting;
Attendance at any Police Department authorized or required training session, function, or meeting;

6.1.2 Provision of aid to City law enforcement or Mutual Aid;

6.1.3 Appearance in any court or at any meeting with any other law enforcement agency in connection with any prosecution or court appearance related to the School Liaison Services provided under this Agreement;

6.1.4 Performance of any District-related School Liaison Services that takes any Police Officer outside the District's corporate limits; and

6.1.5 Any approved period of annual leave, sick leave, holiday leave, personal leave, workers compensation, or any other approved, paid leave (except any paid disciplinary leave and/or long-term disability leave extending beyond a period of five (5) working days) granted to any Police Officer in accordance with applicable Police Department policies, procedures, and/or employment contracts.

7. Shift Assignments. The Police Chief will assign the Police Officers contracted for under this Agreement so as to provide the broadest possible coverage of School Liaison Services to the District.

8. Police Department Records. All Police Department policies, procedures, employment contracts, etc. that may be applicable to this Agreement will be made available by the Police Chief for inspection by the District Liaison at the Police Department, by appointment, during normal business hours.

9. No Assignment/Delegation/Subcontract. The District shall not assign, delegate, subcontract, or otherwise, transfer, promise, commit, or lend any of the Police Department's or Police Officer's services, duties, or obligations under this Agreement to any other public or private person, corporation, entity, or organization of any kind.

10. Additional School Liaison Services. If the District perceives the need for any additional School Liaison Services beyond those contracted for in Exhibit A, the District will address such concerns for additional School Liaison Services to the Police Chief by completing and submitting to the Police Chief a REQUEST FOR ADDITIONAL SCHOOL LIAISON SERVICES form included in this Agreement as Exhibit B. These additional services will be charged to District at the City's current overtime rate for the Police Officer(s). Overtime charged will be invoiced to the District and will be in addition to any amounts otherwise due and owing under the terms of this Agreement.

11. District's Payment Obligations. The District will pay the Police Department for all School Liaison Services provided pursuant to this Agreement based on the estimated budget provided in the attached and incorporated Exhibit A. The District further agrees to reimburse the City for any and all additional hours of overtime incurred by the Police Department in providing School Liaison Services to the District under the terms of this Agreement.

11.1 Yearly Rates Set by City Council. The District understands that the yearly rates for Police Officers are determined and set by a collective bargaining agreement approved by the Novi City Council. The District will pay the Police Department at the yearly rates set by the collective bargaining agreement for all School Liaison Services performed during the year.

11.2 Invoice. For every three (3) month period (corresponding to established Police Department payroll periods) during which any Police Officer provides any School Liaison Services to the District under the terms of this Agreement, the Police Department will prepare and send to the District an invoice that sets forth the amount due for each Police Officer's hours of School Liaison Services provided during that period, plus any charges for any additional hours of work, overtime, and holiday pay, as provided herein, during that billing period. All overtime charges and additional/supplemental School Liaison Services will be itemized and designated for the reason incurred. The District agrees to pay to the City the full amount due on any such invoice within 30 days of the invoice date.

12. Failure to Pay. If the District, for any reason, fails to pay the City any monies due under this Agreement, the City shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to the City under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid. The City may pursue or exercise any and all other legal rights and remedies against the District to secure the reimbursement of any overdue amounts.

13. Independent Contractor Status. Neither the Police Department nor any Police Officer, by virtue of this Agreement or otherwise, shall be considered or claimed to be an employee of the District. At all times and for all purposes under the terms of this Agreement, the Police Department's legal status and relationship to the District shall be that of an independent contractor. The District also agrees that in any writing or any other communication prepared by, for, or at the direction of the District, the District shall not state, suggest, or imply that any employment status or employment relationship exists between any Police Officer and the District.

14. Police Department is Sole and Exclusive Employer of Police Officer School Liaisons. The District and the Police Department agree and warrant that, at all times and for all purposes relevant to this Agreement, the Police Department shall remain the sole and exclusive employer of all Police Officers assigned by the Police Chief as School Liaison Officers.

15. Terms and Conditions of Employment for Police Officers. This Agreement does not create, change, modify, supplement, supersede, or otherwise affect or control, the terms or conditions of employment of any Police Officer with the Police Department, any applicable Police Department employment or union contract, and any Police Department rules, regulations, hours of work, shift assignments, orders, policies, procedures, directives, ethical guidelines, etc., which shall, solely and exclusively, govern and control the employment relationship between the Police Department and any Police Officer and the conduct and actions of any Police Officer.

15.1 **Examples.** To illustrate, but not otherwise limit, this Agreement does not in any way limit, modify, control, or otherwise affect:

15.1.1 The complete and unilateral discretion of the Police Chief to either continue or revoke the deputization of any Police Officer or any other person who, in the Police Chiefs sole judgment, he does not believe is qualified or otherwise fit to be a Police Officer.

15.1.2 The Police Department's sole and exclusive right, obligation, responsibility, and discretion to employ, compensate, assign, reassign, transfer, promote, reclassify, discipline, demote, layoff, furlough, or discharge any Police Officer or pay any and all Police Officer's wages, salaries, allowances, reimbursements, compensation, fringe benefits, or otherwise decide any and all such terms and conditions of employment and make any and all employment decisions that affect, in any way, the employment of any Police Officer with the Police Department, subject only to its collective bargaining agreements.

15.1.3 The Police Chief's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and any other judgment, policy or directive that, in any way, governs or controls any activity of any Police Officer, any necessary Police Officer's training standards or proficiencies, any level or amount of required supervision, any standards of performance, any sequence or manner of performance, and any level of experience, training, or education required for any Police Officer performing any Police Department duty or obligation under the terms of this Agreement.

16. No District Control of Police Officers. Neither the District nor any District Agents shall provide, furnish, or assign any Police Officer with any job instructions, job descriptions, job specifications, or job duties, or in any manner attempt to control, supervise, train, or direct any Police Officer in the performance of any School Liaison Services under the terms of this Agreement. Except as expressly provided for under the terms of this Agreement, no Police Officer while acting under the terms of this Agreement shall perform any services directly or otherwise be available to perform any other work or assignments for the District or District Agents, and no Police Officer shall be otherwise employed or utilized in any manner by the District.

17. Police Officers Paid by Police Department The Police Department shall remain solely and exclusively responsible for the payment of all Police Officer's wages, compensation, overtime wages, expenses, 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(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based, in any way, upon any Police Officer's status as an employee of the Police Department

18. Police Officers Shall Not Be Paid Directly by District. Except as expressly provided otherwise in this Agreement, the District shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wages, fringe benefits, privileges, gifts, equipment, automobiles, personal property, supplies, benefits, or any other thing of value, either directly or indirectly, to any individual Police Officer.

ATTENTION: LEFT BLANK

19. **Police Officers' Expenses Paid by Police Department** Except as expressly provided otherwise in this Agreement, the Police Department is solely and exclusively responsible for providing Police Officers with all tools, automobiles, radios, communications equipment (including mobile telephones), firearms, and any and all other equipment that the Police Department, in its sole judgment, deems required or beneficial for the completion of any Police Department's duty under the terms of this Agreement. The Police Department shall also be solely and exclusively responsible for any and all Police Officer's professional expenses, licenses, uniform or equipment costs, insurance, supplies, etc.

21. **School Liaison Workspace and Office Supplies** The School Liaison Officers shall use office space, office equipment, all required office utilities, and related supplies and facilities (e.g., desks, chairs, copying machines, fax machines, typewriters, permanently installed telephones, etc.) in School District owned or leased buildings, necessary for the services provided in this Agreement.

22. **No Transfer, Delegation, or Assignment of District's Duties** Except as expressly provided for in this Agreement, this Agreement does not, and is not intended to, transfer, delegate, or assign to the City, the Police Chief, or any Police Officer any civil or legal responsibility, obligation, duty of care, or liability associated with any governmental function delegated or entrusted to the District under existing law.

23. **Communications With District Liaison** The District Liaison may contact the Police Department Liaison to request, advise, or otherwise make the Police Department aware of any particular law enforcement needs and services within the District, or to provide other relevant information. The District Liaison may also bring to the Police Chiefs attention any concerns that the District may have regarding the assignment of any Police Officer to the District. The Police Chief will provide District with the opportunity to take part in the selection of the Police Officers who will be assigned to the District. However, the Police Chiefs decision on the assignment of any Police Officer shall be final. The Police Department Liaison will keep the District Liaison reasonably informed regarding District-related School Liaison Services, unless such communication would interfere with an ongoing criminal investigation or prosecution, and advise the District Liaison, as soon as practicable, of any changes in any Police Officer contracted for and assigned to perform School Liaison Services under the terms of this Agreement.

24. **Allegations of Improper Conduct of Police Officer** If the District learns of any act or allegation involving any Police Officer that is contrary to the terms and conditions of this Agreement, or any other questionable or improper acts or omissions, the District will promptly notify and provide the Police Chief with any and all information that it has regarding the matter. The District will also promptly deliver to the Police Chief written notice and copies of any complaint, charge, or any other allegation of wrongdoing, whether civil or criminal in nature, that the District becomes aware of regarding any Police Officer. The District agrees to cooperate with the Police Department in any investigation conducted by the Police Chief into the character and fitness of any Police Officer.

25. **Responsibility of Claims** Each Party shall be responsible for any Claims made against that Party and for the acts of its respective District Agents and City Agents.

25.1 **Legal Representation** For any Claims that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees.

25.2 **No Indemnification.** Except as otherwise provided in this Agreement, neither Party shall have any right under any legal principle to be indemnified by the other Party or the other Party's respective District and City Agents in connection with any Claim.

26.Reservation of Rights. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for any Party. The Police Department reserves itself any rights and obligations relating to the provision of School Liaison Services. This Agreement does not, and is not intended to, diminish, delegate, divest, impair, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office of the Police Chief, the City, or the Police Officers. Further, this Agreement does not, and is not intended to, create, grant, modify, or supersede in any manner, any right, privilege, benefit, or any other term or condition of employment, of any kind or nature whatsoever, for any Police Officer or any Police Officer's union labor agreement.

27.Term. This Agreement will become effective at the start of the 2023/2024 school year and shall remain in effect until it expires without any further act or notice, at 11:59:59 P.M. on the last day of school for the 2027/2028 school year. Upon the expiration of this Agreement, all further obligations of the City to provide School Liaison Services to the District under the terms of this Agreement shall end.

28.Termination. Any Party may terminate this Agreement before its Expiration Date by providing written notice to all other Parties at least ninety (90) days prior to the proposed termination date, which must be clearly stated in the written notice. Upon the termination of this Agreement, all further obligations of the Police Department to provide School Liaison Services to the District under the terms of this Agreement shall end. The District shall be obligated to pay the City for services provided by School Liaison Officers up to the date of termination.

29. Approval of Agreement and Amendments Required. This Agreement and any subsequent amendments shall not become effective prior to the approval by the Novi City Council and the District's School Board. An executed copy of this Agreement shall be filed with the Novi City Clerk and with the Secretary of State for the State of Michigan.

30.New Agreement Required to Continue School Liaison Services Beyond Expiration Date. If the District wishes to enter into a new agreement for School Liaison Services prior to the Expiration Date of this Agreement, it will notify the Police Department, in writing, of this intent no later than ninety (90) days prior to the Expiration Date. This paragraph does not obligate the Police Department or the District to continue any Agreement for any School Liaison Services beyond the Expiration Date of this Agreement unless a new contract is fully executed by the Parties.

31.Survival of Terms and Conditions. The following terms and conditions will survive and continue in full force beyond the termination or expiration of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Section 1 (Definitions), Section 3 (No Warranty, Promise, or Guarantee), Section 11 (District's Payment Obligations), Section 14 (Police Department is Sole and Exclusive Employer of Police Officers), Section 16 (Terms and Conditions of Employment for Police Officers), Section 22 (No Transfer, Delegation, or Assignment of District's Duties), Section 24 (Allegations of Improper Conduct of Police Officer), Section 25 (Responsibility of

Claims), Section 26 (Reservation of Rights), Section 30 (New Agreement Required to Continue School Liaison Services Beyond Expiration Date), Section 31 (Survival of Terms and Conditions), Section 32 (Notices), Section 33 (Governing Law), Paragraph 34 (Captions and Contract Language), Paragraph 35 (Waiver), Section 36 (Binding Affect), Section 38 ((Severability), and Section 40 (Entire Agreement).

32. Notices. The Parties will send all correspondence and written notices required or permitted by this Agreement to each signatory to this Agreement, or any signatory's successor in office, by first class mail to the addresses shown in this Agreement. Except as otherwise provided for 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.

33. Governing Law. 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.

34. Waiver. Waiver of any term or condition under this Agreement must be in writing and notice given pursuant to this Agreement. No failure or delay by any Party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof. No written waiver, in one or more instances, shall be deemed or construed as a continuing waiver of any term or condition of this Agreement. No waiver by any Party shall subsequently affect its right to require strict performance of this Agreement.

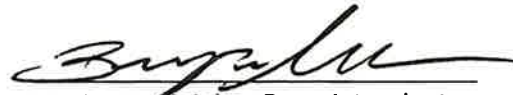
36 Binding Affect. This Agreement shall be binding upon the City, the Police Chief, and the District to the extent permitted by law, upon their successors and assigns, and upon all persons acting by, through, under, or in concert with any of them.

38. Severability. If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms or conditions shall remain in full force and effect.

35. Entire Agreement. This Agreement, including Schedule A, Schedule B represents the entire agreement and understanding between the Parties regarding the Cit's provision of School Liaison Services to the District. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties in any way related to the subject matter hereof.

IN WITNESS WHEREOF, BENJAMIN MAINKA, Superintendent, Novi Community School District, hereby acknowledges that he has been authorized by the Novi Community School District School Board to execute this Agreement on behalf of the Novi Community School District and hereby accepts and binds the Novi Community School District to the terms and conditions of the Agreement.

12/21/2023
Date


Benjamin Mainka, Superintendent,
Novi Community School District

12/21/2023
Date

BY: Sheila M. Holly
Executive Assistant, Superintendent
Witness [Signature]

IN WITNESS WHEREOF, Justin P. Fischer, Mayor of the City of Novi, hereby acknowledges that he has been authorized by the Novi City Council to execute this Agreement on behalf of the City of Novi and hereby accepts and binds the City of Novi to the terms and conditions of the Agreement.

CITY OF NOVI, a Michigan
Municipal Corporation

Date

Justin P. Fischer, Mayor, City of Novi

BY: _____

Witness

N WITNESS WHEREOF, Erick Zinser, in his official capacity as the City of Novi Police Chief, hereby accepts the terms and conditions of this Agreement.

CITY OF NOVI POLICE CHIEF


ERICK W. ZINSER

EXHIBIT A
ESTIMATED TOTAL COSTS FOR SERVICES, EXCLUSIVE OF OVERTIME

The following is an estimation of the cost for services based upon the current salaries for two Police Officers for an 80 hour pay period.

Year	Estimated increase	Estimated Cost 1 Police Officer	Estimated Cost 2 nd Police Officer	Estimated Total
2023-24		\$52,072.92	\$52,072.92	\$104,145.84
2024-25	2.5% Increase	\$53,374.74	\$53,374.74	\$106,749.49
2025-26	2.5% Increase	\$54,709.11	\$54,709.11	\$109,418.22
2026-27	To be determined by collective bargaining	To be determined by collective bargaining	To be determined by collective bargaining	To be determined by collective bargaining

Overtime	Estimated Cost 1 Police Officer	Estimated Cost 2 nd Police Officer	Estimated Total
Estimated Overtime based on average from 2022-23	\$2,500.00	\$2,500.00	\$5,000.00

Annual invoice will be based on the actual benefits and overtime requested. The labor agreement for the Police Officers will be negotiated between the union and the City for the 2026-27 year. The estimated costs for that year will be provided by the City as soon as they are available.

EXHIBIT B

REQUEST FOR ADDITIONAL LAW ENFORCEMENT SERVICES

TO: ERICK ZINSER, City of Novi Police Chief, (or designated representative)
CITY OF NOVI'S POLICE DEPARTMENT
45125 W 10 Mile Road, Novi, MI 48375
Phone: (248) 348-7100;

FROM: Benjamin Mainka, Superintendent, (or designated representative)
NOVI COMMUNITY SCHOOL DISTRICT
25345 Taft Road, Novi MI 48374
Phone: (231) 347-0592; FAX (231) 347-0592

The DISTRICT, pursuant to the Agreement for School Liaison Officers between the City and the District, requests that the Police Chief provide the Numbers and Ranks of Police Chief's Deputies for the periods of time indicated below, to provide supplemental School Liaison services for the following:

SPECIAL EVENT DESCRIPTION _____

DATE OF SPECIAL EVENT _____

LOCATION:

DURATION OF REQUESTED POLICE OFFICER SERVICES: Start _____ End _____

NUMBER(s) of Police Officers requested: _____

The DISTRICT understands that it will be billed using the current overtime rate(s) set by Police Department for providing the supplemental School Liaison Services. The DISTRICT will pay the Police Department for all supplemental services that are provided. The undersigned acknowledges and affirms that he or she has been authorized by the Novi Community School District to initiate this request and bind the Novi Community School District to reimburse the City of Novi for the costs incurred in response to preparing to or assigning the above Number(s) and Rank(s) of Police Officers to provide the requested law enforcement services.

Date

BY: _____
_____, Mayor

Date

BY: _____
_____, Police Chief