

SRO ADDENDUM

SCHOOL RESOURCE OFFICER (SRO) AGREEMENT BETWEEN OAKLAND COUNTY, OAKLAND COUNTY SHERIFF, AVONDALE SCHOOL DISTRICT, AND THE CITY OF ROCHESTER HILLS

I. PARTIES

This SRO Agreement (“SRO Agreement”) is made and entered into by and between the **AVONDALE SCHOOL DISTRICT** (“School”), whose address is 2940 Waukegan Street Auburn Hills, MI 48326, **THE CITY OF ROCHESTER HILLS**, a constitutional and municipal corporation and political subdivision of the State of Michigan, located within Oakland County, whose address is **1000 Rochester Hills Drive Rochester Hills, MI 48309** (“Public Body”), and the **COUNTY OF OAKLAND** (“County”), a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341. In this SRO Agreement, the County is also represented by the **OAKLAND COUNTY SHERIFF, MICHAEL J. BOUCHARD** (“Sheriff”), in his official capacity as a Michigan Constitutional Officer, whose address is 1200 North Telegraph Road, Bldg. 38 East, Pontiac, Michigan 48341. In this SRO Agreement, the County and the Sheriff are collectively referred to as the Oakland County Sheriff’s Office (“OCSO”). The OCSO, Public Body, and School may be individually referred to as a “Party” or collectively referred to as the “Parties.”

II. PURPOSE

The purpose of this SRO Agreement is to establish and define the rights, responsibilities, and obligations of the Parties regarding OCSO’s placement of one or more School Resource Officer(s) (“SRO”) in a School’s location. The objective of placing SRO in School is to foster a safe, supportive learning environment for all students and to promote strong partnership and communication between school administration and law enforcement.

This SRO Agreement is an exhibit to the Law Enforcement Services Agreement (“LES Agreement”) between the OCSO and the Public Body, the terms of which are fully incorporated herein by reference. To the extent there is a conflict between the terms and conditions set forth in the LES Agreement and this SRO Agreement, the terms in the SRO Agreement take precedence and shall apply.

III. TERM AND TERMINATION

This SRO Agreement is effective when signed by the Parties, by and through their duly authorized representatives, and remains in effect from January 1, 2025 through December 31, 2027, unless terminated early as hereinafter set forth.

Any Party may terminate this SRO Agreement for any reason by providing at least forty-five (45) days advance written notice of termination to the non-terminating Parties.

IV. GENERAL ROLES AND RESPONSIBILITIES OF PARTIES

1. OCSO Responsibilities:

- A.** OCSO will place one or more School Resource Officer(s) (SRO) on School premises to provide Law Enforcement Services. SRO will be a sworn Oakland County Sheriff's Deputy. The specific number(s) and rank(s) of SRO assigned to the School is set forth in the LES Agreement.
- B.** The Sheriff will select and provide appropriate oversight of the SRO, via Sheriff's chain of command. The selection of SRO is at the sole discretion of the Sheriff, and the specific person serving as SRO may change from time to time, as determined by the Sheriff.
- C.** OCSO will provide SRO with any required law enforcement equipment.

2. School Responsibilities:

- A.** The School will name "County of Oakland and its Agents" as additional insureds and certificate holders on its Commercial General Liability insurance policy, which must carry a minimum per occurrence coverage of \$5 million. The School will provide OCSO with evidence of such insurance upon OCSO's request and before OCSO provides Services under this SRO Agreement. The School's policy(s) of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the OCSO. The insurance company(s) issuing the policy(s) shall have no recourse against the OCSO for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the OCSO. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the School.
- B.** The School will provide SRO with a secure workspace on School premises for SRO to perform Law Enforcement Services under this SRO Agreement.
- C.** The School will ensure that its staff fully communicate and cooperate with SRO. The School will hold regular meetings at mutually agreeable intervals with SRO and key School staff to discuss topics relevant for providing Law Enforcement Services under this SRO Agreement. The School will advise OCSO if it desires SRO to attend and/or participate in any other meetings (e.g., school-parent safety meetings).
- D.** The School will include SRO in all threat-assessments and, as applicable,

inquiries about a student's access to dangerous instrumentalities and firearms, and behavioral assessments involving suicidal ideation, suicidal behavior, and/or belief of harm to self or others.

- E. The School will grant SRO free and open access to all premises, areas, and spaces on School property.
- F. The School will provide SRO with any required school equipment (e.g., school software programs, school radio, school key card, etc.). The School will submit a list of the specific equipment to OCSO and must receive written approval from OCSO before providing to SRO. School-provided equipment will be returned to School at the end of this SRO Agreement or earlier upon the School's request. School-provided equipment is provided to SRO at the School's sole risk and expense, including any expenses for maintaining, general wear and tear, and replacing the equipment.

3. Public Body Responsibilities:

A. The Public Body will pay the County for the Services provided by OCSO under this SRO Agreement at the rates set forth in the LES Agreement and in accordance with the terms set forth in this SRO Agreement and the LES Agreement. The Public Body will also pay for training in accordance with Section VII below, any additional hours of work, overtime, and holiday pay costs incurred by OCSO in providing Services. Charges are not intended to result in any net financial gain or profit for County, but to offset all costs incurred by County in providing the Services.

B. Public Body, as part of the consideration for the value it receives for the Services provided under this Agreement, will pay \$1 per student (not to exceed a total of \$5,000), per calendar year, to be applied to Oakland County's Safer Communities Fund, which will be used in accordance with the public purpose of that fund.

C. If Public Body requires the School to pay for or reimburse the Public Body for paying for the Services and other costs described in this SRO Agreement, Public Body is solely responsible for contracting with and collecting payment from the School.

D. Public Body agrees to the following: (i) Public Body wants the OCSO to provide the Services described in this SRO Agreement to the School; (ii) Public Body is provided with valid and sufficient consideration for its duties and obligations under this SRO Agreement; (iii) Public Body discharges, releases, and waives any and all claims and defenses against the OCSO asserting that this SRO Agreement lacks sufficient consideration.

V. SRO's HOURS AND POLICY MATTERS

1. Per OCSO policy, SRO shall not be involved in enforcing school discipline. SRO will only provide Law Enforcement Services at the School, as determined and directed by the Sheriff. For the purposes of this SRO Agreement, “Law Enforcement Services” or “Services” means the prevention and detection of crime and the enforcement of the criminal and traffic laws of this state. Examples of Law Enforcement Services for an SRO may include, but are not limited to:

- Crime prevention, investigation, and apprehension.
- Participating in threat assessments and behavioral assessments involving suicidal ideation, suicidal behavior, or belief of harm to self or others to provide a law enforcement perspective.
- Responding to an emergency or non-emergency involving public safety or a breach of peace.
- Handling requests for calls for service in and around School property.
- Responding to unauthorized persons on School property.
- Serving as liaisons between the School and other police agencies or investigative units.

Per OCSO policy, the administration of student discipline, including student code of conduct violations and student misbehavior, is the responsibility of school administrators unless the violation or misbehavior involves criminal conduct for which law enforcement intervention is required, as determined and directed by the Sheriff.

- 2.** Subject to the LES Agreement, each SRO will provide 80 hours of Law Enforcement Services for the School during a biweekly period at the locations agreed to by the Sheriff. Subject to the LES Agreement, each SRO will work an 8-hour shift Monday through Friday, as determined by Sheriff after discussing with and receiving input from the School. SRO may work additional hours, if requested by the School, Public Body, and authorized by the Sheriff, or as required by a situation and authorized by the Sheriff. Public Body will pay County for any additional hours that the SRO works at the rates set forth in the LES Agreement. School understands that the SRO is a “no-fill” position as set forth in the LES Agreement.
- 3.** SRO is an employee of OCSO. SRO will report to, receive job instructions from, and be supervised by the Sheriff’s chain-of-command. The School may provide feedback or information to SRO, but may not direct or otherwise attempt to control SRO under any circumstance. The School may communicate to OCSO regarding SRO’s performance by contacting the OCSO Point of Contact listed in this Agreement.
- 4.** SRO must follow all OCSO policies, including policies involving searches, arrests, and the use of body cameras. The School will allow SRO to use body cameras on school property in a manner that complies with OCSO policy.

5. School and Public Body understand and agree that there may be days or times when the Sheriff, in his sole discretion and judgment, may be unable to assign SRO to provide services under this SRO Agreement on account of the prioritization of law enforcement resources to best serve the citizens of Oakland County (e.g., emergencies where deputies are needed elsewhere, etc.). The School and Public Body agree to discharge, release, and waive any claim against OCSO that arise in connection with, or as a result of, any alleged failure to assign SRO to provide Law Enforcement Services under this SRO Agreement.

VI. RECORDS AND INFORMATION SHARING

1. The School will designate SRO as a "school official" as provided in the Federal Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g. SRO may be provided access to student records information maintained by the School only as needed by the SRO to perform their duties as a SRO. SRO may also be granted access to student records information in the event of an emergency threatening the health or safety of a student or other individual. SRO may only re-disclose student records information consistent with FERPA.
2. Records created or maintained by SRO belong to OCSO and shall not be considered student 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 SRO as those regulated under FERPA. OCSO has sole management and control over such records. Upon the School's request, OCSO may grant the School access to OCSO records and will process such requests in accordance with the Michigan Freedom of Information Act.

VII. SRO TRAINING REQUIREMENTS AND FUNDING OBLIGATION

SRO shall receive such training as is necessary to permit the SRO to effectively advance the School's educational mission in the context of their duties as SRO. Training topics, goals, objectives, and attendance shall be determined jointly by the School and Sheriff. Public Body agrees to pay the OCSO for SRO to receive a minimum of 40 hours of SRO-specific training per calendar year along with any other necessary training determined by the OCSO.

VIII. POINTS OF CONTACT

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

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

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

For the School:

James Schwarz
Superintendent
2940 Waukegan Street
Auburn Hills, MI 48326
248-537-6002

For the OCSO:

Gaia Piir
Sheriff Fiscal Officer
1200 N. Telegraph Road, Bldg. 38E
Pontiac, MI 48341
piirg@oakgov.com
248-858-5512

For the Public Body:

Bryan Barnett
Mayor
1000 Rochester Hills Drive
Rochester Hills, MI 48309

IX. SPECIAL EVENTS

If the School desires additional Law Enforcement Services for a special event that is beyond those contracted for in this SRO Agreement, the School or Public Body may submit to the Sheriff and Public Body a Request for Supplemental Law Enforcement Service Form (attached to the LES Agreement). The Sheriff, subject to the terms of this SRO Agreement, may assign deputies for the special event in the Sheriff's sole discretion. The Public Body agrees to pay the applicable Hourly Overtime Rate or Holiday Overtime Rate listed in the LES Agreement for each deputy assigned.

In addition to and without limiting any of the School's other insurance obligations, if the School purchases or otherwise obtains a special event insurance policy or other similar insurance policy for a special event, the School shall name the "County of Oakland and its Agents" as additional insureds and certificate holders on the insurance policy and comply with all of the requirements and obligations in paragraph IV, 2, A. (above).

X. NO ASSIGNMENT

No Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this SRO Agreement without the prior written consent of the other Parties.

XI. LIABILITY

Except for the School's insurance obligations set forth in this SRO Agreement, liability for acts or omissions of a Party remain with that Party and will not be transferred, assigned, or assumed by the other Party. Each Party will be responsible for its own acts or omissions and the acts or omissions of its employees or agents. OCSO shall not be responsible under any circumstance for the acts or omissions of the School, School employees, or School agents. Neither the School nor Public Body will have any right against OCSO for indemnification, contribution, subrogation, or any other similar right to be reimbursed by OCSO for any claim that arises out of the Services performed under this SRO Agreement.

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

The School and Public Body agree that this SRO Agreement does not transfer, delegate, or assign to the OSCO any civil or legal responsibility, obligation, duty of care, or liability associated with the ownership, maintenance, or operation of the School. The School is solely and exclusively responsible for any costs, obligations, and civil liabilities associated with owning and operating the School.

XII. NO WARRANTY AND NO SPECIAL RIGHT TO LAW ENFORCEMENT SERVICES

There is no warranty, promise, or guaranty, either express or implied, of any kind whatsoever, in favor of the School or Public Body, their agents, or any person attending the School or on School property, that the Services provided by OCSO under this SRO Agreement will result in any specific reduction or prevention of any criminal activity at the School or any other performance-based outcome.

There is no obligation, duty, promise, benefit, or special right of any kind whatsoever in favor of the School or Public Body, their agents, or any person attending the School or on School property to any Law Enforcement Services. OCSO and its agents, including any Sheriff's deputy, are not obligated under this SRO Agreement in any way to undertake any special activity or duty on behalf of the School or Public Body or to provide any particular or specific service or benefit for the School or Public Body, their agents, or any person attending the School or on School property.

The Services provided under this Agreement are strictly limited to those governmental law enforcement functions authorized by law and are exclusively governmental activities and functions of the type and nature that would be normally supported by tax dollars. This SRO Agreement simply acknowledges and intends to address the unusual circumstances and increased law enforcement needs created by the School and the corresponding increased financial and resource burden on government law enforcement agencies created by the School.

XIII. ENTIRE AGREEMENT AND AMENDMENTS

This SRO Agreement and the LES Agreement, to the extent the LES Agreement is referenced or described in this SRO Agreement, are the complete and exclusive agreement between the Parties with respect to the subject matter thereof and supersedes all prior negotiations, representations, proposals, agreements, and other communications between the Parties either oral or written with respect to the subject matter thereof.

This SRO Agreement may only be amended by a written document signed by the Parties, by and through their duly authorized representatives.

XIV. SIGNATURES

Each individual signing this SRO Agreement certifies by their signature that they are authorized to sign this SRO Agreement on behalf of the Party for whom they are signing and by doing so does hereby bind the Party to the terms of this SRO Agreement.

The Parties, by and through their duly authorized representatives, sign their names as evidence of their approval of this SRO Agreement and promise to be bound.

FOR THE COUNTY:

David Woodward
Chairperson, Oakland County Board of Commissioners

Date

FOR THE SHERIFF:

Michael Bouchard
Oakland County Sheriff

Date

FOR THE SCHOOL:

James Schwarz
Superintendent

Date

FOR THE PUBLIC BODY:

Bryan Barnett

Date

Mayor of the **City of Rochester Hills**, hereby acknowledges that they have been authorized by a resolution of the Public Body's governing body to execute this Agreement on behalf of the Public Body and hereby accepts and binds the Public Body to the terms and conditions of this Agreement