

CITY OF TECUMSEH
TECUMSEH PUBLIC SCHOOLS
CITY COUNCIL – SCHOOL BOARD JOINT STUDY SESSION

TECUMSEH CITY HALL
MONDAY, OCTOBER 15, 2018
6:00 P.M.

AGENDA

1. Call to Order and Identification of Chairperson
2. Roll Call and Introductions
3. Approval of Agenda
4. Study Session Topics:
 - A. Open Discussion on Areas of Overlapping Interests
 - B. Presentation Regarding School Resource Officer Proposal
 - i. Community Advantages and Responsibilities of a SRO
 - ii. Costs and Structure of *DRAFT* Agreement
 - iii. Timeline for Proposal Development and Review
 - C. Potential Future Study Sessions and Topics
5. Council Comments
6. School Board Comments
7. Adjournment

The City of Tecumseh provides for reasonable accommodations for its programs, services and meetings under Title VI of its Non-Discrimination Policy and Limited English Proficiency Policy, with an advance 7 day notice to Dan Swallow at 517 424 6555.

School Resource Officer

Tecumseh Police Department

Tecumseh Public Schools

A Partnership

The School Resource Officer, or SRO, is more than a “cop”. A successful SRO is invested in the role and is dedicated to relationship building with students, staff and administration. A successful SRO is a full-time, experienced law enforcement professional. While the SRO may report to a supervisor, many of their day-to-day actions and decisions will be “unsupervised”.

The National Association of School Resource Officers (NASRO) defines the three main roles of school resource officers as:

- 1) Educator/Guest Lecturer
- 2) Informal Counselor/Mentor
- 3) Law Enforcement Officer

*Important to note that “Law enforcement officer” is listed last, because a successful SRO is much more than that.

Educator/Guest Lecturer:

A school resource officer can deliver classroom presentations that support the educational process and emphasize the skills needed for responsible citizenship. Presentations can be made to students, faculty, administrators, and parents.

Examples of types of instruction:

Alcohol and Drug Awareness

Social Media Awareness and Dangers

Stranger Awareness

Crime Prevention

Building Integrity and Safety

Conflict Resolution

Babysitting Safety

Policing as a Career-promote the positive image.

The SRO can also be called upon by faculty to enhance a lesson plan or a field of study.

Informal Counselor/Mentor:

Students-

May seek advice as simple as how to handle a recently received traffic ticket to the more complex issues in their lives. That is why it is important for an SRO to build relationships. The SRO is another caring adult in the educational system.

Parents-

Seek advice if they believe their child may be experimenting with alcohol or drugs, or concerns over social media.

Seek more information on local community assistance agencies.

Seek more information on mental health services.

School Faculty/Administration-

Teachers and counselors may seek assistance with conflict resolution.

Assist administration in determining when an incident or a behavior has reached the criminal level.

Advise on building and campus security measures.

*The most important part of this counselor/mentor role is the relationship that will exist. The questions that may go unanswered because of shyness by a student or simple lack of time by a faculty member, are now answered by a trusted member of the educational team.

Law Enforcement Officer:

SRO's are fully sworn police officers who play a unique role of preserving order and promoting safety on school campuses.

Examples-

Primary responder to calls for service at the schools.

Addressing crime and disorder problems in and around the schools.

Making arrests and issuing citations in and around the schools.

Taking action against unwanted persons on school property.

Serving as liaison between the schools and the police department providing information to students and school personnel on law enforcement matters.

Proactive!:

All of the above makes the SRO a proactive problem solver! Unfortunately, many law enforcement actions are *reactive*. An incident occurs...someone calls the police...the police react.

So just as an example: 180 school days

Tecumseh Police Dispatched Runs to TPS (within city)

	<i>2016-17</i>	<i>2017-18</i>
THS	91	80
TMS/Compass	45	33
Herrick Park/East	8	9
Patterson/West	5	2
Acres/North	20	10
<i>Total</i>	<i>169</i>	<i>134</i>

How many of these calls for service could have been averted had there been a **proactive problem-solving** SRO in the schools????

Jurisdiction:

Five of the six TPS buildings lie within the city's boundaries, therefore fall under the TPD jurisdiction.

Tecumseh South: is in Raisin Twp. TPD and Raisin Township PD have a wonderful fully collaborative relationship. Frequently crossing our jurisdictional boundaries to assist one another.

Lenawee County Sheriff's Office: If TPS SRO takes a report of something happening outside of the city, say at a student's home in Tecumseh Twp., it would have to be turned over to the appropriate agency, most likely LCSO.

This occurs frequently as our PD seems to be the first place most people call or go to that live north of Adrian anyway. This type of relationship is already established and would transition seamlessly with the SRO.

Respectfully,

Brett D. Coker

Deputy Chief of Police

Tecumseh Police Department

517-423-7494

bcoker@tecumseh.mi.us

SCHOOL RESOURCE OFFICER AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 2018 by and between the Tecumseh Public Schools (hereinafter, "Schools"), and the City of Tecumseh (hereinafter, "City").

WITNESSETH:

WHEREAS, Tecumseh Public Schools is a general powers school district organized and operating under Michigan's Revised School Code, as amended, MCL 380.1 et seq. Section 11a of the Revised School Code, as amended, grants Tecumseh Public Schools the power to provide for the safety and welfare of students while the student is at school. MCL 380.11a(3)(b). Michigan's Revised School Code authorizes Tecumseh Public Schools to enter into agreements, contracts, or other cooperative arrangements with other entities as part of performing the functions of the school district. MCL 380.11a(4). A portion of Tecumseh Public Schools district is located within the City of Tecumseh.; and

WHEREAS, the City of Tecumseh is a Michigan municipal corporation capacity to contract and be contracted with; and

WHEREAS, the City possesses authority over the Tecumseh Police Department, which has been created as a department and agency of city government by City Charter; and

WHEREAS, the Schools and City desire to create a law enforcement presence within the Schools' community, to provide for and maintain a safe, healthy, and productive learning environment within the Schools, and to continue the cooperative and proactive relationship between law enforcement and the Schools.

WHEREAS, the Parties to this Agreement deem it in the best interest of their citizens to enter into an agreement on the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements as set forth herein below, IT IS HEREBY AGREED by and between the Schools and the City as follows:

ARTICLE 1

1.1 The purpose of this Agreement is to create a law enforcement presence within the Schools through the assignment of a uniformed police officer to the Schools to provide for and maintain a safe, healthy, and productive learning environment for students, staff, and visitors of the Schools, to improve youth-law enforcement relations, and to promote crime prevention through awareness and coordination between the Schools and the City (hereinafter, "School Resource Officer" or "SRO").

1.2 It is the intent and provision of this Agreement to provide for the services of a School Resource Officer with such services to be rendered at such school sites as more fully described herein below for a term commencing on January 1, 2019 and expiring five (5) years thereafter on December 31, 2023. After the initial five-year term, this Agreement shall automatically renew for subsequent one-year terms unless terminated pursuant to Article 7 below.

ARTICLE 2 **RIGHTS AND DUTIES OF THE CITY AND SCHOOLS**

2.1 The City shall provide a school resource officer and SRO services as follows:

2.1.1 Training

The SRO shall be a sworn law enforcement officer. Prior to the assignment of a person to serve as SRO, the City shall certify in writing to the Superintendent of the Tecumseh Public Schools that such person meets or exceeds the licensing standards published by the Michigan Commission on Law Enforcement Standards (MCOLES), applicable law and/or administrative regulations, and has had

specialized training to work with youth at a school site. Such training may consist of National Association of School Resource Officers certification, law enforcement course work addressing working with youth at a school site, professional training in such areas, or training and experience in connection with other recognized school/youth law enforcement programs (e.g., D.A.R.E.).

Assignment of School Resource Officer

- 2.1.2 The City shall assign one (1) regularly employed police officer to serve as SRO who shall serve the following schools: Tecumseh High School, Tecumseh East STEAM Center and Tecumseh West STEAM Center, pursuant to a schedule to be established by the Chief of Police of the City, which will allow for regular rendition of services at said schools. In addition, the SRO shall perform services on an as needed basis in the School's elementary schools, and the schedule to be devised will allow for such. The City via its Chief of Police shall have sole discretion in the assignment of the SRO; and said SRO may vary from time to time due to the needs of the City.
- 2.1.3 The SRO shall report directly to the Chief of Police or designated Sergeant, within the Tecumseh Police Department, who, as the SRO's supervisor, will work with the school administration of the Schools in providing for the rendition of SRO services as outlined herein.

2.2 Regular Duty Hours of School Resource Officer

- 2.2.1 The SRO shall perform a regular workweek of hours with such hours and pay to be based on School Resource Officer Job Description and pay equivalent to a regular police officer. It is agreed and understood that the SRO will from time to time be expected to attend meetings of parents/ faculty and school functions on request of a principal.
- 2.2.2 The City shall have the ability to schedule the SRO for regular police officer duties within the City Police Department when school is not in session. Additionally, the City Police Department shall have the ability to call upon the SRO to respond to significant emergencies or criminal activity in the community, unless the SRO is engaged in protecting and securing school buildings which shall take priority.

2.3 Duties of School Resource Officer

- 2.3.1 The School Resource Officer shall be responsible for the performance of general law enforcement services within the Schools' community intended to provide for the protection, safety, and welfare of Schools' students, staff, and visitors and the protection and preservation of Schools' property.
- 2.3.2 The School Resource Officer shall respond to emergency events within the Schools' community and shall assist school officials in protecting and securing the school facilities in the event of an emergency.
- 2.3.3 The School Resource Officer shall assist in the development of positive student concepts of the law enforcement community and the promotion of positive interaction and enhanced relations between students and law enforcement officers.
- 2.3.4 The School Resource Officer shall perform those duties and obligations which are inherent in his/her position as a police officer within the State of Michigan including enforcement of the laws of the State of Michigan and other relevant jurisdictions.
- 2.3.5 The School Resource Officer will perform his/her duties in a highly visible manner and will be present within the Schools' schools and at the Schools' extracurricular events and activities as available and pursuant to the schedule provided in this Agreement.

- 2.3.6 The School Resource Officer may, as mutually agreed upon by the City and Schools, present educational programs concerning crime prevention and the rights, obligations, and responsibilities of students as citizens.
- 2.3.7 When requested by the Schools, the SRO shall attend parent/faculty meetings to solicit support and understanding of the program.
- 2.3.8 The SRO shall become familiar with community agencies, which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies when necessary thereby acting as a resource person to the students, faculty, and staff of the school.
- 2.3.9 The SRO shall assist the Schools in developing plans and strategies to prevent and/or minimize dangerous situations that may result from student unrest.
- 2.3.10 Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to Schools Policy, Tecumseh Police Department Policy, Michigan Compiled Laws, and other legal requirements with regard to such interviews.
- 2.3.11 The SRO shall, whenever possible, participate in and/or attend significant school functions.
- 2.3.12 The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall submit reports as required by the Schools.
- 2.3.13 The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. It is agreed and understood that the Schools shall be responsible for investigating and determining, in their discretion, whether a student has violated the Schools' Student Code of Conduct, disciplinary codes, or other standards and the appropriate administrative action to take. However, this shall not be construed to prevent the SRO from sharing information with school administration/ staff, which may aid in the determination of whether a disciplinary offense occurred. Upon assignment, the SRO will be provided with copies of Schools' Student Code of Conduct, disciplinary codes, or other standards of the Schools. The SRO shall become familiar with the Schools' Student Code of Conduct, disciplinary codes, or other standards.
- 2.3.14 The Schools may, but are not required to where such may be a violation of the Family Educational Rights and Privacy Act (FERPA) or other student privacy law/regulation, advise the SRO of incidents or activities possibly giving rise to criminal or juvenile violations and the SRO shall then determine whether law enforcement action is appropriate. With respect to those activities occurring on school property or at school sponsored functions, which the Schools are required to report to the appropriate law enforcement agency (Exp. assault resulting in serious physical injury, a sexual offense, kidnapping, assault involving the use of a weapon, possession of a firearm in violation of the law, possession of a controlled substance in violation of the law, or damage to the property), it is agreed and understood that the SRO, as an employee of the Tecumseh Police Department, is authorized to receive and appropriately act on any of such foregoing reports and the aforementioned school personnel may satisfy such reporting requirements by advising the SRO of activities believed to fall within statutory reporting requirements.
- 2.3.15 The SRO is not to be used for regularly assigned lunchroom duties, as hall monitors, or other monitoring duties. If there is a problem in such areas, the SRO may assist the school until the problem is resolved.
- 2.3.16 The School Resource Officer will comply with all State and Federal laws regarding the rights of students within the public school setting.

2.4 As additional consideration for the City’s provision of the SRO, the Schools shall support the SRO’s work within the school community through the provision of the following:

- 2.4.1 The Schools will provide the SRO with workspace within its schools where matters requiring heightened sensitivity may be discussed confidentially.
- 2.4.2 The Schools will provide the SRO with an office space in at least one of its school buildings and will make available for use by the SRO standard office equipment including, but not necessarily limited to, a desk and chair. The office will also include a telephone capable of making internal and external calls, which may be used by the SRO for business purposes.
- 2.4.3 The Schools will provide the SRO with a School-owned laptop computer, which may be used by the SRO for conducting SRO business only. The SRO will not have access to any student information systems or other electronic records unless there is a legitimate educational or public safety reason for such and the provision of access is not prohibited by law. The SRO may utilize the School’s information technology network including internet access, however, the SRO must abide by the School’s Technology Acceptable Use policies in his/her use of the School’s information technology network and computer. The SRO must return to the Schools the School-owned laptop during the summer and other extended periods when school is not in session and the SRO is not performing SRO duties pursuant to this Agreement.

ARTICLE 3
SCHOOL RESOURCE OFFICER COST-SHARING

3.1 The Schools will pay to the City a lump sum fee for the provision of the SRO by the City pursuant to the following table; any partial years as a result of adjustment of the commencement date and/or valid termination of the Agreement shall be prorated based on the number of months served:

CALENDAR YEAR	2019	2020	2021	2022	2023	5-YEAR TOTAL
Tecumseh Public Schools Portion (75%):	\$75,396	\$74,994	\$76,123	\$77,618	\$79,163	\$383,294
City of Tecumseh Portion (25%):	\$25,132	\$24,998	\$25,374	\$25,873	\$26,388	\$127,765
ANNUAL COST:	\$102,547.00	\$99,992.00	\$101,497.00	\$103,491.00	\$105,551.00	\$511,059.00

3.2 The Schools shall pay to the City its share in quarterly installments, which shall be due to the City within 30 days’ receipt by the Schools of an undisputed invoice describing the services for which payment is due.

3.3 Funding responsibilities for subsequent terms will be negotiated between the Schools and the City subject to the right of either to provide notice of termination of this Agreement as set forth in Article 1 above.

ARTICLE 4
EMPLOYMENT STATUS OF THE SCHOOL RESOURCE OFFICER

4.1 The SRO shall remain an employee of the Tecumseh Police Department, and shall not be an employee of the Schools. The Schools and the City acknowledge that the SRO shall remain responsive to the chain of command of the Tecumseh Police Department.

4.2 The School Resource Officer shall be an employee of the City and the City shall be solely responsible for the direction and control of the School Resource Officer. The City shall be exclusively

responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing, or otherwise regulating the employment conditions, and employment rights of the School Resource Officer. The City shall also be exclusively responsible for the provision of any and all equipment, vehicles, materials, uniforms, firearms and other items necessary for the School Resource Officer to perform the duties described in this Agreement.

4.3 The Schools shall have the right to provide the City with its expectations of the School Resource Officer. The Schools may request that the City assign a different individual to perform the school resource duties described in this Agreement if, in its good faith judgment, the individual is unfit to perform the duties described in this Agreement or the individual has failed to meet the expectations of the Schools.

4.4 As the exclusive employer of the School Resource Officer, the City shall be responsible for answering, defending and/or resolving any and all claims brought by, or on behalf of, all the School Resource Officer to the extent that such claims arise from the employment or agency relationship between the City and the School Resource Officer and to the extent that the claim arose out of the School Resource Officer's performance of the duties described in this Agreement. These claims shall include, but are not limited to: (i) proceedings before the Michigan Employment Relations Commission; (ii) claims for unemployment benefits; (iii) claims for Workers Compensation and disability benefits; (iv) claims for unlawful discrimination under any state or federal statutes; (v) joint and/or other employment claims made by the Michigan Office of Retirement Services and/or the Municipal Employee Retirement System; and (vi) claims for breach of contract. All costs and legal fees incurred in connection with the defense of the foregoing matter and any judgments resulting therefore shall be the sole and exclusive responsibility of the City.

ARTICLE 5 **APPOINTMENT OF SCHOOL RESOURCE OFFICER**

5.1 The City Chief of Police shall assign an officer who is qualified to be an SRO. The City will consider the opinions of the Schools in selecting and assigning an officer to serve as the SRO, however, selection and assignment rights vest solely with the City.

5.2 The SRO must meet the following minimum requirements:

5.2.1 The SRO must be a full-time, certified, and sworn police officer with a minimum of three (3) years law enforcement experience.

5.2.2 The SRO must have training as outlined in section 2.1 and its subsections above.

5.2.3 The individual appointed to the position of SRO must undergo a criminal history information record check pursuant to the requirements of Section 1230 of Michigan's Revised School Code, MCL 380.1230. The results of the criminal history information check must be satisfactory to the Schools or the individual may not be assigned to serve in the Schools as the SRO.

5.3 The Chief of Police may elect to change the SRO assignment within the term of this Agreement with a similarly qualified officer.

ARTICLE 6 **REMOVAL OF SCHOOL RESOURCE OFFICER: REPLACEMENT**

6.1 The Schools shall have the right to provide the City with its expectations of the School Resource Officer. The Schools may request that the City assign a different individual to perform the school resource duties described in this Agreement if, in its good faith judgment, the individual is unfit to perform the duties described in this Agreement or the individual has failed to meet the expectations of the Schools. If such a request is made of the City by the Schools, the City agrees to promptly consider the request, review and/or investigate the allegations or rationale of the Schools in requesting removal of the individual serving as the SRO, and to take action that the City believes to be in the best interest of the school community. In the event that the City elects not to replace the individual serving as the SRO with another SRO, the Schools may, without penalty, elect to terminate this Agreement effectively immediately upon notice by the Schools' to the City.

6.2 The City may dismiss or reassign an SRO based upon Police Department Policies, Rules, Regulations, and/or General Orders and when it is in the best interest of the people of the City.

6.3 In the event of the resignation or dismissal of an SRO, the City shall provide a replacement for the SRO within ten (10) calendar days of receiving written notice of such dismissal or resignation. In the event that the SRO is reassigned by the City, the City shall immediately identify a replacement SRO who shall meet the requirements of this Agreement.

ARTICLE 7 **TERMINATION OF AGREEMENT**

7.1 In addition to termination in writing ninety (90) days prior to expiration of the terms hereof as provided in Article 1, above, this Agreement may be terminated by either party upon ninety (90) days written notice that the other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. The notice shall contain specific examples of the term(s) or condition(s) that have been breached and the offending party shall have the opportunity within the ninety (90) day notice timeframe to cure such breach.

7.2 This Agreement may also be terminated without cause by either party upon one (1) year advance written notice. Termination of this Agreement may only be accomplished as provided herein or as otherwise required by law.

ARTICLE 8 **NOTICES**

8.1 Any and all notices or any other communication herein required or permitted shall be deemed to have been given when deposited in the United States postal service as regular mail, postage prepaid and addressed as follows:

If to the Schools:
Superintendent
Tecumseh Public Schools
212 N. Ottawa Street
Tecumseh, MI 49286

If to the City:
City Manager
City of Tecumseh
309 E. Chicago Boulevard
Tecumseh, MI 49286

8.2 Good Faith. The Schools Superintendent, the City Manager, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the City Manager, or their designees.

ARTICLE 9 **MODIFICATION**

9.1 This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the parties.

ARTICLE 10 **NON-ASSIGNMENT**

10.1 This Agreement, and each and every covenant herein, shall not be capable of assignment, unless the express written consent of the Schools' Superintendent and City Manager is obtained.

ARTICLE 11
MERGER

11.1 This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

ARTICLE 12
INSURANCE/HOLD HARMLESS CLAUSE

12.1 It is understood and agreed that during the term of this Agreement and any renewal hereof, the City shall purchase and maintain errors and omissions and general liability insurance at a minimum of \$2,000,000.00 per occurrence naming the Tecumseh Public Schools, and its Board of Education and employees, as additional insureds and providing insurance coverage for all acts, omissions, and for claims, suits, damages, fees or expenses (including cost of defense) arising out of any such acts, omissions and services related to the City's performance of its duties under this Agreement. Further, the City shall provide written proof of said coverage prior to execution of this Agreement and any time thereafter on request of the Schools. Irrespective of said agreement and covenant, the City shall indemnify and hold the Schools and any and all of its Board of Education members, agents, officers, and employees in their respective individual and official capacities harmless from any and all acts, omissions, claims, damages, fees, expenses, and legal actions of any form or description arising from the performance of duties by the SRO under this contract.

ARTICLE 13
MISCELLANEOUS

13.1 Severability. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

13.2 Confidentiality. The School Resource Officer is not considered to be a "school official" for the purposes of the Family Educational Rights and Privacy Act of 1974, as amended (FERPA) and thus is not entitled to student education records as defined in FERPA unless the school has obtained parent/guardian consent to release the education records to the School Resource Officer, a valid exception to the consent requirement applies, or the Schools have received a lawfully issued subpoena or judicial order.

In the event where parent/guardian consent is obtained or a valid exception to such exists the Schools may disclose to the School Resource Officer confidential information which is protected under state and/or Federal law such as the FERPA, the Individuals with Disabilities Education Act ("IDEA"), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Patient Protection and Affordable Care Act of 2010, and/or Section 504 of the Rehabilitation Act of 1973. The City agrees to make reasonable effort to: (i) not use any of the Schools' confidential information or for its own use or for any purpose other than the specific purpose of performing the duties described herein; (ii) not voluntarily disclose any of the Schools' confidential information to any other person or entity; and (iii) to take all reasonable measures to protect the confidentiality of, and avoid disclosure or use of, the Schools' confidential information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized to have such information. The foregoing duty shall survive any termination or expiration of this Agreement.

13.3 Nondiscrimination. The Parties agree that they will comply with all applicable laws prohibiting discrimination in the performance of the duties described herein. The City agrees that does not discriminate in recruitment, hiring, transfer, promotion, compensation, development, and termination of its employees on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status, or other protected category as required by applicable Federal, state and local laws.

13.4 Independent Contractors. The Parties enter into this Agreement as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the Parties.

13.5 No Joint Liability. The Parties are not jointly liable for any act, failure to act or omission committed by another Party. Any cause of action, in any form, brought based upon the act, failure to act or

omission of a Party may be brought only against the Party that failed to act or committed the omission. Each Party is a separate legal entity with all rights provided by law and this Agreement.

13.6 Waiver. The rights and remedies provided to each of the Parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by any Party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by another Party shall not prejudice such Party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.

13.7 Applicable Law. This Agreement is made under and will be construed in accordance with the law of Michigan without giving effect to that state's choice of law rules.

13.8 Counterparts. This Agreement may be executed in counterparts separately by each Party, each of which counterparts shall be deemed an original, and all of which shall constitute one and the same instrument.

13.9 Governmental Immunity. Nothing contained in this Agreement is intended to serve as a waiver of governmental immunity by any Party for which governmental immunity may be applicable.

13.10 No Third Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified, right to be subrogated to any Party's rights under this Agreement, and/or any other right or benefit.

13.11 Force Majeure. No Party shall be liable to another Party for damages caused by an interruption of this Agreement where such interruption is due to war, rebellion, or insurrection, acts of God, fire, governmental statute, judicial or agency order or regulation prohibiting the performance of this Agreement, labor disputes, or for other causes beyond the reasonable control of a Party.

13.12 Freedom of Information Act. As public entities, the Parties are each subject to the provisions and requirements of Michigan's Freedom of Information Act, as amended, MCL 15.231 et seq. The Parties understand and acknowledge that each Party must comply with Freedom of Information Act requests, provided that the requested information is not legally exempt from disclosure. When a request involves information related to the subject matter of this Agreement, the Parties agree to make reasonable effort to make the Party that did not receive the request aware of such, and also to jointly agree on what information may be exempt from disclosure, if any.

Tecumseh Public Schools

Kelly M. Coffin, Ed.D.

Its: Superintendent

Date: _____

City of Tecumseh

Dan Swallow, AICP, MPA

Its: City Manager

Date: _____

