

**AMENDED INTERGOVERNMENTAL AGREEMENT  
POLICE-SCHOOL LIAISON PROGRAM**

This Agreement, made this \_\_\_ day of \_\_\_\_\_ 2022, by and between the ROCHESTER COMMUNITY SCHOOLS, a Michigan School District, whose address is 52585 Dequindre, Rochester, Michigan 48307, the CITY OF ROCHESTER HILLS, a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, the CITY OF ROCHESTER, a Michigan municipal corporation, whose address is 400 Sixth Street, Rochester, Michigan 48307 and OAKLAND TOWNSHIP, a Michigan municipal corporation, whose address is 4393 Collins Road, Rochester, Michigan 48306.

WHEREAS, the City of Rochester Hills, the City of Rochester, and Oakland Township are municipal governments located in the County of Oakland and the State of Michigan, and Rochester Community Schools is a public school district educating students residing within the boundaries of each of the other units of government which are party to this Agreement.

WHEREAS, the parties are joining together to finance and provide for a police school liaison educational program by entering this Inter-Governmental Agreement pursuant to, and under the authority of, Act 35 of the Public Acts of 1951 of the State of Michigan, as amended (MCL 124.1 et seq.).

WHEREAS, the parties hereto believe the involvement of police in the educational program of the community's elementary and secondary schools would be of great public benefit by building respect for law enforcement and preventing present and future crime, among other reasons, and that the various units of government should share the cost and responsibility for a police-school liaison education program.

NOW THEREFORE, the parties hereto agree:

1. To establish, on a school-year to school-year basis, a police educational program to be carried on in the elementary and secondary schools for children residing in the City of Rochester Hills, the City of Rochester, and Oakland Township, which shall include the Rochester Community Schools, Holy Family School, and St. John Lutheran School. The Police-School Liaison Program shall be available for consulting services for other schools located within the three municipalities involved in this Agreement.
2. The Police-School Liaison Officers will be assigned to the program by the City of Rochester Police Department and the Oakland County Sheriff's Office. Staffing levels will be determined by the Management Team and through budget allocations of the City of Rochester Hills, City of Rochester, and the Township of Oakland. City of Rochester officers will be deputized by the Oakland County Sheriff. The Liaison Officers' responsibilities shall be to:
  - a. Conduct education programs
  - b. Enforce state law and local ordinances on school premises.

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- c. Report to and take direction from the Management Team.
3. Whereas, the officers are contracted to serve as school liaison officers during the school-year and whereas, the officers are housed and work on a daily basis within the confines of the Rochester Schools and whereas, the supervision of the program will be as unique as the program itself, there are three (3) major areas which will require supervision:
  - a. Routine Performance and Special Duties.
  - b. Criminal Complaints.
  - c. Policy, Procedures, and Finance.
4. A three (3) member Management Team comprised of the commanding officer of the O.C.S.O. Rochester Hills contingent, the City of Rochester Police Chief, and a Rochester Community Schools administrator appointed by the Superintendent shall be responsible for overseeing the liaison officers' routine performance and special duties, and specifically to:
  - a. Manage, on a daily basis, the liaison officers' activities and duties.
  - b. Implement program objectives and measurement methods.
  - c. Balance the education and law enforcement roles of the liaison officers.
5. Whereas, the liaison officers are police officers first and whereas, they must work with many law enforcement agents, as well as school and community organizations.
  - a. The respective departments will have jurisdiction over criminal complaints originating within their city or township.
  - b. The officers will, from time to time, be involved with incidents which occur on school premises and shall be responsible for preparing any appropriate reports and assist with law enforcement incidents as needed.
6. The cost of the program shall be shared by the parties hereto, on the following basis:
  - a. The cost of the program for the upcoming school-year shall be agreed to by all of the parties before the school-year begins each year. The agreed upon costs shall be memorialized in each school-year's "Police / School Liaison Budget," which shall be signed by the parties and incorporated into this Agreement by reference.
  - b. The Rochester Community Schools shall be responsible for a portion of the cost.

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- c. The remainder of the cost shall be shared by the City of Rochester Hills, the City of Rochester, and Oakland Township, on a percentage basis, which percentage shall be determined by the total number of children from each unit of government enrolled in the Rochester Community Schools, based on the census data for schools for state aid purposes for the State of Michigan.
7. The total cost of the program shall be determined as follows:
  - a. The cost for each officer in the program, including any officer from the City of Rochester, shall be equivalent to the cost to the City of Rochester Hills for a Sheriff's Deputy under the Law Enforcement Services Agreement that the City of Rochester Hills has with the Oakland County Sheriff's Office.
  - b. The contracting year for the City of Rochester Hills and the Oakland County Sheriff's Office is from January 1 through December 31. Any increase in the cost of Sheriff's Deputies to the City of Rochester Hills effective on January 1, of any given school-year shall be passed along to the other parties to this Agreement as an increase in the cost for all officers in the program, including any Rochester Police Officer, from January 1, to the end of the school year.
  - c. The cost of materials and any other cost agreed to by the parties hereto.
8. The City of Rochester Hills shall be responsible for administering the moneys for carrying on the police-school education program. The cost to each of the parties hereto shall be paid to the City of Rochester Hills. The City of Rochester Hills shall pay Oakland County and the City of Rochester at such intervals as are required by the Law Enforcement Services Agreement for Sheriff's deputies.
9. After it is determined to proceed with the upcoming year's program, the City of Rochester shall make available any police officer who is to be in the program for a ten (10) month period, and the City of Rochester Hills shall make arrangements with the Oakland County Sheriff's Department for the availability of the deputies.
10. The officers involved in the program shall continue to be the employees of either the City of Rochester or the Oakland County Sheriff's Office, as the case may be, and shall not be employees of the other parties hereto. The parties expect that the officers involved shall cooperate in respect to the carrying on of the program, the content of the program and all related details.
11. The Rochester Community Schools shall provide space, a desk, a phone, and other related equipment for the officers, and shall cooperate in the program so that the officers may be involved in the educational process for the benefits of as many students as possible.

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12. Acknowledgement is hereby given to the Rochester Community Schools for providing space, phone, and related equipment, and services are provided above the financial commitment required by this Agreement.
13. Various groups and organizations may, during the life of this Agreement, make contributions to the police-school educational program. Any such contributions may be accepted and applied as approved by the Management Team.
14. This Agreement shall continue from school-year to school-year until it is terminated as provided herein, or as otherwise may be agreed upon by the parties hereto. If any party wishes to discontinue participation in the program, it shall notify the other parties to the Agreement in writing, no later than June 30 of any year. If one or more parties to this Agreement discontinue participation in the program, the other parties shall decide whether to not to continue the program. Failure to give notice of the intention to discontinue participation in the program by June 30 of any given year shall obligate each of the parties hereto to the financial obligations which are provided for herein for the ensuing school year, without the right of cancellation during the school year.
15. The percentage of the cost assigned to be paid by the Rochester Community Schools in subparagraph 6b, above, has been specifically computed to limit the contribution of the Rochester Community Schools to that portion of the program involving the schools under its jurisdiction, and not for any services in any non-public schools. The Rochester Community Schools shall have no responsibility for, nor any direction or supervision over, any activities or programs under this Agreement which may take place in any non-public school, that being the sole responsibility of the other three governmental units, which are parties to this Agreement, and the O.C.S.O.
16. The City of Rochester and the Oakland County Sheriff's Office shall be responsible for their respective officer(s) in the program. Each of the parties hereto shall carry liability insurance to protect themselves for any liability or cost which may occur as a result of this Agreement which is not paid by the City of Rochester, the County of Oakland, or under their respective insurance policies.
- ~~17. Each party shall be solely responsible for the acts and omissions of its own officers, employees, officials, agents, and representatives. To the extent permitted by law, each party shall indemnify and hold harmless the other parties, and the other parties' officers, employees, officials, agents, and representatives, from and against all claims, suits, demands, actions, judgments, liabilities, costs, expenses, damages, and fees arising from or related to any breach of this Agreement or negligent or wrongful act or omission by the indemnifying party or its officers, employees, officials, agents, or representatives under this Agreement.~~

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~~18.~~17. All information that is collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable Federal and State laws. The parties recognize that student education records maintained by Rochester Community Schools are protected by the Family Educational Rights and Privacy Act (“FERPA”), and its implementing regulations. The parties acknowledge that unless a statutory exception applies, Rochester Community Schools may not disclose information from student education records without the written consent of the student’s parent or guardian (or the written consent of the student if the student is eighteen (18) years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement shall be construed to modify the responsibilities of either party under any applicable state or federal law.

~~19.~~18. Any and all claims or disputes arising under or relating to this Agreement which are not resolved between the parties shall be resolved by arbitration, which shall be the sole and exclusive remedy for such matters. The parties expressly waive their right to seek remedies in court, including the right to trial by jury. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Each party shall be responsible for its own costs incurred in connection with arbitration, including but not limited to costs of legal representation. The arbitrator’s fees shall be shared equally by the parties. A judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction.

~~20.~~19. This Agreement shall be binding upon and inure to the benefit of the parties hereto.

~~21.~~20. This Amended Agreement is intended to, and hereby does, supersede and replace any and all prior agreements among the parties relative to the police-school liaison program.

City of Rochester Hills

Rochester Community Schools

By: \_\_\_\_\_

By: \_\_\_\_\_

Bryan K. Barnett  
Its: Mayor

Dr. Robert Shaner  
Its: Superintendent of Schools

City of Rochester

Oakland Township

By: \_\_\_\_\_

By: \_\_\_\_\_

Nik Banda  
Its: Interim City Manager

Dominic Abbate  
Its: Township Manager