

AMENDED AGREEMENT
POLICE-SCHOOL LIAISON PROGRAM

This Agreement, made this 2nd day of June, 1992, by and between the ROCHESTER COMMUNITY SCHOOLS, a Michigan School District, whose address is 501 W. University, 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 year to year basis, commencing September 1, a ten (10) month 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. To establish an Executive Committee comprised of the City of Rochester Hills Mayor, the City of Rochester City Manager, the Oakland Township Supervisor SUPERINTENDENT, and the Rochester Community Schools Superintendent. The Executive Committee shall be responsible for:

- a. Maintaining the program's philosophy of crime prevention through education and appropriate law enforcement practices.
- b. Oversight and administration of the police-school liaison program.
- c. Establishment and implementation of the goals and objectives for the

program, based upon the recommendation of the Steering Committee.

- d. Resolution of conflicts concerning program direction or content.
- e. Serving as liaison to the Oakland County Sheriff.
- f. Submitting an annual budget to the governing bodies of the participating agencies for approval.
- g. Recommending any changes to the Police-School Liaison Agreement.

3. To establish a non-partisan Steering Committee which is intended to be a representative group consisting eleven (11) members, with each of the parties hereto appointing the membership as follows:

- 1 City of Rochester Councilperson appointed by the Rochester City Council;
- 1 City of Rochester Hills Councilperson appointed by the Rochester Hills City Council;
- 1 Oakland Township Board member appointed by the Township Board;
- 1 Rochester Community Schools Board member appointed by the School Board;
- 1 Representative of the Oakland County Sheriff's Department ("O.C.S.D.") appointed by the commanding officer of the O.C.S.D. Rochester Hills contingent;
- 1 Representative of the City of Rochester administration appointed by the Mayor;

- 1 Representative of the City of Rochester Hills administration appointed by the Mayor;
- 1 Representative of the Oakland Township administration appointed by the ~~Supervisor~~ SUPERINTENDENT;
- 1 Representative of the School District Administration appointed by the Superintendent;
- 1 Elementary/Middle School PTA representative appointed by the PTA Council; and
- 1 High School PTA representative appointed by the PTA Council.

These members will constitute the voting members of the Steering Committee with each member having one vote.

The parties hereto, if all agree, may annually, at the time of approving a budget for the ensuing year, change the composition of the Steering Committee, except for the one member from each of the funding entities, without the necessity of formally amending this Agreement.

- a. The members of the Steering Committee shall not be paid for attending meetings.
- b. The Steering Committee shall have a recommending role and shall limit itself to:
 - (1) Reviewing, assessing and recommending program goals, objectives, and measurement methods and evaluation criteria for each program year.
 - (2) Developing and recommending an annual budget to the

Executive Committee.

(3) Advising and making recommendations to the Executive Committee regarding liaison officers.

(4) Providing advice on other issues as requested by the Executive Committee.

c. Meetings of the Steering Committee shall be held in compliance with the Michigan Open Meetings Act, as amended.

4. There shall be four (4) police-school liaison officers consisting of two (2) O.C.S.D. deputies provided through the City of Rochester Hills Law Enforcement Services Agreement with the O.C.S.D., and two (2) City of Rochester police officers who are 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.
- c. Report to and take direction from the Management Team.

5. Whereas, the officers are contracted to serve as school liaison officers from September 1 - June 30 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

6. A three-member Management Team comprised of the commanding officer of the O.C.S.D. 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.
- d. Provide feedback and reports to the Executive Committee.
- e. Provide an annual report, by June 15, for distribution to the Executive Committee, Steering Committee and the government agencies who are parties to this Agreement.

7. Whereas, the liaison officers are police officers first and whereas, they must work with many law enforcement departments such as:

Auburn Hills

Macomb County Sheriff's Department

Michigan State Police

Oakland County Sheriff's Department

Rochester City Police Department

- a. The respective departments will have jurisdiction over criminal complaints originating from the program affecting the above departments.
- 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.

8. 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 year shall be agreed to by all of the parties hereto by August 1 of each year.
- b. The Rochester Community Schools shall be responsible for the 19.6% of the cost.
- 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.

9. 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 10/12's of the cost to the City of Rochester Hills for a Sheriff's Deputy under the Law Enforcement Services Agreement that the City has with the Oakland County Sheriff's Department.

b. The contracting year for the City of Rochester Hills and the Sheriff's Department 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 ten month period.

c. The cost of materials and any other cost agreed to by the parties hereto.

10. 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 beginning September 1. The City of Rochester Hills shall pay Oakland County and the City of Rochester at such intervals as are required in the Law Enforcement Services Agreement for Sheriff's deputies.

11. 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 for a like period.

12. The officers involved in the program shall continue to be the employees of either the City of Rochester or the Oakland County Sheriff's Department, as the case may be, and shall not be employees of the Steering Committee or any 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.

13. The Rochester Community Schools shall provide office 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.

14. Acknowledgment is hereby given to the Rochester Community Schools for providing space, phone and related equipment and miscellaneous services in order to make the program a success, which space, equipment, and services are provided above the financial commitment required by this Agreement.

15. 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 Executive Committee.

16. This Agreement shall continue from year to 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 July 15 of any year. If one or more parties to this Agreement discontinue participation in the program, the other parties shall decide

whether or not to continue the program. Failure to give notice of the intention to discontinue participation in the program by July 15 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.

17. The percentage of the cost assigned to be paid by the Rochester Community Schools in subparagraph 8b, 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.D.

18. The City of Rochester and the Sheriff's Department 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.

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

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.

WITNESS:

ROCHESTER COMMUNITY SCHOOLS

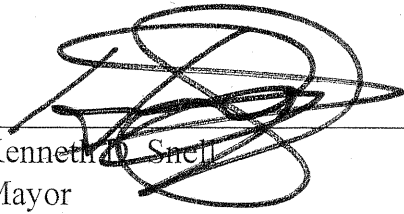
Paulette Morgan

By: John M. Schultz
Dr. John M. Schultz
Its: Superintendent of Schools

WITNESS:

CITY OF ROCHESTER HILLS

Charlotte Fairwell

By: 
Kenneth D. Snell
Its: Mayor

WITNESS:

CITY OF ROCHESTER

Kenneth Gho

By: David L. Katulic
David L. Katulic
Its: Mayor

WITNESS:

OAKLAND TOWNSHIP

Joan Fogler

By: Joan M. Buser
Joan M. Buser
Its: Supervisor

