

## AMENDED AND RESTATED COOPERATIVE AGREEMENT

File No. 95-0619LL

This Amended and Restated Cooperative Agreement is by and between the Board of Trustees of Delhi Township on behalf of the Delhi Township Police Department, (hereinafter, "Department") 934 Neeb Road, Cincinnati, OH 45233 and Oak Hills Local School District (hereinafter, "OHLSD"), 6325 Rapid Run Road, Cincinnati, OH 45233.

WHEREAS, there is a long standing history of mutual cooperation between Delhi Township and OHLSD; and

WHEREAS, Delhi Township and OHLSD desire to cooperate with each other in connection with the provision of one (1) school resource officer, presentation of the DARE Program and operation of a police substation for the mutual benefit of the Township, OHLSD and the community; and

WHEREAS, this Amended and Restated Cooperative Agreement ("Agreement") establishes the working partnership between Delhi Township, the Department and OHLSD in connection with the above stated purposes; and

WHEREAS, Ohio Revised Code Section 755.16 provides in relevant part that the parties may jointly operate and maintain community centers, may appropriate money therefore and may contribute such lands, money, personal property or services to the joint venture as may be agreed upon; and

WHEREAS, Ohio Revised Code Section 3313.95 provides in part that the parties may enter into a contract under which the Trustees assign one or more police officers to one or more of the school district's schools upon such terms and conditions set forth in the contract which shall be limited to assisting guidance counselors and teachers and working with students concerning the use of alcohol and drugs of abuse.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants set forth herein, the parties agree as follows:

1. The Department shall assign one (1) officer to serve as a School Resource Officer (hereinafter, "SRO") at Rapid Run Middle School

(hereinafter "RRMS"), Delhi Middle School (hereinafter "DMS"), C.O. Harrison Elementary School (hereinafter "COH") and Delshire Elementary School (hereinafter "DEL") in OHLSD on a full time basis. The SRO's regular workweek will be forty (40) hours, Monday through Friday. A work schedule shall be established by the Department that meets the needs and approval of OHLSD. The schedule may use "flex scheduling" as reasonably necessary to meet its needs. OHLSD will arrange any overtime hours for the SRO through the Department in accordance with established special duty procedures. The Department will continue to pay all wages and benefits due to the Officer serving as the SRO. The Department will provide a marked cruiser, as available, for the SRO to use.

2. This Agreement shall be in effect for each day of student attendance for the 2005-06 school year and continuing annually thereafter unless amended or terminated as provided herein. The Chief of Police and Assistant Superintendent/Operations will review this Agreement each year.
3. The SRO shall perform the following duties:
  - Protect the students, staff, and school plant;
  - Assist in the prevention of juvenile delinquency through close contact with students and school personnel;
  - Investigate delinquent acts within the school system and its neighborhood complex when school or student oriented;
  - Early detection of deviant behavior in students;
  - Participate as a resource person, for the district, in classrooms and assemblies;
  - Provide service to neighborhood merchants and residents in school related problems;
  - Provide the DARE Program;
  - Provide services to implement the School Attendance Program; and
  - Other duties as assigned by the Chief in consultation of OHLSD.
4. School affairs are supervised by school personnel designated by the OHLSD. The SRO should be available for advice, assistance, and

consultation, but those matters which are the exclusive concern of the school administration should be referred rather than handled by the SRO. Infractions of school rules, as opposed to violations of laws or crimes, should be handled at the school level.

5. The SRO shall remain at all times the Department employee subject to the Department policies and procedures. The SRO is first a police officer whose primary job is enforcement of the law. The SRO shall report directly to the Chief of Police regarding all matters relating to activities as the SRO. OHLSD Administration will coordinate the SRO's work assignments on days the SRO reports to each school. The SRO will extend cooperation to the principal of the schools in which the SRO is working. (a) The SRO will function as a security and educational resource person in cooperation with school personnel (but shall not perform duties for which an educator's license issued under Sections 3319.22-30 of the Ohio Revised Code is required). (b) School principals will continue to assume full responsibility for enforcement of school discipline and school rules and regulations. The SRO shall abide by and maintain the OHLSD's rules and regulations to the extent that they do not conflict with the Department policies and procedures, as amended from time to time. School Administrators and the Department's Chief of Police shall meet as necessary to address any conflicts or concerns regarding the Department's policies and procedures and the School's rules and regulations.
6. OHLSD shall pay the Township for the Department the sum of \$40,000.00 each school year during the term of this Agreement, which funds shall be appropriated annually. The payment will be made according to the following schedule:
  - Payment #1 of \$20,000.00 – September 30<sup>th</sup> of each year
  - Payment #2 of \$20,000.00 – April 30<sup>th</sup> of each year

NOTE: For the 2005-06 school year only, the sum of \$15,000.00 shall be paid on or before September 30, 2005 with the balance of \$25,000.00 to be paid on or before April 30, 2006.

7. The OHLSD and the Department will participate in the selection process in selecting the SRO's and shall mutually agree upon the appropriate police officer for each school. The Chief of Police will make all appointments.
  - 7A. The Chief of Police may dismiss or reassign a SRO based on Department guidelines and/or general order, and when it is in the best interest of the Township.
  - 7B. If the OHLSD is dissatisfied with the performance of a SRO officer, the OHLSD shall contact the Chief, who shall reassign the officer upon the reasonable request of the OHLSD.

The OHLSD also acknowledges and agrees that the Department may temporarily deploy the Officer serving as the SRO without prior notice in case of an emergency. In such event, the Department will return or temporarily replace the SRO as soon as practicable under the circumstances.

8. The District agrees to provide suitable office space and furniture for use by the Department and SRO. The District agrees to provide all office and instructional materials and supplies as may be reasonably necessary for the SRO to perform assigned duties. The office shall also be utilized as a police substation consistent with current community-oriented policing philosophies which allow the police to become more accessible and "partner" with the residents of the area.
9. Either party may terminate this Agreement by giving sixty (60) days written notice of the date of termination to the other party. In case of early termination, the payment required under Paragraph 6 shall be prorated to the date of termination.
10. Nothing in this Agreement shall abrogate or modify any rights or responsibilities under Ohio Revised Code Chapter 2744.

11. This Agreement contains the entire agreement of the parties. It may not be modified orally but only by agreement signed by all parties.
12. Nothing herein shall divest the OHLSD of management and control of its schools or restrict the Township in the provision of police services. The parties shall retain their full, respective ownership interest in lands or personal property contributed or utilized in the furtherance of this Agreement.
13. Each party shall obtain and keep in force during the term of this Agreement:
  - 13A. Fire and extended casualty insurance for their respective facilities;
  - 13B. Comprehensive, general liability insurance, in the combined single limit of not less than a million dollars. The foregoing insurance will be obtained from insurers of recognized responsibility, licensed to do business in the State of Ohio.
14. Any notice desired or required under this Agreement shall be addressed to the Township at the address first above written, ATTN: Administrator, and to the OHLSD at the address first above written, ATTN: Superintendent.
15. This Agreement shall be binding upon the parties hereto, their successors and permitted assigns.
16. This Amended and Restated Cooperative Agreement supersedes the Cooperative Agreement authorized by the Board of Trustees at its Resolution 2004-32 and by the Board of Education of the Oak Hills Local School District at its Resolution 79-04.

IN WITNESS WHEREOF, the OHLSD and the DEPARTMENT have signed this AGREEMENT on the dates indicated below by their duly authorized agents.

**THE BOARD OF EDUCATION  
OAK HILLS LOCAL SCHOOL  
DISTRICT**

DATE: December 5<sup>th</sup> 2005

Resolution No. 212-05



By: Janice Hunter,  
Its: School Board President

**BOARD OF TRUSTEES OF DELHI  
TOWNSHIP**

DATE: \_\_\_\_\_

Resolution No. \_\_\_\_\_



By: Michael D. Davis,  
Its: Board President

**ACKNOWLEDGED AND AGREED:  
DELHI TOWNSHIP POLICE  
DEPARTMENT**

DATE: 1/11/06



By: John D. Coletta,  
Its: Police Chief