

**MEMORANDUM OF UNDERSTANDING BETWEEN MID-AMERICA TECHNOLOGY
CENTER AND MCCLAIN COUNTY TO PROVIDE A DEPUTY SHERIFF FOR ON-
CAMPUS LAW ENFORCEMENT SERVICES**

This Memorandum of Understanding ("Agreement"), including Exhibits A and B, entered into between Mid-America Technology Center ("Mid-America") and McClain County ("County") shall be effective upon the date the final part affixes its signature hereto, but shall not be enforceable until August 1, 2021, and is based upon the following understandings and assumptions:

WHEREAS, Mid-America has a large campus not situated in an area with available local law enforcement and believes that having a dedicated school officer on campus during the school year, August 1, 2021 through May 31, 2022, would benefit the school and the community; and

WHEREAS, the McClain County Sheriff concurs that law enforcement presence on the Mid-America campus would be beneficial to the faculty, staff and student body of Mid-America as well as the local citizens in the Wayne, Oklahoma, area; and

WHEREAS, the McClain County Sheriff lacks the resources to bear the expense of placing a Sheriff's Deputy on campus at Mid-America; and

WHEREAS, Mid-America has resources to devote to the cost of placing a law enforcement officer on campus during the school year and believes that the benefits thereof will inure to both parties.

NOW THEREFORE, in consideration of covenants given and received, the Parties agree as follows:

COUNTY OBLIGATIONS

1. County will assign a fully trained and CLEET certified Deputy Sheriff to patrol the Mid-America campus, including inside and outside patrol as directed by Mid-America administrators in consultation with the McClain County Sheriff.
2. The Deputy assigned to Mid-America shall work on the Mid-America campus beginning August 1, 2021, and continuing through May 31, 2022, with daily work hours beginning at 7:30 a.m. and concluding at 4:00 p.m., Monday through Friday, excepting school holidays. The Deputy assigned hereunder shall have a thirty (30) minute lunch break.
3. The Deputy assigned to Mid-America shall accurately report his time to the person from Mid-America assigned to keep such records and transmit them to McClain County for payroll purposes. County personnel shall provide any required payroll or other forms to Mid-America.

4. The Deputy assigned shall be an employee of McClain County with full time employee benefits and subject to the rules and regulations of both the McClain County Employee Handbook and the policies and procedures of the McClain County Sheriff.

5. County shall provide name and contact information to Mid-America for the person within the Sheriff's Office who will be the primary contact with Mid-America for sharing information regarding this Agreement.

MID-AMERICA OBLIGATIONS

1. Mid-America shall provide four thousand four hundred seventy-six dollars and fifty-four cents (\$4,476.54) monthly for ten (10) months to cover salary and benefits of the Deputy assigned to Mid-America. Mid-America may, at its option, pay the contract amount as a lump sum of forty-four thousand seven hundred sixty-five dollars and forty cents (\$44,765.40), provided such sum must be paid to McClain County in advance of the cutoff date for August, 2021, payroll.

2. Mid-America shall provide name and contact information to McClain County Sheriff of the Mid-America person with whom the County can coordinate all communication regarding the Deputy assigned to Mid-America hereunder.

3. Mid-America shall verify with the person identified by the County all procedures attendant to payroll processing in order that revenue be available at the proper time to ensure timely processing of the assigned Deputy's payroll.

4. Mid-America shall work with the County Sheriff or his designee to create the daily assigned duties for the assigned Deputy but shall also allow the Deputy to use his or her judgment and discretion as a sworn law enforcement officer in making decisions regarding the safety of everyone on the Mid-America campus.

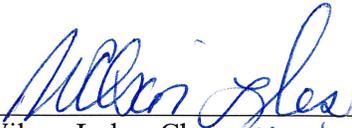
GENERAL PROVISIONS

1. **TERM.** This Agreement shall be binding upon the date the last party affixes his signature hereto and shall be effective beginning August 1, 2021 through May 31, 2022, unless modified by the parties in writing.

2. **MODIFICATION/RENEWAL.** This Agreement may be modified upon such terms as the parties agree. Provided, all modifications shall be in writing and signed by the Parties.

3. **CHOICE OF LAW.** This Agreement shall be governed by and construed according to Oklahoma law.

AGREED THIS 26TH DAY OF APRIL, 2021, BY McCLAIN COUNTY BOARD OF COUNTY COMMISSIONERS AND McCLAIN COUNTY SHERIFF

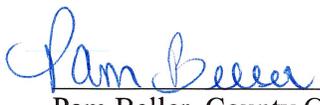

Wilson Lyles, ~~Chair~~ Member


Landy Offolter, McClain County Sheriff


Glen Murray, Member


Terry Daniel, ~~Member~~ Chair

ATTEST:


Pam Beller, County Clerk



DATE: 4-26-21

APPROVED:


Kristina L. Bell, Assistant District Attorney

AGREED THIS _____ DAY OF _____, 2021, BY THE MID-AMERICA TECHNOLOGY CENTER BOARD OF EDUCATION

Mike Hancock, President

Michael Dillinger, Vice-President

Joe Ray, Member

Donna Stokes, Member

ATTEST:

Doyle Greteman, Member and Clerk

DATE: _____

APPROVED:

Legal Counsel, Mid-America Technology Center

Exhibit A
COUNTY DEPUTY DUTIES

1. The primary function of the COUNTY deputy serving as law enforcement personnel under the Agreement shall be to ensure the safety of the students and faculty and provide campus security. Specifically, the deputy shall assist in limiting access to the school grounds to authorized persons; provide police protection of school property, personnel, and students; investigate criminal acts on school grounds; and serve as a liaison between the school, police department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system.
2. A MATC school administrator, such as a principal, or designee, shall retain authority regarding all school issues. The COUNTY deputy shall determine all law enforcement issues. The deputy shall communicate with the school administration regarding all law enforcement incidents on campus or at school related activities.
3. The COUNTY deputy shall participate in mandatory training under state law and/or COUNTY policy. The deputy should also participate in reasonable training programs provided by MATC that directly impact ability and skills as a law enforcement officer at a school.
4. The COUNTY deputy shall be available as a resource to provide information on topics on which the officers have special competence due to their law enforcement training. The deputy shall also attempt to identify and counter deviant behavior and any other behavior that would be disruptive or unsafe to the students, faculty, or district property.
5. The COUNTY deputy shall be visible in a public relations role in order to provide a highly visible crime deterrent on school property in order to effectively promote security and order in the schools.
6. The COUNTY deputy shall attempt to provide guidance and direction for students, parents, and staff when appropriate, to work with the school administrators to resolve school-police problems, and to work with parents of troubled youth.
7. The COUNTY deputy shall not enforce MATC regulations or rules unless the violation of such rule or regulation constitutes a violation of a federal, state, or municipal law.
8. Nothing in this Agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system or the use of law enforcement officers to handle or supplement calls for service. Use of 9-1-1 is encouraged for emergency calls even if the COUNTY deputy assigned to the campus is also called.
9. Except in an emergency, the COUNTY deputy should not be called away from the campus to handle incidents as this may be disruptive to the school environment. The deputy may

be contacted and may respond as soon as possible to assist other COUNTY officers when reasonably necessary to provide public safety.

10. The COUNTY deputy shall maintain a close liaison with COUNTY officers who are not assigned to the MATC campus and other law enforcement officers, as needed. The deputy shall exchange information regarding suspects, incidents, and potential problems to ensure reasonably consistent enforcement from officer to officer to the extent permitted by law.

11. The COUNTY deputy may be required to meet with school officials and the building level administrators of the school to which he or she is assigned during contract hours to discuss incidents, potential problems, and issues. The primary purpose of these meetings will be to increase the effectiveness of the services provided by the COUNTY under this Agreement.

12. COUNTY reserves the right to assign the deputy to a non-school function or issue in the event of an emergency or situation that dictates a call-up of sheriff personnel as directed in COUNTY policy and procedures. An emergency situation may include a tornado, wildfire, etc.

Exhibit B
Law Enforcement Personnel and School Discipline

The purpose of this Memorandum of Understanding (MOU) is to establish a collaborative agreement on school security and school discipline to guide and define the relationship between Mid-America Technology Center ("MATC") and the Board of County Commissioners of McClain County, on behalf of the McClain County Sheriff's Office ("COUNTY") (collectively referred to as "the Parties") in the role of COUNTY law enforcement personnel ("Deputy") assigned to a School Site pursuant to this Agreement.

The Parties acknowledge that law enforcement plays an essential role in maintaining safety in the community and at MATC. However, the use of arrests and referrals to the criminal justice system for minor or typical school behaviors can adversely affect students and erode confidence in and respect for both the school administration and law enforcement. The Parties have developed this guidance to ensure a consistent approach to law enforcement and school discipline that emphasizes cooperation in the handling of school-based student misbehavior. Emphasis is placed on handling incidents uniformly while ensuring that each case is addressed on an individualized basis. The manner in which each incident is handled is dependent upon many factors unique to each child. This includes, but is not limited to, behavioral history, present circumstances, disciplinary record, academic record, general demeanor and disposition toward others, disability, special education status, and other factors. Accordingly, the Parties concur that students involved in the same incident or similar incidents may receive different and varying responses depending on the factors and needs of each student.

To address these issues and ensure that all students have access to a safe and productive learning environment, the Parties agree that cooperation is essential. Among other benefits, committed cooperation can enhance appropriate responses and use of resources when responding to school-based misbehavior. For purposes of this MOU, student misbehavior is considered to be breaches of the Code of Student Conduct, disruptions, and other minor infractions or omissions by a student that occurs on school grounds, school transportation, or during a school sponsored or related event.

Responding to Student Misbehavior

In the event a student misbehaves, the school principal and their designees will be the primary source of intervention and disciplinary consequences. The Deputy is responsible for criminal law issues-not school discipline issues. The Code of Student Conduct provides detailed information on consequences and interventions and shall guide the response to particular types of misbehavior. In addition, school officials should make reasonable efforts, where applicable, to connect students to school or community-based support services, such as counseling, mentoring, or extra-curricular activities.

Many types of minor student misbehavior may technically meet the statutory requirements for non-violent misdemeanors (e.g. theft, vandalism, disorderly conduct, loitering, incidents relating

to alcohol, threats, harassment, etc.) but may be handled outside of the criminal justice system. Absent a real and immediate threat to students, teachers, or public safety, incidents involving public order offenses such as those above and including disturbance/disruption of school or public assembly; trespass; loitering; profanity; and fighting that does not involve physical injury or a weapon, may be considered school discipline issues to be handled by school officials, rather than criminal law issues warranting formal law enforcement intervention (e.g., issuance of a criminal citation, ticket, or summons; filing of a delinquency petition; referral to a probation officer; or actual arrest) as may be appropriate on a case-by-case basis. Behavior that rises to the level of a felony offense is not included within this category.

All individuals involved in school discipline decisions shall consider the surrounding circumstances, including the age, history, disability or special education status, and other factors that may have influenced the behavior of the student, the degree of harm caused, and the student's genuine willingness to repair the harm and accept responsibility for the student's actions.

The Deputy will avoid arresting students at school, where possible, unless the student poses a real and immediate threat to students, teachers, or public safety, or a judicial warrant specifically directs the arrest of the student in a school. MATC building level administrators shall be consulted prior to an arrest of a student where practicable, and the student's parent or guardian, if a minor, shall be notified of a child's arrest as soon as practicable.

Further Incidents

Repeated incidents of non-violent misdemeanors shall result in graduated levels of school-based interventions and consequences by the administrators on campus, according to the Code of Student Conduct, and referral to law enforcement for certain incidents.

Student Rights

Absent a real and immediate threat to students, teachers, or public safety, the Deputy may conduct or participate in a search of a student's person, possessions, or locker only where there is probable cause to believe that the search will reveal evidence that the student has committed or is committing a criminal offense.

- The Deputy shall inform school administrators prior to conducting a probable cause search where practicable.
- The Deputy shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.

A school official may conduct a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school, and the search is justified in scope given such suspicion.

- Absent a real and immediate threat to students, teachers, or public safety, a school official shall not ask a Deputy to be present or participate in such a search.

Absent a real and immediate threat to students, teachers, or public safety, a Deputy may question or participate in the questioning of a student about conduct that could expose the child to court-

involvement or arrest only after informing the child of Miranda rights and only in the presence of the child's parent or guardian.

It is the policy of COUNTY to investigate all complaints against it, or of alleged misconduct by one of its officers, to equitably determine whether the allegations are valid or invalid, and to take appropriate action. Any student, parent, teacher, and principal or other school administrator may submit a complaint, orally or in writing, of abuses or misconduct by a Deputy to COUNTY.

- Parents shall be permitted to submit a complaint in their native language.
- The complaint system must be confidential and protect the identity of the complainant from the Deputy to the extent consistent with the Deputy's due process rights.
- Complaints shall be investigated and resolved, and complainants shall be furnished with a written explanation of the investigation and resolution.

The Deputy shall maintain activity reports and submit monthly summaries of these reports to district-level school administrators and the relevant law enforcement agency. The monthly summaries shall include the numbers and descriptions of all incidents or calls for service; names of school officials involved (referring teachers, principals, etc.); student searches; student questioning; tickets, citations, or summonses; filing of delinquency petitions; referrals to a probation officer; actual arrests; and other referrals to the juvenile justice system.

Discretion of Law Enforcement

Nothing in this MOU is intended to limit the discretion of law enforcement. Deputies responding to an incident or consulting with school officials are encouraged to use their discretion in determining the best course of action, especially when using alternatives to arrest. While the option to use the criminal justice system is available for many incidents, the totality of the circumstances should be taken into consideration, and any less punitive alternatives that ensure the safety of the school community should be considered.