

**INTERLOCAL AGREEMENT
BETWEEN CLINTON PUBLIC SCHOOLS AND
THE CITY OF CLINTON FOR IMPLEMENTATION AND OPERATION
OF A SCHOOL RESOURCE OFFICER PROGRAM**

This Agreement is entered into this _____ day of August, 2021, between the City of Clinton, a municipal corporation, hereinafter referred to as "CITY" and Independent School District No. 99 of Custer County, Oklahoma a/k/a Clinton Public Schools, hereinafter referred to as "CPS". Together, CITY and CPS shall be referred to as the "Parties".

WHEREAS, the City of Clinton is a charter municipality vested with the power to enter into contracts by Title 11, Section 22-101 of the Statutes of the State of Oklahoma, and CPS is an independent school system with the powers of a corporation, including the authority to contract, by Title 70, Section 5-105 of the Statutes of the State of Oklahoma.

WHEREAS, CPS and CITY have jointly considered and studied the needs of the school district and the City of Clinton and believe that implementing and operating a School Resource Officer Program can provide a positive benefit to both the citizens of the City of Clinton and CPS students; and

WHEREAS, it is mutually beneficial for the parties to enter into an agreement which establishes the duties, assignments, responsibilities, and obligations of the School Resource Officers, the CITY, and CPS; and

WHEREAS, to effectuate the purposes stated above, this Agreement is executed.

NOW, THEREFORE, IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and the mutual covenants and agreements contained herein, the parties agree as follows:

I.

TERM OF THE AGREEMENT

1. The term of this Agreement shall be for an initial period of five years, subject to the annual appropriation of funds by the Parties, beginning with the 2021/2022 school year for the Clinton Public Schools. Subject to the appropriation of funds by the Parties, this Agreement shall be renewed automatically for subsequent five year terms.

II.

SCOPE OF AGREEMENT

1. The City and CPS agree to partner to implement and operate a School Resource Officer Program. This Program shall place at least one (1) commissioned Clinton Police Department Officers in schools operated by CPS and equip those officers. The terms of this partnership shall be governed by this Agreement.
2. The CITY shall provide at least one (1) employees all of which will be certified, commissioned police officers of the City of Clinton Police Department for the School Resource Officer Program to be assigned as to the security of CPS school facilities under the terms of this agreement.

3. The CITY agrees that the vehicles utilized by the School Resource Officers shall be marked, fully equipped Clinton Police Department patrol cars. One marked vehicle will be present at each school while a School Resource Officer is on duty at that location.
4. School Resource Officers will work with CPS personnel on a cooperative basis. In addition to law enforcement functions, the School Resource Officers will be available to provide counseling, education and public speaking services as requested by CPS administration or its designated agents.

III.

COMPENSATION

1. The CITY and CPS agree to fund the School Resource Officer Program as provided for in this section.
2. As compensation to the CITY for the Services, CPS agrees to pay the CITY the following:
 - a. An annual fee for the period of July 1, 2021 through June 30, 2022 a total of \$35,000.00. Payment shall be made quarterly in advance of the Services.
3. The cost of the program shall be reviewed annually prior to the budgeting sessions of both the CITY and CPS. If it is found that the cost of the program has increased the Parties agree to continue to jointly fund the Agreement while negotiating any increased costs. Prior to May 1st of each subsequent one year term of the Agreement, the CITY shall notify CPS of increased costs of the program, if any, and provide documentation that supports the increase. CITY and CPS personnel shall meet to discuss these projected costs in order to agree on cost-sharing for the subsequent one year term of the Agreement. These meetings shall be held prior to the adoption of both the CITY and CPS budgets for the year.
4. In the event a School Resource Officer is absent due to sick leave, training, subpoena or court appearance, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave, CPS shall not be relieved of its obligation to pay the entire amount described above. Provided, however, if a School Resource Officer is absent more than five (5) consecutive school days, the School Resource Officer shall be replaced by another Clinton Police Officer qualified to perform the duties of the School Resource Officer or payment shall be reduced on a prorated basis.

In the event that the CITY finds it necessary to reassign one or more School Resource Officers due to a citywide or major emergency for more than five (5) consecutive school days, payment for services shall be reduced on a prorated basis.

IV.

INDEPENDENT CONTRACTOR

1. The CITY is and at all times shall be deemed an independent contractor and shall be wholly responsible for the way CITY performs the services required by the terms of the Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the CITY and CPS or any of CITY's agents or employees. The CITY assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. The CITY, its agents and employees, shall not be entitled to any rights or privileges of CPS employees, beyond those required for the performance

of their School Resource Officer duties, and shall not be considered in any manner to be CPS employees.

2. While CPS will not directly supervise the School Resource Officers in the day-to-day performance of their duties, CPS may provide input to the CITY regarding the personnel assigned under this Agreement. If CPS objects to the assignment of any personnel to its campuses, CPS will review those objections with a designated representative of the CITY for final resolution of the objections.
3. The CITY and CPS will work cooperatively to provide the best working relationship possible between the parties to ensure that the needs of the individual schools, students, principals and school staff, and School Resource Officers are met. This includes meetings between principals and the School Resource Officer supervisor as needed to facilitate scheduling and operation of the program. The Chief of Police will be the point of contact for the CITY for routine questions, scheduling, and day to day operations of the program.

V.

ADDITIONAL PERSONNEL

1. In addition to the School Resource Officers assigned according to Section I, Paragraph 2 above, CPS, at its option, shall have the right to engage off-duty Clinton Police Department (CPD) personnel for special events, sporting events, or other school-related activities as CPS deems necessary. Any off-duty CPD personnel not designated as a School Resource Officer under this Agreement will be considered an CPS employee or independent contractor during the period of engagement to be compensated directly by CPS as arranged between CPS and the off-duty CPD personnel so engaged.
2. In addition to the personnel to be provided by CITY, CPS, at its option, shall have the right to engage personnel to provide private security services, including private security services provided through a private security company. In the event CPS elects to engage private security services either through CPD employees or through a private security service, the private security services will be coordinated with the CPD personnel. Nothing in this Agreement shall create liability on the part of CITY or CPS for personnel hired under this Section.

VI.

GENERAL DUTIES

1. The CITY and CPS Staff have worked together to create a list of general duties for the School Resource Officers which outlines the officers' duties and is hereby incorporated by reference into this Agreement as Attachments "A" and "B".

It is anticipated that, as the School Resource Officer Program is developed over the subsequent terms of this Agreement, it may be necessary to amend Attachments "A" and "B" to better reflect the scope of the general duties for the School Resource Officers. For that reason, the Police Chief of the CITY and the Superintendent of CPS are hereby authorized to make written, mutually agreed upon amendments to Attachments "A" and "B" as necessary to continue to provide a high level of service to the citizens of the City of Clinton.

2. School Resource Officers, during the summer months while school is not in session, shall be assigned by the CPD to complete training and to other police department responsibilities. School

Resource Officers shall also be available for events in the schools during the summer upon notice from CPS.

VII.

INSURANCE

1. The CITY shall provide workers' compensation insurance in the amount required by Oklahoma law for all employees engaged in work as a School Resource Officer under this Agreement.

VIII.

TERMINATION AND ASSIGNMENT

1. This Agreement may be terminated by either Party at its sole option and without prejudice by giving sixty (60) days written notice of termination to the other Party.
2. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other Party to this Agreement.

IX.

DISPUTE RESOLUTION AND VENUE

1. In the event both Parties are unable to jointly resolve a dispute arising from the implementation and operation of the School Resource Officer Program, then the final decision specific to that dispute will be submitted for resolution to the City Manager of CITY and the Superintendent of CPS. In the event the City Manager of CITY and the Superintendent of CPS are unable to jointly resolve any such dispute, then the matter will be submitted within thirty (30) days to a third party mediator. In the event the mediation is unsuccessful in resolving any dispute arising from the implementation or operation of the School Resource Officer Program, then each party has the option to file suit.
2. All obligations of each party to this Agreement shall be performed in Custer County, Oklahoma. The laws of the State of Oklahoma shall govern the interpretation, validity, performance, and enforcement of this Agreement, and the exclusive venue for any legal proceedings involving this Agreement shall be Custer County, Oklahoma.

X.

NOTICES

1. Any notice to be given by CITY to CPS hereunder shall be deemed to be properly served if deposited in the United States mail, postage prepaid, addressed to: Superintendent, Clinton Public Schools, _____, Clinton, Oklahoma, 73601.
2. Any notice to be given hereunder by CPS to CITY shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid addressed to: Police Chief, City of Clinton, _____, Clinton, Oklahoma, 73601 with a copy to the City Manager.

XI.

SEVERABILITY

1. If any provisions of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions, or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

XII.

HOLD HARMLESS CLAUSE

1. To the extent allowed by law, CPS does hereby agree to waive all claims against, release, and hold harmless CITY and all of its officials, officers, agents, employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
2. To the extent allowed by law, CITY does hereby agree to waive all claims against, release, and hold harmless CPS and all of its officials, officers, agents, employees, in both their public and private capacities, for any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
3. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean that each party shall only be responsible for the actions of each party's own employees, officials, officers, and agents. The Parties agree that they have not waived their sovereign immunity by entering into and performing its obligations under this Agreement.

XIII.

ENTIRE AGREEMENT

1. This Agreement shall be binding upon the parties hereto, their successors and assigns, and constitutes the entire Agreement between the parties. No other Agreements, oral or written, pertaining to the performance of this Agreement exists between the parties. This Agreement can be modified only by an Agreement in writing, signed by both of the parties.

Executed this _____ day of _____, 2021.

CITY OF CLINTON

CLINTON PUBLIC SCHOOLS

By _____
David Berrong, Mayor

By _____
_____, President
Board of Education

ATTEST:

City Clerk

ATTEST:

_____, Clerk
Board of Education

Attachment A
School Resource Officer (SRO) Duties

1. The primary function of the School Resource Officer (SRO) shall be to insure the safety of the students and faculty and provide campus security. Specifically, the SRO 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, the police department, juvenile officials, probation officials, courts, and other agencies of the juvenile justice system.
2. The Principal, or designee, shall retain authority regarding all school issues. The SRO shall determine all law enforcement issues. The SRO shall communicate with the Principal regarding all law enforcement incidents on the campus or at school related activities. The SROs are solely responsible to the Chief of Police but shall work directly and in cooperation with the Principal of the school to which they are assigned.
3. The SRO shall participate in mandatory training set out by state law and/or CPD policy. The SRO should also participate in reasonable training programs provided by CPS that directly impact their ability and skills as SROs.
4. The SRO 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 SRO 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 SRO shall make themselves visible in a public relations role in order to provide a highly visible crime deterrent in school property in order to effectively promote security and order in the schools.
6. The SRO 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 SRO shall not enforce CPS regulations or rules unless the violation of such rule or regulation constitutes a violation of a state law or city ordinance.
8. Nothing in this agreement shall limit or eliminate the need to utilize the 9-1-1 reporting system, or the use of CPD district police officers to handle or supplement calls for service. Use of 9-1-1 is encouraged for emergency calls even if an SRO is also called.
9. Except in an emergency, SROs should not be called away from their assigned school to handle incidents, as this may be disruptive to the teacher/SRO/student relationship. SROs may be contacted and may respond as soon as possible to assist CPD district officers when reasonable to assist with providing public safety.

10. SROs shall maintain a close liaison with the CPD officers around their assigned schools. They 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. SROs may be required to attend SRO meetings during contract hours to discuss incidents, potential problems, and issues surrounding the SRO program. The primary purpose of these meetings will be to increase the effectiveness of the SRO program.
12. The CPD reserves the right to assign SROs to a police function in the event of an emergency or situation that dictates a call-up of police personnel as directed in CPD policy and procedures. An emergency situation may include a tornado, wildfire, etc.

Attachment B
School Resource Officers 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 Clinton Public Schools (the “District”) and the City of Clinton (“Clinton”) (collectively referred to as “the Parties”) in the use of School Resource Officers (“SRO” or “SROs”). The Parties acknowledge that law enforcement plays an essential role in maintaining safety in the community and in the District. 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. SROs are 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 action.

SROs will avoid arresting students at school, where possible, unless the child poses a real and immediate threat to student, teacher, or public safety, or a judicial warrant specifically directs the arrest of the student in a school. School principals shall be consulted prior to an arrest of a student where practicable, and the student's parent or guardian 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 student, teacher, or public safety, an SRO 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 SRO shall inform school administrators prior to conducting a probable cause search where practicable.
- The SRO 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 an SRO to be present or participate in such a search.

Absent a real and immediate threat to students, teachers, or public safety, an SRO 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.

Accountability

The school district and Clinton Police Department shall maintain annual publicly available data, in compliance with the Oklahoma Open Records Act, without disclosing personally identifiable information, documenting the following:

- Number of incidents resulting in a juvenile arrest for conduct on school grounds or at a school-sponsored event, broken down by school; offense; arrestee's age, grade level, race, sex, and disability status; and disposition/result;

- Number of incidents resulting in other forms of law enforcement intervention --- including searches and seizures by SROs; questioning by SROs; issuance of a criminal citation, ticket or summons; filing of a delinquency petition and referral to a probation officer—for juvenile conduct on school grounds or at a school-sponsored event, broken down by school; offense or reason; type of law enforcement intervention; juvenile's age, grade level, race, sex, and disability status; and disposition/result;
- Number of suspensions or other disciplinary consequences imposed on students, broken down by school; offense/infracton; student's age, grade level, race, sex, and disability status; and disciplinary consequence imposed;
- Policies, and protocols governing the SRO program;
- Number of SROs deployed to each school;
- Training materials for SROs; and
- Number and types of complaints lodged against SROs.

It is the policy of the Clinton Police Department to investigate all complaints against it, or of alleged SRO misconduct, to equitably determine whether the allegations are valid or invalid, and 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 SROs to the Clinton Police Department.

- 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 SRO to the extent consistent with the SRO's due process rights.
- Complaints shall be investigated and resolved, and complainants shall be furnished with a written explanation of the investigation and resolution.

Every student, parent, and guardian in the school system shall be informed of the complaint procedure through the District's customary means of communicating information to students and parents.

School Mission and SRO Role

As emphasized above, the involvement of SROs is to improve school safety and the educational climate at the school, not to enforce school discipline or punish students. Accordingly, building-level school administrators shall be consulted when a SRO is deployed to the school.

The SRO shall meet with building-level school administrators, teachers, parents, and student representatives at least annually to discuss issues of school safety. Similarly, the SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate and through participation in relevant school training.

The SRO Supervisor 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, for each SRO, 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.

Absent a real and immediate threat to students, teachers, or school safety, and absent the situations described above where formal law enforcement intervention is deemed appropriate by the SRO, building-level school administrators shall have final authority in the building over matters of school discipline.

Discretion of Law Enforcement

Nothing in this MOU is intended to limit the discretion of law enforcement. Officers 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.

Professional Development

Every SRO shall receive at least 40 hours of pre-service training and 8 hours of annual in-service training on some or all of the following topics:

- Child and adolescent development and psychology;
- Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
- Children with disabilities or other special needs; and
- Cultural Competency.

These guidelines shall be reviewed at least annually to ensure that they remain timely, effective, and fully correlated to an educational environment that is secure while tolerant of students' learning and testing of school and community expectations and boundaries.