

Memorandum of Understanding
Between the
City of Warrensburg, Missouri and
The Warrensburg R-VI School District
For the School Resource Officer Program

This Memorandum of Understanding is entered into under the provisions of section 70.210 et seq. RSMo.

Purpose of Memorandum of Understanding: This memorandum of understanding (MOU) is executed between the Warrensburg R-VI School District (District) and the City of Warrensburg (City) to state the terms and conditions for continuing a School Resource Officer (SRO) program for the 2020-2021 school year. The District and City agree to abide by the terms and provisions of this document.

Purpose of the SRO: The SRO position has been established to provide for the assignment of Police Officers to serve the schools in the district. The primary mission of the SRO is to reduce the number of incidents of delinquency in the community by addressing drug, alcohol, youth violence, and other youth issues in an educational environment. In addition, SROs will provide a variety of educational opportunities to the school community, provide informal information and advice to students and parents, and provide a positive law enforcement presence in the school community.

The SROs are uniformed officers employed by the City of Warrensburg who perform a variety of duties within the school, including, but not limited to the following:

- Raise student, faculty, staff, and parent awareness of the relationship between criminal behaviors (drugs, alcohol, weapons, and violent acts) and their legal consequences.
- Educate students about alternatives to violent behavior.
- Create a positive rapport between students and the SROs to take preventative steps whenever possible to maintain a safe school environment.
- Use his/her knowledge and skills to work with at-risk students to educate and prevent behaviors leading to suspension and police referral.
- Actively and visibly participate in the District's academic, social, and emotional support programs.
- Be recognized as an integral part of campus security planning and the security implementation process.
- Be a highly visible and approachable member of the District staff.
- Provide responsive, general law enforcement duties such as incident response, incident investigation and follow-up, traffic control, and crowd control.
- Obtain and maintain specialized training specific to policing in an educational environment and be well versed on laws specific to the assignment.
- Gather and maintain required statistical data for the overall review of the SRO program.
- Assist in character education programs; and,
- Provide annual intruder response training for staff.

Administration: The City shall assign, subject to the provisions of this Agreement on staffing, four commissioned Police Officers to the District on a full-time basis during the teaching staff school year as SROs, on a schedule agreed to by the City and the District. The City and District agree to designate a member of their respective administrative

staffs to serve as liaisons between the two organizations and to coordinate the activities and functions of the SROs. The City representative shall normally be the Patrol and Operations Lieutenant. The District representative will be an Assistant Superintendent of Schools or such other administrator as may be designated by the Superintendent or Board of Education.

Officer Selection: The City and the District agree to participate jointly in the selection process of SROs. The selected officers will be POST (Peace Officer Standards Training) certified law enforcement officers. The SRO shall be solely an employee of the City, and final authority to hire, fire, and assign officers shall remain with the City. The City shall assign an officer who is acceptable to the District and shall not assign an officer with whom the District has opposition. The assignment of an officer to the SRO position and the continuation of that assignment shall be jointly decided by the City and the District.

Work Schedule: The SROs are expected to be available for work assignments when school is in session. In cases of emergency, the SROs may be required to leave the school to handle serious calls in the community. Additionally, if extreme personnel shortfalls prevent the City from providing normal police patrol protection, the SROs may be temporarily reassigned to standard law enforcement duties. The City shall make every attempt to not reassign the SROs and to remedy any shortfall as soon as possible. In repeated cases, adjustments to District funding of the position will be made. In the event either of these situations should become necessary, the supervising law enforcement person shall contact the school's contact person or designee. Requests for vacation, holidays, and days off will be submitted well in advance. SROs will not take extended vacation during the school year.

The SROs shall be scheduled to work in and around the District and District facilities during the normal school year. When school is not in session, the SROs shall report to the City, and perform the remaining work time on police duties as assigned and scheduled by the City.

To the extent reasonably possible, the SROs shall be scheduled to work a 40-hour work schedule weekly. If either the City or the District schedules the SRO for more than 40 hours in a week, that agency shall be responsible for paying the full salary and benefit costs associated with any hours worked over 40 hours; provided, that the District shall receive prior notice of and have the right to decline any SRO services that would require the District to pay for work in excess of a total of 40 hours in any one week. The District shall notify the City of any variations in the normal work schedule established for the SRO, including special events.

Management and Supervision: Nothing in this agreement is intended to, nor does it establish a joint employment relationship. The SROs shall remain at all times employees of the City and shall administratively operate under the management, policies, and procedures of the City. Disciplinary action shall be the sole responsibility of the City. The City shall be responsible for payroll, benefits, uniforms, equipment, police training, and all other personnel related issues. The District shall be responsible for District recommended training, enrollment fees, travel, lodging, and meal expenses.

The personnel evaluation of SROs shall be the responsibility of the City. The District will be asked to contribute feedback relative to the performance of the SROs both informally (throughout the year) and formally (at annual review time).

The day-to-day activities and duties of the SROs shall be directed by Police Department management with input from the District. The SROs shall be guided by the District building administrators.

Prohibition on Disciplinary Action: At no time shall the SROs be authorized to administer disciplinary actions/punishment towards a student except as directed by a legally constituted municipal, county, or state court.

Training Responsibility: The City shall be responsible for ensuring the SROs comply with all training required by the State of Missouri to maintain current POST certification. The City shall also be responsible for ensuring the SROs are provided with standard training for duty as SROs. Training shall be scheduled by the City upon coordination with the District. The City shall make its best effort to ensure that officer training is not scheduled for a period of high demand for SRO services. The City and District shall make every effort to schedule and execute officer training periods in the same proportion as the assigned work schedules. The District understands that required training may take place during designated school scheduled time. Other relative and specialized training will be encouraged for both the SRO and appropriate District personnel and will be discussed as such opportunities present.

Evaluation of the Program: The City and the District will jointly evaluate this program annually to see if adjustments are needed for either organization. The SROs will keep weekly, monthly, quarterly, and yearly statistics in regards to arrests, juvenile apprehensions, police reports taken at the schools, residence checks, class presentations, and students taught. These statistics will be reported to the City and the District. Surveys of the students, parents, and staff may be conducted to provide additional feedback on program effectiveness. The data will be evaluated annually by the supervisors involved in the collaborative effort to determine if the program is progressing as it should.

Cost: The District will reimburse the City the full salary, FICA, LAGERS, Medical, Dental, Life Insurance, and Workers Compensation of one corporal and three officers. The current cost of reimbursement will not exceed \$203,500.00 divided into three quarterly installments. This amount may be adjusted annually to cover the actual cost of the officer's raises, cost of living adjustments, and increases in benefits. This amount will be an actual reimbursement to the City based upon the hours of the officers are assigned to SRO duty.

District shall be solely responsible for the following costs:

- a. Course materials used by the SROs to provide programs or other instruction to students, faculty, staff, and parents.
- b. Specialized computer software that it may require SROs to use to prepare or make presentations.
- c. Audio visual and computer equipment used to make school-related SRO presentations.
- d. Any specialized or unique training or equipment the District desires for the SROs.

Notwithstanding the foregoing provisions regarding reimbursement and costs of any other provisions in this agreement, the SROs shall at all times remain employees of the City and will not be employees of the District.

The City shall be responsible for providing SROs with a police vehicle in accordance with standard City police practice. The City shall also be responsible for issuance of all other uniforms, equipment, etc. normally associated with those assigned to a Police Officer.

Term: The initial term of this agreement shall begin August 13, 2020, and shall extend through August 12, 2021 unless terminated as otherwise provided in this agreement.

Extension: The terms of this agreement may be extended in one year increments beyond the end of the initial term upon written agreement of both parties, provided that such agreement is approved by each party, as required by law.

Notice of Termination: If either party elects to terminate the SRO program during a term, it may choose to do so by providing a 60 day written notice to the other party.

Written Notice: Written notices regarding this program shall be addressed to the following individuals and addresses:

City:
City of Warrensburg
Attn: City Manager
102 S. Holden Street
Warrensburg, MO 64093

District:
Warrensburg R-VI School District
Attn: Superintendent
201 S. Holden Street
Warrensburg, MO 64093

This writing is intended by the parties as a final expression of this agreement and also is intended as a complete and exclusive statement of the terms of this agreement. This agreement may be amended or modified only in writing, which amendment or modification must be authorized by each member's respective governing body.

This agreement shall not be construed as an agreement for benefit of any third party.

This agreement shall be governed by the laws of the United States and the State of Missouri and that, notwithstanding anything that may be found in the agreement to the contrary, the members do not waive and expressly reserve any and all immunities and defenses available to the entity or its members, whether arising from common law or by statute.

In the event any condition, clause, or particular of this agreement is ruled to be null and void by a court of competent jurisdiction, the remainder of this agreement shall remain in effect.

By the signatures below, both parties state that this agreement has been approved by their respective governing bodies and hereby agree to be bound by the terms and conditions of this agreement.

FOR THE CITY:

FOR THE DISTRICT:

City Manager



Board President

Date: _____

Date: 6/16/2020

ATTEST:

City Clerk



Board Secretary

Date: _____

Date: 6/16/2020