
**Memorandum of Understanding
For the School Resource Officer Program between
City of Moberly Police Department and Moberly School District No. 81**

This Memorandum of Understanding (MOU) is being executed between the City of Moberly, Missouri (City) and Moberly School District No. 81 (District) for the position of School Resource Officer (SRO) in Moberly School District. The organizations agree to abide by the terms and provisions of this MOU.

This MOU shall be effective for the 2023-2024 school year and shall renew annually in June. A participating organization can terminate its agreement by providing a thirty-day written notice to the partnering organization.

PURPOSE AND MISSION

The collective mission of the organizations will be to promote the health, safety, and welfare of Moberly School District students by maintaining an SRO in the district. This officer will conduct and participate in prevention and awareness education and interact with students and staff to promote a positive, safe, and secure educational environment.

GENERAL AGREEMENT

The participating organizations may, when mutually agreed upon by all participants, seek grant funding to assist with funding the SRO position. In the event grant funding is secured, funding will be divided pursuant to the terms of the grant and according to the below formula during months when grant funding is not provided, unless terms of the grant require otherwise. In the event grant funding is not secured, the participating organizations agree to fund the salary and benefits portions of the SRO position based on the following formula: Moberly School District is responsible for paying \$30,000 over the course of the school year. The City is responsible for the remainder of the SRO's yearly salary, training, and resources. This rate shall remain fixed until the parties negotiate rate adjustments for future school years during the annual MOU review process.

Moberly School District shall pay the City an hourly rate of \$50 for any off-duty officers requested during the 2023-2024 school year. This rate shall remain fixed during the 2023-2024 school year, but the parties may negotiate rate adjustments for future school years during the annual MOU review process.

COMPOSITION

The City agrees to assign one commissioned Police Officer, as staffing allows, to the District to serve on a full-time basis, while school is in session, as an SRO. In the event that there is no Officer assigned to the SRO position due to a staffing issue, the City agrees to make good faith efforts to assign an Officer as soon as reasonably possible. The City and the District each agree to designate a member of their administrative staffs to serve as liaisons between the two organizations and to coordinate the activities and functions of the SRO.

The City shall select the Officer to serve as an SRO, subject to District approval. The selection of the Officer will be made from current or prospective employees of the City and will be solely the employee of the City. In the event an Officer selected for an SRO position does not or cannot perform in a manner satisfactory to the City and/or the District, a replacement can be assigned as soon as a qualified officer is available.

DUTIES AND RESPONSIBILITIES

The duties and responsibilities of the SRO will be agreed upon mutually by the City and the District, and will consist of, but not be limited to, the following:

- a. Conduct and participate in drug and alcohol prevention and awareness education for students and faculty.
- b. Conduct and participate in school violence prevention and awareness training for students and faculty.
- c. Receive training regarding diversity, mental health, and social-emotional learning at least annually.
- d. Assist school officials with safety and security suggestions.
- e. Interact with students and faculty to promote a positive and secure learning environment.
- f. Enforce applicable federal, state, and local laws.
- g. When appropriate, serve as a liaison between the City, the District, and outside law enforcement jurisdictions/agencies.
- h. Comply with all applicable laws, including but not limited to the Family Educational Rights and Privacy Act (FERPS), and Moberly School District policies, including but not limited to Board Policies JO (Student Records) and JFG (Interrogations, Interviews, and Searches).

REPORTING AND COMMUNICATIONS

- a. The SRO shall forward a monthly activity report to the District Director of Safety and Security, Superintendent Cristina Wright, at the beginning of each month.
- b. The City and the District shall communicate and work collaboratively to ensure appropriate and effective reporting of crimes occurring on District property. The District shall comply with the reporting obligations of the Missouri Safe Schools Act.
- c. Moberly School District and the City shall communicate and work collaboratively during criminal investigations to avoid confusion and ensure appropriate and effective processing of cases.
- d. The Director of Safety and Security shall be notified promptly when an SRO is out of the building due to sick leave or vacation.

MANAGEMENT/SUPERVISION

The SRO will operate under the management and policies/procedures of the City. The District agrees to appoint someone of higher authority as a representative to coordinate day-to-day functions and duties of the SRO. The District may provide information regarding the performance of the SRO for purposes of the SRO's evaluations, which will be conducted by the City. When possible, the SRO will assist faculty members with the promotion and administration of the District policies/procedures. In the event a District policy/procedure conflicts with or contradicts federal/state law, the SRO will follow and enforce

applicable federal/state law. At no time will the SRO administer disciplinary action to a student on behalf of the District or City. Disciplinary action of the SRO will be the sole responsibility of the City.

GRANT ADMINISTRATION

The City agrees to fiscally administer all grant funds received for this project, which includes, but is not limited to, the completion and submission of all required reports. The District agrees to provide the City with the information and statistics necessary to complete these reports.

The City acknowledges and agrees that any funds received from the District and/or from grant funding shall not supplant any funds budgeted for positions and equipment other than the SRO position in the City.

VEHICLE

The SRO's vehicle and equipment costs are the responsibility of the City.

WORK SPACE/EQUIPMENT

The District agrees to provide the SRO with a secure work area, telephone, and computer for the completion of reports, assignments, projects, lesson plans, etc.

WORK SCHEDULE/OVERTIME/TRAINING

Normally, the work schedule for the SRO, while classes are in session, will be daytime hours, Monday-Friday. However, special events sponsored by the District may require the SRO to work some evenings/weekends. During times when the District is not in regular session, the SRO will report to the City for work assignments. The SRO will work a schedule consistent with the normal work schedule of the City. The SRO's City supervisor shall be made aware of any variations in the normal work schedule established for the SRO, including special events. Overtime will be kept to a minimum and must receive prior approval by the SRO's City supervisor. The City agrees to cover the cost of required overtime. Rescheduling for the SRO may occur during a work period. The SRO's City supervisor must approve all rescheduling. The District representative appointed to coordinate the day-to-day functions of the SRO and the City supervisor shall agree on the time the rescheduling shall take place. Sick leave and vacation taken by the SRO must receive prior approval from the City supervisor. It will be the responsibility of the SRO to notify the City supervisor and the District representative prior to sick leave and vacation being taken.

From time to time, events sponsored by or related to the City such as training, firearm qualifications, etc., will require the attendance of the SRO. The City agrees to limit, when possible, the amount of time the SRO is required to attend department related events during the normal established work schedule. The City agrees to notify the District representative of upcoming department events that require the presence of the SRO. The District agrees to cover the cost of training and related expenses that are specifically related to the Officer's responsibilities as an SRO.

DRESS CODE

The required code of dress for the SRO during working hours will be the approved official uniform of the City. This uniform requires that the SRO wear the department approved service weapon at all times.

In WITNESS WHEREOF, the parties have hereunto set their hands and seals on the ____ day of _____, 2023.

Moberly School District No. 81

City of Moberly

Cristina Wright
Superintendent

Troy Link
Police Chief

ATTEST:

Heather Cleavinger
Board President

Shannon Hance
City Clerk