



Moberly Correctional Center
Supervised Work Release Program Agreement
Between
The Missouri Department of Corrections
Division of Adult Institutions
2729 Plaza Drive
Jefferson City, MO 65102
And
City of Moberly,
101 West Reed Street, Moberly, MO 65270

Introduction

1. The Missouri Department of Corrections, Division of Adult Institutions, Moberly Correctional Center (MCC) and the City of Moberly (“Contractor”) desire to enter into a Supervised Work Release Program Agreement, for the sole purpose of providing an offender the opportunity to gain work skills. The requirements outlined herein, as agreed to by the parties, are intended to enhance the individual offender’s work skills and knowledge of productive habits prior to his release from institutional confinement. In addition to the terms and conditions set forth and agreed to herein, the MCC Warden under the jurisdiction of the Division of Adult Institutions shall develop standard operating procedures. Accordingly, the parties agree that any exceptions, additions and/or deletions to the General Terms and Conditions of this Agreement shall be signed, attached and made part of this Agreement, subject to final approval by the Director, Division of Adult Institutions, or designee.
 - 1.1 While work release programs are beneficial to the involved offenders, such programs shall not adversely affect any statewide economic growth or industry. Further, work release programs are neither intended to result in the displacement of employed civilian workers, nor to utilize offender labor to perform work in skilled employment positions which would require certification or licensing.

General Terms and Conditions

2. In consideration of the mutual agreements contained herein, the parties agree to establish a Supervised Work Release Agreement under the following terms and conditions. Accordingly, it is understood that:
 - 2.1 Effective September 1, 2023 through August 31, 2024, a binding agreement shall exist, wherein MCC agrees to furnish laborers (“an offender work crew”) to the Contractor. This Agreement shall not extend beyond the termination date unless amended in a manner that conveys the intent of both parties to continue such services. Therefore, the parties agree that renewal or any change to this Agreement as a result of statute, rule, regulation or court order adopted after the effective date of this Agreement shall be accomplished by written and signed amendment between the parties. Upon the mutual agreement of both parties, this Agreement may be renewed for two (2) additional one-year periods, or any portion thereof.
 - 2.2 This Agreement is not intended to create any rights, liberty, interest nor entitlements in favor of any individual under the supervision of the Department. The Agreement is intended only to set forth the rights and responsibilities of the parties hereto. It is the express intention of the parties hereto that any entity, other than the parties hereto, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

- 2.3 All the Contractor's employees, and other individuals acting under either party's control, shall at all times observe and comply with all applicable state statutes, state agency rules, regulations, guidelines, internal management policy and procedures, and general orders of either party that are applicable, current, or hereafter adopted, regarding operations and activities in and about all state property. Contractor employees shall assist with enforcement of Inmate Rules by reporting violations to the MCC Warden/designee and not obstructing the Missouri Department of Corrections or any of its designated officials from performing their duties in response to court orders or in the maintenance of a secure and safe correctional environment. Both parties agree that they may develop communication procedures, which will facilitate the routine operation of the work detail as well as ensure adequate response to unforeseen or emergency events.
- a. All Contractor employees who will supervise the offenders must be 21 years of age or older and submit to and pass a background investigation conducted by the Missouri Department of Corrections or its designee. The Contractor and its employees understand and agree that the Department shall complete criminal background records checks every year for those employees that have the potential to have contact with offenders. The Department shall have the unilateral authority to refuse entry to Contractor personnel as it deems appropriate.
 - b. No individual employed by the Contractor having direct contact with offenders (work crews) shall currently or within the past two years have been released and/or under the supervision of any federal, state, or local authority for a criminal offense. Expenses incurred for background investigations shall be the responsibility of the Missouri Department of Corrections.
 - c. The Contractor shall cooperate with the MCC regarding mandatory Department Orientation and Training of all assigned offender work crew supervisors prior to actually assuming job assignments, tasks, and duties outlined herein.
- 2.4 The Department has a zero tolerance policy for any form of sexual misconduct to include staff/contractor/volunteer on offender or offender on offender sexual harassment, sexual assault, sexual abuse, and consensual sex.
- a. Any Contractor, or its employee, who witnesses any form of sexual misconduct must immediately report it to the MCC Warden or Work Release Coordinator. If a Contractor or Contractor's employee fails to report, or knowingly condones sexual harassment or sexual contact with or between offenders, the Department may cancel the agreement or, at the Department's sole discretion, require the Contractor to remove the employee from supervising offenders under the agreement.
 - b. Any Contractor, or its employee, who engages in sexual abuse shall be reported to law enforcement agencies and licensing bodies, as appropriate.
- 2.5 Regarding all property assigned and/or belonging to the Contractor, the Missouri Department of Corrections shall not be liable in the event of loss or shrinkage of, or damage to, any materials, equipment, supplies, or items of value.
- 2.6 All records related to this Agreement deemed necessary and appropriate by the Missouri Department of Corrections within customary legal limits shall be provided by the Contractor to

MCC as mutually agreeable. Such records shall also be made available for audit by the Missouri Department of Corrections' Internal Auditor and/or the Missouri State Auditor.

- 2.7 The MCC Work Release Coordinator or designee of the MCC Warden shall coordinate and monitor the progress and activities of the program and coordinate all oversight activities, as well as attend meetings relating to the program as deemed necessary by either party.
- 2.8 As may be applicable, the placement of offenders, their assignment, transfer, movement, and/or dismissal from any segment of the program shall be at the sole discretion of the MCC Warden and/or designee. Accordingly, targeted offenders (offender work crew participants) shall be received, accepted, and assigned under the following conditions:
- a. Classification and assignment of offenders shall be under the control of the MCC
 - b. On an annual basis and as mutually agreeable, employees who supervise offender workers shall be provided training and orientation deemed appropriate by the Department, based on the service to be provided pursuant to this Agreement.
 - c. The Contractor, working in concert with the MCC, agrees to provide continuous surveillance and monitoring of all offender work crew activity while on work assignment. Immediate notification of any unusual events or behavior observed by designated supervising employees and/or its designees, which may indicate a threat to public safety or continued operation of the work detail shall be directed to the MCC Warden, MCC Chief of Custody, MCC Work Release Coordinator, and/or their designees. The parties herein agree that guidelines set forth in section 221.111 RSMo shall be communicated to their agency staff, and that any suspicion or feedback of a possible infraction shall be documented and copied immediately to the MCC Warden and/or designee.
 - d. A staffing ratio of at least one (1) supervising staff person to ten (10) offenders, or less, shall be maintained at all times while on work detail.
 - e. If required and/or deemed necessary by the facility Warden, MCC shall provide individual radios to the escorting correctional staff in an effort to assist in maintaining adequate surveillance and improve communications throughout the work shift. All communication equipment must be maintained in operable condition throughout the work shift.
 - f. The parties agree that work locations for offenders shall be limited to the buildings and/or grounds comprising a work site and restricted to those areas associated with the subject program and services. Any and all offender absences from authorized and assigned work locations must be reported to the MCC Control Center immediately.
 - g. While on work detail assignment, all offenders, their work location, the vehicles utilized for transportation of offender work crews, and all areas accessible by offenders shall be subject to search by an appropriate correctional authority.

- h. Offenders assigned to work crews shall not be involved with the burning of any materials whatsoever. In addition, offenders are not to be involved with use or handling of any explosive.
- i. Offenders assigned to work crews shall not operate trucks, automobiles, or any other motor vehicle requiring a Missouri Driver's License. Offenders shall not be allowed to ride in the bed of any truck during transportation.
- j. The parties agree to conduct themselves in accordance with Missouri Department of Corrections Policy D2-11.10 (See Attachment 1- Staff Conduct) regarding all work activities, professional conduct, and supervisory relationship involving work crew offenders.
- k. Offender contact with members of the general public must be kept to a minimum. The designated supervisor must strictly monitor any direct or indirect contact with the public at all times.
- l. Work crew numbers ("detail size") shall be as outlined herein and assigned dependent on volume of work, productivity, and security requirements. The Contractor shall provide 48 hours prior notification regarding any required change in the detail size. MCC agrees to make every effort to accommodate the needs of the Contractor; however, the MCC Warden and/or designee shall maintain the right to adjust work crew size for safety and security reasons. This decision shall be final and without recourse.
- m. All offenders must be in possession of a current Missouri Department of Corrections offender identification card.
- n. The MCC Warden and/or designee shall provide work crew participants appropriate state issued clothing to include t-shirts, boxer underwear, gray shirts, gray trousers, socks, boots. For offenders performing duties outdoors during winter months, the MCC Warden and/or designee should provide work crew participants with winter gear including gloves, a coat and a stocking cap. Any additional gear deemed necessary by work crew supervisors shall be provided by the contractor and must be approved in advance by the Department of Corrections.
- o. Incidents involving offender workers requiring medical attention shall be reported to the MCC Warden and/or designee immediately. Routine and non-emergency medical needs shall be managed by correctional staff and referred to the on-site MCC Medical Administrator and/or designee. Emergency medical needs shall be managed utilizing either on-site MCC Medical Services or community resources, whichever is determined to be prudent under the circumstances. In either instance, the Contractor staff shall accompany/assist, maintain, watch over, and/or supervise offender workers until relieved by MCC correctional staff. In all instances, the MCC Warden and/or designee and the MCC Medical Administrator must be notified immediately when the health and welfare of any offender worker is questionable. Accident reports shall be submitted by the Contractor to the MCC Safety Manager within 24 hours of any incident.
- p. The MCC Warden and/or designee shall direct that on-site meals are prepared within MCC and provided at the work site, including a beverage, for the offender workers. No

unauthorized food or drink, including intoxicants and/or substances of abuse shall be provided to offender work crew members. All serving utensils provided by either party shall be monitored, inventoried, retrieved and secured following individual meals.

- q. The MCC Warden agrees to replace workers upon receipt of notice from the Contractor supervisors. Replacement workers will be dependent upon availability of eligible candidates. Offenders absent for limited periods will not be replaced.
- r. The Contractor shall provide all equipment and supplies required by its staff and offender work crewmembers under supervision for the provision of all services outlined herein. Equipment and supplies shall include, but may not necessarily be limited to, all materials, cleaning supplies, tools and machine parts, repair of equipment and/or replacement, insect repellent, sunscreen, and/or replenishment of supplies necessary to perform the assigned task.
- s. The Contractor shall provide safe working conditions. The Contractor shall provide training, instruction and supervision for all offender workers in the safe and appropriate use and handling of all materials, supplies, tools, equipment, machinery, and facilities used to perform all worker assignments. Retraining and additional supervision shall be provided as necessary to insure the safety of workers and the public. The Contractor shall provide documentation of all training to the MCC Warden and/or designee within five (5) working days following completion of any training program (class) or retraining.

Specific Terms and Conditions

- 3. The parties herein agree that services shall be provided on an as needed, if needed basis, with the exception of designated state holidays, and other times as may be deemed in the best interest of either party.
 - 3.1 MCC will provide up to five (5) offenders for the work agreement. However, the number of offenders assigned at any given time shall be dependent on the availability of qualified offenders and shall be at the discretion of the MCC Warden.
 - 3.2 Offenders will be assigned to the following shifts:
 - Monday through Friday, 7:30 a.m. – 3:30 p.m., with a thirty (30) minute lunch break.
 - 3.3 Services provided may be interrupted when security or emergency situations occur within the institution or the State of Missouri. The MCC Warden shall have the sole discretion as to whether these situations require the interruption of offender work release.
 - 3.4 Offenders assigned to the work crew pursuant to this Agreement will primarily engage in the following duties:
 - Grounds Maintenance – Cutting brush, mowing, removing yard waste
 - Janitorial Services – Cleaning and sweeping
 - Building Maintenance – Painting
 - Machinery Repair – Vehicle Maintenance

- 3.5 Offenders will be assigned to work at the city limits of Moberly, MO
- 3.6 The Contractor agrees to transport offender work crew participants to and from the worksite on a daily basis, exclusive of state and/or federal holidays, except in those times where emergencies preclude the availability of workers. Offenders are not to be picked up prior to 7:30 a.m.
- 3.7 The Contractor shall notify MCC Control Center at least twenty-four (24) hours in advance of any shift cancellation.
- 3.8 Transportation staff shall sign a daily out count showing the number of offender workers received in the morning and the number of offender workers returned to MCC in the evening. A copy of the out count shall be retained by MCC.

Payment & Invoice

- 4. Payment and Invoice processing shall be subject to the following:
 - 4.1 Payment of taxes, FICA, and any statutorily required employee benefits shall be the responsibility of the Contractor.
 - 4.2 Neither agency shall be responsible for additional displacement expenses of the other as a result of this cooperative effort. Displacement expenses are defined as those expenses associated with travel, meals, lodging, communications, and/or other expenses resulting from work requirements and/or attendance at one or more training events.
 - 4.3 The Contractor agrees to pay the Missouri Department of Corrections in accordance with the following schedule:

The Contractor will compensate offender workers \$7.50 per eight (8) hour shift. Offenders shall be compensated \$7.50 per shift for any shift less eight (8) hours, including the cancelled shift, if offenders have been delivered to a work site. No shift shall exceed eight (8) hours without prior approval from the Department.
 - 4.4 The Contractor shall submit time cards by the second business day of every month to the MCC.
 - 4.5 Upon receipt of the invoice sent from the Department, the Contractor shall pay the invoice within thirty (30) calendar days. In the event the Contractor is a Missouri state government agency, SAM II vendor number E931422700-0 shall be utilized for payment processing. Payments shall be sent to the Missouri Department of Corrections, Offender Finance Office, P.O. Box 1609, Jefferson City, Missouri, 65102.

Liability

- 5. Liability:
 - 5.1 Contractor shall be responsible for any injury or damage occurring as a result of any and all negligent acts or omissions by its employees, agents and representatives during the performance of their duties under this MOU. The Parties agree that Contractor shall indemnify and hold

harmless the State, the Department, and its officers, agents, and employees from and against any and all loss, costs (including attorney fees), and damage of any kind related to Contractor’s performance or the performance of Contractor’s employees, agents or representatives under this MOU.

5.2 Nothing in this MOU shall be construed to be a waiver of sovereign immunity by the State of Missouri or the Department. The Parties agree the State of Missouri and the Department specifically preserve any protections afforded the State of Missouri or the Department by Chapter 537 of the Missouri Revised Statutes, or any other provisions of state law.

5.3 The contractor shall not be responsible for any injury or damage occurring solely as a result of any negligent act or omission by the State of Missouri, its agencies, employees or assignees.

Renewals, Amendments and Termination

6. This Agreement contains the entire agreement and understanding between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, renewal, extension or other alteration of this Agreement shall be effective unless mutually agreed upon in writing by the parties. No breach of any term, provision or clause of this Agreement shall be deemed waived or excused unless such waiver of consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, or breach of, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach. The Missouri Department of Corrections shall have the right, at its sole option, to renew this Agreement. Unless otherwise amended in writing and approved by both parties, it is agreed to by the parties that this Agreement shall terminate on the part of all parties in any of the following events:

- a. At 11:59 p.m. on August 31, 2024
- b. By failure of the Contractor and/or its staff to abide by all Missouri Department of Corrections rules and regulations, to be determined solely at the discretion of the Missouri Department of Corrections.
- c. At the close of thirty (30) days following written notice of intent to cancel by either party, without cause.

Signed and agreed hereto:

Tom Sanders
Director of Public Works, Moberly

Date

Myles Strid, Warden
Moberly Correctional Center
Missouri Department of Corrections

Date

Travis Terry, Director
Division of Adult Institutions
Missouri Department of Corrections

Date

ATTACHMENT 1

MISSOURI DEPARTMENT OF CORRECTIONS
DEPARTMENT
PROCEDURE MANUAL

D2-11.10 Staff Member Conduct

Effective Date:

July 24, 2016

Signature on File

Anne L. Precythe, Department Director

I. PURPOSE: This procedure has been developed to provide staff members with a guideline of professionalism and appropriate conduct.

A. **AUTHORITY:** Sections 217.040 and 217.175 RSMo

B. **APPLICABILITY:** All staff members of the department.

II. DEFINITIONS:

A. **Avoidable Contact:** Any contact with an offender, or ex-offender, or the significant other or family member of an offender that is not authorized as a responsibility of the staff member's position. Avoidable contact includes, but is not limited to:

1. unauthorized oral or written communication,
2. business or social interaction, and
3. other overly familiar act with an offender that includes, but is not limited to,
 - a. giving unauthorized gifts of any nature,
 - b. name calling,
 - c. teasing,
 - d. horseplay,
 - e. joking,
 - f. carrying messages, or
 - g. sharing personal information.

B. **Chief Administrative Officer (CAO):** The highest ranking individual at the worksite and in accordance with the CAO reference document available in the department's computer system. Exception: Staff members at the worksite who do not report to the worksite CAO will be accountable to the deputy or assistant division directors or central office section heads who are in their chain of command.

C. **Discrimination:** Unfair treatment of a staff member based on a protected characteristic such as race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with sex-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.

D. **Ex-Offender:** An offender who has been released from all supervision of any division of the department.

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- E. **Family:** For the purpose of this procedure, family shall include:
- a. spouse,
 - b. parents or step-parents and their spouses,
 - c. siblings and their spouses,
 - d. children or step-children and their spouses,
 - e. grandparents or step-grandparents and their spouses,
 - f. grandchildren or step-grandchildren,
 - g. aunt,
 - h. uncle,
 - i. niece,
 - j. nephew, and
 - k. cousin.
- F. **Harassment:** Unwelcome verbal, nonverbal, or physical conduct that offends, denigrates, or shows hostility toward an individual or group based on race, color, ancestry, national origin, sex (including sex-specific conditions such as pregnancy and childbirth and treatment based on non-conformance with gender-stereotypes), age (40 and above), religion, disability, genetic information, sexual orientation, political affiliation, labor organization membership or veteran status.
- G. **Immediate Family:** For the purpose of this procedure, immediate family shall include:
1. spouse,
 2. parents or step-parents and their spouses,
 3. siblings or step-siblings and their spouses, and
 4. children or step-children and their spouses.
- H. **Offender:** Any individual under the custody or supervision of any division of the department, including any person confined in a community supervision center.
- I. **Significant Other:** A person who is in a romantic relationship with the offender such as a boyfriend, girlfriend or fiancé.
- J. **Staff Member:** Any person who is:
1. Employed by the department on a classified or unclassified basis (permanent, temporary, part-time, hourly, per diem) and are paid by the State of Missouri's payroll system;
 2. contracted to perform services on a recurring basis within a department facility (i.e., medical services, mental health services, education services, substance abuse services, etc.) pursuant to a contractual agreement and has been issued a permanent department identification card;

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3. a volunteer in corrections;
4. a student intern;
5. issued a permanent department identification card or special access in accordance with the department procedure regarding staff member identification.

K. **Working Days:** Monday through Friday except holidays.

III. PROCEDURES:

A. PROFESSIONAL PRINCIPLES OF CONDUCT

1. In order to pursue organizational excellence staff members are expected to adhere to the following professional principles of conduct:
 - a. strive toward excellence in the day to day work activities;
 - b. treat all persons respectfully, fairly, honestly and with dignity;
 - c. perform duties responsibly;
 - d. empower and assist other staff members to perform their jobs in a responsible manner;
 - e. accept and respect the differences in people;
 - f. work as a team member;
 - g. make ethical decisions and act in an ethical manner;
 - h. hold themselves and all other staff members accountable for their actions;
 - i. abide by the laws;
 - j. be truthful in reports, interviews, during investigations or inquiries and in other dealings with the public and staff members;
 - k. be familiar with and adhere to:
 - (1) the respective job components and job expectations established through the performance appraisal system;
 - (2) the policies and procedures relating to job functions;
 - (3) the employee handbook;
 - (4) the department procedure regarding employee standards;
 - l. to represent to the public the highest moral, ethical, and professional standards and must accept as a condition of employment a code of personal conduct beyond that of a staff member in the private sector or some other public sector positions;
 - m. to create by attitude, dress, language and general demeanor a working environment free from actual or implied discrimination or harassment; and

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- n. report inappropriate or retaliatory actions, misconduct, offender or resident abuse, and sexual contact by staff members and offenders or residents to appropriate personnel.
 2. All staff have the expectation to protect our citizens, provide property supervision and management of offenders, and to use state resources efficiently and effectively.
 3. Supervisors have a higher responsibility as a leader in our department to acknowledge each employee as an individual and to treat them with courtesy, understanding, and respect.
- B. UNAUTHORIZED CONTACT WITH OFFENDERS AND EX-OFFENDERS**
1. Any of the requirements of this procedure concerning an ex-offender will be effective for one year from the date the offender leaves supervision.
 2. Staff members must maintain professional relationships with offenders.
 3. Staff members must not knowingly have avoidable contact with:
 - a. an offender,
 - b. an offender's family,
 - c. an offender's legal guardian and spouse,
 - d. an offender's significant other, or
 - e. an ex-offender (this does not include staff members who are ex-offenders).
 4. A staff member must provide written notification to the CAO the next day he¹ reports to duty with copies to all supervisors in the chain of command when he:
 - a. discovers that a family member is an offender,
 - b. discovers that a person with whom he has a pre-existing personal relationship becomes an offender,
 - c. discovers that a person with whom he has a personal relationship is an offender or ex-offender, or the immediate family, significant other, legal guardian, or spouse of an offender or ex-offender,
 - d. knowingly has unauthorized contact with an offender, ex-offender, or the immediate family, or significant other, legal guardian, or spouse of an offender, whether at work or outside the worksite; for example, when an offender calls a staff member at home, and
 - e. holds a second job or performs volunteer work which brings him into contact with offenders or ex-offenders, the offender's immediate family, legal guardian, or spouse in accordance with the department procedure regarding secondary employment or volunteer work.
 - f. The CAO will ensure that a copy of this written notification is placed in the employee's working file and official file.
 5. Staff members must avoid disclosing any personal information about themselves or other staff to offenders or ex-offenders.

¹ All references in this procedure to the male gender are used for convenience only and shall be construed to include both female and male genders.

6. Staff members must not give his or a fellow staff member's home or personal cellular telephone number or address to an:
 - a. offender, ex-offender or their
 - (1) immediate family,
 - (2) significant other,
 - (3) legal guardian, or
 - (4) spouse.
7. Staff members must not, except as authorized in the normal course of duty, receive from or give anything to:
 - a. an offender, ex-offender or their
 - (1) immediate family,
 - (2) significant other,
 - (3) legal guardian, or
 - (4) spouse.
8. Staff members shall not remove from, or bring into, any area under jurisdiction of the department any property, message, or any other item for an offender without proper authorization of the division director or designee.
9. The division director or designee may, upon request of a staff member, allow contact between the staff member and an offender, ex-offender or his family, significant other, legal guardian or spouse of an offender, if such contact does not conflict with, compromise, or threaten the operations and mission of the department or the confidentiality of information maintained by the department.
 - a. The division director or designee will provide the staff member with written directions concerning such contact. This will include any reasonable limits or restrictions on any contact approved and with the requirement that if the staff member becomes aware the offender is violating his probation, parole, or conditional release conditions, he will immediately report it to the CAO. If the CAO is not available immediately, the report must be made no later than 24 hours of awareness.
 - (1) Any staff member who fails to follow the limitations or restrictions may be subject to disciplinary action.

C. REPORTING CRIMINAL MISCONDUCT

1. Staff members who are arrested or charged with a criminal offense must immediately notify the CAO or highest ranking staff member available. In this context, immediately means as soon as possible, but no later than the beginning of the next shift worked by the staff member.
2. Staff members are required to report arrests and charges for any felony or misdemeanor, including city or county ordinances, except for minor traffic violations. The written report must be submitted before the end of the next shift worked.

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- a. Alcohol or drug related charges and driving while suspended or revoked are not minor traffic violations and must be reported.
 - b. Staff members must report a citation or arrest for a traffic violation that occurs while operating a state vehicle.
 - c. Custody staff members must report the suspension, revocation, or expiration of his motor vehicle operators or chauffeurs license.
 - d. Non-custody staff members whose job requires operating a vehicle, must report the suspension, revocation or expiration of the motor vehicle license that is required.
3. Staff members who are on leave at the time of an incident (or soon thereafter) must provide the written notification as soon as possible, but no later than 3 working days after the event.
- a. The CAO will determine whether the staff member will be required to report to the worksite.
 - b. A staff member who is on leave, other than administrative leave, will be compensated for the time spent at the worksite required to prepare the written account.
4. Upon request, staff members must provide written authorization to the CAO to obtain copies of law enforcement reports and other documents concerning the incident. Failure to do so will be considered the same as failure to cooperate with an investigation.
5. Staff members must notify the CAO in writing about court appearances related to the charge in advance of the court appearance, whenever possible. If advance notification is not possible, staff members must report it as soon as possible, but no later than 3 working days after the court appearance.
- a. The staff member must notify the CAO in writing of the outcome of each court appearance, (i.e. dismissal of charge, change of charge, inclusion of additional charges, findings and disposition, continuance and date of next appearance).
 - b. The staff member must provide the CAO with a written account of the final disposition of the charge; including any plea that results in a suspended imposition or execution of sentence. The staff member must submit this account before the close of the next working day.
 - c. Upon receipt of a report that a staff member has been arrested or charged, the CAO will promptly notify the division director or designee. The CAO will provide updates as needed to the division director or designee as he receives updates.

D. REPORTING MISCONDUCT

1. Staff members having knowledge of any instances of offender or resident abuse or sexual contact with an offender or resident shall immediately report such to the inspector general in accordance with the department procedures regarding offender physical abuse and offender sexual abuse and harassment.
2. Staff members must immediately report any misconduct through the appropriate chain of command. If there is reason to believe that any staff member in the chain of command may be involved in the alleged misconduct, the staff member should report the matter to the next highest level of management in the department.
3. Staff members shall report actual or attempted theft of department property or the property of others.
4. Staff members shall report any unauthorized possession of state property, loss or damage to state property or the property of others, or endangering state property or the property of others through carelessness.

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5. Staff members shall report any neglect of job responsibility by staff members which may jeopardize the safety and security of the work place.

E. REPORTING MISMANAGEMENT

1. A copy of Section 105.055 RSMo will be posted in locations where it can reasonably be expected to come to the attention of all staff members of the department.

F. ADMINISTRATIVE ACTION ON PENDING FELONY VIOLATIONS

1. Upon arrest for a felony charge, the staff member may be placed on administrative leave in accordance with the department procedure regarding administrative leave.
2. If formal felony charges are filed, the staff member may be placed on suspension pending disposition of the charges in accordance with the department procedure regarding suspension.

IV. REFERENCES:

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| A. | Section 105.055 RSMo |
| B. 931-3469 | Administrative Proceedings Warning |
| C. D1-8.6 | Offender Physical Abuse |
| D. D1-8.13 | Offender Sexual Abuse and Harassment |
| E. D2-9.2 | Suspension |
| F. D2-11 | Employee Standards |
| G. D2-11.1 | Secondary Employment or Volunteer Work |

V. HISTORY:

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|-----------------------------|----------|
| A. Original Effective Date: | 05/08/89 |
| B. Revised Effective Date: | 04/23/90 |
| C. Revised Effective Date: | 09/15/93 |
| D. Revised Effective Date: | 04/20/99 |
| E. Revised Effective Date: | 05/15/00 |
| F. Revised Effective Date: | 04/06/08 |
| G. Revised Effective Date: | 05/23/09 |
| H. Revised Effective Date: | 12/17/09 |
| I. Revised Effective Date: | 10/05/13 |
| J. Revised Effective Date: | 07/24/16 |

