

RESOLUTION NO. 30-2024

**A RESOLUTION OF THE CITY COUNCIL OF CLINTON, MISSOURI (CITY) APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CLINTON SCHOOL DISTRICT (CSD) FOR A SCHOOL RESOURCE OFFICER.**

**WHEREAS**, City and CSD believe that cooperation is essential in order to maintain a safe and effective learning environment for students and staff; and

**WHEREAS**, City agrees to provide a Clinton Police Officer to serve as School Resource Officer; and

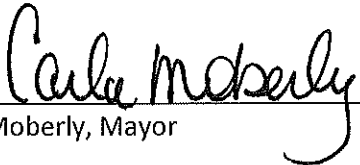
**WHEREAS**, CSD agrees to reimburse City as set forth in the MOU;

**NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:**

**Section 1.** The MOU with Clinton School District (Exhibit A) is hereby approved.

**Section 2.** The City Administrator is hereby authorized to execute said MOU on behalf of the City of Clinton.

Read and passed this 15<sup>th</sup> day of October, 2024.

  
\_\_\_\_\_  
Carla Moberly, Mayor

ATTEST

  
\_\_\_\_\_  
Wendee Seaton, City Clerk



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CLINTON POLICE DEPARTMENT**  
**AND**  
**THE CLINTON SCHOOL DISTRICT**

**A) Purpose**

Cooperation between school personnel and law enforcement is essential for maintaining a safe and effective learning environment for students and staff. Through collaboration, the Police Department and the District will strive to ensure a safe and secure school environment designed to maximize effective teaching and learning without fear of violence or intimidation. This purpose of this Memorandum of Understanding (MOU) is to outline the working relationship and shared responsibilities between the personnel of the Police Department and the District in support of this goal.

**B) Description of General Duties**

**Police Department:** The School Resource Officer (SRO) will work with school staff to protect the school environment and maintain an atmosphere where teachers feel safe to teach and students feel safe to learn. The SRO will work to maintain a school campus free of illegal drugs, alcohol, violence, weapons and gang activity. The SRO will strive to provide a secure campus facility and will coordinate safety efforts between the District and the Police Department. The SRO will make reasonable efforts to enforce traffic laws surrounding the school area before, during, or after school.

It is the responsibility of the Police Department to respond when a student is suspected of or has been charged with a criminal offense as provided by City Ordinance, State Statute or Federal Law. The SRO will work as a collaborative member of the school's administrative team and will assist in school disciplinary matters when warranted. The SRO shall not take any law enforcement action against any student for violations of school rules only. The SRO's decision to physically engage any student will be based on the totality of the circumstances and the threat posed by the student(s) to persons or property.

The SRO will work within the school setting in the capacity as an instructor of law-related material and as a mentor/resource for students, staff, parents and the community. The SRO will attempt to break down barriers between law enforcement and youth by establishing better communication and understanding about the legal system. The SRO will provide law-related education and crime prevention to students and school staff when requested. The SRO will instruct in the capacity of a "guest speaker" and the regular classroom teacher must be present during the SRO's presentation.

The SRO shall work collaboratively with community agencies which offer assistance to youths and their families such as mental health clinics, drug/alcohol treatment centers, etc. The SRO may make referrals to such agencies acting as a resource to the students, parents, faculty and staff of the District. The SRO shall act as a liaison among law enforcement, the schools and the community.

The Police Department currently provides 1 SRO. The decision as to which officer is assigned to each school will be decided by the Police Department. The Police Department will assign the SRO to work in the schools for a period from approximately one (1) week prior to the start of the school year and approximately one (1) week past the end of the school year.

**The District:** Students are considered to be under the authority of the District when they are on school property, on school buses, at or near school bus stops, and/or while participating in or attending school sponsored activities conducted on or off school property. The District is responsible for supervising or detaining students for the enforcement of school disciplinary matters. It is the sole prerogative of school officials to impose disciplinary sanctions for infractions of school rules and policies. The SRO should work collaboratively to report any violations of school policy to school administrators. When a school official has a reasonable suspicion to believe a crime has been committed by a student while under the authority of the District, school officials should notify the SRO or, if an SRO is unavailable, contact Henry County Joint Communications Center. In emergency situations school officials will notify the police via the most expedient manner available which may include calling 911.

All District employees have the responsibility to report to the principal, the SRO, or other designated representative all incidents where the official has a reasonable suspicion that a violation of law occurred. Examples include, but are not limited to, threats or acts of violence; use, possession or distribution of any drug or alcoholic beverage; and possession of any weapon should these violations occur while the student is under the authority of the District. Each suspected incident is to be reported immediately to an appropriate school official as well as the SRO or the Police Department or other appropriate law enforcement agency in accordance with State law, this Memorandum and District policies and procedures. School officials may not enter into any agreement with a student and/or parent/guardian that includes an agreement not to notify law enforcement agencies of a suspected violation of law.

For purposes of the District Policy/Regulation on Video Surveillance, the SRO has been designated as a school official having access to the camera equipment and operations system.

The District may provide the SRO with a secure private office, locking file cabinet, computer capable of running applications owned by the Police Department, desk, chairs, bulletin boards, telephone and cellular phone. The office or office door shall have a window which allows a view into the SROs' office from the interior of the school building.

### **C) Salaries, Overtime**

The City agrees to pay the salaries, benefits and police equipment needs of all SROs.

The District agrees to reimburse the City for one-third (1/3) of the SRO annual salary, as established on August 1 of each year. Reimbursement will be made in ten (10) monthly installments, prior to the last day of each month, August through May.

If a police presence is requested at an after-hours event, the District will be responsible for the cost. This cost will be invoiced at the current rate for special assignment duty through the City of Clinton.

SROs are afforded the rights provided by the Clinton Police Department employee policy manual. This is to include the opportunity to combine meal and work breaks away from their work assignment.

#### **D) Information Sharing**

The District understands the confidentiality issues surrounding law enforcement and the Police Department understands the confidentiality issues involving public schools. As such, the parties mutually agree that its employees will not solicit any information, either verbally or in writing, which would place either the District or Police Department in violation of any law, policy and/or procedure of either party.

The parties mutually agree to share information as it pertains to the safety, security, and well-being of students, staff and the school campus as allowed by law and in compliance with all Police Department and District policies and procedures. Information will be disseminated by the Police Department to school district personnel as provided in the law including a list of all drug and alcohol violations committed by District students and supply this list to the District Office. As members of the schools' administrative teams the SRO will be provided training and access to the directory information contained in the District's student management software in compliance with 34 CFR § 99.37.

#### **E) Supervision Responsibility and Chain of Command for the SRO**

The District and its employees understand and agree that the SRO assigned to the schools is under the control of the Police Department. The Police Department will determine the work schedule for the SRO. The SRO cannot act in any manner that will be in conflict with any Police Department policy and procedure or Federal, State or any local laws. The SRO is accountable for their actions to the Chief of Police through their chain of command.

The Police Department will supervise the SRO with input from the District. The District agrees to follow and inform their employees to follow the "Chain of Command" established by the Police Department when dealing with the SRO. The "Chain of Command", in order of contact, is as follows:

- 1) SRO
- 2) Detective Sergeant
- 3) Operations Captain
- 4) Chief of Police

The Police Department will provide the District with the names and contact numbers of these above-mentioned individuals.

The Police Department retains full rights to remove any SRO from any school for department purposes, including but not limited to, training, necessary manpower needs, vacation, sick leave, court, meetings and emergency situations. The Police Department will work to minimize the absences of the SRO from their assigned school(s). The Police Department will attempt to provide advance notice to the affected school(s) and District administration when such removal is required. During absences the Police Department will not be required to replace the absent SRO with another Police Officer. To that end, and to ensure a timely response in the event of an emergency, the SROs' RFID access badges will provide them access to every school in the District.

## **F) Decision-Making Authority Regarding Enforcement of Applicable Laws and Procedures by the SRO**

It is understood that the SROs main responsibility is that of a law enforcement officer first and that the SRO will enforce any and all State, local and Federal laws as they deem necessary and/or are required.

When investigating a crime, police department personnel are permitted to interview students while on school grounds while school is in session after notifying a school administrator or designee and making arrangements before interviewing a student. The officer/SRO or school administration/designee shall notify the parents/guardian ahead of time that the interview is to take place and shall invite the parents/guardian to be present. School Administration/designee may be present during the interview if requested to be present by the student or the parents/guardian. School Administration/designee will call the student to the office or other area where the interview is to take place. If the student is 18 years of age, the student may waive notification of their parent/guardian for a police interview.

Emergency cases in which the health, safety, or welfare of a student or property is at stake may require immediate action by the Police Department or SRO and not allow for prior permission of the building principal. It is the obligation of the Police Department to notify school administration as soon as possible in such cases.

Notification of parents/guardians is not required when the police department is investigating child abuse cases as provided by state law. School Administration/designee may be present during an interview for suspected child abuse when requested by the student or parent/guardian.

The SRO may speak with a student without permission of the parent/guardian or principal when that student seeks out the SRO to explain a situation that a student wishes to make known to the SRO. If, in the opinion of the SRO, the information the student provided requires parental involvement, the SRO will advise the principal and notify the parent.

## **G) Juvenile Justice**

In order to provide the students of the District with services that are appropriate to their circumstances the Police Department will adhere to the principles established by current best practices in juvenile justice. The District and the SRO will work together to ensure the maintenance of a safe and effective learning environment while keeping students in school. Generally, no police report will be generated for a fourth degree assault case (RSMo 565.056). Cases of fourth degree assault will be handled by the District, in accordance with their disciplinary plan. At their discretion, the SRO may generate a report for fourth degree assault in instances of persistent offenders. In minor cases such as theft, intentional damage to property of \$400.00 or less, underage possession/consumption of alcohol and truancy the SRO will handle the legal portion by issuing a citation as directed by state law. The District may take whatever action is warranted under its progressive discipline plan, but minor offenses will not immediately result in the removal of a student from a school by the SRO. Barring any aggravating circumstances, offenses such as disturbance of school, disorderly conduct, disturbing the peace or misdemeanor drug possession will not result in a student being removed from the school. The SRO will weigh the totality of the circumstances including the nature of the risk posed by the student to him/herself and the potential risk to the school in cooperation with a school's administration when determining if a student should be removed from the building.

**H) Desired Outcomes**

The goals and objectives of this partnership between the Police Department and the District are to maintain and enhance a close working relationship with shared responsibilities. Through collaboration, these entities will attempt to ensure a safe, secure, drug and violence free school environment designed to maximize effective teaching and learning, without fear of violence or intimidation. These objectives will be met with consideration given to the interest of protecting the community while protecting the rights of the individual.

Meetings between school officials and law enforcement will be held as needed or upon request by either party to ensure the effectiveness of this agreement.

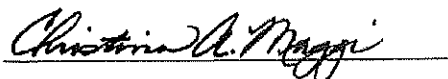
**I) Terms and Conditions**

1. This MOU is entered into this 16<sup>th</sup> day of October, 2024, by and between the School District and the Police Department.
2. This MOU shall become effective upon the date first written above and shall remain in effect for a period of three (3) years unless sooner terminated by either party hereto.
3. This MOU may be terminated by either party with (30) days prior written notice.
4. This MOU may not be modified or amended except in writing, which writing shall be expressly identified as part of this MOU and which shall be signed by the parties hereto.
5. In the event that any court of competent jurisdiction shall hold any provision of this MOU unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.
6. All other prior discussions, communications and representations concerning the subject matter of this MOU are superseded by the terms of this MOU, and except as specifically provided for herein, this MOU constitutes the entire agreement with respect to the subject matter hereof.
7. Nothing in this MOU is intended to benefit any third party or create any rights in a third party and the same is specifically disclaimed.

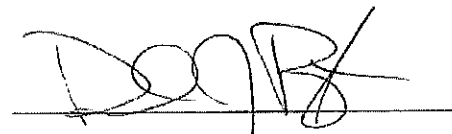
IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS.

**CITY OF CLINTON**

**CLINTON SCHOOL DISTRICT**



Christina A. Maggi, City Administrator



Daniel Brungardt, Superintendent