



Maries Co. R 2 Police Department Board of Education Commissioning School Police Officer(s)

Overview:

Several years ago, the Superintendent attended a session at the MASA Conference put on by Green City School District. They had established their own police department at their K-12 school district in Green City, MO.

The reasons for Green City's implementation were familiar as we were having similar issues within our district retaining a SRO.

The Superintendent presented the information learned to the Board of Education and our district started the process. We were delayed as we were having difficulties getting an SRO within the school. We did not get an official Police Department until the start of the school year in 2024.

Having law enforcement on both of our campuses was a priority goal of our Board of Education. It was also a priority for our community based on our annual community surveys.

We received permission from the Green City Police Department to reference their previous presentation and want to give full credit to them for starting us on this process. We are so very grateful.



Issues for our district in making the decision:

In 2019, the district entered into an agreement with the Maries County Sheriff's Department for them to provide a SRO to the district at a cost to the district. At the time, the agreement was that the SRO would be in the buildings all day during scheduled school days. This agreement resulted in the SRO being pulled out when the Sheriff's Department was low on staff; being present a few hours a day; being called out for emergencies. The SRO completed a time sheet each day and the district wrote a check at the end of the month for a daily rate for the SRO. The first year the SRO salary was \$22,860.00.

The district was not given a choice as to which officer was assigned to the district. They were not all successful.

The Maries County Sheriff's Department and the City of Belle Police Department were in a battle over many things. The Sheriff's Department had taken over jurisdiction of the city and their police department was eliminated.

The next election cycle, the City of Belle wanted to establish their Police Department again. A legal battle started. We could not get a SRO from either agency due to staffing issues and the disagreement happening between the agencies.

In the spring of 2023, the district agreement specified that the law enforcement agency must allow the district to approve any applicants for the position; that they must have 2 years of experience prior to their placement in the district; and that they NOT be pulled out for emergencies.

The district was able to approve the SRO agreement in summer of 2023. However, they were still being pulled out for various reasons and were not on campus full time. We always had concerns that someone would fake a call - and then attempt something on campus. We also had issues with changing politics in our community.

In December 2023, the SRO through the Sheriff's Department was hired as the full time SRO paid by the district. Before beginning the process, we did a trial period to determine the SRO's employment before beginning to apply for our own Police Department.

June 2024: Board approves the Police Department
MOU's signed with law enforcement
Letter sent to Highway Patrol

July 2024: Police Department approved (ORI) by the Missouri State Highway Patrol

Legal Authorization:

RSMO 162.215

162.215 School officers may be commissioned to enforce certain criminal laws.

1. The school board of any school district may authorize and commission school officers to enforce laws related to crimes committed on school premises, at school activities and on school buses operating within the school district only upon the execution of a memorandum of understanding with each municipal law enforcement agency and county sheriff's office which has law enforcement jurisdiction over the school district's premises and location of school activities, provided that the memorandum shall not grant statewide arrest authority. School officers shall be licensed peace officers, as defined in section 590.010 and shall comply with the provisions of chapter 590. The powers and duties of a peace officer shall continue throughout the employee's tenure as a school officer.

2. School officers shall abide by district school board policies, all terms and conditions defined within the executed memorandum of understanding with each municipal law enforcement agency and county sheriff's office which has law enforcement jurisdiction over the school district's premises and location of school activities, and shall consult with and coordinate activities through the school superintendent or the superintendent's designee. School officers' authority shall be limited to crimes committed on school premises, at school activities and on school buses operating within the jurisdiction of the executed memorandum of understanding. All crimes involving any sexual offense or any felony involving the threat or use of force shall remain under the jurisdiction where the crime occurred. School officers may conduct any justified stop on school property and enforce any local violation that occurs on school grounds. School officers shall have the authority to stop, detain and arrest for crimes committed on school property, at school activities and on the school buses.



SRO Budget:

SRO Salary (1)	\$43,200
Benefits	\$12,715
SRO Conference	<u>\$ 650</u>
Total for 2023-2024	\$56,565

Additional One Time Expenses:

Summer School	\$2500	*
Vehicle	\$6500	*
Vest/Badge	<u>\$1500</u>	
	\$10,500	

We budgeted for 2 full time SRO's. We have only been able to consistently have 1 on staff.

Budget when contracting with Sheriff's Office: \$35,000

(We were receiving less than a ½ time SRO due to being consistently pulled from the district.)



We have an actual Police Department following the ORI. All the rules, regulations and responsibilities of governing and managing a police agency apply (as it did with Green City).

What happens after you become a Police Department?

Our SRO is required to attend the Missouri SRO Conference which is held during the summer break. The officer can get all required CEU's required at the conference, with the exception of the required firearms (4 hours). Our SRO has maintained a commission with the City of Belle police and they partner to complete this requirement.

Green City created a profile with MIBRS for crime reporting to the State of Missouri. We partnered with the commission above to complete this requirement.

Our Police Officers do carry a gun in the buildings and are required to wear a vest at all times.

They carry a Maries Co. R 2 Police Department badge.

We require the SRO's to have a schedule of educational topics that are presented in all three buildings over the course of the school year. He also works with other law enforcement agencies to bring in educational opportunities for our students.

Contact information: Tanner Hinson 573-859-3800 extension 1309
thinson@mariesr2.org

Dr. Lenice Basham 573-859-3800 extension 1101
lbasham@mariesr2.org

Maries County R-11

School District

503 W. Third St. • PO Box 819 • Belle, Missouri 65013
300 S. Main St. • PO Box 10 • Bland, Missouri 65014
573-859-3800

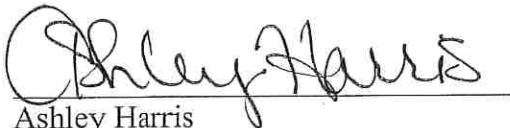
Proclamation to establish the Maries County R 2 Police Department

The Maries Co. R 2 Board of Education moves to authorize and commission school peace officers and create the Maries County R 2 Police Department as authorized by Missouri Revised Statute 162.215, and allowed by the Family Educational Rights and Privacy Act, for the purposes of enforcing laws relating to crimes committed on school premises, at school activities, and on school buses operating within the district. The powers and duties of the Maries County R 2 Peace Officer shall continue throughout the officer's tenure as a school resource officer.



Kenda Sanders
Board President
Maries Co. R 2 Schools

6/25/24
Date



Ashley Harris
Board Secretary
Maries Co. R 2 Schools

06/25/24
Date

Dr. Lenice Basham
Superintendent

Kesha Sanders
Special Ed Dir

Garrett Haslag
High School Principal

Amanda Seaver
Middle School Principal

Vanessa Feeler
Elementary Principal

MEMORANDUM OF UNDERSTANDING

**BETWEEN MARIES CO. R 2 SCHOOL DISTRICT
AND THE POLICE DEPARTMENT OF CITY OF BELLE, MISSOURI**

This Memorandum of Understanding ("MOU"), is entered into by and between the Maries County R 2 School District (the "District") and the Police Department of the City of Belle (the "BPD") for the purpose of establishing a cooperative relationship for the enforcement of laws relating to crimes committed on school premises, at school activities, and on school buses. The parties acknowledge and agree that this MOU is a cooperative effort among the public agencies named herein to facilitate a clear understanding for the handling of school-related incidents. This MOU is intended to serve as a memorandum of understanding as contemplated in §162.215, RSMo.

WITNESSETH:

- A. The District has hired an employee to serve as a School Resource Officer ("SRO") within the District.
- B. The District and the BPD desire for this MOU to guide and direct the District's School Resource Officer Program.

NOW, THEREFORE, in consideration of the agreements and undertakings set forth below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the District and BPD agree to the following understanding:

I. AUTHORITY OF THE PARTIES

- A. In accordance with § 162.215, RSMo. the District will authorize and commission one or more SROs to enforce laws relating to crimes committed:
 - on District premises/property;
 - at District activities; and
 - on school buses operating within the District.
- B. The SRO shall be a licensed peace officer, as defined in § 590.010, RSMo. and shall comply with the provisions of Chapter 590. The powers and duties of a peace officer shall continue throughout the SRO's tenure as a School Resource Officer. The SRO will carry a firearm as part of normal duties of a peace officer while on District property, buses and at school functions within the purview of this MOU.
- C. The SRO may conduct any justified stop on school property and enforce any local violation that occurs on school grounds, or on school buses.
- D. The SRO shall have the authority to stop, detain, and arrest for crimes detailed above.
- E. All crimes involving any sexual offense or any felony involving the threat or use of force shall remain under the authority of the local jurisdiction(s) where the crime occurs.

- F. The SRO shall abide by District's Board Policies, Regulations, and Procedures and all terms and conditions defined within this MOU. The SRO shall consult with and coordinate activities through the District superintendent or the superintendent's designee.
- G. The parties acknowledge and agree that this MOU does not grant the SRO statewide arrest authority.

II. RESPONSIBILITIES OF THE DISTRICT AND BPD

- A. The District will be responsible for the hiring, supervision, and training of, and all personnel matters relating to, the SRO as a District employee.
- B. At times, District's SRO may request assistance from the BPD to investigate crimes occurring on District premises/property, at District activities, or on school buses operating within the District that do not involve District students, that would constitute felony crimes that the SRO may not be equipped to investigate, or that would place an exceptional burden on the District. In such instances, the BPD shall use best reasonable efforts to render such assistance.
- C. The SROs will use report numbers generated through BPD. Each SRO generating a BPD case number will request a notation clearly identifying the entry as a District SRO event.
- D. The SRO will work with BPD to establish radio numbers.
- E. The BPD's Department's MULES operator shall assist the SRO upon request to obtain information related to various peace officer functions including but not limited to criminal investigations, investigation into stolen items, or warrant checks.
- F. The SRO may also use the City of Belle's evidence storage facility.

III. MISCELLANEOUS TERMS

- A. **ASSIGNMENT.** This MOU shall not be assigned or subcontracted in whole or part by any party without prior written consent of all parties.
- B. **COMPLIANCE WITH LAWS.** All parties shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- C. **GOVERNING LAW.** This MOU shall be construed in accordance with and governed by the laws of the State of Missouri.
- D. **RELATIONSHIP OF PARTIES.** The parties hereto, in the performance of this MOU, shall not act as agents, employees, partners, joint ventures, or associates of one another and

shall not be construed as the employees or agents of the other party for any purpose whatsoever.

- E. NON-DISCRIMINATION. Each party agrees that it will not discriminate based on race, color, religion, sex, disability, or national origin, or on any other basis as prohibited by law.
- F. TERM AND TERMINATION. This MOU shall be in effect for twelve (12) consecutive months beginning on the latest date of execution listed below, and shall automatically renew unless terminated by one of the parties. This MOU may be terminated by any party whenever, for any reason, such party determines the termination is in its best interest. Termination of services shall be affected by delivery to the other parties of a written Termination Notice at least thirty (30) days prior to the termination effective date.
- G. APPROPRIATION OF FUNDS. All obligations of the parties under this MOU which require the expenditure of funds are conditional upon the availability of funds budgeted and appropriated for that purpose.
- H. NO WAIVER OF IMMUNITY. In no event shall the language of this MOU constitute or be construed as a waiver or limitation of any party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.
- I. ENTIRE AGREEMENT. This MOU constitutes the entire agreement between the parties. This MOU expressly revokes any prior understandings, agreements, or representations, oral or written, of the parties.
- J. MODIFICATION. This MOU may not be modified, supplemented, or amended, in any manner, except by written agreement signed by the parties.
- K. NOTICE. When any notice or statement of other communication is required under this MOU, it shall be sent to the following addresses, unless otherwise specifically advised:

To the District:


Maries County R 2 Schools
Attn: Superintendent
503 W. Third Street
Belle, MO 65013

To the BPD:

City of Belle Police Department
Attn: Marshall
200. 3rd Street
Belle MO 65013

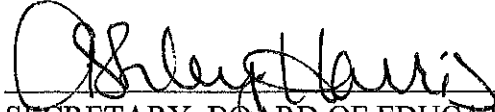
IN WITNESS THEREOF, the parties have caused this MOU to be signed by their duly authorized officers.

DATE: 6/25/24



PRESIDENT, BOARD OF EDUCATION
Maries County R 2 School District

DATE: 6/25/24



SECRETARY, BOARD OF EDUCATION
Maries County R 2 School District

DATE: 5/31/2024



Marshall #300
City of Belle Police Department

Maries County R-11

School District

503 W. Third St. • PO Box 819 • Belle, Missouri 65013
300 S. Main St. • PO Box 10 • Bland, Missouri 65014
573-859-3800

Major David Flannigan
1510 E Elm Street
Jefferson City MO 65012

Major Flannigan,

Maries Co. R 2 School District is inquiring to create a Police Department for our school district.

You will find enclosed:

Proclamation by our Board of Education creating a School Police Department

A copy of our MOU with the following Sheriff's Departments:

Maries; Gasconade; Osage

A copy of our MOU with the following Police Departments:

Belle; Bland

A copy of our SRO's POST certification

We appreciate your assistance and look forward to hearing what the next steps in this process will be. If you prefer email, my email address is lbasham@mariesr2.org.

Sincerely,



Dr. Lenice Basham
Superintendent of Schools
Maries Co. R 2 Schools

Dr. Lenice Basham
Superintendent

Kesha Sanders
Special Ed Dir

Garrett Haslag
High School Principal

Amanda Seaver
Middle School Principal

Bobbi Robertson
Elementary Principal

Maries County R-11

School District

503 W. Third St. • PO Box 819 • Belle, Missouri 65013
300 S. Main St. • PO Box 10 • Bland, Missouri 65014
573-859-3800

Tim Schlueter
Missouri Highway Patrol

7/11/2024

RE: Dedicated Budget for Maries Co. R 2 Police Department

Dear Sir:

The Board of Education of the Maries County R 2 School District approves an annual budget each year. In this budget there is a dedicated budget to the Maries Co. R 2 Police Department. This budget includes dedicated funds for salary, benefits, continued training and supplies/equipment needed to conduct the business of the Maries Co. R2 Police Department.

This budget will be solely used to support the Maries County R2 Police Department. The money allocated to the Police Department will be expended for the only the use of the Police Department.

If you have additional questions, please contact the Superintendent at 573-859-3800 extension 1101.

Sincerely,



Dr. Lenice Basham
Superintendent of Schools
Maries Co. R 2 School

Dr. Lenice Basham
Superintendent

Kesha Sanders
Special Ed Dir

Garrett Haslag
High School Principal

Amanda Seaver
Middle School Principal

Bobbi Robertson
Elementary Principal

Things you need to know.

1. Meet your admin team. They will help guide you in the role of school rules and policies. You will also assist them in certain discipline, and emergency situations.
 - a. Get contact information for all admin including superintendent
2. Be on your feet. Walk the property know all of the ins and outs of the school.
3. Be involved with all emergency drills.
4. Download the raptor app and make sure you are on all of the school's notifications and make sure its always updated and logged in.
5. Introduce yourself to all staff get to know them and their classrooms.
 - a. Make sure you get introduced to students during morning assemblies so students get to know who you are.
6. Utilize the SRO vehicle. Make sure it is fueled and clean due to the district using it outside of the SRO duties.
7. Make sure you know how to put fuel in the car and have the contacts for maintenance in case of a vehicle issue.
8. Make sure you are present for all assemblies especially when parents/visitors come into the building.
9. Make sure you try and be at some after school activities students and parents notice your presence.
10. Writing down the important things that you do for your board report is important so you don't leave anything out.
11. Know your students with IEP's and what their steps are for when behaviors arise.
12. Make sure you have a school radio.
13. Be at morning drop offs and after school pickups so parents see your presence.
14. Know how to complete a report, and where to file.

15. Be present for all lunch duties, don't forget the students that eat outside the building.
16. Know where all AED's and Narcan are located in each building.
 - a. All teachers are equipped with stop the bleed kits in each classroom.