

**MEMORANDUM OF UNDERSTANDING
REGARDING DARE PROGRAM**

This Memorandum of Understanding ("MOU") is entered into by and between Lee's Summit R-7 School District ("District") and the City of Lee's Summit ("City") (collectively, "the Parties").

WHEREAS, the City received a grant from the Jackson County COMBAT Drug Commission ("COMBAT grant") to assist in defraying the cost of the City's Drug Abuse Resistance Education program ("DARE"), which is effective from January 1, 2018 to December 31, 2018;

WHEREAS, DARE is an anti-drug program that teaches students good decision-making skills to help them lead safe and healthy lives;

WHEREAS, via the COMBAT grant, the City provides law enforcement officers who provide DARE education in the District's elementary schools ("DARE officers");

WHEREAS, the DARE program benefits District students in the second, fourth, and sixth grades by providing education to avoid use of tobacco, alcohol, illegal drugs, and other controlled substances, as well as provide skills to avoid related risky behaviors; and

WHEREAS, the Parties desire to define their relationship and duties regarding implementation of the DARE program at District schools.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

1. **Effective Date.** This MOU shall become effective upon execution by the Parties.
2. **Term and Renewal.** The term of this MOU shall be from the Effective Date to July 31, 2019. Thereafter, it shall automatically continue and renew for one-year terms on July 31 of each year that COMBAT funds are provided by the County or so long as the City otherwise obtains funding for the DARE program.
3. **Services.** Based upon available staffing, the City shall provide four (4) DARE officers for instruction at the District's elementary schools and middle schools. The DARE officers shall be responsible for implementing the DARE curriculum at all District elementary schools, specifically providing the DARE program to all second, fourth, and sixth grade students. The City shall work collaboratively with the District to align the DARE curriculum with the District's curriculum and programming to promote the maximum benefit for students.
4. **Qualifications.** The parties agree that officers whom the City assigns to be DARE officers shall demonstrate the following qualifications:
 - a. An interest in working with youth;
 - b. Have DARE certification;
 - c. Be employed and in good standing with the City's Police Department;
 - d. Pass a background check consistent with the requirements detailed in District Policy GBEB, which shall be conducted by the City;

- e. Demonstrate appropriate temperament for working with students, school officials, and diverse groups;
- f. Effective public speaking skills; and
- g. Ability to set a good example to students (on and off duty) and serve as a role model.

5. **Officer Removal.** The parties recognize that the District has the ultimate authority regarding personnel who work within its buildings. The District may decline to accept a DARE officer assignment or may request the removal of a particular officer as a DARE officer, but the District shall not exercise this right unreasonably. In such a circumstance, the following procedure shall apply.

(a) The District and City shall first engage in a dialogue regarding the District's concerns about the officer in question and shall attempt to work cooperatively to resolve the concerns.

(b) If the District and City are unable to resolve the District's concerns informally, the District shall provide written notice of its request to remove the officer from the DARE officer assignment.

6. **Training.** The City shall be solely responsible for all training and professional development of the DARE officers regarding the DARE program. The District shall be solely responsible for training DARE officers regarding District policies, procedures, and any internal programs with which the District asks DARE officers to be familiar. DARE officers shall attend District training to the extent such training is made available during their regular working hours.

7. **Equipment and Technology.** The District will provide each DARE officer with a computer, access to the District's computer network (but not to confidential records stored thereon), and limited access to the District's student information management system (currently, PowerSchool), to the extent permitted by the Family Educational Rights and Privacy Act and Missouri law. The City will be responsible for providing all other equipment requirements to allow DARE officers to execute their duties.

8. **Student Records.** The parties recognize that the District maintains and DARE officers may at times access highly sensitive, private, and confidential student information and student records. The DARE officers shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, et seq. ("FERPA") regarding such access. The City agrees that its DARE officers will not re-disclose, without written consent from a student's parent or guardian, any "protected information", as that term is defined by FERPA, which the DARE officers learn or ascertain from any service under this MOU.

The District shall permit DARE officers only such access to student information and records as is necessary to conduct DARE officers' work, subject always to the sole discretion of the District. The DARE officers shall only access student information and records pursuant to clear direction from each building principal or his or her designee.

9. **Adherence to Board Policy.** DARE officers shall abide by and conform to all applicable District policies and regulations while performing their services to the District. Those policies and regulations are available for review at the District's website, www.lsr7.org/school-board/board-policies. This MOU is subject to any applicable policies and procedures of the District,

regardless of whether those policies and procedures are expressly set forth or referenced in this MOU.

10. **Termination.** Either party may terminate this MOU for any reason by providing thirty (30) days' written notice to the other party.

11. **Continuation of Program.** DARE officer services that have heretofore been provided by the City shall continue without interruption, and upon execution of this MOU shall thereafter be governed by the terms hereof

12. **Assignment.** The parties may not assign their rights or obligations under this MOU without prior written consent of the other party.

13. **Applicable Law.** The validity of this MOU and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of Missouri; provided, however, that if any provision of the agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this agreement shall otherwise remain in full force.

14. **Insurance.** The parties agree and acknowledge that, as Missouri political subdivisions, each maintains appropriate insurance coverage in compliance with Missouri law.

15. **No Hold Harmless.** Each party shall be responsible for the acts and omissions of its respective officers, agents, and employees. The City is not authorized or empowered to make any commitments or incur any obligation on behalf of the School District, but merely provides the services described herein as an independent contractor. Neither the City nor the District agrees to protect or hold harmless the other from any claims of persons or companies for injuries to persons or property arising out of the services herein identified.

16. **Amendments.** To provide necessary flexibility for the most effective execution of this MOU, the parties may amend or modify this MOU by mutual written agreement.

17. **Entire Agreement.** This MOU supersedes any prior agreements or memorandums of understanding between the Parties regarding the subject matter of this MOU. The Parties agree that this document embodies the entire terms and conditions of the MOU described herein, that all words, phrases, sentences, paragraphs, including the recitals hereto, are material to the execution hereof.

18. **Severability.** It is mutually agreed that in case any provision of this MOU is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of the MOU shall remain in full force and effect.

19. **Execution in Counterparts.** The Parties agree that this MOU may be signed in identical counterparts and/or facsimile and that all executed copies, whether signed in counterparts, facsimile or otherwise, are duplicate originals, and are equally admissible in evidence.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement by duly authorized representatives.

CITY:

MAYOR


DATE

ATTEST:

CITY CLERK

DATE

SCHOOL DISTRICT:



DR. DENNIS L. CARPENTER, SUPERINTENDENT
LEE'S SUMMIT R-VII SCHOOL DISTRICT

7/20/18
DATE