

**Memorandum of Understanding
Regarding Lee's Summit Fire Department Education 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, Missouri ("City") (collectively, "the Parties").

WHEREAS, Lee's Summit Fire Department is providing fire awareness education based on industry leading fire science practices and curriculum.

WHEREAS, the City provides fire fighters who provide education in the District's elementary schools via City funding;

WHEREAS, the Parties desire to define their relationship and duties regarding the fire awareness education program for 1st grade and 4th grade students 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 the MOU shall be from the Effective Date to June 30, 2025. Thereafter, it shall automatically continue and renew for one-year terms on June 30 of each year so long as the City otherwise obtains funding.
3. **Services.** Based on available staffing, the City shall provide fire-fighters for the instruction at the District's elementary schools. The fire-fighters shall be responsible for implementing the fire-safety program curriculum at all district elementary schools. The City shall work collaboratively with the District to align the curriculum with the District curriculum and programming to promote the maximum benefit for students.
4. **Qualifications.** The Parties agree that fire-fighters whom the City assigns shall demonstrate the following qualifications:
 - a. An interest in working with youth;
 - b. Have training in fire safety curriculum;
 - c. Be employed and in good standing with the City's Fire Department;
 - d. Demonstrate appropriate temperament for working with students, school officials, and diverse groups;
 - e. Ability to set a good example to students (on and off duty) and serve as a role model.

5. **Fire-fighter 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 fire-fighter assignment or may request the removal of a particular fire-fighter but the District shall not exercise this right unreasonably. The District and the City shall first engage in a dialogue regarding the District's concerns about the fire-fighter in question and shall attempt to work collaboratively to resolve the concern. The District and City shall give a reasonable amount of time for any corrective actions outlined to be completed by the fire-fighter.

6. **Training.** The City shall be solely responsible for all training and professional development of the fire-fighter regarding the fire safety programs.

7. **Equipment and Technology.** The District will provide limited access to the District's student information management system (Schoolology), to the extent permitted by the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g, et seq. ("FERPA") and Missouri Law. The City will be responsible for providing all other equipment requirements to allow the fire-fighters to execute their duties.

8. **Student Records.** The Parties recognize that the District maintains and fire-fighters may at times access highly sensitive, private, and confidential student information and student records. The fire-fighters shall comply with FERPA regarding such access. The City agrees that fire-fighters 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 fire-fighter may learn or ascertain from any service under this MOU.

9. **Data Collection.** For the purpose of providing exceptional curriculum, Lee's Summit Fire Department may conduct surveys of LSR7 staff for program and trainer feedback. This feedback will be used for the sole purpose of bettering the course material and teaching method. Additionally, staff may be asked for their opinions on growing trends or concerns within the schools, community, or society in general. This will assist in modifying the curriculum to meet the current or growing challenges and stressors students may be facing.

10. **Adherence to Board Policy.** Fire-fighters 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, <https://go.boarddocs.com/mo/lsr7sd/Board.nsf/Public>. This MOU is subject to applicable policies and procedures of the District, regardless of whether those policies and procedures are expressly set forth or referenced in this MOU.

11. **Background Check.** Any LSFD employee serving as an instructor for this program must have passed the criminal background check and driving record check that LSFD ordinarily requires it's personnel to pass before that instructor may work with District students. LSFD will not allow any of it's employees to serve as instructors if it learns that an instructor has been charged with any offense that would reasonably call into question the instructor's suitability to work with District students.

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

13. **Continuation of Program.** Fire Department services that have heretofore been provided to the District by the City shall continue without interruption, and upon execution of this MOU shall be governed by the terms stated herein.

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

15. **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 the 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 and effect.

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

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

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

19. **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 this document embodies the entire terms and conditions of the MOU described herein, and that all words, phrases, sentences, and paragraphs, including recitals hereto, are material to the execution hereof.

20. **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 other provisions of the MOU shall remain in full force and effect.

21. **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:

ATTEST:

MAYOR, CITY OF LEE'S SUMMIT

CITY CLERK

DATE

DATE

APPROVED AS TO FORM

CHIEF COUNSEL OF PUBLIC SAFETY

DISTRICT:

SUPERINTENDENT, LEE'S SUMMIT R-7 SCHOOL DISTRICT

DATE