

**Memorandum of Understanding
Regarding DARE/IMPACT Programs**

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 (“DARE”) and IMPACT (“IMPACT”) programs, which are effective January 1, 2022, to December 31, 2022;

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

WHEREAS, IMPACT is an anti-drug and stress management curriculum built around a current and ever-changing culture that teaches students to make smart and healthy decisions using the core values of integrity, responsibility, respect, and prevention;

WHEREAS, the City provides law enforcement officers who provide DARE and IMPACT education in the District’s elementary and middle schools (“DARE/IMPACT officers”) via City funding and the COMBAT grant;

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

WHEREAS, the IMPACT program benefits District students in the fifth grade by providing education to resist the use of tobacco, alcohol, marijuana, and vaping as well as providing an understanding of the skills to manage stress, resist peer pressure, and control emotions during conflicts;

WHEREAS, the Parties desire to define their relationship and duties regarding the continuation of the DARE program for 7th-grade students and the implementation of the IMPACT program for 5th-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 31, 2023. Thereafter, it shall automatically continue and renew for one-year terms on June 31 of each year that COMBAT funds are provided by the County or so long as the City otherwise obtains funding for the DARE and IMPACT programs.

3. **Services.** Based on available staffing, the City shall provide four (4) DARE/IMPACT officers for the instruction at the District's elementary and middle schools. The DARE/IMPACT officers shall be responsible for implementing the IMPACT program curriculum at all district elementary schools, specifically providing IMPACT education to all fifth-grade students. The DARE/IMPACT officers shall be responsible for implementing the DARE program curriculum at all district middle schools, specifically providing the DARE program to all seventh-grade students. The City shall work collaboratively with the District to align the DARE and IMPACT curriculums with the District curriculum and programming to promote the maximum benefit for students.

4. **Qualifications.** The Parties agree that officers whom the City assigns to be DARE/IMPACT officers shall demonstrate the following qualifications:

- a. An interest in working with youth;
- b. Have DARE certification;
- c. Have training in IMPACT curriculum;
- d. Be employed and in good standing with the City's Police Department;
- e. Pass a background check consistent with the requirements detailed in the District's Policy GBEB, which shall be conducted by the City,;
- f. Demonstrate appropriate temperament for working with students, school officials, and diverse groups;
- 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/IMPACT officer assignment or may request the removal of a particular officer as a DARE/IMPACT officer, but the District shall not exercise this right unreasonably. In such circumstances, the following procedure shall apply.

- a. The District and the City shall first engage in a dialogue regarding the District's concerns about the officer 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 DARE/IMPACT officer.
- b. If the District and City are unable to resolve the District's concern informally, the District shall provide written notice of its request to remove the officer from the DARE/IMPACT assignment.

- c. The District shall give the City a reasonable timeframe to make any adjustment in assignments to avoid any disruption to the educational process or programs and to police staffing and resources.

6. **Training.** The City shall be solely responsible for all training and professional development of the DARE/IMPACT officers regarding the DARE and IMPACT programs. The District shall be solely responsible for training DARE/IMPACT officers regarding District policies, procedures, and internal programs with which the District asks the officers to be familiar. The DARE/IMPACT 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/IMPACT officer with computer access to the District's computer network (but not to the confidential records stored thereon), and limited access to the District's student information management system (PowerSchool, Schoology, IFS, etc.), 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 DARE/IMPACT officers to execute their duties.

8. **Student Records.** The Parties recognize that the District maintains and DARE/IMPACT officers may at times access highly sensitive, private, and confidential student information and student records. The DARE/IMPACT officers shall comply with FERPA regarding such access. The City agrees that DARE/IMPACT 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/IMPACT officers may 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/IMPACT officers' work, subject always to the sole discretion of the District. The DARE/IMPACT officers shall only access student information and records under clear direction from each building principal or his or her designee.

9. **Data Collection.** DARE/IMPACT officers may collect de-identified demographic data of the participating students in each curriculum including the number of students, gender, ethnicity, and zip code. This information will only be collected for official program use. Collection and release of the data will only occur as permitted by FERPA, Missouri Law, and Board Policies. The City expressly acknowledges any collection and release must comply with all Board Policies, including but not limited to Board Policies EHBC, JO, and JHDA.

10. **Adherence to Board Policy.** DARE/IMPACT 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, <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. **Termination.** Either Party may terminate this MOU for any reason by providing thirty (30) days written notice to the other party.

12. **Continuation of Program.** DARE/IMPACT officer 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.

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

14. **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.

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

16. **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.

17. **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.

18. **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.

19. **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.

20. **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

DISTRICT:



SUPERINTENDENT, LEE'S SUMMIT R-7 SCHOOL DISTRICT

8-30-22
DATE