

Memorandum of Understanding

Park Hill School District ("District")

And

LevelUp Kids, Inc. ("LevelUp Kids")

This memorandum of understanding (hereinafter "MOU") will clarify roles for each of the above entities in regards to the partnership between the Park Hill School District and LevelUp Kids, Inc. for the 2022-2023 school year.

During the 2022-2023 school year, Park Hill School District plans to employ a part-time social worker to support the Miles of Smiles Dental Program and the ICare4Kids vision program in the Park Hill School District. The purpose of this partnership is to provide support in identifying and recruiting students into the vision and dental programs in the Park Hill School District. Hours designated for delivery of services may vary and will be determined in collaboration by designated LevelUp Kids and Park Hill School District officials.

LevelUp Kids will provide:

- A total of \$10,000 in payments to the District. Payment amount to be invoiced at the end of each month. Invoices to be emailed to the Executive Director: christy@levelupkidsinc.org.
- Provide all clinical documentation through LevelUp Kids, Inc.
- Provide clinical supervision to the clinicians working at the Park Hill School District
- Assist in staff development training and/or education for parents regarding oral health and vision care issues
- Ensure appropriate releases are signed per HIPPA/FERPA regulations
- LevelUp Kids will use its best efforts (pending dentist and optometrist availability) to provide agreed upon scheduled dental and vision care at Park Hill school locations.
- LevelUp Kids agrees to provide the items provided in the attached checklist.

Park Hill School District will:

- Provide the physical location for recruitment within the Park Hill School District
- Send LevelUp Kids program information to Park Hill families via website, newsletters, email and all call systems to promote dental and vision services.
- Provide a staff member to supervise the operation and delivery of recruitment services as

- well as the services provided to schools and students at the school sites.
- Provide referrals of consumers through the schools
 - School liaison will work with LevelUp Kids dental and vision coordinators to schedule dental appointments, vision screenings, eye exams, and dispense eye glasses. Park Hill will provide access to student information to record vision screenings, electrical outlets on the exterior of the building for the vision and support staff to assist students to and from their classrooms.
 - Provide communication with the all school nurses and social workers regarding clients of LevelUp Kids who are currently enrolled students in a school within the Park Hill School District
 - Engage in regular communication and collaboration with LevelUp Kids staff

1. General Understanding

- A. LevelUp Kids and the District are independent entities and neither shall have, nor exercise, any control over the means, manner or method by which the other performs its obligations under this MOU. Nothing in this MOU is intended or shall be construed to create an agency relationship, employment relationship or joint venture between the parties. Furthermore, neither party intends for this MOU to alter in any way their respective rights or their legal obligations to one another, the Students, Parents, Teachers or Administrators working with LevelUp Kids, or to any third party.
- B. LevelUp Kids shall adhere to all of the District's rules, regulations, policies, and procedures when engaged in program related activities either at or away from the District, including but not limited to Board Policies, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws.
- C. The services being offered by LevelUp Kids to the District under this MOU shall be provided free of charge. Except to the extent otherwise provided herein, each party shall only be responsible for its own costs and expenditures associated with participating in this MOU. Should a mutual cost or expenditure arise, parties shall cooperate on determining the most appropriate division of such costs. Agreement will be reached prior to committing funds.
- D. Neither party, while carrying out its duties pursuant to this MOU, shall discriminate against any individual on the basis of race, religion, sex, creed, national origin or physical/mental handicap unrelated to that individual's ability to perform his or her duties under this MOU.
- E. Each party shall comply with all Federal, State, and Missouri Division of Professional Registration Health/MO Dental Board rules and regulations applicable to the performance of this MOU.

- F. LevelUp Kids agrees to procure and maintain commercial general liability insurance with limits of liability not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, and provide to the District a certificate of insurance evidencing such coverage upon request.
- G. Nothing herein shall be construed as a waiver of sovereign or governmental immunity, by whatever name as set forth in RSMo Section 537.600 et seq. Any insurance purchased by Miles of Smiles is not intended to act as a waiver of any defense available to the District and its employees by statute or common law.
- H. LevelUp Kids agrees to comply with background check requirements for volunteers of the District who interact with District's students, Park Hill School Board of Education Policies GBEB (Criminal Background Checks) and ICC (School Volunteers).
- I. All students seen by LevelUp Kids dental and vision programs shall be deemed to be patients of record of LevelUp Kids. LevelUp Kids shall have sole custody and control over all patient records; said patient records remaining the property of LevelUp Kids. Dental and vision staff will share health care related information with school personnel as needed to coordinate care.

2. Mutual Obligations

- A. Each party to this MOU shall provide the other party with timely written notice of any claims arising under this MOU, and the opportunity to participate in the defense of such claims.
- B. In the event it should become impossible for either party to perform its obligations under this MOU at any time or times because of Acts of God, government restriction, unavailability required resources, fire, riot, war, civil commotion, or any similar conditions, the party shall be excused from performance; provided that such nonperformance is not due solely to the party's own fault or negligence.

3. Indemnification

- A. LevelUp Kids agrees that the District shall not be responsible for claims, expenses, damages, or liability for personal injury or damages to property, real or personal, directly or indirectly arising from the negligent or wrongful acts or omissions of LevelUp Kids, its officers, employees, agents, and volunteers in connection with its performance under this MOU.
- B. To the fullest extent permitted by law, LevelUp Kids shall and hereby agrees to defend, hold harmless and indemnify the District and its Board of Education, officers, employees and agents, from and against all claims and demands which may be made by reason of any injury to person or damage to property sustained by any person, firm or corporation, to the extent that such injury or damage was caused by any negligent act or omission or willful misconduct of LevelUp Kids or any person, firm, or corporation directly or indirectly employed by LevelUp Kids upon or in connection with its performance under this MOU.

4. Term

This Memorandum of Understanding shall be effective during the 2022-2023 school year, unless terminated earlier by either party.

5. Notices

Any notices required by this MOU shall be in writing and delivered to the persons listed below

District: **Park Hill School District**

Notice to: Park Hill Schools
Attn: Terri Deayon
7703 NW Barry Road
Kansas City, MO 64153

Organization: LevelUp Kids:

Notice to: Christy May
5416 NE Antioch Road
Kansas City, MO 64119

6. Miscellaneous

- A. Non-Assignment: Neither party to this MOU shall have the right to assign or transfer its rights and obligations to any third party without prior approval of the other party.
- B. Severability: If any term or provision of this MOU is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of the MOU. The remainder of the provisions of this MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- C. Governing Law: This MOU shall be governed by and construed in accordance with the laws of the State of Missouri. Venue of any litigation arising out of this MOU shall be in the courts of Platte County, Missouri.
- D. Sovereign Immunity: The District preserves all Immunities recognized at law. Nothing herein shall be construed as a waiver of Sovereign Immunity or Governmental Immunity by whatever name as set forth in §537.600 RSMo, et seq.
- E. Binding Effect: This MOU shall inure to the benefit of, and shall be binding upon, Miles of Smiles and the District.
- F. Entire MOU: This MOU constitutes the entire understanding between the parties

hereto regarding the subject matter of this MOU. This MOU may be modified, amended, altered or changed only upon the prior written approval of both parties to the MOU.

G. The persons executing this MOU on behalf of the District and on behalf of LevelUp Kids hereby represent and warrant that they are duly authorized to execute this MOU on behalf of their respective parties.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals the day and year first written below.

DISTRICT: Park Hill School District

By: 
Dr. Jaime Dial

Title: Assistant Supt. for Quality & Student Services

Date: 6/23/2022

LevelUp Kids, Inc.

By: 

Title: Executive Director

Date:
5/31/22