

**Memorandum of Understanding**  
**Between Raytown School District and Heart of God Evangelistic Ministries**  
**Private Parking Lot Usage**

**PARTIES:**

1. Raytown School District (“District”) is a public school District organized existing under and pursuant to the constitution and laws of the State of MO and with a primary business address at 6608 Raytown Road, Raytown, MO 64133.
2. Heart of God Evangelistic Ministries has a primary business address at 5704 S Norfleet Rd, Kansas City, MO 64133.
3. The District and Heart of God Evangelistic Ministries enter into this Memorandum of Understanding (MOU) as of the date in which both parties have approved and executed this MOU.

**PURPOSE:**

4. Heart of God Evangelistic Ministries has requested that the District make a stop in the private parking lot of the facility to pick-up and drop-off students, an activity that necessitates an exception to the District’s existing policy against driving into private parking lots; and in order to promote the safety of staff members from both parties, as well as the students served, the Parties agree to collaborate to develop a modified operation plan that ensures a safe and efficient pick-up and drop-off routine.
5. In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:
  - a. Heart of God Evangelistic Ministries grants to the District the non-exclusive use of its private parking lot for the specific purpose of timely and efficient pick-up and drop-off of students. Heart of God Evangelistic Ministries acknowledges that this consideration is in direct variance with the District’s existing policy against driving into parking lots and is contingent on the District’s commitment to adhere strictly to the conditions of this MOU.
  - b. The District, in turn, provides to Heart of God Evangelistic Ministries the assurance that it will execute pick-up and drop-off operations without causing detrimental disruption to the facility’s activities, and it will adhere to all safety standards, local and national regulations, and best practices relative to school bus operations and child safety.
  - c. This MOU is hereby declared to be for the mutual benefit of both parties, who acknowledge that the aforementioned considerations are necessary counterparts for the agreement to take legal effect.

**DUTIES:**

**6. Heart of God Evangelistic Ministries shall perform the following duties:**

- a. Designate and provide a Clear Path (as that term is defined below) that is maintained and available during the scheduled pick-up and drop-off times. In case of any emergency or unexpected situation where the Clear Path is not available or obstructed, Heart of God Evangelistic Ministries shall inform the transport authority regarding the same immediately. This includes monitoring and immediately addressing any potential hazards or changes to the Clear Path that could impede safe maneuvering.
- b. Designate and maintain clear entry and exit points that are of sufficient size to accommodate the school bus's dimensions and turning radius. These entry and exit points shall remain unobstructed at all times during the agreed-upon pick-up and drop-off hours unless prior notice is given to the District.
- c. Immediately communicate any changes to the layout, maintenance, or availability of either the Clear Path or the entry and exit points to the District. This includes any emergency or unexpected situations which may impact the bus's ability to safely maneuver or access the Clear Path.
- d. Prepare and communicate an alternative plan for any situations, such as construction or temporary closure, where the Clear Path might not be available or may need to be altered. This plan needs to be communicated, approved, and agreed upon by the District well in advance.
- e. Comply with all local and national laws, regulations, and guidelines that pertain to school bus safety, parking lot management, and other relevant areas.

**7. District shall perform the following duties:**

- a. Use the Clear Path for drop-off and pick-up activities diligently, and without causing undue disruption to the daily activities of Heart of God Evangelistic Ministries.
- b. Adhere to the mutually agreed timetable for drop-off and pick-up of children unless unavoidable circumstances necessitate a change in schedule, in which case, immediate notice will be given to Heart of God Evangelistic Ministries.
- c. Promptly communicate any possible disruptions or emergencies that may affect the regular drop-off and pick-up schedule.
- d. Ensure that bus driver(s) follow the safety regulations and operate the bus with due care to minimize the risk of damage to Heart of God Evangelistic Ministries' property.
- e. Comply with all local and national laws, regulations, and guidelines which pertain to school bus operation, child safety, and other relevant areas.
- f. Stay in continuous contact with Heart of God Evangelistic Ministries in case of inclement weather that may disrupt normal transportation schedules.

DEFINITIONS:

8. "Clear Path" means a pre-designated, unobstructed, and navigable route (at least 50 feet long) within the daycare facility's private parking lot that a school bus can safely and without difficulty utilize for the purpose of entering, maneuvering, and exiting. The Clear Path must accommodate the dimensions, turning radius, and overall maneuverability of the school bus. The Clear Path shall not include areas that are blocked or potentially blocked by parked or standing vehicles, pedestrians, or other obstacles, or temporary or permanent structures. The Clear Path should not require the school bus to reverse direction unless further operational safety measures are in place, such as guides or spotters. The Clear Path must be adequately marked or indicated and maintained in a condition that is safe and navigable at all times, with any potential hazards or changes to the Clear Path communicated to the school immediately. Factors such as weather conditions, low hanging branches, overhangs, potholes, to other road surface defects that could impede safe maneuvering should be considered in maintaining the Clear Path.

DAMAGE TO THE PARKING LOT:

9. Heart of God Evangelistic Ministries acknowledges that the District shall not be held responsible for the normal wear and tear to the parking lot as a result of the bus's operation. Any damages claimed to be caused by negligence or misuse by the bus must be substantiated with clear evidence, communicated promptly to the District, and subject to investigation.

INDEMNIFICATION:

10. Heart of God Evangelistic Ministries agrees to indemnify, defend, and hold harmless District, its board members, directors, employees, contractors, and agents from and against any and all claims, liability, judgement, fines, and expenses, including all reasonable attorneys' fees and amounts paid in settlement actually and reasonably incurred by District in connection with any action, suit or proceeding whether civil, criminal, administrative, or investigative, to which District is, was, or at any time becomes, a party related to any acts or omissions of Heart of God Evangelistic Ministries and/or its directors, officers, employees and agents.

WAIVER OF LIABILITY:

11. Heart of God Evangelistic Ministries agrees to waive any and all claims against the District for any personal injury, property damage, or other loss arising out of or in connection with the school bus using the facility's private parking lot.

NOTICE:

12. Each party agrees to give prompt written notice to the other party of any claim or demand made against the notifying party arising out of or in connection with the school bus using the Heart of God Evangelistic Ministries private parking lot.

**GOVERNING LAW:**

13. The validity, interpretation and performance of this MOU shall be determined according to the laws of the State of Missouri.

**SOVEREIGN IMMUNITY:**

14. Heart of God Evangelistic Ministries agrees and stipulates that the District is a political subdivision of the State of Missouri, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Missouri. By entering into this MOU, the District does not waive any of its immunities from suit and/or liability.

**WAIVER:**

15. No waiver of any term, provision or condition of this MOU, whether by conduct or otherwise, in any one or more instances, will be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this MOU.

**SEVERABILITY:**

16. If any provision of this MOU is determined by any court to be invalid or unenforceable, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the remaining provisions of this MOU will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

**TERM:**

17. This MOU will be effective from the date on which it is last executed by both parties until June 30, 2024. This MOU will automatically renew for additional one-year terms thereafter, from July 1 to June 30, unless either party gives notice of termination at least thirty (30) days prior to expiration of the existing term. This MOU may be terminated at any time and for any reason by either party upon written notice to the other party.

**ENTIRE AGREEMENT:**

18. This MOU is the entire agreement between the District and Heart of God Evangelistic Ministries and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.

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[SIGNATURE PAGE TO FOLLOW]

**SIGNATURES:**

IN WITNESS WHEREOF, the parties have executed this MOU as of the last day notice below.

**Raytown School District**

By:

Name: Alonzo Burton  
Title: Board of Education President  
Address:  
Date

Attested to:

By:

Name: Rachel Johnston  
Title: Board of Education Secretary  
Address:  
Date:

**Heart of God Evangelistic Ministries**

By: 

Name: Yolanda Nero  
Title: Church Pastor  
Address: 5704 Norfleet Rd, Kansas City, Missouri 64133  
Date: 10-12-23

Attested to:

By:



Name: Veronica Young  
Title: Church Secretary  
Address: 5704 Norfleet Rd, Kansas City, Missouri 64133  
Date: 10/12/23