



# Children's Center for the Visually Impaired

## EDUCATIONAL CONSULTANT AGREEMENT

THIS AGREEMENT dated 12/1/22 is made between KCIA: Kansas City International Academy, whose address is 414 Wallace Ave, Kansas City, MO 64125 referred to as "Charter School," and CHILDREN'S CENTER FOR THE VISUALLY IMPAIRED, whose address is 3101 Main Street, Kansas City, Missouri 64111, referred to as "CCVI."

- 1. Services.** Charter School agrees to contract with CCVI, a duly organized non-profit organization chartered under the corporate laws of the State of Missouri and approved by the State of Missouri as a contractual agency for public school(s) for direct speech, physical therapy and occupational therapy services, who will work with Students in a manner as shall be usual or proper for the visually impaired.
- 2. Term of Agreement.** This Agreement will begin January 4, 2023 and will end July 20, 2023 ("Term").
- 3. Time Devoted by Consultant.** It is anticipated that an Orientation & Mobility Specialist & Teacher of the Visually Impaired will see students weekly. The specific amount of time spent with students will be agreed upon by both parties.
- 4. Place Where Services Will Be Rendered.** The O&M Specialist & TVI will provide Services in accordance with this Agreement at the school the student attends. The parties acknowledge that if the Charter School is forced to close one or more of its schools to in-person learning due to COVID-19, the parties will determine an alternative location for services as necessary.
- 5. Payment of Consultant.** CCVI will be paid at the following rate:

Direct Service, Evaluation, & Consultation	\$130.00/hour
IEP Preparation and Attendance, Report Writing, Staff Training, & Plan Time	\$100.00/hour
Travel Fees for City Bus or Cab Reimbursement	Actual Expense

CCVI will submit an itemized invoice setting forth the time spent and services rendered on a monthly basis payable upon receipt.

- 6. Independent Contractor.** Both Charter School and CCVI agree that CCVI will act as an independent contractor in the performance of its duties under this Agreement. Accordingly, CCVI shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of CCVI activities in accordance with this Agreement, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.
- 7. Education Records.** CCVI is performing institutional services or functions for Charter School for which Charter School would otherwise use its employees. CCVI is under the direct control of Charter School with respect to the use and maintenance of education records (as that term is defined by the Family Educational Rights and Privacy Act ("FERPA")). CCVI is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable student information from education records (as that term is defined by FERPA). Specifically, CCVI agrees that it will not disclose personally identifiable information to any other party without the prior consent of the parent or eligible student. The officers, employees, and agents of CCVI may use personally identifiable student information, but only for the purposes for which the disclosure was made. This paragraph does not prevent the disclosure of personally identifiable student information by CCVI if otherwise allowed or required by law.

8. **Background Checks.** CCVI shall require each of its employees, agents, and contractors providing services under this Agreement to undergo and pass a criminal background check, including a check by the state Child Abuse Registry.
9. **Assignment.** The rights and obligations provided under this Agreement are not assignable without written consent of the non-assigning party.
10. **Termination or Suspension.** Either party may terminate this Agreement at any time, whether with or without cause, upon giving thirty (30) days written notice of termination to the other party.
11. **Indemnity.** Each party shall be responsible for any and all injury and damages resulting from the willful misconduct or negligent acts of such party or its employees and agents involving any equipment or service provided in the performance of this Agreement. Only if permitted by applicable law, and without waiving any sovereign immunity to which the party is entitled to claim, each party agrees to indemnify the other party and its governing board, agents, employees, servants and successors, for and from any and all claims, losses, injuries, or damages, including reasonable costs and attorney's fees, to the extent caused by such indemnifying party or the willful misconduct or negligent acts or omissions of such indemnifying party's employees or agents related to the performance of any duties or obligations under this Agreement. The party seeking indemnification shall notify the indemnifying party, as soon as reasonably possible, of the filing of any such claim, shall provide the indemnifying party full cooperation in the defense of any such claim, and shall afford the indemnifying party full control over the defense and settlement of any such claim.
12. **Nonsolicitation.** Charter School hereby agrees to the following provisions and acknowledges that they are reasonable and necessary for CCVI's protection. During the Term and for a period of either (i) two years from the date of Charter School's execution of this Agreement, or (ii) one year from the termination of this Agreement, whichever is later, Charter School agrees to not, directly or indirectly, solicit any of CCVI's employees or contractors for employment or the performance of services on behalf of itself or any other entity. CCVI agrees that for the same period as the above restrictions, it will not in any way interfere with Charter School's relationships with any of its employees or contractors.
13. **Applicable Law.** This Agreement shall be construed and enforced according to the laws of the State of Missouri and any proceeding to resolve a dispute under this Agreement must be brought in Missouri only.
14. **Entire Agreement.** The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

**Signatures.** Both the Charter School and CCVI agree to the foregoing Agreement.

**Kansas City International Academy:**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Children's Center for the Visually Impaired**

By: Kury Boehm Title: Executive Director Date: 12/15/22