



EDUCATIONAL CONSULTANT AGREEMENT

THIS AGREEMENT 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, a DESE Approved Private Agency, duly organized non-profit organization chartered under the corporate laws of the State of Missouri, whose address is 3101 Main Street, Kansas City, Missouri 64111, referred to as "CCVI."

1. **1. CCVI's Obligations.** CCVI shall provide the services as set forth in this Agreement (hereinafter referred to as "services"). The scope of the services shall include educational and related services for school age students designated by the Charter School, as follows:
 - a. CCVI will provide direct services based on the individual Student's evaluation results and the planned intervention goals on the Student's individualized education program (IEP).
 - b. CCVI will provide consultative services based on the individual Student's evaluation results and the planned intervention goals on the Student's IEP.
 - c. CCVI will complete observations, screenings, and evaluations of referred Students and written reports as directed by the Charter School and/or required by established procedures.
 - d. CCVI will partner with the IEP team in the development of IEPs for Students based on Student' identified needs for services.
 - e. CCVI will attend all team meetings, IEP conferences, and other Student related meetings as needed to explain evaluation results, therapy services, and to develop IEPs on scheduled contract days, if timely notice is provided by the Charter School and staff are available.
 - f. CCVI agrees and warrants that its employee(s) providing services to the Charter School is qualified, experienced, capable, and if applicable, appropriately licensed under the laws of the State of Missouri to provide the services set forth in this Agreement.
 - g. CCVI certifies that employee(s) providing services to the Charter School currently has, and agrees to maintain during performance under this Agreement, professional state licensure through the applicable State of Missouri Board, Commission, Department, or similar governmental entity, including any required continuing education units as required by the current licensure.

2. **Charter School's Obligations.**
 - a. The Charter School shall compensate CCVI for services rendered in accordance with Section 5 of this Agreement.
 - b. The Charter School shall designate the Charter School's Students who will receive services from CCVI.
 - c. The Charter School shall provide CCVI access to educational and demographic records of the Charter School Students who will receive services from CCVI by creating and sharing a login for your district's Special Education informational system.
 - d. The Charter School shall coordinate with CCVI to ensure participation in meetings as indicated in "1e" above.

3. **Terms of Agreement.** This agreement will begin August 8, 2024 and end July 18, 2025.
4. **Time and Related Services.** CCVI's provider(s) will work with the student(s) in a manner as shall be usual or proper for the visually impaired, as required by their IEP.
5. **Payment.** CCVI will be paid according to the amounts provided on the enclosed 2024-2025 CCVI Rates document.

Direct Service & Consultation	\$250.00 per hour
Evaluations	\$500.00 per eval
IEP preparation and attendance, Report Writing, Staff Training & Plan time	\$100.00 per hour
Professional Development	\$250.00 per hour
Drive Time	\$100.00 per hour
Mileage (IRS Standard Rate)	67 cents per mile

CCVI will submit an itemized invoice setting forth the Student's related service units provided for each billing period. Upon receipt of the invoice from CCVI, the Charter School shall have 30 days to provide payment for the same unless an objection to the amount charged is raised by the Charter School. If an objection is made, the parties shall discuss the objection and attempt to reach a resolution. After 30 days, any overdue and unpaid balances will be charged a 5% late fee.

The parties acknowledge that if CCVI is forced to close in-person learning, the parties will determine an alternate means (such as virtual learning) to provide services as necessary, in accordance with Form G.

6. **Insurance.**
 - a. CCVI shall acquire and maintain for the duration of this Agreement professional liability insurance acceptable to and approved by the Charter School with coverage limits that are no less than the limits established under § 537.610, RSMo., as amended annually by the Missouri Department of Insurance. Insurance provided under this Agreement shall include a Certificate of Insurance which names the Charter School as additional insured. In addition, such insurance shall remain in effect until such time as Charter School has determined that this Agreement is complete.
 - b. CCVI shall take out and maintain for the duration of this Agreement, Worker's Compensation Insurance as required by law for all of their employees providing services to the Charter School under this Agreement, and in case any work is sublet, CCVI shall require the subcontractor to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by CCVI.
 - c. The parties agree and understand that the Charter School's inclusion as an additional insured on CCVI's applicable insurance policies and the insurance coverage thereby provided to Charter School is neither intended nor required to provide coverage to Charter School for claims from which Charter School enjoys sovereign immunity. The applicable Certificate of Insurance listing Charter School as an additional insured may contain specific coverage exemptions for the Charter School from such claims.
7. **Independent Contractor.** Both the Charter School and the CCVI agree that CCVI will act as an independent contractor in the performance of its duties under this contract. 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 contract, 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.

8. **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")). When engaged in the performance of this Agreement, CCVI shall adhere to all applicable laws, including but not limited to, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232(g) (FERPA), 45 CFR §§ 160 and 164 ("HIPAA Privacy Rule"), if applicable, Section 504 of the Rehabilitation Act of 1973, the Individuals with Disabilities Education Act, and all civil rights laws. With respect to access to personally identifiable information from education records, as those terms are defined under FERPA, CCVI represents, warrants, and agrees that:
 - a. CCVI has a legitimate educational interest in accessing the information; and
 - b. CCVI is subject to the requirements of 34 C.F.R. §99.33(a) governing the use and redisclosure of personally identifiable information from education records.
 - c. **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, a criminal records check by the Missouri State Highway Patrol, as well as a fingerprint check through the FBI criminal database. CCVI will not employ any individual who appears on the sex offender registry.
 - d. Employees will adhere to CCVI's policies and procedures when engaged in the performance of this agreement. CCVI policies are available to the district upon request.
9. **E-Verify.** Within 7 days of execution of this Agreement, CCVI shall provide to the Charter School an affidavit containing the following:
 - a. A statement that CCVI has enrolled in and currently participating in E-Verify, a federal work authorization program, or any other equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA);
 - b. A statement that CCVI does not knowingly employ any person who is an unauthorized alien in conjunction with the services being provided under this Agreement; and
 - c. A notarized signature of the registered agent or legal representative of CCVI, or a corporate officer, including, but not limited to, the human resources director of CCVI or their equivalent.
10. **Anti-Discrimination Against Israel Act.** To the extent that § 34.600, RSMo. applies to this Agreement, CCVI hereby certifies pursuant to said statute that it is not currently engaged in and shall not for the duration of this Agreement engage in a boycott of goods or services from: the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or, persons or entities doing business in the State of Israel.
11. **Assignment.** The rights and obligations provided under this Agreement are not assignable without written consent of the non-assigning party.
12. **Termination.** 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. This Agreement may also be terminated in the event of a breach of the terms of this Agreement. In such an event, the non-breaching party shall provide the breaching party with written notice of the breach. The breaching party shall then have 7 days to cure said breach. If the breach is not cured within the time allotted, then the non-breaching party may terminate the Agreement immediately.

13. **Indemnification.** Each party shall be responsible for any and all injury and damages resulting from the willful misconduct or neglect 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 defend, hold harmless, and indemnify the other party and its governing board, officers, agents, employees, servants and successors, 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.
14. **Applicable Law.** This Agreement shall be construed and enforced according to the laws of the State of Missouri. In the event either party must bring a legal or equitable action to enforce any of its rights under this Agreement, the venue for such actions shall be the Circuit Court of Clinton County, Missouri, and the parties hereby consent to the in personam jurisdiction and sole venue of such court.
15. **Non-Waiver.** No failure of either party to exercise any power or right this Agreement gives or to insist upon compliance with any obligation under this Agreement, and no custom or practice of the parties that varies from the terms of this Agreement shall waive either party's right to demand full compliance with this Agreement.
16. **Severability.** In the event any court holds one or more clauses of this Agreement void or unenforceable, the parties shall treat the clause or those clauses as separate and shall treat the remainder of this Agreement as valid and in full force and effect.
17. **Modifications.** This Agreement may be modified, amended, or changed only by a written document signed by both parties.
18. **Notices.** All notices, demands, requests, and other communications required or permitted hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the party to whom the notice is directed; (b) if sent by telecopier, upon electronic or telephonic confirmation of receipt from the receiving telecopier; (c) if sent by reputable overnight courier, with request for next business day delivery, on the next business day after sending; or (d) whether actually received or not, two (2) business days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the Parties may specify by notice given pursuant to this section).
19. **Headings.** The various titles and headings used in this Agreement are used solely for convenience and are not to be used to interpret or construe any word, clause, paragraphs, or subparagraph of this Agreement.
20. **Confidentiality.** To the extent that it is applicable, CCVI will observe the confidentiality of and protect student information in accordance with applicable law, including but not limited to the Family Educational Rights and Privacy Act, (FERPA), 20 U.S.C. § 1232g.
21. **Sovereign Immunity.** Nothing in this Agreement shall constitute any waiver of the sovereign immunity for lawsuits which either party is entitled to claim, pursuant to Missouri law, including, but not limited to Section 537.600 et seq., of the Missouri Revised Statutes.

- 22. **Subcontracting.** CCVI may not subcontract any of its rights, burdens, duties, or obligations under this Agreement without the written consent of the Charter School. It is not a violation of this section for CCVI to hire individual service providers via an independent contractor relationship.
- 23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Agreement.
- 24. **Fax Signatures.** For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or telecopier is to be treated as an original document. The signature of any party thereon, for purposes hereof, is to be considered an original signature, and the documents transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or telecopy document is to be re-executed in original form by the parties who executed the facsimile or telecopy document. No party may raise the use of a facsimile machine or telecopier or the fact that a signature was transmitted through the use of a facsimile or telecopier machine as a defense to the enforcement to this Agreement or any amendment or other document executed in compliance with this paragraph.
- 25. **Force Majeure.** In the event it should become impossible for either party to perform its obligations under this Agreement at any time or times because of Acts of God, government restriction, unavailability of fuel, parts, or supplies, 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.
- 26. **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.
- 27. **Authority of Signatures.** The individuals signing this Agreement below certify they have obtained the appropriate authority to execute this Agreement on behalf of the respective parties.

KCIA: Kansas City International Academy

CHILDREN'S CENTER
FOR THE VISUALLY IMPAIRED

BY: _____

BY: Kerry Boehm

PRINT NAME: _____

PRINT NAME: Kerry Boehm

PRINT TITLE: _____

PRINT TITLE: Executive Director

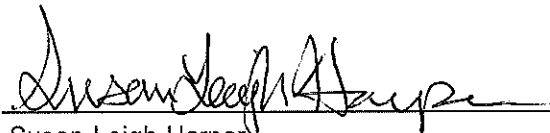
DATE: _____

DATE: 5/28/2024

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, Susan Leigh Harper, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age and have first-hand knowledge of the matters set forth herein.
2. I am employed by Children's Center for the Visually Impaired ("Company") and have authority to issue this affidavit on its behalf.
3. The Company is enrolled in and participating in E-Verify with respect to the Company's employees working in connection with the services the Company is to provide to the District, to the extent allowed by E-Verify.
4. The Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is to provide to the District.

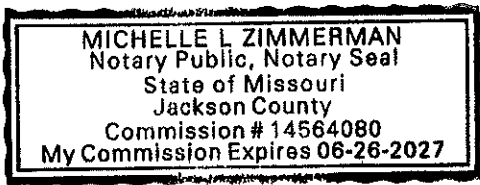
By: 
Susan Leigh Harper

For: Children's Center for the Visually Impaired

Company Name

Title: Director of Human Resources

Subscribed and sworn to before me on this 1st day of May, 2024.



Notary Public

Michelle L Zimmerman

Printed Name

My Commission Expires: 6/26/2027