

REQUEST FOR ADULT EDUCATION & LITERACY INSTRUCTION

This Request for Adult Education & Literacy Instruction (Agreement) is made and entered into by and between the Kansas City, Missouri School District (District) and Jackson County Detention Center (JCDC)

WITNESSETH:

Whereas, the District has agreed to provide professional educational services through its Adult Education & Literacy Department (AEL) in connection with JCDC for an educational site located at 1300 Cherry St, Kansas City, MO 64106.

Therefore, the District and the JCDC agree as follows:

1. **Instructional Services.** The District shall provide the services as specified in the attached Exhibit A.
2. **Independent Contractor.** The District shall work as an independent contractor and not as an employee of JCDC. The District shall be subject to the direction of the JCDC only as to the type of services to be rendered and not as to the means and methods for accomplishing the result. The District shall operate its business independent of the business of JCDC, except as required by this Agreement.
3. **Appropriation of Funds.** This Agreement shall be subject to annual appropriations of funds by the District in accordance with its normal funding practices and/or the receipt of funding by the Missouri Department of Elementary and Secondary Education (DESE). In the event funds are not available in full or in part for the Program, this Agreement shall be subject to modification or termination, depending upon the extent of available funds. The District may terminate the Agreement in its entirety without penalty, if funding is not available
4. **Payment.** The District shall submit to JCDC quarterly billings for services performed under this Agreement. Billings will reflect quarterly amounts not to exceed Fifteen thousand and seventy five dollars (\$15,075.00) which will be based upon the cost of salary and fringe benefits for the period of January 1, 2014 – June, 30, 2014. Payments shall be made quarterly beginning in March 2014. The parties agree that fees under this agreement shall not exceed thirty thousand, one hundred and fifty dollars (\$30,150.00). JCDC agrees to remit payment to the District within thirty days from the date of invoice. Failure to remit any payment within said time period will constitute a breach and may, without further notice, result in immediate termination of the Agreement. The District shall be entitled to seek any available legal remedy and to collect from JCDC all costs incurred by the District as a result of said breach, including attorney's fees, costs, and expenses.

5. **Duration and Termination.** The Agreement shall be effective as of the date District signature and extend through June 30, 2014, unless terminated earlier in accordance with the terms and conditions set forth herein.
6. **Assignment.** The District agrees, in addition to all other terms and conditions herein, that it shall not assign any portion or the whole of this Agreement without the prior written consent of JCDC.
7. **Confidentiality.** The District shall not communicate, divulge, or utilize any confidential information concerning its activities, staff, volunteers, or other stakeholders, either during or after the term of this Agreement, other than in the course of its performance of services pertaining to this Agreement.
8. **Breach; Remedies for Breach.** Each party agrees to faithfully observe and perform all of the terms and conditions of this Agreement and the failure to do so shall represent and constitute a breach of this Agreement. In such event, the breaching party consents and agrees that: a) the non-breaching party may, without prior notice, immediately terminate this Agreement; and b) the non-breaching party shall be entitled to seek any available remedy and to collect from the breaching party all costs incurred as a result of said breach, including attorney's fees, costs and expenses.
9. **Severability.** If, for any reason, any provision in this Agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.
10. **Governing Law.** This Agreement is governed by and constructed in accordance with the laws of the state of Missouri without regard to any conflict of laws provision.
11. **Force Majeure.** Neither party shall be liable if the performance of any part or all of this Agreement is prevented delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or other cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.
12. **No Third Party Beneficiary Rights.** Nothing in this Agreement is intended to create any rights or remedies to any third party beneficiary.
13. **Entire Agreement.** This Agreement and the attached Exhibit shall constitute the entire understanding of the parties and supersedes all prior agreements, discussions, and correspondence regardless of the subject matter. Any preprinted terms and conditions on any order, invoice, or statement by either party will be of no force and effect. This Agreement, together with the attached Exhibit, may not be amended except by written document properly ratified by both parties.

IN WITNESS THEREOF, the parties have signed and executed this Agreement on the dates written below.

KANSAS CITY, MISSOURI SCHOOL DISTRICT

By: _____

Name: R. Stephen Green, Ed.D.

Title: Superintendent of Schools

Date: _____

JACKSON COUNTY DETENTION CENTER

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES

The District, through AEL, shall be responsible for the continued operation of classes at the Jackson County Detention Center for an educational site located at 1300 Cherry, Kansas City, Missouri 64106. The Program site will be designated as a full-time learning center (Center) for the purpose of upgrading program participants' basic academic skills and/or attainment of a High School Equivalency, as well as to increase their functioning level to twelve (12.9) on the Test of Adult Basic Education, the standardized achievement test.

1. The Center will operate a High School Equivalency (HSE) class, which will meet from 8:00 a.m. to 12:00 p.m. and 1:00pm – 4:00pm Monday Thru Friday.
2. Each individual student will complete an academic assessment. An individualized program of study will be prepared based on assessment results.
3. Each student will be provided a clear set of performance objectives and will be evaluated at the scheduled testing dates to determine progress and program effectiveness.
4. Each student is expected to advance a minimum of one (1) grade level for each thirty-five (35) hours of instruction provided in a subject area.
5. The AEL instructor will maintain all program and student data records in accordance with the policies and guidelines set by the District and DESE, as they pertain to adult basic education. All requests for Program reports and other related records should be forwarded to the AEL administrative office, attention AEL Director. Requests should include a detailed description of information needed and the time period for which the information is requested.
6. All students who are no longer detained at JCDC and have made outstanding progress over the fiscal year and/or pass the HSE examination will be invited to participate in the annual awards/graduation ceremony.
7. The District will provide qualified, degreed, and certified instructors as required by DESE.
8. The District agrees to continue instruction and assessment sessions upon approval of this Agreement.
9. The parties agree that the following holidays will be observed and that no classes or session hours will be conducted on such days. Dates are subject to change in accordance with the Kansas City, Missouri School District published calendar. AEL will inform JCDC of dates the holidays are observed.

Holidays

Martin Luther King, Jr. Day
President's Day

Good Friday
Memorial Day