

COOPERATIVE AGREEMENT
MyARTS East – Visual Arts - Lead Artist Mentor

THIS AGREEMENT entered into this 2nd day of April, 2015, by and between **JACKSON COUNTY, MISSOURI**, hereinafter referred to as “the County,” and **RACHEL EILTS**, 261 Orchard, Kansas City, KS 66101, hereinafter referred to as “Mentor,” is for the common purpose of Visual Arts Lead Artist Mentor for the MyARTS East Program, and its execution is authorized by Resolution 18753, dated March 9, 2015.

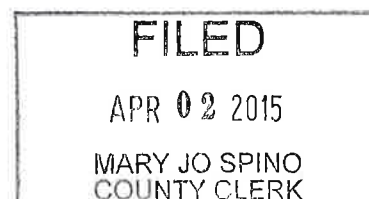
WHEREAS, Mentor has agreed to provide services as the Visual Arts Lead Artist Mentor under the terms and conditions of the MyARTS Program and in accordance with the terms and conditions set forth in this Agreement; and,

WHEREAS, Mentor and the County have agreed to be bound by the provisions hereof;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Mentor respectively agree as follows:

1. **Services.** Mentor shall serve as an artist and mentor for the MyARTS Program, which exposes high risk youth to a variety of possible work opportunities, as is more fully set out in the attached Exhibit A, and incorporated herein by its reference.

2. **Independent Contractor.** Mentor shall work as an independent contractor and not as an employee of the County. Based upon her expertise and knowledge, Mentor shall be subject to the direction of the County only as to the type of services to be rendered and not as to the means and methods for accomplishing the result. Mentor



shall report all earnings received hereunder as gross income and be responsible for her own Federal, State and Local withholding taxes and all other taxes, and operate her business independent of the business of the County, except as required by this Agreement, and may continue to conduct consulting work for other clients without prior consent of the County subject to the restriction on the receipt of County funds from more than one source.

3. **Payment.** For services rendered under this Agreement, the County shall pay Mentor a fee not to exceed \$35,880.00, at a rate of \$23 per hour for up to thirty (30) hours per week. Mentor shall be paid on a monthly basis for each month under this Agreement upon receipt of Mentor's invoice. Mentor's invoice shall itemize all services performed during the month. The County shall pay such invoices in a timely manner. The first payment shall be due upon the submission of Mentor's first invoice and the execution of this Agreement.

4. **Non-Appropriation.** In the event that no funds or insufficient funds are appropriated and budgeted by the Jackson County, Missouri, governing body to satisfy its obligations under this agreement for any fiscal period, and funds are not otherwise available by any means whatsoever, then County may notify Mentor in writing of such occurrence. Upon such notification, this agreement may thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to the County of any kind, except as to (i) the portions of the amounts due under this agreement for which funds shall have been appropriated and budgeted or are otherwise available and (ii) County's other obligations

and liabilities under this agreement relating to, accruing or arising prior to such termination. In the event of such termination and notwithstanding the foregoing, County agrees (a) that it will under take all reasonable efforts to obtain appropriations of funds for all fiscal periods during which this Agreement is scheduled to remain in effect; and (b) that County will not during the Term of this Agreement, give priority in the application of funds to any other functionally similar Agreement.

5. **Expenses.** Mentor shall be responsible for her own expenses related to the services provided under this Agreement. However, if the Prosecuting Attorney's Office or the County requires Mentor to attend any conference or meeting for the benefit of the County then the County shall be required to pay all travel expenses on behalf of Mentor (e.g. registration fees, airfare, lodging, meals, etc.) based upon actual costs of such registration, airfare and lodging and by the County's established per diem for reimbursement of meals and mileage from funds available through the Prosecuting Attorney's Office.

6. **Duration and Termination.** This Agreement shall commence as of January 1, 2015, and shall continue through December 31, 2015.

7. **Assignment.** Mentor agrees, in addition to all other provisions herein, that she will not assign any portion or the whole of this Agreement without the prior written consent of the County.

8. **Confidentiality.** Mentor shall not communicate, divulge or utilize any confidential information concerning her activities, staff, volunteers, or other stakeholders, either during or after the term of the Agreement, other than in the course

of performance of services pertaining to this Agreement.

9. **Remedies for Breach.** Mentor agrees to faithfully observe and perform all of the terms and conditions of this Agreement, and failure to do so shall represent and constitute a breach of this Agreement. In such event, Mentor consents and agrees as follows:

- (1) The County may terminate this Agreement by giving thirty (30) days notice to Mentor; and,
- (2) The County shall be entitled to seek any available legal remedy and to collect from Mentor all costs incurred by the County as a result of said breach including reasonable attorney's fees, costs and expenses.

10. **Severability.** If any covenant and other provision of this Agreement is found to be invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless otherwise expressly stated herein.

11. **Conflict of Interest.** Mentor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever have an interest in or receive any benefit from the profits emoluments of this Agreement.

12. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Mentor shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent

caused by the negligence, willful misconduct or omissions of Mentor, its officers, employees or agents during the performance of this Agreement.

13. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties hereto.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 2nd day of April, 2015.

APPROVED AS TO FORM



W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI



Michael D. Sanders,
County Executive

ATTEST:



Mary Jo Spino
Clerk of the Legislature

RACHEL EILTS

By 

Vendor ID: RAE26100

REVENUE CERTIFICATE

I hereby certify that there is a balance, otherwise unencumbered to the credit of the appropriation to which this Agreement is chargeable and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$35,880.00 which is hereby authorized.



Date



Director of Finance and Purchasing
Account Number: 008-4156-56080

PC 41562015003

Program Goals & Duties
Lead Artist Mentor / Visual Arts
MyARTS East

EXHIBIT A

Rachel Eilts

SSN: 513-98-3780

Job Title: Visual Arts Lead Artist Mentor

MyARTS East, 315 N. Main Street, Independence, MO 64050

Dates of Employment: January 1, 2015 through December 31, 2015

Budget: \$23 per hour - \$35,880 per year

Minimum of 30 hours per week

Description: Part-time Artist Mentor Position

MyARTS began in 2006 in downtown Kansas City, Missouri, expanding out east in Independence, MO in 2012. MyARTS is an all year around after school art program for youth ages 14 - 19 in the areas of Graphic Design, Visual Arts, Screen Printing, Graphic Design, and Ceramics. MyARTS also provides monthly workshops for younger youth and adults.

Summary

- Oversee studio mentors & studio needs -- Graphic Design, Visual Arts, Screen Printing, Darkroom Photography, & Ceramics
- Meet with Program Manager once a week to go over current projects, client jobs, workshops, events, & other program needs
- Meet with MyARTS East Artist Mentors once a week to go over studios, current projects, client jobs, event & other program needs

Duties:

Recruiting

- Within the Eastern Jackson County Schools, lead 3-5 art class presentations (Program Coordinator will attend to help with paperwork)
- Art class presentations will be considered an informal hiring; young artist needs to schedule a time to show their portfolio and do studio tour

Contacting Youth Applicants

- Call all applicants in order of when they applied and exhibited interest in the program shown by: whether they have returned initial interview review via phone or email
 - If youth responds to the interview request, an interview will be scheduled within 2 weeks
 - If youth does not respond to interview request within 2 phone calls and one email then the Lead Artist Mentor should indicate this on the Apprenticeship Interview Contact Spreadsheet
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Youth Interviews

- During interview, the Lead Artist Mentor will go over; MyARTS history, apprentice position, fine art with commercial focus under the JCPO umbrella, expectations, & possible employment
- During the interview, the Lead Artist mentor will assess the skills and interest of each applicant
- During the interview, the Lead Artist mentor will provide and explain the initial paperwork: verification form, release of information, the survey, signed MyARTS rules
- The interview includes a tour of the MyARTS facility
- A start date will be determined by the end of the interview including the youth's schedule

Apprenticeships/Employment

- Assists apprentices with their foundations workbook
- Review completed foundations projects and sign off on those approved
- Conduct occasional group project for team building and creating excitement for the program
- Schedule studio rotations with other Artist Mentors
- When applicable, Lead Artist Mentor will talk with the Mentor in apprentice's studio of choice for completing specific foundation projects in that studio
- Schedule employee interviews as apprentices become eligible and they take the initiative to apply
- For employment hiring, collect timesheets, foundations checklist, application, letter of recommendation, Artist Mentor recommendation form, & signed employment handbook sheet
- Turn in all forms to Program Coordinator

Youth Disciplinary Action

- When a Mentor brings a situation in need of disciplinary action, Lead Artist Mentor will listen to the situation from the Mentor and determine course of action

Events/Workshops/Studios

- Main priority – full studios, fun & exciting environment, new projects, products, keep youth challenged & empowered, entrepreneurial workshops, evaluation of each participant
- Sign up Artist Mentors for events & workshops
- Responsible for seeking at least two additional marketing tools for facility workshops
- Establish goals for each studio and Mentor
- Check to make sure Mentors are meeting studio goals and needs
- Call young artists who have left the program without explanation
- Address qualifications and needs of the young artists wanting to re-enter the program; long-term or short-term
- Arrange visiting artists presentations and workshops
- Coordinate schedule and oversee the process for the youth show, holiday sale, and fundraiser

Studios/Store/Mentors

- Schedule with Program Manager and Executive Director artwork reviews throughout the year
 - Responsible for maintenance of the stores, appearance, pricing, etc.
 - Create and implement cleaning schedule for studios and store at the end of each program day
 - Manage studio supply usage and needs for all studios – spending efficiently
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- Modeling professional communications with commissioned clientele and customers
- Work with youth on developing time management skills and attention to detail
- Work with Program Manager on tagging, pricing, and display of artwork
- Ensure inventory update on program laptop and website
- Ensure Mentors research current trends with the young artists in their studio
- Disseminate information from Program Manager and Executive Director

Program Volunteers/Interns

- Recruit volunteers within the studios
- Recruit interns from local higher education institutions such as KCAI

Community Donations

- Responsible for seeking donations from organizations and individuals for program supplies

Community Outreach

- Develop three community partnerships yearly & attend those meetings within your facility area

Promotional Events

- Required to come up with two promotional events yearly within facility area

New Program/Product Ideas

- Responsible for reporting new product ideas based on the research - must submit backup research with product ideas
- Responsible for new programming ideas throughout the year and executing them effectively
- These ideas may consist of workshop ideas with program youth, programming ideas in addition to regular programming, etc.

Revenue

- Responsible for one new revenue generating program within the facility

Timesheets/Employee Checks

- Collect location timesheets and turn in at ArtsTech
 - Pick up checks and distribute
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racheleilts@gmail.com • 913.568.2274



Rachel Eilts

913.568.2274
racheleilts@gmail.com

Throughout my career as a graphic designer and art educator, I have developed a self-motivated, goal-oriented work style with an emphasis on relationships, communication and interpersonal skills. Working with youth pairs creativity and quick thinking with patience and planning, while my experience in graphic design taught me to work well both independently and as a part of a team. Through working with high school students to be youth mentors for younger students, the youth mentors developed entrepreneurial drive, environmental awareness and leadership abilities with a goal of developing their life skills while enhancing the younger students' experience in after school programming.

EXPERIENCE

MyARTS Lead Artist Mentor/Visual Arts Mentor 2013-2015

Accessible Arts Program Manager/Artist in Residence 2010-2013

- create and teach inclusive arts educational curriculum
- develop and manage art programming

EAT Advertising and Design Art Director 2004-2010

- design branding packages, collateral materials, annual reports, ads, packaging, brochures and more

Kansas City Mentoring Initiative arts educator 2001-2004

- create environmental arts education curriculum for USD 500 Kansas City, KS school district as well as train and mentor high school students

The Storytellers Inc. arts educator 2000-2004

- create arts education curriculum for students in juvenile detention centers and Kansas City, KS and MO school districts

EDUCATION

InterPlay Teacher Training for InterPlay

University of Kansas Bachelor of Fine Arts

References available upon request