



**Professional Services Agreement
LDR AdmServices, LLC and the Webster Groves School District
Addendum Two**

Consultants from LDR AdmServices, LLC (LDR) will assist the Webster Groves School District (Webster) with the projects and services listed below:

1. Provide consulting services as requested by the administration including various day-to-day administrative functions, special projects, and other activities as requested/assigned by the Superintendent of Schools/Designee.
2. Specific tasks include fulfilling the responsibilities of a building principal on an interim basis. As determined by the Superintendent, the consultant will manage the building and the provide leadership for the instructional program including supervision of the professional and support staff.
3. The consultant will provide the services for seven (7) school days beginning November 28, 2016 and ending December 6, 2016. The consultant normally will follow Webster's work schedule as he/she fulfills the role of interim principal. The consultant may use up to six days of leave with the approval of the Superintendent.
4. The consultant will provide three (3) days of transition ("shadow") assistance when the building principal returns. Those days are Wednesday, Thursday and Friday; December 7, 8, and 9, 2016.
5. The consultant for the project is Pamela Seal Retzlaff. The fee is \$414.00 per day.

Attach to Professional Services Agreement dated: July 28, 2016

For: Webster Groves School District

For: LDR AdmServices, LLC

Name

Paul W. Doerner
Name

Date

11-10-2016
Date



Professional Services Agreement
LDR AdmServices, LLC and the Webster Groves School District
Addendum One

Consultants from LDR AdmServices, LLC (LDR) will assist the Webster Groves School District (Webster) with the projects and services listed below:

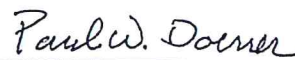
1. Provide consulting services as requested by the administration including various day-to-day administrative functions, special projects, and other activities as requested/assigned by the Superintendent of Schools/Designee.
2. Specific tasks include fulfilling the responsibilities of a building principal on an interim basis. As determined by the Superintendent, the consultant will manage the building and the provide leadership for the instructional program including supervision of the professional and support staff.
3. The consultant will provide the services for 79 school days beginning August 1, 2016. It is understood that Webster may decrease or increase the number of days the consultant works with a minimum of two weeks advance notice.
4. The consultant normally will follow Webster's work schedule as he/she fulfills the role of interim principal. The consultant may use up to six days of leave with the approval of the Superintendent.
5. The consultant for the project is Pamela Seal Retzlaff. The fee for 79 days is \$32706.00 or \$414.00 per day

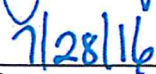
Attach to Professional Services Agreement dated: _____

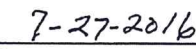
For: Webster Groves School District

For: LDR AdmServices, LLC


Name


Name


Date


Date



**PROFESSIONAL SERVICES AGREEMENT
Webster Groves School District and LDR AdmServices, LLC**

This Professional Services Agreement (hereinafter "Agreement") is entered into on this 28 day of July, 2016 by and between LDR AdmServices, LLC (hereinafter "LDR") located at Two City Place Drive, Suite 224, Saint Louis, Missouri 63141-7096 and the Webster Groves School District (hereinafter "Webster") with its principal place of business at 400 E. Lockwood Avenue, Saint Louis, Missouri 63119-3125.

WHEREAS, Webster is in need of certain professional services and has selected LDR to provide consultants to Webster for such services; and

WHEREAS, LDR is willing to provide such consultants for Webster, and

WHEREAS, Webster and LDR have agreed to proceed on the terms and conditions set forth below,

NOW, THEREFORE, in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Webster and LDR, agree as follows:

SECTION I: SCOPE OF SERVICES

A. Services: LDR agrees to provide Webster with consultants set forth in attached Addendum(s) to perform the services set forth in attached Addendum(s) and other services that may be requested (hereinafter "the Work"), and Webster agrees to accept said consulting services, from July 1, 2016 through the term of this contract as specified below section II, A.

B. Conduct of Services: All Work shall be performed in a professional manner.

C. Method of Performing Services: Webster shall supply all materials and facilities required to perform the Work, and the consultant(s) shall have the right to determine the method, details and means of performing the Work for Webster. Webster shall, however, exercise general power of supervision and control over the results of the Work to assure satisfactory performance, including the right to inspect, stop the Work, and require changes and/or modifications to the final product implemented in Webster.

D. Scheduling: The services provided by the consultants placed by LDR will be on an as-needed basis, and will occur during and outside the Webster normal workday. LDR will use its best efforts to accommodate work schedule requests, if possible.

E. Reporting: LDR and Webster will develop appropriate and reasonable administrative procedures for coordinating with each other. Webster shall contact LDR with concerns regarding a consultant's services.

F. Place of Work: The consultant(s) will perform the Work for Webster primarily on Webster's premises except when the Work requires said consultant to work at other locations or when consultant and Webster otherwise agree. Webster will provide the consultant(s) with reasonable workspace, computer access and working conditions.

SECTION II: TERMS AND TERMINATION

A. Term: The term of this Agreement shall begin on July 1, 2016 and shall continue for one (1) year unless terminated by either party.

B. Termination: Either LDR or Webster, at its sole option, may terminate this Agreement upon thirty (30) days prior written notice to the other party. Upon termination, LDR shall notify Webster of the extent to which performance has been completed through the date of receipt of said notice (hereinafter "Termination Date"), and shall notify the consultant(s) who performed said work. LDR shall obtain from said consultant(s) the Work done to the Termination Date and deliver said Work to Webster. Webster shall pay for all work done through the Termination Date.

C. Remaining Payments: Within thirty (30) days of termination of this Agreement for any reason, LDR shall submit to Webster an itemized invoice for any fees and expenses accrued hereunder, and Webster shall pay said invoice within thirty (30) days of receipt thereof.

SECTION III: EXPENSES AND PAYMENTS

A. Fees: Webster agrees to pay the pro rata hourly or daily rate for each consultant providing services, or pay the fixed fee amount agreed upon by the parties, as shown in attached Addendums. Webster further agrees to pay for outside expenses that consultants incur while performing the Work, as set forth in subsection B below. These fees are full and complete, and LDR agrees that there will be no further compensation. Payment is due within thirty (30) days after receipt of LDR's invoice each month.

B. Reimbursement for Expenses: Webster shall pay LDR and/or the consultant(s) performing the Work for actual out-of-pocket expenses reasonably incurred while performing the Work. Such expenses will be charged only upon prior written approval of Webster. LDR will provide copies of receipts or other records as requested by Webster or its accountant to verify the amount and nature of such expenses. All such expenses shall be reimbursed within thirty (30) days of receipt of an invoice for said expenses. LDR may also include said expenses in its monthly invoice to Webster.

SECTION IV: CONFIDENTIALITY

A. Definition: As used herein, the term "Confidential Information" includes any individual salary, benefit or other confidential personnel information, as well as personally identifiable student information protected under the Family Educational Rights and Privacy Act (FERPA).

B. Restrictions: LDR acknowledges that in order to perform the Work, it may be necessary for Webster to disclose to the consultants who perform the Work confidential information of Webster. Without written authorization from Webster, LDR shall not disclose, transfer, use, or copy any such Confidential Information to third parties, except to third party professionals employed with prior written consent of the Webster by the consultant to perform the Work.

SECTION V: OWNERSHIP OF WORK

A. Ownership of Work: All Work shall be considered work completed by the consultants for Webster and shall belong exclusively to Webster and its designees. If said ownership is not automatic and an assignment is required, LDR will execute reasonable and necessary assignments, prepared by Webster, within sixty (60) days of a request by Webster.

SECTION VI: GENERAL AND MISCELLANEOUS

A. Governing Law: This Agreement shall be governed by and in accordance with the laws of the State of Missouri.

B. Notices: All notices required and permitted hereunder shall be in writing, addressed to Superintendent of Schools, Webster Groves School District, 400 E. Lockwood Avenue, Saint Louis, Missouri 63119-3125. All notices required and permitted hereunder shall be in writing, addressed to Managing Principal LDR AdmServices, Two City Place, Suite 224, Saint Louis, Missouri 63141-7096. All notices shall be deposited in the U.S. Mail, postage prepaid, registered or certified mail, addressed to the proper party, as set forth above.

C. Limits of Liability: Webster shall hold harmless, defend and indemnify LDR and its employees from and against any and all lawsuits, actions, causes of action, claims, costs and expenses, including reasonable attorneys' fees arising out of or related to LDR's or LDR's employees' acts or omissions while performing services for Webster pursuant to this Agreement unless LDR or LDR's employees acts or omissions are negligent.

D. Entire Agreement: This Agreement constitutes the entire agreement between the parties, and supersedes all prior representations, proposals, discussion and communications, whether oral or in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written.

Webster Groves School District

LDR AdmServices, LLC

By: John Byr

By: Paul W Doerner

Title: Superintendent

Title: Paul W. Doerrer, Managing Principal

Date: 7/28/16

Date: 7-18-2016