

RECIPROCAL AGREEMENT

A RECIPROCAL AGREEMENT REGARDING THE ADMISSION OF NONRESIDENT STUDENTS WHO ARE THE CHILDREN OF CERTIFIED/CLASSIFIED STAFF OF COMPONENT SCHOOL DISTRICTS OF THE SPECIAL SCHOOL DISTRICT OF ST. LOUIS COUNTY AND NONRESIDENT STUDENTS WHO ARE THE CHILDREN OF CERTIFIED/CLASSIFIED STAFF OF THE SPECIAL SCHOOL DISTRICT WHO ARE ASSIGNED TO A SCHOOL OPERATED BY A COMPONENT SCHOOL DISTRICT.

This Reciprocal Agreement (hereinafter "Agreement") is entered into as of this ____ day of _____, 2015, by and between the SPECIAL SCHOOL DISTRICT OF ST. LOUIS COUNTY (hereinafter, "SSD") and the WEBSTER GROVES SCHOOL DISTRICT (hereinafter "Partner District"), and recites as follows:

WHEREAS, SSD is a special school district composed of twenty-three component school districts that are located in whole or in most part in St. Louis County; and

WHEREAS, Partner District is a public school district located in whole or in most part in St. Louis County, Missouri; and

WHEREAS, Partner District is one of the component school districts of SSD; and

WHEREAS, Missouri generally requires a student to be a resident and domiciliary of a given school district in order to be entitled to a gratuitous public education from that school district; and

WHEREAS, it is the practice of some component districts to permit the children of its certified staff or its certified and classified staff, who are not residents of the school district, to attend its schools without the payment of tuition, as a perquisite of employment with the district; and

WHEREAS, Partner District is one such component district that permits the children of its certified staff or its certified and classified staff, who are not residents of the school district, to attend its schools without the payment of tuition, as a perquisite of employment with the district; and

WHEREAS, the parties to this Agreement recognize that some of the children of the certified staff of the Partner District or the certified and classified staff of the Partner District, who are not residents of the school district, but who desire to attend school in the Partner District, are children with disabilities; and

WHEREAS, by virtue of a vote of the people, there does exist in St. Louis County, a special school district, resulting in a situation whereby children with disabilities, for the most part, receive services from both a component school district and the SSD; and

WHEREAS, as a result of implementing state and federal law, most children with disabilities are educated in schools operated by component school districts; and

WHEREAS, as a result of educating most children with disabilities in schools operated by component school districts, certified and classified staff of the SSD are regularly assigned to teach in schools operated by component school districts; and

WHEREAS, the parties to this Agreement desire to clarify the relationship between the two districts with respect to the admission of nonresident students who are the children of the staff of the respective school districts.

NOW, wherefore, the parties to this Agreement do hereby agree as follows:

1. SSD will admit into its programs students with disabilities who are residents of one of SSD's component districts other than the Partner District, but who attend school on a full time basis in the Partner District. Such children shall be entitled to a free appropriate public education, with all rights attending thereto, except that SSD shall not provide transportation services, whether between home and school or between schools of the component district. Students who are residents of one of SSD's component districts other than the Partner District and who require special education services not available in the Partner District will receive such services through the student's district of residence.

2. SSD will admit into its programs operated at the Partner District, on a limited basis, students with disabilities who are children of certified and classified staff employed by the Partner District, but who are not residents of one of SSD's component school districts, only if the Partner District permits children of SSD certified and classified staff assigned to a school or schools in the Partner District to attend school in the Partner District. Because the Partner District may admit students only into its schools, and not into the schools of any other partner district, SSD's obligation under this Agreement is limited to programs which are currently implemented or based in the schools of the Partner District. Because of this limitation and because such children have a free appropriate public education available to them in their home school district, such children shall not be entitled to a free appropriate public education from the SSD, nor shall such children or the parents of such children have the right to file a due process complaint against SSD. SSD shall develop a "Non-Resident Educational Program" for such children. Placement decisions for such children shall be made by the team that develops the Non-Resident Educational Program. If the team is unable to decide on an appropriate placement, SSD shall have the authority to make the final placement decision. SSD shall not provide transportation services, whether between home and school or between schools of the component district.
3. SSD will not admit into its programs students with disabilities who are children of certified or classified staff employed by the Partner District, but who are not residents of one of SSD's component school districts, where the Partner District permits children of its certified and classified staff to attend the schools of the Partner District, but does not permit the children of SSD certified and classified staff assigned to the schools of the Partner District to attend its schools.
4. SSD hereby agrees to admit into its programs, in accordance with and as limited by Paragraph 2, hereof, students with disabilities who are children of certified and classified staff employed by the Partner District, but who are not residents of one of SSD's component school districts, who are attending school in the Partner District.
5. The Partner District hereby agrees to permit children of SSD certified and classified staff assigned to a school or schools in the Partner District to attend school in the Partner District, in accordance with and as limited by Paragraphs 1 and 2, hereof.
6. This Agreement does not affect the rights, duties or obligations of either party with respect to the admission of nonresident children into the respective programs of the parties pursuant to any other provision of the law.
7. The Partner District and SSD agree to provide a copy of this Reciprocal Agreement to parents whose children are affected by this Agreement.
8. This Agreement shall continue from year to year, except that it must be reviewed and reapproved triennially.
9. This Agreement may be terminated at any time by either party upon thirty (30) days written notice to the other party.
10. This Agreement may be amended or altered only in writing signed by both parties.

SPECIAL SCHOOL DISTRICT
OF ST. LOUIS COUNTY



SUPERINTENDENT

6-15-15

DATE

WEBSTER GROVES
SCHOOL DISTRICT

SUPERINTENDENT

DATE