

**WEBSTER GROVES SCHOOL DISTRICT  
BOARD OF EDUCATION ITEM OF CONSIDERATION**

**DATE:** May 9, 2016

**TOPIC/PROPOSAL:** Approval of Educational Services Agreement with Epworth Children and Family Services.

**BACKGROUND INFORMATION:**

Epworth Children and Family Services provides a variety of youth development services for children needing support with a variety of challenges caused by abuse or neglect. At its main campus located in Webster Groves, Epworth continues to provide multiple levels of support for children from around the state.

Epworth is seeking support from the Webster Groves School District in order to meet the learning needs of the children who reside at Epworth and participate in their Knobel Classroom. The children in this classroom are required to stay on campus. Through this agreement, Epworth would contract a WGSD staff member and pay in full all the costs associated with the position including his/her salary, retirement contribution, and administrative costs. This agreement would be reviewed annually.

**INSTRUCTIONAL IMPACT/RATIONALE:**

The WGSD has a rich history of partnership with Epworth and would like to support them as they look to provide their students with the best education possible.

**FISCAL NOTE:** Epworth Children and Family Services will reimburse the Webster Groves School District 100% of the costs related to this agreement which in 15-16 is \$32,730.60.

**ADMINISTRATIVE RECOMMENDATION:**

- **Action Requested:**   X
- **Information:**
- **Proposed Motion for Approval (if applicable):**

I move the Board of Education approve Educational Services Agreement with Epworth Children and Family Services.

**PREPARED BY:** Dr. John Simpson

**Motion:** \_\_\_\_\_ **Second:** \_\_\_\_\_

**Board Vote:**    (yes)    (no)    (abstain)    (Consent Agenda)

## **EDUCATIONAL SERVICES AGREEMENT**

THIS EDUCATIONAL SERVICES AGREEMENT ("Agreement") entered into as of the 1<sup>st</sup> day of July, 2015 (the "Effective Date"), by and between EPWORTH CHILDREN & FAMILY SERVICES, INC., a Missouri benevolent corporation ("Epworth") currently located at 110 N. Elm Avenue, Webster Groves, Missouri 63119 and WEBSTER GROVES SCHOOL DISTRICT, a Missouri public school district ("WGSD") with offices located at 400 E. Lockwood, Webster Groves, Missouri 63119.

WHEREAS, the main campus of Epworth is located within the boundaries of WGSD and provides residential services to school-age children that are restricted to the campus of Epworth by order of the Missouri Department of Social Services (the "Restricted Students").

WHEREAS, Epworth has requested WGSD to provide educational services to the Restricted Students, and WGSD is willing to provide such services.

THEREFORE, in exchange for the consideration provided herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. WGSD agrees to provide to Epworth a certified and qualified teacher reasonably acceptable to both parties (the "Teacher") to provide general education instruction to the Restricted Students at Epworth's main campus located at 110 N. Elm Avenue, Webster Groves, Missouri, for the duration of the current school year ending June 30, 2016, in accordance with the Classroom Calendar attached hereto as **EXHIBIT A** and incorporated herein. The instructional services provided shall consist of five (5) hours per school day. Any special education services for the Restricted Students shall be provided by the Special School District of St. Louis County, or such other providers as Epworth shall determine, but not WGSD. The current Teacher assigned by WGSD to Epworth is Ms. Jessica Recht, and it is agreed that she is acceptable to both parties, and that, if possible, she shall not be reassigned from Epworth during the current school year. If it is necessary to reassign Ms. Recht from Epworth, the parties shall cooperate with each other to find a mutually acceptable substitute qualified to teach the Restricted Students.

2. WGSD shall provide all supervision and appropriate support, including opportunities for professional development, for the Teacher, who shall at all times be and remain an employee of WGSD. WGSD shall also provide all necessary administrative services (such as, but not limited to, report cards, school transcripts, and Odyssey software enrollment ) necessary for the Restricted Students, and such other administrative services as may be necessary for any application to the Missouri Department of Elementary and Secondary Education ("DESE") for reimbursement to Epworth for the cost of the educational services provided to the Restricted Students, including, but not limited to, the educational services provided hereunder, provided that Epworth shall maintain and provide attendance and demographic information for all Restricted Students. WGSD shall also use its best efforts to assist Epworth in recovering any applicable costs from the domiciliary school district for each Restricted Student. Epworth shall provide on a timely basis to WGSD all information necessary and pertinent to any such application for reimbursement and recovery.

3. Epworth shall provide adequate classroom space, furniture and all instructional materials to provide for the appropriate education of the Restricted Students.

4. As compensation for the educational services provided hereunder by WGSD, Epworth shall pay WGSD Thirty-two Thousand Seven Hundred Thirty and 60/100 Dollars (\$32,730.60), payable upon the execution hereof. As compensation for the administrative services provided hereunder by WGSD, Epworth shall pay to WGSD five percent (5%) of (a) the reimbursement paid by DESE for the educational services provided to the Restricted Students and (b) any recovery from the domiciliary school districts, or, at its option, WGSD may retain such amount of compensation from such reimbursement and/or recovery prior to submitting the remaining balance to Epworth.

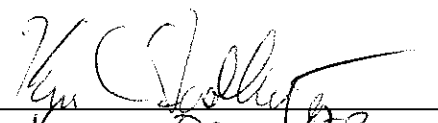
5. On or before April 1, 2016, and April 1 of any future year as to which this Agreement is renewed, Epworth shall notify WGSD in writing if Epworth shall desire to renew this Agreement, which notice shall include Epworth's Classroom Calendar for the renewal period. If Epworth shall so notify WGSD, and if WGSD shall also desire to renew this Agreement, on or before April 15 next, WGSD shall notify Epworth in writing as to the cost of the educational services for the renewal period. Within five business days of receipt of such notice from WGSD, Epworth shall notify WGSD in writing of Epworth's acceptance of such terms, otherwise, this Agreement shall terminate at the conclusion of the then-current term. Compensation for educational services provided hereunder during any renewal term shall be payable as follows: one-half on July 15 of the school year of service, and one-half on January 15 of the school year of service.

6. The parties agree to work cooperatively and collaboratively relative to any complaints or concerns regarding any of the facilities or services provided hereunder.

7. This Agreement contains the entire agreement and understanding between the parties relative to educational services to be provide by WGSD for the Restricted Students, and supersedes and replaces any prior agreement or understanding between the parties related thereto. Any amendment of this Agreement must be in writing, signed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

EPWORTH CHILDREN & FAMILY  
SERVICES, INC.

By:   
Name: KEVIN D. CULLIGAN  
Title: CEC

WEBSTER GROVES SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_