

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

**DATE: June 11, 2016**

**TOPIC/PROPOSAL:**

Approval of Alternative School Partnership Agreement with Kirkwood School District.

**BACKGROUND INFORMATION:**

The Board approved the original Alternative School Partnership Agreement with Kirkwood School District in 2010. The attached agreement continues the same relationship with Kirkwood S.D., provides the same services for students, and is at the same cost as provided during the 2015-16 school year.

**INSTRUCTIONAL IMPACT/RATIONALE:** This alternative education program provides prevention and intervention activities and alternative instruction for students (6<sup>th</sup> -12<sup>th</sup> grade) who have not been successful in their current educational program or have been assigned long term out of school suspension for discipline violations. This may include students who have a history of academic failure, credit deficiencies, attendance or medical concerns, substance abuse, violent, abusive, or chronically disruptive behaviors.

**CSIP/DISTRICT GOAL ADDRESSED:** All

**FISCAL NOTE:** The proposed agreement is for a total of \$121,400.00 and is the same amount paid during the 2015-16 school year.

**ADMINISTRATIVE RECOMMENDATION:**

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

I move that the Board of Education approve the Alternative School Partnership Agreement with Kirkwood School District.

**PREPARED BY:** Sarah Booth Riss and John M. Thomas

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

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

**Kirkwood and Webster Groves School Districts**  
**Alternative School Partnership Agreement**

This agreement is made and entered into by and between the Kirkwood School District (Kirkwood School District) and the Webster Groves School District (Webster Groves School District) of St. Louis County;

WHEREAS, the Kirkwood School District & Webster Groves School District wish to work cooperatively with each other to provide for the implementation and ongoing operation of an alternative education program that provides prevention and intervention activities and alternative instruction for students (6<sup>th</sup> -12<sup>th</sup> grade) who have not been successful in their current educational program or have been assigned long term out of school suspension for discipline violations. This may include students who have a history of academic failure, credit deficiencies, attendance or medical concerns, substance abuse, violent, abusive, or chronically disruptive behaviors. This program shall be *known* as VISTA and

WHEREAS, Section 70.220 Mo. Rev. Stat. provides for political subdivisions to contract and cooperate with other political subdivisions for a common service, provided that the subject and purpose of any such contract shall be within the scope of the powers of such political subdivision; and

WHEREAS, The Alternative Education Act, §~ 167.320 et al. Rev. Stat. Mo., provides for public school districts to provide alternative education programs and to obtain grant funds for such programs; and

WHEREAS, each District is a public school district charged under State law with the duty to provide adequate public schools and the authority to supervise all matters pertaining to the public schools, and that each District will retain all such authority under this Agreement.

WHEREAS, the majority of the Board of Education of each District has passed a resolution to approve and enter into this Agreement for the 2016-2017 school year.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Districts agree as follows:

**ARTICLE I**  
**AGREEMENT**

**Section 1: Authority.** Section 70.220 Mo. Rev. Stat. provides for political subdivisions to contract and cooperate with other political subdivisions for a common service, provided that the subject and purpose of any such contract shall be within the scope of the powers of such political subdivision. The Alternative Education Act, §~ 167.320 et al. Mo. Rev. Stat., provides for public school districts to offer alternative education opportunities for students and encourages public school districts to pursue regional approaches to alternative education where appropriate. Each District is a public school district charged under Missouri law with the duty to provide adequate public schools and has the authority to supervise all matters pertaining to the public schools. In entering into this Agreement, each District will retain all such authority.

The VISTA School will be developed, operated and accountable to and supervised by the Kirkwood School District consistent with Kirkwood School District Board Policies. The Webster Groves School District will purchase space for WGSD students consistent with the mission of the VISTA school and Webster Groves School District needs. Webster Groves School District will assign appropriate district administrators to collaborate with the Kirkwood School District administrative staff on the design and development of the VISTA school program.

**Section 2: General Purpose.** The General Purpose of this Agreement is to set forth the guidelines and procedures by which the Kirkwood and Webster Groves School Districts will cooperate to provide for the implementation and ongoing operation of VISTA for the purposes of, but not specifically limited to, providing appropriate staffing as determined by the Kirkwood School District, leasing and purchasing of real and personal property, all as necessary to operate an alternative education program for sixty-two (62) students, and such other purposes as considered appropriate by the two school districts.

## **ARTICLE II** **GOVERNING AUTHORITY**

**Section 1: The Kirkwood School District Board of Education.** The Kirkwood School District Superintendent will appoint the district-level administrator to supervise the VISTA School Principal/Director and to collaborate with the Webster Groves School District liaison.

**Section 2: The Webster Groves School District Board of Education.** The Webster Groves School District Superintendent will appoint a district level administrator to work in a collaborative capacity with the Kirkwood School District administrative designee and VISTA Principal/Director.

**Section 3: Duties of the Kirkwood School District.** The Kirkwood School District

administration shall be responsible for the general management of the affairs, property and business of VISTA and may adopt such rules and regulations for that purpose and for the conduct of its program as it deems proper. These duties include but are not limited to:

- (1) Recommending employees for assignment to VISTA;
- (2) Developing the annual budget and providing financial support for VISTA;
- (3) Approving annual VISTA budgets, financial reports, and payment of bills;
- (4) Considering and acting on future expansion or closure of VISTA;
- (5) Considering and acting on the addition or redistribution of student slots allocated in VISTA to each school district;
- (6) Maintaining curriculum and identifying courses;
- (7) Maintaining accountability and coordination between Kirkwood School District and Webster Groves School District;
- (8) Supervising staff and students as required under Kirkwood School District policies and procedures;
- (9) Purchasing or leasing real property required for the operation of VISTA;
- (10) Assuming additional authority as deemed necessary for efficient operation of the VISTA;
- (11) Having and exercising all powers necessary or convenient to effect any and all of the purposes for which VISTA is organized.

### **ARTICLE III** **FINANCIAL ISSUES**

**Section 1: Fiscal Year.** The fiscal year of VISTA shall begin on the first day of July of each year and end on the last day of June of the following year.

**Section 2: Costs.** Kirkwood School District and Webster Groves School District will be financially responsible, in accordance with the annual budgeted cost per pupil and number of reserved student slots per district. Such costs may include, but are not limited to: staff salaries/benefits, instructional supplies, equipment, real property acquisition and operating expenses.

The Districts will make all financial contributions in accordance with the following student enrollment percentages and reserved student seat allocations:

<u>District</u>	<u>Enrollment Percentage</u>	<u>Reserved Seats</u>
Kirkwood R-VIII School District	71%	44
Webster Groves School District	29%	18

Reserved student seats are based on the Student Enrollment Percentages allocated and agreed to between the Kirkwood School District and Webster Groves School District.

Webster Groves School District's financial contribution for the 2016-17 school year will be \$6744.44 X 18 reserved student seats for a total of \$121,400.00 The Kirkwood School District will invoice the Webster Groves School District quarterly starting on July 1, 2016 and subsequently thereafter, on October 1, January 1, and April 1, 2017.

**Section 3: Default.** If payments have not been made within thirty (30) days of date payment is

due, the Webster Groves School District will be considered in default. After reasonable attempts to obtain payment, the Kirkwood School District may recover any contribution in default by a civil suit, and the Webster Groves School District shall reimburse all costs of the suit, including reasonable attorneys' fees.

**Section 4: Fees for Usage of Collaborative School by Other School Districts.** At the discretion of Kirkwood School District, fees may be set either uniformly or individually for use of VISTA by school districts not part of this Agreement. Seats made available to other districts would be in addition to seats reserved for the Kirkwood and Webster Groves School Districts and would only be made available when the capacity of VISTA to serve students beyond the designated 62 slots has been determined by program administration.

**Section 5: Budget Process.**

Annual Budgets. The Kirkwood School District shall prepare and submit the Per Student Seat cost to the Webster Groves School District for substantial agreement by February 15th of each year.

**Section 6: Contracting and Purchasing.** The Kirkwood School District shall have the authority to make such contracts and enter into such agreements as it deems necessary for it to perform any duties imposed upon it by this Agreement.

**Section 7: Expenditures.** The Kirkwood School District may expend VISTA funds as it deems necessary and appropriate pursuant to this Agreement.

**Section 8: Gifts/Grants.** On behalf of VISTA, the Kirkwood School District, pending approval by the Kirkwood Board of Education, shall have the authority to accept gifts, apply for and use grants, and enter into agreements required in connection therewith, and also hold, use and dispose of money or property received as a gift or grant in accordance with Kirkwood School District policy.

**Section 9: Financial Records.** The Kirkwood School District Superintendent designee will provide accountability for all expenditures, assets, fees, grants or other monies that occur as a product or by-product of the implementation of VISTA. The Designee will be responsible for maintaining the Official Record of Districts' Contributions to the School, in which all Districts' financial contributions are recorded.

**ARTICLE IV**  
**INDEMNITY AND INSURANCE**

**Section 1: District Insurance.** The Kirkwood School District and Webster Groves School District shall maintain liability insurance in the amounts determined by each school district to provide appropriate insurance protection for liability claims related to students attending VISTA.

**ARTICLE V**

## HIRING OF TEACHERS AND STAFF

**Section 1: Hiring, supervision, and evaluation of VISTA staff.** Kirkwood School District personnel policies and procedures will be used to hire, supervise, and evaluate staff for VISTA. Input from appropriate Webster Groves School District administrators will be obtained and considered in the evaluation of all VISTA staff.

### ARTICLE VI STUDENTS

**Section 1: Assignment of Students.** Each District will determine which students may enroll in VISTA, up to a maximum of its allocated seats set forth in Section 2 of this Article. The students assigned shall qualify for participation in alternative education programs funded by grants under the Alternative Education Act, §~ 167.322 et al. Rev. Mo. Stat., as such act may hereafter be amended, or such student’s assignment shall otherwise be agreed to in writing by each District.

It is the expectation that VISTA, under the leadership of its principal, will provide a responsive and flexible learning program which adapts to the individualized needs of its students. However, if a student commits a Safe Schools Act violation while enrolled in VISTA, or if a student’s individualized needs are so intense that the safety of other students is compromised, the principal has the authority to suspend the student from VISTA for up to 10 days and to recommend additional suspension, expulsion or change of placement to the Superintendent or assigned designee of the student’s home district. As needed, VISTA’s principal will work cooperatively with the home school administrator to determine alternative programming options which more effectively match the student’s needs. In cases where the referring school administrator and VISTA principal are unable to agree to an appropriate resolution, the district Superintendents or their designees may be asked to resolve the dispute. Vista administration has the authority to not accept any student who has been charged with, convicted or adjudicated for a crime that places other students in danger.

**Section 2: Student Enrollment Slots.** VISTA will serve up to sixty-two (62) students at a time. The Kirkwood School District and Webster Groves School District agree to the following allocations:

<u>District</u>	<u>Allocated Seats</u>
Kirkwood R-VII School District	44
Webster Groves School District	18

The Kirkwood School District may, based on student needs and program capacity increase/decrease the total number of students to be served or reallocate the number of student enrollment slots available to a District. As space allows, the Kirkwood School District may sell student slots to non-partner districts at the School average per student operational cost.

### ARTICLE VII WITHDRAWAL, TERMINATION, AND ADDITION OF DISTRICT PARTICIPANTS

**Section 1: Withdrawal.** The Kirkwood School District or Webster Groves School District may withdraw from this Agreement by submitting its Intention to Withdraw notice to the partner district Superintendent not later than February 15th of any year to be effective June 30 of that same fiscal year (hereinafter known as the “Date of Final Withdrawal”).

**Section 2. Financial Effect of Withdrawal.** The Webster Groves School District is responsible for its portion of all financial payments during the fiscal year in which the notification of withdrawal is made. Furthermore, the Webster Groves School District shall remain responsible for any other long term obligations incurred by VISTA pursuant to contracts that extend beyond the fiscal year in which the notification of withdrawal is made and that were entered into with the consent of both Districts (e.g. multi-year instructional software contracts) unless the Kirkwood School District agrees to release the Webster Groves School District from such obligation. Upon the date of final withdrawal, the Webster Groves School District shall cease to receive any services or benefits provided by VISTA.

**ARTICLE VIII**  
**MISCELLANEOUS**

**Section 1: Binding Agreement.** This Agreement shall be binding upon, and inure to the benefit of, the respective successors or permitted assigns of the Districts hereto.

**Section 2: Severability.** If any of the terms, conditions or provisions contained herein are found by a court of competent jurisdiction to be void, voidable, unenforceable or invalid, that fact shall not affect the enforceability or validity of the remainder of the terms, conditions or provisions herein, and this Agreement shall remain valid and enforceable with respect to such remaining terms, conditions and provisions and shall be construed as though the void, voidable, unenforceable or invalid terms, conditions and provisions were never included herein.

**Section 3: Captions.** Captions used herein are for the convenience of the Districts and shall not be used in construing the meaning of this Agreement.

**Section 4: Notices.** Except as may otherwise be provided in this Agreement, any and all notices given by a District in connection with this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, postage prepaid, (ii) recognized overnight courier service, (iii) messenger or other personal service, (iv) email, or (v) facsimile, in each case effective upon delivery, to the addresses set forth below:

**If to Kirkwood:**

Attn: Dr. Kristy Kindwall Facsimile No. 314-984-0002  
Kirkwood School District  
11289 Manchester Road  
Kirkwood, MO 63122  
314-213-6106  
[kristy.kindwall@kirkwoodschoools.org](mailto:kristy.kindwall@kirkwoodschoools.org)

**If to Webster Groves:**

Attn: John M. Thomas Facsimile No. 314-963-6411  
Webster Groves School District  
400 E. Lockwood Ave.  
Webster Groves, MO 63119  
314-918-4378  
[thomas.johnm@wgmail.org](mailto:thomas.johnm@wgmail.org)

Or to such other addresses as may be designated by notice given from time to time in accordance herewith.

**Section 5: Choice of Law.** This Agreement shall be governed and construed in accordance with the internal laws and decisions of the State of Missouri.

**Section 6: Waiver.** No waiver of any breach of this Agreement by a District shall be deemed to be a waiver of any other breach or a subsequent breach. If any District fails to exercise, or delays in exercising, any right under this Agreement, such failure or delay shall not be deemed a waiver of such right or any other right.

**Section 7: Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**Section 8: Entire Agreement.** This Agreement sets forth the entire understanding of the Districts with respect to the subject matter hereof, and supersedes any and all prior agreements, arrangements or understandings, relating to the subject matter hereof

IN WITNESS WHEREOF, the parties to this Agreement have caused the same to be signed by authorized representatives thereof.

**Kirkwood R-VII School District**

**Webster Groves School District**

By: \_\_\_\_\_  
Superintendent

by: \_\_\_\_\_  
Superintendent

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_