

**CONTRACTUAL AGREEMENT FOR EDUCATIONAL SERVICES
2024-25 School Year**

Between

Sherwood Center for the Exceptional Child (DBA Sherwood Autism Center)
8030 Ward Parkway Plaza Kansas City, Missouri 64114

and

Smithville R-II School District

This agreement is entered into between the Smithville R-II School District and the Sherwood Center for the Exceptional Child.

Sherwood Center for the Exceptional Child, (hereinafter referred to as "Service Provider"), is a duly organized not-for-profit agency chartered under the corporate laws of the State of Missouri and certified as a State Approved Private Agency by the Missouri Department of Elementary and Secondary Education.

Whereas, Smithville R-II School District (hereafter referred to as "The District"), in order to provide an appropriate special education program for students whose education is the responsibility of The District, finds it desirable to acquire the services of another agency; and

Whereas, The Service Provider is an agency having appropriate programs, capacity and competence to provide appropriate special education services to students, agrees to contract with The District, for educational services.

Therefore, the parties agree as follows:

1. Scope of Services

- a. The Services required by this contract shall include, but not be limited to, all educational services, including behavior management, in compliance with IDEA, and in compliance with Missouri statutory provisions as required by a student's Individual Education Plan (hereinafter "IEP") or as otherwise necessary to meet the educational needs of the student. Service Provider agrees to fully implement the IEP as written.
- b. Service Provider agrees to devote its best efforts consistent with the Services required herein. In providing the Services required by the contract, The District agrees to provide Service Provider with all information necessary for Service Provider to provide the hereto agreed Services.
- c. Service Provider and The District agree that all Services provided, shall meet the requirements of federal and state law regulations.
- d. In providing the Services, Service Provider and The District agree that reasonable emergency safety physical interventions may be used to protect the student from self-injury or for the protection of other persons. In providing the Services, Service Provider and The District agree that such measures will be utilized in accordance

with subparagraph “e” and that no corporal punishment shall be administered to students.

- e. In providing the services, the District agrees to release and discharge Service Provider from any claims asserted against the Service Provider arising out of or caused by the District’s agent’s or employee’s willful or negligent acts or omissions related to the provision of any services under this agreement.
- f. Sherwood Autism Center shall implement seclusion and restraint policies which comply with state and federal law. These policies have been adapted from the Department of Elementary and Secondary Education (DESE) Model Policy on Seclusion and Restraint November 2021. Service Provider’s use and reporting of seclusion and restraint will comply with RSMo. § 160.263.

2. Approved Private Agency Assurances

- a. Service Provider agrees to provide appropriate facilities, equipment, and materials to effectively deliver special education and related services to all students serviced via this contract.
- b. Due to the COVID-19 Pandemic, services will be done in compliance with all applicable City, State and Federal guidelines, recommendations, and restrictions, including but not limited to, social distancing; use of PPE; handwashing and infection prevention; facility cleaning; and screening protocols of staff, students, parents and other visitors.
- c. Service Provider agrees to provide and fully implement the procedural safeguards, which exist for students with disabilities under Part B of the Individuals with Disabilities Education Act (IDEA).
- d. Service Provider agrees to provide a school-year calendar, and any updates or modifications to that calendar.
- e. Service Provider agrees to have a written code of student conduct that has been shared with The District students and parents.
- f. Service Provider agrees to provide The District with data on student progress quarterly or upon request.
- g. Service Provider agrees to maintain student records consistent with the provisions of The Family Educational Rights and Privacy Act (“FERPA”) 34 C. F.R.99.1-99.67
- h. Service Provider agrees that any food services program is operated in accordance with all applicable local ordinances and/or state regulations and guidelines.
- i. Service Provider agrees to provide appropriate certificated staff for the special education students served.
- j. Service Provider shall require each of its employees, agents, and independent contractors providing services under this Agreement to be subjected to criminal and child abuse and neglect background checks (collectively “Background Checks”). The Background Checks will, at a minimum, be as comprehensive as the criminal background check required of District’s employees and Missouri law. The results of these Background Checks must be deemed satisfactory before allowing the employee, agent, or independent contractor to have direct contact with students, provided that any record indicating a finding or plea of guilty to any felony, any crime involving abuse or neglect of children, any sex offense or crime involving moral turpitude, or any offense stated in RSMo. Section 168.071 will not be deemed a satisfactory background check. Prior to receipt of a satisfactory background check, Service Provider shall not allow the employee, agent, or

contractor undergoing Background Checks to engage in services under this Agreement. The District shall have not responsibility whatsoever for the costs associated with conducting Background Checks.

- k. Service Provider agrees to provide evidence of general liability insurance coverage with minimum limits of \$1,000,000 per claim and \$3,000,000 in the aggregate, and workers' compensation insurance as required by law. Any insurance purchased by Service Provider is not intended to act as a waiver of sovereign immunity, nor is it a waiver of any defense available to the District and its employees by statute or at common law.
- l. Service Provider agrees to ensure equal employment/educational opportunities regardless of race, color, creed national origin, sex or any other protected status.
- m. Service Provider agrees to comply with appropriate health, safe environment inspections, occupancy, fire safety, and accessibility standards as required by state and local standards and regulations.
- n. Service Provider agrees that the educational program provided is free of regulation and administrative influence by any sectarian, denominational, or other religious affiliation.

3. Term and Compensation

- a. Service Provider agrees to provide a regular school year educational (RSY) program of 180 days, and an extended school year (ESY) educational program of 40 days, beginning October 7th, 2024 ending August 4, 2025.
- b. The District agrees that in addition to the 220 program days (i.e. 180 RSY plus 40 ESY), there are additional enrollment days included during the regular and extended school year term which are as follows:
 - i. Inclement Weather days
 - ii. Scheduled School Closure days (i.e. winter break, spring break, etc.)
 - iii. Observed Holidays
 - iv. Federal Holidays
- c. The District shall be responsible for the standard tuition charge of \$231.78 per day of enrollment including absences, inclement weather days, program closure days and holidays as long as the student remains a resident of the district. One-to-one assistance is available for an additional fee of \$155.23 per day of attendance. Tuition costs include all educational fees and materials, music therapy, community outings, and lunch program.
- d. Speech Therapy and Occupational Therapy are available at a rate of \$91.25 per hour.
- e. Applied Behavior Analysis (ABA) Therapy is available at the following rates based on certification level of the provider and service type:
 - i. Board Certified Behavior Analyst (BCBA)
 - 1. Assessment-\$134.69 per hour
 - 2. Supervision-\$120.51 per hour
 - 3. Direct Instruction-\$42.54 per hour
 - 4. Group Instruction - \$11.34 per hour
 - ii. Registered Behavior Technician (RBT)
 - 1. Assessment Support - \$42.54 per hour
 - 2. Direct Instruction - \$42.54 per hour
- f. Due to the COVID-19 pandemic, instruction and services may need to be provided via distance learning, or a combination of in-person and distance learning. In the

event that remote instruction is required based on Federal, State, or local government order or healthcare regulations; daily rates will be charged based on enrollment and therapy rates will be charged as provided.

g. Tuition shall be billed monthly and include days of attendance for the month billed.

4. Transportation

The District will provide student transportation to and from Service Provider's site according to the Program Calendar set forth by the Service Provider. The District assumes all responsibility for the student(s) during transportation to and from school until such time that the student has transitioned off of their assigned bus/cab upon arrival at Sherwood and entered into the custody of a Sherwood staff member or until the students has boarded the bus/cab to leave for the day.

5. Termination

Either party may terminate this contract immediately for a material breach by the other party by giving written notice setting forth the material breach. Either party may terminate the contract without cause by giving the other party thirty (30) days written notice. All outstanding invoices Services, and Services provided up to the termination date of this contract but not invoiced at that time, shall be paid in full by The District.

6. Force Majeure

Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion war, act of god, sabotage, accident, pandemic or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.

The parties agree the terms of this Agreement do not constitute a partnership, joint venture, employer-employee or other relationship and no form of agency exists between the parties. No employee, agent or representative of The District shall be deemed to the employee, agent, or representative of The Service Provider.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for any lawsuit shall be in Jackson County, Missouri.

Nothing in this Agreement shall be considered to be a waiver of the District's sovereign immunity or governmental immunity, by whatever name, under the laws of the State of Missouri, including, but not limited to, under RSMo. § 537.600, et seq.

The Agreement may not be assigned without the prior consent of both parties.

This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

Service Provider agrees it will indemnify and hold the District, its agents, servants and successors harmless from any claims asserted against the District arising out of or caused by Service Provider's agent's or employee's willful or negligent acts or omissions related to the provision of any service under this agreement, including for any costs and attorney's fees incurred by the District in

defending such claims.

IN WITNESS WHEREOF, each of the Parties has caused this contract to be executed in its name and on its behalf as of the date set forth below and further affirms by their signature that they have authority to bind the party to contracts and that any prior approval by a board or other entity has been obtained.

**SHERWOOD CENTER FOR THE
EXCEPTIONAL CHILD**

Smithville R-II School District

Kia Walsh, MS
Chief Executive Officer
Sherwood Center for the Exceptional Child

Scott Jacoby

Printed Name

Signature

Title

Date

Date