



BOARD RESOLUTION

Date: May 29, 2012

Agenda Item : 06-26-12-58

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Chip Jones, Assoc. Supt., Student Support Serv

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve a Memorandum of Understanding (MOU) with the St. Louis Public Library to provide school to work transitional training for students with disabilities. The MOU will be for the period July 1, 2012 through June 30, 2013.

BACKGROUND: The St. Louis Public Library will provide school to work transitional training in the operation of the Library. The students will learn to organize the books according to the Dewey Decimal system, they will also retrieve books and place them in the correct area of the library, and assist the Library staff where deemed appropriate. The program is designed to give the students meaningful work experience and give the students professional development opportunities. The work experience will help the students become successful academically and in the working community.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Student Support Services

Requestor:

Dr. Chip Jones, Assoc. Supt., Student Support Serv

Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and St. Louis Public Library on this 22nd day of May 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between St. Louis Public Library and the St. Louis Public Schools in order to provide school to work transitional training for students with disabilities. Students will learn how to organize books according to the Dewey Decimal system, they will also retrieve books and place them in the correct area of the library. Student will also assist Library staff where deemed appropriate.

1. Fundraising: It is understood by The Agency that the SLPS does not endorse any fundraising efforts by the Agency, whether or not associated with the activities and duties contemplated by this MOU. To the extent that the Agency believes in the future that its activities require fundraising, the parties agree that all documents and activities associated with any such fundraising effort will be cooperatively prepared and separately agreed to, and **must be approved by the Special Administrative Board of the Transitional School District of the City of St. Louis prior to implementation.**

2. Limitation of Liability: Each party to this MOU shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims, and the SLPS shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo.Rev.Stat. §537.600, et seq. Nothing in the MOU shall be construed as an indemnification by one party or the other for liabilities of a party or third persons for property or any other loss, damage, death, or personal injury arising out of the performance of this MOU. Any liabilities or claims for property or other loss, damage, death, or personal injury by a party or its agents, employees, contractors, or assigns or by third persons arising out of and during this MOU shall be determined according to applicable law. SLPS does not relinquish or waive any of its rights under applicable state governmental immunities law.

3. Background Checks: All Personnel providing services under this MOU that may in any way come into contact with students must undergo background checks consistent with those used by the SLPS and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Agency, and the SLPS shall not be liable for such cost under any circumstance. The Agency will provide written confirmation to SLPS that the background checks on all Personnel hereunder reflected no negative findings that said Personnel passed the background checks and are, therefore, eligible to provide services under this MOU.

4. Student Information: The Agency acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students, including but not limited to the education and/or medical records of students. Both during the term of this MOU and thereafter, the Agency covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the SLPS. The Agency will not disclose any confidential information to any third party except as may be required in the course of performing services for the SLPS hereunder or by law, and any disclosure will be in compliance with the Family Education Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

5. Obligations of SLPS:

- Collaborate with the St. Louis Public Library in developing a transitional work program for students with disabilities.
- The terms of the document titled St. Louis Public Library and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

6. Obligations of Agency:

- To create an environment in which the student volunteer may develop the ability and motivation to learn skills that will help them become successful academically and in the working community.
- To provide meaningful work experience for student volunteers.
- Give the volunteers professional developments opportunities that will allow them to build up their skills and abilities and foster positive relationships within the community.
- St. Louis Public Library shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the St. Louis Public School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.
- St. Louis Public Library shall make available to assigned St. Louis Public School's students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, St. Louis Public Library may, with the consent of St. Louis Public School's program coordinator, place the student in a volunteer/paying position with St. Louis Public Library or other appropriate placement upon the student's graduation from the St. Louis Public School program.

- St. Louis Public Library shall have the right to remove a student from assignment to St. Louis Public Library and will notify St. Louis Public School High School's representative of the basis of that decision.
- The terms of the document titled St. Louis Public Library and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

7. Success of this program will be measured using the following Performance Standards:

Performance Standards: Agency performance at the end of the term of this Memorandum of Understanding will be measured by the Agency's compliance with the following performance standards:

- (a) Students will be evaluated on how well they learn the Dewey Decimal system, also how well they return the books back to the appropriate area.
- (b) The program will include at least 10 students from the various high schools of the SLPS District.
- (c) At least 5 students from the program will be employed as a result of the skills and volunteer experience.

8. Term and Termination: The term of the MOU will be one year from the Effective Date. Either party shall have the right to terminate this MOU without cause with thirty (30) days written notice to the person who has signed as a representative of the parties below.

Saint Louis Public Schools

St. Louis Public Library

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____



BOARD RESOLUTION

Date: May 29, 2012

Agenda Item : 06-26-12-59

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Chip Jones, Assoc. Supt., Student Support Serv

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve a Memorandum of Understanding (MOU) with the St. Louis Psychiatric Center to provide school to work transitional training for students with disabilities. The MOU will be for the period July 1, 2012 through June 30, 2013.

BACKGROUND: The St. Louis Psychiatric Center will provide school to work transitional training that will allow the students to acquire experience learning in data entry, filing, shredding, assisting staff with daily inventory of campus store, and light janitorial duties. The program is designed to give the students meaningful work experience and give the students professional development opportunities.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type – 2218 Function– 6411 Object Code)

Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Student Support Services

Requestor:

Dr. Chip Jones, Assoc. Supt., Student Support Serv

Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and Metropolitan of St. Louis Psychiatric Center on this 22nd day of May 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between Metropolitan of St. Louis Psychiatric Center and the St. Louis Public Schools in order to provide school to work transitional training for students with disabilities. Student will acquire experience learning how to do data entry, filing, and shredding, assisting staff with daily inventory of campus store and light janitorial duties.

1. Fundraising: It is understood by The Agency that the SLPS does not endorse any fundraising efforts by the Agency, whether or not associated with the activities and duties contemplated by this MOU. To the extent that the Agency believes in the future that its activities require fundraising, the parties agree that all documents and activities associated with any such fundraising effort will be cooperatively prepared and separately agreed to, and **must be approved by the Special Administrative Board of the Transitional School District of the City of St. Louis prior to implementation.**

2. Limitation of Liability: Each party to this MOU shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims, and the SLPS shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo.Rev.Stat. §537.600, et seq. Nothing in the MOU shall be construed as an indemnification by one party or the other for liabilities of a party or third persons for property or any other loss, damage, death, or personal injury arising out of the performance of this MOU. Any liabilities or claims for property or other loss, damage, death, or personal injury by a party or its agents, employees, contractors, or assigns or by third persons arising out of and during this MOU shall be determined according to applicable law. SLPS does not relinquish or waive any of its rights under applicable state governmental immunities law.

3. Background Checks: All Personnel providing services under this MOU that may in any way come into contact with students must undergo background checks consistent with those used by the SLPS and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Agency, and the SLPS shall not be liable for such cost under any circumstance. The Agency will provide written confirmation to SLPS that the background checks on all Personnel hereunder reflected no negative findings that said Personnel passed the background checks and are, therefore, eligible to provide services under this MOU.

4. Student Information: The Agency acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students, including but not limited to the education and/or medical records of students. Both during the term of this MOU and thereafter, the Agency covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the SLPS. The Agency will not disclose any confidential information to any third party except as may be required in the course of performing services for the SLPS hereunder or by law, and any disclosure will be in compliance with the Family Education Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

5. Obligations of SLPS:

- Provide students
- Collaborate with Metropolitan of St. Louis Psychiatric Center in developing a transitional work program for students with disabilities.

The terms of the document titled **MOU** with Metropolitan of St. Louis Psychiatric Center and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

6. Obligations of Metropolitan of St. Louis Psychiatric Center:

- Provide a brief description of duties.
- To create an environment in which the student volunteer may develop the ability and motivation to learn skills that will help them become successful academically and in the working community.
- Give the volunteers professional developments opportunities that will allow them to build up their skills and abilities and foster positive relationships within the community.
- Metropolitan of St. Louis Psychiatric Center shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the St. Louis Public School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.

- Metropolitan of St. Louis Psychiatric Center shall make available to assigned St. Louis Public School's students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, Metropolitan of St. Louis Psychiatric Center may, with the consent of St. Louis Public School's program coordinator, place the student in a volunteer/paying position with Metropolitan of St. Louis Psychiatric Center or other appropriate placement upon the student's graduation from the St. Louis Public School program.
- Metropolitan of St. Louis Psychiatric Center shall have the right to remove a student from assignment to Metropolitan of St. Louis Psychiatric Center and will notify St. Louis Public School High School's representative of the basis of that decision.
- Provide meaningful work experience for student volunteers.

The terms of the document titled **MOU** with Metropolitan of St. Louis Psychiatric Center and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

7. Success of this program will be measured using the following Performance Standards:

Performance Standards: Agency performance at the end of the term of this Memorandum of Understanding will be measured by the Agency's compliance with the following performance standards:

1. The program will include at least 10 students from the various high schools of the SLPS District.
2. At least 5 students from the program will be employed as a result of the skills and volunteer experience.

8. Term and Termination: The term of the MOU will be one year from the Effective Date. Either party shall have the right to terminate this MOU without cause with thirty (30) days written notice to the person who has signed as a representative of the parties below.

Saint Louis Public Schools

Metropolitan of St. Louis Psychiatric Center

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



BOARD RESOLUTION

Date: May 29, 2012

Agenda Item : 06-26-12-60

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Chip Jones, Assoc. Supt., Student Support Serv

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve a Memorandum of Understanding (MOU) with the YMCA to provide school to work transitional training for students with disabilities. The MOU will be for the period July 1, 2012 through June 30, 2013.

BACKGROUND: The YMCA will provide school to work transitional training in the areas of light maintenance, organizing and setting up activities for the community and assisting office staff on a daily basis. The program is designed to give the students meaningful work experience and give the students professional development opportunities.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Student Support Services

Requestor:

Dr. Chip Jones, Assoc. Supt., Student Support Serv

Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and The YMCA on this 22nd day of May 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between YMCA and the St. Louis Public Schools in order to provide school to work transitional training for students with disabilities, with duties that include light maintenance, organizing and setting up activities for the community and also assisting office staff on a daily basis.

1. Fundraising: It is understood by The Agency that the SLPS does not endorse any fundraising efforts by the Agency, whether or not associated with the activities and duties contemplated by this MOU. To the extent that the Agency believes in the future that its activities require fundraising, the parties agree that all documents and activities associated with any such fundraising effort will be cooperatively prepared and separately agreed to, and **must be approved by the Special Administrative Board of the Transitional School District of the City of St. Louis prior to implementation.**

2. Limitation of Liability: Each party to this MOU shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims, and the SLPS shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo.Rev.Stat. §537.600, et seq. Nothing in the MOU shall be construed as an indemnification by one party or the other for liabilities of a party or third persons for property or any other loss, damage, death, or personal injury arising out of the performance of this MOU. Any liabilities or claims for property or other loss, damage, death, or personal injury by a party or its agents, employees, contractors, or assigns or by third persons arising out of and during this MOU shall be determined according to applicable law. SLPS does not relinquish or waive any of its rights under applicable state governmental immunities law.

3. Background Checks: All Personnel providing services under this MOU that may in any way come into contact with students must undergo background checks consistent with those used by the SLPS and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Agency, and the SLPS shall not be liable for such cost under any circumstance. The Agency will provide written confirmation to SLPS that the background checks on all Personnel hereunder reflected no negative findings that said Personnel passed the background checks and are, therefore, eligible to provide services under this MOU.

4. Student Information: The Agency acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students, including but not limited to the education and/or medical records of students. Both during the term of this MOU and thereafter, the Agency covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the SLPS. The Agency will not disclose any confidential information to any third party except as may be required in the course of performing services for the SLPS hereunder or by law, and any disclosure will be in compliance with the Family Education Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

5. Obligations of SLPS:

- Provide a potential student referral list.
- Collaborate with The YMCA in developing a transitional work Program for students with disabilities.
- Provide Free and Reduced Breakfast, Lunch, not including those times that SLPS does not provide FRBL, such as holidays and breaks
- The terms of the document titled The YMCA and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

6. Obligations of Agency:

- The YMCA shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the St. Louis Public School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.
- The YMCA shall make available to assigned St. Louis Public School's students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, The YMCA may, with the consent of St. Louis Public School's program coordinator, place the student in a volunteer/paying position with The YMCA or other appropriate placement upon the student's graduation from the St. Louis Public School program.
- The YMCA shall have the right to remove a student from assignment to The YMCA and will notify St. Louis Public School High School's representative of the basis of that decision.

- To create an environment in which the student volunteer may develop the ability and motivation to learn skills that will help them become successful academically and in the working community.
- To provide meaningful work experience for the volunteers/Students.
- Give the volunteers professional developments opportunities that will allow them to build up their skills and abilities and foster positive relationships within the community.
- The terms of the document titled The YMCA and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

7. Success of this program will be measured using the following Performance Standards:

SLPS Performance Standards: Agency performance at the end of the term of this Memorandum of Understanding will be measured by the Agency's compliance with the following performance standards:

1. The program will include at least 20 students from the various high schools of the SLPS District.
2. At least 5 students from the program will be employed as a result of the skills and volunteer experience.

8. Term and Termination: The term of the MOU will be one year from the Effective Date. Either party shall have the right to terminate this MOU without cause with thirty (30) days written notice to the person who has signed as a representative of the parties below.

Saint Louis Public Schools

YMCA

By: _____
 Name: _____
 Title: _____

By: _____
 Name: _____
 Title: _____



BOARD RESOLUTION

Date: May 29, 2012

Agenda Item : 06-26-12 tol

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Chip Jones, Assoc. Supt., Student Support Serv

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve a Memorandum of Understanding (MOU) with the St. Louis Community Credit Union to provide school to work transitional training for students with disabilities. The MOU will be for the period July 1, 2012 through June 30, 2013.

BACKGROUND: The St. Louis Community Credit Union will provide school to work transitional training in the areas of data entry, filing, shedding and assisting staff with daily inventory. The program is designed to give the students meaningful work experience and give the students professional development opportunities.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.

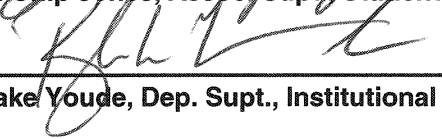
FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)


Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:


Department: Student Support Services


Requestor:


Dr. Chip Jones, Assoc. Supt., Student Support Serv


Blake Youde, Dep. Supt., Institutional Advancement


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING **(NON-FUNDRAISING)**

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and St. Louis Community Credit Union on this 22nd day of May 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between St. Louis Community Credit Union and the St. Louis Public Schools in order to provide school to work transition training for students with disabilities. Students will acquire experience learning how to do data entry, filing, and shedding, assisting staff with daily inventory.

1. Fundraising: It is understood by The Agency that the SLPS does not endorse any fundraising efforts by the Agency, whether or not associated with the activities and duties contemplated by this MOU. To the extent that the Agency believes in the future that its activities require fundraising, the parties agree that all documents and activities associated with any such fundraising effort will be cooperatively prepared and separately agreed to, and **must be approved by the Special Administrative Board of the Transitional School District of the City of St. Louis prior to implementation.**

2. Limitation of Liability: Each party to this MOU shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims, and the SLPS shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo.Rev.Stat. §537.600, et seq. Nothing in the MOU shall be construed as an indemnification by one party or the other for liabilities of a party or third persons for property or any other loss, damage, death, or personal injury arising out of the performance of this MOU. Any liabilities or claims for property or other loss, damage, death, or personal injury by a party or its agents, employees, contractors, or assigns or by third persons arising out of and during this MOU shall be determined according to applicable law. SLPS does not relinquish or waive any of its rights under applicable state governmental immunities law.

3. Background Checks: All Personnel providing services under this MOU that may in any way come into contact with students must undergo background checks consistent with those used by the SLPS and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Agency, and the SLPS shall not be liable for such cost under any circumstance. The Agency will provide written confirmation to SLPS that the background checks on all Personnel hereunder reflected no negative findings, that said Personnel passed the background checks and are, therefore, eligible to provide services under this MOU.

4. Student Information: The Agency acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students, including but not limited to the education and/or medical records of students. Both during the term of this MOU and thereafter, the Agency covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the SLPS. The Agency will not disclose any confidential information to any third party except as may be required in the course of performing services for the SLPS hereunder or by law, and any disclosure will be in compliance with the Family Education Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

5. Obligations of SLPS:

- a) Provide two student volunteers (Monday thru Thursday) to participate in an "off Campus" work-related experience.
- b) Slps staff will communicate regularly with St. Louis Community Credit Union staff
- c) Provide on-going observation of students on premises
- d) Maintain records of attendance, grades, and communicate with the home school of enrollment...
- e) Collaborate with the St. Louis Community Credit Union in developing transitional work experience program for students with disabilities.

6. Obligations of St. Louis Community Credit Union:

- a) To create an environment in which the student volunteer may develop the ability and motivation to learn skills that will help them become successful academically and in the working community.
- b) Give the volunteers professional developments opportunities that will allow them to build up their skills and abilities and foster positive relationships within the community.
- c) Provide a brief description of job duties
- d) Provide sign in sheet and Id budgets for students.
- e) St. Louis Community Credit Union shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the St. Louis Public School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.

- f) St. Louis Community Credit Union shall make available to assigned St. Louis Public School's students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, St. Louis Community Credit Union may, with the consent of St. Louis Public School's program coordinator, place the student in a volunteer/paying position with St. Louis Community Credit Union or other appropriate placement upon the student's graduation from the St. Louis Public School program.
- g) St. Louis Community Credit Union shall have the right to remove a student from assignment to St. Louis Community Credit Union and will notify St. Louis Public School High School's representative of the basis of that decision.

7. Success of this program will be measured using the following Performance Standards:

St. Louis Public School Performance Standards: Agency performance at the end of the term of this Memorandum of Understanding will be measured by the Agency's compliance with the following performance standards:

1. The program will include at least 8 students from the various high schools of the SLPS District.
2. At least 5 students from the program will be employed as a result of the skills and volunteer experience.

8. Term and Termination: The term of the MOU will be one year from the Effective Date, unless earlier terminated by either party by providing thirty (30) days' written notice to the person who has signed as a representative of each party below.

Saint Louis Public Schools

St. Louis Community Credit Union

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



BOARD RESOLUTION

Date: May 31, 2012

Agenda Item : 06-06-12-62

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Dan Edwards, Assoc. Supt., Secondary Schools

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors: Renewal
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 06-06-11-06

SUBJECT: To approve the renewal of the Memorandum of Understanding (MOU) with MERS/Goodwill to provide school to work transition training for special education students. This service will be provided through CAJT at Nottingham. The MOU will be for the period July 1, 2012 to June 30, 2013.

BACKGROUND: The program provides instruction in necessary job skills for the food service / custodial housekeeping industry. Once a student has demonstrated proficiency in necessary skills, the student will be placed in a volunteer/paying position with MERS/Goodwill or other appropriate placement in the food service/custodial housekeeping industry. This partnership has been very beneficial to our students. MERS/Goodwill has consistently met or exceeded the goals of the program. The performance review of the program is attached.

Accountability Plan Goals: Goal IV: Parent Community Involvement

Objective/Strategy: IV.A.

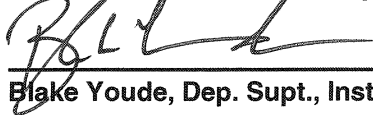
FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type – 2218 Function– 6411 Object Code)

Fund Source: NO COST		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

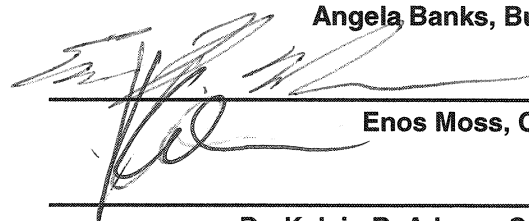
Department: Nottingham CAJT

Requestor: Brian O'Connor

Dr. Dan Edwards, Assoc. Supt., Secondary Schools


Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director



Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Memorandum of Understanding

Performance Standard(s)

Report

Agency: MERS/Goodwill

School: Nottingham CAJT High School

From: July 1, 2011 **To:** June 30, 2012

Performance Standard 1: MERS/Goodwill shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.

Status: MERS/Goodwill staff member and Nottingham CAJT staff meet regularly to discuss the program, learning objectives, and student performance.

Performance Standard 2:

MERS/Goodwill shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, MERS/Goodwill may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with MERS/Goodwill or other appropriate placement upon the student's graduation from the Nottingham CAJT program.

Status: MERS/Goodwill has provided instructional space when necessary, along with daily meals for students and staff. MERS/Goodwill has also offered paid positions upon graduation for students participating in the program.

Performance Standard 3: MERS/Goodwill shall have the right to remove a student from assignment to MERS/Goodwill and will notify Nottingham CAJT High School's representative of the basis of that decision.

Status: MERS/Goodwill maintains communication lines with Nottingham CAJT High School representatives and notifies the school's program coordinator if there are any concerns regarding students or staff.

Submitted by: Brian G. O'Connor

Date: 5/21/12

Reviewed by: _____

Date: _____

Recommendation:

☒ Continue

☐ Discontinue

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and MERS/Goodwill on this 1st day of July, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between MERS/Goodwill and the St. Louis Public Schools in order to provide school to work transition training for special education students.

- 1. Fundraising:** It is understood by The Agency that the SLPS does not endorse any fundraising efforts by the Agency, whether or not associated with the activities and duties contemplated by this MOU. To the extent that the Agency believes in the future that its activities require fundraising, the parties agree that all documents and activities associated with any such fundraising effort will be cooperatively prepared and separately agreed to, and **must be approved by the Special Administrative Board of the Transitional School District of the City of St. Louis prior to implementation.**
- 2. Limitation of Liability:** Each party to this MOU shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims, and the SLPS shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo.Rev.Stat. §537.600, et seq. Nothing in the MOU shall be construed as an indemnification by one party or the other for liabilities of a party or third persons for property or any other loss, damage, death, or personal injury arising out of the performance of this MOU. Any liabilities or claims for property or other loss, damage, death, or personal injury by a party or its agents, employees, contractors, or assigns or by third persons arising out of and during this MOU shall be determined according to applicable law. SLPS does not relinquish or waive any of its rights under applicable state governmental immunities law.
- 3. Background Checks:** All Personnel providing services under this MOU that may in any way come into contact with students without an SLPS employee present must undergo background checks consistent with those used by the SLPS and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Agency, and the SLPS shall not be liable for such cost under any circumstance. The Agency will provide written confirmation to SLPS that the background checks on all Personnel hereunder reflected no negative findings, that said Personnel passed the background checks and are, therefore, eligible to provide services under this MOU.
- 4. Student Information:** The Agency acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students, including but not limited to the education and/or medical records of students. Both during the term of this MOU and thereafter, the Agency covenants and agrees to hold such information in trust and confidence and

to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the SLPS. The Agency will not disclose any confidential information to any third party except as may be required in the course of performing services for the SLPS hereunder or by law, and any disclosure will be in compliance with the Family Education Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

5. Obligations of SLPS:

- (a) Nottingham CAJT High School shall have total responsibility for planning and determining the adequacy of the educational experience of students in basic skills, attitude, and behavior and will assign to each MERS/Goodwill site only those students whom it deems satisfactory in those areas. Students assigned to MERS/Goodwill worksite will have a work related goal in his/her Individualized Education Plan (IEP).
- (b) Nottingham CAJT High School shall inform its students and faculty that they must abide by the rules and regulations of MERS/Goodwill while performing activities pursuant to this Agreement and they may not enter a location or engage in any activity with MERS/Goodwill not authorized by MERS/Goodwill staff.
- (c) Nottingham CAJT High School will ensure all students participation on work sites will be limited to 90 hours for assessment, with the addition of up to 120 hours for training if that is added to the IEP. Nottingham CAJT High School faculty will be responsible to keep track of the students hours to stay within the 90 hour +120 hour total.
- (d) Nottingham CAJT High School shall designate a member of its faculty to coordinate the programs with designated members of MERS/Goodwill staff. This assignment shall include on-site visits when practical and a continuing exchange of information on the progress of the programs.
- (e) Nottingham CAJT High School shall have the right to withdraw a student from assignment with MERS/Goodwill.
- (f) The Nottingham CAJT High School 'teachers-in-charge' and support staff will provide constant direct supervision for all students performing work with MERS/Goodwill and shall be responsible for arranging immediate emergency care of students in the event of accidental injury or illness. MERS/Goodwill shall not be responsible for costs involved in follow-up care or hospitalization.
- (g) Nottingham CAJT High School shall maintain worker medical/accident insurance for each student worker assigned to MERS/Goodwill. A copy of the policy will be provided to the MERS/Goodwill program representatives.
- (h) Nottingham CAJT High School staff assigned to MERS/Goodwill must have participated in a background check provided by SLPS.

6. Obligations of Agency:

- (a) MERS/Goodwill shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.
- (b) MERS/Goodwill shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, MERS/Goodwill may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with MERS/Goodwill or other appropriate placement upon the student's graduation from the Nottingham CAJT program.
- (c) MERS/Goodwill shall have the right to remove a student from assignment to MERS/Goodwill and will notify Nottingham CAJT High School's representative of the basis of that decision.

7. Success of this program will be measured using the following Performance Standards:

Performance Standards: Agency performance at the end of the term of this Memorandum of Understanding will be measured by the Agency's compliance with the following performance standards:


- (a) See 6. Obligations of Agency.

8. Term and Termination: The term of the MOU will be one year from the Effective Date. Either party shall have the right to terminate this MOU without cause with thirty (30) days written notice to the person who has signed as a representative of the parties below.

Saint Louis Public Schools

By: _____
Name: _____
Title: _____

MERS/Goodwill

By:  _____
Name: Mark Area
Title: Exec VP



BOARD RESOLUTION

Date: May 31, 2012

Agenda Item : 06-26-12-63

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Dan Edwards, Assoc. Supt., Secondary Schools

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors: Renewal
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 06-16-11-07

SUBJECT: To approve the renewal of the Memorandum of Understanding (MOU) with Industrial Aid to provide school to work transition training for special education students. This service will be provided through CAJT at Nottingham. The MOU will cover the period July 1, 2012 to June 30, 2013.

BACKGROUND: The program will provide instruction in necessary job skills for sheltered workshop placement upon graduation. Once the student has demonstrated proficiency in necessary skills, the student will be placed in a volunteer/paying position with Industrial Aid or other appropriate placement in the sheltered workshop industry.

Accountability Plan Goals: Goal IV: Parent Community Involvement

Objective/Strategy: IV.A.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type – 2218 Function– 6411 Object Code)

Fund Source: NO COST		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Nottingham CAJT

Requestor: Brian O'Connor

Dr. Dan Edwards, Assoc. Supt., Secondary Schools


Blake Youde, Dep. Supt., Institutional Advancement


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

Memorandum of Understanding

Performance Standard(s)

Report

Agency: Industrial Aid

School: Nottingham CAJT High School

From: July 1, 2011 **To:** June 30, 2012

Performance Standard 1: Industrial Aid shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.

Status: Industrial Aid staff member and Nottingham CAJT staff meet regularly to discuss the program, learning objectives, and student performance.

Performance Standard 2:

Industrial Aid shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, Industrial Aid may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with Industrial Aid or other appropriate placement upon the student's graduation from the Nottingham CAJT program.

Status: Industrial Aid has provided instructional space when necessary, along with daily meals for students and staff. Industrial Aid has also offered paid positions upon graduation for students participating in the program.

Performance Standard 3: Industrial Aid shall have the right to remove a student from assignment to Industrial Aid and will notify Nottingham CAJT High School's representative of the basis of that decision.

Status: Industrial Aid maintains communication lines with Nottingham CAJT High School representatives and notifies the school's program coordinator if there are any concerns regarding students or staff.

Submitted by: Brian G. O'Connor

Date: 5/21/12

Reviewed by: _____

Date: _____

Recommendation:

☒ Continue

☐ Discontinue

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and Industrial Aid on this 1st day of July, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between Industrial Aid and the St. Louis Public Schools in order to provide school to work transition training for special education students.

1. **Fundraising:** It is understood by The Agency that the SLPS does not endorse any fundraising efforts by the Agency, whether or not associated with the activities and duties contemplated by this MOU. To the extent that the Agency believes in the future that its activities require fundraising, the parties agree that all documents and activities associated with any such fundraising effort will be cooperatively prepared and separately agreed to, and **must be approved by the Special Administrative Board of the Transitional School District of the City of St. Louis prior to implementation.**

2. **Limitation of Liability:** Each party to this MOU shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims, and the SLPS shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo.Rev.Stat. §537.600, et seq. Nothing in the MOU shall be construed as an indemnification by one party or the other for liabilities of a party or third persons for property or any other loss, damage, death, or personal injury arising out of the performance of this MOU. Any liabilities or claims for property or other loss, damage, death, or personal injury by a party or its agents, employees, contractors, or assigns or by third persons arising out of and during this MOU shall be determined according to applicable law. SLPS does not relinquish or waive any of its rights under applicable state governmental immunities law.

3. **Background Checks:** All Personnel providing services under this MOU that may in any way come into contact with students without an SLPS employee present must undergo background checks consistent with those used by the SLPS and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Agency, and the SLPS shall not be liable for such cost under any circumstance. The Agency will provide written confirmation to SLPS that the background checks on all Personnel hereunder reflected no negative findings, that said Personnel passed the background checks and are, therefore, eligible to provide services under this MOU.

4. **Student Information:** The Agency acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students, including but not limited to the education and/or medical records of students. Both during the term of this MOU and

thereafter, the Agency covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the SLPS. The Agency will not disclose any confidential information to any third party except as may be required in the course of performing services for the SLPS hereunder or by law, and any disclosure will be in compliance with the Family Education Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

5. Obligations of SLPS:

- (a) Nottingham CAJT High School shall have total responsibility for planning and determining the adequacy of the educational experience of students in basic skills, attitude, and behavior and will assign to each Industrial Aid site only those students whom it deems satisfactory in those areas.
- (b) Nottingham CAJT High School shall inform its students and faculty that they must abide by the rules and regulations of Industrial Aid while performing activities pursuant to this Agreement and they may not enter a location or engage in any activity with Industrial Aid not authorized by Industrial Aid staff.
- (c) Nottingham CAJT High School shall designate a member of its faculty to coordinate the programs with designated members of Industrial Aid staff. This assignment shall include on-site visits when practical and a continuing exchange of information on the progress of the programs.
- (d) Nottingham CAJT High School shall have the right to withdraw a student from assignment with Industrial Aid.
- (e) The Nottingham CAJT High School 'teachers-in-charge' and support staff will provide constant direct supervision for all students performing work with Industrial Aid and shall be responsible for arranging immediate emergency care of students in the event of accidental injury or illness. Industrial Aid shall not be responsible for costs involved in follow-up care or hospitalization.
- (f) Nottingham CAJT High School shall maintain worker medical/accident insurance for each student worker assigned to Industrial Aid. A copy of the policy will be provided to the Industrial Aid program representatives.
- (g) Nottingham CAJT High School staff assigned to Industrial Aid must have participated in a background check provided by SLPS.

6. Obligations of Agency:

- (a) Industrial Aid shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.
- (b) Industrial Aid shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, Industrial Aid may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with Industrial Aid or other appropriate placement upon the student's graduation from the Nottingham CAJT program.
- (c) Industrial Aid shall have the right to remove a student from assignment to Industrial Aid and will notify Nottingham CAJT High School's representative of the basis of that decision.

7. Success of this program will be measured using the following Performance Standards:

Performance Standards: Agency performance at the end of the term of this Memorandum of Understanding will be measured by the Agency's compliance with the following performance standards:


- (a) See 6. Obligations of Agency.

8. Term and Termination: The term of the MOU will be one year from the Effective Date. Either party shall have the right to terminate this MOU without cause with thirty (30) days written notice to the person who has signed as a representative of the parties below.

Saint Louis Public Schools

By: _____
Name: _____
Title: _____

Industrial Aid

By: 
Name: Mike Stroud
Title: Executive Director



BOARD RESOLUTION

Date: May 31, 2012

Agenda Item : 06-26-12-64

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Dan Edwards, Assoc. Supt., Secondary Schools

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors: Renewal
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 05-05-11-27

SUBJECT: To approve the renewal of the Memorandum of Understanding (MOU) with Bon Appétit to provide school to work transition training for special education students. This service will be provided through CAJT at Nottingham. The MOU will cover the period July 1, 2012 to June 30, 2013.

BACKGROUND: The program will provide instruction in necessary job skills for the food service industry. Once the student has demonstrated proficiency in necessary skills, the student will be placed in a volunteer/paying position with Bon Appétit or other appropriate placement in the food service industry.

Accountability Plan Goals: Goal IV: Parent Community Involvement

Objective/Strategy: IV.A.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type – 2218 Function– 6411 Object Code)

Fund Source: NO COST		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Nottingham CAJT

Requestor: Brian O'Connor

Dr. Dan Edwards, Assoc. Supt., Secondary Schools

Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Memorandum of Understanding

Performance Standard(s)

Report

Agency: Bon Appetit

School: Nottingham CAJT High School

From: July 1, 2011 **To:** June 30, 2012

Performance Standard 1: Bon Appétit shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.

Status: Bon Appetit staff member and Nottingham CAJT staff meet regularly to discuss the program, learning objectives, and student performance.

Performance Standard 2:

Bon Appétit shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, Bon Appétit may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with Bon Appétit or other appropriate placement upon the student's graduation from the Nottingham CAJT program.

Status: Bon Appetit has provided instructional space when necessary, along with daily meals for students and staff. Bon Appetit has also offered paid positions upon graduation for students participating in the program.

Performance Standard 3: Bon Appétit shall have the right to remove a student from assignment to Bon Appétit and will notify Nottingham CAJT High School's representative of the basis of that decision.

Status: Bon Appetit maintains communication lines with Nottingham CAJT High School representatives and notifies the school's program coordinator if there are any concerns regarding students or staff.

Submitted by: Brian G. O'Connor

Date: 5/21/12

Reviewed by: _____

Date: _____

Recommendation:

☒ Continue

☐ Discontinue

MEMORANDUM OF UNDERSTANDING **(NON-FUNDRAISING)**

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and Bon Appétit on this 1st day of July, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between Bon Appétit and the St. Louis Public Schools in order to provide school to work transition training for special education students.

1. Fundraising: It is understood by The Agency that the SLPS does not endorse any fundraising efforts by the Agency, whether or not associated with the activities and duties contemplated by this MOU. To the extent that the Agency believes in the future that its activities require fundraising, the parties agree that all documents and activities associated with any such fundraising effort will be cooperatively prepared and separately agreed to, and **must be approved by the Special Administrative Board of the Transitional School District of the City of St. Louis prior to implementation.**

2. Limitation of Liability: Each party to this MOU shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims, and the SLPS shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo.Rev.Stat. §537.600, et seq. Nothing in the MOU shall be construed as an indemnification by one party or the other for liabilities of a party or third persons for property or any other loss, damage, death, or personal injury arising out of the performance of this MOU. Any liabilities or claims for property or other loss, damage, death, or personal injury by a party or its agents, employees, contractors, or assigns or by third persons arising out of and during this MOU shall be determined according to applicable law. SLPS does not relinquish or waive any of its rights under applicable state governmental immunities law.

3. Background Checks: All Personnel providing services under this MOU that may in any way come into contact with students without an SLPS employee present must undergo background checks consistent with those used by the SLPS and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Agency, and the SLPS shall not be liable for such cost under any circumstance. The Agency will provide written confirmation to SLPS that the background checks on all Personnel hereunder reflected no negative findings, that said Personnel passed the background checks and are, therefore, eligible to provide services under this MOU.

4. Student Information: The Agency acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students, including but not limited to the education and/or medical records of students. Both during the term of this MOU and

6. Obligations of Agency:

- (a) Bon Appétit shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.
- (b) Bon Appétit shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, Bon Appétit may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with Bon Appétit or other appropriate placement upon the student's graduation from the Nottingham CAJT program.
- (c) Bon Appétit shall have the right to remove a student from assignment to Bon Appétit and will notify Nottingham CAJT High School's representative of the basis of that decision.

7. Success of this program will be measured using the following Performance Standards:

Performance Standards: Agency performance at the end of the term of this Memorandum of Understanding will be measured by the Agency's compliance with the following performance standards:

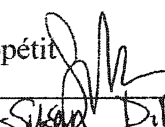
- (a) See 6. Obligations of Agency.

8. Term and Termination: The term of the MOU will be one year from the Effective Date. Either party shall have the right to terminate this MOU without cause with thirty (30) days written notice to the person who has signed as a representative of the parties below.

Saint Louis Public Schools

By: _____
Name: _____
Title: _____

Bon Appétit

By: 
Name: Susan DiPaola
Title: Site Controller



BOARD RESOLUTION

Date: May 31, 2012

Agenda Item : 06-26-12-65

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Dan Edwards, Assoc. Supt., Secondary Schools

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors: Renewal
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 06-16-11-08

SUBJECT: To approve the renewal of the Memorandum of Understanding (MOU) with Compass to provide school to work transition training for special education students. This service will be provided through CAJT at Nottingham. The MOU will be for the period July 1, 2012 to June 30, 2013.

BACKGROUND: The program provides instruction in necessary job skills for the food service industry. Once a student has demonstrated proficiency in necessary skills, the student will be placed in a volunteer/paying position with Compass or other appropriate placement in the food service industry. This partnership has been very beneficial to our students. Compass has consistently met or exceeded the goals of the program. The performance review of the program is attached.

Accountability Plan Goals: Goal IV: Parent Community Involvement

Objective/Strategy: IV.A.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source: NO COST		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Nottingham CAJT

Requestor: Brian O'Connor

Dr. Dan Edwards, Assoc. Supt., Secondary Schools

Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Memorandum of Understanding

Performance Standard(s)

Report

Agency: Compass

School: Nottingham CAJT High School

From: July 1, 2011 **To:** June 30, 2012

Performance Standard 1: Compass shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.

Status: Compass staff member and Nottingham CAJT staff meet regularly to discuss the program, learning objectives, and student performance.

Performance Standard 2:

Compass shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, Compass may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with Compass or other appropriate placement upon the student's graduation from the Nottingham CAJT program.

Status: Compass has provided instructional space when necessary, along with daily meals for students and staff. Compass has also offered paid positions upon graduation for students participating in the program.

Performance Standard 3: Compass shall have the right to remove a student from assignment to Compass and will notify Nottingham CAJT High School's representative of the basis of that decision.

Status: Compass maintains communication lines with Nottingham CAJT High School representatives and notifies the school's program coordinator if there are any concerns regarding students or staff.

Submitted by: Brian G. O'Connor

Date: 5/21/12

Reviewed by: _____

Date: _____

Recommendation:

☒ Continue

☐ Discontinue

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and Compass USA, Inc. ("Compass") on this 1st day of July, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between Compass and the St. Louis Public Schools in order to provide school to work transition training for special education students.

1. **Fundraising:** It is understood by Compass that the SLPS does not endorse any fundraising efforts by Compass, whether or not associated with the activities and duties contemplated by this MOU. To the extent that Compass believes in the future that its activities require fundraising, the parties agree that all documents and activities associated with any such fundraising effort will be cooperatively prepared and separately agreed to, and **must be approved by the Special Administrative Board of the Transitional School District of the City of St. Louis prior to implementation.**

2. **Limitation of Liability:** Each party to this MOU shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims, and the SLPS shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo.Rev.Stat. §537.600, et seq. Nothing in the MOU shall be construed as an indemnification by one party or the other for liabilities of a party or third persons for property or any other loss, damage, death, or personal injury arising out of the performance of this MOU. Any liabilities or claims for property or other loss, damage, death, or personal injury by a party or its agents, employees, contractors, or assigns or by third persons arising out of and during this MOU shall be determined according to applicable law. SLPS does not relinquish or waive any of its rights under applicable state governmental immunities law.

3. **Background Checks:** All Personnel providing services under this MOU that may in any way come into contact with students without an SLPS employee present must undergo background checks consistent with those used by the SLPS and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by Compass, and the SLPS shall not be liable for such cost under any circumstance. Compass will provide written confirmation to SLPS that the background checks on all Personnel hereunder reflected no negative findings, that said Personnel passed the background checks and are, therefore, eligible to provide services under this MOU.

4. **Student Information:** Compass acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students, including but not limited to the

education and/or medical records of students. Both during the term of this MOU and thereafter, Compass covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the SLPS. Compass will not disclose any confidential information to any third party except as may be required in the course of performing services for the SLPS hereunder or by law, and any disclosure will be in compliance with the Family Education Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

5. Obligations of SLPS:

- (a) Nottingham CAJT High School shall have total responsibility for planning and determining the adequacy of the educational experience of students in basic skills, attitude, and behavior and will assign to each Compass site only those students whom it deems satisfactory in those areas.
- (b) Nottingham CAJT High School shall inform its students and faculty that they must abide by the rules and regulations of Compass while performing activities pursuant to this Agreement and they may not enter a location or engage in any activity with Compass not authorized by Compass staff.
- (c) Nottingham CAJT High School shall designate a member of its faculty to coordinate the programs with designated members of Compass staff. This assignment shall include on-site visits when practical and a continuing exchange of information on the progress of the programs.
- (d) Nottingham CAJT High School shall have the right to withdraw a student from assignment with Compass.
- (e) The Nottingham CAJT High School 'teachers-in-charge' and support staff will provide constant direct supervision for all students performing work with Compass and shall be responsible for arranging immediate emergency care of students in the event of accidental injury or illness. Compass shall not be responsible for costs involved in follow-up care or hospitalization.
- (f) Nottingham CAJT High School shall maintain worker medical/accident insurance for each student worker assigned to Compass. A copy of the policy will be provided to the Compass program representatives.
- (g) Nottingham CAJT High School staff assigned to Compass must have participated in a background check provided by SLPS.

6. Obligations of Agency:

- (a) Compass shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.
- (b) Compass shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, Compass may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with Compass or other appropriate placement upon the student's graduation from the Nottingham CAJT program.
- (c) Compass shall have the right to remove a student from assignment to Compass and will notify Nottingham CAJT High School's representative of the basis of that decision.

7. Success of this program will be measured using the following Performance Standards:

Performance Standards: Compass performance at the end of the term of this Memorandum of Understanding will be measured by Compass's compliance with the following performance standards:

- (a) See 6. Obligations of Compass.

8. Term and Termination: The term of the MOU will be one year from the Effective Date. Either party shall have the right to terminate this MOU without cause with thirty (30) days written notice to the person who has signed as a representative of the parties below.

Saint Louis Public Schools

By: _____
Name: _____
Title: _____

Compass

By: 
Name: Paul Listebach
Title: GM



BOARD RESOLUTION

Date: May 29, 2012

Agenda Item : 06-26-12-66

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Althea Albert-Santiago, Director, Food Service

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors: Renewal
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 07-07-11-11

SUBJECT: To approve the renewal of the Memorandum of Understanding (MOU) with Gateway Greening to establish food producing gardens on SLPS grounds and to encourage collaborative efforts in support of excellence in school gardening as a part of the Farm-to-School Program and the MOU will be for the period July 1, 2012 through June 30, 2013.

BACKGROUND: Gateway Greening will provide the resources needed to establish a school garden, provide printed curricula and nutrition literature, and will provide a train the trainer class for successful supervision of the school gardens. Gateway greening is providing support to 22-26 school based gardens.

Accountability Plan Goals: Goal IV: Parent Community Involvement

Objective/Strategy: IV.A.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type – 2218 Function– 6411 Object Code)

Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Food Services

Requestor: Althea Albert-Santiago


Althea Albert-Santiago, Director, Food Service


Blake Youde, Dep. Supt., Institutional Advancement


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the Gateway Greening
("Agency") on this 23 day of May, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between Gateway Greening and the St. Louis Public Schools in order to: provide nutrition education in the St. Louis Public Schools and to participate in community health awareness activities.

1. Fundraising: It is understood by The Agency that the SLPS does not endorse any fundraising efforts by the Agency, whether or not associated with the activities and duties contemplated by this MOU. To the extent that the Agency believes in the future that its activities require fundraising, the parties agree that all documents and activities associated with any such fundraising effort will be cooperatively prepared and separately agreed to, and **must be approved by the Special Administrative Board of the Transitional School District of the City of St. Louis prior to implementation.**

2. Limitation of Liability: Each party to this MOU shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims, and the SLPS shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo.Rev.Stat. §537.600, et seq. Nothing in the MOU shall be construed as an indemnification by one party or the other for liabilities of a party or third persons for property or any other loss, damage, death, or personal injury arising out of the performance of this MOU. Any liabilities or claims for property or other loss, damage, death, or personal injury by a party or its agents, employees, contractors, or assigns or by third persons arising out of and during this MOU shall be determined according to applicable law. SLPS does not relinquish or waive any of its rights under applicable state governmental immunities law.

3. Background Checks: All Personnel providing services under this MOU that may in any way come into contact with students must undergo background checks consistent with those used by the SLPS and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Agency, and the SLPS shall not be liable for such cost under any circumstance. The Agency will provide written confirmation to SLPS that the background checks on all Personnel hereunder reflected no

negative findings, that said Personnel passed the background checks and are, therefore, eligible to provide services under this MOU.

4. Student Information: The Agency acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students, including but not limited to the education and/or medical records of students. Both during the term of this MOU and thereafter, the Agency covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the SLPS. The Agency will not disclose any confidential information to any third party except as may be required in the course of performing services for the SLPS hereunder or by law, and any disclosure will be in compliance with the Family Education Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

5. Obligations of SLPS:

- (a) Provide permission to establish school gardens on SLPS property for the use of students tending the garden under supervision of after school providers, interested school personnel, GGI and GGI volunteers. Identification and assistance in coordinating with approved after school providers.
- (b) Assistance in determining appropriate location for the school garden adjacent to available water and sunlight. Agree to provide secure storage area for modest amount of hand tools, hoses and wheelbarrows. Letters of support from school principals acknowledging support for the garden project and statistical information such as percentage of student eligible for free and reduced lunch. Agree to provide records of garden use and produce harvested.
- (c) Assistance in obtaining parental cooperation to fill out surveys associated with consumption of food grown, increased consumption of healthy fresh food at home and increased nutrition literacy due to the garden.
- (d) Grant access to school garden, students, and personnel by approved volunteer groups and non-profit organizations.
- (e) Cooperation in media promotion and recognition of gardening efforts.

6. Obligations of Agency:

- (a) Provision of all material resources needed to establish a school garden as agreed by SLPS, including tools, soil mix, lumber, curricula, seeds and plant materials.
- (b) Provision of printed curricula and nutrition literature tied to garden activities.
- (c) Provision of train the trainer professional development needed for successful supervision of a school garden and dissemination of nutrition information.

7. Success of this program will be measured using the following Performance Standards:

Performance Standards: Agency performance at the end of the term of this Memorandum of Understanding will be measured by the Agency's compliance with the following performance standards:

(a) Students and student supervisors have the knowledge, tools, resources, and skills to appropriately build and tend a school garden.

(b) Train the trainer sessions delivered appropriate information on gardening and nutrition.

(c) Children are consuming garden produce and understanding the value garden produce adds to their health as communicated through garden based curriculum

8. Term and Termination: The term of the MOU will be one year from the Effective Date, unless earlier terminated by either party by providing thirty (30) days' written notice to the person who has signed as a representative of each party below.

Saint Louis Public Schools

Gateway Greening

By: _____
Name: _____
Title: _____

By: Mike Sorth
Name: _____
Title: Executive Director

Performance Standard 3: Children are consuming the produce from the garden and understand the value of their health and wellbeing of eating fresh fruits and vegetables.

Status: The students are currently consuming the produce from the gardens. The students will continue learning the value of the produce and have the opportunity to sample the different produce that is grown in the garden.

Performance Standard 4: _____

Status: _____

Performance Standard 5: _____

Status: _____

Submitted by: Althea Albert-Santiago

Date: May 21, 2012

Memorandum of Understanding

Performance Standard(s)

Report

Agency: Gateway Greening

School: Multiple Schools

From: July 9, 2012 To: June 30, 2012

Performance Standard 1: Students and student supervisors have the knowledge, tools, resources and skills to appropriately build and tend a school garden.

Status: Gateway Greening will continue assisting the After Providers and students to build raise beds and plant vegetable gardens. They will also provide resources to continue to promote the students understanding about gardens.

Performance Standard 2: Trainer-the trainer sessions delivered appropriate information on gardening and nutrition.

Status: The Agency will continue training the after school providers about gardening. They will train them on the importance of gardening and how to teach the students about the benefits of gardens. Gateway Greening will also work with the students and train them on how to develop a garden and the nutritional value of fresh fruits and vegetables.

Reviewed by: _____

Date: _____

Recommendation:

☒ Continue

☐ Discontinue



BOARD RESOLUTION

Date: May 31, 2012

Agenda Item : 06-26-12-67

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Nicole Williams, Dep. Supt., Academics

Action to be Approved: Policy Adoption/Change

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve and adopt the revised Promotion/Retention Policy for the upcoming 2012-2013 school year. There is no cost associated with this adoption. There is no cost associated with this policy revision.

BACKGROUND: The revised policy provides guidelines governing the promotion and retention of students attending schools in the Saint Louis Public School District. It establishes system-wide criteria with clearly defined standards and procedures for promotion and retention.

Accountability Plan Goals: Goal I: Student Performance

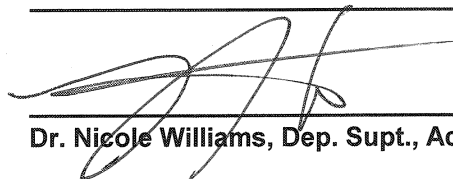
Objective/Strategy:


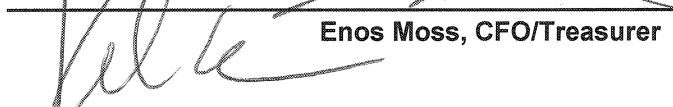
FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type – 2218 Function– 6411 Object Code)

Fund Source: NA		Requisition #:
Amount: NA		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Academics

Requestor: Dr. Nicole Williams

 5/31/2012
Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

DRAFT
Promotion and Retention Policy and Regulation 2012-2013

P5123

ST. LOUIS BOARD OF EDUCATION POLICY

STUDENTS

ELEMENTARY, MIDDLE, AND SECONDARY

Progress

Promotion/Retention Standards

The Special Administrative Board of the Transitional School District of the City of St. Louis (The "Board") is committed to ensuring that all students enrolled in the St. Louis Public School District meet or exceed state standards for promotion annually from grade to grade, as defined by the State of Missouri Department of Elementary and Secondary Education (DESE). Promotion or retention in the elementary and middle grades (K-8) is based on designated criteria established by Board regulations, pursuant to State law. In secondary schools (9-12), grade level classification is determined by units of credits students earn on the path to on-time graduation and college and career readiness. The St. Louis Public School District will implement an educational program that promotes success for all students, including English Language Learners and special needs students.

The SLPS Promotion Policy:

- defines the expectations teachers, administrators, parents, and other adults involved in the lives of students should hold for all students;
- frames the support strategies schools need to implement to ensure students' success;
- stipulates that promotion decisions are based on multiple measures of academic achievement;
- recognizes that promotion is earned and establishes a system that engages and supports students in rigorous, cognitively challenging work;
- recommends consistent, robust classroom interventions and/or extended learning opportunities for students to meet high standards;
- limits grade retentions;
- requires that students enter the next grade with the knowledge, skills, and dispositions necessary to successfully engage in grade-level work;
- encourages promotion decisions based on a student's achievement and/or evidence that the student will benefit from the instructional program at the advanced grade level; and
- ensures that all graduates possess the "habits of heart and mind" required for success in postsecondary opportunities and the world of work to become productive, responsible citizens.

Policy adopted: June 26, 1990

Policy adopted: June 26, 1999

Revised: December 07, 1999

Revised: June 4, 2012

ST. LOUIS BOARD OF EDUCATION REGULATION

STUDENTS

ELEMENTARY, MIDDLE, AND SECONDARY

Progress

Promotion/Retention Standards

PURPOSE

The purpose of this regulation is to provide guidelines governing the promotion and retention of students attending schools in the St. Louis Public School District. It establishes system-wide criteria with clearly defined standards and procedures for implementing the policy. The intent is to afford each student with opportunities and support to progress academically and, ultimately, to be prepared to graduate from District high schools ready to pursue postsecondary opportunities and 21st century careers.

STANDARDS FOR PROMOTION

Promotion decisions are based upon multiple criteria (e.g., teacher-made assessments, homework, portfolios, curriculum-embedded assessments, and teacher observation of student performance). Students who do not meet the prerequisite grade-level standards for success at the next grade level in communication arts (reading, writing, listening, and speaking) and mathematics will receive targeted interventions and be required to participate in extended programs (e.g., before, during and/or after school tutorials, Saturday school and/or summer school).

A student's progress towards mastery of the grade-level content standards will be measured by curriculum-embedded assessments, standardized District assessments (e.g., TerraNova, Acuity, End of Course benchmarks), and current grade-level achievement. The student will be promoted if the established grade-level criteria are met or exceeded, as evidenced by the student receiving a passing grade in core subjects.

SLPS GRADING SCALE

90% - 100% A = Excellent or Outstanding

80% - 89% B = Above Average

70% - 79% C = Average

60% - 69% D = Poor/ Below Average

Below 60% F = Failure

ELEMENTARY SCHOOL PROMOTION REQUIREMENTS

KINDERGARTEN: To be promoted to grade 1, a student must meet the following requirements:

- demonstrate mastery of the communication arts (reading, writing, listening, and speaking) standards.
- demonstrate mastery of the mathematics standards.

GRADE 1: To be promoted to grade 2, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing).
- receive a passing grade in mathematics.

GRADE 2: To be promoted to grade 3, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing).
- receive a passing grade in mathematics.

GRADE 3: To be promoted to grade 4, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing).
 - **Retention decisions based on reading proficiency:** Senate Bill 319 requires students in grade 3 who are reading below a second-grade level to receive a “Reading Improvement Plan.” The Reading Improvement Plan must include, at a minimum, 30 hours of additional reading instruction outside of the regular school day during the fourth-grade year. The student may be required to attend summer school as a condition of promotion to the fourth grade.
- receive a passing grade in mathematics.

GRADE 4: To be promoted to grade 5, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing). To pass, students must earn a passing grade on course work and a passing score on a grade-level assessment in reading.
 - **Retention decisions based on reading proficiency:** Senate Bill 319 requires mandatory retention for a fourth-grade student who is reading below the third-grade level after the implementation of a “Reading Improvement Plan.” The Reading Improvement Plan must include, at a minimum, 30 hours of additional reading instruction outside of the regular school day during the fourth-grade year and mandatory summer school that offers a minimum of 40 hours of reading instruction. Retention requirements will be in place for a fourth-grade student who is reading below the third-grade level at the end of summer school.
- receive a passing grade in mathematics.
- receive a passing grade in science or social studies.

GRADE 5: To be promoted to grade 6, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing).
 - **Retention decisions based on reading proficiency:** Senate Bill 319 requires the District to “continually assess students with Reading Improvement Plans” to ensure that students are making progress towards attaining proficiency in reading at the end of 5th-grade.
- receive a passing grade in mathematics.
- receive a passing grade in science.
- receive a passing grade in social studies.

MIDDLE SCHOOL PROMOTION REQUIREMENTS

GRADE 6: To be promoted to grade 7, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing).
 - **Retention decisions based on reading proficiency:** Senate Bill 319 requires the District to “continually assess students with Reading Improvement Plans” to ensure that students are making progress towards attaining proficiency in reading at the end of 6th-grade.
- receive a passing grade in mathematics.
- receive a passing grade in science.
- receive a passing grade in social studies.

GRADE 7: To be promoted to grade 8, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing).
- receive a passing grade in mathematics.
- receive a passing grade in science.
- receive a passing grade in social studies.

GRADE 8: To be promoted to grade 9, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing).
- receive a passing grade in mathematics.
- receive a passing grade in science.
- receive a passing grade in social studies.

HIGH SCHOOL PROMOTION GRADUATION REQUIREMENTS

GRADE 9: To be promoted to grade 10, a student must meet the following requirements:

- receive a passing grade in a required English course.
- receive a passing grade in a required mathematics course.
- receive a passing grade in a required science course.
- receive a passing grade in a required social studies course.
- earn the prerequisite number of credits to be classified as a sophomore.

GRADE 10: To be promoted to grade 11, a student must meet the following requirements:

- receive a passing grade in a required English course.
- receive a passing grade in a required mathematics course.
- receive a passing grade in a required science course.
- receive a passing grade in a required social studies course.
- earn the prerequisite number of credits to be classified as a junior.

GRADE 11: To be promoted to grade 12, a student must meet the following requirements:

- receive a passing grade in a required English course.
- receive a passing grade in a required mathematics course.
- receive a passing grade in a required science course.
- receive a passing grade in a required social studies course.
- earn the prerequisite number of credits to be classified as a senior.

GRADE 12: To graduate, a student must earn 24 units of credits in the following core requirements:

- Four (4) units of credit in communication arts
- Three (3) units of credit in mathematics
- Three (3) units of credit in science
- Three units (3) of credit in social studies
- One (1) unit of credit in fine arts
- One (1) unit of credit in practical arts
- One (1) unit of credit in physical education
- One-half (1/2) unit of credit in personal finance

(Note: Personal finance taught by a certificated social studies teacher *may* count as one-half unit of credit of social studies.)

- One-half (1/2) unit of credit in health
- Students must also pass the Missouri and the U.S. Constitution exams.

Note: Students who have completed their required courses prior to the end of their fourth year in high school should be enrolled in elective course established by the individual high schools (including Advanced Placement courses, internships, community service activities, and independent study programs) or in dual enrollment courses in local colleges and universities.

Grade level classification is determined by units of credits students earn on the path to on-time graduation.

1. Classifications:

SLPS High School students must accumulate the appropriate number of credits to be classified as a freshman, sophomore, junior or senior.

The Grade Level Classifications and required number of credits are as follows:

- | | |
|--------------|----------------------------|
| a. Freshman | 0-6 units of credit |
| b. Sophomore | 7 or more units of credit |
| c. Junior | 13 or more units of credit |
| d. Senior | 19 or more units of credit |

2. In order to earn one standard unit of high school credit, a student must earn a passing grade in that course. A standard unit of credit is defined by a course that meets for seven thousand eight hundred thirty (7,830) minutes during a school year. Half-and quarter-units of credit may be earned for courses meeting proportionately fewer minutes.

Note: Schools may establish standards that exceed the minimum requirements established by this regulation.

PROMOTION AND RETENTION DECISIONS (STUDENTS WITH DISABILITIES)

Missouri State Law (Senate Bill 319 and State Statute 162.1100) may exempt students receiving special education services from the promotion/retention requirements in reading. Students with disabilities are protected by the Individuals with Disabilities Education Act (IDEA) and are governed by law.

The following standards will be adhered to for students with disabilities:

- Goals must be aligned with the general core curriculum to enable a student to master the expected competencies to the maximum extent appropriate to their individualized needs and documented on the student's Individualized Education Plan (IEP).
- Consideration will be given on an individual basis to the possible accommodations and modifications that a student needs to demonstrate academic progress.

PROMOTION AND RETENTION DECISIONS (ENGLISH LANGUAGE LEARNERS)

Missouri State Law (Senate Bill 319 and State Statute 162.1100) may exempt ELLs from the promotion/retention requirements. It is essential for the success of ELLs that instruction in all of the curricular areas be aligned with the student's level of English proficiency and supported by the necessary and required additional and appropriate services.

- Mastery in listening, speaking, reading, and writing, as well as other core curricular areas will be measured through curriculum-embedded assessments and annual measurable benchmark gains.
- ELLs who are initially assessed at the beginning levels of English proficiency will not be considered candidates for retention during the first three years of enrollment in English language programs. However, these students will be expected to meet established World-Class Instructional Design and Assessment (WIDA) English Language Proficiency (ELP) standards.
- ELLs who are assessed at the intermediate and advanced levels of English proficiency may be considered for retention when it is determined that the students have not met the achievement standards established for English-only students and the ELP prerequisite standards appropriate for the proficiency level and grade level.
- ELLs who are at/or above the advanced level and are fluent in English may be considered for retention when it is determined that the students have not met the achievement standards for their grade levels.

OVERALL PROMOTION AND RETENTION REQUIREMENTS GRADES 1-8.

1. In kindergarten through eighth grade, retention shall be considered only when it is in the best interest of the student based on the assessed needs, specifically in reading and/or math. Prior to a retention decision, strategic interventions will be implemented to address the areas of deficiency. Students will be required to participate in identified interventions for promotion. Retention will be considered only after ongoing, sustained, and intensive intervention efforts have been unsuccessful.
2. Each school site will be responsible for implementing strategic interventions and the maintenance of records (e.g., Individual Academic Plan) of systematic classroom and support interventions for students not making progress toward mastery of content standards. Prescribed interventions will be designed to address lack of growth toward attainment of prerequisite content standards with documentation on the Individual Academic Plan (IAP) starting at kindergarten.
3. Retention recommendations will be made by the teacher and principal after a careful and systematic review of documentation of interventions administered over time that addressed the student's communication arts (reading and writing) and/or math deficiencies. Parents have the right to request an administrative review to appeal the final decision.

PROCEDURES FOR POTENTIAL RETENTION CANDIDATES GRADES 3-8

The following procedures are to be followed for a student in grades 3-8 who has been identified as at-risk of being retained for not meeting subject or grade level standards, specifically in communication arts (reading and writing):

- a. At the beginning of the school year, the Office of Accountability and Assessment will provide a summary report for students in grades 3-8, identifying any “at-risk” student who is performing one or more grade levels below the student's grade level in reading.
- b. The principal and referring/grade level content teacher will collaborate to develop appropriate interventions to address the student’s identified deficiencies. An individualized “Reading Improvement Plan,” encompassed in the IAP, shall be implemented. Additionally, a variety of options will be considered to address areas of deficiency:
 - analyzing and modifying current instructional strategies or materials;
 - providing access to additional instructional time (before, during, after school or Saturdays);
 - providing tutoring (before, during, after school or Saturdays);
 - adjusting the schedule to meet the needs of the students;
 - modifying the students’ classroom assignments;
 - referring students to other support services (e.g. social service, health-related services); and/or
 - collaborating and problem-solving with other individuals who may have an impact on the student’s achievement.
- c. The St. Louis Public School District's Retention Checklist will be implemented for each identified student.
- d. At the conclusion of the school year’s first semester, each school will provide the superintendent/designee with a list of those students previously identified who continue to read more than one grade level below their current grade placement level.
- e. The assigned Central Office personnel will work collaboratively in the determination of additional interventions/efforts to be implemented for the designated students.
- f. The scheduled interventions and monitoring will be implemented for the identified students.
- g. At the end of each school term, the principal shall send the superintendent/designee a summary report of retained students, including information regarding their deficiencies, attendance, recommendations, and other information deemed relevant by the superintendent/designee.
- h. Any student who is retained or remains at-risk, even though they were promoted, will be provided with additional safety-net supports, including tutoring and Response to Intervention (RtI) strategies.

MONITORING STUDENT PROGRESS ANNUALLY TOWARD PROMOTION

Each school will have the responsibility for providing ongoing, data-driven reviews of student progress and performance. Academic feedback and planning for individual student success is the shared responsibility of students, parents, teachers, administrators, and other school site staff. Monitoring student progress towards achievement of state standards is the responsibility of the principal and school staff.

RESPONSIBILITY AND ACCOUNTABILITY

Every teacher, administrator, parent and other adult staff member in the school community shares in the collective responsibility to ensure that students achieve success in SLPS.

- **Central Office personnel are responsible** for working with principals and teachers, providing high-quality professional development, technical assistance, and support to ensure that schools have the resources to improve student learning outcomes.
- **Schools are responsible** for ensuring that students have a safe, high-quality, supportive learning environment with a highly qualified teacher where every student has the opportunity to maximize their potential.
- **Parents are responsible** for ensuring their children attend school daily, arrive on time, and are ready to learn.
- **Students are responsible** for coming to school and class on time every day prepared to work. Students will be encouraged to attain at least 90% attendance.

PARENT NOTIFICATION REQUIREMENTS

Board policy requires parent notification and involvement in the implementation of:

- prescribed interventions; and/or
- retention; and/or
- grade/course acceleration decisions.

The support and approval of parents/guardians are important factors contributing to a student's success. Parents should be notified of the student's lack of progress and the decision not to promote their child. Parents will be advised in the early part of the school year, but not later than the Fall parent-teacher conference, that the student's performance in core content areas is falling below standards (refer to the SLPS grading scale). Early notification to parents will provide the opportunity to review student work, discuss support strategies and interventions, establish benchmarks for improvement, and clarify responsibilities in moving the student towards successful completion of grade-level requirements toward promotion. Schools are responsible for maintaining records of ongoing communication with parents (i.e., phone calls, report cards, parent-teacher conferences, assessment of the student's work, and instructional interventions and progress). The spring parent-teacher conference offers an additional opportunity to discuss student progress toward achieving promotion at the end of the school year.

Decisions regarding promotion and retention will be made with the appropriate staff input and parent consultation. Parents have the right to appeal the decision to promote or retain a child. Parents must submit a written appeal to the principal within 10 days after the formal decision is made to retain or promote the child. All promotion or retention decisions on appeal will be reviewed by the District Superintendent or designee; the final decision on the appeal will be made by the District Superintendent or designee.

Regulation approved: June 26, 1990

Revised: December 7, 1999

Revised: July 24, 2001

Revised: June 4, 2012

P5123

CURRENT

ST. LOUIS BOARD OF EDUCATION POLICY

STUDENTS
ELEMENTARY, MIDDLE AND SECONDARY
Progress
Promotion/Retention

The Board of Education believes that an orderly, sequential pattern of learning experiences for all students should be available at all grade levels. Promotion or retention in the elementary and middle grades (K-8) is based on designated criteria as established by board regulations. In secondary schools (9-12) grade level classification is determined by units of credits earned; therefore, no promotion or retention occurs on the secondary level.

Policy adopted: June 26, 1990

Revised: December 07, 1999

R5123

ST. LOUIS BOARD OF EDUCATION REGULATION
STUDENTS
ELEMENTARY, MIDDLE AND SECONDARY
Progress
Promotion/Retention

General Procedure

With the advice of appropriate staff, the principal shall have primary responsibility for the classification, promotion, and retention of students. Each student shall be placed at a level where optimum educational growth and development can occur as determined by:

1. A review of teacher recommendations and pupil records, which assess chronological age, levels of maturation, social development, and intellectual potential.
2. Achievement measures which include the results of standardized tests, state mandated tests, and other tests as required by the St. Louis Board of Education.
3. Administrative judgement and discretion when the necessary records are not available.

When a student is to be retained, the principal and the appropriate staff as needed, should confer with the student's parent, guardian or legal representative in order to explain the reason(s) for the retention. This conference should occur in a timely fashion during the school year in which the retention is to occur.

Additional Procedure for Grades Three through Six

1. Unless it has been determined during a student's third grade year that a student is reading at or above

grade level, the student will be required to complete a reading assessment within 45 days of the end of the third grade year.

This provision does not apply: (a) to students receiving special education services whose service plan includes an element addressing reading, or (b) to students determined to have limited English proficiency or (c) to students who have been determined, prior to the beginning of the school year, to have a cognitive ability insufficient to meet the reading requirement of this Regulation. If, however, a student is exempt because of insufficient cognitive ability, a reading improvement plan for such student will be developed.

2. Beginning with the school year 2002-03, for each student whose third grade reading assessment determines that such student is reading below the second grade level, a reading improvement plan for the student's 4th grade year will be designed. The plan will include at least 30 hours of additional reading instruction or practice outside the regular school day during the 4th grade year. The principal of the school where a student attends may also require the student to attend summer school for reading instruction as a condition of promotion to the 4th grade.

3. Each student for whom a reading improvement plan has been designed will be required to complete another reading assessment to be administered within 45 days of the end of the student's 4th grade year. If the student is determined to be reading below the 3rd grade level, the student shall be required to attend summer school to receive reading instruction.

4. At the end of the summer school instruction, the student will be administered another reading assessment. If the student is determined to be reading below the 3rd grade level, the student's parents or guardians will be notified and the student shall not be promoted to the 5th grade. No student shall be denied promotion more than once, solely for the inability to meet the reading standard.

5. This process will be repeated as necessary through the end of the 6th grade, with the target grade levels rising accordingly. Mandatory retention of a student, however, will not apply to grades subsequent to 4th grade.

6. The mandatory process of additional reading instruction will cease at the end of 6th grade. The permanent record of students who are determined to be reading below the 5th grade level at the end of 6th grade must carry a notation advising that the student has not met minimal reading standards. The notation must stay on the student's record until such time as it is determined that a student has met the minimal reading standards.

7. The same assessment and remediation process will also be required for students who enter the District in 4th, 5th or 6th grade, unless the student has been determined to be reading at grade level or above.

Regulation approved: June 26, 1990

Revised: December 07, 1999

Revised: July 24, 2001

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BOARD RESOLUTION

Date: May 30, 2012

Agenda Item : 06-26-12-68

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Sharonica Hardin, Chief Human Resource Officer

Action to be Approved: Policy Adoption/Change

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the amendment of District Policy 4251, Personnel Records to reflect recent changes and requirements in Missouri law. These policy changes shall be effective immediately upon SAB approval.

BACKGROUND: The policy revisions have been reviewed by District legal counsel. The Administration is confident that the revised policies will keep the District in compliance with Missouri law.

Accountability Plan Goals: Goal V: Governance

Objective/Strategy:

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Human Resources

Requestor:

Sharonica Hardin, Chief Human Resource Officer

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

**SPECIAL ADMINISTRATIVE BOARD OF THE
TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS
EMPLOYEE AND LABOR RELATIONS**

Personnel Records and Information
Personnel Records

Policy #4251

St. Louis Public Schools (the "District") respects the rights and dignity of each employee by conducting its business in such a way that the rights and privacy of all its employees are protected within legal limitations.

While the Board retains its authority and privileges as an employer, the Superintendent of Schools or his/her designee shall facilitate the flow of information about personnel entering, working in, or leaving the system.

Since employee performance and organizational communication are closely related, the Board delegates to the Superintendent of Schools or his/her designee the authority to disseminate and retrieve employee information necessary to assist in making modifications required to achieve system goals.

Information about staff is required for the daily administration of the District, for implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting board, state (Section 168.128, RSMo. Supp. 1984), and federal educational reporting requirements. To these ends, the Board authorizes and directs the Superintendent to develop and implement a comprehensive and efficient system of personnel records maintenance and control under the guidelines which follow.

1. A personnel file will be accurately maintained in the central administrative office for each present and former employee. These files will contain applications for employment; references; and records relative to compensation, payroll deductions, evaluations, and such other matters as may be considered pertinent to the purposes of this policy as cited above. File content for former employees shall be consistent with the state's record retention guidelines.
2. The Superintendent will be the records manager for personnel files and will have the overall responsibility for maintaining and preserving the confidentiality of the files. The Superintendent may, however, designate the Human Resource Officer to perform the duties of records management on the understanding that this official shall be held responsible for granting or denying access to records on the basis of these guidelines.
3. All personnel records will be considered confidential and not open to public inspection, and access to files will be limited to school officials authorized by the Superintendent to use the files for purposes of this regulation as cited above. No other persons or agencies may have access to information in an employee's file unless the employee has given written consent for the release of specific information to a specific person or agency, when such information is subpoenaed or

ordered for release by a court of law or is otherwise required by law.

4. Outside agencies, school districts and other potential employers of former District employees, including certificated and non-certificated employees, will not be provided any personnel records or personnel information regarding a former employee, except the dates of the former employee's employment, locations of employment and the positions held, unless directed to provide additional information pursuant to subpoena, court order or statutory regulations.

5. The District will provide to parents upon their request the following information regarding the professional qualifications of the classroom teachers or paraprofessionals providing services to the parent's child:

- a. Whether the teacher or paraprofessional has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
- b. Whether the teacher or paraprofessional is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
- c. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree.

6. Lists of names and home addresses of District employees may be released routinely to governmental agencies as required for official reports, representative bargaining units and others when deemed appropriate by the superintendent of schools.

7. An employee may have access to his own personnel file at all reasonable times (i.e., during regular office hours), but with the exception that access will not be granted to references provided to the District on a confidential basis before employment. The right of access includes the right to make written objections to any information contained in the file. Any written objection must be signed by the staff member, and will become part of the staff member's file.

8. No complaint, allegation, suggestion or evaluation may be placed in the personnel file unless it meets the following requirements:

- a. Material relating to an employee's conduct, service, character or personality shall not be placed in the employee's personnel file unless the teacher is given the opportunity to acknowledge that he/she has read such material by affixing his/her signature on the actual copy filed, with the understanding that such signature merely signifies that he/she has read the material. However, if an employee does not avail himself/herself of the opportunity of reading such material within 30 days after being informed of its existence, it may then be placed in the employee's personnel file.
- b. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Action by the Board in relation to the retention, promotion, or recommendation for dismissal of an employee will be based on material and

information contained in that employee's personnel file. The Board condemns any practice of maintaining so-called "secret" files on employees. Information in an employee's personnel file is reviewable by that employee as described above. The Board may consider and use any information about an employee provided that the employee has been given the opportunity to respond to any documents in their personnel file. This may be shown by the employee's signature affixed to a document or by any other means indicating that the employee was provided with an opportunity to respond to said information. Affixing his/her signature in this regard is not an admission of guilt or concurrence with the contents of the document.

References

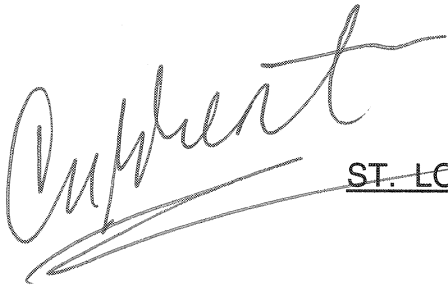
Legal: Section 168.128, RSMo. Supp. 1984

No Child Left Behind Act of 2001, 20 U.S.C. §6311

Section 160.085, RSMo. 2011 (Amy Hestir Student Protection Act)

Policy approved: June 26, 1990

Policy revised: June 26, 2012



R4251

ST. LOUIS BOARD OF EDUCATION REGULATION

PERSONNEL

EMPLOYMENT

Personnel Records and Information

Personnel Records

Information about staff is required for the daily administration of the school district, for implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting board, state (Section 168.128, RSMo. Supp. 1984), and federal educational reporting requirements. To these ends, the board authorizes and directs the superintendent of schools to develop and implement a comprehensive and efficient system of personnel records maintenance and control under the guidelines which follow.

1. A personnel file will be accurately maintained in the central administrative office for each present and former employee. These files will contain applications for employment; references; and records relative to compensation, payroll deductions, evaluations, and such other matters as may be considered pertinent to the purposes of this policy as cited above. File content for former employees shall be consistent with the state's record retention guidelines.
2. The superintendent of schools will be the records manager for personnel files and will have the overall responsibility for maintaining and preserving the confidentiality of the files. The superintendent of schools may, however, designate the Human Resource Officer to perform the duties of records management on the understanding that this official shall be held responsible for granting or denying access to records on the basis of these guidelines.
3. All personnel records will be considered confidential and not open to public inspection, and access to files will be limited to school officials authorized by the superintendent of schools to use the files for purposes of this regulation as cited above. No other persons or agencies may have access to information in an employee's file unless the employee has given written consent for the release of specific information to a specific person or agency, when such information is subpoenaed or ordered for release by a court of law or is otherwise required by law. The district will provide

to parents upon their request the following information regarding the professional qualifications of the classroom teachers or paraprofessionals providing services to the parent's child:

- a. Whether the teacher or paraprofessional has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;
 - b. Whether the teacher or paraprofessional is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
 - c. the baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree.
4. Lists of names and home addresses of district employees may be released routinely to governmental agencies as required for official reports, representative bargaining units and others when deemed appropriate by the superintendent of schools.
5. An employee may have access to his own personnel file at all reasonable times (i.e., during regular school office hours) but with the exception that access will not be granted to references provided to the district on a confidential basis before employment. The right of access includes the right to make written objections to any information contained in the file. Any written objection must be signed by the staff member, and will become part of the staff member's file.
6. No complaint, allegation, suggestion or evaluation may be placed in the personnel file unless it meets the following requirements:
 - a. Material relating to an employee's conduct, service, character or personality shall not be placed in the employee's personnel file unless the teacher is given the opportunity to acknowledge that he has read such material by affixing his signature on the actual copy filed, with the understanding that such signature merely signifies that he had read the material. However, if an employee does not avail himself of the opportunity of reading such material within 30

days after being informed of its existence, it may then be placed in the employee's personnel file.

- b. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Action by the board in relation to the retention, promotion, or recommendation for dismissal of an employee will, in the main, be based only on material and information contained in that employee's personnel file. The board condemns any possible practice of maintaining so-called "secret" files on employees. All personnel information at any location is reviewable by the employee as described above. The board may consider and use any information about the employee provided that the employee has been previously given the opportunity to acknowledge that he/she has read such material. This may be shown by the employee's signature affixed to the document or by other evidence indicating that the employee was provided an opportunity to read the material. Affixing his/her signature in this regard is not an admission of guilt or concurrence with the contents of the document.

References

Legal: Section 168.128, RSMo. Supp. 1984
No Child Left Behind Act of 2001, 20 U.S.C. §6311

Regulation approved: June 26, 1990

Revised: December 8, 1998

Revised: September 10, 2002



BOARD RESOLUTION

Date: May 30, 2012

Agenda Item : 0626-12-69

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Sharonica Hardin, Chief Human Resource Officer

Action to be Approved: Policy Adoption/Change

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the amendment of District Policy 4843, Sexual Harassment to reflect recent changes and requirements in Missouri law. These policy changes shall be effective immediately upon SAB approval.

BACKGROUND: The policy revisions have been reviewed by District legal counsel. The Administration is confident that the revised policies will keep the District in compliance with Missouri law.

Accountability Plan Goals: Goal V: Governance

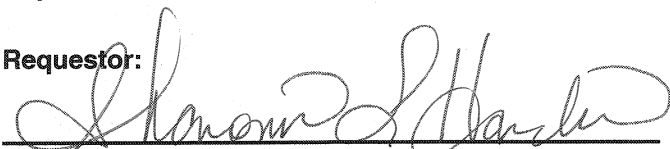
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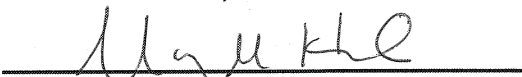
FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source:		Requisition #:
Amount:		
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Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Human Resources

Requestor:


Sharonica Hardin, Chief Human Resource Officer


Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director


Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

**SPECIAL ADMINISTRATIVE BOARD OF THE
TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS
EMPLOYEE AND LABOR RELATIONS**

Sexual Harassment

Policy # 4843

Employees

The Board of Education is committed to maintaining a work environment for employees and students that is free from all forms of discrimination, including sexual harassment. In addition, it is the published policy of the Board of Education that no employee and/or student in the St. Louis City Public School District shall, on the basis of sex or as a result of sexual harassment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity.

SEXUAL HARASSMENT DEFINED:

In Employment Context (Title VII):

Sexual harassment in the employment context includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term of condition of an individual's employment; or
- Submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment; or
- Qualified employees are denied employment opportunities or benefits because the opportunities or benefits are given to another employee who submitted to an employer's sexual advances or requests for sexual favors.

In Education Context (Title IX students and/or employees)

Title IX forbids discrimination based on sex (including sexual harassment) in any educational program or activity that receives federal funds. The U.S. Department of Education Office for Civil Rights defines sexual harassment as: "Verbal or physical conduct of a sexual nature, imposed on the basis of sex, by an employee or agent of a recipient that denies, limits, provides different, or conditions the provision of aid, benefits, services or treatment protected under Title IX."

The definition of sexual harassment under Title IX includes, but is not limited to, unwelcome sexual advance, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either implicitly or explicitly a term of condition of an individual's academic status or progress, or employment; or
- Submission to or rejection of such conduct by an individual is the basis for educational or employment decisions affecting that individual;

- Such conduct creates an intimidating, hostile, or offensive educational or work environment; or
- Qualified students or employees are denied educational or employment opportunities or benefits because the opportunities or benefits are given to another student or employee who submitted to sexual advances or requests for sexual favors.

Sexual harassment of students by school employees is prohibited regardless of whether the employee's conduct is "welcome" or otherwise invited. For purposes of this policy and regulation only, the prohibition includes all full-time, part-time, substitutes, and other employees, including all volunteers and any non-employee who visits school premises and/or school activities, including off-campus school sponsored activities.

NON-EXCLUSIVE EXAMPLES OF SEXUAL HARASSMENT

Sexual Advances

Unwelcome sexual advances are determined on a case-by-case basis and may include, but are not limited to, the following:

- Any invitation or propositioning intended to result in sexual liaison, regardless of how subtle the invitation; or
- Invitations to social non-work related activities, if refusal to participate results in the loss of employment opportunities or adverse employment actions; or

Verbal Conduct of a Sexual Nature

Includes, but not limited to, the following:

- Sexually provocative or explicit speech; or
- Publicly expressed sexual fantasies; or
- Jokes of a sexual or crude nature; or
- Derogatory comments regarding either gender as a class; or
- Demeaning comments; or
- Threats of consequences for failing to submit to sexual advances; or
- Sexually explicit writings or other sexual depictions.

Physical Conduct of a Sexual Nature

Includes, but not limited to, the following:

- Unwarranted or unwelcome touching, kissing, etc.; or
- Sexually offensive pranks; or
- Sexually explicit cartoons, graffiti, or other sexual depictions; or
- Sexually suggestive gestures; or

Sexual harassment of Students

In addition to the examples set forth above, the unique circumstances of students may result in harassment of students that is not immediately recognized as sexual harassment in an adult only context, but nonetheless requires a response from the District.

Conduct Towards Students of a Sexual Nature

Includes, but not limited to, the following:

- Unwelcome sexual behavior, such as touching, sexually explicit or implicit comments, sexually based rumors, pictures, pranks, jokes, physically cornering/blocking another's movements, public displays of affection; or

- Subjecting students in a predominately single-gender classroom setting to sexual or sex based remarks/comments by peers and/or employees; or
- Interfering with a student's educational opportunity in a predominately or historically single-gender academic environment by preventing the student from accessing tools/equipment, basing performance evaluation on gender; hiding equipment, or suggesting a student does not belong in the academic setting due his/her gender.
- Limiting or denying access to education opportunities based on gender.

SCOPE OF SEXUAL HARASSMENT

Sexual harassment is not limited to conduct by males toward females and can occur between any of the following:

- Student on student
- Staff on student
- Staff on staff
- Male on male
- Female on female
- Male on female
- Female on male
- Student on staff

INVESTIGATION OF SEXUAL HARASSMENT COMPLAINTS

Employee Complaints

1. There shall be no retaliation against or adverse treatment of any employee/student who utilizes the procedures set forth herein to file a complaint or grievance when such complaint/grievance is based on the individual's good faith belief that an individual has been subjected to sexual harassment. Any employee/student who engages in any retaliatory action against a complainant shall be subject to disciplinary action, including dismissal or expulsion.
2. If an employee believes that he or she has been sexually harassed, or if an employee believes that a fellow employee or student is being subjected to sexual harassment, the employee must report this information to their immediate supervisor or building level administrator
3. If the employee believes that reporting such information to their immediate supervisor or building level administrator is inappropriate, the situation is not satisfactorily resolved by the supervisor/administrator, or if the employee is merely uncomfortable reporting to their supervisor/administrator, the employee should contact the District's Title IX Coordinator at the following location:
 St. Louis City Public Schools
 801 N. 11th St., St. Louis, MO 63101
 Sharonica Hardin, Title IX Coordinator
 (314) 345-4483
4. If the employee's supervisor or the Title IX coordinator is of the opposite sex as the reporting employee, or the reporting employee prefers to report the matter to another supervisor/administrator within the District, the employee shall have to right to so report.

However, the report must be made to a district employee who possesses the necessary authority and obligation to act upon the employee's concern.

5. Any district employee, who receives any report (oral or written) of harassment/discrimination, must notify the Title IX compliance officer within twenty-four (24) hours or within a reasonable time thereafter with good cause for the delay.
6. All complaints of harassment shall be in writing by the employee making the complaint or by the individual who receives the complaint. The employee making the complaint should sign the complaint, but a refusal to sign the complaint will not relieve the District of the obligation to investigate.
7. To the extent possible without compromising the integrity of the investigation, the District will maintain the confidentiality of the complaint and the details of the investigation.
8. Upon the filing of a report, the Title IX officer shall immediately conduct a full investigation of the complaint, or the Title IX officer may assign the matter to an investigator for a prompt and full investigation of the complaint. The complaint shall be investigated in a timely manner; however, the length and breadth of the investigation shall depend on the circumstances of the complaint. In any event, the School District will commence the investigation no later than forty-eight (48) hours after receipt of a complaint.
9. Upon completion of the investigation, the findings of the investigator shall be reduced to writing and forwarded to the Title IX compliance officer.
10. If the investigation substantiates the complaint, the District will take appropriate disciplinary or remedial action against the offender(s), up to and including termination of employment. If the offender is a student, disciplinary action shall be taken in accordance with state and federal law and the published District student discipline policies, and may result in expulsion. If the offender is not an employee of the District, the District will take all appropriate action within the scope of its legal authority to eliminate and redress the harassment.
11. If the investigation is indeterminate, the matter will be designated as unresolved, and the Title IX compliance officer will maintain the investigation file separately and apart from any student or personnel file. In the event of an indeterminate finding, the District may still take appropriate remedial actions to minimize the possibility of future complaints.

ENFORCEMENT OF SEXUAL HARASSMENT POLICY

Employees

Each supervisor, site-manager, and/or administrator employed by the District is responsible for maintaining an educational and work environment free from discrimination based on sex, or sexual harassment. It is the policy of the District that each supervisor, site-manager, and/or administrator, shall take immediate and appropriate actions to enforce the District's sexual harassment policies and regulations, including but not limited to the following:

1. The Division of Human Resources shall provide a copy of the District's sexual harassment policy and regulations to all new employees of the District prior to the employee's commencement of duties.
2. Each supervisor, manager, and/or administrator shall, no later than the end of the first full calendar week of the academic year, and on an as needed basis thereafter, provide in-service training on sexual harassment to all employee under his/her charge that shall include instruction to all employees of the procedures for reporting suspected incidents of sexual harassment in the educational setting.
3. Each supervisor, manager, and/or administrator shall take prompt action to investigate all complaints of a sexual nature.
4. The supervisor, manger, and/or administrator shall take appropriate disciplinary action, as necessary and required by state and federal law.
5. Failure of any employee with supervisory or administrative duties to implement these responsibilities in an appropriate and satisfactory manner is cause for disciplinary action, up to and including termination from employment with the District.

Students

Each building level administrator or other District employee with student supervision responsibilities is responsible for maintaining an educational and work environment free from sexual harassment. It is the policy of the District that each building level administrator or other District employee with student supervision responsibilities, shall take immediate and appropriate actions to enforce the District's sexual harassment policies and regulations, including but not limited to the following:

1. The building level administrator shall provide an in-service regarding sexual harassment (including sexual harassment involving students) to all staff no later than the end of the first full calendar week of the academic year.
2. Provide sexual harassment instruction to all students in grades kindergarten through twelve, no later then the end of the first full calendar month of the academic year.
3. Removal of all vulgar or sexually offensive graffiti from the building.
4. All homeroom teachers shall discuss the District's sexual harassment policy and regulations with their students no later than the end of the first full calendar week of the academic year. As a part of these discussions, written copies of the District's sexual harassment policy shall be given to each student in grades six through twelve. These discussions shall be conducted in an age appropriate manner with the purpose of informing students that they need not tolerate any form of sexual harassment.
5. All teachers, counselors, and administrators shall provide appropriate instruction on the procedures for reporting incidents of sexual harassment within the educational setting on as needed basis.
6. The building level administrator shall take prompt action to investigate all complaints of sexual harassment.
7. The building level shall take appropriate disciplinary action, to remedy and prevent future occurrences.

8. Any failure to implement these responsibilities appropriately and satisfactorily shall be cause for disciplinary action up to and including termination of employment.

NOTIFICATIONS OF SEXUAL HARASSMENT POLICY

The District's Title IX Compliance Officer shall be available to answer all questions regarding the District's sexual harassment policy or its application.

In addition, a copy of the District's sexual harassment policy, or an explanation of the nature of sexual harassment and the District's complaint-resolution process shall:

1. Be displayed in a prominent location at each work site within the District.
2. Be provided to every current and new employee prior to commencement of work duties.
3. Be included in any District publication that sets forth the District's comprehensive rules, regulations, procedures, and standards of conduct for District employees.
4. Be included in any District publication that sets forth the District's comprehensive rules, regulations, procedures, and standards of conduct for students.
5. Be included in District notifications provided/distributed to parents/guardians at the beginning of each academic year.
6. Be prominently displayed in a location near the most senior building level administrator's office.
7. Be included in any orientation program conducted for new or returning students in grades six through twelve.
8. Identify the name, work place location, and phone number of the District's Title IX Compliance Officer.

DISCIPLINE/CONSEQUENCES

Employee Complaints of Sexual Harassment

1. Any employee who sexually harasses anyone while on school property or during the course of employment off school property, shall be subject to disciplinary action, up to and including termination from employment.
2. Any student who permits or engages in the sexual harassment of a student shall be subject to disciplinary action, up to and including termination from employment.
3. Any employee who receives a student complaint of sexual harassment and who fails to immediately forward the complaint to the Title IX Coordinator shall be subject to disciplinary action, up to and including termination from employment.
4. Any employee who retaliates, or engages in conduct that might be interpreted as retaliation, towards any person who makes a complaint of sexual harassment, or participates in an investigation of a sexual harassment complaint, shall be subject to disciplinary action, up to and including termination from employment.
5. Any non-employee doing business with the District or a non-employee who is otherwise authorized to be on school property, who engages in sexual harassment, or who retaliates against any person who has made a complaint of sexual harassment, or who has participated in the investigation of a complaint of sexual harassment, will be subject to

discipline to the fullest extent of the District's authority over the non-employee and his/her employer. Such persons may be subject to a ban from reentry upon District property or attendance at school events whether on or off school property.

6. Any employee that files a false charge of sexual harassment shall receive appropriate discipline, up to and including termination from employment. For purposes of this policy, "false charge" shall not include complaints raised in good faith, but after investigation remain unsubstantiated by the District. A "false charge" is a complaint filed by an individual with knowledge of the complaint's falsity.

Students Complaints of Sexual Harassment

1. Any student who engages in sexual harassment while on school property, or while participating in school activities (including school provided transportation), shall be subject to disciplinary action, up to and including expulsion.
2. Any employee who permits or engages in the sexual harassment of a student shall be subject to disciplinary action, up to and including termination from employment.
3. Any employee who receives a complaint of sexual harassment involving a student who does not immediately forward the complaint to the principal and the District's Title IX Coordinator, shall be subject to disciplinary action, up to and including termination from employment.
4. Any student who files a false charge of sexual harassment shall receive appropriate discipline, up to and including expulsion. For purposes of this policy, "false charge" shall not include complaints raised in good faith, but after investigation remain unsubstantiated by the District. For purposes of this policy, a "false charge" is a complaint filed by an individual with knowledge of the complaint's falsity.

Policy adopted: September 12, 1989

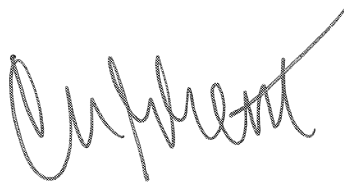
Revised: February 13, 1996

Revised: December 8, 1998

Revised: September 10, 2002

Revised: November 19, 2009

Legal Refs: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.
Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681
Equal Educational Opportunities Act of 1973, 20 U.S.C. §§ 1701 et seq.
Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794
Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 – 1487
Missouri Special Education Services, §§ 162.670 - 162.999, RSMo.
Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq.
Americans with Disabilities Act, 42 U.S.C. §§ 12101 - 12213
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.
Missouri Human Rights Act, §§ 213.010 et seq., RSMo.
Female Employees' Wages, §§ 290.400 - .450, RSMo.
St. Louis, Missouri City Ordinance No.: 67119



P4843

**ST. LOUIS BOARD OF EDUCATION REGULATION
PERSONNEL**

EMPLOYEE AND LABOR RELATIONS

SEXUAL HARASSMENT

Employees

The Board of Education is committed to maintaining a work environment for employees and students that is free from all forms of discrimination, including sexual harassment. In addition, it is the published policy of the Board of Education that no employee and/or student in the St. Louis City Public School District shall, on the basis of sex or as a result of sexual harassment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity.

SEXUAL HARASSMENT DEFINED:

In Employment Context (Title VII):

Sexual harassment in the employment context includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term of condition of an individual's employment; or
- Submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment; or
- Qualified employees are denied employment opportunities or benefits because the opportunities or benefits are given to another employee who submitted to an employer's sexual advances or requests for sexual favors.

In Education Context (Title IX students and/or employees)

Title IX forbids discrimination based on sex (including sexual harassment) in any educational program or activity that receives federal funds. The U.S. Department of Education Office for Civil Rights defines sexual harassment as: "Verbal or physical conduct of a sexual nature, imposed on the basis of sex, by an employee or agent of a recipient that denies, limits, provides different, or conditions the provision of aid, benefits, services or treatment protected under Title IX."

The definition of sexual harassment under Title IX includes, but is not limited to, unwelcome sexual advance, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either implicitly or explicitly a term of condition of an individual's academic status or progress, or employment; or
- Submission to or rejection of such conduct by an individual is the basis for educational or employment decisions affecting that individual;

- Such conduct creates an intimidating, hostile, or offensive educational or work environment; or
- Qualified students or employees are denied educational or employment opportunities or benefits because the opportunities or benefits are given to another student or employee who submitted to sexual advances or requests for sexual favors.

Sexual harassment of students by school employees is prohibited regardless of whether the employee's conduct is "welcome" or otherwise invited. For purposes of this policy and regulation only, the prohibition includes all full-time, part-time, substitutes, and other employees, including all volunteers and any non-employee who visits school premises and/or school activities, including off-campus school sponsored activities.

NON-EXCLUSIVE EXAMPLES OF SEXUAL HARASSMENT

Sexual Advances

Unwelcome sexual advances are determined on a case-by-case basis and may include, but are not limited to, the following:

- Any invitation or propositioning intended to result in sexual liaison, regardless of how subtle the invitation; or
- Invitations to social non-work related activities, if refusal to participate results in the loss of employment opportunities or adverse employment actions; or

Verbal Conduct of a Sexual Nature

Includes, but not limited to, the following:

- Sexually provocative or explicit speech; or
- Publicly expressed sexual fantasies; or
- Jokes of a sexual or crude nature; or
- Derogatory comments regarding either gender as a class; or
- Demeaning comments; or
- Threats of consequences for failing to submit to sexual advances; or
- Sexually explicit writings or other sexual depictions.

Physical Conduct of a Sexual Nature

Includes, but not limited to, the following:

- Unwarranted or unwelcome touching, kissing, etc.; or
- Sexually offensive pranks; or
- Sexually explicit cartoons, graffiti, or other sexual depictions; or
- Sexually suggestive gestures; or

Sexual harassment of Students

In addition to the examples set forth above, the unique circumstances of students may result in harassment of students that is not immediately recognized as sexual harassment in an adult only context, but nonetheless requires a response from the District.

Conduct Towards Students of a Sexual Nature

Includes, but not limited to, the following:

- Unwelcome sexual behavior, such as touching, sexually explicit or implicit comments, sexually based rumors, pictures, pranks, jokes, physically cornering/blocking another's movements, public displays of affection; or
- Subjecting students in a predominately single-gender classroom setting to sexual or sex based remarks/comments by peers and/or employees; or
- Interfering with a student's educational opportunity in a predominately or historically single-gender academic environment by preventing the student from accessing tools/equipment, basing performance evaluation on gender; hiding equipment, or suggesting a student does not belong in the academic setting due to his/her gender.
- Limiting or denying access to education opportunities based on gender.

SCOPE OF SEXUAL HARASSMENT

Sexual harassment is not limited to conduct by males toward females and can occur between any of the following:

- Student on student
- Staff on student
- Staff on staff
- Male on male
- Female on female
- Male on female
- Female on male
- Student on staff

INVESTIGATION OF SEXUAL HARASSMENT COMPLAINTS

Employee Complaints

1. There shall be no retaliation against or adverse treatment of any employee/student who utilizes the procedures set forth herein to file a complaint or grievance when such complaint/grievance is based on the individual's good faith belief that an individual has been subjected to sexual harassment. Any employee/student who engages in any retaliatory action against a complainant shall be subject to disciplinary action, including dismissal or expulsion.
2. If an employee believes that he or she has been sexually harassed, or if an employee believes that a fellow employee or student is being subjected to sexual harassment, the employee must report this information to their immediate supervisor or building level administrator
3. If the employee believes that reporting such information to their immediate supervisor or building level administrator is inappropriate, the situation is not satisfactorily resolved by the supervisor/administrator, or if the employee is merely uncomfortable reporting to their supervisor/administrator, the employee should contact the District's Title IX Coordinator at the following location:

St. Louis City Public Schools
 801 N. 11th St., St. Louis, MO 63101
 Sharonica Hardin, Title IX Coordinator
 (314) 345-4483

4. If the employee's supervisor or the Title IX coordinator is of the opposite sex as the reporting employee, or the reporting employee prefers to report the matter to another supervisor/administrator within the District, the employee shall have to right to so report. However, the report must be made to a district employee who possesses the necessary authority and obligation to act upon the employee's concern.
5. Any district employee, who receives any report (oral or written) of harassment/discrimination, must notify the Title IX compliance officer within twenty-four (24) hours or within a reasonable time thereafter with good cause for the delay.
6. All complaints of harassment shall be in writing by the employee making the complaint or by the individual who receives the complaint. The employee making the complaint should sign the complaint, but a refusal to sign the complaint will not relieve the District of the obligation to investigate.
7. To the extent possible without compromising the integrity of the investigation, the District will maintain the confidentiality of the complaint and the details of the investigation.
8. Upon the filing of a report, the Title IX officer shall immediately conduct a full investigation of the complaint, or the Title IX officer may assign the matter to an investigator for a prompt and full investigation of the complaint. The complaint shall be investigated in a timely manner; however, the length and breadth of the investigation shall depend on the circumstances of the complaint. In any event, the School District will commence the investigation no later than forty-eight (48) hours after receipt of a complaint.
9. Upon completion of the investigation, the findings of the investigator shall be reduced to writing and forwarded to the Title IX compliance officer.
10. If the investigation substantiates the complaint, the District will take appropriate disciplinary or remedial action against the offender(s), up to and including termination of employment. If the offender is a student, disciplinary action shall be taken in accordance with state and federal law and the published District student discipline policies, and may result in expulsion. If the offender is not an employee of the District, the District will take all appropriate action within the scope of its legal authority to eliminate and redress the harassment.
11. If the investigation is indeterminate, the matter will be designated as unresolved, and the Title IX compliance officer will maintain the investigation file separately and apart from any student or personnel file. In the event of an indeterminate finding, the District may still take appropriate remedial actions to minimize the possibility of future complaints.

ENFORCEMENT OF SEXUAL HARASSMENT POLICY

Employees

Each supervisor, site-manager, and/or administrator employed by the District is responsible for maintaining an educational and work environment free from discrimination based on sex, or sexual harassment. It is the policy of the District that

each supervisor, site-manager, and/or administrator, shall take immediate and appropriate actions to enforce the District's sexual harassment policies and regulations, including but not limited to the following:

1. The Division of Human Resources shall provide a copy of the District's sexual harassment policy and regulations to all new employees of the District prior to the employee's commencement of duties.
2. Each supervisor, manager, and/or administrator shall, no later than the end of the first full calendar week of the academic year, and on an as needed basis thereafter, provide in-service training on sexual harassment to all employee under his/her charge that shall include instruction to all employees of the procedures for reporting suspected incidents of sexual harassment in the educational setting.
3. Each supervisor, manager, and/or administrator shall take prompt action to investigate all complaints of a sexual nature.
4. The supervisor, manger, and/or administrator shall take appropriate disciplinary action, as necessary and required by state and federal law.
5. Failure of any employee with supervisory or administrative duties to implement these responsibilities in an appropriate and satisfactory manner is cause for disciplinary action, up to and including termination from employment with the District.

Students

Each building level administrator or other District employee with student supervision responsibilities is responsible for maintaining an educational and work environment free from sexual harassment. It is the policy of the District that each building level administrator or other District employee with student supervision responsibilities, shall take immediate and appropriate actions to enforce the District's sexual harassment policies and regulations, including but not limited to the following:

1. The building level administrator shall provide an in-service regarding sexual harassment (including sexual harassment involving students) to all staff no later than the end of the first full calendar week of the academic year.
2. Provide sexual harassment instruction to all students in grades kindergarten through twelve, no later then the end of the first full calendar month of the academic year.
3. Removal of all vulgar or sexually offensive graffiti from the building.
4. All homeroom teachers shall discuss the District's sexual harassment policy and regulations with their students no later than the end of the first full calendar week of the academic year. As a part of these discussions, written copies of the District's sexual harassment policy shall be given to each student in grades six through twelve. These discussions shall be conducted in an age appropriate manner with the purpose of informing students that they need not tolerate any form of sexual harassment.

5. All teachers, counselors, and administrators shall provide appropriate instruction on the procedures for reporting incidents of sexual harassment within the educational setting on as needed basis.
6. The building level administrator shall take prompt action to investigate all complaints of sexual harassment.
7. The building level shall take appropriate disciplinary action, to remedy and prevent future occurrences.
8. Any failure to implement these responsibilities appropriately and satisfactorily shall be cause for disciplinary action up to and including termination of employment.

NOTIFICATIONS OF SEXUAL HARASSMENT POLICY

The District's Title IX Compliance Officer shall be available to answer all questions regarding the District's sexual harassment policy or its application.

In addition, a copy of the District's sexual harassment policy, or an explanation of the nature of sexual harassment and the District's complaint-resolution process shall:

1. Be displayed in a prominent location at each work site within the District.
2. Be provided to every current and new employee prior to commencement of work duties.
3. Be included in any District publication that sets forth the District's comprehensive rules, regulations, procedures, and standards of conduct for District employees.
4. Be included in any District publication that sets forth the District's comprehensive rules, regulations, procedures, and standards of conduct for students.
5. Be included in District notifications provided/distributed to parents/guardians at the beginning of each academic year.
6. Be prominently displayed in a location near the most senior building level administrator's office.
7. Be included in any orientation program conducted for new or returning students in grades six through twelve.
8. Identify the name, work place location, and phone number of the District's Title IX Compliance Officer.

DISCIPLINE/CONSEQUENCES

Employee Complaints of Sexual Harassment

1. Any employee who sexually harasses anyone while on school property or during the course of employment off school property, shall be subject to disciplinary action, up to and including termination from employment.
2. Any student who permits or engages in the sexual harassment of a student shall be subject to disciplinary action, up to and including termination from employment.

3. Any employee who receives a student complaint of sexual harassment and who fails to immediately forward the complaint to the Title IX Coordinator shall be subject to disciplinary action, up to and including termination from employment.
4. Any employee who retaliates, or engages in conduct that might be interpreted as retaliation, towards any person who makes a complaint of sexual harassment, or participates in an investigation of a sexual harassment complaint, shall be subject to disciplinary action, up to and including termination from employment.
5. Any non-employee doing business with the District or a non-employee who is otherwise authorized to be on school property, who engages in sexual harassment, or who retaliates against any person who has made a complaint of sexual harassment, or who has participated in the investigation of a complaint of sexual harassment, will be subject to discipline to the fullest extent of the District's authority over the non-employee and his/her employer. Such persons may be subject to a ban from reentry upon District property or attendance at school events whether on or off school property.
6. Any employee that files a false charge of sexual harassment shall receive appropriate discipline, up to and including termination from employment. For purposes of this policy, "false charge" shall not include complaints raised in good faith, but after investigation remain unsubstantiated by the District. A "false charge" is a complaint filed by an individual with knowledge of the complaint's falsity.

Students Complaints of Sexual Harassment

1. Any student who engages in sexual harassment while on school property, or while participating in school activities (including school provided transportation), shall be subject to disciplinary action, up to and including expulsion.
2. Any employee who permits or engages in the sexual harassment of a student shall be subject to disciplinary action, up to and including termination from employment.
3. Any employee who receives a complaint of sexual harassment involving a student who does not immediately forward the complaint to the principal and the District's Title IX Coordinator, shall be subject to disciplinary action, up to and including termination from employment.
4. Any student who files a false charge of sexual harassment shall receive appropriate discipline, up to and including expulsion. For purposes of this policy, "false charge" shall not include complaints raised in good faith, but after investigation remain unsubstantiated by the District. For purposes of this policy, a "false charge" is a complaint filed by an individual with knowledge of the complaint's falsity.

Policy adopted: September 12, 1989

Revised: February 13, 1996

Revised: December 8, 1998

Revised: September 10, 2002

Revised: November 19, 2009

Legal Refs: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.
Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681
Equal Educational Opportunities Act of 1973, 20 U.S.C. §§ 1701 et seq.
Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794
Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 – 1487
Missouri Special Education Services, §§ 162.670 - 162.999, RSMo.
Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq.
Americans with Disabilities Act, 42 U.S.C. §§ 12101 - 12213
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.
Missouri Human Rights Act, §§ 213.010 et seq., RSMo.
Female Employees' Wages, §§ 290.400 - .450, RSMo.
St. Louis, Missouri City Ordinance No.: 67119



BOARD RESOLUTION

Date: May 30, 2012

Agenda Item : 16-26-12-70

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Chip Jones, Assoc. Supt., Student Support Serv

Action to be Approved: Policy Adoption/Change

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the amendment of District Policy 5131, the Conduct - Bullying and Hazing Policy, to become the Conduct - Bullying, Cyberbullying and Hazing Policy.

BACKGROUND: The State of Missouri passed legislation that requires the inclusion of Cyberbullying and additional definitions in the policy. The revisions add definitions to the policy as well as sections addressing cyberbullying.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Student Support Services

Requestor:


Dr. Chip Jones, Assoc. Supt., Student Support Serv


Dr. Nicole Williams, Dep. Supt., Academics


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

**SPECIAL ADMINISTRATIVE BOARD OF THE
TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS
STUDENTS – ELEMENTARY, MIDDLE AND SECONDARY**

Conduct – Bullying, Cyberbullying and Hazing

Policy # 5131

The responsibility for determining and implementing school discipline resides with the Board of Education, the superintendent and staff.

In order to promote a safe learning environment for all students, St. Louis Public Schools (the “District”) prohibits all forms of hazing, bullying and student intimidation. Students participating in or encouraging inappropriate conduct will be discipline. Such discipline may include, but is not limited to, suspension or expulsion from school and removal from participation in activities. Students who have been subjected to hazing or bullying are instructed to promptly report such incidents to a school official.

In addition, district staff, coaches, sponsors and volunteers shall not permit, condone or tolerate any form of hazing or bullying or plan, direct, encourage, assist, engage or participate in any activity that involves hazing or bullying. District staff will report incidents of hazing and bullying to the building principal. The principal shall promptly investigate all complaints of hazing and bullying and shall administer appropriate discipline to all individuals who violate this policy. District staff who violate this policy may be disciplined or terminated.

The superintendent will provide for appropriate training designed to assist staff, coaches, sponsors and volunteers in identifying, preventing and responding to incidents of hazing and bullying.

The District shall annually inform students, parents, district staff and volunteers that hazing, bullying and cyberbullying is prohibited. This notification may occur through the distribution of the written policy, publication in handbooks, presentations at assemblies or verbal instructions by the coach or sponsor at the start of the season or program.

Definitions

Hazing – For purposes of this policy, hazing is defined as any activity, on or off school grounds, that a reasonable person believes would negatively impact the mental or physical health or safety of a student or put the student in a ridiculous, humiliating, stressful or disconcerting position for the purposes of initiation, affiliation, admission, membership or maintenance of membership in any group, class, organization, club or athletic team including, but not limited to, a grade level, student organization or school-sponsored activity.

Hazing may include those actions that subject a student to extreme mental stress including, but not limited to, sleep deprivation, physical confinement, forced conduct that could result in extreme embarrassment or criminal activity, or other stress-inducing activities. Hazing may also

include, but is not limited to: acts of physical brutality; whipping; beating; branding; exposing to the elements; forcing consumption of any food, liquor, drug or other substance; forcing inhalation or ingestion of tobacco products; or any other forced physical activity that could adversely affect the physical health or safety of an individual.

Hazing may occur even when all students involved are willing participants. Hazing does not occur when a student is required to audition or try out for an organization when the criteria are reasonable, approved by the district and legitimately related to the purpose of the organization.

Bullying – For purposes of this policy, bullying is defined as intimidation or harassment of a student or multiple students perpetuated by individuals or groups. Bullying includes, but is not limited to: physical actions, including violence, gestures, theft, or damaging property; oral or written taunts, including name-calling, put-downs, extortion, or threats; or threats of retaliation for reporting such acts. Bullying may also include cyberbullying or cyberthreats.

Cyberbullying – is the sending, sharing or posting of harassing, harmful, threatening or cruel messages, texts or images using the Internet or other digital or electronic communication devices. Harassment includes slurs, comments, jokes, innuendoes, unwelcome compliments, cartoons, pranks, or verbal conduct relating to an individual that (1) have the purpose or effect of creating an intimidating, hostile or offensive environment; (2) have the purpose and effect of unreasonably interfering with an individual's work or a student's school performance, or (3) interfere with school operations. Vandalism is any attempt to harm or destroy the operating system, application software, data, or any other purposeful action that adversely impacts the District's computer resources. Cyberthreats are electronically transmitted or online materials that threaten or raise concerns about violence against others, suicide or self-harm.

Policy Adopted: June 26, 2012

ST. LOUIS BOARD OF EDUCATION POLICY

STUDENTS

ELEMENTARY, MIDDLE AND SECONDARY

P5131

ELEMENTARY, MIDDLE AND SECONDARY

Activities

Conduct – Bullying Prevention

The St. Louis Public School District is committed to a safe and civil educational environment, conducive to teaching and learning in an environment free from threat, harassment and any type of bullying behavior.

Bullying is defined as “intimidation or harassment that causes a reasonable student to fear for his or her physical safety or property. Bullying may consist of physical actions, including gestures, or oral or written communication and any threat of retaliation for reporting of such acts.”

This policy is not intended to prohibit expression of religious, philosophical, or political views, provided that the expression does not substantially disrupt the education environment. Many behaviors that do not rise to the level of harassment, intimidation, or bullying may still be prohibited by other district policies.

Students and Board employees are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously. Teachers and other Board employees who have witnessed, or are reliably informed that, a student has been a victim of behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal.

Parents or legal guardians may submit to the principal written reports of incidents they feel constitute bullying, or if allowed to continue would constitute bullying. The principal shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

Students who engage in any act of bullying are subject to appropriate disciplinary action in accordance with Board Policies, Regulations and the Student’s Rights and Responsibilities Handbook pertaining to discipline procedures and may include suspension, expulsion and/or referral to law enforcement authorities. The severity and pattern, if any, of the bullying shall be taken into consideration when disciplinary decisions are made.

The superintendent is directed to develop administrative regulations to implement this policy. Regulations shall include descriptions of prohibited conduct, reporting and investigative procedures, as needed, and provisions to ensure notice of this policy is provided to students, employees and third parties. All employees of the District shall receive instruction related to the specific contents of the District's policy and any interpretations necessary to implement the provisions of the policy in the course of their duties.

References

Legal: Section 160.775 RSMo.

Policy approved: September 19, 2006



BOARD RESOLUTION

Date: May 30, 2012

Agenda Item : 06-36-12-71

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Chip Jones, Assoc. Supt., Student Support Serv

Action to be Approved: Policy Adoption/Change

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the amendment of District Policy 5144.1, the School Violence Prevention Policy, to become the School Violence and Restrictive Behavior Intervention Policy.

BACKGROUND: The State of Missouri passed legislation that requires the inclusion of Restrictive Behavior Intervention in the policy. The revisions add definitions to the policy as well as sections addressing Restrictive Behavior Intervention.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Student Support Services

Requestor:


Dr. Chip Jones, Assoc. Supt., Student Support Serv


Dr. Nicole Williams, Dep. Supt., Academics


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

**SPECIAL ADMINISTRATIVE BOARD OF THE
TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS
EMPLOYMENT POLICY**

School Violence and Restrictive Behavioral Intervention Policy

Policy # 5144.1

PURPOSE

Through the adoption of this policy, the Special Administrative Board expects to:

1. Promote safety and prevent harm to students, school personnel and visitors in the School District.
2. Foster a climate of dignity and respect in the use of discipline and behavior-management techniques
3. Provide school personnel with clear guidelines about the use of seclusion, isolation, and restraint in response to emergency situations.
4. Promote the use of non-aversive, behavioral interventions.

The SLPS District has the authority ¹ to manage student conduct by promoting good order and implementing disciplinary practices in a manner which is consistent with state law. School officials are authorized to hold students accountable for misconduct in school, on school property, during school-sponsored activities and for conduct away from school or in nonschool activities which affect school discipline.

Students may forfeit their right to a public school education by engaging in conduct prohibited in the SLPS Student Code of Conduct Handbook and related provisions. Disciplinary consequences include, but are not limited to, withdrawal of school privileges (athletics, intramurals, student clubs and activities and school social events); the assignment of the student to another school; removal for up to ten (10) school days by school principals; extension of suspensions for a total of 180 days by the Superintendent/Designee; and longer term suspension and /or expulsion from school by the Board of Education.

DEFINITIONS

¹ School officials possess comprehensive authority to prescribe and control conduct of students in the public schools. *Tinker v. Des Moines Indep. Cmty. Sch. Dist.* 393 U.S. 503, 507 (1969). In Missouri, the school board is statutorily authorized to make all rules necessary for the organization, grading, and government of the school district. §171.011, RSMo 2000. Disruptive conduct on school premises can be prohibited by school officials to provide an environment conducive for learning. *Streeter v. Hundley*, 580 S.W.2d 282, 286 (Mo. Banc 1979).

Aversive Behavioral Interventions: An intervention that is intended to inflict pain or discomfort upon a student for the purpose of eliminating or reducing dangerous behaviors.

Chemical Restraint: The administration of a drug or medication to manage a student's behavior that is **NOT** a standard treatment and dosage for the student's medical condition.

Corporal Punishment: As relates to this policy, Corporal Punishment is the use of or threat of physical force for the purposes of discipline or punishment. Furthermore, the use of physical restraint by trained staff shall not be considered as Corporal Punishment.

Isolation: The confinement of a student alone in an enclosed space without locking hardware. Isolation does not include supervised in-school suspension, detention or time-out used as a disciplinary consequence in accordance to the District's student discipline code.

Mechanical Restraint: The use of any device or material attached to or adjacent to a student's body that restricts normal freedom and movement and which cannot be easily removed by a student. Mechanical restraint does **NOT** include: (1) an adaptive or protective device recommended by a physician or therapist (when it is used as recommended); (2) safety equipment used by the general student population as intended (e.g. seat belts, safety harnesses on student transportation).

Physical Escort: The temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a student who is acting out or eloping to walk to a safe location.

Physical Restraint: The use of person to person physical contact to restrict the free movement of all or a portion of a student's body. It does not include briefly holding a student without undue force for instructional or other purposes, briefly holding a student to calm the student, taking a student's hand to transport him or her for safety purposes, physical escort, or intervening in a fight.

Seclusion: The confinement of a student alone in an enclosed space from which the student is physically prevented from leaving by locking hardware.

Time-Out: Brief removal from sources of positive reinforcement that does not meet the definition of seclusion or isolation. The purpose of time-out is to separate the student from the attention of staff or other students.

A. SLPS BOARD OF EDUCATION POLICY – CORPORAL PUNISHMENT

SLPS District employees and volunteers are prohibited from administering corporal punishment to students attending the SLPS schools, and from causing such punishment to be administered.

B. SLPS BOARD OF EDUCATION POLICY – PHYSICAL RESTRAINT

Physical restraint will be used only when other means of preventing or stopping a breach of discipline have proved ineffective. Trained staff may use justifiable physical restraint on a student only when it is deemed reasonably necessary to²:

1. Prevent the student from hurting himself/herself.
2. Protect others.
3. Protect the staff's well-being.

Physical Restraint will:

1. Only be used for as long as necessary to resolve the actual risk of danger or harm that warranted the use of physical restraint.
2. Be no greater than the degree of force necessary.
3. Not place pressure or weight on the chest, lungs, sternum, diaphragm, back neck or throat that restricts breathing or circulation.
4. Not hyperextend any body part, put or keep the student off balance.
5. Be conducted with at least one other additional adult present and in line of sight, unless other school personnel are not immediately available due to the unforeseeable nature of the emergency situation.

Physical restraint which is administered in accordance with this section shall not be deemed corporal punishment as defined in Section A. above.

In the above cases physical restraint is justified when it is an alternative to a greater harm. When necessary, it should be applied without anger and as a restraint rather than as retaliation.

Trained staff members are permitted to use only the minimum amount of restraint reasonably necessary to accomplish the preventive measures required.

C. USE OF SECLUSION AND ISOLATION

Seclusion: The St. Louis Public Schools does not practice seclusion as defined in this policy to modify student behavior.

Isolation: Isolation shall only be used:

1. In an emergency situation in which a student's behavior poses a serious, probable threat of imminent physical harm to self or others, or
2. When less restrictive measures have not de-escalated the situation.

² Restraint is defined as an act, which may be forceful in nature, of holding back, limiting or controlling someone or something.

Isolation shall never be used as a form of punishment or for the convenience of District personnel.

A student in isolation must be monitored by District personnel who are in close proximity and able to see and hear the student at all times. The total time in isolation is to be reasonable, calculated based on the age of the student and the circumstances and is not to exceed 10 minutes without a reassessment of the situation and consultation with administrative staff, unless otherwise specified in the IEP, Section 504 plan or other plan to address a student's behavior.

The space in which the student is isolated should be a reasonably sized meeting room commonly found in the school setting with lighting, ventilation, heating, cooling and ceiling height and that is free of objects that could cause harm to the student.

D. MECHANICAL RESTRAINT

The St. Louis Public School District does not practice the use of mechanical restraints as defined in this policy to modify student behavior.

The use of vehicle safety restraints shall be used according to state and federal regulations.

Mechanical restraints employed by law enforcement officers in school settings should be used in accordance with appropriate professional standards and applicable policies.

E. CHEMICAL RESTRAINT

The St. Louis Public School District does not practice the use of chemical restraints as defined in this policy to modify student behavior.

F. USE OF TIME-OUT

Nothing in this policy is intended to prohibit the use of time-out as defined in this policy.

G. REPORTING/DEBRIEFING

If a staff member uses isolation or physical restraint on a student, the following must be done:

1. Report the incident to the Building Administrator immediately.
2. Prepare a written comprehensive report detailing the reason for using physical restraint, the type and manner of physical restraint, the amount of force used in the physical restraint.
3. The comprehensive report must be prepared within 24 hours.
4. The comprehensive report shall be forwarded to Building Administrator, Office of the Superintendent, Director of School Safety and Security.

5. The Building Administrator shall follow all regular District reporting procedures for external agencies as required by District Policies.
6. The Building Administrator shall conduct a debriefing for any incident that results in an injury.

H. TRAINING

The District will provide annual training to all staff concerning the District's use of seclusion, isolation and restraint. Annual training will also include, but will not be limited to, approved methods of dealing with school violence, discipline of students with disabilities, and the requirements of student confidentiality.

In addition to the training to District staff, those who utilize isolation or restraint will also receive annual training in:

1. The appropriate use of physical restraint.
2. Professionally accepted practices in the use of restraint and isolation.
3. The appropriate use of isolation.

Adopted: January 22, 1991

Revised: December 7, 1999

Revised: July 29, 2010

Revised: June 26, 2012

P5144.1

ST. LOUIS BOARD OF EDUCATION POLICY

STUDENTS

ELEMENTARY, MIDDLE AND SECONDARY

SCHOOL VIOLENCE INTERVENTION POLICY

The SLPS District has the authority ¹ to manage student conduct by promoting good order and implementing disciplinary practices in a manner which is consistent with state law. School officials are authorized to hold students accountable for misconduct in school, on school property, during school-sponsored activities and for conduct away from school or in nonschool activities which affect school discipline.

Students may forfeit their right to a public school education by engaging in conduct prohibited in the SLPS Student Code of Conduct Handbook and related provisions. Disciplinary consequences include, but are not limited to, withdrawal of school privileges (athletics, intramurals, student clubs and activities and school social events); the assignment of the student to another school; removal for up to ten (10) school days by school principals; extension of suspensions for a total of 180 days by the Superintendent/Designee; and longer term suspension and /or expulsion from school by the Board of Education.

The District will provide annual in-service training to all staff concerning the District's discipline regulations and their implementation. Annual training will also include, but will not be limited to, approved methods of dealing with school violence, discipline of students with disabilities, and the requirements of student confidentiality.

A. SLPS Board of Education Policy- Corporal Punishment

SLPS District employees and volunteers are prohibited from administering corporal punishment to students attending the SLPS schools, and from causing such punishment to be administered.

B. SLPS Board of Education Policy- Physical Restraint

Physical restraint will be used only when other means of preventing or stopping a breach of discipline have proved ineffective. Trained staff members, regardless of their level of training, may, use justifiable physical restraint of a student if it is deemed reasonably necessary to²:

¹ School officials possess comprehensive authority to prescribe and control conduct of students in the public schools. *Tinker v. Des Moines Indep. Cmty. Sch. Dist.* 393 U.S. 503, 507 (1969). In Missouri, the school board is statutorily authorized to make all rules necessary for the organization, grading, and government of the school district. §171.011, RSMo 2000. Disruptive conduct on school premises can be prohibited by school officials to provide an environment conducive for learning. *Streeter v. Hundley*, 580 S.W.2d 282, 286 (Mo. Banc 1979).

² Restraint is defined as an act, which may be forceful in nature, of holding back, limiting or controlling someone or something.

1. Prevent the student from hurting himself/herself.
2. Protect others.
3. Protect the staff members' well-being.

As relates to this policy, Corporal Punishment is the use of or threat of physical force for the purposes of discipline or punishment. Furthermore, the use of physical restraint by trained staff shall not be considered as Corporal Punishment.

Physical restraint which is administered in accordance with this section shall not be deemed corporal punishment as defined in Section A. above.

In the above cases physical restraint is justified when it is an alternative to a greater harm. When necessary, it should be applied without anger and as a restraint rather than as retaliation.

Trained staff members are permitted to use only the minimum amount of restraint reasonably necessary to accomplish the preventive measures required.

If a staff member uses physical restraint on a student, the following must be done:

1. Report the incident to the Building Administrator immediately.
2. Prepare a written comprehensive report detailing the reason for using physical restraint, the type and manner of physical restraint, the amount of force used in the physical restraint.
3. The comprehensive report must be prepared within 24 hours.
4. The comprehensive report shall be forwarded to Building Administrator, Office of the Superintendent, Director of School Safety and Security.
5. The Building Administrator shall follow all regular District reporting procedures for external agencies as required by District Policies.

Adopted: January 22, 1991

Revised: December 07, 1999

Revised: July 29, 2010



Board Resolution

Date: June 1, 2012

Agenda Item: 06-26-12-12

To: Dr. Kelvin R. Adams, Superintendent

From: Sharonica Hardin, Chief Human Resource Officer

Action: X

Action to be Approved:

X

Policy Adoption/Change

Other Transaction Descriptors: _____

SUBJECT:

To approve a new Sick Leave Policy replacing the current PTO Policy. (new policy is attached)

BACKGROUND:

The District implemented a PTO Policy in 2003 giving employees 9 PTO days each year and Short Term Disability and Long Term Disability for extended absences. The goal for changing the policy to a more traditional sick leave policy is to be competitive with other school districts and provide appropriate sick days and personal days to meet employee needs. This policy will replace the PTO policy for the district as well as in the AFT Local 420 Policy Statement for 2011-14 (this item was left open for negotiation).

Accountability Plan Goal: Goal II: Highly Qualified Staff

Objective/Strategy:

IV.A.

FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)

Fund Source: - - - -

Amount: No Cost

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Cost not to Exceed: No Cost

☐

Pending Funding Availability Vendor #:

Department: Human Resources

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep., Supt., Operations

Dr. Kelvin R. Adams, Superintendent

**SPECIAL ADMINISTRATIVE BOARD OF THE
TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS
PERSONNEL POLICY**

**Leave of Absence
Sick Leave/Personal Time**

Regulation# _____

ACCRUAL OF SICK LEAVE

Consistent, ongoing, meaningful contact with students and staff is important to the learning environment and the overall district operation. Therefore, it is an essential duty and function of a professional staff person's position. When a staff member is frequently absent or is absent for an extended period of time, the instructional environment and district operations are compromised, and the students suffer.

However, staff members who are ill are encouraged to stay home to promote healing and reduce the risk of infecting others, especially during a pandemic or other significant health event. The district may require an employee to provide the district a doctor's statement or other verification of eligibility for use of sick leave before the district applies sick leave or other applicable paid leave to the employee. The district may require an employee to present a certification of fitness to return to work whenever the employee is absent from work due to the employee's health.

To that end all full-time employees are eligible to earn sick leave days during each fiscal year (i.e. July 1st to June 30th). Certificated teachers, administrators and non-certificated 10, 10.5 month staff members will be granted 10 days of sick leave per year. All eleven month employees will be granted 11 days of sick leave per year and all 12 month employees will be granted 12 days of sick leave.

a) Sick leave is prorated for employees hired after the beginning of the fiscal year as follows:

<u>Hire Date</u>	<u>10/10.5 month</u>	<u>11 month</u>	<u>12 month</u>
On or after July 1 and by September 30	10	11	12
On or after October 1 and by December 31	7	8	9
On or after January 1 and by March 31	5	6	6
On or after April 1 and by June 30	2	2	3

b) Sick leave is also prorated for extended leaves of absence.

Each year unused sick leave days will be accumulated in the employees' sick leave bank. The maximum number of sick leave days an employee may accumulate in their bank is 130 work days. (Employees who have banked sick leave days as of January, 2004 should refer to Board regulation 4621)

The Superintendent, or his/her designee, reserves the right to take disciplinary action up to and including separation of employment in the event of abuse of sick leave privilege. No employee will be disciplined or terminated for absences qualifying for protection under the Family Medical Leave Act (FMLA) or other applicable law.

Sick leave granted during each fiscal year (July 1st to June 30th) may be used for absences necessitated because of personal illness, injury or accident, illness, , or a medical disability which prevents the employee from performing his or her duties in accordance with state and federal law.

Leave is available pursuant to the Family Medical Leave Act and as set forth in the District's FMLA Leave Policy (#4620.2) for employees seeking leave to care for a child, spouse or parent who has a "serious medical condition" as defined in the Family Medical Leave Act.

PERSONAL DAYS:

Each fiscal year, an employee may use three of his/her granted sick leave days as personal days. Personal time off requires 48 hours notice before the date of the leave and cannot be scheduled during the following blackout periods:

- The first two weeks of classes during each school year
- The last two weeks of classes during each school year
- Following notice of impending suspension or discharge
- Following notice of non-renewal to a probationary employee
- All scheduled professional development days
- MAP and EOC testing

Exceptions may be made on a case by case basis.

Any unused personal days will be rolled over into the accumulated sick leave bank and can be used as sick leave in future years.

Regular employees receiving personal days for absences on both the work day preceding and the work day following a holiday or holidays shall receive holiday pay. The absence for the holiday shall not be deducted from the employee's accrual sick leave bank.

ABUSE OF SICK LEAVE

It shall be an abuse of sick leave for an employee to use sick leave for absences when the employee is not actually sick. The Superintendent, or his/her designee, is authorized to investigate when the circumstances in his/her discretion indicate suspected abuse of sick leave. As part of this authority, the Superintendent may require employees to provide written substantiation of a claim of illness, including a physician's verification. Abuse of sick leave may include but is not limited to: falsification of medical documentation, failure to provide appropriate documentation for absences when required, absences from work on an inordinate number of Mondays and/or Fridays during the year without sufficient

documentation to substantiate an employee is unable to work. If incidents of abuse are determined, it shall result in discipline up to and including separation of employment. Absences not covered under this sick leave policy or the FMLA policy (4620.2) will be subjected to the Attendance Policies (4610.1 and 4620.2)

COMPLIANCE WITH FAMILY AND MEDICAL LEAVE ACT OF 1993:

The district's sick leave policy and this regulation shall be applied in accordance with the Family Medical Leave Act 1993 as amended. (See FMLA Policy 4620.2) When applicable, leave under this sick leave policy, the Family Medical Leave Act, worker's compensation, and any other leaves previously earned will run concurrently.

NOTIFICATION:

Whenever it becomes apparent to an employee that the/she will be unable to report to work for any reason whatsoever, the employee is responsible for notifying his/her supervisor, or another person who has been designated to be notified, before the start of work. Persons designated as needing substitutes are also responsible for contacting the centralized substitute office as soon as the pending absence becomes known. Failure to make all contacts shall result in an unexcused absence.

If the employee is absent more than one (1) day in succession, he/she must give the required notification daily, unless the employee knows in advance that he/she would be out more than one (1) day and stated the fact at the time of prior notification. Persons designated as needing substitutes are also responsible for notifying his/her supervisor before the start of work. Failure to make contact shall result in an unexcused absence.

RETURN TO WORK:

Notification of intention of an employee to return to work before the original completion date of requested absence shall be given to the Human Resources Department and to the Principal of the School or immediate supervisor. Notification must be given to the Human Resources Department and the immediate supervisor before 4:30 p.m. of the day preceding the date of the return.

An employee absent for a period of three (3) or more consecutive full calendar days in succession due to illness, injury or accident will be required to submit to the Human Resources Department a written statement from his/her physician stating the nature of the illness and the date(s) of treatment.

This statement is to be presented prior to the employee being returned to active duty. If there is a question as to whether the employee is able to perform his/her duties, the Chief Human Resource Officer may postpone the employee's return to work upon the recommendation of the medical doctor, who may be appointed by the Board and at the Board expense to examine the employee.

PAYMENT OF ACCRUED SICK LEAVE UPON RESIGNATION, TERMINATION AND RETIREMENT:

Employees who leave the school system through termination or resignation shall not be entitled to compensation for unused sick leave days/personal days, nor shall their estate have a claim for payment of unused sick leave/personal days in the case of death.

Certificated and/or exempt employees who have unused sick leave days at the time of their retirement, shall receive a payout of \$100 per day, non-certificated/non-exempt employees shall receive a payout of \$50 per day. All employees shall be paid at the time of retirement or over up to a three (3) year period, as determined by the employee. Employees who participate in the St. Louis Public School Retirement Program may request to have their accumulated and unpaid sick leave days under this policy credited to the total time worked in the St. Louis Public School System for purpose of calculating retirement eligibility. From time to time the District may designate other uses of accumulated sick leave days.

ADMINISTRATION AND PAYMENT OF APPROVED SICK LEAVE

The District reserves the right to utilize a third party vendor to administer sick leave requests in accordance with its policies and procedures. The third party vendor shall have the right to approve or deny sick leave based on documentation received and in compliance with this policy. Absences of three (3) consecutive full calendar days or more will require documentation prior to payment being made and to avoid penalty under the attendance control policy.

RULES FOR EMPLOYEES WITH ACCRUED SICK LEAVE UNDER PRIOR POLICIES:

Employees with accrued sick leave days accumulated under prior District policies shall be permitted to maintain or use them, only as previously permitted (See Policy 4621). No further Sick leave days may be accumulated as set forth herein.

RULES FOR EMPLOYEES WITH ACCRUED PTO DAYS UNDER PRIOR POLICIES:

Employees with accrued PTO days accumulated under prior District policies shall be permitted to maintain or use them, only as previously permitted (See Policy 4620.1). No further PTO days may be accumulated as set forth herein.

SHORT TERM DISABILITY:

Short term disability will continue to be a district paid benefit for the 2012-13 school year. Thereafter, short term disability may be available as an employee paid option. This will be further determined prior to the 2013-14 school year.



BOARD RESOLUTION

Date: May 24, 2012

Agenda Item: 06-26-12-73

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Sharonica Hardin, Chief Human Resource Officer

Action to be Approved: Policy Adoption/Change Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the adoption of District Policy 4224, Pre-Employment Drug Screens.

BACKGROUND: SLPS has established a drug-free workplace program that balances its respect for individuals with the need to maintain an alcohol and drug-free environment. This policy will support the drug-free workplace program through a screening of all prospective full-time employees.

Accountability Plan Goals: Goal II: Highly Qualified Staff

Objective/Strategy: II.C.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Human Resources

Requestor:


Sharonica Hardin, Chief Human Resource Officer


Mary M. Houlihan, Dep. Supt., Operations


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

**SPECIAL ADMINISTRATIVE BOARD OF THE
TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS
EMPLOYMENT POLICY**

Pre-Employment Drug Screens

Policy # 4224

Pre-Employment Drug Screening Policy

1. Purpose

- 1.1. Substance abuse constitutes a serious threat to St. Louis Public Schools ("SLPS") and its workforce. SLPS strives to provide a safe work environment. A workplace that promotes employee health and well-being and is free from the effects of drugs and alcohol is essential to the achievement of this goal. The SLPS has established a drug-free workplace program that balances its respect for individuals with the need to maintain an alcohol and drug-free environment. To that end, SLPS hereby establishes the *St. Louis Public Schools Pre-employment Drug Screening Policy* (the "Policy"). This program shall be carried out in accordance with all relevant state and federal laws, rules and regulations, as well as all applicable SLPS policies and regulations.

2. Applicability

- 2.1. This policy applies to all prospective full-time employees, adjuncts, temporary wage and all other wage (part-time) employees once a conditional offer of employment has been extended and accepted. All prospective rehires (full-time, adjuncts, temporary wage and all other wage {part-time} employees) will be subject to a new drug screening if they have been off of SLPS's payroll for six (6) or more consecutive months.

3. Definitions

- 3.1. **Adulterated Specimens:** A specimen that contains a substance that is not expected to be present in human urine; or contains a substance expected to be present but is at a concentration so high that is not consistent with human urine.
- 3.2. **Confirmation (or confirmatory) drug test:** A second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.
- 3.3. **Contract Drug Screening Firm:** A contracted vendor that provides comprehensive nationwide drug screening and who strictly adheres to the provisions of the Fair Credit Reporting Act.

- 3.4. **Creatinine:** Is an indicator of metabolic function. It is waste product of muscle tissue produced at a constant rate by the kidneys and excreted in the urine.
- 3.5. **Diluted Negative Specimen:** A negative urine test result with creatinine and/or specific gravity values lower than expected for human urine.
- 3.6. **Drug Test Screening:** A positive test result shall be considered a violation of this policy. In addition, a failure to cooperate with the testing request, including immediately reporting for testing, supplying enough sample for testing, or refusing to allow test results to be released to an SLPS representative will be considered violations of this policy.
- 3.7. **Illegal Drugs/Substances:** Defined as the use of unlawful drugs and the unlawful use of prescription drugs.
- 3.8. **Initial Drug Test:** The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.
- 3.9. **Invalid Drug Test:** The result of a drug test for a urine specimen that contains an unidentified adulterant or an unidentified interfering substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.

4. Policy

- 4.1. All prospective employees and rehires (referenced above in Section 2) are required to submit to a drug test once a conditional offer of employment has been extended and accepted. An offer of employment by SLPS is conditioned on the prospective employee testing negative for illegal substances.
- 4.2. Human Resource shall be responsible for ensuring that all prospective employees who are conditionally offered positions listed in Section 2 above have provided a sample for drug testing and the results have been received by Human Resources before the prospective employee reports for duty.
- 4.3. The prospective employee must thoroughly read this Policy and sign a drug test authorization form (4224-AF). The authorization form authorizes SLPS and the contracted screening firm to obtain a sample from the prospective employee for drug testing as well as the drug screening results through an approved collection site for each prospective employee.
- 4.4. The prospective employee will report to an approved contracted screening collection site on the date and time specified by the SLPS to have the drug test administered and conducted.

5. Procedures

- 5.1. To ensure the accuracy and fairness of our testing program, all testing will be conducted according to standard guidelines where applicable and will be performed by a third party testing agency and will include a screening test; a confirmation test; the opportunity for a split sample; and an opportunity for prospective employees who test positive to provide a legitimate medical explanation to the Medical Review Officer ("MRO"), such as a physician's prescription, for a positive result.
- 5.2. The approved sites that collect urine drug samples for SLPS will follow federal and state laws/guidelines for any and all collections obtained and testing conducted. These procedures shall ensure that the sample identified to an applicant actually contains materials from that particular applicant, that the samples are protected from tampering, and that the analysis of the samples is done in accordance with reasonable and accepted collection standards.
- 5.3. Each employee, as a condition of employment, will be required to participate in pre-employment drug and alcohol testing. Testing for the presence of Alcohol will be conducted by analysis of a breathalyzer. Testing for presence of the metabolites of drugs will be conducted by the analysis of urine and blood.
- 5.4. An employee will be subject to the same consequences as a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms, or refuses to cooperate in the testing process in such a way that prevents completion of the test.
- 5.5. The following is a list of substances that SLPS tests for on a Pre-Employment drug test:
 - 5.5.1. Methadone (MTD)
 - 5.5.2. Barbiturates (BAR)
 - 5.5.3. Benzodiazepine (BZO)
 - 5.5.4. Marijuana (THC)
 - 5.5.5. Amphetamine (AMP)
 - 5.5.6. Phencyclidine (PCP)
 - 5.5.7. Propoxyphene (PPX)
 - 5.5.8. Methamphetamine (METH)
 - 5.5.9. Opiates (OPI)
 - 5.5.10. Cocaine (COC)
- 5.6. Testing for other substances may be added to this policy upon notice without notice and without otherwise modifying the policy.

5.7. The prospective employee shall incur only the expenses of the original specimen testing.

5.8. If the prospective employee has a positive test, refuses to be tested, or has a confirmed invalid test, that person will be denied employment by SLPS. The prospective employee will be notified by letter from the Human Resource of the decision. An employee whose drug test is reported positive will have 72 hours to request the split specimen be retested and reviewed by the MRO. This split specimen procedure essentially provides the applicant/employee with an opportunity for a “second opinion”.

6. Responsibilities

6.1. A copy of this Policy and memorandum to prospective employees will be provided to all prospective employees. Human Resources will follow the established drug and background screening guidelines, per SLPS policies and regulations.

7. Sanctions

7.1. All information relating to drug testing or the identification of persons as users of drugs will be protected by the contracted screening firm and SLPS as confidential. The contracted screening firm will retain all records pertaining to a prospective employee’s drug screening results for a period of three years. Failure to adhere to this Policy could result in disciplinary action, up to and including termination.

Policy adopted: June 26, 2012

Legal Refs: PL. 100-690, The Drug-Free Workplace Act of 1988, Section 5151, et seq.

ST. LOUIS PUBLIC SCHOOLS PRE-EMPLOYMENT DRUG SCREENING

AUTHORIZATION FORM 4224-AF

1. The undersigned job applicant acknowledges that he/she has been informed that St. Louis Public Schools requires that all applicants who are offered and have accepted a position with St. Louis Public Schools to submit to a drug screening test. The initial drug screening test will be conducted by a laboratory selected by the contracted screening firm and paid for by the prospective employee.
2. The undersigned also acknowledges that:
 - a. A copy of SLPS's Pre-Employment Drug Screening Policy has been made available for his/her review.
 - b. He/she will be subject to the terms of said Policy and agrees to be subject to such terms.
3. The undersigned further acknowledges that:
 - a. Test results which are positive for the presence of drugs will result in denial of employment.
 - b. If a determination is made that a sample has been adulterated or diluted by the applicant or at the applicant's direction, the applicant will be denied employment.
 - c. A refusal to consent to testing or a confirmed invalid test will also result in denial of employment.
4. The undersigned further acknowledges that he/she will be requested to sign a release at the time of said examination consenting to the (a) collection of sample and (b) release of test results by the contracted screening firm to St. Louis Public Schools.

Applicant's Signature

Date



BOARD RESOLUTION

Date: May 23, 2012

Agenda Item : 06-2612-74

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Enos Moss, CFO/Treasurer

Action to be Approved: Policy Adoption/Change

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve a Tax-Advantaged Financing Compliance Policy and Procedure for the Special Administrative Board of the Transitional School District of the City of St. Louis as required by the Internal Revenue Service to monitor post-issuance federal tax requirements for current and future General Obligation bonds.

BACKGROUND: The District has issued Tax-Advantaged Bonds to fund costs of project facilities. The District understands that in exchange for the right to issue such bonds at favorable interest rates and terms, the Code and related regulations impose ongoing requirements related to the proceeds of the Tax-Advantaged Bonds and the project facility financed by the bonds. These requirements focus on the investment, use and expenditure of proceeds of the bonds and related funds as well as restrictions on the use of the project facility.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.D.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Finance

Requestor:

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Mary M. Houlihan, Dep. Supt., Operations

**RESOLUTION APPROVING A TAX-ADVANTAGED FINANCING
COMPLIANCE POLICY AND PROCEDURE FOR THE SPECIAL
ADMINISTRATIVE BOARD OF THE TRANSITIONAL SCHOOL
DISTRICT OF THE CITY OF ST. LOUIS.**

WHEREAS, the Internal Revenue Service has advised issuers of obligations, the interest on which is either (1) excludable from gross income for federal income tax purposes, or (2) taxable to the bond owners, but is based on a lower rate due to the advantages of a federal program (such as Build America Bonds, Qualified School Construction Bonds or Qualified Zone Academy Bonds), to adopt separate written procedures for monitoring post-issuance federal tax requirements for such bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE SPECIAL ADMINISTRATIVE BOARD OF THE TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS, AS FOLLOWS:

Section 1. Approval of Tax-Advantaged Financing Compliance Policy and Procedure. The Tax-Advantaged Financing Compliance Policy and Procedure in substantially the form attached hereto as **Exhibit A** is hereby approved.

Section 2. Further Authority. The Special Administrative Board hereby authorizes and empowers the officers and representatives of the Transitional School District of the City of St. Louis to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Resolution in connection with the approval of the Tax-Advantaged Financing Compliance Policy and Procedure. All of the acts and undertakings of such officers and representatives that are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects, ratified, confirmed and approved.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after the date of its passage.

PASSED by the Special Administrative Board of the Transitional School District of the City of St. Louis, this 7th day of June, 2012.

(SEAL)

Attest:

Chief Executive Officer of the Special
Administrative Board

Secretary of the Special Administrative Board

EXHIBIT A

TAX-ADVANTAGED FINANCING COMPLIANCE POLICY AND PROCEDURE

**SPECIAL ADMINISTRATIVE BOARD OF THE
TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS
TAX-ADVANTAGED FINANCING COMPLIANCE POLICY AND PROCEDURE**

Dated as of June 7, 2012

TAX-ADVANTAGED FINANCING COMPLIANCE POLICY AND PROCEDURE

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TAX-ADVANTAGED FINANCING COMPLIANCE POLICY AND PROCEDURE

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

“Annual Compliance Checklist” means a questionnaire and/or checklist described in **Section 6.1** hereof that is completed each year for a Tax-Advantaged Bond issue.

“Annual Report” means the District’s audited financial statements (or unaudited financial statements as permitted by the Continuing Disclosure Undertaking for the Tax-Advantaged Bonds) and certain other financial information and operating data required to be filed annually with the MSRB for the Tax-Advantaged Bonds.

“Board” means the Special Administrative Board of the Transitional School District of the City of St. Louis, and any successors and assigns.

“Bond Compliance Officer” means the District’s Chief Financial Officer or, if the position of Chief Financial Officer is vacant, the person filling the responsibilities of the Chief Financial Officer for the District.

“Bond Counsel” means a law firm selected by the Board to provide a legal opinion regarding the tax status of interest on Tax-Advantaged Bonds as of the issue date or the law firm selected to advise the Board on matters referenced in this Compliance Procedure.

“Bond Restricted Funds” means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Agreement for a Tax-Advantaged Bond issue.

“Bond Transcript” means the “transcript of proceedings” or other similar titled set of documents assembled by Bond Counsel following the issuance of Tax-Advantaged Bonds.

“Code” means the Internal Revenue Code, as amended.

“Compliance Procedure” means this Tax-Advantaged Financing Compliance Policy and Procedure.

“Continuing Disclosure Undertaking” means the applicable Continuing Disclosure Agreement, Continuing Disclosure Undertaking, Continuing Disclosure Certificate or other written certification of the Board setting out covenants for satisfying the Board’s requirements for providing information to the MSRB pursuant to Rule 15c2-12 of the Securities Exchange Commission on an ongoing basis for each of the Tax-Advantaged Bonds.

“Cost” or “Costs” means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Project Facility or costs of issuing Tax-Advantaged Bonds.

“District” means the Transitional School District of the City of St. Louis, also known as the St. Louis Public School District, and any successors and assigns.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“Final Written Allocation” means the Final Written Allocation prepared pursuant to **Section 5.4** hereof.

“Financed Assets” means that part of a Project Facility treated as financed with Tax-Advantaged Bond proceeds as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Board and the Tax Agreement for the Tax-Advantaged Bond issue.

“Intent Resolution” means a resolution of the Board stating the (a) intent of the Board to finance all or a portion of the Project Facility with Tax-Advantaged Bonds, (b) expected maximum size of the Tax-Advantaged Bonds, and (c) intent of the Board to reimburse the Costs paid by the Board from proceeds of the Tax-Advantaged Bonds.

“IRS” means the Internal Revenue Service.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Placed In Service” means that date (as determined by the Bond Compliance Officer) when the Project Facility is substantially complete and in operation at substantially its design level.

“Project Facility” means all tangible or intangible property financed in whole or in part with Tax-Advantaged Bonds that is functionally related or integrated in use, that is located on the same physical site or proximate sites, and that is expected to be Placed In Service within a one-year period.

“Rebate Analyst” means the rebate analyst for the Tax-Advantaged Bonds selected pursuant to the Tax Agreement.

“Tax-Advantaged Bond(s)” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Board, the proceeds of which are to be loaned or otherwise made available to the Board, and the interest on which is either (1) excludable from gross income for federal income tax purposes, or (2) taxable to the bond owners, but is based on a lower rate due to the advantages of a federal program (such as Build America Bonds, Qualified School Construction Bonds or Qualified Zone Academy Bonds). A list of all Tax-Advantaged Bonds outstanding and subject to this Compliance Procedure as of June 7, 2012, is attached hereto as **Exhibit A**.

“Tax-Advantaged Bond File” means documents and records which may consist of paper and electronic medium, maintained for each Tax-Advantaged Bond. Each Tax-Advantaged Bond File will include the following information if applicable:

- (a) Intent Resolution.
- (b) Bond Transcript.

- (c) Final Written Allocation and/or all available accounting records related to the Project Facility showing expenditures allocated to the proceeds of a Tax-Advantaged Bond and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculation.
- (e) Forms 8038-T together with proof of filing and payment of rebate.
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) bid solicitation, bid responses, certificate of broker;
 - (2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
 - (3) copies of the investment agreement and any amendments.
- (g) Any item required to be maintained by the terms of the Tax Agreement involving the use of the Project Facility or expenditures related to tax compliance for the Tax-Advantaged Bonds.
- (h) Any opinion of Bond Counsel regarding the Tax-Advantaged Bonds not included in the Bond Transcript.
- (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript.
- (j) Any correspondence with the IRS relating to the Tax-Advantaged Bonds including all correspondence relating to an audit by the IRS of the Tax-Advantaged Bonds or any proceedings under the Tax-Advantaged Bonds Voluntary Closing Agreement Program (VCAP).
- (k) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Agreement for the Tax-Advantaged Bond issue.
- (l) For refunding bond issues, the Tax-Advantaged Bond File for the refunded Tax-Advantaged Bonds.

“Tax Agreement” means the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Instructions, or other written certification or agreement of the Board setting out representations and covenants for satisfying the post-issuance tax compliance requirements for a Tax-Advantaged Bond issue.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

(a) The Board uses Tax-Advantaged Bonds to fund Costs of Project Facilities. The Board understands that in exchange for the right to issue Tax-Advantaged Bonds at favorable interest rates and terms, the Code and related regulations impose ongoing requirements related to the proceeds of the Tax-Advantaged Bonds and the Project Facility financed by the Tax-Advantaged Bonds. These requirements focus on the investment, use and expenditure of proceeds of the Tax-Advantaged Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) The Board recognizes that the IRS has stated that all issuers of Tax-Advantaged Bonds should have a *separate* written policy and procedure regarding ongoing compliance with the federal tax requirements for Tax-Advantaged Bonds.

(c) The Board is required under the Continuing Disclosure Undertaking to provide disclosures of certain financial information and operating data and to file notices of certain events to the marketplace to facilitate informed secondary market trading in Tax-Advantaged Bonds issued by the Board. The Board is committed to full compliance with the tax and securities law requirements for all of its outstanding and future Tax-Advantaged Bonds. This Compliance Procedure is adopted by the Board to comply with the IRS and Securities and Exchange Commission directives and to improve tax and securities law compliance and documentation.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Tax-Advantaged Bonds currently outstanding and all Tax-Advantaged Bonds issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Agreement, the Continuing Disclosure Undertaking or any other specific written instructions of Bond Counsel, the terms of the Tax Agreement, the Continuing Disclosure Undertaking or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Advantaged Bonds will be incorporated in the Tax Agreement for the future issue. Any requirements imposed on the Board in the Tax Agreement will be noted by the Bond Compliance Officer and incorporated into the Annual Compliance Checklist. The Board acknowledges that the Continuing Disclosure Undertaking may also apply to one or more issue of non-Tax-Advantaged Bonds issued by the Board.

Section 2.3. Amendments and Publication of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the Board. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Board.

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with other employees that use the Project Facility to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Bond Counsel, legal counsel to the Board, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance

Procedure. The Bond Compliance Officer will report to the Board as necessary, and will report to the Superintendent at least annually, regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure.

Section 3.2. Training.

(a) General. Periodically, as individuals acting as the District's Bond Compliance Officer pass the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the outgoing individual is responsible for training the incoming individual to ensure the District's continued compliance with the provisions of this Compliance Procedure and all Tax Agreements for any outstanding Tax-Advantaged Bonds.

(b) Training Opportunities. Prior to each future issuance of Tax-Advantaged Bonds, the Bond Compliance Officer will discuss tax requirements related to such Tax-Advantaged Bonds with Bond Counsel. When appropriate, the Bond Compliance Officer will take advantage of training opportunities regarding tax-advantaged financing that are relevant to the District such as:

- Subscribing for IRS Newswire updates related to tax-advantaged financing at <http://www.irs.gov/newsroom/article/0,,id=154805,00.html>
- Attending training programs offered by the IRS or other industry professionals
- Consulting Bond Counsel from time-to-time with questions regarding tax requirements applicable to the District

ARTICLE IV

TAX-ADVANTAGED BONDS CURRENTLY OUTSTANDING

Section 4.1. Tax-Advantaged Bonds Covered by Article IV Procedures. This Article IV applies to all Tax-Advantaged Bonds issued prior to the date of this Compliance Procedure that are currently outstanding. These Tax-Advantaged Bonds are listed on **Exhibit A** hereto.

Section 4.2. Tax-Advantaged Bond File. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Advantaged Bond File as is available for each Tax-Advantaged Bond that is listed on **Exhibit A** hereto.

Section 4.3. Annual Compliance Checklists. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will work with Bond Counsel and/or legal counsel to the Board and cause Annual Compliance Checklists to be completed for all outstanding Tax-Advantaged Bonds and will follow the procedures specified in **Article VI** hereof to complete the Annual Compliance Checklists and thereafter include each completed Annual Compliance Checklist in the Tax-Advantaged Bond File.

Section 4.4. Correcting Prior Deficiencies in Compliance. In the event the Bond Compliance Officer determines a deficiency in compliance with a Tax Agreement for an outstanding Tax-Advantaged Bond listed on **Exhibit A** hereto, the Bond Compliance Officer will direct the Board to follow the procedures described in Treasury Regulations or the Tax-Advantaged Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Board to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Board and obtaining its approval.

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW TAX-ADVANTAGED BOND ISSUES

Section 5.1. Application. This Article V applies to Tax-Advantaged Bonds issued on or after the date of this Compliance Procedure.

Section 5.2. Prior to Issuance of Tax-Advantaged Bonds.

(a) Intent Resolution. The Board will authorize and approve the issuance of Tax-Advantaged Bonds. Prior to or as a part of this authorizing resolution, the Board may adopt an Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Advantaged Bonds so that they conform to the requirements of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Board's costs and expenses incurred to implement this Compliance Procedure.

(c) Tax Agreement. Each Tax-Advantaged Bond issue will include a Tax Agreement signed by the Bond Compliance Officer. The Tax Agreement will (1) describe the Project Facility and the anticipated Financed Assets, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance by the Board, (3) for new money financings, require the Board to complete a Final Written Allocation, and (4) contain a form of the Annual Compliance Checklist for the Tax-Advantaged Bond issue. The Bond Compliance Officer will confer with Bond Counsel and the Board's counsel regarding the meaning and scope of each representation and covenant contained in the Tax Agreement.

(d) Preliminary Cost Allocations. For new money financings, the Bond Compliance Officer, in consultation with Bond Counsel, will prepare a preliminary cost allocation plan for the Project Facility. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and, when necessary, will breakout the portions of Costs of the Financed Assets from the portions expected to be financed from other sources.

(e) Tax Review with Bond Counsel. Prior to the sale of Tax-Advantaged Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the draft Tax Agreement, or must be supplemented to account for special issues or requirements for the Tax-Advantaged Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Advantaged Bond issue.

Section 5.3. Accounting and Recordkeeping.

(a) Accounting for New Money Projects. The Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Tax-Advantaged Bonds. The Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of

the Project Facility. Where appropriate, the Bond Compliance Officer may use accounts established as part of the Board's financial records for this purpose. In recording Costs for the Project Facility, the Bond Compliance Officer will insure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) Accounting for Refunded Bonds and Related Refunded Bond Accounts. For Tax-Advantaged Bonds that refund prior issues, the Tax Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced debt.

(c) Tax-Advantaged Bond File. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Advantaged Bond File. The Annual Reports, other reports and notices of certain events filed by the Board with the MSRB will be publicly available on EMMA and need not be separately maintained in the Tax-Advantaged Bond File.

Section 5.4. Final Allocation of Bond Proceeds.

(a) Bond Compliance Officer Responsible for Preparation of Final Written Allocation: Timing. The Bond Compliance Officer is responsible for making a written allocation of proceeds to expenditures and the identification of Financed Assets. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Tax-Advantaged Bond proceeds from any segregated Tax-Advantaged Bond funded account, (2) the date the Project Facility has been substantially completed, or (3) four and one-half years following the issue date of the Tax-Advantaged Bonds. For Tax-Advantaged Bonds issued only to refund a prior issue of Tax-Advantaged Bonds, the Bond Compliance Officer will prepare and/or document the Final Written Allocation for the Project Facility financed by the refunded Tax-Advantaged Bonds in accordance with the advice of Bond Counsel and include it in the Tax Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Advantaged Bond proceeds and other money of the Board to the Costs of the Project Facility. If no special allocation is required or recommended, the Bond Compliance Officer will allocate Costs of the Project Facility to the proceeds of the Tax-Advantaged Bonds in accordance with the Board's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility, (2) the percentage of the cost of the Project Facility financed with proceeds of the Tax-Advantaged Bonds (sale proceeds plus any investment earnings on those sale proceeds), (3) the Project Facility's Placed In Service date, (4) the estimated economic useful life of the Project Facility, and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project Facility that the Final Written Allocation or the Tax Agreement treats as having been financed by Tax-Advantaged Bonds).

(c) Finalize Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the Tax Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Advantaged Bonds in the Annual Compliance Checklist.

(d) Review of Final Written Allocation and Annual Compliance Checklist. Each Final Written Allocation and Annual Compliance Checklist will be reviewed by legal counsel to the Board or

Bond Counsel for sufficiency and compliance with the Tax Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

ARTICLE VI

ONGOING MONITORING PROCEDURES

Section 6.1. Annual Compliance Checklist. An Annual Compliance Checklist will be completed by the Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Agreement or this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Project Facility) that are required to be incorporated in the Tax-Advantaged Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Agreement to legal counsel to the Board or Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 4.4** hereof to remediate the non-compliance.

Section 6.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ARTICLE VII

CONTINUING DISCLOSURE

Section 7.1. Annual Disclosure Filings. For each issuance of Tax-Advantaged Bonds, the Bond Compliance Officer will review the applicable Continuing Disclosure Undertaking to determine the financial information and operating data required to be included in the Annual Report to be filed by the Board with the MSRB on EMMA. The Bond Compliance Officer will cause the Annual Report to be filed with the MSRB on EMMA within the timeframe provided in the applicable Continuing Disclosure Undertaking for each of the Tax-Advantaged Bonds.

Section 7.2. Material Event Disclosure Filings. For each outstanding issue of Tax-Advantaged Bonds, the Bond Compliance Officer will review the Continuing Disclosure Undertaking to determine the “material events” that require prompt notice to be filed with the MSRB. Generally, the occurrence of any of the following events with respect to the Tax-Advantaged Bonds represents a “material event:”

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;

- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material.

After obtaining actual knowledge of the occurrence of any event that the Bond Compliance Officer believes may constitute an event requiring disclosure, the Bond Compliance Officer will contact Bond Counsel to determine if notice of the event is required to be given to the MSRB under the Continuing Disclosure Undertaking. If it is determined that notice should be provided to the MSRB or is required to be provided to the MSRB by the Continuing Disclosure Undertaking, the Bond Compliance Officer will cause the appropriate notice to be filed with the MSRB on EMMA within 10 business days after the occurrence of the event or as otherwise directed by Bond Counsel.

ADOPTED BY THE SPECIAL ADMINISTRATIVE BOARD OF THE TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS THIS 7th DAY OF JUNE, 2012.

EXHIBIT A

LIST OF TAX-ADVANTAGED BONDS COVERED BY THIS COMPLIANCE PROCEDURE

<u>Series of Bonds</u>	<u>Date of Bonds</u>	<u>Original Principal Amount</u>
General Obligation Bonds (Missouri Direct Deposit Program), Series 2001	April 3, 2001	\$20,130,500.00
General Obligation Bonds (Missouri Direct Deposit Program), Series 2002A	February 25, 2002	\$50,002,795.05
General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2003A	May 27, 2003	\$25,705,000.00
General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2004	November 23, 2004	\$44,115,000.00
General Obligation Bonds (Missouri Direct Deposit Program), Series 2006A	January 30, 2006	\$55,000,000.00
General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2007A	June 12, 2007	\$28,147,782.40
General Obligation Bonds (Missouri Direct Deposit Program), Series 2009	April 9, 2009	\$39,295,000.00
Taxable General Obligation Qualified School Construction Bonds (Missouri Direct Deposit Program) (Direct-Pay Bonds), Series 2010A	December 21, 2010	\$56,644,000.00
Taxable General Obligation Bonds (Missouri Direct Deposit Program) (Build America Bonds – Direct Pay), Series 2010B	December 21, 2010	\$25,000,000.00
Taxable General Obligation Qualified Zone Academy Bonds (Missouri Direct Deposit Program), Series 2011A (Direct-Pay Bonds)	October 4, 2011	\$35,000,000.00
General Obligation Bonds (Missouri Direct Deposit Program), Series 2011B	October 4, 2011	\$38,355,000.00
Taxable General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2011C ⁽¹⁾	October 4, 2011	\$6,100,000.00
General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2012	_____, 2012	\$ _____

⁽¹⁾ The Series 2011C Bonds are not Tax-Advantaged Bonds, but are subject to a Continuing Disclosure Undertaking.



BOARD RESOLUTION

Date: May 23, 2012

Agenda Item : 06-26-12-45

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Enos Moss, CFO/Treasurer

Action to be Approved: Insurance Renewal

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 06-16-11-43

Prior Year Cost \$141,067.00

SUBJECT: To approve the renewal of the School Board Management Liability insurance policy from State National Insurance (doing business as HISCOX). The policy is being purchased through Marsh USA, the District's insurance broker. The period of the policy will be July 1, 2012 through June 30, 2013 at a cost not to exceed \$152,402.00.

BACKGROUND: After negotiations, State National Insurance (HISCOX) has provided renewal terms that include a premium increase of 8% with no reductions in coverage. In the last eight months, the District has reported 21 claims to HISCOX for coverage. Thirteen of the claims have been accepted under a reservation of rights letter.

Last year, through our insurance broker, Marsh USA, quotes were requested from five insurance carriers who write School Board Management Liability coverage. Three of the insurance carriers declined to quote. The other carrier, Chartis, provided a quote with a much higher deductible (\$250,000), but could not quote the current deductible (\$75,000).

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.D.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source: 970-00-110-2514-6353	GOB	Requisition #:
Amount: \$152,402.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$152,402.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600002438

Department: Risk Management

Requestor: Kevin Coyne

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: May 31, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Enos Moss, CFO/Treasurer

Agenda Item : 06-26-12-76

Information: ☐

Action: ☒

Action to be Approved: Insurance Policy
Renewal

Previous Board Resolution # 06-30-11-31

Prior Year Cost \$ 523,000.00

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the purchase of an All-Risk Property Insurance Policy from Travelers Insurance Company and CNA Excess and Surplus Insurance Company through our insurance broker, Marsh USA. The policy term for both companies will be July 1, 2012 through June 30, 2013 at a total cost not to exceed \$628,942.00.

BACKGROUND: During the 11-12 policy year, Travelers performed a review of the reported building values for the District buildings. The review indicates that the District has been reporting values for the buildings that are far less than the actual replacement cost of the buildings. In response to this review, the District has increased the values on the buildings by approximately \$100,000,000. The increase in values coupled with a rate increase of 10% that is being driven by world events accounts for the increase in cost.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.D.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source: 970-00-110-2514-6351	GOB	Requisition #:
Amount: \$628,942.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$628,942.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600002438

Department: Risk Management

Requestor: Kevin Coyne

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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BOARD RESOLUTION

Date: May 24, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Enos Moss, CFO/Treasurer

Agenda Item : 06-26-12-11

Information: ☐

Action: ☒

Action to be Approved: Insurance Policy
Renewal

Previous Board Resolution # 06-30-11-30

Prior Year Cost \$ 40,784.00

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the purchase of a renewal Boiler & Machinery Insurance Policy with Hartford Steam Boiler Insurance Company through our insurance broker, Marsh USA. The renewal of the policy will be for the period July 1, 2012 through June 30, 2013 at a cost not to exceed \$44,933.00.

BACKGROUND: The Boiler & Machinery Insurance will provide coverage on \$972,856,014 in District real and personal property, an increase in values of approximately \$90,000,000. This represents an increase of almost 10% in the values over the 2011-12 values. The rate charged per \$100 of value has decreased but is being offset by the increase in values.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.D.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source: 970-00-110-2514-6351	GOB	Requisition #:
Amount: \$44,933.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$44,933.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600002438

Department: Risk Management

Requestor: Kevin Coyne

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

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BOARD RESOLUTION

Date: May 31, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Enos Moss, CFO/Treasurer

Agenda Item : 06-26-12-18

Information: ☐

Action: ☒

Action to be Approved: Insurance Policy
Renewal

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 02-16-12-02 (Amendment)

Prior Year Cost \$ 88,000.00

SUBJECT: To approve the purchase of a renewal Automobile Liability and Physical Damage Insurance Policy with State Farm Insurance Company. The renewal of the policy will be for the period July 1, 2012 through June 30, 2013 at a cost not to exceed \$88,000.00. Our insurance broker, Marsh USA, has confirmed that the rate is very competitive in today's marketplace.

BACKGROUND: The District is now insuring 72 vehicles. The slight increase is due to the replacement of 19 older model vehicles with 2011 and 2012 model vehicles. The rate being charged has remained constant.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.D.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source: 970-00-110-2514-6354	GOB	Requisition #:
Amount: \$88,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$88,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600009900

Department: Risk Management

Requestor: Kevin Coyne

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

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BOARD RESOLUTION

Date: May 31, 2012

Agenda Item : 06-28-12-19

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Enos Moss, CFO/Treasurer

Action to be Approved: Contract Renewal

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 06-30-11-26

Prior Year Cost \$33,375.00

SUBJECT: To approve the purchase of a US Bank Letter of Credit in the amount of \$2,225,000 which is required for the renewal of the Excess Workers' Compensation Bond with Travelers Insurance Company. The Letter of Credit will be for the period July 1, 2012 to June 30, 2013 at a cost not to exceed \$33,375.00.

BACKGROUND: Based on the District's financial condition, Travelers Insurance Company requires that the District's Excess Workers' Compensation Bond be fully collateralized by a letter of credit. The District has secured a letter of credit with US Bank with no collateral requirement at a cost of \$33,375.00.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.D.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code - 110 Fund Type - 2218 Function - 6411 Object Code)

Fund Source: 970-00-170-2514-6261	All Funds	Requisition #:
Amount: \$33,375.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$33,375.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600012051

Department: Treasurer's Office

Requestor: Donna Johnson

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: May 31, 2012

Agenda Item : 06-26-12-80

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Enos Moss, CFO/Treasurer

Action to be Approved: Insurance Renewal

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 06-16-11-53

Prior Year Cost \$182,682.00

SUBJECT: To approve the purchase of a renewal Excess Workers' Compensation Insurance Policy with Arch Insurance through our insurance broker, Marsh USA. The renewal of the policy would be for the period July 1, 2012 through June 30, 2013 at a cost not to exceed \$218,367.00.

BACKGROUND: The Excess Workers' Compensation Insurance Policy will provide coverage on all District employees. The Policy provides coverage for those claims that exceed the District's self-insurance limit of \$500,000. The increase in the premium is due to the increase in the projected payroll from \$153,000,000 for the 2011-12 year to \$171,000,000 for the 2012-13 year and a 7% increase in the rate.

Accountability Plan Goals: Goal III: Facilities, Resources Support


Objective/Strategy: III.D.

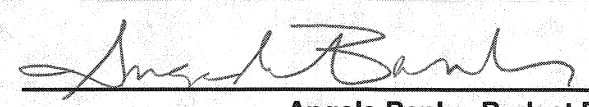
FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code - 110 Fund Type - 2218 Function - 6411 Object Code)


Fund Source: 970-00-170-2514-6261	All Funds	Requisition #:
Amount: \$218,367.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$218,367.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600002438

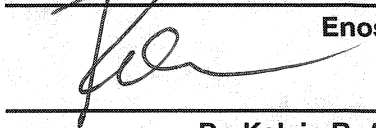
Department: Risk Management

Requestor: Kevin Coyne


Mary M. Houlihan, Dep. Supt., Operations


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: May 31, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Enos Moss, CFO/Treasurer

Agenda Item : 06-26-12-81

Action: ☒

Action to be Approved: Insurance Renewal

Previous Board Resolution # 06-16-11-44

Prior Year Cost \$11,125.00

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the purchase of a renewal Excess Workers' Compensation Bond with Travelers Insurance Company through our insurance broker, Marsh USA. The renewal period will be July 1, 2012 through June 30, 2013 at a cost not to exceed \$11,125.00.

BACKGROUND: The Excess Workers' Compensation Bond is the security required by the State of Missouri as collateral for the payment of workers' compensation claims under the District's approved workers' compensation self-insurance program.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.D.


FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)


Fund Source: 970-00-170-2514-6261	All Funds	Requisition #:
Amount: \$11,125.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$11,125.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600002438

Department: Risk Management

Requestor: Kevin Coyne


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Mary M. Houlihan, Dep. Supt., Operations


Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: May 30, 2012

Agenda Item : 06-26-12-82

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Cleopatra Figgures, Dep. Supt., Accountability

Action to be Approved: Purchase of Good (s)

Other Transaction Descriptors: Sole Source
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 06-30-11-38

Prior Year Cost \$25,000.00

SUBJECT: To approve a sole source purchase from Questar Assessment Inc., as mandated by the State of Missouri, for the Missouri Assessment Program End of Course (MAP EOC) tests as scheduled on the District's school calendar. Cost includes purchase of online tests and scoring services from Questar Assessment Inc. for the 2012-2013 school year at a cost not to exceed \$25,000.00.

BACKGROUND: The MAP EOC is the state-mandated test used as the measure for Adequate Yearly Progress (AYP) in secondary schools, as a part of No Child Left Behind (NCLB), and also for the Annual Performance Report (APR), used for District accreditation.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source: 984-00-110-2822-6412	GOB	Requisition #:
Amount: \$25,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$25,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600014534

Department: Accountability

Requestor:

Betha V. Don

Cleopatra Figgures

Dr. Cleopatra Figgures, Dep. Supt., Accountability

Angela Banks
Angela Banks, Budget Director

Enos Moss
Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams
Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: May 18, 2012
Dept / School: Accountability/Assessment		Reported By: Bertha Doar
Vendor: Questar Assessment Inc.		Vendor #: 600014534
Contract # / P.O. #: 4500157763		Contract Name: MAP EOC
Contract Amount: \$ 25,000.00		Award Date: 6/30/2011
Purpose of Contract (Brief Description): Norm Reference Assessment; results used for academic program and grant evaluation		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 X 3 2 1	
Timeliness of Delivery or Performance	5 X 3 2 1	
Business Relations	5 X 3 2 1	
Customer Satisfaction	5 X 3 2 1	
Cost Control	5 X 3 2 1	
Average Score	4.0	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Dr. Bertha Doar	Date: 5/18/12
	Phone Number: 345-2360
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
End of Course Assessments for High Schools; State Assessment required for Accreditation and NCLB compliance	
Vendor Name: Questar	Email:
Vendor Contact: Assessment Office	Phone Number: 800-571-2545
Justification Information	
1. Why the uniquely specified goods are required?	
State required for accreditation and NCLB compliance	
2. Why good or services available from other vendors /competitors are not acceptable?	
State required for accreditation and NCLB compliance	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
State required for accreditation and NCLB compliance	
4. List the Names of other Vendors contacted & Price Quotes:	
None	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
Department Head	Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

- ☐ **One-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.

Prior to checking this box you must complete each of the following tasks:

- Search the internet for companies providing similar services.
- Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
- Document search activities and findings

- ☐ **Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.

Prior to checking this box you must complete the following task:

- Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

- ☐ **Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.

Prior to checking this box you must complete the following task:

- Document a search for additional suppliers

- ☐ **Delivery Date** Only one supplier can meet necessary delivery requirements.

Prior to checking this box you must complete each of the following tasks:

- Document delivery date and quotes from at least two other vendors
- Document rationale in support of treating the delivery date as mission critical

- ☐ **Research Continuity** The commodity or service must comply with established District standards and is available from only one supplier.

Prior to checking this box you must complete the following task:

- Document district adoption of standard (i.e. Textbook adoption)

- ☐ **Unique Design** The commodity or service must meet physical design or quality requirements and is available from only one supplier.

Prior to checking this box you must complete the following task:

- Sole supplier (i.e. Regional Distributor)

- ☐ **Emergency URGENT NEED** for the item or service does not permit soliciting competitive bids, as in cases of emergencies, disasters, etc.

Prior to checking this box you must complete the following task:

- Complete Emergency Purchase Form

2. If the Sole Source Criteria is met, then complete the Sole Source Form;
3. If the Sole Source Criteria are no met, then the item must be bid.



BOARD RESOLUTION

Date: May 30, 2012

Agenda Item : 06-26-12-83

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Cleopatra Figgures, Dep. Supt., Accountability

Action to be Approved: Contract Renewal

Other Transaction Descriptors: Sole Source
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 06-30-11-37

Prior Year Cost \$25,000.00

SUBJECT: To approve a sole source purchase from CTB/McGraw-Hill, as mandated by the State of Missouri, for the Grade Level Assessment (MAP GLA) tests as scheduled on the district's school calendar. Cost includes purchase of test booklets/scoring/reporting services from CTB/McGraw-Hill ifor the 2012-2013 school year, at a cost not to exceed \$35,000.00.

BACKGROUND: The MAP Grade Level assessment is the state-mandated test used as the measurement for Adequate Yearly Progress (AYP) in elementary and middle schools, as a part of No Child Left Behind (NCLB), and also required for the Annual Performance Report (APR), used for District accreditation.

Accountability Plan Goals: Goal I: Student Performance


Objective/Strategy: I.A.


FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

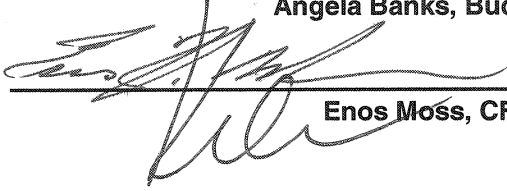
Fund Source: 984-00-110-2822-6319	GOB	Requisition #:
Amount: \$35,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$35,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600000498


Department: Accountability

Requestor:


Dr. Cleopatra Figgures, Dep. Supt., Accountability


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final x Quarterly <input type="checkbox"/>		Report Date: 5/25/10
Dept / School: Accountability/Assessment		Reported By: Bertha Doar
Vendor: CTB McGraw/Hill		Vendor #: 600000498
Contract # / P.O. #: 4500157730		Contract Name: MAP GLA
Contract Amount: \$ 35,000.00		Award Date: 6/30/11
Purpose of Contract (Brief Description):		
Norm Reference Assessment; results sued for academic program and grant evaluation		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 X 3 2 1	
Timeliness of Delivery or Performance	5 X 3 2 1	
Business Relations	X 4 3 2 1	
Customer Satisfaction	X 4 3 2 1	Company is very responsive to concerns
Cost Control	X 4 3 2 1	Delivery of state elementary test materials is timely and efficient.
Average Score	4.6	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes X No		



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Dr. Bertha Doar	Date: 5/18/12
	Phone Number: 345-2360
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
MAP Grade Level Assessments for Elementary and Middle Schools; State Assessment required for Accreditation and NCLB compliance	
Vendor Name: CTB McGraw/Hill	Email:
Vendor Contact: Assessment Office	Phone Number: 800-544-9868
Justification Information	
1. Why the uniquely specified goods are required?	
State required for accreditation and NCLB compliance	
2. Why good or services available from other vendors /competitors are not acceptable?	
State required for accreditation and NCLB compliance	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
State required for accreditation and NCLB compliance	
4. List the Names of other Vendors contacted & Price Quotes:	
None	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
Department Head	Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

- ☐ **One-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.

Prior to checking this box you must complete each of the following tasks:

- Search the internet for companies providing similar services.
- Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
- Document search activities and findings

- ☐ **Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.

Prior to checking this box you must complete the following task:

- Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

- ☐ **Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.

Prior to checking this box you must complete the following task:

- Document a search for additional suppliers

- ☐ **Delivery Date** Only one supplier can meet necessary delivery requirements.

Prior to checking this box you must complete each of the following tasks:

- Document delivery date and quotes from at least two other vendors
- Document rationale in support of treating the delivery date as mission critical

- ☐ **Research Continuity** The commodity or service must comply with established District standards and is available from only one supplier.

Prior to checking this box you must complete the following task:

- Document district adoption of standard (i.e. Textbook adoption)

- ☐ **Unique Design** The commodity or service must meet physical design or quality requirements and is available from only one supplier.

Prior to checking this box you must complete the following task:

- Sole supplier (i.e. Regional Distributor)

- ☐ **Emergency URGENT NEED** for the item or service does not permit soliciting competitive bids, as in cases of emergencies, disasters, etc.

Prior to checking this box you must complete the following task:

- Complete Emergency Purchase Form

2. If the Sole Source Criteria is met, then complete the Sole Source Form;
3. If the Sole Source Criteria are no met, then the item must be bid.



BOARD RESOLUTION

Date: May 30, 2012

Agenda Item : 06-26-12-81

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Cleopatra Figgures, Dep. Supt., Accountability

Action to be Approved: Purchase of Good (s)

Other Transaction Descriptors: Sole Source
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 06-30-11-35

Prior Year Cost \$50,000.00

SUBJECT: To approve a sole source purchase from American College Testing (ACT) for the EXPLORE and PLAN tests to include test booklets and score reports for the 2012 - 2013 school year in amount not to exceed \$60,000.00.

BACKGROUND: Administered at grades 9 and 10 respectively, the EXPLORE and PLAN assessments address the MSIP Standard 9.6 (ACT calculation). The results of the tests are: 1) used to inform programs and services aligned to the Career Education and Advanced Courses Standards (9.4); 2) essential elements for high school career planning; and 3) prediction for future student performance on the ACT.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source: 984-00-110-2822-6412	GOB	Requisition #:
Amount: \$60,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$60,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600002303

Department: Accountability

Requestor:

Bernita D. Don

Cleopatra Figgures

Dr. Cleopatra Figgures, Dep. Supt., Accountability

Angela Banks

Angela Banks, Budget Director

Enos Moss

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Bertha Doar	Date 05/18/2012
Department / School: Accountability/Assessment	Phone Number: 345-2360
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
ACT EXPLORE and PLAN testing at grades 9 and 10 respectively and ACT DCST and Online instruction at Grade 11 and as scheduled on the District's school and test calendards, including the purchase of test booklets and score reports from ACT, Inc.	
Vendor Name: ACT, INC	Email: Phillip.Daniel@act.org
Vendor Contact: Assessment Office	Phone Number: General 800-553-6244 x1892 or Mr. Daniel 847-634-2560
Justification Information	
1. Why the uniquely specified goods are required?	
Address the MSIP Standard 9.6 (ACT calculations). The results of the tests are used to inform programs and services aligned to the Career Education Standard 9.4 and are essential elements for high school career planning, and prediction of future student performance on the ACT.	
2. Why good or services available from other vendors /competitors are not acceptable?	
State required for accreditation and MSIP calculations	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
State required for accreditation and MSIP calculations	
4. List the Names of other Vendors contacted & Price Quotes:	
None	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
Department Head	Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

- ☐ **One-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.

Prior to checking this box you must complete each of the following tasks:

- Search the internet for companies providing similar services.
- Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
- Document search activities and findings

- ☐ **Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.

Prior to checking this box you must complete the following task:

- Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

- ☐ **Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.

Prior to checking this box you must complete the following task:

- Document a search for additional suppliers

- ☐ **Delivery Date** Only one supplier can meet necessary delivery requirements.

Prior to checking this box you must complete each of the following tasks:

- Document delivery date and quotes from at least two other vendors
- Document rationale in support of treating the delivery date as mission critical

- ☐ **Research Continuity** The commodity or service must comply with established District standards and is available from only one supplier.

Prior to checking this box you must complete the following task:

- Document district adoption of standard (i.e. Textbook adoption)

- ☐ **Unique Design** The commodity or service must meet physical design or quality requirements and is available from only one supplier.

Prior to checking this box you must complete the following task:

- Sole supplier (i.e. Regional Distributor)

- ☐ **Emergency** URGENT NEED for the item or service does not permit soliciting competitive bids, as in cases of emergencies, disasters, etc.

Prior to checking this box you must complete the following task:

- Complete Emergency Purchase Form

2. If the Sole Source Criteria is met, then complete the Sole Source Form;

3. If the Sole Source Criteria are not met, then the item must be bid.



BOARD RESOLUTION

Date: May 29, 2012

Agenda Item : 06-26-12-85

To: Dr. Kelvin R. Adams, Superintendent

Action: ☒

From: Dr. Dan Edwards, Assoc. Supt., Secondary Schools

Action to be Approved: Contract Renewal

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

RFP/Bid # 028-1112

SUBJECT: To approve the purchase of athletic equipment (including 72 football helmets) and uniforms for the high school sports programs for the 2012-2013 school year from the selected vendors as determined by the responses to the Referenced RFP. The cost of the combined purchase will not exceed \$110,000.00.

BACKGROUND: The equipment and uniforms included in the RFP are for all the boys and girls sports for the 2012-13 sports seasons. The selected vendors are: Johnny Mac Sporting Goods, Curt Smith Sporting Goods, Riddell/All American, and BSN Sports.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.


FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source: 833-00-110-1422-6411	GOB	Requisition #:
Amount: \$110,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$110,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: Various

Department: Public High League

Requestor: Martin Jenkins

Dr. Dan Edwards, Assoc. Supt., Secondary Schools

 5/31/2012
Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent



Board Resolution

Date: May 29, 2012

Agenda Item: 06-26-12-86

To: Dr. Kelvin R. Adams, Superintendent

From: Cheryl VanNoy, Exec. Dir., Technology Services

Action: X

Action to be Approved:

X Purchase a Good/Service

Other Transaction Descriptors: Bid

SUBJECT:

To approve a purchase from Universal Business Supply to purchase the Speck Brand iPad covers for District use. The purchase will be made during the period July 1, 2012 to June 30, 2012 at a cost not to exceed \$80,000.00.

BACKGROUND:

Universal Business Supply is an SLPS vendor that is used for purchasing business supplies and other products. This resolution is to be used to purchase Speck iPad covers for the 2012-13 school year. This product was bid in support of Board Resolution 03-13-12-22 and Universal Business Supply was the low bidder for this product.

The cover available from Apple, Inc. is more expensive and does not provide the necessary protection for student use of the iPads.

A TOTAL OF 3,250 IPAD COVERS WILL BE PURCHASED

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy:

III.B.

FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)

Fund Source:	Various	Non GOB	Requisition #:
Amount:	\$ 80,000.00		
Fund Source:	- - - -		Requisition #:
Amount:			
Fund Source:	- - - -		Requisition #:
Amount:			
Cost not to Exceed:	\$ 80,000.00	<input checked="" type="checkbox"/>	Pending Funding Availability Vendor #: 600007542

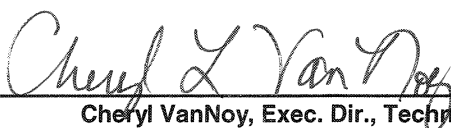
Department: Information Technology Services



Angela Banks, Budget Director



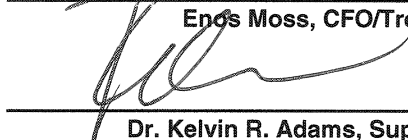
Eric Moss, CFO/Treasurer



Cheryl VanNoy, Exec. Dir., Technology Services



Mary M. Houlihan, Dep. Supt., Operations



Dr. Kelvin R. Adams, Superintendent