

BOARD MEETING

TUESDAY, AUGUST 16, 2011

A G E N D A

SPECIAL ADMINISTRATIVE BOARD

MR. RICK SULLIVAN

MS. MELANIE ADAMS

MR. RICHARD GAINES

SUPERINTENDENT OF SCHOOLS

DR. KELVIN R. ADAMS

Meeting Agenda

Consent Agenda

ST. LOUIS PUBLIC SCHOOLS
SPECIAL ADMINISTRATIVE BOARD MEETING
AUGUST 16, 2011 –6:00PM
ADMINISTRATIVE BUILDING- 801 N. 11TH STREET

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Student/Staff Recognition(s)
5. Public Comments
6. Superintendent's Report
 - a) Informational Items
 - Back to School Update
 - Facility Update
 - Air Condition Status
 - Prop S Status
 - Building Readiness
 - Technology Update
 - District Scorecards (Accountability)
 - Preliminary AYP/APR (Accountability)
 - b) Business Items
 - Consent Agenda
7. Board Member Updates
8. Adjournment

NOTES:

ST. LOUIS PUBLIC SCHOOLS
SUPERINTENDENT'S REPORT
August 16, 2011

1.0 Preliminary

1.1 CONSENT AGENDA

a) Information Items

- Back to School Update
- Facility Update
 - Air Condition Status
 - Prop S Status
 - Building Readiness
- Technology Update
- District Scorecards (Accountability)
- Preliminary AYP/APR (Accountability)

1.2 b) Business Items – Action Required
○ Consent Agenda

08-16-11-01 To approve the June 2011 Monthly Board Transaction Report.

08-16-11-02 To approve a Memorandum of Understanding with MERS Goodwill to provide school-to-work transition training for special education high school students for the period August 3, 2011 through June 30, 2012.
FUNDING SOURCE: N/A

08-16-11-03 To approve a contract renewal with Chartwells Food Service to provide food services to the St. Louis Public Schools' students for the 2011-2012 school year at a cost not to exceed \$13,240,148.
FUNDING SOURCE: Non-GOB

08-16-11-04 To approve a contract renewal with Preferred Meal Systems, Inc. to lease the District's warehouse located at 5020 Lexington Avenue. Preferred Meal will pay the District a monthly lease rate of \$6,991.67. The total lease payment is \$83,900.00.

08-16-11-05 To adopt and approve a Policy Statement of the Special Administrative Board of the Transitional School District of the City of St. Louis in Relation to Working Conditions for Stationary Engineers for the period July 1, 2011 through June 30, 2014.

08-16-11-06 To approve contracting for services with any identified pre-approved provider by the Department of Elementary and Secondary Education (DESE) for Supplemental Educational Services in an amount not to exceed the per student allocation as designated by DESE for after school tutorial programs for the period August 3, 2011 through June 30, 2012 at a total combined cost not to exceed \$4,035,238.00.
FUNDING SOURCE: Non-GOB

08-16-11-07 To approve a sole source contract with CTB McGraw-Hill to purchase and administer the Acuity formative assessment program for grades 3-8 that includes tests, scoring, reporting and professional development at a total combined cost not to exceed \$395,000.00.
FUNDING SOURCE: Non-GOB

08-16-11-08

To approve the purchase of Reading Street pre-school instructional and training materials from Pearson at a total combined cost not to exceed \$44,002.46.

FUNDING SOURCE: GOB

08-16-11-09

To approve the purchase of up to 150 uniforms for Safety and Security Officers from Leon Uniform Company for the 2011-2012 school year at a total cost not to exceed \$16,145.00.

FUNDING SOURCE: GOB

SEPTEMBER 20, 2011 ITEM(S) FOR CONSIDERATION

09-20-11-01

To approve a contract with Advance Security & Technology, LLC to install metal detectors at ten District locations. The work shall begin August 17, 2011 and completed by September 16, 2011 at a total cost not to exceed \$50,600 that includes a 10% contingency of \$4,600.

FUNDING SOURCE: Proposition S

09-20-11-02

To approve a contract with Midwestern Design & Construction/Blanton, a joint venture to provide stair tread replacement at Sumner High School. The work shall begin August 17, 2011 and completed by September 16, 2011 at a total cost not to exceed \$125,167 that includes a 10% contingency of \$11,379.

FUNDING SOURCE: Proposition S

09-20-11-03

To approve a contract with Dynamic Vending to provide beverage and snack machine services to District buildings and schools. The District estimates the commissions under the new program will be in the range of \$100,000 to \$125,000. The contract period is for 5 years and is to be renewed annually. The first period will start September 21, 2011-June 30, 2012.

09-20-11-04

To approve a sole source contract renewal with the SEK Group to provide professional development and training relative to the Smaller Learning Communities Grant at Roosevelt and Gateway High Schools for the period September 21, 2011 through June 30, 2012 at a cost not to exceed \$7,000.

FUNDING SOURCE: Non-GOB

09-20-11-05

To approve a Memorandum of Understanding with the Human Development Corporation to provide support services directly to students at Yeatman Liddell Preparatory Academy and the surrounding community through the school's Community Education Full Service School function for the period September 21, 2011 through June 30, 2012.

FUNDING SOURCE: N/A



BOARD RESOLUTION

Date: July 20, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Enos Moss, CFO/Treasurer

Agenda Item : 68-16-11-01
Information: ☐
Action: ☒

Action to be Approved: **Financial Report Approval** **Other Transaction Descriptors:**
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the Monthly Board Transaction Report for the month of June 2011.

BACKGROUND:

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 #:



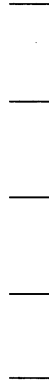
Angela Banks, Budget Director



Enos Moss, CFO/Treasurer



Dr. Kelvin R. Adams, Superintendent



Monthly Budget Report
 Dates: 06-01-2011 - 06-30-2011
 Fiscal Year: 2010 - 2010

110-INCIDENTAL

1 SAP Hierarchy Doc #: 0501807588
 SAP Entry Doc #: 0501807550

From:	110-1189	-	820-PC-110	-	6183	152,000.00-
To:	110-1189	-	802-PC-110	-	6319	152,000.00
Control No:	B1011-2451					
From Amount:	152,000.00-					
To Amount:	152,000.00					

Text: Transfer to accommodate the ACE contract for Summer School 2011.

2 SAP Hierarchy Doc #: 0501790100
 SAP Entry Doc #: 0501790062

From:	120-2522	-	820-00-120	-	6143	878.51-
To:	110-2122	-	144-55-110	-	6231	29.28
	110-2122	-	125-55-110	-	6231	29.28
	110-2122	-	194-55-110	-	6231	29.28
	110-2122	-	313-55-110	-	6231	29.28
	110-2122	-	698-55-110	-	6231	29.28
	110-2122	-	694-55-110	-	6231	29.28
	110-2122	-	183-55-110	-	6231	58.57
	110-2122	-	180-55-110	-	6231	58.57
	110-2122	-	156-55-110	-	6231	58.57
	110-2122	-	193-55-110	-	6231	58.57
	110-2122	-	186-55-110	-	6231	58.57
	110-2122	-	173-55-110	-	6231	87.85
	110-2122	-	117-55-110	-	6231	87.85
	110-2122	-	168-55-110	-	6231	117.14
	110-2122	-	111-55-110	-	6231	117.14
Control No:	B1011-2389					
From Amount:	878.51-					
To Amount:	878.51					

Text: To cover approved high school counselor extra service at 15 hours per counselor.

Monthly Budget Report
 Dates: 06-01-2011 - 06-30-2011
 Fiscal Year: 2010 - 2010

3 SAP Hierarchy Doc #: 0501790101
 SAP Entry Doc #: 0501790063

From:	120-2522	-	820-00-120	-	6143	-	321.58-
To:	110-2122	-	144-55-110	-	6261	-	10.72
	110-2122	-	698-55-110	-	6261	-	10.72
	110-2122	-	125-55-110	-	6261	-	10.72
	110-2122	-	194-55-110	-	6261	-	10.72
	110-2122	-	313-55-110	-	6261	-	10.72
	110-2122	-	694-55-110	-	6261	-	10.72
	110-2122	-	186-55-110	-	6261	-	21.44
	110-2122	-	183-55-110	-	6261	-	21.44
	110-2122	-	193-55-110	-	6261	-	21.44
	110-2122	-	180-55-110	-	6261	-	21.44
	110-2122	-	156-55-110	-	6261	-	21.44
	110-2122	-	173-55-110	-	6261	-	32.16
	110-2122	-	117-55-110	-	6261	-	32.16
	110-2122	-	168-55-110	-	6261	-	42.87
	110-2122	-	111-55-110	-	6261	-	42.87
Control No:	B1011-2390						
From Amount:	321.58-						
To Amount:	321.58						

Text: To cover approved high school counselor extra service at 15 hours per counselor.

4 SAP Hierarchy Doc #: 0501820208
 SAP Entry Doc #: 0501820170

From:	120-2522	-	820-00-120	-	6114	-	167,470.41-
To:	110-2336	-	822-RM-110	-	6341	-	167,470.41
Control No:	B1011-2522						
From Amount:	167,470.41-						
To Amount:	167,470.41						

Text: Transfer to accommodate budget overage in homeless transportation for vouchers.

Monthly Budget Report
 Dates: 06-01-2011 - 06-30-2011
 Fiscal Year: 2010 - 2010

5 SAP Hierarchy Doc #: 0501820225
 SAP Entry Doc #: 0501820187

From:	120-2522	-	820-00-120	-	6114	-	1,541.40-
To:	110-2336	-	822-RM-110	-	6341	-	1,541.40
Control No:	B1011-2497						
From Amount:	1,541.40-						
To Amount:	1,541.40						

Text: Transfers to accommodate transportation year end payments.

6 SAP Hierarchy Doc #: 0501790107
 SAP Entry Doc #: 0501790069

From:	110-2411	-	550-00-110	-	6312	-	800.00-
To:	110-2411	-	550-00-110	-	6383	-	800.00
Control No:	B1011-2396						
From Amount:	800.00-						
To Amount:	800.00						

Text: Educational Office Professionals Conference at the Lake of the Ozarks
 - July 24-25, 2011.

7 SAP Hierarchy Doc #: 0501790121
 SAP Entry Doc #: 0501790083

From:	110-2411	-	820-00-110	-	6371	-	540.24-
To:	110-2411	-	820-00-110	-	6383	-	540.24
Control No:	B1011-2411						
From Amount:	540.24-						
To Amount:	540.24						

Text: Additional appropriations are needed to cover travel expenses for Pilot Schools.

Monthly Budget Report
 Dates: 06-01-2011 - 06-30-2011
 Fiscal Year: 2010 - 2010

8 SAP Hierarchy Doc #: 0501820207
 SAP Entry Doc #: 0501820169

From:	120-2522	-	820-00-120	-	6114	-	1,756.38-
To:	110-2411	-	820-00-110	-	6383	-	1,756.38
Control No:	B1011-2483						
From Amount:	1,756.38-						
To Amount:	1,756.38						

Text: Transfer to accommodate P-card reimbursement for travel January 2011 for 3 pilot schools.

9 SAP Hierarchy Doc #: 0501820226
 SAP Entry Doc #: 0501820188

From:	110-2553	-	918-00-110	-	6341	-	108,454.59-
To:	110-2551	-	918-00-110	-	6341	-	108,454.59
Control No:	B1011-2497						
From Amount:	108,454.59-						
To Amount:	108,454.59						

Text: Transfers to accommodate transportation year end payments.

10 SAP Hierarchy Doc #: 0501820227
 SAP Entry Doc #: 0501820189

From:	110-2558	-	918-00-110	-	6344	-	198,444.62-
To:	110-2558	-	918-00-110	-	6342	-	85,218.68-
Control No:	B1011-2497						
From Amount:	283,663.30-						
To Amount:	283,663.30						

Text: Transfers to accommodate transportation year end payments.

Monthly Budget Report
 Dates: 06-01-2011 - 06-30-2011
 Fiscal Year: 2010 - 2010

11 SAP Hierarchy Doc #: 0501820228
 SAP Entry Doc #: 0501820190

From:	120-2522	-	820-00-120	-	6114	
To:	110-2551	-	918-00-110	-	6341	
Control No:	B1011-2497					
From Amount:	8,643.51-					
To Amount:	8,643.51					
Text: Transfers to accommodate transportation year end payments.						

12 SAP Hierarchy Doc #: 0501790075
 SAP Entry Doc #: 0501790037

From:	110-2625	-	905-00-110	-	6483	
To:	110-2625	-	905-00-110	-	6484	
Control No:	B1011-2338					
From Amount:	101,593.00-					
To Amount:	101,593.00					
Text: add'l transfer needed to support current electric bill. 6.3.11						

13 SAP Hierarchy Doc #: 0501790147
 SAP Entry Doc #: 0501790109

From:	110-2223	-	981-L3-110	-	6441	
To:	110-2625	-	981-8L-110	-	6361	
Control No:	B1011-2437					
From Amount:	100,000.00-					
To Amount:	100,000.00					
Text: Reallocating Budget to Cover Upcoming Local Line, OptiMan and Mobility Charges for May/June 2011.						

Monthly Budget Report
 Dates: 06-01-2011 - 06-30-2011
 Fiscal Year: 2010 - 2010

14 SAP Hierarchy Doc #: 0501790148
 SAP Entry Doc #: 0501790110

From:	120-2522	-	820-00-120	-	6144	620,000.00-
To:	110-2625	-	905-00-110	-	6484	620,000.00
Control No:	B1011-2438					
From Amount:	620,000.00-					
To Amount:	620,000.00					

Text: Transfer to accommodate electric expenses for the month of May-2011.
 Line item is short, year end financial projections indicate a total
 spend of 6,394,405 however current budget is 5,124,481. This
 transfer moves dollars from 829 to cover through May. 6.21.11

15 SAP Hierarchy Doc #: 0501820205
 SAP Entry Doc #: 0501820167

From:	110-2625	-	905-00-110	-	6483	274,695.21-
To:	110-2625	-	905-00-110	-	6325	244,812.07-
	110-2625	-	905-00-110	-	6325	54,682.85-
	110-2625	-	905-00-110	-	6324	54,682.85
	110-2625	-	905-00-110	-	6484	244,812.07
	110-2625	-	905-00-110	-	6484	274,695.21
Control No:	B1011-2482					
From Amount:	574,190.13-					
To Amount:	574,190.13					

Text: Transfer to accommodate year end utility accruals.

16 SAP Hierarchy Doc #: 0501820206
 SAP Entry Doc #: 0501820168

From:	120-2522	-	820-00-120	-	6114	278,282.44-
To:	110-2625	-	905-00-110	-	6484	278,282.44
Control No:	B1011-2482					
From Amount:	278,282.44-					
To Amount:	278,282.44					

Text: Transfer to accommodate year end utility accruals.

Monthly Budget Report
Dates: 06-01-2011 - 06-30-2011
Fiscal Year: 2010 - 2010

120-INCIDENTAL

1 SAP Hierarchy Doc #: 0501790115
SAP Entry Doc #: 0501790077

From:	To:	Control No:	From Amount:	To Amount:	Text:
110-2218	120-2218	B1011-2405	68,904.00-	68,904.00	Reallocating Budget to Fund Extra Service in Guided Reading Program.
- 847-00-110	- 847-00-120		- 6143		
- 6411					
			68,904.00-	68,904.00	

Monthly Budget Report
 Dates: 06-01-2011 - 06-30-2011
 Fiscal Year: 2010 - 2010

251-ADULT BASIC ED 10-11

1 SAP Hierarchy Doc #: 0501790137
 SAP Entry Doc #: 0501790099

From:	251-1393	-	835-KZ-251	-	6386
To:	251-1393	-	835-KZ-251	-	6383
Control No:	B1011-2427				
From Amount:	1,000.00-				
To Amount:	1,000.00				

Text: Reallocating Funds to Reimburse Travel Costs.

2 SAP Hierarchy Doc #: 0501790140
 SAP Entry Doc #: 0501790102

From:	251-1361	-	826-KZ-251	-	6443
To:	251-1361	-	826-KZ-251	-	6386
Control No:	251-1393	-	835-KZ-251	-	6383
From Amount:	837.96-				
To Amount:	837.96				

Text: Reallocating Funds to Cover Travel Costs.

3 SAP Hierarchy Doc #: 0501790143
 SAP Entry Doc #: 0501790105

From:	251-1382	-	826-KZ-251	-	6386
To:	251-1393	-	835-KZ-251	-	6383
Control No:	B1011-2433				
From Amount:	893.50-				
To Amount:	893.50				

Text: Reallocating Budget to Cover Potential Travel Costs.

ST. LOUIS BOARD OF EDUCATION
Monthly Budget Report
Dates: 06-01-2011 - 06-30-2011
Fiscal Year: 2010 - 2010

4 SAP Hierarchy Doc #: 0501790144
SAP Entry Doc #: 0501790106

From: 251-1381 - 826-KZ-251 - 6411
To: 251-1393 - 835-KZ-251 - 6383
Control No: B1011-2434
From Amount: 1,605.74-
To Amount: 1,605.74
Text: Reallocating Budget to Cover Potential Travel Costs.

5 SAP Hierarchy Doc #: 0501790145
SAP Entry Doc #: 0501790107

From: 251-1394 - 826-KZ-251 - 6112
To: 251-1393 - 835-KZ-251 - 6383
Control No: B1011-2435
From Amount: 685.00-
To Amount: 685.00
Text: Reallocating Budget to Fund Potential Travel Costs.

291-MINI FEDERAL 98-99

1 SAP Hierarchy Doc #: 0501790133
 SAP Entry Doc #: 0501790095

From:	291-1127	-	328-UG-291	-	6411	-	365.00-
To:	291-2214	-	819-UG-291	-	6383	-	365.00
Control No:	B1011-2421						
From Amount:	365.00-						
To Amount:	365.00						
Text: MOSIG Forum in Jefferson City, Missouri from June 22, 2011 - June 23, 2011.							

2 SAP Hierarchy Doc #: 0501820222
 SAP Entry Doc #: 0501820184

From:	291-1127	-	406-UG-291	-	6411	-	315.17-
To:	291-2214	-	819-UG-291	-	6383	-	1,610.00
Control No:	B1011-2495						
From Amount:	1,610.00-						
To Amount:	1,610.00						
Text: Reallocating Budget to Pay Travel Expenses to AFT Conference from July 10-14, 2011 in Washington, DC.							

ST. LOUIS BOARD OF EDUCATION
 Monthly Budget Report
 Dates: 06-01-2011 - 06-30-2011
 Fiscal Year: 2010 - 2010

3 SAP Hierarchy Doc #: 0501820223
 SAP Entry Doc #: 0501820185

From: 291-1127 - 314-UG-291 - 6411
 291-1127 - 324-UG-291 - 6411
 291-1127 - 328-UG-291 - 6411
 291-2214 - 819-UG-291 - 6383
 Control No: B1011-2494
 From Amount: 690.00-
 To Amount: 690.00
 Text: Reallocating Budget to Pay Travel Expenses to AFT Conference from
 July 10-14, 2011 in Washington, DC.

4 SAP Hierarchy Doc #: 0501820224
 SAP Entry Doc #: 0501820186

From: 291-1177 - 183-UG-291 - 6411
 291-2214 - 819-UG-291 - 6383
 Control No: B1011-2496
 From Amount: 230.00-
 To Amount: 230.00
 Text: Reallocating Budget to Pay Travel Expenses to AFT Conference from
 July 10-14, 2011 in Washington, DC.

5 SAP Hierarchy Doc #: 0501807600
 SAP Entry Doc #: 0501807562

From: 291-3338 - 840-MP-291 - 6411
 291-3338 - 840-MP-291 - 6383
 Control No: B1011-2463
 From Amount: 1,000.00-
 To Amount: 1,000.00
 Text: Transferring Funds to Reimburse Program Manager for Travel Expenses
 Incurred.

360-BUILDING CAPITAL PRO

1 SAP Hierarchy Doc #: 0501795035
SAP Entry Doc #: 0501794997

From:	360-2661	-	829-00-360	-	6546
To:	360-5115	-	918-00-360	-	6546
Control No:	B1011-2448				
From Amount:	6,001.35-				
To Amount:	6,001.35				
Text:	Transfer of remaining Enterprise Lease dollars from Security budget to Transportation from where the lease should be paid.				

731-FOUND CONTRI INCID 9

1 SAP Hierarchy Doc #: 0501790062
SAP Entry Doc #: 0501790024

From:			
731-1663	-	827-VC-731	- 6342
731-1663	-	827-VC-731	- 6395
731-1663	-	827-VC-731	- 6383
To:			
Control No:			
B1011-2348			
From Amount:		To Amount:	
1,565.80-		1,565.80	
Text: Reallocating Budget for Student Ambassadors to Visit State Capital in Jefferson City, Missouri on May 11, 2011.			

1,100.00-
465.80-
1,565.80

From:	To:	Control No:	From Amount:	To Amount:	Text: Budget in wrong line item.
910-2629	910-2629	B1011-2450	223,743.80-	223,743.80	
- 905-00-910	- 905-00-910				
- 6631	- 6611				
223,743.80-	223,743.80				

912-2010 BABS Prop S Bon

1 SAP Hierarchy Doc #: 0501799463
SAP Entry Doc #: 0501799425

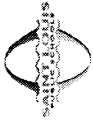
From:	912-2629	-	905-00-912	-	6371
To:	912-2629	-	905-00-912	-	6632
Control No:	B1011-2450				
From Amount:	12,349.89-				
To Amount:	12,349.89				
Text: Transfer to cover issuance costs.					

2 SAP Hierarchy Doc #: 0501799465
SAP Entry Doc #: 0501799427

From:	912-2629	-	905-00-912	-	6631
To:	912-2629	-	905-00-912	-	6611
Control No:	B1011-2450				
From Amount:	98,750.00-				
To Amount:	98,750.00				
Text: Budget in wrong line item to cover issuance costs for bond.					

Monthly Budget Report
Dates: 06-01-2011 - 06-30-2011
Fiscal Year: 2010 - 2010
Fund Summary - Transfers Only

Fund Total From 110-INCIDENTAL	To	110-INCIDENTAL	:	1,390,145.26-	:	1,078,894.23-
Fund Total From 120-TEACHERS FUND	To	120-TEACHERS FUND	:	1,078,894.23-	:	68,904.00
Fund Total From 251-ADULT BASIC ED 10-11	To	251-ADULT BASIC ED 10-11	:	5,022.20-	:	5,022.20-
Fund Total From 291-MINI-FEDERAL 10-11	To	291-MINI-FEDERAL 10-11	:	3,895.00-	:	3,895.00
Fund Total From 360-BUILDING CAPITAL PRO	To	360-BUILDING CAPITAL PRO	:	6,001.35-	:	6,001.35
Fund Total From 731-FOUND CONTRI INCID 9	To	731-FOUND CONTRI INCID 9	:	1,565.80-	:	1,565.80
Fund Total From 910-Capital Proj-Bond	To	910-Capital Proj-Bond	:	223,743.80-	:	223,743.80
Fund Total From 912-2010 BABS Prop S Bon	To	912-2010 BABS Prop S Bon	:	111,099.89-	:	111,099.89
District Total From	To		:	2,820,367.53-	:	2,820,367.53



Board Resolution

Date: July 20, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Chip Jones, Assoc. Supt., Student Support Services

Agenda Item: 08-16-11-02
Information: _____
Action: X

Action to be Approved:

X Memorandum of Understanding

Other Transaction Descriptors: _____

SUBJECT:

To approve the Memorandum of Understanding (MOU) with MERS Goodwill to provide school to work transition training for special education students. This opportunity will be available to all high school special education students in the District who are recommended by their teaching staff. The MOU will be for the period August 3, 2011 to June 30, 2012.

BACKGROUND:

The program provides job related skills necessary to obtain employment in the food services industry after graduation. 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 employment.

Accountability Plan Goal:	Goal IV: Parent, Community Involvement	Objective/Strategy:	IV.A.
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FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)			
---------------------------------------------------------------------------------------------	--	--	--

Fund Source:	-	-	-	-	Requisition #:	
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Amount:	No Cost					
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Fund Source:	-	-	-	-	Requisition #:	
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Amount:						
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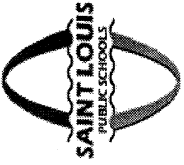
Fund Source:	-	-	-	-	Requisition #:	
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Amount:						
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Cost not to Exceed:	No Cost	<input type="checkbox"/>	Pending Funding Availability	Vendor #:		
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Dr. Chip Jones, Assoc. Supt., Student Support Services
Blake Youde, Dep. Supt. - Institutional Advancement

Angela Banks, Budget Director
Enos Moss, CFO/Treasurer
Dr. Kelvin R. Adams, Superintendent



Kelvin R. Adams, Ph.D.
Superintendent of Schools
Joseph L. Jones, "Chip" Ph.D.
Associate Superintendent of Student Support Services

July 25, 2011

MEMORANDUM

TO: Dr. Kelvin Adams

RE: The Attached

This is a community-based classroom program similar to the Nottingham program for students with cognitive impairments that are in their senior year at any one of our high schools. The student's individual education plan (IEP) will be assigned to this community-base program. Students will work with both functional academics and career/life paths at this site.

Joseph L. Jones (Chip)
Associate Superintendent
Student Support Services

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, 2011.

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 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) SLPS shall have total responsibility for planning and determining the adequacy of the educational experience of the students in basic skills, attitude and behavior and will assign to each MERS/Goodwill site only those students whom it deems satisfactory in the areas. Students assigned to MERS/Goodwill worksite will have a work related goal in their IEP.
- (b) SLPS shall inform its students and faculty that they must abide by the rules and regulation 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) SLPS will ensure all students participation on work site will be limited to 90 hours for assessment, with addition of up to 120 hours for training if that is added to the IEP. SLPS faculty will be responsible to keep track of the student hours to stay within 90 hour + 120 hour total.
- (d) SLPS 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 continuing exchange of information on the progress of the programs.
- (e) SLPS shall have the right to withdraw a student from assignment with MERS/Goodwill.
- (f) SLPS "teacher-in-charge" and support staff will provide constant direct supervision for all students performing work with MERS/Goodwill staff. This assignment shall include on-site visits when practical and continuing exchange of information on the progress of the program.
- (g) SLPS 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 representative.
- (h) SLPS staff assigned to MERS/Goodwill must have participated in a background check provided by SLPS.

- (1) The terms of the document titled **MOU with MERS/Goodwill** The terms of the document titled and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

6. Obligations of Agency:

- (a) MERS/Goodwill shall designate a member of its staff from each site where students are located to be coordinated of the program and function as a supervisor with whom the SLPS program coordinate is to communicate for the conduct of the program, which may include the development of objective, methods of instruction and other details of the experience.
- (b) MERS/Goodwill shall make available to assigned SLPS students and staff appropriate facilities, equipment, 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 SLPS program coordinator, place the student in a volunteer/paying position with MERS/Goodwill or other appropriate placement upon the student's graduation from SLPS.
- (c) MERS/Goodwill shall have the right to remove a student from assignment to MERS/Goodwill and will notify SLPS' representative of the basis of that decision.
- (d) The terms of the document titled **MOU with MER/Goodwill** 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:

- Ten (10) or more students will complete the program with favorable performance evaluation.
- The agency will provide a list of services to the students and family upon completion to the transition work program.

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

(Agency)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



Board Resolution

Date: July 25, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Althea Albert-Santiago, Director - Food Service

Agenda Item: 08-16-11-23
Information: _____
Action: X

Action to be Approved:

X Contract Renewal
Previous Bd. Res. # 08-19-10-04
Prior Year Cost \$ 13,349,848.00

Other Transaction Descriptors:

SUBJECT:

Request to approve a contract renewal with Chartwells Food Service (a division of the Compass Group USA, Inc.) for food services provided to the St. Louis Public Schools' students for the 2011-2012 school year. The term of this agreement shall be for the period July 1, 2011 through June 30, 2012, unless terminated by either Party without cause by giving sixty (60) days notice in writing to the other Party. Means for District Food Services are provided under the guidelines and funding provided through the Federal Free and Reduced Meals Program. The cost of the contract is not to exceed \$13,240,148. This is the 3rd year of a four year contract.

BACKGROUND:

The total cost of the contract will be determined based on the number of students enrolled in the District and the number of meals served under the guidelines of the Federal Free and Reduced Meals Program. The funds used to provide this service to District students come from the Federal Free and Reduced Meals Program administered by the USDA and not from the District General Operating Funds. Under the renewal of this agreement, Chartwells Food Service will manage the 2011-2012 regular and Summer (2012) school food service programs, as well as the vending operations located in the cafeterias and kitchens of District school facilities. Pending Availability of funds.

Accountability Plan Goal: Goal III: Facilities, Resources Support Objective/Strategy: III.G

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

Fund Source:	906	-	00	-	510	-	3111	-	6319	Non GOB	Requisition #:
Amount:	\$				13,240,148.00						
Fund Source:	-	-	-	-	-	-	-	-	-		Requisition #:
Amount:											
Fund Source:	-	-	-	-	-	-	-	-	-		Requisition #:
Amount:											
Cost not to Exceed:	\$				13,240,148.00				<input checked="" type="checkbox"/>	Pending Funding Availability	Vendor #: 600012482

Department: _____

Food Service

Althea Albert-Santiago
Althea Albert-Santiago, Director - Food Service

Mary M. Houghan
Mary M. Houghan, Dep. Supt., Operations

Angela Banks
Angela Banks, Budget Director

Ernest Moss
Ernest 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: 5/31/11	
Dept / School: Food Services	Reported By: Alberto Santiago	
Vendor: Chartwells	Vendor #: 600012462	
Contract # / P.O. #: 4500154091	Contract Name: Food Service Management	
Contract Amount: \$	Award Date: 8/19/10	
Purpose of Contract (Brief Description): Food Services Management in LPS Schools		
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 (please attach additional sheets if necessary). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 4 3 2 1	
Timeliness of Delivery or Performance	5 4 3 2 1	
Business Relations	5 4 3 2 1	
Customer Satisfaction	5 4 3 2 1	
Cost Control	5 4 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"/>		



BOARD RESOLUTION

Date: July 19, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Althea Albert-Santiago, Director, Food Service

Agenda Item : 08-16-11-04

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

Previous Board Resolution # 11-30-10-06

Other Transaction Descriptors: Prior Yr Receipt \$79,066.92
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the contract renewal with Preferred Meal Systems, Inc. for their lease of our warehouse located at 5020 Lexington Avenue. The period of the lease will be July 1, 2011 through June 30, 2012. Preferred Meal Systems will pay SLPS a monthly lease rate of \$6,991.67. The total lease payments to SLPS will be \$83,900.00.

BACKGROUND: Preferred Meal Systems, Inc. is the elementary school meal provider for the District and uses the SLPS warehouse at Lexington to stage the food to be delivered to the schools. They are a subcontractor for Chartwells. Preferred is leasing 12,794 sq ft and the lease rate for next year is \$6.55 per sq ft.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.G.1.

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

Fund Source: Fund 510	Non-GOB	Requisition #:
Amount: \$83,900.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Lease Proceeds: \$83,900.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Food Services

Althea Albert-Santiago
Althea Albert-Santiago, Director, Food Services

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

Angela Banks
Angela Banks, Budget Director

Enos Moss
Enos Moss, CFO/Treasurer

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

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BOARD RESOLUTION

Date: July 20, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Sharonica Hardin, Chief Human Resource Officer

Agenda Item : 08-16-11-05
Information: ☐
Action: ☒

Action to be Approved: Policy Adoption/Change

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

SUBJECT: To adopt and approve a Policy Statement of the Special Administrative Board of the Transitional School District of the City of St. Louis In Relation to Working Conditions for Stationary Engineers for the period July 1, 2011 through June 30, 2014.

BACKGROUND: Whereas the District has been in negotiations with the International Union of Operating Engineers (Local 148) as the exclusive bargaining representative for all regulation, full-time employees in the job classification known as Stationary Engineers; and Whereas those negotiations have resulted in the agreement of the parties on terms for a policy statement to govern the relationship between the parties from July 1, 2011 until June 30, 2014; the SAB hereby authorizes, adopts and approves the Policy Statement of the Special Administrative Board of the Transitional School District of the City of St. Louis In Relation to Working Conditions for Stationary Engineers for the period July 1, 2011 through June 30, 2014.

Accountability Plan Goals: Goal II: Highly Qualified Staff

Objective/Strategy: 11.E.1

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

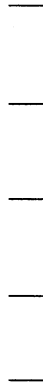
Sharonica Hardin, Chief Human Resource Officer

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houghan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent





St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local 148

July 1, 2011-June 30, 2014

ARTICLE I

Recognition and Jurisdiction

The Special Administrative Board of the City of St. Louis (the “SAB” or “Employer”) recognizes the International Union of Operating Engineers, Local No. 148 (AFL-CIO), hereinafter referred to as the “Union,” as the exclusive bargaining representative for employees in the classification of Stationary Engineers and Stationary Engineers. There shall be no discrimination in hiring any employee because of race, creed, sex, age, color, or union membership. This agreement shall include all high schools, middle schools, elementary schools, and all other facilities or their existing and future installations within the District territory.

Only employees in the classifications of Stationary Engineers and Stationary Engineers shall be permitted to perform regular stationary engineer job duties on a regular continual basis, subject to existing contractual relationships regarding energy management duties. Nothing herein shall be construed as to keep employees in other classifications from performing emergency tasks which would adversely affect the safety and welfare of the students, faculty and building if left uncorrected or to keep supervisory employees from performing appropriate supervisory duties, including without limitation directing Employees in their duties. Determination shall be made by the supervisor.

Management Prerogatives

It is recognized that the management of the school system and the direction of all employees are reserved exclusively to the SAB and its designees, except that any actions of the SAB, the Superintendent of Schools or their designees shall not be inconsistent with any of the provisions of this policy statement. The SAB may contract with other entities for the supervision and management of employees. Should the decision be made to do this, The SAB will notify the Union of any such change in management, which would allow sufficient time for discussion of the impact of such change, if such discussion is requested by the Union. If the SAB contracts with any other entity for the



St. Louis Public Schools
Policy Statement of the Special Administrative Board of the City of St.
Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

management and supervision of employees, such entity shall have full and complete authority to discipline employees in accordance with the Special Administrative Board policies and regulations, to assign work duties in accordance with the job descriptions for the employee's classification, and to assign employees to work locations within the St. Louis Public Schools for the efficient operation of the District. Operational changes within the District will warrant a discussion between the Union and the SAB if such changes impact the work schedule and conditions outlined in the current agreement.

The SAB or its representatives shall make no changes to its policies or regulations to the extent that they affect the terms and conditions of employment of Employees as addressed in this Policy Statement without having given written advance notification to the Union, which would allow sufficient time for discussion thereon prior to action by the SAB and/or any standing committee of the SAB, if such discussion is requested by the Union.

ARTICLE II

Representation

The Union shall be represented by a Shop Steward in the classification of Stationary Engineers and Stationary Engineers. The Shop Steward shall be selected by the Union. The Shop Steward's name shall be certified in writing by the Union to the Employer when necessary to consider grievances without loss of pay.

An authorized representative of the Union shall have access to the Employees' premises for the purpose of conferences with officers of the Union, the Shop Steward(s) and/or representatives of the Employer provided they do not interfere with the Employer's normal flow of business. Such authorized representative shall notify his/her presence to the supervisor in charge or his/her designee at any location.



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

Article III

Dues Deduction

The SAB will deduct from the pay of each employee, for whom it receives an authorization, the required amount of fees for the payment of Union dues. No deduction will be discontinued except upon written notification to the SAB by the Union or by failure of the employee to have sufficient salary remaining after other deductions have been processed. The Union must report to the SAB the names of employees who have requested discontinuation of payroll deduction within five (5) days of such written request by the employee to the Union. Deductions will be discontinued on the next pay date following receipt of the report from the Union provided the report reaches the SAB ten (10) days before the scheduled pay date. All deductions, accompanied by a list of persons from whom they have been deducted and the amount of deduction from each, and a list of persons who had authorized deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union. Any discrepancies must be reported by the Union to the SAB within five (5) days of receipt of the deduction report.

ARTICLE IV

Seniority

Section 1. Seniority shall be determined District-Wide by classification and by position.

Section 2. The SAB will provide the Union office with an updated copy of the seniority list of employees covered by this Agreement each time a revision is made.

ARTICLE V



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

Transfers and Vacancies

When a position becomes vacant, the position will be advertised and posted. A notice of vacancy will be circulated among all employees in such classifications. Standard Human Resources procedures will be followed to fill the vacancy. Employees who meet the qualifications may apply.

Promotional opportunities shall be announced and filled on the basis of qualifications.

ARTICLE VI

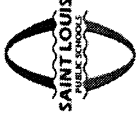
Grievance Procedure

A grievance is defined as an alleged violation, misinterpretation or misapplication of this St. Louis Public Schools and International Union of Operating Engineers, Local No. 148 Policy Statement.

A grievant shall be defined as the employee or employees filing the grievance.

Step One: The employee shall meet with his/her immediate supervisory or designee and present his/her grievance orally within five (5) working days of its occurrence, explaining its nature and circumstances. The employee and the supervisor, or designee, shall make every attempt to resolve the matter within five (5) working days of the date of the grievance is presented.

Step Two: If the grievance is not resolved in Step One, the employee and the Union representative shall present the grievance, in writing, to the Executive Director of Operations/ Building Commissioner or his/her designee within ten (10) days of receipt of the response or lack thereof provided in Step One. The Executive Director of Operations/ Building Commissioner or his/her designee shall meet with the employee and/or his/her representative(s) within ten (10) working days to attempt to resolve the issue. A written reply shall be furnished to the employee within ten (10) working days of the meeting.



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

Step Three: If the grievance is not resolved in Steps One or Two, the employee may appeal his/her grievance, in writing, within ten (10) working days for review by the Superintendent of Schools or his/her designee. The Superintendent of Schools or his/her designee shall review the grievance and respond in writing to the employee within ten (10) working days.

Step Four: In the event the grievance is not resolved and the response to the grievance from the Superintendent is unsatisfactory, the Union in its sole discretion may demand arbitration of the grievance, in writing, within fifteen (15) days of the answer of the Superintendent.

1. In the event that the union makes a demand for arbitration, the Union and the SAB, through the Chief Human Resources Officer, shall attempt to select an arbitrator from a permanent panel of arbitrators identified and periodically updated by the SAB and the Union, but in the event that the parties are unable to mutually agree, they shall make mutual application to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators. The cost of the panel shall be shared by the Union and the SAB.
2. Upon receipt of the panel of arbitrators, the Union and the SAB shall select an arbitrator from the list by alternately striking names from the list until one name remains, and that person shall be the arbitrator for the grievance. If there is a dispute as to which party will strike first, the determination shall be made by lot. Neither party shall have the right to reject a panel of arbitrators.
3. The arbitrator shall have no power to add to, subtract from or modify the terms of this policy statement.
4. Each party shall bear the full cost for its representation in the arbitration. The cost of the arbitrator will be divided equally between the parties.
5. Once an arbitration opinion has been rendered, the Special Administrative Board shall review the arbitrator's opinion to determine whether the arbitrator's decision (1) was contrary to law or SAB policies and regulations, (2) exceeded the arbitrator's authority, or (3) was arbitrary, irrational or clearly the result of fraud or deceit. The SAB shall notify the Union of its disposition of the arbitration



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

opinion within thirty (30) days of receipt of said opinion, except that in cases of extended recess periods or other similar circumstances where the SAB does not meet, this notification period shall be reasonably extended.

Other Provisions Governing the Grievance Procedure

1. Any of the time limits set forth at any of the several stages of the foregoing procedure may be extended by mutual agreement between the parties.
2. In Steps Two through Four, the employee may be represented by himself/herself or along with the Shop Steward or the Union representative of the employee's choosing.
3. No employee will be prejudiced or discriminated against by the SAB or school administration because of his/her participation in this grievance procedure. Nor shall the fact that an employee has filed or participated in a grievance be taken into account in the evaluation of such employee.
4. The SAB and administration will cooperate with the parties involved in its investigation of any grievance and further will furnish the parties involved such reasonable and appropriate information as is requested for the processing of any grievance.
5. Should the investigation or processing or any grievance require that an employee or his/her representative be released from a regular assignment, he/she shall be released without loss of pay or benefits as long as no unreasonable interference with the school program results.
6. All communications and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant.



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

7. As used in the foregoing procedure, “employee” shall mean either: (1) an individual employee or (2) a group of employees who have the same grievance.
8. The Union shall have the right to present grievances in the manner prescribed above on behalf of the employees or the organization.
9. Arbitration shall be limited to instances where an Employee feels unfairly treated through the misapplication of any of these provisions, or any SAB rules or regulations, or through any administrative action which adversely affects the employee’s status other than termination, suspension, demotion, lay-off or reduction in pay, the procedures for which are addressed in Mo.Rev.Stat. Sections 168.251-291. The following topics are not subject to arbitration: policies and policy changes; job descriptions; departmental reorganizations; reclassification of employees; selection/placement decisions; performance evaluations; schedule changes; salaries; and matters pertaining to benefit plans.
10. For topics that are subject to the grievance and arbitration provisions, Employees must exhaust his or her remedies under the grievance and arbitration procedure before filing a lawsuit against the SAB regarding such claim.
11. If any given case the parties should mutually agree that an expedited arbitration hearing is appropriate, the hearing will be conducted in accordance with the following:
 - a. The hearing will be informal.
 - b. No briefs shall be filed or transcripts made.
 - c. There shall be no formal rules of evidence.
 - d. The hearing shall normally be completed within one (1) day.
 - e. The arbitrator shall render his/her written decision within five (5) days after conclusion of the hearing. His/her decision shall be based on the record before him/her and shall include a written explanation for the basis of his/her conclusion. However, these decisions shall not be cited as a precedent.



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

- f. The arbitrator shall be selected in the same manner as provided in Step Four of this article.

ARTICLE VII

Evaluation

Employees covered by this Agreement shall be evaluated according to the evaluation procedures for non-certificated employees as adopted by the SAB from time to time.

Any employee with a problem concerning performance of duty, absenteeism or tardiness, which may affect his/her evaluation, shall be called in prior to any written evaluation. The problem will be discussed and the results of the meeting shall be put in writing and each party given a copy.

ARTICLE VIII

Miscellaneous Provisions

Section 1. The Union shall have the right to post Union notices on bulletin boards furnished for such purposes by the Special Administrative Board.

Section 2. The Special Administrative Board shall provide the Union semi-annually, with a current seniority list of names and addresses of its Union members.

Section 3. All employees working in the classification of Stationary Engineer or Stationary Engineer shall carry a Class I license. All new employees hired will carry a Class I license as issued by the City of St. Louis or be enrolled in and participate in licensing classes provided by the Union.

Section 4. The day-to-day operation of all plants under this Agreement shall be operated by District personnel. All changes in operating "setpoints, times of operation, etc." shall be made by on-site personnel within the guidelines set forth by the Executive Director of Operations or its designee. When the Executive Director of Operations or its designee



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

determines that a change needs to be made, they will contact the appropriate staff. The starting and stopping of all equipment will be performed by District staff. If a piece of equipment needs to be taken out of service or put into service, Executive Director of Operations or its designee will contact the on-site Stationary Engineer and authorize the changes be made. Changes made by non-bargain unit personnel after hours when no operator is on-site shall be reported to appropriate District staff as soon as possible so the operator will be aware of said changes.

Section 5. Any employee elected or appointed to any full-time position in the Union shall be given a leave of absence. He/she shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor. The absence shall not be construed as a break in service, except in the case of probationary employees.

Employees granted a leave of absence under this Section shall not be entitled to any SAB sick leave days, PTO, or holidays, during their period of leave.

ARTICLE IX

Hours of Work

Employees shall be assigned a regular work schedule of eight (8) consecutive hours in each of five (5) days in a work week with at least two (2) consecutive days off in any work week. The eight (8) hours work day is exclusive of a thirty (30) minute duty free lunch and two (2) fifteen (15) minute breaks. Any employee who is called in to work hours which are outside his/her normal work schedule and do not adjoin his/her regular work schedule shall receive at least three (3) hours work or pay of which time and one-half (1-1/2) will be paid for all hours actually worked. All work performed in excess of eight (8) hours per day or forty (40) hours per week shall be considered as overtime work and the proposed employees shall be paid at the rate of time and one-half (1-1/2) for each overtime hour or fraction thereof worked. Employees may select to take time off from the job at the rate of one and on-half (1-1/2) times the number of overtime hours worked.



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

ARTICLE X

Holidays

Section 1. The following days shall be considered holidays:

New Year's Day (January 1)
Martin Luther King's Birthday (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4)
Labor Day (First Monday in September)
Veterans' Day (November 11)
Thanksgiving Day (Fourth Thursday in November)
Friday following Thanksgiving
Christmas Eve (December 24-When it falls on a work day)
Christmas Day (December 25)

When one (1) of the above holidays, excluding Christmas Eve, occurs on a Sunday, the following Monday shall be observed as a holiday. When one (1) of the above holidays, excluding Christmas Eve, falls on a Saturday, the preceding Friday shall be observed as a holiday.

Section 2. Each employee in a pay status who does not work on a holiday shall be paid eight (8) hours at his/her respective job classification rate, excluding overtime and work scheduled premiums subject, however, to the following conditions and limitations:

- A. The employee must work the day prior to the holiday and first scheduled work day after the holiday unless he/she shall furnish his/her supervisor with acceptable evidence that he/she was, due to illness, unable to work on such day.
- B. He/she will not be paid if the holiday occurs when he/she is scheduled to work and does not report to work.



St. Louis Public Schools
Policy Statement of the Special Administrative Board of the City of St.
Louis in Relation to International Union of Operating Engineers, Local
148
July 1, 2011-June 30, 2014

- C. Whenever a holiday falls during an employee's vacation period, the day shall not be charged against accrued vacation.

Section 3. Employees who are required to work on any District Holiday or Furlough days shall receive the pay for said holiday or furlough day at the rate of time and one-half (1-1/2) the hours worked.

ARTICLE XI

Leaves

Paid Time Off

1. All full-time employees may take up to nine (9) days of PTO during each fiscal year. All full-time employees hired on July 1 and before October 1 shall be entitled to nine (9) PTO days during the remainder of the first fiscal year of employment. Full-time employees hired on October 1 and before December 31 shall be entitled to six (6) PTO days during the remainder of the first fiscal year of employment. Full-time employees hired on January 1 and by March 31 shall be entitled to four (4) PTO days during the remainder of the first fiscal year of employment. Full-time employees hired on April 1 and by June 30 shall be entitled to two (2) PTO days during the remainder of the first fiscal year of employment. If at all possible, PTO time must be requested in four (4) hour intervals.



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

2. Employees will provide the immediate supervisor 48 hours notice before the date of the leave except in cases of personal illness, illness of an immediate family member or an emergency. The SAB will establish a schedule of blackouts in which no PTO will be used except in cases of personal illness, illness of an immediate family member or an emergency. Employees shall not take PTO during the following periods, except in cases of personal illness, illness of an immediate family member or an emergency:

1. The first two weeks of classes during each school year.
 2. The last two weeks of classes during each school year.
 3. Following notice of resignation.
 4. Following notice of an impending suspension or discharge.
 5. Following notice that a probationary employee will not be retained during the next school year.
3. Use of PTO will not count adversely on the attendance portion of any performance appraisal except as otherwise provided herein.
4. Employees shall not be absent from the job on more than two (2) Mondays and two (2) Fridays during the year, unless such employee can supply the school system with sufficient proof that he/she was unable to report for work on these Mondays or Fridays for reasons related to injury, illness or exposure to contagious disease. It shall be an abuse of PTO for an employee to use PTO under the auspice of an employee's own illness or a family member's illness for absences when the employee or family member is not actually sick. The Superintendent is authorized to investigate where the circumstances in his discretion warrant, suspected abuse of PTO. As part of this authority, the Superintendent may require employees to provide written substantiation of a claim of illness, including a physician's verification.
5. Regular employees receiving PTO 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 employees accrued PTO.



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

6. Whenever it becomes apparent to any employee that he/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 for which the employee will not be paid.
7. If an employee is absent more than one 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 day and stated that fact at the time of a prior notification. The Human Resources Department is open at 7:00 a.m. on school days to receive messages regarding absences of employees who need substitutes. An automatic answering and recording machine shall record telephone calls of employees reporting absences or returns from absences. This machine shall be in operation 24 hours per day and seven days per week.
8. Notification of the intention of an employee to return to work before the original completion date of the requested absence shall be given to the Human Resources Department and to the principal of the school or immediate supervisor. If the absentee fails to notify the Human Resources Department and immediate supervisor of the date of return, a loss of salary for the first half-day after the return shall result. 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.
9. Employees acknowledge that public employees in the State of Missouri are not permitted to strike or engage in work stoppages. PTO days shall not be used for work stoppages. The Superintendent is authorized to investigate, where the circumstances in his or her discretion warrant, suspected abuse of PTO. As part of this authority, the Superintendent may require employees to provide written substantiation of a claim of illness, including a physician's verification.
10. Employees who leave the school system through termination or resignation shall not be entitled to compensation for unused PTO days, nor shall their estate have a claim for payment of unused PTO days in the case of death.



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

11. Employees who have unused PTO days accrued under this policy statement at the end of the fiscal year and thereafter shall be paid an amount equal to one hour of base salary for each 2 full hours of unused PTO time. Payment shall be made on the first pay day in December following the end of each fiscal year and shall be calculated using the employee's base salary as of June 30 of the fiscal year immediately preceding the payment. The employee must be employed by the SAB on the payment date or have retired pursuant to the rules for Rule of 85 or normal retirement during the preceding fiscal year and the payment date to receive this benefit. For retired employees, the payout shall be calculated based on the employees base salary at the time of retirement and shall be paid at the time of retirement.

12. Rules for Employees with Accrued PTO 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, and such previously accrued days shall not be subject to paragraph 11, above. No further PTO days may be accumulated.

Bereavement Leave

A leave of absence with pay shall be granted for all full-time employees consistent with the following stipulations when a death occurs in an employee's family.

1. Up to three (3) working days in any pattern, including and immediately following the day of death and/or date of funeral of a member of the immediate family. Immediate family is defined as parent, spouse, or child, grandparent, grandchild or sibling of the employee.
2. Up to two (2) working days in any pattern, including and immediately following the day of death and/or date of funeral of a half-brother or half-sister, nephew, niece, aunt, uncle, step-child, step-parent, parent-in-law, stepbrother or step-sister, sister-in-law or brother-in-law, son-in-law or daughter-in-law.
3. One (1) working day to be used immediately following the day of death or on the date of the funeral of a great-grandparent, aunt or uncle-in-law, grandparent-in-law, niece or nephew-in-law, great grandchild, grand nephew or niece, grand aunt or uncle, or first cousin.



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

4. Upon return to work from leave for death of a relative, the employee shall immediately complete a bereavement leave form and provide the name of the relative, date of the funeral and relationship of the deceased to the employee. Additionally, the employee may be required to supply appropriate documentation substantiating the basis for the bereavement leave. This information must be provided to the immediate supervisor for processing to the Division of Human Resources within two (2) days of the date the employee returned to work.
5. With the exception of leaves taken pursuant to Paragraph 1 above, no employee shall be entitled to more than a total of eight (8) working days per year as bereavement leave. At its discretion, the District may allow the employee to use any other form of appropriate leave that is available to such employee.

Leave for Military Reserve Training or State of Emergency

A military leave of absence will be granted according to the District's policy, adopted by Board Regulation R4620.7, and applicable law. If an employee has any questions about this policy, the employee should contact the Human Resources Department.

STD/LTD Program

1. **Short Term Disability Plan (STD).** The STD Plan will provide 60% of base pay as a benefit. It will pay benefits to a disabled employee up to the earlier of the date disability ends, the age at which the employee becomes eligible for normal social security retirement, twenty-six (26) weeks, or the date on which LTD begins. STD benefits will not commence until the 6th consecutive work day of disability and the STD benefit commencement is independent of use of PTO days. For an employee to be eligible to receive STD benefits, the employee must be actively at work at the time of STD eligibility.
2. **Long Term Disability Plan (LTD).** The LTD Plan will provide 60% of base pay as a benefit, not to exceed \$5,000 per month. It will pay benefits to a disabled employee up to the age at which the employee is eligible for normal social security retirement benefits. Disability retirement benefits and Social Security benefits will reduce LTD benefits. Participation in the LTD Plan will be subject to



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

the insurer's "pre-existing condition" rules for employees hired on or after January 1, 2004, and for employees electing Options (a)(ii) or (b)(ii) identified below regarding the STD/LTD Program.

The STD and LTD Plans will be administered by the insurance companies providing such plans or their designees in accordance with the terms and conditions of the plan documents. To the extent the plan documents conflict with language contained herein, the plan documents shall control.

3. ***Rules for Employees with Accrued Sick Leave under Prior Policies.*** Employees with accrued sick leave accumulated under prior District policies shall be permitted to maintain or use them, only as per the provisions of the 2004-2008 policy statement, as interpreted by the SAB. No further sick leave shall be accumulated.

ARTICLE XII

Sick Leave Conversion

Individuals employed by the SAB on June 30, 2003, whose age and years of service will total more than 85 as of June 30, 2004 (including employees who satisfy the requirements of Mo.Rev.Stat. 169.460 for entitlement to a retirement allowance), and employees age 65 or more as of December 31, 2003, shall be entitled to participate in the sick leave conversion program at the time of their retirement from the SAB. For purposes of sick leave conversion, an employee's sick leave bank shall be frozen on December 31, 2003. Sick leave conversion benefits shall be paid based on employee's December 31, 2003 rates of pay.



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local 148

July 1, 2011-June 30, 2014

Special Sick Leave Buy-Back Program

All terms applicable to the Sick Leave Conversion Plan will remain applicable to the relevant employees.

Health Insurance

All Local 148 represented employees shall be eligible to participate in the medical, dental and vision benefit plans offered to all other Board Employees for the term of this agreement.. (Currently referenced in the 2011 St. Louis Public Schools Flexible Benefits Plan Reference Guide)

All Other Benefits and Policies

All other benefits and policies not covered in this Agreement shall be governed by existing Special Administrative Board policies and regulations. The SAB agrees to meet and discuss with the Union any such benefit and/or policy changes that will affect bargaining unit employees and their working conditions.

ARTICLE XIII

Compensation

Subject to adequate fiscal funding during future fiscal years, the rate of pay for Stationary Engineers and Stationary Engineers shall be pursuant to the attached Schedule A. The parties agree to meet and confer regarding wages and benefits in June of pursuing years to discuss wages and benefits for each subsequent fiscal year.

Transportation Allowance

All employees in the Agreement are eligible to receive two dollars (\$2.00) per trip for use of their automobiles. A trip is defined to be a change of location made during any



St. Louis Public Schools

Policy Statement of the Special Administrative Board of the City of St. Louis in Relation to International Union of Operating Engineers, Local

148

July 1, 2011-June 30, 2014

eight (8) hour shift worked, not to include transportation to and from home and work or between home and work, and any changes of location made for the purpose of luncheon intermission or breaks. Eligibility in each case will be finally determined by the Building Commissioner or his designee.

Licensing Training Tuition Reimbursement

The SAB shall reimburse tuition up to an aggregate of \$3,000 per Employee for any Employee employed by the SAB for licensing classes provided by the Union to obtain a Class I Stationary Engineer's License as issued by the City of St. Louis. Tuition reimbursement shall be made on a semester basis upon proof that the Employee has satisfactorily completed (received the equivalent of a C grade or better) all courses attended during such semester and proof that the Employee has enrolled to continue such training for the following semester or has satisfactorily completed the full two-year training program. For an Employee to be eligible for such tuition reimbursement, the Employee must enter into a contract with the SAB to provide that Employee will remain employed by the SAB as a Stationary Engineer for two years after completion of such training program, unless terminated by the SAB. If the Employee fails to remain in good standing and satisfactorily complete the courses necessary for licensing, Employee shall be terminated or reassigned to a position not requiring such a license.

ARTICLE XV

Labor Management Committee

Both the Union and the Employer recognize areas of common concern and mutually agree to encourage employees to actively participate in and support such programs and activities as are designed to improve the well-being of employees, to assist the work force in function at their full capability and contribute to the efficient administration of operations.



St. Louis Public Schools

**Policy Statement of the Special Administrative Board of the City of St.
Louis in Relation to International Union of Operating Engineers, Local**

148

July 1, 2011-June 30, 2014

The parties agree that communication between the Employer and the Union, by a means other than negotiation, is an essential element of the labor-management relations program at the Special Administrative Board. In recognition of mutual objectives in labor-management relations, the Union and the Employer agree that a Joint Quarterly Labor Relations Committee Meeting will be established. It will consist of members selected by the Union and members selected by the Employer (who may include employees of any entity with whom the SAB contracts for the management and supervision of any classification of employees) for the purpose of discussion on such matters as:

- A. The common interests in maintain constructive and cooperative labor-management relations between and Employer and the Union.
- B. Reviewing the overall administration of the Agreement.

The Committee will meet quarterly or as otherwise mutually agreed between the parties.

Duration

The terms of the policy statement shall remain in effective from July 1, 2011-June 30, 2014.



St. Louis Public Schools

**Policy Statement of the Special Administrative Board of the City of St.
Louis in Relation to International Union of Operating Engineers, Local**

148

July 1, 2011-June 30, 2014

Schedule A
Stationary Engineers (11 Month-23 Pay Periods)

STEP	BI-WEEKLY PAY	ANNUAL PAY
A	\$1,802.00	\$41,468.77
B	\$1,853.15	\$42,622.45
C	\$1,903.32	\$43,776.36
D	\$1,953.48	\$44,930.04
E	\$2,003.64	\$46,083.72
F	\$2,053.80	\$47,237.40
G	\$2,103.96	\$48,391.08
H	\$2,154.12	\$49,544.76
I	\$2,204.28	\$50,698.44
J	\$2,254.44	\$51,852.12
K	\$2,304.60	\$53,005.80
L	\$2,354.76	\$54,159.48



BOARD RESOLUTION

Date: July 25, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Diane Cox, Exec. Dir., State and Federal Programs

Agenda Item : 08-16-11-06

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-24-10-49

Prior Year Cost \$2,413,234

SUBJECT: To approve contracting for services with any DESE pre-approved providers for Supplemental Educational Services (see attached list of currently approved providers) in an amount not to exceed the per student allocation designated by DESE for after school tutorial programs for the period 8/2011 to 6/2012. The total cost of the combined contracts will not exceed \$4,035,238.00.

BACKGROUND: Providing Supplemental Educational Services (SES) is a "No Child Left Behind" (NCLB) requirement for students attending schools that did not make AYP for improvement for two or more consecutive years. Parents have the option of selecting any DESE approved provider on the attached list for Supplemental Educational Services. In the 2010-2011 year \$4,152,986 was budgeted and \$2,413,234 was actually expended. SLPS has been placed on the DESE approved SES Provider List pending approval of a waiver submitted to the United States Department of Education (USDOE). Previously, the USDOE has prohibited districts "in improvement" from serving as an SES Provider. Although approved by DESE as an SES Provider, SLPS may not begin to provide services until DESE receives waiver approval from the USDOE.


Accountability Plan Goals: Goal I: Student Performance


Objective/Strategy: 1. D.


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


Fund Source: 814-A2-232-1256-6319	Non-GOB	Requisition #:
Amount: \$4,035,238.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$4,035,238.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: Various

Department: State And Federal Programs


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent


Dr. Diane Cox, Exec. Dir., State and Federal Programs

2011-2012 APPROVED SUPPLEMENTAL EDUCATIONAL SERVICES' PROVIDERS

Provider Name	Authorized Representative
1 To 1 Tutor, LLC	Ray Narayan
24 Hours Tutoring, Inc.	Thanjavur Manavalan
24/7 Educate Online	Pritika Janweja
A+ Academics, LLC	Patricia Burns
A+ Tutoring, LLC (dba Sylvan Learning/Ace it! Tutoring Powered by Sylvan)	Tammy Noel
A+ Tutors For Scholars	Robert Allen
Abacus In-Home Tutoring, Inc.	Michael O'Malley
ABLE Tutoring, LLC	Torri Sue Wells
Accuracy Temporary Services, Inc. (ATS Project Success)	Renee Weaver-Wright
Ace It / Sylvan SES-MO	Brian Jones
Ace it! Sylvan Tutoring SES (dba KCI Enterprises, Inc.)	Karen Carroll
Ace It! Tutoring (dba SLC of Lee's Summit - Sylvan Learning)	Tricia Reynolds
Ace Learning	Michele Fleming
ACE Learning Centers	Gene Reynolds
Achievers of Hannibal	Maria Mundle
Achievia Tutoring Midwest	Huston (Gene) Sherrill
Achievia Tutoring of Missouri	David Watson
Adventures in Learning K-12	Preston Shelton
Allen Street Baptist Church	Rev. Roger House
Alternatives Unlimited, Inc.	John Sullivan
Applied Scholastics International	G. Craig Burton
Be Smart In-Home (In School) Tutorial Service	Ronald Taylor
Believe It! Achieve it! Learning Academy	Vanessa Howard
Beyond Housing	Chris Krehmeyer
Branson Public Schools	Bradly Allen
Bright Sky Learning, LLC	Scott Welch
Brooks Educational Services	Robert Brooks
Camdenton R-III School District (Osage Beach Elementary)	Brian Henry
Carver Learning Systems, Inc.	Melanie Carver
Catapult Learning West, LLC (dba Catapult Learning, LLC)	Kathleen Donovan
Catholic Charities	Judith Arnold
Center School District	Juana Hishaw
CHA Low-Income Services for the Youth Community Coalition	Phil Steinhaus
Christian Fellowship Baptist Church	Kenda Hogan
Circle of Light Associates, Inc. (COLA)	Andrew Fields
Club Z! In-Home Tutoring Services, Inc.	Cari E. Diaz
College Nannies & Tutors	Rebecca Wilson/Matt Murray/Jennifer Schellhase

Provider Name	Authorized Representative
Cooperating School Districts of Greater St. Louis, Inc.	David Sanders
Cyn Ter Enterprises (dba Sylvan Learning)	Cindy O'Hara
Daddy's Girl/DGEG Tutoring Co.	Mary M. Adou Gbougbo
DENB, Inc. (d/b/a Tutor Doctor)	Elizabeth Freeman
Digital Network Group (dba Kinetic Potential Scholars)	Jim Smith
Educate Online Learning, LLC	David Blair
Education Resource Solutions, LLC	Margaret Dana Sachse
Gateway Tutoring LLC (dba Tutor Doctor)	Susan Plourde
Grace United Community Ministries	Sharon Garfield
Grade Cracker, LLC	Rahul Aggarwal
Group Excellence, Ltd.	Carl Dorvil
Growing Scholars Educational Center	Anetrise Jones
Hazelwood School District (Garrett Elementary)	Ty McNichols
Hogan Preparatory Academy	Danny Tipton
Huddle Learning, Inc.	Maureen Weiss
Huntington Learning Centers, Inc.	Raymond Huntington
I Can Too Learning Center LLC	Nancy Major
Impact Tutoring Program, LLC	Luetta Pulliam
Independence School District	Dred Scott
Innovadia LLC	Abhishek Khanna
Innovative Education Concepts, LLC	Bridget Jones
Innovative Educational Programs, LLC	James Gilday
Ivy League Tutor, Inc.	Carlos Somarriba
Jamestown Elementary	Ty McNichols
JFK Tutoring, Inc.	Berry Lamy
Juntos Development Solutions, LLC	Maggie Hourd-Bryant
Kansas City MO School District	MiUndrae Prince
Learn It Online, LLC (LION)	Michael Maloney
Learning4Today Co.	Al Lockett
Learn-It Systems, LLC	Michael Maloney
Leatherwood Enterprises, Inc. (Leatherwoods Home for Children)	Frances Sanders
Lebanon Technology and Career Center	Keith Davis
Lifetime Learners Tutoring Service	Henrietta Gladney
Milestones Family Learning Center	Eileen Knox
Millennial Academy of St. Louis	David & Joyce Eaton
Mills Elementary School (School of the Osage)	Mary Ann Johnson
MO Learning Unlimited, LLC	Carolyn Starkey Darden
Mobile Minds Inc.	Charles Purdom, IV
My 4 Site EDU LLC (d/b/a Tutor Doctor)	Daniel Morris
Non Public Educational Services, Inc. (d/b/a NESI)	Rochelle Schneickert
Normandy School District	Stanton Lawrence
Odessa R-VII School District (McQuerry Elementary)	Larry Hol
Perryville Area Career & Technology Ctr (Perry Co. Dist. No 32)	Steven King
Poplar Bluff R-I School District	Patty Robertson

Provider Name	Authorized Representative
Project Life Impact	Willie Ulibarri
Pulaski Family Activity Coalition	Arrealia Coleman-Gavins
Ralls Co. R-II School District, New London Elem.	Deanette Jarman
Raytown C-2 School District SES Tutoring Program	Marlene DeVilbiss
Reunited Counseling & Training LLC	Ronald Dancy
Rich Hill R-IV School District (Rich Hill Elementary)	John Smith
Rocket Learning Partners, LLC	Reginald Richardson
Savannah R-III School District	Don Lawrence
Scott City R-I School District (Reading & Math Superstars)	Diann Bradshaw-Ulmer
SLC of Lee's Summit, LLC (d/b/a Sylvan Learning Center of Lee's Summit)	Tricia Reynolds
Southeast Regional Professional Development Center (RPDC)	Cheri Fuemmeler
Southwest Center for Educational Excellence	Anne Shadwick
Spartan Tutoring LLC	Donnetta Wheeler/Jill Hughes
Spruce St. Matthew Baptist Church	Wendy Barnes
St. Charles R-VI School District	Danielle Tormala
St. James R-I School District	Joy Tucker
St. Louis Public Schools	Sheila Smith-Anderson
St. Louis Public Tutors, LLC	Robert Brandon
Strategic Education, LLC	Laura Swafford
Success for Today and Tomorrow	Graceanna Brew and Lola Thomas
Summit Learning Services, Inc.	Jeanee Thompson
Swope Corridor Renaissance/Upper Room, Inc.	Jerry McEvoy
Terry Learning Center of Missouri, Inc.	Michael Terry
The Young Men's Christian Assn of Greater St. Louis	Gary Schlansker
Tolbert Tutoring Innovation, Inc.	Mark Tolbert
Tutors with Computers, LLC	Vince Cordero
Union R-XI School District (Central Elementary/A+ Cats Club)	Jennifer Hope
Urban FUTURE	Jennifer Davies
Village Learning Solutions, LLC	Ayanna Carr-Brown
W.E.B. DuBois Learning Center	Brandy Thornton
Ware's Education Specialist & Consultants	Mark Angelo Ware
Webster Groves School District (Avery School)	John Simpson
Webster Groves School District (Bristol School)	John Simpson
Webster Groves School District (Clark School)	John Simpson
Webster Groves School District (Computer School)	John Simpson
Webster Groves School District (Edgar Road School)	John Simpson
Webster Groves School District (Hudson School)	John Simpson
Webster Groves School District (Steger School)	John Simpson

AGREEMENT

THIS AGREEMENT (“Agreement”) is made as of the 1st day of September, 2011, by and between The Board of Education of the City of St. Louis, a body corporate and governing body of the Special Administrative Board of the Transitional School District of the City of St. Louis, with its principal offices located at 801 North 11th Street, St. Louis, Missouri 63101 (“Board” or “Board of Education”) and **SES PROVIDER** with principal offices located at **SES PROVIDER ADDRESS** (“Provider”).

WHEREAS, Provider has been approved by the State of Missouri to provide Supplemental Educational Services to eligible students pursuant to the No Child Left Behind Act of 2001, as amended, (the “NCLB”); and

WHEREAS, Provider has stated its desire to provide Supplemental Educational Services to Eligible Students attending the St. Louis Public Schools; and

WHEREAS, at least one student eligible to receive Supplemental Educational Services pursuant to the NCLB has requested that Provider provide such services to them; and

WHEREAS, the Board of Education and Provider have determined to proceed upon the terms and conditions set forth herein.

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

1. SCOPE OF SERVICES.

- (a) Provider shall provide Supplemental Educational Services *within fourteen calendar days of signed contract receipt* to Eligible Students in accordance with the NCLB, all related regulations and the terms of this Agreement. (See addendum for names of students)
- (b) Upon implementation of an electronic management tool, Providers will be mandated to use this software program for SES services for the following activities:
 - Manage Student Data
 - Record Assessments
 - Build Student Learning Plans and Submit it to the District
 - Schedule Tutoring
 - Record Attendance
 - Record Monthly Progress Notes
 - Generate Invoices and Submit to the District

- (c) Provider must develop and submit to the Board an Individual Instructional Plan (hereinafter “IIP”) in a form specified by the Board for each Eligible Student to be served by Provider prior to rendering Services.
- (d) Each IIP must be developed in conjunction with the Eligible Students’ parent(s) and the Board, and include the following:
 - (i) A statement of the specific achievement goals for each Eligible Student based upon each Eligible Student’s specific educational needs;
 - (ii) A description of how the Eligible Student’s progress will be measured;
 - (iii) A timetable for improving the Eligible Student’s achievement;
 - (iv) For Eligible Students with disabilities, the IIP must be consistent with the Eligible Student’s Individualized Educational Plan (“IEP”);
 - (v) The initiation date, frequency and duration of Services to be provided to the student;
 - (vi) The location where Services will be provided to the Eligible Student;
 - (vii) A description of how each Eligible Student’s parents, teacher(s) and the Board will be regularly informed of the Eligible Student’s progress;
 - (viii) The total number of instructional minutes that will be provided to the Eligible Student per session, per week and per year.
- (e) Modifications to an Eligible Student’s educational program provided under this Agreement shall be made solely on the basis of a revision to the Eligible Student’s IIP agreed upon by Provider, the Eligible Student’s Parent(s) and the Board. At any time during the term of this Agreement, an Eligible Student’s parent, Provider or the Board may request a review of an Eligible Student’s IIP.
- (f) Provider shall provide all services specified in the IIP or required by law while serving an Eligible Student, unless provided otherwise in this Agreement, the applicable IIP or law.

(g) Provider shall provide to parents, each Eligible Student's home school, and the Board ten-week progress reports for each Eligible Student served by Provider (hereinafter "Progress Reports"). A copy of each Progress Report shall be maintained at the Provider's place of business and made available upon request of the Board and/or the Eligible Student's parent(s).

(h) Each Progress Report shall provide information regarding the Eligible Student's attendance, a description of how the Services were delivered, and a description of the Eligible Student's progress. The Progress Report shall be in a format and language or other mode of communication that the parents can readily understand. Provider shall not charge the Eligible Student's parent(s) or the Board for the provision of Progress Reports, report cards, and/or any assessments, interviews, or meetings.

(i) Provider shall also provide the Board with a final written report no later than May 30, 2012 in which Provider shall summarize the progress of all Eligible Students for whom the Provider has provided Services during the year.

2. COMPENSATION.

(a) For each Eligible Student receiving Services, the Board shall pay to Provider for a full school year's worth of Services the lesser of (i) the per child allocation for Title I, Part A funds in the District as defined by 34 CFR § 200.48(c)(1) (for the 2012 fiscal year, \$_____ or (ii) the actual costs of the Services received by the Eligible Student. The Board shall under no circumstances be required to pay any amount exceeding the lesser of the above amounts for any reason whatsoever. Provider will remit monthly invoices detailing Services provided, which shall include: (i) the identity of each Eligible Student served separated by schools; (ii) the hours of Services provided to each Eligible Student; (iii) the hourly or other rate charged; (iv) dates of Services; and (v) amounts due. Such invoices shall be accompanied by attendance forms provided by the district and shall be delivered electronically via e-mail in Microsoft Excel and as a hardcopy. Failure to forward all requested billing materials shall result in the withholding of payment.

Initial _____

(b) Provider shall receive compensation only for sessions attended by Eligible Students and Services actually provided to Eligible Students. Provider shall not receive compensation for Eligible Student absences.

(c) Provider agrees to provide all information necessary to allow the Board to process payments and to verify Provider's actual costs for Services provided. The Board shall be under no obligation to make payments until such information is provided. Provider shall not charge fees to, nor seek any payment and/or compensation of any kind whatsoever from the Eligible Students or their

parents for the Services that the Provider provides to the Eligible Student under this Agreement.

(d) The Board may withhold payment to Provider if Provider has failed to provide any document or information Provider is required to provide to the Board, an Eligible Student or an Eligible Student's parent(s) under this Agreement or by law, or, if Provider is in material breach of this Agreement.

(e) The Board may deny payment for Services provided if they exceed the scope of this Agreement or are rendered in a manner inconsistent with this Agreement or the law.

(f) If an Eligible Student transfers from the school they were attending at the time the student applied for supplemental services to a school outside of SLPS boundaries or to a school whose students are not eligible for Services, the Board shall not be responsible for the costs of services delivered unless otherwise required by law.

(g) Provider shall notify Board of any outside funds received for provision of Services and such amounts shall be deducted from the amounts due under this Agreement.

(h) Provider shall maintain and the Board shall have the right to examine and audit all of the books, records, documents, accounting procedures and prices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

(i) DESE regulations require that applications be completed and executed by the parent and delivered to the school where the child is in attendance. Applications properly received at the school are then forwarded to the district SES office for processing. Only applications properly executed and delivered to the school will be valid. The district will not be liable for compensating vendors for services unless the application is valid.

(j) All providers using district sites shall work with the building administrator to identify and measure appropriate space. The vendor shall be charged \$2.00 per square foot per month for space provided by the district. The Provider shall include payment in full for its monthly building usage charge with its monthly invoices to the district. Failure to include payment with said invoices shall result in the withholding of payment by the district.

(k) All providers using district transportation to transport the student participating in its program shall compensate the Board of Education \$96.83 per bus per trip for its services. The Provider shall include payment in full for its transportation usage with its monthly invoices to the district. Failure to include

payment with said invoices shall result in the withholding of payment by the district.

3. **TERM.** The term of this Agreement (the “Term”) shall commence upon complete execution of this Agreement and shall extend through and terminate on May 30, 2012, unless terminated earlier pursuant to the terms of this Agreement.

4. **CERTIFICATION.** A current copy of the Provider’s supplemental service provider certification shall be provided to the Board on or before the date this Agreement is executed by Provider. Provider agrees that it will continue to meet all state and federal requirements for supplemental education services providers throughout the term of this Agreement and shall notify the Board immediately if its certification is revoked or suspended.

5. **MONITORING.** Provider shall allow unrestricted access by Board representatives to its facilities for periodic monitoring of each Eligible Student’s instructional program and shall be invited to participate in the review of each Eligible Student’s progress. The Board shall have unrestricted access to observe each Eligible Student at work, observe the instructional setting, interview Provider and review each Eligible Student’s records and progress. Such access shall include unannounced monitoring visits. When making site visits, Board representatives shall initially report to Provider’s administrative office on site.

6. **BACKGROUND CHECKS AND REPORTING REQUIREMENTS.**

(a) All Provider staff providing Services, and any of Provider’s staff located at any facility where Services are provided, will be subject to background checks conducted by Provider at no expense to the Board. This background check will include those required by law but in no event less than the following: (a) a Missouri State Highway Patrol fingerprint check; (b) a Federal Bureau of Investigation fingerprint check; and (c) a Missouri Division of Family Services check. No individual who has been convicted of or pled guilty to a criminal act, or who has been investigated by DFS and/or DFS has issued an adverse finding concerning the individual, will provide Services under this Agreement or be allowed in the facility while Services are being provided. By execution of this Agreement, Provider certifies it has reviewed the history of all existing employees to ensure compliance with this provision, and will continue to monitor the criminal backgrounds of all new and existing employees. Each new employee will be subject to a background check prior to hiring, and all employees will be subject to additional background checks, as described above, no less than annually.

(b) Provider will provide the Board a list of all current employees and their qualifications, along with the results of all background checks, prior to commencing services. Provider will also inform the Board in writing immediately if an allegation of misconduct by Provider’s employees is made by an Eligible Student, an Eligible Student’s parent(s) or any other person.

- (c) Provider shall submit to the Board within 24 hours a report on any accident or incident involving any Eligible Student.
- (d) Provider warrants that all staff members, including volunteers, are familiar with and agree to adhere to child and dependent adult abuse and missing children reporting obligations and procedures as specified by Missouri law. Provider must develop and/or maintain policies on these subjects as required by law.
- (e) Provider shall promptly notify an Eligible Student's parent(s) when a student misses a scheduled session.

7. **INSURANCE.**

- (a) Provider shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, worker's compensation and employers' liability in the amounts specified in Exhibit A. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.
- (b) The Board shall be included as an additional insured on all required insurance policies, except worker's compensation and employers' liability, with respect to the liability arising out of the performance of Provider's Services under this Agreement.
- (c) Certificates of insurance of Provider's insurance coverage shall be furnished to the Board of Education at the time of commencement of the Services.
- (d) All such insurance shall provide for notice to the Board of Education of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

8. **TERMINATION.**

- (a) The Board of Education may terminate this Agreement with or without cause at any time by giving 30 days' prior written notice to the other party of its intention to terminate as of the date specified in the notice, if permitted by law.
- (b) This Agreement shall (i) terminate immediately upon Provider's removal from the list of State-approved supplemental education service providers; and (ii) terminate immediately as to an individual Eligible Student if a parent withdraws the Eligible Student from Provider's program.

(c) The Board may terminate Provider's provision of services to an Eligible Student in the event Provider is unable to meet the goals and timetables specified in the Eligible Student's IIP.

(d) If the Board terminates this Agreement pursuant to Paragraph 8(a) or 8(c), the Board shall provide written notice to Provider. In the event of termination for any reason, Provider will be entitled to payment for satisfactory Services performed up to the time of termination, provided that the SLPS first receives and approves an invoice compliant with the terms herein.

9. **INDEMNITY.** Provider agrees to indemnify and hold harmless the Board and the Board's members, officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the Board or any members, officers, employees, servants or agents of the Board on account of or resulting from injury, or claim of injury, to person or property arising from Provider's actions or omissions relating to this Agreement, or arising out of Provider's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Provider.

10. **PROVIDER ACKNOWLEDGEMENTS AND REPRESENTATIONS.** Provider acknowledges and represents that (i) Provider is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder, (ii) the entering into this Agreement has been duly approved by the Provider, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Provider and to bind Provider to the terms hereof, (iv) Provider shall comply with all State, federal and local statutes, regulations and ordinances, including but not limited to all aspects of the No Child Left Behind Act, health, safety, civil rights and employment laws and Board policies; (v) Provider agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age, religion, veteran status, disability, parental status or marital status; (vi) Provider shall not disclose to the public the identity of any student eligible for, or receiving Supplemental Educational Services without the written permission of the parents of such student; (vii) all instruction and content of Provider's program shall be secular, neutral and non-ideological; and (viii) Provider will represent itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the Board.

11. **GOVERNING LAW - JURISDICTION.** This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the City of St. Louis, Missouri. Any legal action arising out of, or relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue

over them by a court of competent jurisdiction located in the City of St. Louis, Missouri. The parties agree that no action concerning this Agreement may be commenced anywhere but the City of St. Louis, Missouri.

12. **REPORTING.** During the term of this Agreement, Provider shall report to, and confer with **Diane Cox** and/or her designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Provider and issues related to the Services. Provider also agrees to meet and confer with other Board administrators, officers and employees as directed, or as may be necessary or appropriate.

13. **ASSIGNMENT.** Provider agrees, for Provider and on behalf of Provider's successors, heirs, executors, administrators, and any person or persons claiming under Provider, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the Board. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the Board of any and all obligations or liability hereunder.

14. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement and there are no understandings, representations or agreements, oral or written, express or implied other than those set forth herein. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by both parties. Provider expressly acknowledges that only the Board of Education of the City of St. Louis, acting by majority vote (or greater if required by law or policy) may agree to any modification of this Agreement. Any act by an individual(s) which purports to modify this Agreement or approve a modification without express written authority from the Board of Education shall be null and void from its inception, and neither the Board of Education nor any of its officers, members, employees, servants or agents shall be liable therefore, either in their official or individual capacities.

15. **NOTICES.** All notices, consents, waivers or other communications which are required or permitted hereunder shall be given in writing and delivered personally, by first class or express mail (postage prepaid), by Federal Express or other overnight courier service (charges prepaid), or by facsimile transmission, to the address or facsimile number below (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To Board: Superintendent, Legal Notice Enclosed
St. Louis Public Schools
801 North 11th Street
St. Louis, Missouri 63101

To Provider:

If such notice is sent by first class or express mail it shall be deemed to have been given to the person entitled thereto three (3) days after deposit in the United States mail, or if by Federal Express or other overnight courier service the day after deliver to such service for delivery to that person, or in the case of facsimile transmission, when received.

16. **WAIVER.** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.

17. **SEVERABILITY.** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

18. **HEADINGS.** All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

19. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

20. **BINDING EFFECT.** This Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.

21. **LICENSES AND PERMITS.** Provider shall obtain at Provider's expense all licenses and permits necessary to perform the Services.

22. **RIGHTS CUMULATIVE.** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies

which such party may have, whether by present or future law or pursuant hereto, and each party shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or other remedy without thereby waiving or being barred or stopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.

23. **INDEPENDENT CONTRACTOR.** The Board and Provider agree that Provider will act for all purposes as an independent contractor and not as an employee, in the performance of Provider's duties under this Agreement. Accordingly, Provider shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Provider's Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Provider and Provider's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Provider shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the Board or to attempt to bind the Board.

24. **INFRINGEMENT.** Provider warrants to the Board that Provider, in connection with performing the Services, will not infringe any patent, trademark, copyright, trade secrets, confidential information or any other proprietary right of any person. Provider further represents and warrants to the Board that neither Provider nor any other company or individual performing Services pursuant to this Agreement is under any obligation to assign or give any work done under this Agreement to any third party.

25. **USE OF DATA / INFORMATION.** Information and other data developed or acquired by or furnished to Provider in the performance of this Agreement shall, to the extent applicable, remain the Board's property, and shall be used only in connection with Services.

26. **DEFINITIONS.** As used in this Agreement, the following terms mean: (a) "person" means any natural person, firm, association, partnership, corporation or other form of legal entity; (b) "Eligible Student" means a student enrolled in the St. Louis Public Schools eligible to receive supplemental educational services pursuant to the NCLB; (c) "Supplemental Educational Services" or "Services" means tutoring and other supplemental academic enrichment services that comply with all requirements of the NCLB, the NCLB's implementing regulations and this Agreement.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

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

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Insurance Coverage Required

Comprehensive Liability	\$1,000,000.00
Automotive Liability	\$1,000,000.00
Workers' Compensation	\$1,000,000.00
Employer's Liability	\$2,000,000.00
Other	\$ N/A



BOARD RESOLUTION

Date: July 25, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Cleopatra Figgures, Dep. Supt., Accountability

Agenda Item : 68-16-11-07
Information: ☐
Action: ☒

Action to be Approved: Contract

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

RFP/Bid # 011-1011
Prior Year Cost \$295,000.00

SUBJECT: To approve a sole source contract with CTB/McGraw-Hill to purchase and administer the Acuity formative assessment program for grades 3-8 during the 2011-2012 school year. This includes tests, scoring, reporting and professional development from CTB/McGraw-Hill in an amount not to exceed \$395,000.00.

BACKGROUND: CTB/McGraw-Hill has administered the District's Acuity predictive assessments at grades 3-8 since 2005. The Acuity formative assessment serves as the District's elementary and middle school benchmark test and provides predictive data to inform instructional planning and preparation for MAP GLE testing. CTB was chosen through the RFP process.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 1.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: \$395,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$395,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600000498

Department: Accountability

Dr. Cleopatra Figgures, Dep. Superintendent

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 6/2/11
Dept / School: Accountability/Assessment		Reported By: C. Figgures
Vendor: CTB McGraw/Hill		Vendor #: 600000498
Contract # / P.O. #: 4500152687		Contract Name: Acuity
Contract Amount: \$ 295,000.00		Award Date: 7/06/10
Purpose of Contract (Brief Description):		
Formative Assessment for middle and elementary schools 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 4 <u>3X</u> 2 1	
Timeliness of Delivery or Performance	5 4 <u>3X</u> 2 1	Kinks in file uploads
Business Relations	<u>5X</u> 4 3 2 1	Company is very responsive
Customer Satisfaction	<u>5X</u> 4 3 2 1	Company is very responsive to concerns
Cost Control	5 <u>4X</u> 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 X No



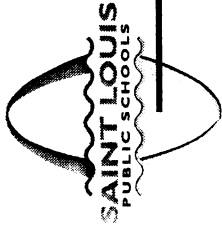
REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Bertha P. Doar	Date: July 25, 2011
Department / School: Accountability and Assessment Office	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)	
Purchase and administer the Acuity formative assessment program for grades 3 to 8. This includes the purchase of tests, scoring, reporting and professional development from CTB/McGraw-Hill. These copyrighted materials help to predict and improve MAP GL performance.	
Vendor Name: CTB McGraw/Hill	Email: Dave Irby@ctb.com
Vendor Contact: Dave Irby	Phone Number: 817-3014386
Justification Information	
1. Why the uniquely specified goods are required?	
Allows the District to maintain a consistent grade 3-8 data source; provides MAP predictive data; Part of MSIP 9.1 assessment standard requirement and accountability plan compliance.	
2. Why good or services available from other vendors /competitors are not acceptable?	
These are copyrighted materials from CTB/McGraw-Hill that have been in place for five years; change would cause assessment misalignment and require training and modification of the student data warehouse system.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
CTB McGraw/Hill is the DESE vendor for MAP GL. The company and assessment are on the DESE recommended assessment list.	
4. List the Names of other Vendors contacted & Price Quotes:	
<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.



Bertha P. Doar, Ph.D.
Director of Assessment

Bertha.Doar@slps.org
314-345-2360

June 2, 2011

TO: Dr. Figgures, Deputy Superintendent of Accountability
FR: Bertha Doar, Director of Assessment
RE: Evaluation of RFPs for an Assessment Management System

During the fall of 2010 the Assessment Advisory Committee (AAC) had several meetings to review and critique the prior RFP for a Benchmark Assessment System for the St. Louis Public Schools, other RFPs for Assessment Management Systems, and perceived needs of the district. A final RFP was submitted and five vendors responded. One vendor did not offer any assessments or item banks, a critical need in the RFP; and was dropped from consideration. The four remaining vendors presented, three-hours each, to the AAC on January 6 and 7th. Additional materials were requested of the vendors and members of the AAC reviewed the demonstration sites and additional materials.

The AAC discussed their findings and recommended that EDMIN be considered as the main Assessment Management System to replace SchoolNet for high schools. The district has had a long standing relationship with CTB/McGraw-Hill and their Acuity benchmark assessment system. Acuity can be given three times a year and helps to predict student performance on the state mandated assessments for grades 3 to 8. CTB also submitted a proposal for review. The committee and additional central administration offices determined it in the best interest of the district to continue with Acuity as the elementary and middle school benchmark assessment vendor for FY12. Meanwhile, the primary focus of EDMIN for FY12 would be to replace the secondary level benchmark assessment system.

If you have further questions or concerns, please feel free to contact me.

Amendment No. 006 Professional Services Agreement

This Amendment No. 006 (Amendment 006) made effective as of May 26, 2011 by and between **CTB/McGraw-Hill LLC**, with an office at 20 Ryan Ranch Road, Monterey, California 93940 ("CTB") and **St. Louis Public Schools** with an office at 801 N. 11th Street, St. Louis, Missouri 63101 ("SLPS"), (CTB and SLPS shall be collectively referred to as "the Parties").

Whereas, the Parties entered into a Professional Services Agreement dated October 1, 2005 (the "Agreement"); and amended as follows: Amendment 001 dated August 28, 2008; Amendment 002 dated June 15, 2009; Amendment 003 dated October 19, 2009; Amendment 004 dated January 29, 2010; and Amendment 005 dated July 31, 2010.

Whereas, the Parties wish to continue the Project for an additional one year term;

Whereas, the parties entered into good faith negotiations to amend the Agreement; and

Whereas, the Parties wish to clarify, add to, and/or change certain elements of the scope of work and pricing for this Amendment 006;

Now Therefore, the Agreement is hereby amended as follows:

The Agreement is hereby amended and modified as follows:

1. Paragraph 1 entitled "SCOPE OF WORK AND DELIVERY SCHEDULE" is amended to add Exhibit A4 entitled "Modified Scope and Price for 2011-2012" and is attached hereto and made a part of this Amendment 006. Exhibit A4 sets forth the scope of work and price for the period covered under this Amendment 006.

The Parties affirm that the original Exhibit A shall generally continue to describe the project and the scope of work. However tasks originally intended to be performed once, are not intended to be duplicated unless explicitly agreed. Further definition of the project and scope of work is provided by CTB's updated standard Terms of Service and Licensing Agreement set forth in Amendment 006, and shall remain in force.

2. Exhibit A4 lists services being provided to SLPS during the Extension Period as defined in Paragraph 1. Specific clarifications regarding the original Exhibit A scope of work follow:

- a. Shelf Predictives include both multiple choice (MC) and constructed response (CR) items. St. Louis Public Schools staff will be responsible for scoring CR items.

3. Paragraph 2 TERM is amended as follows:

- a. To extend the Agreement through July 31, 2012 (the "Extension Period"); and
- b. To add the following language to the paragraph: Following the Extension Period set forth in this Amendment 006, the term of the Agreement may be extended or renewed for two additional one-year periods only by a written instrument signed by authorized representatives of both Parties expressly setting forth the extension or renewal of the term.

4. Paragraph 4 COMPENSATION is amended as follows:

- a. Pricing for the Extension Period in this Amendment 006 shall be set forth in Exhibit A4 attached hereto.
- b. Pricing for the two optional renewal periods are set forth in Exhibit A4 attached hereto.

The Total Fees indicated within Exhibit A4 represent a firm fixed project price, covering up to a maximum number of units shown in the exhibit. Total pricing and unit pricing have been based upon the minimum package of items and quantities reflected. Should additional quantities be required, they may be purchased at the indicated unit prices.

5. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

**BOARD OF EDUCATION OF THE
CITY OF ST. LOUIS**

By: _____
Authorized Signatory

Print Name & Title

Date: _____

CTB/McGRAW-HILL LLC

By: _____
Authorized Signatory

Print Name & Title

Date: _____

Exhibit A4
St. Louis Public Schools
Modified Scope and Price – 2011-2012

Item	Description	Quantity	Unit Price	Extended Price
1	Grade 2 Acuity subscriptions inclusive of the following: platform; database and reporting functions; 4 Math and Communication Arts Diagnostic tests per content area; 1 Math and Communication Arts Predictive test per content area; custom item bank; and instructional resources.	2,000	\$13.35	\$26,700.00
2	Grades 3-8 Acuity subscriptions inclusive of the following: platform; database and reporting functions; 3 Math and Communication Arts Predictive tests per grade per content area (A, B, and C); custom item bank; and instructional resources.	12,000	\$11.44	\$137,280.00
3	Printed answer sheets for Grades 2-8 Predictive administrations and one Grade 2 Diagnostic administration <ul style="list-style-type: none"> • Barcoded answer sheets • Blank answer sheets (10% overage) 	80,000 8,000	\$0.44 \$0.17	\$35,200.00 \$1,360.00
4	Training and professional development: <ul style="list-style-type: none"> • Introduction to Acuity • Data Analysis • Advanced Acuity • Writing High Quality Items • Rubric Scoring • Food Services or Sessions (limit of 415 participants) 	2 2 4 2 2	\$3,200.00 \$3,300.00 \$4,200.00 \$5,758.00 \$3,772.00	\$6,400.00 \$6,600.00 \$16,800.00 \$11,516.00 \$7,544.00 \$4,882.00
5	Additional Custom Work <ul style="list-style-type: none"> • Calculation exceptions (Calc Exception) for constructed response items (CR's) 			\$83,504.00
	Total Fees			\$337,786.00

Exhibit A4 (cont.)
St. Louis Public Schools

Pricing for Renewal Terms

CTB offers the following subscription pricing to SLPS for the renewal terms of 2012/2013 and 2013/2014. The prices below assume the same subscription scope as in year 2011/2012 of the Agreement.

Acuity per-student subscription prices:

Description	Year 2012-2013	Year 2013-2014
Grade 2	\$13.75	\$14.17
Grades 3-8	\$11.78	\$12.13

Additional services of answer sheets, training/professional development and custom development are available. Pricing for these additional services will be provided when the scope of work is defined for each renewal term.

Exhibit A4 (cont.)
St. Louis Public Schools

TRAINING DESCRIPTION

Introduction to Acuity for Classroom Teachers

Audience: St. Louis educators (Maximum audience size 25 people per session)

Location: Computer Lab

Duration: 1 full-day session or 2 half-day sessions

Introduction to Acuity provides the fundamentals needed to administer Acuity. This training will review the components of the Acuity Formative Assessment program: the types of assessments, the reports, the instructional resources, and the custom item bank. Participants will learn to view and administer assessments, manage a class, assign student resources, access reports, and view the system from the student, teacher, and administrative perspective. We will spend most of the time hands-on so educators can work directly on the Acuity system.

Objectives

- Navigate Acuity assessments, reports, Instructional Resources
- Use the custom Item Bank to create assessments and assign to students
- Understand Acuity Management functions – create, edit, delete classes and users in the system

Data Analysis

Audience: St. Louis educators (Maximum audience size 25 people per session)

Location: Computer Lab

Duration: 2 half-day sessions per day

The Acuity trainer will take a representative from every school through a brief refresher on how to access, understand, and use Acuity reports. Educators will then access their own reports and use graphic organizers to analyze their students' performance data and create short and long-term action plans.

In this session the following topics are covered:

- Understand Acuity Reports
- Access your own students' data in order to create short and long-term action plans
- Access Acuity instructional tools to assign to students

Exhibit A4 (cont.)
St. Louis Public Schools

Advanced Acuity

Audience: St. Louis educators (Maximum audience size 25 people per session)

Location: Computer Lab

Duration: 2 days – *Communication Arts on Day 1 and Math on Day 2*

Advanced Acuity will connect assessment with instruction. Educators will identify the strengths, challenges, and critical needs of their students and compare with other data sources and the state accountability test to see if there are patterns in the data. Then, educators will use this information to make observations about their instruction and curriculum, create an action plan, and discuss implementation of the plan by sharing instructional strategies

The topics in *Advanced Acuity* are available based on your school/districts level of knowledge: basic, intermediate, and expert. Acuity's Professional Development team will work with your school/district to determine the level on which you would like to learn the topics.

Objectives

- explore ways to look deeper into Acuity results
- examine alignment related to where students are now and where educators want them to be
- identify gaps between where students are and where they need to be by the end of the year
- focus on effective classroom instruction to close the achievement gaps.

In order for educators to participate in the *Advanced Acuity* training, they must have already completed the Introduction to Acuity and Data Analysis. Each day focuses on one subject: Language Arts on one day and Math on the other day. There will be a maximum of 25 participants allowed per training.

Writing High Quality Items

Audience: St. Louis educators (Maximum audience size 25 people per session)

Location: Computer Lab

Duration: 1 full-day session

This workshop will teach educators how to write high quality items and use the item authoring tool to enter into Acuity so they can make customized assessments. Educators will learn assessment terminology and general guidelines for creating high quality items. They will then write their own items and enter them into the Item Bank.

Objectives

- Understand assessment terminology
- Learn and practice the general guidelines for writing high quality multiple choice and constructed response items as well as rubrics

- Discuss depth of knowledge
- Write your own high quality items

Rubric Scoring

Audience: St. Louis educators (Maximum audience size 25 people per session)

Location: Computer Lab

Duration: 1 full-day session

Educators will learn how to score students' constructed response items using the rubric. Educators will then enter the scores into Acuity and view reports.

General:

- CTB will be responsible for providing sufficient copies of any printed materials required for the training sessions.
- CTB will be responsible for providing meal and refreshment service for registered attendees during the sessions.
- St. Louis Public Schools will be responsible for providing the Computer Lab training room venue, making attendees available, and covering any other SLPS attendee's expenses and salaries.

Exhibit A4 (cont.)
St. Louis Public Schools

CUSTOM WORK DESCRIPTION

- Calc Exceptions Process for Scoring/Reporting of multiple choice (MC) and constructed response (CR) items:
 1. CTB to create copies of the MO Shelf Predictive forms for Grades 2-8. CRs will be maintained on the forms, but initially marked as Calc Exceptions. Note that there are no CRs on Grade 2 Readiness Math.
 2. SLPS to administer the Predictive assessments within the 2011/2012 test windows below. Specific testing dates will be mutually agreed upon by the Parties.
 - a. Predictive A 9/5/11 – 9/23/11
 - b. Predictive B 11/21/11 – 12/9/11
 - c. Predictive C 1/23/12 – 2/10/12
 3. SLPS to pull District, School, Class, and Student assessment reports for MC predictions only, after testing is complete; and SLPS has scanned the data files and uploaded them into Acuity after each testing window ends for each test administration based on the testing dates mutually agreed upon by the Parties.
 4. SLPS must enter all CR scores no later than two (2) weeks after each testing window ends for each test administration based on the testing dates mutually agreed upon by the Parties.
 5. CTB to remove the Calc Exception flags, and reload and rerun the scoring tables to include the CRs after each testing window ends for each test administration based on the testing dates mutually agreed upon by the Parties.
 6. SLPS to pull District, School, Class, and Student assessment reports for the combination of MC & CR based predictions, after each testing window ends and all tasks for scoring CRs are complete for each test administration based on the testing dates mutually agreed upon by the Parties.



BOARD RESOLUTION

Date: July 25, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Sheila Smith-Anderson, Exec. Dir., Curriculum & Instruction

Agenda Item : 08-16-11-08
Information: ☐
Action: ☒

Action to be Approved: Purchase of Good (s)

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

SUBJECT: To approve the purchase of Reading Street preschool instructional materials and training materials from Pearson. The purchase will not exceed \$44,002.46.

BACKGROUND: Early Childhood is opening 25 additional classrooms as part of its expansion program. This request is to provide the same communication arts curriculum materials, Reading Street, as those currently used in the previously established classrooms. This curriculum is aligned with Missouri Pre-K Standards and the Project Construct framework.

Accountability Plan Goals: Goal I: Student Performance

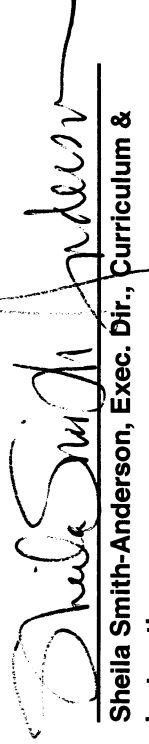
Objective/Strategy: 1. D.



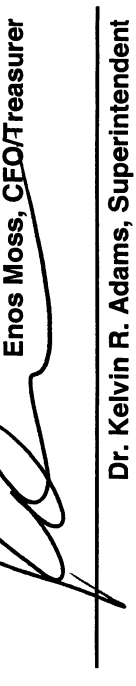
FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source: 847-NC-110-1111-6421	GOB	Requisition #:
Amount: \$44,002.46		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$44,002.46	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600009819

Department: Early Childhood

Requestor: Dr. Sheryl Davenport


Sheila Smith-Anderson, Exec. Dir., Curriculum &
Instruction


Angela Banks, Budget Director

Enos Moss, CEO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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PEARSON

SLPS PreK Reading 2011

School Information:

ST LOUIS CITY PUBLIC SCH DIST

School/District Name

801 N 11th St

Address

Saint Louis, MO 63101

City / State / ZIP

(314)-231-3720

Phone Number

Purchase Summary			
Description	Amount Free	Amount Charged	
		Services	Total
	\$0.00	\$0.00	\$41,511.75
Subtotal	\$0.00	\$0.00	\$41,511.75
6% Shipping & Handling			\$2,490.70
Total	\$0.00	\$0.00	\$44,002.46

* Prices effective through Sept. 30, 2011.

** Prices do not include applicable taxes.

*** Districts/schools registering to use OASIS for the first time receive a promo code for 3% freight. This code is good for every K12 order shipped via ground purchased through OASIS for the first 30 days after an account is activated.

**** Titles are subject to change without notice.

Description	ISBN	Price	Quantity Charge	Quantity Free	Total Services		Total Products		Total Charge
					Charge	Free	Charge	Free	
READING 2007 PRE-K PACKAGE	0328232823	1,660.47	25	0	0.00	0.00	41,511.75	0.00	41,511.75
Subtotal					\$0.00	\$0.00	\$41,511.75	\$0.00	\$41,511.75
Purchase Subtotal					\$0.00		\$41,511.75	\$0.00	\$41,511.75
6% Shipping & Handling							2,490.71		2,490.71
Totals					\$0.00	\$0.00	\$44,002.46	\$0.00	\$44,002.46
Proposal Grand Total: \$44,002.46									

Districts/schools registering to use OASIS for the first time receive a promo code for 3% freight. This code is good for every K12 order shipped via ground purchased through OASIS for the first 30 days after an account is activated.

* Prices effective through Sept. 30, 2011.
** Prices do not include applicable taxes.
*** Titles are subject to change without notice.

Note: This is a cost proposal. It is not a formal contract.

Patrick McCue
1652 McQuade Drive
St. Peters, MO 63376

Voice Mail: 800-354-6611 Ext 6394
FAX: 636-754-0539
patrick.mccue@pearson.com

Ordering Information:

Schools: Simply enclose your official purchase order, authorized signature, and title.

Teachers: We can bill your school if you provide an approved P.O.

Individuals: Please enclose check, money order, or credit card information.

Shipping Charges:

All orders are billed approximately 10% shipping & handling. Orders under \$100 may be billed more.

International and overseas shipping and handling are slightly higher.

Special handling is additional on all orders.

All prices are in U.S. dollars, guaranteed until Sept. 30, 2011. Please call for current prices.

Districts/schools registering to use OASIS for the first time receive a promo code for 3% freight. This code is good for every K12 order shipped via ground purchased through OASIS for the first 30 days after an account is activated.

Ship To:	Please Print
NAME	
E-MAIL ADDRESS	
INSTITUTION	
ADDRESS	
CITY	
STATE	
ZIP	
PHONE #	
BEST TIME TO CALL	
Bill To:	
NAME	
E-MAIL ADDRESS	
INSTITUTION	
ADDRESS	
CITY	
STATE	
ZIP	
PHONE #	
BEST TIME TO CALL	
<input type="checkbox"/> Pre-Paid Order	
<input type="checkbox"/> Check	
<input type="checkbox"/> Money Order Enclosed	
PURCHASE ORDER NO.	
AUTHORIZED SIGNATURE	
TITLE	
<input type="checkbox"/> Credit Card Order:	
<input type="checkbox"/> VISA <input type="checkbox"/> MasterCard <input type="checkbox"/> American Express <input type="checkbox"/> Discover	
CARD NO	
EXP. DATE	
SIGNATURE	

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Monday-Friday, 8am - 5pm EST; 8am - 6pm DST



BOARD RESOLUTION

Date: July 19, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Col. Lisa Taylor-Brown, Dir., School Safety Sec.

Agenda Item : 88-16-11-09
Information: ☐
Action: ☒

Action to be Approved: RFP/Bid

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

Previous Board Resolution # 10-14-10-11
Prior Year Cost \$7,568.00

SUBJECT: To approve the purchase of up to 150 uniforms for Safety and Security Officers from Leon Uniform Company for the 2011-2012 school year at a total cost not to exceed \$16,145.00.

BACKGROUND: Uniforms will consist of one (1) shirt and one (1) pair of trousers for each returning employee and three (3) shirts and two (2) pair of trousers for new hires. Currently the District has 126 returning Safety & Security Officers that will receive a uniform. Leon Uniform Company was selected through the bid process. In the past, the company has provided the Safety & Security Officers with quality products and exemplary service.

Accountability Plan Goals: Goal III: Facilities, Resources Support **Objective/Strategy:** III.B

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

Fund Source: 829-00-110-2333-6411	GOB	Requisition #: 10124681
Amount: \$16,145.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$16,145.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600003852

Department: Safety & Security

Requestor:

Col. Lisa Taylor Brown *Lisa Taylor*
Col. Lisa Taylor-Brown, Dir., School Safety Sec.

Angela Banks *Angela Banks*
Angela Banks, Budget Director

Enos Moss *Enos Moss*
Enos Moss, CFO/Treasurer

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

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RFP Evaluation Summary Uniform Purchase

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Leon Uniform Company	91.25	1	
Ed Roehr Uniform Company	62.5	2	
No Response			

Three Quotes
4-30-11



Evaluation Form Uniform Purchase

Leon Uniform Company

Criteria	Weight	Evaluation	Comments
Cost of Services Provided	30 Pts		
<ul style="list-style-type: none"> - Adequacy of Documentation of Cost - Cost within Budgetary Constraints - Location of servicing office - Availability for meeting special requests 		30 points	
Quality of Products/Services Provided	30 Pts		
<ul style="list-style-type: none"> - Product meets/addressess Specifications - Professionalism 		30 points	
Prior Working Relationship with District	15 Pts		
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work 		15 points	
Missouri School District Experience	5 Pts		
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Prior Work Completed for other School Districts 		5 points	
Meets Overall Requirements	15 Pts		
<ul style="list-style-type: none"> - Pricing includes P Card 		10 points	
M/WBE Participation	5 Pts		
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 		D	No Knowledge of M/WBE
Total Evaluation	100 Pts	90 points	

Rec'd Jan 25
July 20, 2011



Evaluation Form Uniform Purchase

Leon Uniform Company

Criteria	Weight	Evaluation	Comments
Cost of Services Provided	30 Pts		
<ul style="list-style-type: none"> - Adequacy of Documentation of Cost - Cost within Budgetary Constraints - Location of servicing office - Availability for meeting special requests 	30		I'VE BEEN WEARING LEON'S PRODUCT FOR THE LAST 30 YEARS, BASICALLY YOU GET WHAT YOU PAY FOR, THE COST IS REASONABLE IT'S WITHIN BUDGETARY CONSTRAINTS, MID-SOUTH WEST COUNTY, I HAVE NEVER BEEN DIS-SATISFIED WITH AVAILABILITY OF REQUESTING SPECIAL ORDERS
Quality of Products/Services Provided	30 Pts		
<ul style="list-style-type: none"> - Product meets/addressess Specifications - Professionalism 	30	30	YES THEY DO, AND HAVE DONE SO FOR THE PAST 20 YEARS, VERY PROFESSIONAL ORGANIZATION
Prior Working Relationship with District	15 Pts		
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work 	15	15	FOR THE PAST 20 YEARS
Missouri School District Experience	5 Pts		
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Prior Work Completed for other School Districts 	15	15	YES THEY HAVE BEEN FOR THE PAST 20 YEARS.
Meets Overall Requirements	15 Pts		
<ul style="list-style-type: none"> - Pricing includes P Card 	15	15	
M/W/BE Participation	5 Pts		
<ul style="list-style-type: none"> - Documents M/W/BE Participation - Meets District Goals 	0	0	
Total Evaluation	100 Pts	95	

L.T. STANLEY CHARLES WILKINUS



Evaluation Form Uniform Purchase

Leon Uniform Company

Criteria		Weight	Evaluation	Comments
Cost of Services Provided		30 Pts		
<ul style="list-style-type: none">- Adequacy of Documentation of Cost- Cost within Budgetary Constraints- Location of servicing office- Availability for meeting special requests			30	
		30 Pts		
Quality of Products/Services Provided		30 Pts		SINCE IVE BEEN WORKING IN SECURITY IVE PURCHASE ALL OF MY UNIFORMS AND EQUIPMENT FROM LEONS AND HAVE NO COMPLAINTS
- Professionalism			30	
Prior Working Relationship with District		15 Pts		
<ul style="list-style-type: none">- Prior Work Completed for the District- Level of Performance on Prior Work			15	
		5 Pts		
Missouri School District Experience		5 Pts		
<ul style="list-style-type: none">- Expertise in Education Field- Experience and Depth of Proposed Team- Prior Work Completed for other School Districts			5	
		15 Pts		
Meets Overall Requirements				
<ul style="list-style-type: none">- Pricing includes P Card			10	
M/WBE Participation		5 Pts		
<ul style="list-style-type: none">- Documents M/WBE Participation- Meets District Goals			0	
		100 Pts		
Total Evaluation			90	

Self Transf. 7-20-11



Evaluation Form Uniform Purchase

Leon Uniform Company

Criteria		Weight	Evaluation	Comments
Cost of Services Provided		30 Pts	30	
- Adequacy of Documentation of Cost - Cost within Budgetary Constraints - Location of servicing office - Availability for meeting special requests				
Quality of Products/Services Provided		30 Pts	30	
- Product meets/addresses Specifications - Professionalism				Excellent quality very professional when dealing with customers
Prior Working Relationship with District		15 Pts	15	Excellent Service
- Prior Work Completed for the District - Level of Performance on Prior Work				
Missouri School District Experience		5 Pts	5	
- Expertise in Education Field - Experience and Depth of Proposed Team - Prior Work Completed for other School Districts				
Meets Overall Requirements		15 Pts	10	
- Pricing includes P Card				
M/WBE Participation		5 Pts	0	
- Documents M/WBE Participation - Meets District Goals				
Total Evaluation		100 Pts	90	

See from Leon Uniform Company 11-30-11



Evaluation Form Uniform Purchase

Ed Roehr Uniform Company

Criteria	Weight	Evaluation	Comments
Cost of Services Provided	30 Pts	30	
- Adequacy of Documentation of Cost - Cost within Budgetary Constraints - Location of servicing office - Availability for meeting special requests			
Quality of Products/Services Provided	30 Pts	15	
- Product meets/addresses Specifications - Professionalism			
Prior Working Relationship with District	15 Pts	5	
- Prior Work Completed for the District - Level of Performance on Prior Work			Have not had a dealing with this company. However, several safety officers have purchased items from this company and stated that they were not pleased with the merchandise.
Missouri School District Experience	5 Pts	0	
- Expertise in Education Field - Experience and Depth of Proposed Team - Prior Work Completed for other School Districts			
Meets Overall Requirements	15 Pts	15	
- Pricing includes P Card			
M/WBE Participation	5 Pts	0	
- Documents M/WBE Participation - Meets District Goals			
Total Evaluation	100 Pts	65	

Ed Roehr Uniform Company
7-20-11



Evaluation Form Uniform Purchase

Ed Roehr Uniform Company

Ed Roehr Uniform Company			
Criteria	Weight	Evaluation	Comments
Cost of Services Provided	30 Pts		
<ul style="list-style-type: none"> - Adequacy of Documentation of Cost - Cost within Budgetary Constraints - Location of servicing office - Availability for meeting special requests 		30	
Quality of Products/Services Provided	30 Pts		
<ul style="list-style-type: none"> - Product meets/addressess Specifications - Professionalism 		15	SEVERAL OFFICERS HAVE PURCHASED PRODUCTS FROM THIS COMPANY AND HAVE HAD SEVERAL COMPLAINTS.
Prior Working Relationship with District	15 Pts		
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work 		5	
Missouri School District Experience	5 Pts		
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Prior Work Completed for other School Districts 		5	
Meets Overall Requirements	15 Pts		
<ul style="list-style-type: none"> - Pricing includes P Card 		5	
M/WBE Participation	5 Pts		
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 		0	
Total Evaluation	100 Pts	60	

Mary Rodgers 7-20-11



Evaluation Form Uniform Purchase

Ed Roehr Uniform Company

Criteria	Weight	Evaluation	Comments
Cost of Services Provided	30 Pts		
<ul style="list-style-type: none"> - Adequacy of Documentation of Cost - Cost within Budgetary Constraints - Location of servicing office - Availability for meeting special requests 		25	Also COMMENTS
Quality of Products/Services Provided	30 Pts		
<ul style="list-style-type: none"> - Product meets/addressess Specifications - Professionalism 		25	
Prior Working Relationship with District	15 Pts		
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work 		10	
Missouri School District Experience	5 Pts		
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Prior Work Completed for other School Districts 		5	
Meets Overall Requirements	15 Pts		
<ul style="list-style-type: none"> - Pricing includes P Card 		10	
M/WBE Participation	5 Pts		
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 		0	
Total Evaluation	100 Pts	65	

LT. STANLEY CHARLES WILLIAMS



Evaluation Form Uniform Purchase

Ed Roehr Uniform Company

Criteria	Weight	Evaluation	Comments
Cost of Services Provided	30 Pts		
<ul style="list-style-type: none"> - Adequacy of Documentation of Cost - Cost within Budgetary Constraints - Location of servicing office - Availability for meeting special requests 		30 points	
Quality of Products/Services Provided	30 Pts		
<ul style="list-style-type: none"> - Product meets/addressess Specifications - Professionalism 		15 points	
Prior Working Relationship with District	15 Pts		
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work 		0 points	
Missouri School District Experience	5 Pts		
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Prior Work Completed for other School Districts 		0 points	No Knowledge of School District + experience
Meets Overall Requirements	15 Pts		
<ul style="list-style-type: none"> - Pricing includes P Card 		15 points	
M/WBE Participation	5 Pts		
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 		0 points	No Knowledge of M/WBE
Total Evaluation	100 Pts	100 points	

Rec'd / Jan 5
July 20, 2011

September 20, 2011



BOARD RESOLUTION

Date: August 3, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Roger CayCe, Exec. Director-Operations/Bldg. Comm.

Agenda Item : 09-20-11-01

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # PS#18-1112

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

SUBJECT: To approve a contract with Advance Security & Technologies, LLC to install metal detectors at ten locations for Proposition S bond construction. This work shall begin on August 17, 2011 and be completed by September 16, 2011 at a cost not to exceed \$50,600.00 which includes a 10% contingency of \$4,600.00.

BACKGROUND: The existing metal detectors at the ten schools are in very poor condition. Replacement of these metal detectors will improve security and enhance student safety. The contractor will design-build the project. This work will not interrupt classroom activities. This work will be funded by the Proposition S Bond Program under the Safety category estimated at \$1,300,000.00. With this project approved, the balance of the Safety budget is \$1,055,369.00.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

Fund Source: 905-00-910-2629-6333	Non-GOB	Requisition #: 10124890
Amount: \$50,600.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$50,600.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600014590

Department: Operations


Roger CayCe, Exec. Director-Operations/Bldg. Comm.

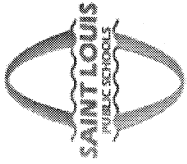

Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Mary M. Hoelihan, Dep. Supt., Operations


Dr. Kelvin R. Adams, Superintendent

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July 28, 2011

MEMORANDUM

TO: Rick Schaeffer: Purchasing Office

FROM: Roger L. CayCe

RE: Bid Evaluation Record for PS# 18-1112 Metal Detectors for Proposition S Bond Construction

The evaluation began at 7/26/11, 10:00 a.m. and was concluded at 7/28/11 10:00 a.m. The evaluation committee consisted of the following:

Roger L. CayCe	Executive Director of Operations	SLPS
Tom Goodrich	Project Manager	SLPS
Mike Dobbs	Project Manager	SLPS
Yvonne Green	Project Manager	SLPS
Ronald Roberts	Construction Manager	Kwame Building Group
Rick Schaeffer	Purchasing Office	SLPS

Bid from the following companies were evaluated and recorded as follows:

Company Name	Bid Amount	Overall Score	Award (Y/N)
Hackett Security, LLC	\$44,000	372	No
Advanced Security & Technologies	\$46,000	380	Yes
Rapiscan Systems, Inc	Invalid Bid	0	No

One copy of each evaluation form is on file along with this evaluation record in the operations department.

Roger L. CayCe
Executive Director of Operations

BID SUMMARY FOR PS 18-1112 METAL DETECTORS - PROP S						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "P" Card Included in Pricing	Vendor's Experience	Scores
Hackett Security, Inc	\$44,000.00	30% MBE 0%WBE	OK	Yes	Good	
Score	Max 40% (40)	Max 30% (23)	Max 10% (10)	Max 10% (10)	Max 10% (10)	93%
Advance Security & Technologies, LLC	\$46,000.00	100% MBE 0% WBE	OK	Yes	Good	
Score	Max 40% (35)	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	95%
Rapiscan, Systems	Invalid Bid	Invalid	Invalid	Invalid	Invalid	Invalid
	Did not attend mandatory bid meeting	Invalid	Invalid	Invalid	Invalid	Invalid
Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	Max 10% ()	

BID SUMMARY FOR PS 18-1112 METAL DETECTORS - PROP S						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "P" Card Included in Pricing	Vendor's Experience	Scores
Hackett Security, Inc	\$44,000.00	30% MBE 0%WBE	OK	Yes	Good	
Score	Max 40% (40)	Max 30% (23)	Max 10% (10)	Max 10% (10)	Max 10% (10)	93%
Advance Security & Technologies, LLC	\$46,000.00	100% MBE 0% WBE	OK	Yes	Good	
Score	Max 40% (35)	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	95%
Rapiscan, Systems	Did not attend mandatory bid meeting	Invalid Bid	Invalid	Invalid	Invalid	Invalid
		Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	

BID SUMMARY FOR PS 18-1112 METAL DETECTORS - PROP S						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "P" Card Included in Pricing	Vendor's Experience	Scores
Hackett Security, Inc	\$44,000.00	30% MBE 0%WBE	OK	Yes	Good	
Score	Max 40% (40)	Max 30% (23)	Max 10% (10)	Max 10% (10)	Max 10% (10)	93%
Advance Security & Technologies, LLC	\$46,000.00	100% MBE 0% WBE	OK	Yes	Good	
Score	Max 40% (35)	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	95%
Rapiscan, Systems	Invalid Bid	Invalid	Invalid	Invalid	Invalid	Invalid
	Did not attend mandatory bid meeting	Invalid	Invalid	Invalid	Invalid	Invalid
Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	Max 10% ()	

BID SUMMARY FOR PS 18-1112 METAL DETECTORS - PROP S

Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "P" Card Included in Pricing	Vendor's Experience	Scores
Hackett Security, Inc	\$44,000.00	30% MBE 0%WBE	OK	Yes	Good	
Score	Max 40% (40)	Max 30% (23)	Max 10% (10)	Max 10% (10)	Max 10% (10)	93%
Advance Security & Technologies, LLC	\$46,000.00	100% MBE 0% WBE	OK	Yes	Good	
Score	Max 40% (35)	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	95%
Rapiscan, Systems	Invalid Bid Did not attend mandatory bid meeting	Invalid	Invalid	Invalid	Invalid	Invalid
Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	Max 10% ()	



BOARD RESOLUTION

Date: August 1, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Roger CayCe, Exec. Director-Operations/Bldg. Comm.

Agenda Item : 09-20-11-02

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # PS#20-1112

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

SUBJECT: To approve a contract with Midwestern Design & Construction/Blanton, joint venture to provide stair tread replacement at Sumner High School for Proposition S bond construction. This work shall begin on August 17, 2011 and be completed by September 16, 2011 at a cost not to exceed \$125,167.00 which includes a 10% contingency of \$11,379.00.

BACKGROUND: The current interior stair treads throughout Sumner High School are in very poor condition and have become a tripping hazard. The contractor will design-build the stair tread replacement project. This work will be performed while students are not in class. This work will be funded by the Proposition S Bond Program under the upgrade of Safety projects estimated at \$1,300,000.00. With this project and others previously approved, the balance of the building envelopes budget is \$930,202.00.


Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

Fund Source: 905-00-910-2629-6333	Non-GOB	Requisition #: 10124841
Amount: \$125,167.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$125,167.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600014549

Department: Operations



Roger CayCe, Exec. Director-Operations/Bldg. Comm.



Angela Banks, Budget Director

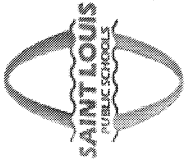


Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

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July 28, 2011

MEMORANDUM

TO: Rick Schaeffer: Purchasing Office

FROM: Roger L. CayCe

RE: Bid Evaluation Record for PS# 20-1112 Stair Tread Replacement for Proposition S Bond Construction at Sumner High School

The evaluation began at 7/28/11, 10:00 a.m. and was concluded at 7/28/11, 12:00 noon. The evaluation committee consisted of the following:

Roger L. CayCe	Executive Director of Operations	SLPS
Tom Goodrich	Project Manager	SLPS
Mike Dobbs	Project Manager	SLPS
Yvonne Green	Project Manager	SLPS
Rick Schaeffer	Purchasing Officer	SLPS
Ron Roberts	Construction Manager	Kwame Building Group

Bid from the following companies were evaluated and recorded as follows:

Company Name	Bid Amount	Overall Score	Award (Y/N)
Midwest/Blanton Joint Venture	\$113,788.00	400	Yes

One copy of each evaluation form is on file along with this evaluation record in the operations department.

Roger L. CayCe
Executive Director of Operations

BID SUMMARY FOR PS 20-1112 STAIR TREAD REPLACEMENT AT SUMNER HIGH SCHOOL						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "P" Card Included in Pricing	Vendor's Experience	Scores
Midwestern Design & Construction / Blanton Joint Venture	\$113,788	100% MBE 0%WBE		Yes		
Score	Max 40% (40)	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	100%
Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	Max 10% ()	0%

BID SUMMARY FOR PS 20-1112 STAIR TREAD REPLACEMENT AT SUMNER HIGH SCHOOL						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "P" Card Included in Pricing	Vendor's Experience	Scores
Midwestern Design & Construction / Blanton Joint Venture	\$113,788	100% MBE 0%WBE		Yes		
Score	Max 40% (40)	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	100%
Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	Max 10% ()	0%

BID SUMMARY FOR PS 20-1112 STAIR TREAD REPLACEMENT AT SUMNER HIGH SCHOOL						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "P" Card Included in Pricing	Vendor's Experience	Scores
Midwestern Design & Construction / Blanton Joint Venture	\$113,788	100% MBE 0%WBE		Yes		
Score	Max 40% (40)	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	100%
Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	Max 10% ()	0%

BID SUMMARY FOR PS 20-1112 STAIR TREAD REPLACEMENT AT SUMNER HIGH SCHOOL						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "P" Card Included in Pricing	Vendor's Experience	Scores
Midwestern Design & Construction / Blanton Joint Venture	\$113,788	100% MBE 0%WBE		Yes		
Score	Max 40% (40)	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	100%
Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	Max 10% ()	0%



BOARD RESOLUTION

Date: August 8, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Althea Albert-Santiago, Director, Food Service

Agenda Item : 09-20-11-03

Information: ☐

Action: ☒

Action to be Approved: RFP/Bid

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

RFP/Bid # RFP 041-1011

SUBJECT: To approve a contract with Dynamic Vending to provide beverage and snack vending machine services for a five year period. The five year contract is necessary to allow the vendor time to recoup the capital investment in the vending machines necessary to support all of the buildings in the District. The contract is renewable annually at the discretion of the Board. The first contract period will be September 21, 2011 through June 30, 2012.

BACKGROUND: In response to the RFP, Dynamic Vending has agreed to pay the District monthly commissions on the sales in all machines. We estimate the commissions under the new program will be in the range of \$100,000 to \$125,000, most of which will be returned to the schools. The vending machines will be operated in compliance with the Missouri Eat Smart Guidelines.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1.

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


Althea Albert-Santiago, Director, Food Service

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer


Mary M. Hodelihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

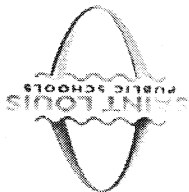
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RFP Evaluation Summary

Vending Machine Services

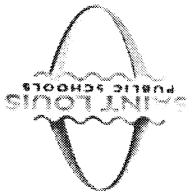
Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Pepsi	79.8	2nd	
Dynamic	86.4	1st	
Canteen	71.4	4th	
Harris & Pipkin	62	5th	
AVendCo	73	3rd	



RFP Evaluation Summary

Vending Machine Services

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Pepsi	89	4th	
Dynamic	90	1st	
Canteen	79	3rd	
Harris & Pipkin	85	5th	
AVendoCo	80	2nd	

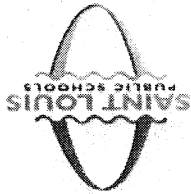


RFP Evaluation Summary Vending Machine Services

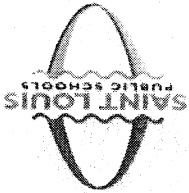
Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Pepsi	69 0	3	<p>poor response time</p> <p>the product</p>
Dynamic	76 0	1	<p>good response time</p> <p>multiple product in same machine</p> <p>need both snack & beverages</p> <p>good commission rates</p>
Canteen	61 0	4	
Harris & Pipkin	48 0	5	<p>poor relationship with principal</p>
AVendoCo	75 0	2	<p>may not be able to handle a lot of the size</p> <p>Used both snack & beverages</p> <p>Remote monitoring of product sales, malfunctions, etc.</p>

RFP Evaluation Summary

Vending Machine Services

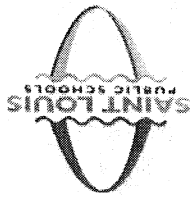


Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Pepsi	30	69	
Dynamic	01	83	
Canteen	40	67	
Harris & Pipkin	40	67	
AVendCo	02	82	



RFP Evaluation Summary Vending Machine Services

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Pepsi	0 92	2	Only Beverages
Dynamic	0 90	1	1 Vendor handle both Beverages & Snacks Products
Canteen	0 70	3	Does not cover all areas of RFP
Harris & Pipkin	0 67	5	Doesn't appear interested in SLPS business
AvendoCo	0 55	4	Can company handle volume of new business adequately



RFP Evaluation Summary

Vending Machine Services

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Pepsi	0	100	2
Dynamic	0	93	1
Canteen	0	80	3
Harris & Pipkin	0	63	5
AvendCo	0	73	4



BOARD RESOLUTION

Date: August 8, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 09-20-11-04

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 05-05-11-13

Prior Year Cost \$ 3,500

SUBJECT: To approve a sole source contract renewal for Professional Development and Training from The SEK Group for The Smaller Learning Communities Grant at Roosevelt and Gateway Technical High School. The contract will be for the period September 21, 2011 through June 30, 2012 at a cost not to exceed \$7,000.00.

BACKGROUND: The Smaller Learning Communities Grant is designed to focus on personalizing the educational environment for students at large urban high schools. One of the program strategies identified is to help teachers and administrators develop new programs to better support students academically and behaviorially. The SEK Group helps develop workshops and presentations in order for Roosevelt and Gateway to create and implement these new programs.

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: 816-VM-291-1151-6319	Non-GOB	Requisition #: 10124866
Amount: \$7,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$7,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600013302

Department: Secondary Education

Requestor: Dan Edwards

Angela Banks, Budget Director

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



Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Dr. Dan Edwards	Date: July 28, 2011
Department / School: Secondary Education	Phone Number:
<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)	
Vendor Name: SEK Group	Email:
Vendor Contact: Susan Katzman	Phone Number: 314-725-8041
Justification Information	
1. Why the uniquely specified goods are required?	
The SEK Group provides on-going professional development for teachers and administrators in the implementation of Smaller Learning Communities. This training will be offered in a workshop of Roosevelt and Gateway teachers.	
2. Why good or services available from other vendors /competitors are not acceptable?	
The SEK Group is involved in assisting with the Professional development training of both Roosevelt and Gateway's teachers and administrators which is designed specifically in areas of team building and Administrative Leadership to help build successful teams at each school.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
4. List the Names of other Vendors contacted & Price Quotes:	
The SEK Group charges \$100 per hour for training and support.	
<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

JLE

Sole Source Checklist

1. Check one of the following:

X 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.



Vendor Performance Report

Type of report: Final XX Quarterly <input type="checkbox"/>		Report Date: August 1, 2011	
Dept / School: Smaller Learning Communities		Reported By: Deb Coco	
Vendor: The SEK Group		Vendor #: 600013302	
Contract # / P.O. #: 4500157492		Contract Name: Support and Training for Smaller Learning Communities	
Contract Amount: \$ 3,000		Award Date: 5/19/2011	
Purpose of Contract (Brief Description): To support and train teachers and administrators in the area of curriculum development for the Smaller Learning Communities Grant.			
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 4 3 2 1		
Timeliness of Delivery or Performance	5 4 3 2 1		
Business Relations	5 4 3 2 1		
Customer Satisfaction	5 4 3 2 1		
Cost Control	5 4 3 2 1		
Average Score	4.8	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"/>	

VENDOR PERFORMANCE REPORT INSTRUCTIONS

Type of report Identify if this is a final report or a quarterly report (3 months)

Report Date The date the report is prepared

Department Indicate the name of the reporting department

Reported By Please sign your name

Vendor Enter the vendor's name

Vendor Number Enter the vendor's assigned number

Contract # / PO # Enter the assigned contract # or the purchase order # for the goods or services being reported

Contract Name The official name used when the contract was solicited

Contract Amount The total dollar value of the contract: the amount listed on the Board Resolution

Award Date Enter the date that the Board approved this contract

Contract Description Provide a brief description of the work being done under the contract

Performance Ratings In the comment column provide the rationale for the rating you give

Indicate the contract requirements that were exceeded, were not exceeded, or were not met by the vendor

Performance Ratings Guidelines

Rating	Category	Description
5	Exceptional	Met all performance requirements; Minor problems; Effective corrective actions; Improved performance; Quality results
4	Very Good	Met all performance requirements; Minor problems; Effective corrective actions
3	Satisfactory	Met all performance requirements; Minor problems; Satisfactory corrective actions
2	Marginal	Some performance requirements not met; Performance reflects some serious problem; Ineffective corrective actions
1	Unsatisfactory	Most performance requirements are not met; Recovery not likely

Performance Categories Descriptions

Category	Description
Quality of Goods and / or Services	Rate the vendor's technical performance or the quality of the product or services delivered under the contract
Timeliness of Delivery or Performance	Rate the vendor's performance based on the delivery requirements of the contract. If the vendor significantly exceeded the requirements (to SLPS' benefit); quickly resolved delivery issues
Business Relations	Rate the vendor's professionalism; responsiveness; significantly exceeded expectations; customer service; limited change orders
Customer Satisfaction	Rate the vendor based on feedback you receive from your customers (end-users)
Cost Control	Make your ratings based on the vendor's effectiveness in forecasting, managing and controlling contract cost. This assesses whether the vendor met original cost estimated or needed to negotiate cost changes to meet contract requirements

Sole Source Checklist

1. Check one of the following:

X 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: August 9, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Blake Youde, Dep. Supt., Institutional Advancement

Agenda Item : 09-20-11-05
Information: ☐
Action: ☒

Action to be Approved:
Memorandum of Understanding

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

SUBJECT: To approve a Memorandum of Understanding to establish a partnership between the Human Development Corporation (HDC) and the St. Louis Public Schools in order to provide support services directly to students at Yeatman Liddell Preparatory Academy and the surrounding community through the school's Community Education Full Service School function.

BACKGROUND: HDC is a community development and social service agency that has partnered with SLPS for many years, mostly through the Community Education Full Service Schools. The object of this MOU is to increase and focus the efforts of HDC in and around Yeatman Liddell for the purpose of improving student academic achievement and providing access to social services in the neighborhood around the school.

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: Institutional Advancement

Requestor: Blake Youde

Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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

This Memorandum of Understanding (“MOU”) is entered into by and between the Saint Louis Public Schools (“SLPS”) and the Human Development Corporation (“Agency”) on this 21st day of September, 2011.

The purpose of this Memorandum of Understanding is to establish a partnership between Agency and the St. Louis Public Schools in order to provide support services directly to students at Yeatman Liddell Preparatory Academy and the surrounding community through the school’s Community Education Full Service School function.

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) Identify students to receive mentoring; enrichment programs for special needs students; before, during and after school enrichment programs
- (b) Provide adequate space in the school building to provide student offerings as well as expanded programming through the Community Education function

6. Obligations of Agency:

- (a) Provide students with mentoring; enrichment programs for special needs students; before, during and after school enrichment programs
- (b) Provide the following programs through the Community Education Full Service School function at Yeatman:
 - Literacy, GED Programming, ESL/ASL
 - Energy Assistance (LIHEAP)
 - Housing/Rent Assistance
 - Financial Literacy and Banking Assistance (Alex Fennoy Midwestern Bankcentre)
 - Workforce Development and Job Obtainment Counseling
 - Food Assistance, Healthy Living Counseling
 - Clothing
 - Job Readiness Programs
 - Transportation Services
 - Vision/Health/Dental Assistance
 - Parenting Classes
 - Counseling/Case Management
 - Technology Training
 - WIC
 - Operation Springboard will be offered to the students in the community with a focus of getting the high school age students of the Yeatman community ready for the workforce.
 - College and Secondary Education Counseling for the surrounding Community

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) Agency will provide a record of participants in the Community Education Full Service Schools programs

(b) Agency will provide a roster of student attendance in mentoring and enrichment programs along with academic areas of focus. SLPS will review the impact on student academic achievement by reviewing attendance records, behavior incidences and class grades for each student from the time period prior to receiving services, while services and offered and after services are completed.

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

(Agency)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____