

BOARD MEETING

THURSDAY, MARCH 10, 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

ST. LOUIS PUBLIC SCHOOLS
SPECIAL ADMINISTRATIVE BOARD MEETING
MARCH 10, 2011 –6:00PM
ADMINISTRATIVE BUILDING- 801 N. 11TH STREET

AGENDA

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance
- 4) Public Comments
- 5) Student/Staff Recognition(s)
- 6) Superintendent's Report
 - a) Information Items
 - 2010 District Audit Report
 - Accountability Report
 - b) Action Items
 - Consent Agenda
- 8) Board Member Updates
- 9) Adjournment

NOTES:

Consent Agenda

Consent Agenda

**ST. LOUIS PUBLIC SCHOOL DISTRICT
SUPERINTENDENT'S REPORT
March 10, 2011**

- 1.0** Preliminary
- 1.1** CONSENT AGENDA
- a) Information Items
- 2010 District Audit Report
 - Accountability Report
- 1.2** b) Business Items – Action Required
- Consent Agenda
- 03-10-11-01** To approve the additional purchase of communication arts student edition textbooks for the elementary schools from Pearson Learning in an amount not to exceed \$13,096.26.
FUNDING SOURCE: Non-GOB
- 03-10-11-02** To approve a sole source purchase of trade books to include student and teacher guides, successful reader packages and supporting materials from Renaissance Learning, Inc. in an amount not to exceed \$95,513.88. These materials will be utilized at Roosevelt and Gateway High Schools' Learning Communities Program.
FUNDING SOURCE: Non-GOB
- 03-10-11-03** To approve a Memorandum of Understanding with Dr. Dustan Mattingly to provide pain management workshops at the Nottingham and Shaw VPA Community Education Full Service Schools for the period March 11, 2011 through March 10, 2012.
FUNDING SOURCE: There is no cost associated with this request
- 03-10-11-04** To approve a contract with Tech Electronics to provide PBX software maintenance for the period July 1, 2011 through June 30, 2012 in an amount not to exceed \$28,157.
FUNDING SOURCE: GOB
- 03-10-11-05** To approve a contract with Schoolwires, Inc. to provide website hosting services and software licenses for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$51,300.
FUNDING SOURCE: GOB
- 03-10-11-06** To approve a contract renewal with AT&T for long distance telephone services for the period July 1, 2011 through June 30, 2012 in an amount not to exceed \$9,300.
FUNDING SOURCE: GOB
- 03-10-11-07** To approve a contract renewal with AT&T to continue to provide telephone Smart Trunks to support SLPS' telephone system for the period July 1, 2011 through June 30, 2012 in an amount not to exceed \$3,600.
FUNDING SOURCE: GOB
- 03-10-11-08** To approve a contract renewal with AT&T to continue to provide a Fiber Wide Area Network (WAN) infrastructure Opt-e-man to support high speed data access for the period July 1, 2011 through June 30, 2012 in an amount not to exceed \$136,000.
FUNDING SOURCE: GOB

- 03-10-11-09** To approve a contract renewal with Charter Business Solutions for local telephone services for the period July 1, 2011 through June 30, 2012 in an amount not to exceed \$30,100.
FUNDING SOURCE: GOB
- 03-10-11-10** To approve a contract renewal with Charter Business Solutions to continue to provide High Speed Internet Access for the period July 1, 2011 through June 30, 2012 in an amount not to exceed \$60,000.
FUNDING SOURCE: GOB
- 03-10-11-11** To approve a contract renewal with TSI, Inc. for cable maintenance services for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$97,384.
FUNDING SOURCE: GOB
- 03-10-11-12** To approve a contract renewal with TSI, Inc. to provide PBX telephone system maintenance for the period July 1, 2011 through June 30, 2012 in an amount not to exceed \$491,072.40.
FUNDING SOURCE: GOB
- 03-10-11-13** To approve a contract renewal with IPNS, LLC for Cisco network equipment end-of-life maintenance services for the period July 1, 2011 through June 30, 2012 in an amount not to exceed \$24,059.
FUNDING SOURCE: GOB
- 03-10-11-14** To approve a contract renewal with IPNS, LLC for Local Area Network (LAN) maintenance services for the period July 1, 2011 through June 30, 2012 in an amount not to exceed \$449,280.
FUNDING SOURCE: GOB
- 03-10-11-15** To approve a contract renewal with IPNS, LLC for Wide Area (WAN) maintenance services for the period July 1, 2011 through June 30, 2012 in an amount not to exceed \$589,680.
FUNDING SOURCE: GOB
- 03-11-10-16** To approve a contract renewal with IPNS, LLC for Uninterruptible Power Supply (UPS) maintenance services for the period July 1, 2011 through June 30, 2012 in an amount not to exceed \$13,715.76.
FUNDING SOURCE: GOB
- 03-10-11-17** To certify that the District satisfies criterion #1 through #5 of the application for Qualified Zone Academy Bonds (QZABs). The application will be submitted to the DESE for review and approval of a request for \$35,000,000 in QZABs. The bonds, if authorized, will be included as one of the financing options under the voter approved Proposition S.
FUNDING SOURCE: Non-GOB
- 03-10-11-18** To approve the January 2011 Monthly Board Transaction Report.

MARCH 31, 2011 ITEMS FOR CONSIDERATION

- 03-31-11-01** To ratify approval of a Memorandum of Understanding with the YWCA to provide the Emerging Entrepreneurs Program for grades 6-12 students for the period February 4, 2011 through June 7, 2013.
FUNDING SOURCE: There is no cost associated with this request
- 03-31-11-02** To approve a Memorandum of Understanding with the Metropolitan Police Department of the City of St. Louis to open and operate a Police Department satellite office at the Ford CEC Elementary School for the period March 11, 2011 through June 30, 2012.
FUNDING SOURCE: There is no cost associated with this request

- 03-31-11-03** To approve a Memorandum of Understanding with the Metropolitan Police Department of the City of St. Louis to open and operate a Police Department satellite office at the Hamilton CEC Elementary School for the period March 11, 2011 through June 30, 2012.
FUNDING SOURCE: There is no cost associated with this request
- 03-31-11-04** To approve a Memorandum of Understanding with Washington University to provide a tutoring program - "Latino Youth Tutoring/Mentoring" at the Long CEC Middle School for the period March 11, 2011 through June 30, 2012.
FUNDING SOURCE: There is no cost associated with this request
- 03-31-11-05** To approve a sole source contract with the Black Alliance for Educational Options (BAEO) to provide afterschool remediation programs, work with parent committees in an effort to engage parents as resources and to provide assistance with student government for the period March 11, 2011 through June 30, 2011 at a cost not to exceed \$40,000. The program will be held at the Columbia Elementary School.
FUNDING SOURCE: Non-GOB
- 03-31-11-06** To approve a sole source contract with the Black Alliance for Educational Options (BAEO) to provide afterschool remediation programs, work with parent committees in an effort to engage parents as resources and to provide assistance with student government for the period March 11, 2011 through June 30, 2011 at a cost not to exceed \$32,000. This program will be held at the Ashland Elementary School.
FUNDING SOURCE: Non-GOB
- 03-31-11-07** To approve a contract renewal with AT&T to provide cellular/wireless telephone services for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$28,000.
FUNDING SOURCE: GOB
- 03-31-11-08** To approve a contract renewal with IPNS, LLC for Cisco based maintenance services for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$200,000.
FUNDING SOURCE: GOB
- 03-31-11-09** To ratify approval of a payment to Medco in the amount of \$5,400 to transfer claim files to Express Scripts. During the benefits renewal process, Express Scripts was selected as the new Pharmacy provider.
FUNDING SOURCE: Non-GOB
- 03-31-11-10** To approve the Comprehensive Annual Financial Report (CAFR) and the Compliance Report for the Fiscal Year Ended June 30, 2010.

March 10, 2011



BOARD RESOLUTION

Date: February 8, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Carlinda Purcell, Dep. Supt., Academics

Agenda Item : 03-10-11-01

Information:

Action:

Action to be Approved: Purchase of Good (s)

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

SUBJECT: To approve the purchase of additional communication arts student editions for elementary schools from Pearson. The cost of the textbooks will not exceed \$13,096.26.

BACKGROUND: Several schools need additional editions of the communication arts textbooks to allow each student to have their own copy. The funds being used are from a grant to purchase student editions for elementary schools.

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-291-1151-6411	Non-GOB	Requisition #: 10122317
Amount: \$13,096.26		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$13,096.26	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600005234

Department: Secondary Education

Requestor: Dan Edwards

Carlinda Purcell
Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks
Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

SSA

PEARSON

SLPS Pre K Reading

School Information:

ST LOUIS CITY PUBLIC SCH DIST

School/Disaster 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	Product
Pre-K	\$0.00	\$0.00	\$12,126.17
Subtotal	\$0.00	\$0.00	\$12,126.17
8% Shipping & Handling			\$970.09
Total	\$0.00	\$0.00	\$13,096.26

* 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.

St Louis
Pre-K
\$13,096.26

Pre-K

Description	ISBN	Price	Quantity Charge	Quantity Free	Total Services		Total Products		Total Charge
					Charge	Free	Charge	Free	
Complete Program									
Pre-K Program Package	0328232823	1,660.47	7	0	0.00	0.00	11,623.29	0.00	11,623.29
Trade Book Library Package	0328212172	202.97	2	0	0.00	0.00	405.94	0.00	405.94
Alphabet Cards in English & Spanish	0328146986	48.47	2	0	0.00	0.00	96.94	0.00	96.94
Subtotal					\$0.00	\$0.00	\$12,126.17	\$0.00	\$12,126.17

Purchase Subtotal	\$0.00	\$0.00	\$12,126.17	\$0.00	\$12,126.17
8% Shipping & Handling			970.09		970.09
Totals	\$0.00	\$0.00	\$13,096.26	\$0.00	\$13,096.26

Proposal Grand Total: \$13,096.26

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.

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	
ST LOUIS CITY PUBLIC SCH DIST	
INSTITUTION	
801 N 11th St	
ADDRESS	
Saint Louis	MO, 63101
CITY	STATE ZIP
(314) 231-3720	
PHONE #	BEST TIME TO CALL
Bill To:	
NAME	
E-MAIL ADDRESS	
INSTITUTION	
ADDRESS	
CITY	STATE ZIP
PHONE #	BEST TIME TO CALL
Pre-Paid Order	
<input type="checkbox"/> Check	<input type="checkbox"/> Money Order Enclosed
PURCHASE ORDER NO.	TITLE
AUTHORIZED SIGNATURE	
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	

PEARSON

Pearson Curriculum Customer Service
PO Box 2500
145 S. Mt. Zion Road
Lebanon, IN 46052
Phone 1-800-848-9500 or Fax 1-877-260-2530
Order Online: <http://www.pearsonschool.com>
Monday-Friday, 8am - 5pm EST, 8am - 6pm DST



BOARD RESOLUTION

Date: February 7, 2011
 To: Dr. Kelvin R. Adams, Superintendent
 From: Dr. Carlinda Purcell, Dep. Supt., Academics

Agenda Item : 03-10-11-02
 Information:
 Action:

Action to be Approved: Purchase of Good (s)

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

SUBJECT: To approve a sole source purchase of materials and supplies (trade books with student and teacher guides, successful reader packages and supporting materials) from Renaissance Learning, Inc. for reading and math for the Small Learning Communities Grant to be used at Roosevelt and Gateway Technical High School. Services will be provided through June 30, 2011 at a cost not to exceed \$95,513.88.

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 to support students is Renaissance Learning. This program is designed to assess each student's current reading and math levels and to create a personalized tutorial program to address their areas of weakness.

This is the first year for the grant and the first year to use the Renaissance Learning programs at both high schools.

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-291-1151-6411	Non-GOB	Requisition #: 10122700
Amount: \$95,513.88		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		Vendor #: 600012727
Amount:		
Cost not to Exceed: \$95,513.88	<input type="checkbox"/> Pending Funding Availability	

Department: Secondary Education

Requestor: Dan Edwards

Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer



Dr. Kelvin R. Adams, Superintendent

Reviewed By:

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REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Dan Edwards	Date: 02/04/1011
Department / School: Secondary Education	Phone Number: 314-345-2301
<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)	
Supplies and materials needed to implement the Renaissance Learning tutorial programs for Gateway Technical High School and Roosevelt High School for Reading and Math.	
Vendor Name: Renaissance Learning, Inc.	Email: jennfire.burns@renlearn.com
Vendor Contact: Jennifer Burns	Phone Number: 816-820-8100
Justification Information	
1. Why the uniquely specified goods are required?	
The supplies and materials we are requesting have been created and coordinated for the successful implementation of the math and reading tutorial Renaissance programs.	
2. Why good or services available from other vendors /competitors are not acceptable?	
These materials were designed specifically for the Renaissance Learning programs (Successful Readers, STAR reading etc.) Other materials would not effectively correspond or interface with the Renaissance programs.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
The Renaissance Programs are also being successful implemented in other buildings in the district.	
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:	
	2/9/11
Department Head	Date
	2/9/11
CFO	Date
Superintendent	Date

JFB

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.



PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone:(800) 338-4204 Fax:(877) 280-7642 Federal I.D. 39-1559474

Quote #: 666737 Created: 01/10/2011 Incident #: 8752673

Saint Louis Public School District - 189390
801 N 11th St
Saint Louis, MO 63101-1015

Contact: Deborah Coco - (314) 231-3720
Email: deborah.coco@sips.org

Quote Totals by Product

	Reading	Math	Hardware	Services	Hosting	Other	Totals
Year 1	Saint Louis Public School District - 189390	\$14,021.25	\$7,501.32	\$7,344.00	\$799.00	\$1,042.62	\$32,850.00
	Gateway Institute of Technology - 189628	\$15,268.75	\$7,501.32	\$7,344.00	\$799.00	\$1,042.62	\$31,955.69
	Roosevelt High School - 189856						\$95,513.88
Year 1 Totals		\$29,290.00	\$15,002.64	\$14,688.00	\$34,448.00	\$2,085.24	
Year 2	Saint Louis Public School District - 189390	\$1,622.50	\$1,945.50	\$22,500.00	\$799.00	\$399.00	\$22,500.00
	Gateway Institute of Technology - 189628	\$1,622.50	\$1,945.50	\$799.00	\$799.00	\$399.00	\$4,766.00
	Roosevelt High School - 189856						\$4,766.00
Year 2 Totals		\$3,245.00	\$3,891.00	\$24,098.00	\$798.00	\$798.00	\$32,032.00
Year 3	Saint Louis Public School District - 189390	\$1,622.50	\$1,945.50	\$22,500.00	\$799.00	\$399.00	\$22,500.00
	Gateway Institute of Technology - 189628	\$1,622.50	\$1,945.50	\$799.00	\$799.00	\$399.00	\$4,766.00
	Roosevelt High School - 189856						\$4,766.00
Year 3 Totals		\$3,245.00	\$3,891.00	\$24,098.00	\$798.00	\$798.00	\$32,032.00
Year 4	Saint Louis Public School District - 189390	\$1,622.50	\$1,945.50	\$22,500.00	\$799.00	\$399.00	\$22,500.00
	Gateway Institute of Technology - 189628	\$1,622.50	\$1,945.50	\$799.00	\$799.00	\$399.00	\$4,766.00
	Roosevelt High School - 189856						\$4,766.00
Year 4 Totals		\$3,245.00	\$3,891.00	\$24,098.00	\$798.00	\$798.00	\$32,032.00
Quote Totals		\$39,025.00	\$26,675.64	\$14,688.00	\$106,742.00	\$2,394.00	\$191,609.88



Board Resolution

Date: February 7, 2011

Agenda Item: 03-10-11-03

To: Dr. Kelvin R. Adams, Superintendent

Information: _____

From: Dr. Carlinda Purcell, Dep. Supt. - Academics

Action: X

Action to be Approved:

Other Transaction Descriptors: _____

X Memorandum of Understanding

SUBJECT:

To approve the Memorandum of Understanding (MOU) with Dr. Dustan Mattingly to provide pain management workshops to the public at Nottingham Community Education Full Service School and Shaw VPA Community Education Full Service School. The MOU will be for the period March 11, 2011 to March 10, 2012.


BACKGROUND:


Dr. Mattingly will hold workshops to teach "Pressure Point Therapy" techniques of "Do-it-Yourself" pain management for conditions such as headaches, back and neck pain, carpal tunnel and sinus problems. The workshops will be offered at Nottingham and Shaw.


Accountability Plan Goal: Goal IV: Parent, Community Involvement Objective/Strategy: IV.A.

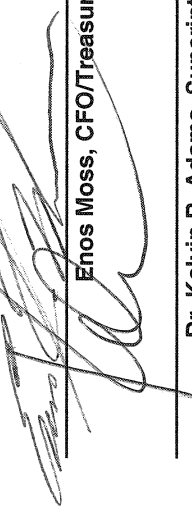
FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)

Fund Source:	-	-	-	-	Requisition #:	
Amount:	No Cost					
Fund Source:	-	-	-	-	Requisition #:	
Amount:						
Fund Source:	-	-	-	-	Requisition #:	
Amount:						
Cost not to Exceed:	No Cost				Pending Funding Availability	Vendor #:


 Blake Youde, Dep. Supt. Institutional Advancement


 Dr. Carlinda Purcell, Dep. Supt. - Academics


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding (“MOU”) is entered into by and between the Saint Louis Public Schools (“SLPS”) and Dr. Dustan Mattingly (“Agency”) on this 11th, day of March, 2011.

The purpose of this Memorandum of Understanding is to establish a partnership between Dr. Dustan Mattingly D.C. and the St. Louis Public Schools in order to offer the service of pain management workshops to the public at Nottingham CEFSS and Shaw VPA CEFSS.

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) Advertise workshops in the SLPS Community Education Full Service Schools Brochure.

(b) Provide adequate space, seating and access to an electrical outlet for operating an overhead projector for Dr Dustan Mattingly D.C. at Nottingham CEFSS and Shaw VPA CEFSS.

(c) _____

6. Obligations of Agency:

(a) To hold workshops offered to the public teaching “Pressure Point Therapy” techniques of “Do-It-Yourself” pain management for conditions such as headaches, back & neck pain, carpal tunnel and sinus problems.

(b) To service a minimum of 10 participants at each workshop.

(c) _____

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) Evaluations submitted by attendees of the workshop.

- (b) Dr. Mattingly will hold a minimum of 2 workshops

- (c) A minimum of 10 participants will attend each workshop

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

Dr. Dustan Mattingly D.C.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



Board Resolution

Date: February 14, 2011 Agenda Item: 03-10-11-04
 To: Dr. Kelvin R. Adams, Superintendent Information: _____
 From: Dr. Jesolyn Larry, Interim Information Technology Officer Action: X

Action to be Approved: _____ Other Transaction Descriptors: _____

RFP/Bid

RFP # _____ E-Rate 470 RFP Process

SUBJECT:

To approve a contract with Tech Electronics to provide PBX Software Maintenance for the period July 1, 2011 to June 30, 2012 at a cost not to exceed \$28,157.00 (pre-discount). The cost reflected is the total cost of the contract, pending receipt of the 2011-12 E-Rate Funding Commitment Decision Letter. The SLPS discounted portion is anticipated to be \$3,942 (14% SLPS match based on the Free and Reduced Rate) after receipt of E-Rate Funding.

BACKGROUND:

Tech Electronics was selected via an E-Rate 470 RFP process to provide PBX Software Maintenance for the District. Tech Electronics was the only company to respond to the RFP. This contract will apply to the 95 Mitel 3300 and 2200 PBX systems currently in use. This will be paid via the Billed Entity Applicant Reimbursement Method.

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

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

Fund Source:	981	-	54	-	110	-	2828	-	6319	GOB	Requisition #:
Amount:	\$		28,157.00								
Fund Source:	-	-	-	-	-	-	-	-	-		Requisition #:
Amount:											
Fund Source:	-	-	-	-	-	-	-	-	-		Requisition #:
Amount:											
Cost not to Exceed:	\$		28,157.00						<input checked="" type="checkbox"/>	Pending Funding Availability	Vendor #:
											600002365

Department: _____ Technology Services

Dr. Jesolyn Larry, Interim Information Technology Officer

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

1/18/2011 SAINT LOUIS PUBLIC SCHOOLS SOFTWARE ASSURANCE QUOTE

TO:

Saint Louis Public Schools

Dr. Jesolyn Larry

Interim CIO, Chief Information Officer

801 North 11th Street

St. Louis, MO 63101



Tech Electronics
Technology Starts With TECH™

STARTS JULY 1, 2011 THROUGH JUNE 30 2012 FOR ALL SITES

Open Sites **company_id** **Name** **address_1** **city** **state_prov** **zip** **phone_id** **fax_phone_id** **Total 70**

CS100003578	Adams Elementary School	1311 Tower Grove Ave.	St. Louis	MO	63110	314-535-3910	314-535-3949	\$245.00	
CS100002684	Administration Building	911 Locust St.	St. Louis	MO	63101	314-231-3720	314-241-1607	\$4,490.00	
CS100002549	Ames-VPA Elementary School	2900 Hadley St.	St. Louis	MO	63107	314-241-7165	314-241-1607	\$245.00	
CS100002551	Ashland Branch School	4415 Margaretta Ave.	St. Louis	MO	63115	314-231-3720		\$245.00	
CS100002550	Ashland Elementary School	3921 North Newstead Ave.	St. Louis	MO	63115	314-385-4767	314-385-6129	\$245.00	
CS100001547	Beaumont High School	3836 Natural Bridge Ave.	St. Louis	MO	63107	314-533-2410	314-535-0786	\$245.00	
CS100000165	Blow Middle CEC School	516 Loughborough Ave.	St. Louis	MO	63111	314-353-1349	314-353-9048	\$245.00	
CS100002571	Bryan Hill Elementary School	2128 East Gano Ave.	St. Louis	MO	63107	314-534-0370	314-534-7864	\$245.00	
CS100002595	Buder Elementary School	5319 Lansdowne Ave.	St. Louis	MO	63109	314-352-4343	314-352-3150	\$245.00	
CS100002596	Busch AAA Middle School	5910 Clifton Ave.	St. Louis	MO	63109	314-352-1043	314-352-3685	\$245.00	
CS100000996	Carr Lane VPA Middle School	1004 North Jefferson Ave.	St. Louis	MO	63106	314-231-0413	314-231-1213	\$245.00	
CS100002669	Central VPA High School	3125 South Kingshighway	St. Louis	MO	63139	314-771-2772	314-771-0135	\$245.00	
CS100002437	Clay Elementary School	3820 North 14th St.	St. Louis	MO	63107	314-231-9608	314-231-1660	\$245.00	
CS100001639	Cleveland School	1212 North 22nd St.	St. Louis	MO	63106	314-231-1443	314-231-4895	\$245.00	
CS100004943	Clyde C. Miller Career Academy	1000 North Grand Blvd.	St. Louis	MO	63106	314-371-0394		\$245.00	
CS100002558	Cole Elementary School	3935 Enright Ave.	St. Louis	MO	63108	314-533-0894	314-533-4509	\$245.00	
CS100001332	Columbia Elementary CEC School	3120 Saint Louis Ave.	St. Louis	MO	63106	314-533-2750	314-534-0452	\$245.00	
CS100001246	Compton-Drew ILC Middle School	5130 Oakland Ave.	St. Louis	MO	63110	314-652-9282	314-652-9371	\$245.00	
CS100000991	Cote Brillante Elementary School	2616 Cora Ave.	St. Louis	MO	63113	314-531-8680	314-531-7910	\$245.00	
CS100000448	Dewey International Studies Elementary School	815 Ann Ave.	St. Louis	MO	63139	314-645-4845	314-645-5926	\$245.00	
CS100004675	Dunbar Elementary School	1415 North Garrison Ave.	St. Louis	MO	63106	314-533-2526	314-533-0269	\$245.00	
91233074	Enterprise Manager							\$5,782.00	
CS100002671	Fanning Middle CEC School	3417 Grace Ave.	St. Louis	MO	63116	314-772-1038	314-772-0427	\$245.00	
CS100002101	Farragut Elementary School	4025 Sullivan Ave.	St. Louis	MO	63107	314-531-1198	314-531-5356	\$245.00	

CS100000456	Field Maintenance, Grounds Shop	3416 Cook	St. Louis	MO	63107	314-652-3100	\$245.00
CS100002586	Food Service Building	5020 Lexington	St. Louis	MO	63115	314-231-3720	\$245.00
CS100002567	Ford Elementary School	1383 Clara Ave.	St. Louis	MO	63112	314-383-0836	\$245.00
CS100002672	Gateway Elementary School	4 Gateway Dr.	St. Louis	MO	63106	314-241-3159	\$245.00
CS100001259	Gateway IT High School	5101 McRee Ave.	St. Louis	MO	63110	314-776-8267	\$245.00
CS100002580	Gundlach Elementary School	2931 Arlington Ave.	St. Louis	MO	63120	314-383-6883	\$245.00
CS100000025	Hamilton Elementary CEC School	5819 Westminster Pl.	St. Louis	MO	63112	314-367-2392	\$245.00
CS100002607	Henry Elementary School	1220 North 10th St.	St. Louis	MO	63106	314-231-7284	\$245.00
CS100002568	Herzog Elementary School	5831 Pamplin Pl.	St. Louis	MO	63147	314-385-2212	\$245.00
CS100001659	Humboldt Middle School	2516 South 9th St.	St. Louis	MO	63104	314-772-5566	\$245.00
CS100002603	Jefferson Elementary School	1301 Hogan St.	St. Louis	MO	63106	314-231-2459	\$245.00
CS100000933	Kennard CIA Elementary School	5031 Potomac St.	St. Louis	MO	63139	314-353-8875	\$245.00
CS100002675	International Welcome School	1530 South Grand	St. Louis	MO	63104	314-773-3383	\$245.00
LACL002	Laclede Elementary School	5821 Kennerly Ave.	St. Louis	MO	63112	314-385-0546	\$245.00
CS100002581	Langston Middle School	5511 Wabada Ave.	St. Louis	MO	63112	314-385-4632	\$245.00
CS100002676	Lexington Elementary School	5030 Lexington Ave.	St. Louis	MO	63112	314-385-2522	\$245.00
CS100001635	Long @ Blow Middle CEC School	5028 Morganford Rd.	St. Louis	MO	63116	314-481-7329	\$245.00
CS100001636	L'Ouverture Middle School	3021 Hickory St.	St. Louis	MO	63104	314-664-7955	\$245.00
CS100000975	Mallinckrodt ABI Elementary School	6020 Permod Ave.	St. Louis	MO	63109	314-352-9212	\$245.00
CS100002538	Mann Elementary School	4047 Juniata St.	St. Louis	MO	63116	314-772-4545	\$245.00
CS100002677	Mason Elementary School	6031 Southwest Ave.	St. Louis	MO	63139	314-645-1201	\$245.00
CS100001637	McKinley JCA Middle School	2156 Russell Blvd.	St. Louis	MO	63104	314-773-0027	\$245.00
CS100005126	Mel Carnahan High School	4041 South Broadway	St. Louis	MO	63118	314-457-9482	\$245.00
CS100002643	Metro Academic and Classical High School	4015 McPherson Ave.	St. Louis	MO	63108	314-534-4894	\$245.00
CS100003717	Monroe Elementary School	3641 Missouri Ave.	St. Louis	MO	63118	314-776-7315	\$245.00
CS100002679	Mullanphy ILC Elementary School	4221 Shaw Ave.	St. Louis	MO	63110	314-772-0994	\$245.00
CS100003598	Nance Elementary School	8959 Riverview Blvd.	St. Louis	MO	63147	314-867-1006	\$245.00
CS100001042	Northwest Middle School	5140 Riverview Blvd.	St. Louis	MO	63120	314-385-4774	\$245.00
CS100001638	Nottingham Middle School	4915 Donovan Ave.	St. Louis	MO	63109	314-352-6085	\$245.00
CS100002598	Peabody Elementary School	1224 South 14th St.	St. Louis	MO	63104	314-241-1533	\$245.00
CS100002608	Willkinson @ Roe Elementary School	1921 Prather Ave.	St. Louis	MO	63139	314-645-1207	\$245.00
CS100002680	Roosevelt High School	3230 Hartford St.	St. Louis	MO	63118	314-776-0152	\$245.00
CS100002645	Shaw VPA Elementary CEC School	5329 Columbia Ave.	St. Louis	MO	63139	314-776-5091	\$245.00
CS100002605	Shenandoah Elementary School	3412 Shenandoah Ave.	St. Louis	MO	63104	314-772-7544	\$245.00

CS100002602	Sherman Elementary CEC School	3942 Flad Ave.	St. Louis	MO	63110	314-776-2626	314-776-3978	\$245.00
CS100001093	Soldan International Studies High School	918 Union Blvd.	St. Louis	MO	63108	314-367-9222	314-367-1898	\$245.00
CS100001015	Stevens Middle CEC	1033 North Whittier St.	St. Louis	MO	63113	314-533-8550	314-533-0306	\$245.00
CS100000204	Sumner High School	4248 Cottage Ave.	St. Louis	MO	63113	314-371-4180	314-361-9852	\$245.00
CS100000026	Washington Montessori Elementary School	1130 North Euclid Ave.	St. Louis	MO	63113	314-361-0432	314-361-2760	\$245.00
CS100002766	Woerner Elementary School	6131 Leona St.	St. Louis	MO	63116	314-481-8585	314-351-2272	\$245.00
CS100002597	Woodward Elementary School	725 Belleliver Blvd.	St. Louis	MO	63111	314-353-1346	314-353-5768	\$245.00
CS100002646	Yeatman Middle CEC School	4265 Athlone Ave.	St. Louis	MO	63115	314-261-8132	314-389-4613	\$245.00
	Stix ECC- Middle School	647 Tower Grove	St. Louis	MO	63110	314-533-0874		\$245.00
	Sigel	2050 Allen Ave.	St. Louis	MO	63104	314-771-0010		\$245.00
	Hodgen - School New Building	1616 California	St. Louis	MO	63104	314-771-2539		\$245.00
	Oak Hill School	4300 Morganford Rd.	St. Louis	MO	63116	314-481-0420		\$245.00
	Froebel School	3709 Nebraska Ave.	St. Louis	MO	63118	314-771-3533		\$245.00
	Meramac School	2745 Meramec St.	St. Louis	MO	63118	314-353-7145		\$245.00
	Blewett- Alternative School	1927 Cass Ave	St. Louis	MO	63106	314 231-7738		\$245.00
	Vashon High School	3035 Cass Ave.	St. Louis	MO	63106	314-533-9487		\$245.00
	Walbridge	5000 Davison Ave.	St. Louis	MO	63120	314-383-1829		\$245.00

SOFTWARE ASSURANCE TOTAL QUOTE PRICE

Non - E-Rate Eligible Total

Total E-Rate Eligible Price Quote

\$28,157.00

(\$490.00)

\$27,667.00



Board Resolution

Date: February 14, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Jesolyn Larry, Interim Information Technology Officer

Agenda Item: 03-10-11-05

Information: _____

Action: _____ **X**

Action to be Approved: _____

X RFP/Bid

Other Transaction Descriptors: _____

RFP # _____ E-Rate 470 RFP Process

SUBJECT:

To approve a contract with Schoolwires, Inc. to provide website hosting services and software licenses for the period July 1, 2011 to June 30, 2012 at a cost not to exceed \$51,300.00 (pre-discount). The cost reflected is the total cost of the contract, pending receipt of the 2011-12 E-Rate Funding Commitment Decision Letter. The SLPS discounted portion is anticipated to be \$7,190.00 (14% SLPS match based on the Free and Reduced Rate) after receipt of E-Rate Funding.

BACKGROUND:

Schoolwires, Inc. was selected via an E-Rate 470 RFP process to maintain the website for the District. Schoolwires will host the website and provide software licenses and technical support as needed. This will be paid via the Billed Entity Applicant Reimbursement Method.

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy:

III.B.

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

Fund Source:	981	-	54	-	110	-	2828	-	6319	GOB
Amount:	\$				51,300.00					
Fund Source:	-	-	-	-	-	-	-	-	-	-
Amount:										
Fund Source:	-	-	-	-	-	-	-	-	-	-
Amount:										
Cost not to Exceed:	\$				51,300.00				<input checked="" type="checkbox"/>	Pending Funding Availability Vendor #: 600013866

Department: _____ Technology Services

Angela Banks

Angela Banks, Interim Budget Director

J. Jesolyn Larry
Dr. Jesolyn Larry, Interim Information Technology Officer

Enos Moss
Enos Moss, CFO/Treasurer

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

Dr. Kelvin R. Adams, Superintendent



Evaluation Form Website Hosting Vendors

School Fusion

<u>Criteria</u>	<u>Weight</u>	<u>Evaluation</u>	<u>Comments</u>
Meets Overall RFP Requirements	25%		
- Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity		25	
Total Price and Cost Effectiveness	25%		
- Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints		20	
Prior Working Relationship with the District	20 Pts		
- Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts		14	
Vendor's Experience and Demonstrated Expertise	20 Pts		
- Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism		18	
M/WBE Participation	10 Pts		
- Documents M/WBE Participation - Meets District Goals		0	
Total Evaluation		77	



SOCS

Evaluation Form
Website Hosting Vendors

Criteria	Weight	Evaluation	Comments
Meets Overall RFP Requirements	25%		
- Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity		17	
Total Price and Cost Effectiveness	25%		
- Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints		17	
Prior Working Relationship with the District	20 Pts		
- Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts		12	
Vendor's Experience and Demonstrated Expertise	20 Pts		
- Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism		11	
M/WBE Participation	10 Pts		
- Documents M/WBE Participation - Meets District Goals		0	
Total Evaluation		57	



Evaluation Form Website Hosting Vendors

Sharp School

Criteria	Weight	Evaluation	Comments
Meets Overall RFP Requirements	25%		
<ul style="list-style-type: none"> - Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity 		9	
Total Price and Cost Effectiveness	25%		
<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 		17	
Prior Working Relationship with the District	20 Pts		
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 		12	
Vendor's Experience and Demonstrated Expertise	20 Pts		
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism 		10	
M/WBE Participation	10 Pts		
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 		0	
Total Evaluation		48	



Evaluation Form Website Hosting Vendors

	<u>Criteria</u>	<u>Weight</u>	<u>Evaluation</u>	<u>Comments</u>
	Meets Overall RFP Requirements	25%		
	<ul style="list-style-type: none"> - Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity 		22	
	Total Price and Cost Effectiveness	25%		
	<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 		22	
	Prior Working Relationship with the District	20 Pts		
	<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 		20	
	Vendor's Experience and Demonstrated Expertise	20 Pts		
	<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism 		20	
	M/WBE Participation	10 Pts		
	<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 		10	
	Total Evaluation		94	



Evaluation Form Website Hosting Vendors

School Speak

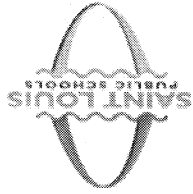
Criteria	Weight	Evaluation	Comments
Meets Overall RFP Requirements	25%		
<ul style="list-style-type: none"> - Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity 		0	
Total Price and Cost Effectiveness	25%		
<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 		0	
Prior Working Relationship with the District	20 Pts		
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 		0	
Vendor's Experience and Demonstrated Expertise	20 Pts		
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism 		0	
M/WBE Participation	10 Pts		
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 		0	
Total Evaluation		0	



Evaluation Form Website Hosting Vendors

Foxbright

Criteria	Weight	Evaluation	Comments
Meets Overall RFP Requirements	25%	0	
<ul style="list-style-type: none"> - Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity 			
Total Price and Cost Effectiveness	25%	0	
<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 			
Prior Working Relationship with the District	20 Pts	0	
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 			
Vendor's Experience and Demonstrated Expertise	20 Pts	0	
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism 			
M/WBE Participation	10 Pts	0	
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 			
Total Evaluation		0	



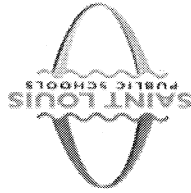
RFP Evaluation Summary

Website Hosting Vendors

	Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
	School Fusion	77	2	Attractive proposal - nice graphics. Their product seems user-friendly. Included references.
	SOCS	57	3	
	Sharp School	48	4	
	Schoolwires	94	1	

RFP Evaluation Summary

Website Hosting Vendors



Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
School Speak	0		No "real" information in the proposal. No price. No M/WBE participation. Services limited to Elementary and middle school - no high school.
Foxbright	0		Incomplete proposal - lacking information, no evidence of M/WBE participation



Evaluation Form Website Hosting Vendors

Vendor 1 School Fusion

Criteria	Weight	Evaluation	
Meets Overall RFP Requirements	25 Pts		
- Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity		20	
Total Price and Cost Effectiveness	25 Pts		
- Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints		15	
Prior Working Relationship with the District	20 Pts		
- Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts		0	No indication in proposal of prior experience with SIPS
Vendor's Experience and Demonstrated Expertise	20 Pts		
- Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism		20	
M/WBE Participation	10 Pts		
- Documents M/WBE Participation - Meets District Goals		0	No indication in proposal of M/WBE breakdown
Total Evaluation		55	
Comments			



**Evaluation Form
Website Hosting Vendors**

Vendor 2 SOCS

<u>Criteria</u>	<u>Weight</u>	<u>Evaluation</u>	<u>Comments</u>
Meets Overall RFP Requirements	25 Pts		
- Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity		20	
Total Price and Cost Effectiveness	25 Pts		
- Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints		25	
Prior Working Relationship with the District	20 Pts		
- Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts		0	No indication of prior experience with SLPs
Vendor's Experience and Demonstrated Expertise	20 Pts		
- Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism		20	
M/WBE Participation	10 Pts		
- Documents M/WBE Participation - Meets District Goals		0	No indication of M/WBE participation
Total Evaluation		65	



Evaluation Form Website Hosting Vendors

Vendor 3 Sharp School

	Criteria	Weight	Evaluation
	Meets Overall RFP Requirements	25 Pts	
	<ul style="list-style-type: none"> - Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity 		18
	Total Price and Cost Effectiveness	25 Pts	
	<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 		25
	Prior Working Relationship with the District	20 Pts	
	<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 		0
	Vendor's Experience and Demonstrated Expertise	20 Pts	
	<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism 		15
	M/WBE Participation	10 Pts	
	<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 		0
	Total Evaluation		58
Comments			No indication of M/WBE participation



Evaluation Form Website Hosting Vendors

	Criteria	Weight	Evaluation
Vendor 4 Schoolwires	Meets Overall RFP Requirements	25 Pts	
	<ul style="list-style-type: none"> - Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity 		25
	Total Price and Cost Effectiveness	25 Pts	
	<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 		20
	Prior Working Relationship with the District	20 Pts	
	<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 		20
	Vendor's Experience and Demonstrated Expertise	20 Pts	
	<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism 		20
	M/WBE Participation	10 Pts	
	<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 		5
Total Evaluation			90
<u>Comments</u>			



Evaluation Form Website Hosting Vendors

Vendor 5 School Speak			
Criteria	Weight	Evaluation	Comments
Meets Overall RFP Requirements	25 Pts		
<ul style="list-style-type: none"> - Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity 		5	Does not meet requirements of K-12 District, only K-8.
Total Price and Cost Effectiveness	25 Pts		
<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 		0	No pricing fee structure provided
Prior Working Relationship with the District	20 Pts		
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 		0	No prior experience with SLPS indicated
Vendor's Experience and Demonstrated Expertise	20 Pts		
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism 		10	
M/WBE Participation	10 Pts		
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 		0	No M/WBE participation noted in proposal
Total Evaluation		15	



Evaluation Form Website Hosting Vendors

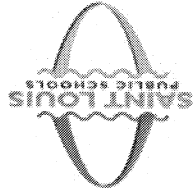
Vendor 6 Foxbright

Criteria	Weight	Evaluation	
Meets Overall RFP Requirements	25 Pts		
<ul style="list-style-type: none"> - Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity 		10	
Total Price and Cost Effectiveness	25 Pts		
<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 		5	
Prior Working Relationship with the District	20 Pts		
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 		0	No indication of previous experience with SLPS
Vendor's Experience and Demonstrated Expertise	20 Pts		
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism 		5	
M/WBE Participation	10 Pts		
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 		0	No indication of previous experience with SLPS
Total Evaluation		20	

Comments

RFP Evaluation Summary

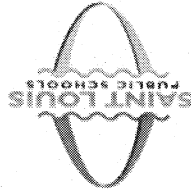
Website Hosting Vendors



Comments	Ranking (1,2,3, etc)	Evaluation Pts Total	Name of Vendor
	4	55	Vendor 1 School Fusion
	2	65	Vendor 2 SOCS
	3	58	Vendor 3 Sharp School
	1	90	Vendor 4 Schoolwires

RFP Evaluation Summary

Website Hosting Vendors



	Ranking (1,2,3, etc)	Evaluation Pts Total	Name of Vendor
Comments			
	6	15	Vendor 5 School Speak
	5	20	Vendor 6 Foxbright



Evaluation Form Website Hosting Vendors

SchoolFusion

Criteria	Weight	Evaluation	Comments
Meets Overall RFP Requirements	25%	25%	very professional proposal.
<ul style="list-style-type: none"> - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity 			
Total Price and Cost Effectiveness	25%	0	very expensive.
<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 			
Prior Working Relationship with the District	20 Pts	0	no previous experience with the district
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 			
Vendor's Experience and Demonstrated Expertise	20 Pts	20	excellent
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism 			
M/WBE Participation	10 Pts	0	not outlined in proposal
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 			
Total Evaluation		20.25	



SOCS

Evaluation Form Website Hosting Vendors

Criteria	Weight	Evaluation	Comments
Meets Overall RFP Requirements	25%	25%	good proposal. Nice details.
<ul style="list-style-type: none"> - Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity 			
Total Price and Cost Effectiveness	25%	15%	Reasonable, but website redesign not included.
<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 			
Prior Working Relationship with the District	20 Pts	0	No previous experience working with the district.
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 			
Vendor's Experience and Demonstrated Expertise	20 Pts	5	very confusing and poorly detailed.
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism 			
M/WBE Participation	10 Pts	0	not outlined in proposal.
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 			
Total Evaluation		5.4	



Evaluation Form Website Hosting Vendors

SharpSchool

<u>Criteria</u>	<u>Weight</u>	<u>Evaluation</u>	<u>Comments</u>
Meets Overall RFP Requirements	25%	25%	meets proposal.
<ul style="list-style-type: none"> - Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity 			
Total Price and Cost Effectiveness	25%	15%	Affordable, but cost detailing website redesign not listed.
<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 			
Prior Working Relationship with the District	20 Pts	0	No previous experience with the district.
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 			
Vendor's Experience and Demonstrated Expertise	20 Pts	20	excellent.
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism 			
M/WBE Participation	10 Pts	0	not detailed in proposal.
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 			
Total Evaluation		20.4	



Evaluation Form Website Hosting Vendors

Schoolwires

<u>Criteria</u>	<u>Weight</u>	<u>Evaluation</u>	<u>Comments</u>
Meets Overall RFP Requirements	25%		Excellent
<ul style="list-style-type: none"> - Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity 			
Total Price and Cost Effectiveness	25%		Excellent
<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 			
Prior Working Relationship with the District	20 Pts		Excellent service and support.
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 			
Vendor's Experience and Demonstrated Expertise	20 Pts		Excellent service and support.
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism 			
M/WBE Participation	10 Pts		not detailed in proposal.
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 			
Total Evaluation		40.5	



Evaluation Form Website Hosting Vendors

SchoolSpeak

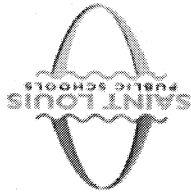
Criteria	Weight	Evaluation	Comments
Meets Overall RFP Requirements	25%	0	Not K-12 eligible.
<ul style="list-style-type: none"> - Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity 			
Total Price and Cost Effectiveness	25%	0	Not K-12 eligible.
<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 			
Prior Working Relationship with the District	20 Pts	0	No previous experience with the district.
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 			
Vendor's Experience and Demonstrated Expertise	20 Pts	0	Not K-12 eligible.
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism 			
M/WBE Participation	10 Pts	0	Not detailed.
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 			
Total Evaluation		0	



Evaluation Form Website Hosting Vendors

Foxbright

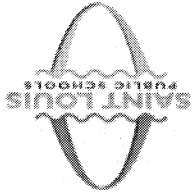
<u>Criteria</u>	<u>Weight</u>	<u>Evaluation</u>	<u>Comments</u>
Meets Overall RFP Requirements	25%	10%	General proposal, not specific to SLPS.
<ul style="list-style-type: none"> - Provided 6 copies of written proposal & CD - Attention to details of RFP - Overall Professionalism - Knowledge of Education Field - Creativity 			
Total Price and Cost Effectiveness	25%	0%	Very expensive.
<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 			
Prior Working Relationship with the District	20 Pts	0	No prior experience with SLPS.
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 			
Vendor's Experience and Demonstrated Expertise	20 Pts	0	Not detailed in proposal.
<ul style="list-style-type: none"> - Expertise in Education Field - Experience and Depth of Proposed Team - Professionalism 			
M/WBE Participation	10 Pts	0	No detailed in proposal.
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 			
Total Evaluation		0.1	



RFP Evaluation Summary

Website Hosting Vendors

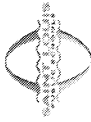
Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
SchoolFusion	20.25	3	
SOCS	5.4	4	
SharpSchool	20.4	2	
Schoolwires	40.5	1	First place winner.



RFP Evaluation Summary

Website Hosting Vendors

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
SchoolSpeak	0	6	
Foxbriht	0.1	5	



Board Resolution

Date: February 7, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Jesolyn Larry, Interim Information Technology Officer

Agenda Item: 03-1071406
Information: _____
Action: X

Action to be Approved: _____ **Other Transaction Descriptors:** _____

X Contract Renewal
Previous Bd. Res. # 01-26-10-05
Previous Year Cost \$ 9,300.00

SUBJECT:

To approve a contract renewal with AT&T for long distance telephone service for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$9,300.00 (pre-discount) pending receipt of the 2011-12 E-Rate Funding Commitment Decision Letter. The discounted cost to SLPS will be \$1,023.00 after receipt of the E-Rate funding.

BACKGROUND:

The long distance telephone service was competitively bid through the E-Rate Form 470 that was filed in order to qualify the E-Rate funding. This service is needed to provide the long distance telephone service as needed at all SLPS locations. This is in keeping with the Accountability Goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. This will be paid via the Billed Entity Applicant Reimbursement Method.

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

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

Fund Source:	981 - 8L - 110 - 2625 - 6361	GOB	Requisition #:	
Amount:	\$ 9,300.00		Requisition #:	
Fund Source:	- - - - -		Requisition #:	
Amount:				
Fund Source:	- - - - -			
Amount:				
Cost not to Exceed:	\$ 9,300.00	<input checked="" type="checkbox"/>	Pending Funding Availability	Vendor #: 600010435

Department: _____ Technology Services

Dr. Jesolyn Larry, Interim Information Technology Officer

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Interim Budget Director

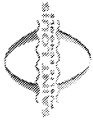
Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: January 10, 2011	
Dept / School: Technology Services	Reported By: J. F. Larry	
Vendor: AT&T	Vendor #:	
Contract # / P.O/#:	Contract Name: Long Distance Service	
Contract Amount: \$9,300.00	Award Date: January 26, 2010	
Purpose of Contract (Brief Description): To provide the District's long distance telephone service.		
<p>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</p>		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 X 4 3 2 1	
Timeliness of Delivery or Performance	5 X 4 3 2 1	
Business Relations	5 X 4 3 2 1	
Customer Satisfaction	5 X 4 3 2 1	
Cost Control	5 X 4 3 2 1	
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
<p>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.</p> <p style="text-align: right;">Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>		



Board Resolution

Date: February 7, 2011
 To: Dr. Kelvin R. Adams, Superintendent
 From: Dr. Jesolyn Larry, Interim Information Technology Officer

Agenda Item: 03-10-11-07
 Information: _____
 Action: X

Action to be Approved: _____ Other Transaction Descriptors: _____

Contract Renewal
 Previous Bd. Res. # 01-26-10-15
 Previous Year Cost \$ 3,600.00

SUBJECT:

To approve a contract renewal with AT&T to continue to provide telephone Smart trunks to support the SLPS telephone system for the period July 1, 2011 to June 30, 2012 at a cost not to exceed \$3,600.00 (SLPS match). The total value of the contract is \$32,730.00 (pre-discount).

BACKGROUND:

This service is needed to ensure a reliable telephone system for all SLPS District locations. The data that is used for measurement is taken from SLPS' Magic Help Desk report of the amount of time the phone system is functioning. This is in keeping with the Accountability Goals of providing students, teachers, administrators and parents access to information and academic tools for teaching and learning.

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

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

Fund Source:	981 - 54 - 110 - 2828 - 6319	GOB	Requisition #:
Amount:	\$ 3,600.00		
Fund Source:	- - - - -		Requisition #:
Amount:			
Fund Source:	- - - - -		Requisition #:
Amount:			
Cost not to Exceed:	\$ 3,600.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #:

Department: _____ Technology Services

Dr. Jesolyn Larry, Interim Information Technology Officer

 Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Interim Budget Director

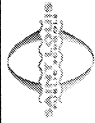
 Enos Moss, CFO/Treasurer

 Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: January 10, 2011
Dept / School: Technology Services		Reported By: J. F. Larry
Vendor: AT&T		Vendor #:
Contract # / P.O. #:		Contract Name: Smart Trunks
Contract Amount: \$3,600.00		Award Date: January 26, 2010
Purpose of Contract (Brief Description): To provide support for District phone system.		
<p>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</p>		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 X	
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5 X	
	4	
	3	
	2	
	1	
Business Relations	5 X	
	4	
	3	
	2	
	1	
Customer Satisfaction	5	
	4 X	
	3	
	2	
	1	
Cost Control	5	
	4 X	
	3	
	2	
	1	
Average Score	4.6	Add above ratings: divide the total by the number of areas being rated.
<p>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.</p>		
Please Check		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>



Board Resolution

Date: February 7, 2011
 To: Dr. Kelvin R. Adams, Superintendent
 From: Dr. Jesolyn Larry, Interim Information Technology Officer

Agenda Item: B-10-11-08
 Information: _____
 Action: X

Action to be Approved: _____ Other Transaction Descriptors: _____

Contract Renewal
 Previous Bd. Res. # 01-26-10-16
 Previous Year Cost \$ 107,340.00

SUBJECT:

To approve a contract renewal with AT&T to continue to provide a Fiber Wide Area Network (WAN) infrastructure Opt-e-man to support high speed data access for the period July 1, 2011 to June 30, 2012 at a cost not to exceed \$136,000.00 (SLPS match). The total value of the contract is \$975,816.67 (pre-discount).

BACKGROUND:

This service is needed to ensure a speedy and reliable Wide Area Network for all SLPS District locations. The data that is used for measurement is taken from SLPS' Magic Help Desk report of the amount of time the network is functioning. This is in keeping with the Accountability Goals of providing students, teachers, administrators and parents access to information and academic tools for teaching and learning.

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

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

Fund Source:	981 - 54 - 110 - 2828 - 6319	GOB	Requisition #:	
Amount:	\$ 136,000.00		Requisition #:	
Fund Source:	- - - - -		Requisition #:	
Amount:				
Fund Source:	- - - - -			
Amount:				
Cost not to Exceed:	\$ 136,000.00	X	Pending Funding Availability	Vendor #:

Department: _____ Technology Services

Dr. Jesolyn Larry, Interim Information Technology Officer

Angela Banks, Interim Budget Director

 Enos Moss, CFO/Treasurer

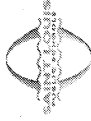
Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: January 10, 2011	
Dept / School: Technology Services	Reported By: J. F. Larry	
Vendor: AT&T	Vendor #:	
Contract # / P.O. #:	Contract Name: Fiber WAN Infrastructure	
Contract Amount: \$107,000.00	Award Date: January 26, 2010	
Purpose of Contract (Brief Description): To provide the District fiber WAN infrastructure-Opt-e-man.		
<p>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</p>		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 X 4 3 2 1	
Timeliness of Delivery or Performance	5 X 4 3 2 1	
Business Relations	5 X 4 3 2 1	
Customer Satisfaction	5 4X 3 2 1	
Cost Control	5 4 X 3 2 1	
Average Score	4.6	Add above ratings: divide the total by the number of areas being rated.
<p>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.</p>		
Please Check		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>



Board Resolution

Date: February 7, 2011
 To: Dr. Kelvin R. Adams, Superintendent
 From: Dr. Jesolyn Larry, Interim Information Technology Officer

Agenda Item: 03-10-11-09
 Information: _____
 Action: X

Action to be Approved: _____ Other Transaction Descriptors: _____

X Contract Renewal
 Previous Bd. Res. # 01-26-10-04
 Previous Year Cost \$ 30,100.00

SUBJECT:

To approve a contract renewal with Charter Business Solutions for local telephone service for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$30,100.00 (SLPS Match-based on Free and Reduced rate), pending receipt of the 2011-12 E-Rate Funding Commitment Decision Letter. The total cost of the contract is \$200,000.00 (pre-discount).

BACKGROUND:

The local telephone service was competitively bid through the E-Rate Form 470 that was filed in order to qualify for E-Rate funding. This service is needed to provide the local telephone service as needed at all SLPS locations. This is in keeping with the Accountability Goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning.

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


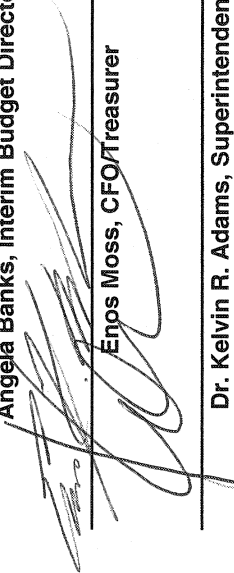
FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)

Fund Source:	981 - 8L - 110 - 2625 - 6361	GOB	Requisition #:
Amount:	\$ 30,100.00		
Fund Source:	- - - - -		Requisition #:
Amount:			
Fund Source:	- - - - -		Requisition #:
Amount:			
Cost not to Exceed:	\$ 30,100.00	<input checked="" type="checkbox"/>	Pending Funding Availability Vendor #: 600013545

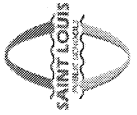
Department: _____ Technology Services


 Dr. Jesolyn Larry, Interim Information Technology Officer


 Mary M. Houlihan, Dep. Supt., Operations


 Angela Banks, Interim Budget Director

 Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: January 10, 2011	
Dept / School: Technology Services	Reported By: J. F. Larry	
Vendor: Charter Communications, LLC	Vendor #: 600009971	
Contract # / P.O. / #:	Contract Name: Local Phone Services	
Contract Amount: \$ 30,100.00	Award Date: January 26, 2010	
Purpose of Contract (Brief Description): To provide District local phone services.		
<p>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</p>		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 4X 3 2 1	
Timeliness of Delivery or Performance	5 4X 3 2 1	
Business Relations	5 4X 3 2 1	
Customer Satisfaction	5 4X 3 2 1	
Cost Control	5 4X 3 2 1	
Average Score	4	Add above ratings: divide the total by the number of areas being rated.
<p>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.</p>		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



Board Resolution

Date: February 14, 2011 Agenda Item: 03-10-11-10
 To: Dr. Kelvin R. Adams, Superintendent Information: _____
 From: Dr. Jesolyn Larry, Interim Information Technology Officer Action: X

Action to be Approved: _____ Other Transaction Descriptors: _____

Contract Renewal
 Previous Bd. Res. # 01-26-10-17
 Previous Year Cost \$ 140,200.00

SUBJECT:

To approve a contract renewal with Charter Business Solutions to continue to provide High Speed Internet Access for the period July 1, 2011 to June 30, 2012 at a cost not to exceed \$60,000.00 (pre-discount). The cost reflected is the total cost of the contract, pending receipt of the 2011-12 E-Rate Funding Commitment Decision Letter. The SLPS discounted portion is anticipated to be \$7,200 (14% SLPS match based on the Free and Reduced Rate) after receipt of E-Rate Funding.

BACKGROUND:

This service is needed to ensure internet access for all SLPS District locations. The data that is used for measurement is taken from SLPS' Magic Help Desk report of the amount of time the phone system is functioning. This is in keeping with the Accountability Goals of providing students, teachers, administrators and parents access to information and academic tools for teaching and learning. This will be paid via the Billed Entity Applicant Reimbursement Method.

Accountability Plan Goal: Goal III: Facilities, Resources Support		Objective/Strategy: III.B.	
FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)			
Fund Source:	981 - 54 - 110 - 2828 - 6319	GOB	Requisition #:
Amount:	\$ 60,000.00		
Fund Source:	- - - - -		Requisition #:
Amount:	- - - - -		
Fund Source:	- - - - -		Requisition #:
Amount:	- - - - -		
Cost not to Exceed:	\$ 60,000.00	<input checked="" type="checkbox"/>	Pending Funding Availability Vendor #: 600013545

Department: _____ Technology Services

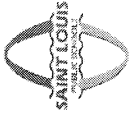
Dr. Jesolyn Larry, Interim Information Technology Officer

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: January 10, 2011
Dept / School: Technology Services		Reported By: J. F. Larry
Vendor: Charter Communications, LLC		Vendor #: 60009971
Contract # / P.O. #:		Contract Name: Internet Services
Contract Amount: \$ 140,000.00		Award Date: January 26, 2010
Purpose of Contract (Brief Description): To provide high speed Internet access.		
<p>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</p>		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 X	
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5 X	
	4	
	3	
	2	
	1	
Business Relations	5 X	
	4	
	3	
	2	
	1	
Customer Satisfaction	5	
	4 X	
	3	
	2	
	1	
Cost Control	5	
	4 X	
	3	
	2	
	1	
Average Score	4.6	Add above ratings: divide the total by the number of areas being rated.
<p>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.</p> <p style="text-align: right;">Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>		



Board Resolution

Date: February 7, 2011
 To: Dr. Kelvin R. Adams, Superintendent
 From: Dr. Jesolyn Larry, Interim Information Technology Officer

Agenda Item: 03-10-11-11
 Information: _____
 Action: X

Action to be Approved: _____ Other Transaction Descriptors: _____

Contract Renewal
 Previous Bd. Res. # 01-26-10-08
 Previous Year Cost \$ 159,800.00

SUBJECT:

To approve a contract renewal with TSI, Inc. for cable maintenance services for the period July 1, 2011 to June 30, 2012 at a cost not to exceed \$97,384.00 (SLPS match based on the Free and Reduced Rate) for local area network cabling maintenance at all eligible locations pending receipt of the 2011-12 E-Rate Funding Commitment Decision Letter. The total value of the contract is \$695,600.00 (pre-discount - 26% reduction from the original contract amount).

BACKGROUND:

This service is needed to protect/repair the network cabling as needed at all SLPS District locations, thus increasing network reliability and performance. The data that is used for measurement is taken from SLPS' Magic Help Desk report of the amount of time the phone system is functioning. This is in keeping with the Accountability Goals of providing students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning.

Accountability Plan Goal: Goal III: Facilities, Resources Support		Objective/Strategy: III.B.	
FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)			
Fund Source:	981 - 54 - 110 - 2828 - 6319	GOB	Requisition #:
Amount:	\$ 97,384.00		
Fund Source:	- - - - -		Requisition #:
Amount:			
Fund Source:	- - - - -		Requisition #:
Amount:			
Cost not to Exceed:	\$ 97,384.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600005437

Department: _____ Technology Services

Dr. Jesolyn Larry, Interim Information Technology Officer

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: January 29, 2011
Dept / School: Technology Services		Reported By: J. F. Larry
Vendor: TSI, Inc		Vendor #: 60005437
Contract # / P.O. / #:		Contract Name: Cabling Maintenance
Contract Amount: \$ 940,000.00		Award Date: January 26, 2010
Purpose of Contract (Brief Description): Repair/maintain network cabling in the District.		
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 <input checked="" type="checkbox"/>	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5 <input checked="" type="checkbox"/>	
	4	
	3	
	2	
	1	
Business Relations	5 <input checked="" type="checkbox"/>	
	4	
	3	
	2	
	1	
Customer Satisfaction	5 <input checked="" type="checkbox"/>	
	4	
	3	
	2	
	1	
Cost Control	5 <input checked="" type="checkbox"/>	
	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"/>



Board Resolution

Date: February 14, 2011 **Agenda Item:** 03-10-11-12
To: Dr. Kelvin R. Adams, Superintendent **Information:** _____
From: Dr. Jesolyn Larry, Interim Information Technology Officer **Action:** X

Action to be Approved: _____ **Other Transaction Descriptors:** _____
 Contract Renewal
Previous Bd. Res. # 01-26-10-09
Previous Year Cost \$ 545,636.00

SUBJECT:

To approve a contract renewal with TSI, Inc. to provide PBX telephone system maintenance for the period July 1, 2011 to June 30, 2012 at a cost not to exceed \$491,072.40 (pre-discount). The cost reflected is the total cost of the contract, pending receipt of the 2011-12 E-Rate Funding Commitment Decision Letter. The SLPS discounted portion is anticipated to be \$68,750.13 (14% SLPS match based on the Free and Reduced Rate) after receipt of the E-Rate Funding.


BACKGROUND:


This service is needed to protect/repair/replace the telephone equipment as needed at all SLPS District locations. The data that is used for measurement is taken from SLPS' Magic Help Desk report of the amount of time the phone system is functioning. This is in keeping with the Accountability Goals of providing students, teachers, administrators and parents access to information and academic tools for teaching and learning. Traditionally this has been paid via the Billed Entity Applicant Reimbursement Method.


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


FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)				
Fund Source:	981 - 54 - 110 - 2828 - 6319	GOB		Requisition #:
Amount:	\$ 491,072.40			
Fund Source:	- - - - -			Requisition #:
Amount:	- - - - -			
Fund Source:	- - - - -			Requisition #:
Amount:	- - - - -			
Cost not to Exceed:	\$ 491,072.40	<input checked="" type="checkbox"/>	Pending Funding Availability	Vendor #: 600005437


Department: _____ Technology Services


 Angela Banks, Interim Budget Director


 Eros Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent


 Dr. Jesolyn Larry, Interim Information Technology Officer


 Mary M. Houlihan, Dep. Supt., Operations



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: January 29, 2011	
Dept / School: Technology Services	Reported By: J. F. Larry	
Vendor: TSI, Inc	Vendor #: 60005437	
Contract # / P.O. #:	Contract Name: PBX Maintenance	
Contract Amount: \$ 545,636.00	Award Date: January 26, 2010	
Purpose of Contract (Brief Description): Repair/maintain District PBX telephone systems.		
<p>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</p>		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 X	
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5 X	
	4	
	3	
	2	
	1	
Business Relations	5 X	
	4	
	3	
	2	
	1	
Customer Satisfaction	5 X	
	4	
	3	
	2	
	1	
Cost Control	5	
	4 X	
	3	
	2	
	1	
Average Score	4.8	Add above ratings: divide the total by the number of areas being rated.
<p>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.</p> <p style="text-align: right;">Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>		



Board Resolution

Date: February 7, 2011
 To: Dr. Kelvin R. Adams, Superintendent
 From: Dr. Jesolyn Larry, Interim Information Technology Officer

Agenda Item: 03-10-11-13
 Information: _____
 Action: X

Action to be Approved: _____ Other Transaction Descriptors: _____

Contract Renewal
 Previous Bd. Res. # 01-26-10-10
 Previous Year Cost \$ 34,371.00

SUBJECT:

To approve a contract renewal with IPNS, LLC for Cisco network equipment end-of-life maintenance services for the period July 1, 2011 to June 30, 2012 at a cost not to exceed \$24,059.00 (SLPS match based on the Free and Reduced Rate) for maintenance at all eligible locations pending receipt of the 2011-12 E-Rate Funding Commitment Decision Letter. The total value of the contract is \$171,853.00 (pre-discount - 15% reduction from previous year).

BACKGROUND:

This service is needed to protect/repair the Cisco network equipment that is no longer under warranty, thus increasing network reliability and performance. The data that is used for measurement is taken from SLPS' Magic Help Desk report of the amount of time the phone system is functioning. This is in keeping with the Accountability Goals of providing students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning.

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

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

Fund Source:	981 - 54 - 110 - 2828 - 6319	GOB	Requisition #:
Amount:	\$ 24,059.00		
Fund Source:	- - - - -		Requisition #:
Amount:	- - - - -		
Fund Source:	- - - - -		Requisition #:
Amount:	- - - - -		
Cost not to Exceed:	\$ 24,059.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600009971

Department: _____ Technology Services

Angela Banks, Interim Budget Director

Dr. Jesolyn Larry, Interim Information Technology Officer

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final X Quarterly <input type="checkbox"/>	Report Date: January 10, 2011	
Dept / School: Technology Services	Reported By: J. F. Larry	
Vendor: IPNS, LLC	Vendor #: 600009971	
Contract # / P.OI #:	Contract Name: Cisco Network End-Of-Life	
Contract Amount: \$ 202,180.00	Award Date: January 26, 2010	
Purpose of Contract (Brief Description): Maintenance of end of life hardware.		
<p>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</p>		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5	
	4X	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5	
	4X	
	3	
	2	
	1	
Business Relations	5	
	4X	
	3	
	2	
	1	
Customer Satisfaction	5	
	4X	
	3	
	2	
	1	
Cost Control	5	
	4X	
	3	
	2	
	1	
Average Score	4.0	Add above ratings: divide the total by the number of areas being rated.
<p>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.</p> <p style="text-align: right;">Please Check Yes X No <input type="checkbox"/></p>		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

- Type of report** Identify if this the 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** This 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



Board Resolution

Date: February 14, 2011 Agenda Item: 03-10-71-14
 To: Dr. Kelvin R. Adams, Superintendent Information: _____
 From: Dr. Jesolyn Larry, Interim Information Technology Officer Action: X

Action to be Approved: _____ Other Transaction Descriptors: _____

X Contract Renewal
 Previous Bd. Res. # 01-26-10-12
 Previous Year Cost \$ 499,200.00

SUBJECT:

To approve a contract renewal with IPNS, LLC for Local Area Network (LAN) maintenance services for the period July 1, 2011 to June 30, 2012 at a cost not to exceed \$449,280.00 (pre-discount). The cost reflected is the total cost of the contract, pending receipt of the 2011-12 E-Rate Funding Commitment Decision Letter. The SLPS discounted portion is anticipated to be \$55,000.00 (14% SLPS match based on the Free and Reduced Rate) after receipt of E-Rate Funding.

BACKGROUND:

This service is needed to ensure that the local area network is running 99.9% of the time. The data that is used for measurement is taken from SLPS' Magic Help Desk report of the amount of time the phone system is functioning. This is in keeping with the Accountability Goals of providing students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. Traditionally this has been paid via the Billed Entity Applicant Reimbursement Method.

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

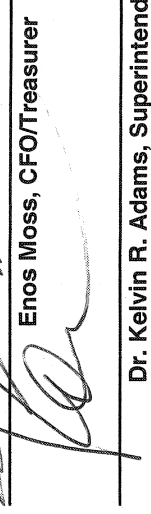
FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)	
Fund Source: 981 - 54 - 110 - 2828 - 6319	Requisition #: _____
Amount: \$ 449,280.00	Requisition #: _____
Fund Source: - - - - -	Requisition #: _____
Amount: - - - - -	Requisition #: _____
Fund Source: - - - - -	Requisition #: _____
Amount: - - - - -	Requisition #: _____
Cost not to Exceed: \$ 449,280.00	Pending Funding Availability Vendor #: 600009971

Department: _____ Technology Services

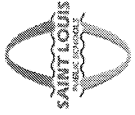

 Dr. Jesolyn Larry, Interim Information Technology Officer

_____ Enos Moss, CFO/Treasurer


 Angela Banks, Interim Budget Director


 Dr. Kelvin R. Adams, Superintendent


 Mary M. Houlihan, Dep. Supt., Operations



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: January 10, 2011	
Dept / School: Technology Services	Reported By: J. F. Larry	
Vendor: IPNS, LLC	Vendor #: 600009971	
Contract # / P.O. #:	Contract Name: LAN Maintenance	
Contract Amount: \$ 499,200.00	Award Date: January 26, 2010	
Purpose of Contract (Brief Description): Maintenance of the Local Area Network		
<p>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</p>		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 X	
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5 X	
	4	
	3	
	2	
	1	
Business Relations	5 X	
	4	
	3	
	2	
	1	
Customer Satisfaction	5 X	
	4	
	3	
	2	
	1	
Cost Control	5	
	4 X	
	3	
	2	
	1	
Average Score	4.8	Add above ratings: divide the total by the number of areas being rated.
<p>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.</p>		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



Board Resolution

Date: February 14, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Jesolyn Larry, Interim Information Technology Officer

Agenda Item: D3-10-11-15

Information: _____

Action: X

Action to be Approved: _____

Contract Renewal

Previous Bd. Res. # 01-26-10-13

Previous Year Cost \$ 655,200.00

Other Transaction Descriptors: _____

SUBJECT:

To approve a contract renewal with IPNS, LLC for Wide Area Network (WAN) maintenance services for the period July 1, 2011 to June 30, 2012 at a cost not to exceed \$589,680.00 (pre-discount). The cost reflected is the total cost of the contract, pending receipt of the 2011-12 E-Rate Funding Commitment Decision Letter. The SLPS discounted portion is anticipated to be \$82,555.00 (14% SLPS match based on the Free and Reduced Rate) after receipt of E-Rate Funding.

BACKGROUND:

This service is needed to ensure that the wide area network is running 99.9% of the time. The data that is used for measurement is taken from SLPS' Magic Help Desk report of the amount of time the phone system is functioning. This is in keeping with the Accountability Goals of providing students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. Traditionally this has been paid via the Billed Entity Applicant Reimbursement Method.

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy:

III.B.

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

Fund Source:	981	-	54	-	110	-	2828	-	6319	GOB	Requisition #:
Amount:	\$						589,680.00				
Fund Source:	-						-		-		Requisition #:
Amount:							-		-		
Fund Source:	-						-		-		Requisition #:
Amount:							-		-		
Cost not to Exceed:	\$						589,680.00	<input checked="" type="checkbox"/>	X	Pending Funding Availability	Vendor #:
											600009971

Department: _____ Technology Services

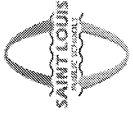
Dr. Jesolyn Larry, Interim Information Technology Officer

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houghman, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: January 10, 2011	
Dept / School: Technology Services	Reported By: J. F. Larry	
Vendor: IPNS, LLC	Vendor #: 600009971	
Contract # / P.O. #:	Contract Name: WAN Maintenance	
Contract Amount: \$ 655,200.00	Award Date: January 26, 2010	
Purpose of Contract (Brief Description): Maintenance of the Wide Area Network		
<p>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</p>		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 X	
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5 X	
	4	
	3	
	2	
	1	
Business Relations	5 X	
	4	
	3	
	2	
	1	
Customer Satisfaction	5 X	
	4	
	3	
	2	
	1	
Cost Control	5	
	4 X	
	3	
	2	
	1	
Average Score	4.8	Add above ratings: divide the total by the number of areas being rated.
<p>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.</p>		
Please Check		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>



Board Resolution

Date: February 7, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Jesolyn Larry, Interim Information Technology Officer

Agenda item: 03-10-11-16
Information: _____
Action: X

Action to be Approved: _____ **Other Transaction Descriptors:** _____

Contract Renewal
Previous Bd. Res. # 01-26-10-14
Previous Year Cost \$ 19,594.00

SUBJECT:

To approve a contract renewal with IPNS, LLC for Uninterruptible Power Supply (UPS) maintenance services for the period July 1, 2011 to June 30, 2012 at a cost not to exceed \$13,715.76 (SLPS match based on the Free and Reduced Rate) at all eligible locations pending receipt of the 2011-12 E-Rate Funding Commitment Decision Letter. The total value of the contract is \$97,969.74 (pre-discount - reduced by 15% from the original contract amount).

BACKGROUND:

This service is needed to prevent power interruptions to the network and protect the equipment which will increase network reliability and performance. The data that is used for measurement is taken from SLPS' Magic Help Desk report of the amount of time the phone system is functioning. This is in keeping with the Accountability Goals of providing students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning.

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy:

III.B.

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

Fund Source:	981 - 54 - 110 - 2828 - 6319	GOB	Requisition #:
Amount:	\$ 13,715.76		
Fund Source:	- - - - -		Requisition #:
Amount:			
Fund Source:	- - - - -		Requisition #:
Amount:			
Cost not to Exceed:	\$ 13,715.76	<input checked="" type="checkbox"/>	Pending Funding Availability Vendor #: 600009971

Department: _____ Technology Services

Dr. Jesolyn Larry, Interim Information Technology Officer

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

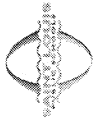


Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: January 10, 2011	
Dept / School: Technology Services	Reported By: J. F. Larry	
Vendor: IPNS, LLC	Vendor #: 600009971	
Contract # / P.O. / #:	Contract Name: UPS Maintenance	
Contract Amount: \$ 115,258.00	Award Date: January 26, 2010	
Purpose of Contract (Brief Description): Maintenance of Uninterruptable Power Sources.		
<p>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</p>		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 4X 3 2 1	
Timeliness of Delivery or Performance	5 4X 3 2 1	
Business Relations	5 4X 3 2 1	
Customer Satisfaction	5 4X 3 2 1	
Cost Control	5X 4 3 2 1	
Average Score	4.2	Add above ratings: divide the total by the number of areas being rated.
<p>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.</p>		
<p>Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>		

ITEM 03-10-11-17

**APPROVED
AT THE
2/17/11 MEETING**



Board Resolution

Date: February 7, 2011

Agenda Item: 03-10-11-18

To: Dr. Kelvin R. Adams, Superintendent

Information: _____

From: Enos K. Moss, CFO/Treasurer

Action: X

Action to be Approved:

Other Transaction Descriptors: Monthly Report Approval

X Financial Report Approval

SUBJECT:

Monthly Board Transaction Report for January 2011.

BACKGROUND:

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy:

III.D.

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

Fund Source:	-	-	-	-	-
Amount:					
Fund Source:	-	-	-	-	-
Amount:					
Fund Source:	-	-	-	-	-
Amount:					
Cost not to Exceed:	\$	-	-	-	-

Requisition #:

Requisition #:

Requisition #:

Pending Funding Availability Vendor #:

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

Monthly Budget Report
Dates: 01-01-2011 - 01-31-2011
Fiscal Year: 2010 - 2011

110-INCIDENTAL

1 SAP Hierarchy Doc #: 0501789223
SAP Entry Doc #: 0501789185

From:	110-1411	-	815-MY-110	-	6319
To:	110-1411	-	815-MY-110	-	6411
	110-1411	-	815-MY-110	-	6342
	110-1411	-	847-MY-110	-	6342
	110-1411	-	847-MY-110	-	6411
	110-1411	-	847-MY-110	-	6319
Control No:	B1011-1428				
From Amount:	160,681.33-				
To Amount:	160,681.33				

Text: Reallocate Instrumental music budget from location 815 to 847.

2 SAP Hierarchy Doc #: 0501789226
SAP Entry Doc #: 0501789188

From:	110-2411	-	173-00-110	-	6363
To:	110-1411	-	173-55-110	-	6261
	110-1411	-	173-55-110	-	6231
Control No:	B1011-1481				
From Amount:	16.40-				
To Amount:	16.40				

Text: To fund 2nd Semester Non-Athletic Extra Service.

3 SAP Hierarchy Doc #: 0501789296
SAP Entry Doc #: 0501789258

From:	110-1131	-	847-00-110	-	6541
To:	110-2218	-	847-00-110	-	6411
Control No:	B1011-1557				
From Amount:	50,000.00-				
To Amount:	50,000.00				

Text: Budget transfer needed to reallocate science money for needed supplies for Curriculum & Instruction.

Monthly Budget Report
Dates: 01-01-2011 - 01-31-2011
Fiscal Year: 2010 - 2011

120-INCIDENTAL

1 SAP Hierarchy Doc #: 0501789225
SAP Entry Doc #: 0501789187

From:	110-2411	-	173-00-110	-	6363
To:	120-1411	-	173-55-120	-	6143
Control No:	B1011-1481				
From Amount:	156.96-				
To Amount:	156.96				

Text: To Fund 2nd Semester Non-Athletic Extra Service.

2 SAP Hierarchy Doc #: 0501789295
SAP Entry Doc #: 0501789257

From:	110-2411	-	156-00-110	-	6149
	110-2411	-	156-00-110	-	6231
	110-2411	-	156-00-110	-	6261
	110-2411	-	156-PR-110	-	6143
	110-2411	-	156-PR-110	-	6231
	110-2411	-	156-PR-110	-	6261
	120-1411	-	156-55-120	-	6261
	120-1411	-	156-55-120	-	6231
	120-1411	-	156-55-120	-	6143
	120-1411	-	156-55-120	-	6261
	120-1411	-	156-55-120	-	6231
	120-1411	-	156-55-120	-	6143
Control No:	B1011-1556				
From Amount:	10,739.18-				
To Amount:	10,739.18				

Text: To Fund Non-Athletic Extra Service.

9,595.52-	110-2411	-	156-00-110	-	6149
734.06	110-2411	-	156-00-110	-	6231
268.67-	110-2411	-	156-00-110	-	6261
127.60-	110-2411	-	156-PR-110	-	6143
9.76-	110-2411	-	156-PR-110	-	6231
3.57-	110-2411	-	156-PR-110	-	6261
3.57-	120-1411	-	156-55-120	-	6261
127.60	120-1411	-	156-55-120	-	6143
268.67	120-1411	-	156-55-120	-	6261
734.06	120-1411	-	156-55-120	-	6231
9,595.52	120-1411	-	156-55-120	-	6143

Monthly Budget Report
Dates: 01-01-2011 - 01-31-2011
Fiscal Year: 2010 - 2011

3 SAP Hierarchy Doc #: 0501789276
3 SAP Entry Doc #: 0501789238

From:	110-2218	-	816-00-110	-	6411	-	3,168.86-
To:	120-2122	-	880-55-120	-	6143	-	3,168.86
Control No:	B1011-1531						
From Amount:	3,168.86-						
To Amount:	3,168.86						
Text: Transfer funds for counselor extra service.							

Monthly Budget Report
Dates: 01-01-2011 - 01-31-2011
Fiscal Year: 2010 - 2011

640-FED STIMULUS-TITLE I

1 SAP Hierarchy Doc #: 0501789171

SAP Entry Doc #: 0501789133

	From:	640-1177	-	186-AD-640	6541	
	To:	640-1177	-	186-AD-640	6384	60,000.00-
		640-1177	-	186-AD-640	6383	373.00-
		640-1177	-	186-AD-640	6383	373.00
		640-1177	-	186-AD-640	6443	7,627.00
		640-1177	-	186-AD-640	6411	10,088.00
	Control No:	B1011-1353				42,285.00
	From Amount:	60,373.00-				
	To Amount:	60,373.00				

Text: To cover expenses for remainder of year, including ASCD Conference
3/25/11 - 3/28/11 in San Francisco, CA for Tina Hamilton, Renee
Racette, Damaris White, and Amy Phillips.

Monthly Budget Report
Dates: 01-01-2011 - 01-31-2011
Fiscal Year: 2010 - 2011

909-CAP PROF A/C 2009

1 SAP Hierarchy Doc #: 0501789259
SAP Entry Doc #: 0501789221

From:	909-2624	-	559-HE-909	-	6522
To:	909-2624	-	502-HE-909	-	6522
Control No:	B1011-1511				
From Amount:	1,945,590.00-				
To Amount:	1,945,590.00				

Text: Transfer funds to support mechanical upgrades at Jefferson Elementary School as part of the ongoing A/C bond projects. CER Mechanical will provide upgrades from Feb-2011 to Oct-2011. 1.19.11

2 SAP Hierarchy Doc #: 0501789260
SAP Entry Doc #: 0501789222

From:	909-2624	-	125-HE-909	-	6522
To:	909-2624	-	905-HE-909	-	6522
Control No:	B1011-1512				
From Amount:	225,000.00-				
To Amount:	225,000.00				

Text: Transfer funds to support a mechanical upgrade at various schools as a part of the ongoing AC bond projects. Environmental consultants will provide hazardous materials consulting support services on an "as needed basis" from Feb-2011 to Oct-2013. 1.19.11

March 31, 2011



Board Resolution

Date: February 24, 2011
 To: Dr. Kelvin R. Adams, Superintendent
 From: Dr. Carlinda Purcell, Dep. Supt. - Academics

Agenda Item: 13-31-1-01
 Information: _____
 Action: X

Action to be Approved: _____
 X Memorandum of Understanding

Other Transaction Descriptors: _____

SUBJECT:

To ratify the Memorandum of Understanding (MOU) with the YWCA to provide the Emerging Entrepreneurs Program for students in grades 6-12 to introduce the concept of entrepreneurship. The program will include workshops, presentations, fieldtrips, networking with local entrepreneurs, and other activities to provide a practical application and understanding of entrepreneurship. The MOU will be for the period February 4, 2011 to June 7, 2013.

BACKGROUND:

The YWCA will coordinate the program with the Career and Technical Education Division and provide professional staff to facilitate the Emerging Entrepreneurs Program. The goals of the program are for the students to acquire the knowledge and skills to gather, analyze and apply information and ideas, communicate effectively, recognize and solve problems, and develop employment/career skills.




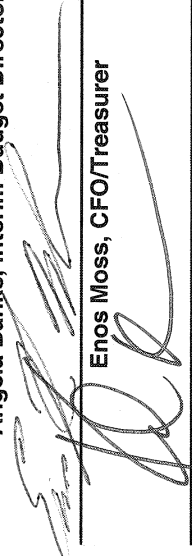

Accountability Plan Goal: Goal IV: Parent, Community Involvement Objective/Strategy: IV.A.

FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)			
Fund Source:	-	-	-
Amount:	No Cost		
Fund Source:	-	-	-
Amount:			
Fund Source:	-	-	-
Amount:			
Cost not to Exceed:	No Cost		Pending Funding Availability Vendor #:

Fund Source:	-	-	-
Amount:	No Cost		
Fund Source:	-	-	-
Amount:			
Fund Source:	-	-	-
Amount:			
Cost not to Exceed:	No Cost		Pending Funding Availability Vendor #:

Fund Source:	-	-	-
Amount:	No Cost		
Fund Source:	-	-	-
Amount:			
Fund Source:	-	-	-
Amount:			
Cost not to Exceed:	No Cost		Pending Funding Availability Vendor #:

Pending Funding Availability Vendor #:

 Blake Youde, Dep. Supt. - Institutional Advancement	 Angela Banks, Interim Budget Director
 Dr. Carlinda Purcell, Dep. Supt. - Academics	 Enos Moss, CFO/Treasurer
	 Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the YWCA Metro St. Louis YW-Teens Program (“YWCA”) and the Career & Technical Education Division of St. Louis Public School District (“SLPS”) on this 4 day of February, 2011.

- Purpose:** The purpose of this Memorandum of Understanding is to establish a partnership between YWCA and SLPS in order to introduce students in grades 6-12 to entrepreneurship through a series of experiential activities that will provide practical application and understanding of entrepreneurship and financial literacy. Students will participate in a variety of learning experiences that includes but is not limited to workshops, presentations, fieldtrips, networking with local entrepreneurs, elevator pitch and business competitions. The program will enhance students’ understanding of economic productivity, improve participating students’ business, academic, career and life skills and give them the necessary competencies to compete in a global marketplace.
- Program Description:** The YWCA YW-Teens Emerging Entrepreneurs Program is a year-round economic empowerment program that introduces middle and high school students (co-ed) to entrepreneurship through a series of activities: Emerging Entrepreneurs Prep Day, Emerging Entrepreneurs Elevator Pitch Competition, Emerging Entrepreneurs Institute and Emerging Entrepreneurs Showcase. Each component will incorporate in the curriculum, academic standards similar to those stated in the Missouri Show Me Standards. Emerging Entrepreneurs helps youth develop their individual abilities, skills and talents using entrepreneurship education to connect young people to school, community, and the workplace by incorporating hands-on activities and interactive learning relevant to the real world and to the students’ interests and level of understanding.
- Scope of Services:** YWCA agrees to provide the Scope of Work (Exhibit A) reflects the true and completes description of services to be provided to SLPS.
- Program Goals, Success Indicators, Outcomes and Evaluation:** YWCA agrees to the Goals, Success Indicators, Outcomes and Evaluation (Exhibit B) as attached. These goals, indicators and outcomes provide a basis for ascertaining that the YWCA has delivered the services to SLPS as described in the Scope of Work.
- Partner Responsibilities**
YWCA agrees to:
 - Assign at least one YWCA staff member to act as liaison between the YWCA and SLPS specifically Career and Technical Education Division (CTE) staff to successfully execute this MOU.
 - Work with SLPS specifically CTE staff to select schools, devise a program schedule and enrichment activities that coincides and enhances classroom instruction.
 - Coordinate and implement the Emerging Entrepreneurs Program (as detailed in the program description above) at each school location agreed upon by YWCA and SLPS/CTE to include curriculum and supplementary materials that incorporates district/state standards, instructors, special guest speakers, competition judges, and all other required resources.
 - Provide professional and qualified staff to facilitate the Emerging Entrepreneurs Program.
 - Provide opportunities for formal and informal staff and participant feedback, evaluation of services, and will take this information into consideration when making modifications to services.
 - Provide timely responses to requests, phone calls and emails from CTE staff.
 - Report on an annual basis the progress of participant outcomes.
 - Provide training and professional development information and/or opportunities for CTE staff, teachers and youth peer leaders to increase their knowledge of the tenets of entrepreneurship.

SLPS Division of Career and Technical Education agrees to:

- Assign at least one SLPS CTE staff member to act as liaison between the YWCA and SLPS to successfully execute this MOU.
- Facilitate meeting(s) with principal and/or school staff at partnering schools to ensure successful implementation of services as outlined in the Scope of Work (Exhibit A). This also includes securing a written agreement/understanding with each participating school outlining the expectations, roles and responsibilities of the partnership between the YWCA, CTE and school.
- Register students for the Emerging Entrepreneurs Program at participating schools with a minimum of 100 students per each Emerging Entrepreneurs Elevator Pitch Competition, a maximum of 20 students per each Emerging Entrepreneurs Academy, and a maximum of 100 students per each Emerging Entrepreneurs Showcase and Conference.
- Secure program space and resources at participating school as needed for program operations (i.e. computers, internet access for student use, overhead projectors, etc.)
- Encourage active student participation in all activities to include the completion of assignments.
- Support the collection of evaluation data from students and staff to measure program impact/success.
- Provide on-site logistical support to the YWCA program staff, as needed.
- Communicate with YWCA staff in a timely manner regarding scheduling and other program impacting issues and events, i.e., school calendar, emergency school closings, SLPS policies and procedures where applicable, etc.
- Provide timely responses to requests, phone calls and emails from YWCA staff.
- Acknowledge partnership with YWCA in printed materials, media communications and other public relations mediums regarding this program. Prior approval/consent is required by the YWCA.

6. Fundraising: It is understood by YWCA that the SLPS does not endorse any fundraising efforts by the YWCA, whether or not associated with the activities and duties contemplated by this MOU. To the extent that the YWCA 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.

7. 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.

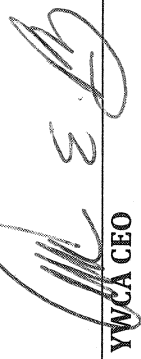
8. Background Checks: All YWCA personnel providing services under this MOU that may in any way come into contact with students will undergo a background check by the Department of Health and Senior Services (Family Care Safety Registry) prior to the provision of services. Background checks will be paid for by the YWCA. The SLPS shall not be liable for the cost of background checks under any circumstance. The YWCA will provide written confirmation to SLPS that the background checks on all personnel hereunder reflected no negative findings that said personnel passed the background check and are, therefore, eligible to provide services under this MOU.

9. Student Information: The YWCA 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 YWCA 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 YWCA 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").

10. **Term and Termination:** The term of the MOU will be 2.3 years from the Effective Date (February 4, 2011 - June 7, 2013), 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.

The signatures below represent complete understanding and agreement to the Memorandum of Understanding by each person (Authorized SLPS Personnel or Administrator Signature Required).



YWCA CEO

Authorized SLPS Personnel



YWCA Youth Division Director

Adrian E. Bracy

Printed Name

Shahia M. Ford

Printed Name

Date

2-4-11

Date

2.4.11

Date

EXHIBIT A

Scope of Work YWCA Metro St. Louis YW-Teens Emerging Entrepreneurs Program February 4, 2011 through June 7, 2013

To prepare students to succeed in school, work and life the YWCA YW-Teens Emerging Entrepreneurs Program will provide high quality entrepreneurship education through various program components and activities for middle and high school students in the St. Louis Public School District. The YW-Teens Emerging Entrepreneurs Program includes but is not limited to the following:

1. **Emerging Entrepreneurs Institute** is a 4-week course (approximately 8 hours) held on the campuses of various middle and high schools in order to teach students how to own and operate their own business. The course culminates with the completion of a business concept and/or business plan presentation at the Emerging Entrepreneurs Showcase and Conference to be hosted by the YWCA and the SLPS Career and Technical Education Division. The Academy will be held at high schools that register for the program at the Emerging Entrepreneur Elevator Pitch Competition. The quality of the resulting business plans will be assessed by practicing entrepreneurs, and business educators.
2. **Emerging Entrepreneurs Prep Day:** is a 50-minute workshop designed to teach students basic “elevator pitch” techniques and outlines business skills needed to prepare for the Emerging Entrepreneurs Elevator Pitch Competition.
3. **Emerging Entrepreneurs Elevator Pitch Competition:** an all-day event designed for students to apply and practice ‘elevator pitch’ techniques along with other business skills by making presentations to obtain funding and other start-up resources. A networking lunch is included to allow students to interact in-person with local entrepreneurs and business leaders.
4. **Emerging Entrepreneurs Showcase:** an all-day conference geared toward students who participated in the Emerging Entrepreneurs Academy and/or competed and won 1st, 2nd, or 3rd place in the Emerging Entrepreneurs Elevator Pitch Competition. Through a combination of interactive workshops and dynamic speakers these potential entrepreneurs will hone business and life skills such as effective communication, decision making, professionalism, and customer service, etc. Students will have opportunities to network with program peers and successful adult entrepreneurs and receive feedback through individual business concept judging.

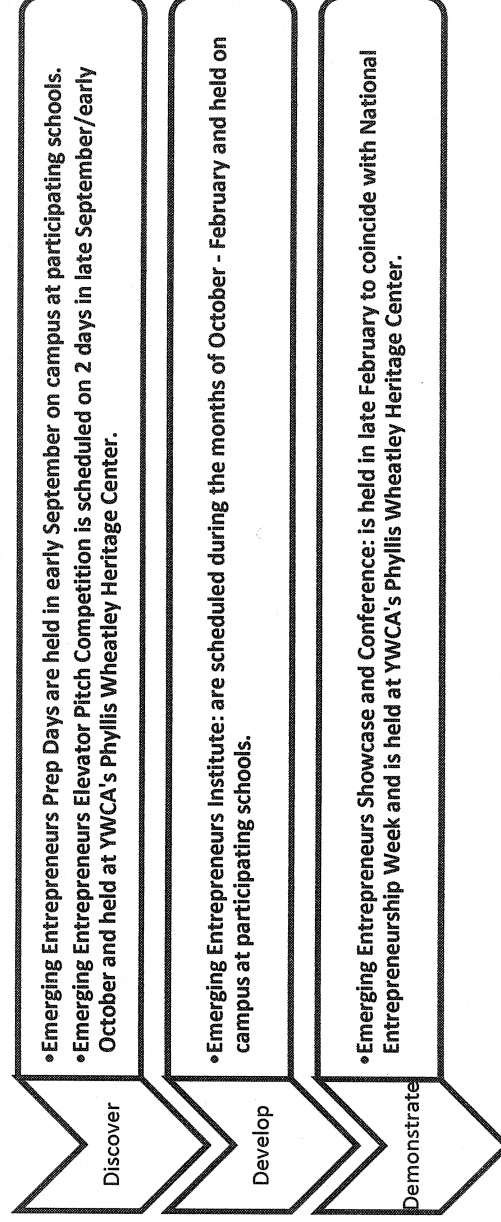


EXHIBIT B

Program Goals, Success Indicators, Outcomes and Evaluation YWCA Metro St. Louis YW-Teens Emerging Entrepreneurs Program February 4, 2011 through June 7, 2013

Program Goals:

1. Students will acquire the knowledge and skills to gather, analyze and apply information and ideas.
2. Students will acquire the knowledge and skills to communicate effectively.
3. Students will acquire the knowledge and skills to recognize and solve problems.
4. Students will acquire knowledge of employment/career skills.

Program Success Indicators:

1. Number of entrepreneurial activities implemented.
2. Number of youth participants registered at events.
3. Number of youth in attendance at events.
4. Number of business concepts/plans developed by youth.
5. Number of youth that compete in a business concept/plan competition.
6. Number of hours of entrepreneurship education delivered/completed.
7. Number of students requesting additional support for businesses or ventures beyond the Scope of Services listed within the MOA.

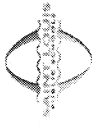
Program Outcomes:

1. 70% of students will demonstrate the ability to organize data, information and ideas into a business concept/plan for analysis and/or presentation as measured by pre/post evaluation, teacher and third party observation.
2. 70% of students will demonstrate the ability to plan and make written, oral and visual presentations for business competitions as measured by pre/post evaluation, teacher and third party observation.
3. 70% of students will demonstrate the ability to identify a problem and develop a business strategy to solve the problem as measured by pre/post evaluation, teacher and third party observation.
4. 70% of students will demonstrate employment/career skills such as: effective communication, teamwork, problem-solving, time management, etc.

Program Evaluation:

The YWCA will evaluate each program component to assess student/partner satisfaction and progress toward agreed upon goals and outcomes. The YWCA will compile an annual report and share findings with SLPS staff at the end of each academic year.

The YWCA is committed to the ongoing success of program participants that extends beyond the Scope of Services listed within the MOU and will conduct periodic follow up with students, as well as, offer support services for Emerging Entrepreneurs Program Alumni upon request.



Board Resolution

Date: February 24, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Carlinda Purcell, Dep. Supt. - Academics

Agenda Item: 03-31-11-02
Information: _____
Action: X

Action to be Approved:
 X Memorandum of Understanding

Other Transaction Descriptors: _____

SUBJECT:

To approve the Memorandum of Understanding (MOU) with the Metropolitan Police Department of the City of St. Louis to open and operate a Department satellite office at Ford Elementary School. The MOU will be for the period March 11, 2011 to June 30, 2012.

BACKGROUND:

The Metropolitan Police Department of the City of St. Louis will staff and operate the satellite office. SLPS is providing the space and building security for the office.

Accountability Plan Goal: Goal IV: Parent, Community Involvement

Objective/Strategy:

IV.A.

FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)	
Fund Source: - - - - -	Requisition #:
Amount: No Cost	
Fund Source: - - - - -	Requisition #:
Amount:	
Fund Source: - - - - -	Requisition #:
Amount:	
Cost not to Exceed: <input type="checkbox"/> No Cost	Pending Funding Availability Vendor #:

Blake Yaude
 Blake Yaude, Dep. Supt. - Institutional Advancement

Carlinda Purcell
 Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks
 Angela Banks, Interim Budget Director

Engs Moss
 Engs Moss, CFO/Treasurer

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

METROPOLITAN POLICE DEPARTMENT – CITY OF ST. LOUIS

AGREEMENT FOR OPENING AND OPERATING SATELLITE OFFICES

This agreement is made between the St. Louis Metropolitan Police Department, hereafter referred to as “The Department” and the owners of the property located at Ford Elementary School, regarding the opening and operation of a Department satellite office, hereafter referred to as a substation.

The owner of the property at the above location understands that the opening and operation of a substation at this location is governed by the procedures set forth in the St. Louis Metropolitan Police Department’s Special Order, SO 5-17, Section III, titled “Opening and Operating Satellite Offices.”

Henceforth, in accordance with SO 5-17, the owner of the property at the above location agrees to the following conditions regarding the opening and operation of said substation:

- **Department personnel must be provided with access to the substation at all times, without the prior consent of others.**
- **The facility must be structurally sound and comply with all city, state and federal codes.**
- **The facility must be heated and cooled, have electrical outlets, be reasonably secure from break-in and be sufficiently furnished and equipped.**
- **The facility must be clearly marked to indicate its status to the public with markings of the Metropolitan Police Department and instructions for accessing emergency police services.**
- **The Department will not agree to pay any rent or maintenance costs for any substation.**
- **Payment or rent by any other entity will not entitle that entity to any special services of the Department.**
- **The District Commander will be responsible for regular inspection of the facility to ensure it is well maintained and properly used.**
- **The Department will not be committed to regular staffing of the substation as a condition of its operation or maintenance.**
- **Supervisors and Commanders may otherwise make staffing commitments as they deem necessary.**

The Department and the owner of the property at the above location, or an agent of the owner, have read this agreement and agree to be bound by its terms and conditions on this date _____.

Owner or agent: _____

Department Representative: _____

Original: Forward to Bureau of Community Policing



Board Resolution

Date: February 24, 2011
 To: Dr. Kelvin R. Adams, Superintendent
 From: Dr. Carlinda Purcell, Dep. Supt. - Academics

Agenda Item: 03-31-11-03
 Information: _____
 Action: X

Action to be Approved: X
Memorandum of Understanding

Other Transaction Descriptors: _____

SUBJECT:

To approve the Memorandum of Understanding (MOU) with the Metropolitan Police Department of the City of St. Louis to open and operate a Department satellite office at Hamilton Elementary School. The MOU will be for the period March 11, 2011 to June 30, 2012.

BACKGROUND:

The Metropolitan Police Department of the City of St. Louis will staff and operate the satellite office. SLPS is providing the space and building security for the office.

Accountability Plan Goal: Goal IV: Parent, Community Involvement Objective/Strategy: IV.A.

FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)	
Fund Source:	- - - - -
Amount:	No Cost
Fund Source:	- - - - -
Amount:	- - - - -
Fund Source:	- - - - -
Amount:	- - - - -
Cost not to Exceed:	No Cost <input type="checkbox"/>

Requisition #:

Fund Source: - - - - -

-

Requisition #:

Fund Source: - - - - -

-

Requisition #:

Fund Source: - - - - -

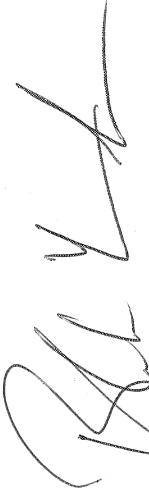
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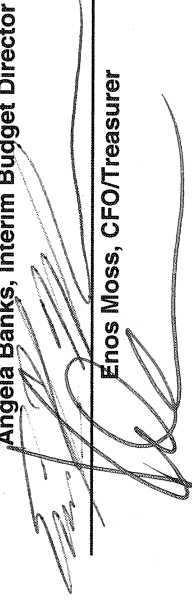
Requisition #:

Cost not to Exceed: No Cost

Pending Funding Availability

Vendor #:


 Blake Yarde, Dep. Supt. - Institutional Advancement


 Angela Banks, Interim Budget Director

 Enos Moss, CFO/Treasurer

Dr. Carlinda Purcell, Dep. Supt. - Academics

Dr. Kelvin R. Adams, Superintendent

METROPOLITAN POLICE DEPARTMENT – CITY OF ST. LOUIS

AGREEMENT FOR OPENING AND OPERATING SATELLITE OFFICES

This agreement is made between the St. Louis Metropolitan Police Department, hereafter referred to as “The Department” and the owners of the property located at Hamilton Elementary School, regarding the opening and operation of a Department satellite office, hereafter referred to as a substation.

The owner of the property at the above location understands that the opening and operation of a substation at this location is governed by the procedures set forth in the St. Louis Metropolitan Police Department’s Special Order, SO 5-17, Section III, titled “Opening and Operating Satellite Offices.”

Henceforth, in accordance with SO 5-17, the owner of the property at the above location agrees to the following conditions regarding the opening and operation of said substation:

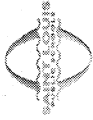
- **Department personnel must be provided with access to the substation at all times, without the prior consent of others.**
- **The facility must be structurally sound and comply with all city, state and federal codes.**
- **The facility must be heated and cooled, have electrical outlets, be reasonably secure from break-in and be sufficiently furnished and equipped.**
- **The facility must be clearly marked to indicate its status to the public with markings of the Metropolitan Police Department and instructions for accessing emergency police services.**
- **The Department will not agree to pay any rent or maintenance costs for any substation.**
- **Payment or rent by any other entity will not entitle that entity to any special services of the Department.**
- **The District Commander will be responsible for regular inspection of the facility to ensure it is well maintained and properly used.**
- **The Department will not be committed to regular staffing of the substation as a condition of its operation or maintenance.**
- **Supervisors and Commanders may otherwise make staffing commitments as they deem necessary.**

The Department and the owner of the property at the above location, or an agent of the owner, have read this agreement and agree to be bound by its terms and conditions on this date _____.

Owner or agent: _____

Department Representative: _____

Original: Forward to Bureau of Community Policing



Board Resolution

Date: February 28, 2011

Agenda Item: 03-31-1104

To: Dr. Kelvin R. Adams, Superintendent

Information: _____

From: Dr. Carlinda Purcell, Dep. Supt. - Academics

Action: X

Action to be Approved: _____

Other Transaction Descriptors: _____

X Memorandum of Understanding

SUBJECT:

To approve the Memorandum of Understanding (MOU) with Washington University to provide a tutoring program called "Latino Youth Tutoring/Mentoring Program" at Long Middle School. The MOU will be for the period March 11, 2011 to June 30, 2012.

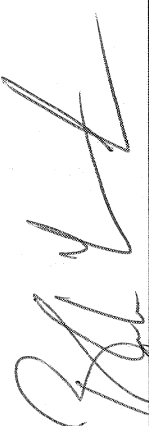
BACKGROUND:


The program will meet four hours a week with the main objective being to assist Latino students with homework, focusing on English reading and writing as well as math. The program will concentrate on developing and improving English skills.


Accountability Plan Goal: Goal IV: Parent, Community Involvement Objective/Strategy: IV.A.

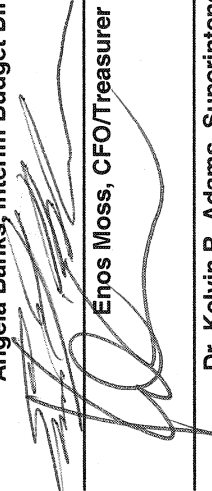
FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)

Fund Source:	-	-	-	-	-	Requisition #:	
Amount:	No Cost						
Fund Source:	-	-	-	-	-	Requisition #:	
Amount:							
Fund Source:	-	-	-	-	-	Requisition #:	
Amount:							
Cost not to Exceed:	No Cost					Pending Funding Availability	Vendor #:


 Blake Youde, Dep. Supt. - Institutional Advancement


 Dr. Carlinda Purcell, Dep. Supt. - Academics


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding (“MOU”) is entered into by and between the Saint Louis Public Schools (“SLPS”) and the _____ Washington University (“Agency”) on this _____ of _____, 2011 (Date needs to be 6 weeks after submission).

The purpose of this Memorandum of Understanding is to establish a partnership between the Washington University and the St. Louis Public Schools in order to provide a tutoring program called ‘Latino Youth Tutoring/Mentoring Program.’

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. All **Washington Univ. Latino ProgramTutors** will be required to complete a volunteer application in order to accomplish these screenings.

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

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

5. Obligations of SLPS:

- (a) Provide 3 rooms with adequate space to accommodate 30 – 40 W. U. tutors, plus 25 – 30 Latino students on Tuesdays and Thursdays from February, 2011 – April, 2011.
- (b) Provide access to a computer lab or multiple computers, library books, storage space for school materials, the courtyard and gym.
- (c) Provide enough tables and chairs to accommodate the tutors and students.

6. Obligations of Agency:

- (a) Take care of the premises and materials of Long Middle CEFSS. Monitor the entrance door when having activities in the courtyard.
- (b) Leave rooms in the same condition we found them after tutoring and adhere to other building and room use policies as instructed by Community Education Staff.
- (c) Open the tutoring program to Latino students of the St. Louis Public Schools, including Long Middle CEFSS.
- (d) Fill and turn in Community Ed. sign in sheets weekly.

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

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

- (a) SEE ATTACHMENT
- (b) _____

(c) _____

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

Washington University
Latino Youth Tutoring/Mentoring Program

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**PERFORMANCE STANDARDS & ASSESSMENTS FOR WASHINGTON UNIVERSITY
IN ST. LOUIS LATINO YOUTH TUTORING MENTORING PROGRAMS**

(Attachment to MOU)

Niños Program (K to 5)

Cambios Program (6 to 12)

Puertas Program (11 to 12 grades Door to College Program)

PERFORMANCE STANDARDS & GOALS

The program meets four hours a week, the main objective is to assist Latino students with homework, focusing on English reading and writing as well as math from K to 12. Being the students of the program of Hispanic origin, for most of them English is a Second Language, so we will concentrate on developing and improving English skills with highly qualified Washington University tutors proficient in the Spanish language and culture. We also fill the need of the students homework help that their non English native parents can not provide. **The goals of the Latino Youth Tutoring/Mentoring Programs are to help students reach their reading, writing and math grade levels, as well as to develop proficiency in utilizing technology to improve their academic achievement.** Our final goal is to close the achievement gap between English native speakers and non native speaker Latino students, especially the achievement gaps between disadvantaged minority and non-minority, so that student performance cannot be predicted by ethnicity, family income, or other socio-economic classification. **Our mentoring goals is to bridge the cultural gap between the Latino students and the American culture, so they fully integrate in the U.S. educational system.**

ASSESSMENTS

In all programs, the growth of the students in reading, writing and math will be measured by state and local tests and report cards. We will work and be in regular close contact with the Latino students' teachers and their Spanish speaking parents to assess progress as well as weak areas that need improvement. We will have two progress reports by the students' teachers, one at the beginning and the other at the end of each semester measuring students progress/achievements as well. Regarding the college prep Puertas Program, the students progress and skills will be measured by three ACT test taken one in the fall and the others in the spring as well as their admission to colleges or community colleges.

M. Virginia Braxs, MA

Faculty Mentor & Coordinator

Latino Youth Tutoring/Mentoring Programs

Washington University in St. Louis

Campus Box 1077

One Brookings Drive

St. Louis, MO 63130

Ph: 314-935-4597

Email: mvbraxs@wustl.edu

Fax: 314-726-3494

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

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

- (a) SEE ATTACHED STATEMENT FOR
PERFORMANCE STANDARDS - THANKS
- (b) _____
- (c) _____

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 Name)

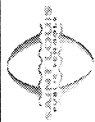
WASHINGTON UNIVERSITY
MIND YOUTH TUTORING PROGRAM

By: _____
Name: _____
Title: _____

By: AC VIRGINIA BRAYS
Name: _____
Title: SENIOR LECTURER OF SPMICH

- COMMUNITY WATSON FOR
VOLUNTEER PROGRAMS





Board Resolution

Date: February 28, 2011

Agenda Item: 03-31-11-05

To: Dr. Kelvin R. Adams, Superintendent

Information: _____

From: Dr. Carlinda Purcell, Dep. Supt. - Academics

Action: _____ **X** _____

Action to be Approved:
X Contract

Other Transaction Descriptors: Sole Source

SUBJECT:

To approve a sole source contract with Black Alliance for Educational Options (BAEO) to provide after school remediation programming, to engage parents as resources with parent committees, and to begin work with student government at Columbia Elementary for the period March 11, 2011 through June 30, 2011. The cost of the contract will not exceed \$40,000.

BACKGROUND:

These services were built into the School Improvement Grant and are also supported by Title I.

Accountability Plan Goal: Goal I: Student Performance

Objective/Strategy:

I.A.

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

Fund Source:	442 - UG - 291 - 1127 - 6319	Non GOB	Requisition #:
Amount:	\$ 40,000.00		
Fund Source:	- - - - -		Requisition #:
Amount:	- - - - -		
Fund Source:	- - - - -		Requisition #:
Amount:	- - - - -		
Cost not to Exceed:	\$ 40,000.00	<input checked="" type="checkbox"/>	Pending Funding Availability Vendor #: 600014402

Department: Columbia Elementary School

Angela Banks, Interim Budget Director

Michael Haggen, Assoc. Supt., Office of Innovation

Enos Moss, CFO/Treasurer

Dr. Carlinda Purcell, Dep. Supt. - Academics

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Crystal Gale & Bobby Gines	Date: February 28, 2011
Department / School: Columbia & Ashland	Phone Number: 314-533-2750 314-385-4767
<i>Definition: Sole Source is a good or service that is only available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
<p>Black Alliance for Educational Options (BAEO) has a unique set of skills that will organize parents to support students' academic achievement, attendance, and appropriate behavior at both Columbia and Ashland Elementary Schools. In addition, they will provide support to students, parents, teachers and administrators under the Turnaround Initiative leading to successful achievement of the stated goals and elements. They will develop a full service Parent Resource Center that will educate and inform families about the numerous types of educational options available. This consulting service has a record of success with schools in Kansas City, Missouri. The success of this consulting service will be measured using the District's Performance Standards.</p>	
Vendor Name: Black Alliance for Educational Options (BAEO)	Email: bertha@baeo.org
Vendor Contact: Bertha Gilkey Bonds	Phone Number: 314-372-5587
Justification Information	
1. Why the uniquely specified goods are required?	
<p>Columbia and Ashland are in need of a community organization that will strengthen the bond between the parents, the community and the school to meet the holistic unique needs of the individual students. The services of Black Alliance For Educational Options (BAEO) are expected to meet those needs.</p>	
2. Why good or services available from other vendors /competitors are not acceptable?	
<p>There is no other vendor with this unique skill set. This vendor has a proven record of success.</p>	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
<p>This vendor will spend an enormous amount of time with students, parents, & staff.</p>	
4. List the Names of other Vendors contacted & Price Quotes:	
<p><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></p>	
Your sole source request will not be approved without the required signatures below:	

Department Head	Date
<i>Carolina Luell</i> CFO	3/1/11
	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.

Requisition #: _____

Vendor #: 600014402 _____

CONSULTANT SERVICE AGREEMENT

BETWEEN

Special Administrative Board of the
Transitional School District of the City of St. Louis

AND

“Black Alliance for Educational Options (BAEO)”

THIS CONSULTANT AGREEMENT (“Agreement”) is made and entered into as of the 24th day of February 2011 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter “SLPS,” “the District,” or “SAB”), a school district organized and existing under the laws of the state of Missouri and “Black Alliance for Educational Options (BAEO)” (hereinafter “Consultant”), an individual organized and existing under the laws of the state of New York and licensed to do business in the City of St. Louis, Missouri. The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 39-2015443 _____

Address: 1710 Rhode Island Avenue NW, Suite 1200 _____

Contact Person: Bertha Gilkey Bonds _____

Telephone Number: 314-372-5587 _____

WHEREAS, the Board is in need of certain consulting services and has selected the Consultant to provide such services; and

WHEREAS, Consultant is willing to provide such services to the Board; and

WHEREAS, the Board and Consultant desire to memorialize the terms and conditions of their agreement;

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

1. **TERM:** The Consultant shall commence performance of this Agreement on the 10th of March, 2011, and shall complete performance to the satisfaction of the District, as herein determined, no later than the 30th Day of June, 2011.
2. **SCOPE OF SERVICES:** The Consultant shall provide services described more fully in Attachment “A” Scope of Services attached hereto, incorporated herein, and made a part of this Agreement (“Scope of Services” or “Services”).
3. **PERFORMANCE:** The Consultant agrees to perform the Services set forth herein in Attachment “A” in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of

Consultant's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Consultant of this responsibility

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of \$ 40,000.00 upon full completion of services outlined in the scope of services.

No payment shall be made until the following requirements have been met:

	Requirement	SLPS Administrator
(a)	Evaluation of Consultant's performance by:	Crystal Gale
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Crystal Gale
(c)	Verification of the receipt of all documents produced by Consultant pursuant to the Scope of Services by:	Crystal Gale

5. **SUB-CONTRACTING:** The Consultant may not, without the approval of the District, subcontract any rights, responsibilities or obligations under this Agreement. Any subcontract without the express written consent of the District shall render the Agreement void at the election of the District.
6. **PERSONNEL:** The Consultant has the authority to secure at its own expense, all necessary personnel required to perform the services under this Agreement.
7. **SUBCONTRACTS:** The Consultant may not subcontract any portion of the services hereunder without the District's prior written consent. If a subcontractor is agreed to, the Consultant agrees that it will contract with the subcontractor under a separate written agreement, which shall contain a specific provision that said subcontractor shall be bound by the applicable terms and conditions of this Agreement. The Consultant shall be solely responsible to pay any subcontractors it utilizes under this Agreement and the Consultant understands that the District shall have no liability whatsoever relating to such payment. The Consultant assures the District that the Consultant will be responsible for the acts or omissions of said subcontractor and agrees to be liable consistent with the terms of Article 14., to the extent that any acts or omissions of the subcontractor relate to the performance of the services under this Agreement.

8. RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES

- a. **Maintenance of Books and Records.** The Consultant will maintain complete and accurate books and records in accordance with recognized accounting practices and standards; such books and records will include, but not be limited to, records reflecting billing, payments, hours worked, and payroll. The Consultant understands that such records must be maintained for at least three (3) years after the termination or expiration of the Agreement. Upon receipt of written notice by the District, the Consultant shall allow the District access, during ordinary business hours, to the books and records relating to the services hereunder as may be reasonably required to verify services provided under this Agreement.

b. **Right of Audit.** During the term of this Agreement and for three (3) years after its termination or expiration, the District shall have the right to conduct an audit, at its expense, of the relevant books and records during ordinary business hours to inspect, audit, and copy the books and records. In the event that any audit reveals, whether during the term of this Agreement or during the three (3) years subsequent to its termination or expiration, a discrepancy in the amount billed to the District and the amount paid by the District, the Consultant shall remit the excess amounts paid to the District within forty-five (45) days of notice of discrepancy. The District or its authorized representative will have the right to audit the Consultant's performance under this Agreement.

c. **Evaluations of Services Performed.** The Consultant agrees to submit evaluations of the program or services performed under this Agreement to the District at the end of the term. The District will use the evaluations to determine the effectiveness of the program or services contracted for under the Agreement. The District will also use the evaluations to make planning and continuation of service decisions.

9. CONFIDENTIALITY

a. **District Information.** The Consultant acknowledges that it shall now, and in the future may, have access to and contact with confidential information relating to ideas, strategies, plans, purposes, and/or agendas that the District may seek to advance. Any reports and information given to or generated by the Consultant hereunder, as well as the terms and conditions of this Agreement, shall also be considered confidential information. Both during the term of this Agreement and thereafter, the Consultant 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 District. The Consultant covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of the confidential information, but instead will use such information only for the purposes contemplated hereunder. Further, the Consultant covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. In no event, shall the Consultant be deemed a spokesman for the District in any manner for the purpose of disseminating any information hereunder.

b. **Student Information.** The Consultant acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students. Both during the term of this Agreement and thereafter, the Consultant 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 District. The Consultant covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Consultant covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District

hereunder or by law. Finally, the Consultant covenants and agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act ("FERPA").

c. **Student Education/Medical Records.** The Consultant acknowledges that it shall now, and in the future may, have access to and contact with the education and/or medical records of students. Both during the term of this Agreement and thereafter, the Consultant 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 District. The Consultant covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Consultant covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. Finally, the Consultant covenants and agrees that any access to the education records of any student shall be in compliance with FERPA and any access to the medical records of any student shall be in compliance with the Health Insurance Portability and Accountability Act of 1996.

d. **Exceptions to Confidentiality Obligations.** Notwithstanding the foregoing, the Consultant's obligations of confidentiality will not include information which:

- i. at the time of disclosure was in the public domain;
- ii. after such disclosure, immediately becomes generally available to the public other than through any act or omission of the Consultant or its Personnel; and
- iii. is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such disclosure is furnished to the District in a timely manner in order to afford the District the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.

e. **Remedies for Disclosure.** The Consultant understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this article may result in the District seeking injunctive relief. The Consultant agrees to give prompt notice to the District of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as requested by the District to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information. All steps taken by the Consultant relating to remedy shall be at its sole expense.

f. **Return of Confidential Information.** After expiration or termination of this Agreement, the Consultant must return all confidential information given to or generated by the Consultant hereunder within five (5) days of the District's written request. The Consultant agrees that it will comply with the District's instructions regarding the return or disposition of its confidential information, including any copies or reproductions.

10. **INDEMNIFICATION** Consultant agrees to indemnify and hold harmless the Board and the Board's officers, directors, servants, employees, 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) which may be suffered by, incurred by or threatened against the Board or any officers, directors, servants, employees, or agents of the Board on account of or resulting from injury, or claim of injury to person or property arising out of the operation of the program operated by Consultant under this Agreement or arising out of this Agreement in any manner, including but not limited to the breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Consultant. This provision shall survive termination or expiration of the Agreement.

11. **WARRANTY FOR SERVICES** Consultant warrants and represents to the Board that Consultant possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Consultant further warrants and represents that the Services will be performed in a professional, good, through and workmanlike manner, and consistent with accepted industry standards.

12. **REMEDIES FOR UNSATISFACTORY SERVICES** In the event Consultant fails to provide the Services consistent with the warranties and representations set forth in Section 8 above, the Board at its option, may: (a) require Consultant to reperform the unsatisfactory Services at no cost to the Board; (b) refuse to pay Consultant for Services, unless and until Services are corrected and performed satisfactorily; (c) require Consultant to reimburse the Board for all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the Board shall be deemed mutual and severable, and not exclusive.

13. **INSURANCE** Consultant shall maintain occurrence-based insurance including comprehensive general liability in the amounts specified in Attachment A. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

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 Consultant's services under this Agreement

14. **TERMINATION**

- a. **Termination without Cause.** The District may terminate this Agreement without cause by giving written notice of the intent to terminate. In the event that such written Notice of Intent to Terminate is provided, termination of this Agreement shall become effective thirty (30) days from the date set forth in the Notice of Intent to Terminate. The Consultant will cease work on said termination date and take all reasonable actions to minimize any expenses. The Consultant will be compensated for those services provided through the date of termination and any approved related expenses within sixty (60) of receipt of a properly submitted invoice.
- b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or

conditions of this Agreement and such failure continues for ten (10) days following receipt of written notice from the objecting party. In the event that this Agreement is terminated under this Article, the rights and remedies of either party provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies which either party may be entitled to pursue in the event of a breach of this Agreement as provided by law or under the terms and conditions of this Agreement. The Consultant will be compensated for only those services satisfactorily provided through cure date end.

c. **Effect of Termination on the Parties Obligations.** Upon termination of this Agreement for any reason, the parties shall have no further obligations under this Agreement, except as expressly set forth in this Agreement.

d. **Return of Documentation.** Upon the expiration or termination of this Agreement, the Consultant shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Consultant hereunder.

15. **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 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 expressly agree that no action concerning this Agreement, or an alleged breach thereof, may be commenced anywhere but the City of St. Louis, Missouri.

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

17. **ASSIGNMENT** This Agreement may not be assigned by Consultant without the prior written authorization of the Board, which authorization the Board may withhold in its sole discretion.

18. **ENTIRE AGREEMENT** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supercede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.

19. **MODIFICATION** 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 authorized representatives of 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 authorized representatives of both parties

20. **NOTICE** Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or via a nationally recognized overnight courier service and addressed:

To the Board:

The Special Administrative Board of the Transitional
School District of the City of St. Louis
801 North 11th Street
St. Louis, MO 63101
Attn: Superintendent-Legal Notice Enclosed

To Consultant:

Black Alliance for Educational Options (BAEO)
1710 Rhode Island Avenue NW, Suite 1200
Washington, DC 20036
Legal Notice Enclosed

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 the overnight courier service, the day after delivery to such service, for delivery to that person.

21. **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.

22. **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.

23. **HEADINGS** The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.

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

25. **BINDING EFFECT** The 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.

a. **Special Administrative Board Approval.** It may be necessary to obtain the approval of the Special Administrative Board (hereinafter "SAB" or "Board") for

this Agreement. If so, the Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Consultant of the approval or disapproval of the SAB. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to approval by the SAB and performance of such services hereunder shall be at the sole risk and liability of the Consultant. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.

b. **Executed Agreement.** This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. The Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such execution. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to the execution of this Agreement and performance of such services hereunder shall be at the sole risk and liability of the Consultant.

26. **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.

27. **CONSULTANT REPRESENTATIONS** Consultant acknowledges and represents that (i) Consultant 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 Consultant, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Consultant and to bind Consultant to the terms hereof, and (iv) Consultant will comply with all State, Federal and local statutes, regulations and ordinances, including civil rights and employment laws, and 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 or disability. Consultant also agrees to abide by all applicable Board policies and regulations.

28. **INDEPENDENT CONTRACTOR** The Board and Consultant agree that Consultant will act for all purposes as an independent contractor and not as an employee, in the performance of Consultant's duties under this Agreement. Accordingly, Consultant shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Consultant's services in accordance with this Agreement, 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, Consultant's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Consultant shall have no authority to assume or incur any obligation or responsibility, or make any warranty for, on behalf of the Board, or to attempt to bind the Board except with prior written authorization from the Board.

Consultant shall pay all costs of conducting its activities hereunder, including all compensation to employees of Consultant.

29. CONSULTANT'S PERSONNEL

a. **Assignment of the Consultant's Personnel.** The Consultant will employ and assign qualified Personnel to the District's account in a sufficient number in order to provide and successfully complete the services in accordance to the Term under Article 2.1. The Consultant will provide the District with a continuously updated list of all its Personnel assigned to the District and qualifications of such Personnel will be provided without charge to the District within three (3) days of written request.

b. **Control of Personnel and Work.** The Consultant understands and agrees that it is solely obligated to and responsible for the selection, qualification, performance, workmanship, quality of services, licensing, and compliance with the terms and conditions hereunder for all Personnel providing services relevant to this Agreement and that it shall have sole control over the means and details of performing the services, which shall be consistent with the District's intent hereunder. The Consultant shall use its best efforts, care, and diligence in the administration and performance of services hereunder. The Consultant ensures the District that it will properly supervise all Personnel during the performance of services and/or while any Personnel is on District property.

c. **Cooperation.** During the performance of its services, the Consultant shall cooperate with the District and its employees, shall not interfere with the conduct of the District's business, and shall observe all District policies and procedures, as well as all rules, regulations, and security requirements concerning the safety of persons and property.

d. **Background Checks.** All Personnel providing services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the District 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 Consultant and the District shall not be liable for such cost under any circumstance. The Consultant assures the District that the Consultant agrees to remove or not hire for the District's account any Personnel who have any Department of Family Services claims: a) that would raise concerns about inappropriate behavior with children; b) where a criminal offense has been committed that would raise concerns about inappropriate behavior with children; c) where there has been a conviction for any sex-related offense or any other offense indicating a lack of acceptable moral character for associating with children; d) where there has been a determination of any physical and/or mental abuse of children; and/or e) where there has been termination for cause due to inappropriate behavior with children in any project, program, and/or location of services of the Consultant. The District will receive notice of any Personnel so removed or terminated. The Consultant will select, hire, and train replacement Personnel within fifteen (15) days of a vacancy on the District's account, all without any additional cost to the District. Within three (3) days of a written

request by the District, the Consultant agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.

e. Removal of the Consultant's Personnel. If the District determines that any of the Consultant's Personnel is not providing satisfactory service, or if any issues of behavior or inappropriate conduct or similar concerns occur, the District shall notify the Consultant in writing and the Consultant shall remove that individual from the District's account. The Consultant will be compensated for any services satisfactorily performed by the removed individual and any expenses as approved by the District, up to and including the date that the Consultant receives the District's written notice. The Consultant will not be compensated for any expenses associated with replacing the individual. The Consultant will select, hire, and train replacement personnel within fifteen (15) days of a vacancy on the District's account.

30. OWNERSHIP OF COMPLETED SERVICES Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Consultant Services under this Agreement shall vest in and are hereby assigned to the Board. Except as provided in this Agreement, Consultant shall retain no right, ownership or title in the Services including all deliverables and all materials or information arising from this Agreement, or any related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product. Consultant acknowledges that any copyrightable works prepared by Consultant under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the Board, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the Board for whatever use it desires, and nothing contained herein shall be deemed to constitute a mere a license or franchise in the Board.

31. INFRINGEMENT Consultant warrants to the Board that Consultant, 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. Consultant further represents and warrants to the Board that neither Consultant or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.

32. USE OF DATA / INFORMATION Information and other data developed or acquired by or furnished to Consultant in the performance of this Agreement shall remain the Board's property and shall be used only in connection with the Services provided to the Board.

33. DEFINITION For purposes of this Agreement, the term "person" shall mean any natural person, firm, association, partnership, corporation or other form of legal entity.

34. AUTHORIZATION: this Agreement is authorized by:

Board Resolution # _____, attached hereto.

Or

Other. Please describe and attach appropriate documentation

Or under \$5,000

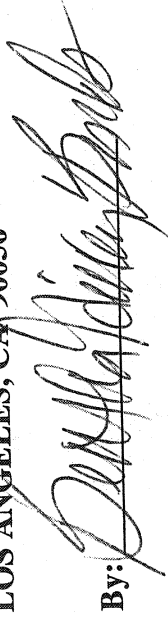
Emergency Request

35. **DELIVERABLES:** Please list the specific deliverables associated with this Agreement.

(See attached Scope of Services for Details)

IN WITNESS WHEREOF, the Board and Consultant have executed this Agreement as of
the day and year first written above.

CENTER FOR CULTURALLY RESPONSIVE
TEACHING AND LEARNING (CCR TL)
5100 WEST GOLDFLEAF CIRCLE, STE. 270
LOS ANGELES, CA 90056

By: 

Title: Consultant

Date: 02/24/2011

Tax I.D. No 39-2015443

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

By: _____

Title: Superintendent

Date: 02/24/2011

ATTACHMENT A

SCOPE OF SERVICES

Consultant Services

March 2011

- Install officers for student government and PAC (BAEO)
- Assist with tracking of afterschool remediation programming utilizing monthly evaluation instruments and scheduled assessments as required (Juntos)
- Work with parent committees to engage parents as resources for student academic, attendance, and safety goals. Present opportunities for parents to volunteer as mentors, coaches, office/administrative/library support, etc. (BAEO & Juntos)
- Continue services (including medical, parent support, student academic enrichment and remediation) (BAEO & Juntos)
- Begin work with student government, PAC and PAC officers (BAEO & Juntos)
- Hold monthly meeting of the Community Academic Trust (BAEO & Juntos)

April - School Closing 2011

- Continue services tracking the effects of programming through a logic model showing inputs, outputs, significant benchmarks, and outcomes (Juntos). Refine programs as needed.
- Design summer wrap-around services with appropriate staff. (BAEO & Juntos)

Insurance Coverage

- Comprehensive General Liability: \$1,000,000 per occurrence
- Automotive Liability: \$300,000 per occurrence
- Workers Compensation: \$0
- Employer's Liability: \$0
- Other: \$0

PAYMENT SCHEDULE

Upon completion of the scope of services and submission of invoices payment will be made within 60 days of the receipt of invoice.

CONTRACT COSTS AND EXPENSES
TO BE PAID BY BOARD

The following is a list of the cost and expense that will be paid by the Board of Education under the terms of this agreement. Any cost or expense not specifically listed in the section are the responsibility of the Consultant.

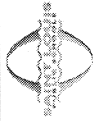
FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____



Board Resolution

Date: February 28, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Carlinda Purcell, Dep. Supt. - Academics

Agenda Item: 03-31-11-06

Information: _____

Action: _____ **X** _____

Action to be Approved:
X Contract

Other Transaction Descriptors: Sole Source

SUBJECT:

To approve a sole source contract with Black Alliance for Educational Options (BAEO) to provide after school remediation programming, to engage parents as resources with parent committees, and to begin work with student government at Ashland Elementary for the period March 11, 2011 through June 30, 2011. The cost of the contract will not exceed \$32,000.

BACKGROUND:

These services were built into the School Improvement Grant and are also supported by Title I.

Accountability Plan Goal: Goal I: Student Performance

I.A.

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

Fund Source:	406 - UG - 291 - 1127 - 6319	Non GOB	Requisition #:
Amount:	\$ 32,000.00		
Fund Source:	- - - - -		Requisition #:
Amount:	- - - - -		
Fund Source:	- - - - -		Requisition #:
Amount:	- - - - -		
Cost not to Exceed:	\$ 32,000.00	<input checked="" type="checkbox"/>	Pending Funding Availability Vendor #: 600014402

Department: Ashland Elementary School



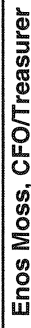
Angela Banks, Interim Budget Director



Michael Haggen, Assoc. Supt., Office of Innovation



Dr. Carlinda Purcell, Dep. Supt. - Academics



Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Crystal Gale & Bobby Gines	Date: February 28, 2011
Department / School: Columbia & Ashland	Phone Number: 314-533-2750 314-385-4767
<i>Definition: Sole Source is a good or service that is only available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
<p>Black Alliance for Educational Options (BAEO) has a unique set of skills that will organize parents to support students' academic achievement, attendance, and appropriate behavior at both Columbia and Ashland Elementary Schools. In addition, they will provide support to students, parents, teachers and administrators under the Turnaround Initiative leading to successful achievement of the stated goals and elements. They will develop a full service Parent Resource Center that will educate and inform families about the numerous types of educational options available. This consulting service has a record of success with schools in Kansas City, Missouri. The success of this consulting service will be measured using the District's Performance Standards.</p>	
Vendor Name: Black Alliance for Educational Options (BAEO)	Email: bertha@baeo.org
Vendor Contact: Bertha Gilkey Bonds	Phone Number: 314-372-5587
Justification Information	
<p>1. Why the uniquely specified goods are required?</p> <p>Columbia and Ashland are in need of a community organization that will strengthen the bond between the parents, the community and the school to meet the holistic unique needs of the individual students. The services of Black Alliance For Educational Options (BAEO) are expected to meet those needs.</p>	
<p>2. Why good or services available from other vendors /competitors are not acceptable?</p> <p>There is no other vendor with this unique skill set. This vendor has a proven record of success.</p>	
<p>3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)</p> <p>This vendor will spend an enormous amount of time with students, parents, & staff.</p>	
4. List the Names of other Vendors contacted & Price Quotes:	
<p><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></p>	
Your sole source request will not be approved without the required signatures below:	

Department Head	Date
<i>Lauren L. Lavelle</i> CFO	3/1/11-
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.

Requisition #: _____

Vendor #: 600014402 _____

CONSULTANT SERVICE AGREEMENT
BETWEEN

Special Administrative Board of the
Transitional School District of the City of St. Louis

AND

“Black Alliance for Educational Options (BAEO)”

THIS CONSULTANT AGREEMENT (“Agreement”) is made and entered into as of the 24th day of February 2011 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter “SLPS,” “the District,” or “SAB”), a school district organized and existing under the laws of the state of Missouri and “Black Alliance for Educational Options (BAEO)” (hereinafter “Consultant”), an individual organized and existing under the laws of the state of New York and licensed to do business in the City of St. Louis, Missouri. The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 39-2015443 _____

Address: 1710 Rhode Island Avenue NW, Suite 1200 _____

Contact Person: Bertha Gilkey Bonds _____

Telephone Number: 314-372-5587 _____

WHEREAS, the Board is in need of certain consulting services and has selected the Consultant to provide such services; and

WHEREAS, Consultant is willing to provide such services to the Board; and

WHEREAS, the Board and Consultant desire to memorialize the terms and conditions of their agreement;

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

1. **TERM:** The Consultant shall commence performance of this Agreement on the 10th of March, 2011, and shall complete performance to the satisfaction of the District, as herein determined, no later than the 30th Day of June, 2011.
2. **SCOPE OF SERVICES:** The Consultant shall provide services described more fully in Attachment “A” Scope of Services attached hereto, incorporated herein, and made a part of this Agreement (“Scope of Services” or “Services”).
3. **PERFORMANCE:** The Consultant agrees to perform the Services set forth herein in Attachment “A” in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of

Consultant's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Consultant of this responsibility

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of \$ 32,000.00 upon full completion of services outlined in the scope of services.

No payment shall be made until the following requirements have been met:

	Requirement	SLPS Administrator
(a)	Evaluation of Consultant's performance by:	Dr. Bobby Gines
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Dr. Bobby Gines
(c)	Verification of the receipt of all documents produced by Consultant pursuant to the Scope of Services by:	Dr. Bobby Gines

5. **SUB-CONTRACTING:** The Consultant may not, without the approval of the District, subcontract any rights, responsibilities or obligations under this Agreement. Any subcontract without the express written consent of the District shall render the Agreement void at the election of the District.
6. **PERSONNEL:** The Consultant has the authority to secure at its own expense, all necessary personnel required to perform the services under this Agreement.
7. **SUBCONTRACTS:** The Consultant may not subcontract any portion of the services hereunder without the District's prior written consent. If a subcontractor is agreed to, the Consultant agrees that it will contract with the subcontractor under a separate written agreement, which shall contain a specific provision that said subcontractor shall be bound by the applicable terms and conditions of this Agreement. The Consultant shall be solely responsible to pay any subcontractors it utilizes under this Agreement and the Consultant understands that the District shall have no liability whatsoever relating to such payment. The Consultant assures the District that the Consultant will be responsible for the acts or omissions of said subcontractor and agrees to be liable consistent with the terms of Article 14., to the extent that any acts or omissions of the subcontractor relate to the performance of the services under this Agreement.
8. **RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES**
- a. **Maintenance of Books and Records.** The Consultant will maintain complete and accurate books and records in accordance with recognized accounting practices and standards; such books and records will include, but not be limited to, records reflecting billing, payments, hours worked, and payroll. The Consultant understands that such records must be maintained for at least three (3) years after the termination or expiration of the Agreement. Upon receipt of written notice by the District, the Consultant shall allow the District access, during ordinary business hours, to the books and records relating to the services hereunder as may be reasonably required to verify services provided under this Agreement.

b. **Right of Audit.** During the term of this Agreement and for three (3) years after its termination or expiration, the District shall have the right to conduct an audit, at its expense, of the relevant books and records during ordinary business hours to inspect, audit, and copy the books and records. In the event that any audit reveals, whether during the term of this Agreement or during the three (3) years subsequent to its termination or expiration, a discrepancy in the amount billed to the District and the amount paid by the District, the Consultant shall remit the excess amounts paid to the District within forty-five (45) days of notice of discrepancy. The District or its authorized representative will have the right to audit the Consultant's performance under this Agreement.

c. **Evaluations of Services Performed.** The Consultant agrees to submit evaluations of the program or services performed under this Agreement to the District at the end of the term. The District will use the evaluations to determine the effectiveness of the program or services contracted for under the Agreement. The District will also use the evaluations to make planning and continuation of service decisions.

9. CONFIDENTIALITY

a. **District Information.** The Consultant acknowledges that it shall now, and in the future may, have access to and contact with confidential information relating to ideas, strategies, plans, purposes, and/or agendas that the District may seek to advance. Any reports and information given to or generated by the Consultant hereunder, as well as the terms and conditions of this Agreement, shall also be considered confidential information. Both during the term of this Agreement and thereafter, the Consultant 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 District. The Consultant covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of the confidential information, but instead will use such information only for the purposes contemplated hereunder. Further, the Consultant covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. In no event, shall the Consultant be deemed a spokesman for the District in any manner for the purpose of disseminating any information hereunder.

b. **Student Information.** The Consultant acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students. Both during the term of this Agreement and thereafter, the Consultant 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 District. The Consultant covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Consultant covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District

hereunder or by law. Finally, the Consultant covenants and agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act ("FERPA").

c. **Student Education/Medical Records.** The Consultant acknowledges that it shall now, and in the future may, have access to and contact with the education and/or medical records of students. Both during the term of this Agreement and thereafter, the Consultant 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 District. The Consultant covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Consultant covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. Finally, the Consultant covenants and agrees that any access to the education records of any student shall be in compliance with FERPA and any access to the medical records of any student shall be in compliance with the Health Insurance Portability and Accountability Act of 1996.

d. **Exceptions to Confidentiality Obligations.** Notwithstanding the foregoing, the Consultant's obligations of confidentiality will not include information which:

- i. at the time of disclosure was in the public domain;
- ii. after such disclosure, immediately becomes generally available to the public other than through any act or omission of the Consultant or its Personnel; and
- iii. is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such disclosure is furnished to the District in a timely manner in order to afford the District the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.

e. **Remedies for Disclosure.** The Consultant understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this article may result in the District seeking injunctive relief. The Consultant agrees to give prompt notice to the District of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as requested by the District to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information. All steps taken by the Consultant relating to remedy shall be at its sole expense.

f. **Return of Confidential Information.** After expiration or termination of this Agreement, the Consultant must return all confidential information given to or generated by the Consultant hereunder within five (5) days of the District's written request. The Consultant agrees that it will comply with the District's instructions regarding the return or disposition of its confidential information, including any copies or reproductions.

10. **INDEMNIFICATION** Consultant agrees to indemnify and hold harmless the Board and the Board's officers, directors, servants, employees, 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) which may be suffered by, incurred by or threatened against the Board or any officers, directors, servants, employees, or agents of the Board on account of or resulting from injury, or claim of injury to person or property arising out of the operation of the program operated by Consultant under this Agreement or arising out of this Agreement in any manner, including but not limited to the breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Consultant. This provision shall survive termination or expiration of the Agreement.

11. **WARRANTY FOR SERVICES** Consultant warrants and represents to the Board that Consultant possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Consultant further warrants and represents that the Services will be performed in a professional, good, through and workmanlike manner, and consistent with accepted industry standards.

12. **REMEDIES FOR UNSATISFACTORY SERVICES** In the event Consultant fails to provide the Services consistent with the warranties and representations set forth in Section 8 above, the Board at its option, may: (a) require Consultant to reperform the unsatisfactory Services at no cost to the Board; (b) refuse to pay Consultant for Services, unless and until Services are corrected and performed satisfactorily; (c) require Consultant to reimburse the Board for all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the Board shall be deemed mutual and severable, and not exclusive.

13. **INSURANCE** Consultant shall maintain occurrence-based insurance including comprehensive general liability in the amounts specified in Attachment A. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

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 Consultant's services under this Agreement

14. **TERMINATION**

- a. **Termination without Cause.** The District may terminate this Agreement without cause by giving written notice of the intent to terminate. In the event that such written Notice of Intent to Terminate is provided, termination of this Agreement shall become effective thirty (30) days from the date set forth in the Notice of Intent to Terminate. The Consultant will cease work on said termination date and take all reasonable actions to minimize any expenses. The Consultant will be compensated for those services provided through the date of termination and any approved related expenses within sixty (60) of receipt of a properly submitted invoice.
- b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or

conditions of this Agreement and such failure continues for ten (10) days following receipt of written notice from the objecting party. In the event that this Agreement is terminated under this Article, the rights and remedies of either party provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies which either party may be entitled to pursue in the event of a breach of this Agreement as provided by law or under the terms and conditions of this Agreement. The Consultant will be compensated for only those services satisfactorily provided through cure date end.

c. **Effect of Termination on the Parties Obligations.** Upon termination of this Agreement for any reason, the parties shall have no further obligations under this Agreement, except as expressly set forth in this Agreement.

d. **Return of Documentation.** Upon the expiration or termination of this Agreement, the Consultant shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Consultant hereunder.

15. **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 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 expressly agree that no action concerning this Agreement, or an alleged breach thereof, may be commenced anywhere but the City of St. Louis, Missouri.

16. **REPORTING** During the term of this Agreement, Consultant shall report to, and confer with, the Board's **Dr. Bobby Gines**, and/or her designee on regular basis, and as may be reasonably requested, concerning the Services performed by Consultant and issues related to the Services. Consultant also agrees to meet and confer with other Board administrators, officers and employees as directed or as may be necessary or appropriate.

17. **ASSIGNMENT** This Agreement may not be assigned by Consultant without the prior written authorization of the Board, which authorization the Board may withhold in its sole discretion.

18. **ENTIRE AGREEMENT** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supercede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.

19. **MODIFICATION** 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 authorized representatives of 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 authorized representatives of both parties

20. NOTICE Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or via a nationally recognized overnight courier service and addressed:

To the Board:
The Special Administrative Board of the Transitional
School District of the City of St. Louis
801 North 11th Street
St. Louis, MO 63101
Attn: Superintendent-Legal Notice Enclosed

To Consultant:
Black Alliance for Educational Options (BAEO)
1710 Rhode Island Avenue NW, Suite 1200
Washington, DC 20036
Legal Notice Enclosed

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 the overnight courier service, the day after delivery to such service, for delivery to that person.

21. 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.

22. 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.

23. HEADINGS The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.

24. COUNTERPARTS The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

25. BINDING EFFECT The 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.

a. **Special Administrative Board Approval.** It may be necessary to obtain the approval of the Special Administrative Board (hereinafter "SAB" or "Board") for

this Agreement. If so, the Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Consultant of the approval or disapproval of the SAB. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to approval by the SAB and performance of such services hereunder shall be at the sole risk and liability of the Consultant. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.

- b. **Executed Agreement.** This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. The Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such execution. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to the execution of this Agreement and performance of such services hereunder shall be at the sole risk and liability of the Consultant.

26. **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.

27. **CONSULTANT REPRESENTATIONS** Consultant acknowledges and represents that (i) Consultant 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 Consultant, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Consultant and to bind Consultant to the terms hereof, and (iv) Consultant will comply with all State, Federal and local statutes, regulations and ordinances, including civil rights and employment laws, and 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 or disability. Consultant also agrees to abide by all applicable Board policies and regulations.

28. **INDEPENDENT CONTRACTOR** The Board and Consultant agree that Consultant will act for all purposes as an independent contractor and not as an employee, in the performance of Consultant's duties under this Agreement. Accordingly, Consultant shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Consultant's services in accordance with this Agreement, 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, Consultant's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Consultant shall have no authority to assume or incur any obligation or responsibility, or make any warranty for, on behalf of the Board, or to attempt to bind the Board except with prior written authorization from the Board.

Consultant shall pay all costs of conducting its activities hereunder, including all compensation to employees of Consultant.

29. CONSULTANT'S PERSONNEL

- a. **Assignment of the Consultant's Personnel.** The Consultant will employ and assign qualified Personnel to the District's account in a sufficient number in order to provide and successfully complete the services in accordance to the Term under Article 2.1. The Consultant will provide the District with a continuously updated list of all its Personnel assigned to the District and qualifications of such Personnel will be provided without charge to the District within three (3) days of written request.
- b. **Control of Personnel and Work.** The Consultant understands and agrees that it is solely obligated to and responsible for the selection, qualification, performance, workmanship, quality of services, licensing, and compliance with the terms and conditions hereunder for all Personnel providing services relevant to this Agreement and that it shall have sole control over the means and details of performing the services, which shall be consistent with the District's intent hereunder. The Consultant shall use its best efforts, care, and diligence in the administration and performance of services hereunder. The Consultant ensures the District that it will properly supervise all Personnel during the performance of services and/or while any Personnel is on District property.
- c. **Cooperation.** During the performance of its services, the Consultant shall cooperate with the District and its employees, shall not interfere with the conduct of the District's business, and shall observe all District policies and procedures, as well as all rules, regulations, and security requirements concerning the safety of persons and property.
- d. **Background Checks.** All Personnel providing services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the District 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 Consultant and the District shall not be liable for such cost under any circumstance. The Consultant assures the District that the Consultant agrees to remove or not hire for the District's account any Personnel who have any Department of Family Services claims: a) that would raise concerns about inappropriate behavior with children; b) where a criminal offense has been committed that would raise concerns about inappropriate behavior with children; c) where there has been a conviction for any sex-related offense or any other offense indicating a lack of acceptable moral character for associating with children; d) where there has been a determination of any physical and/or mental abuse of children; and/or e) where there has been termination for cause due to inappropriate behavior with children in any project, program, and/or location of services of the Consultant. The District will receive notice of any Personnel so removed or terminated. The Consultant will select, hire, and train replacement Personnel within fifteen (15) days of a vacancy on the District's account, all without any additional cost to the District. Within three (3) days of a written

request by the District, the Consultant agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.

e. Removal of the Consultant's Personnel. If the District determines that any of the Consultant's Personnel is not providing satisfactory service, or if any issues of behavior or inappropriate conduct or similar concerns occur, the District shall notify the Consultant in writing and the Consultant shall remove that individual from the District's account. The Consultant will be compensated for any services satisfactorily performed by the removed individual and any expenses as approved by the District, up to and including the date that the Consultant receives the District's written notice. The Consultant will not be compensated for any expenses associated with replacing the individual. The Consultant will select, hire, and train replacement personnel within fifteen (15) days of a vacancy on the District's account.

30. OWNERSHIP OF COMPLETED SERVICES Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Consultant Services under this Agreement shall vest in and are hereby assigned to the Board. Except as provided in this Agreement, Consultant shall retain no right, ownership or title in the Services including all deliverables and all materials or information arising from this Agreement, or any related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product. Consultant acknowledges that any copyrightable works prepared by Consultant under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the Board, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the Board for whatever use it desires, and nothing contained herein shall be deemed to constitute a mere a license or franchise in the Board.

31. INFRINGEMENT Consultant warrants to the Board that Consultant, 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. Consultant further represents and warrants to the Board that neither Consultant or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.

32. USE OF DATA / INFORMATION Information and other data developed or acquired by or furnished to Consultant in the performance of this Agreement shall remain the Board's property and shall be used only in connection with the Services provided to the Board.

33. DEFINITION For purposes of this Agreement, the term "person" shall mean any natural person, firm, association, partnership, corporation or other form of legal entity.

34. AUTHORIZATION; this Agreement is authorized by:

Board Resolution # _____, attached hereto.

Or

Other. Please describe and attach appropriate documentation

Or under \$5,000

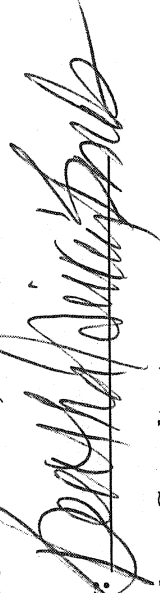
Emergency Request

35. DELIVERABLES: Please list the specific deliverables associated with this Agreement.

(See attached Scope of Services for Details)

IN WITNESS WHEREOF, the Board and Consultant have executed this Agreement as of the day and year first written above.

CENTER FOR CULTURALLY RESPONSIVE
TEACHING AND LEARNING (CCRTL)
5100 WEST GOLDFLEAF CIRCLE, STE. 270
LOS ANGELES, CA 90056

By: 

Title: Consultant

Date: 02/24/2011

Tax I.D. No 39-2015443

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

By: _____

Title: Superintendent

Date: 02/24/2011

ATTACHMENT A

SCOPE OF SERVICES

Consultant Services

March 2011

- Install officers for student government and PAC (BAEO)
- Assist with tracking of afterschool remediation programming utilizing monthly evaluation instruments and scheduled assessments as required (Juntos)
- Work with parent committees to engage parents as resources for student academic, attendance, and safety goals.
- Present opportunities for parents to volunteer as mentors, coaches, office/administrative/library support, etc. (BAEO & Juntos)
- Continue services (including medical, parent support, student academic enrichment and remediation) (BAEO & Juntos)
- Begin work with student government, PAC and PAC officers (BAEO & Juntos)
- Hold monthly meeting of the Community Academic Trust (BAEO & Juntos)

April – School Closing 2011

- Continue services tracking the effects of programming through a logic model showing inputs, outputs, significant benchmarks, and outcomes (Juntos). Refine programs as needed.
- Design summer wrap-around services with appropriate staff. (BAEO & Juntos)

Insurance Coverage

- Comprehensive General Liability: \$1,000,000 per occurrence
- Automotive Liability: \$300,000 per occurrence
- Workers Compensation: \$0
- Employer's Liability: \$0
- Other: \$0

PAYMENT SCHEDULE

Upon completion of the scope of services and submission of invoices payment will be made within 60 days of the receipt of invoice.

CONTRACT COSTS AND EXPENSES TO BE PAID BY BOARD

The following is a list of the cost and expense that will be paid by the Board of Education under the terms of this agreement. Any cost or expense not specifically listed in the section are the responsibility of the Consultant.

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____



Board Resolution

Date: February 28, 2011
 To: Dr. Kelvin R. Adams, Superintendent
 From: Dr. Jesolyn Larry, Interim Information Technology Officer

Agenda Item: 03-01-11-07
 Information: _____
 Action: X

Action to be Approved: _____ Other Transaction Descriptors: _____

Contract Renewal
 Previous Bd. Res. # 01-26-10-03
 Previous Year Cost \$ 30,235.00

SUBJECT:

To approve a contract renewal with AT&T to continue to provide cellular/wireless telephone service for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$28,000.00 (SLPS match). The total value of the contract is \$200,000.00 (pre-discount).

BACKGROUND:

This service is needed to provide the cellular/wireless telephone service as needed. This contract is partially funded through the E-Rate program.

Accountability Plan Goal: Goal III: Facilities, Resources Support

III.B.

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

Fund Source:	981 - 8L - 110 - 2625 - 6361	GOB	Requisition #:	
Amount:	\$ 28,000.00		Requisition #:	
Fund Source:	- - - - -		Requisition #:	
Amount:				
Fund Source:	- - - - -			
Amount:				
Cost not to Exceed:	\$ 28,000.00	<input checked="" type="checkbox"/>	Pending Funding Availability	Vendor #: 600010435

Department: _____ Technology Services

Dr. Jesolyn Larry, Interim Information Technology Officer

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houghan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: February 4, 2011	
Dept / School: Technology Services	Reported By: J. F. Larry	
Vendor: AT&T	Vendor #:	
Contract # / P.O. #:	Contract Name: Cell phones	
Contract Amount: \$30,000.00	Award Date: January 26, 2010	
Purpose of Contract (Brief Description): To provide District cell phones.		
<p>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</p>		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 X	
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5 X	
	4	
	3	
	2	
	1	
Business Relations	5 X	
	4	
	3	
	2	
	1	
Customer Satisfaction	5	
	4X	
	3	
	2	
	1	
Cost Control	5	
	4 X	
	3	
	2	
	1	
Average Score	4.6	Add above ratings: divide the total by the number of areas being rated.
<p>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.</p> <p style="text-align: right;">Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

- Type of report** Identify if this the 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** This 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



Board Resolution

Date: February 28, 2011
 To: Dr. Kelvin R. Adams, Superintendent
 From: Dr. Jesolyn Larry, Interim Information Technology Officer

Agenda Item: OB-31-11-58
 Information: _____
 Action: X

Action to be Approved: Other Transaction Descriptors: _____

X Contract Renewal
 Previous Bd. Res. # 01-26-10-11
 Previous Year Cost \$ 109,363.00

SUBJECT:

To approve a contract renewal with IPNS, LLC for Cisco based network maintenance services for the period July 1, 2011 to June 30, 2012 at a cost not to exceed \$200,000.00 (SLPS match based on the Free and Reduced Rate plus an allocation for services that are not E-Rate eligible) at all eligible locations pending receipt of the 2011-12 E-Rate Funding Commitment Decision Letter. The total value of the contract is \$643,309.87 (pre-discount - reduced by 15% from the original contract amount).

BACKGROUND:

This service is needed to protect/repair/replace the Cisco network equipment thus increasing network reliability and performance. The data that is used for measurement is taken from SLPS' Magic Help Desk report of the amount of time the phone system is functioning. This is in keeping with the Accountability Goals of providing students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. This is the last year of a three year contract.

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

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

Fund Source:	981 - 54 - 110 - 2828 - 6319	GOB	Requisition #:	
Amount:	\$ 200,000.00		Requisition #:	
Fund Source:	- - - - -		Requisition #:	
Amount:				
Fund Source:	- - - - -			
Amount:				
Cost not to Exceed:	\$ 200,000.00	X	Pending Funding Availability	Vendor #: 600009971

Department: Technology Services

Dr. Jesolyn Larry, Interim Information Technology Officer

Angela Banks, Interim Budget Director

 Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: January 10, 2011	
Dept / School: Technology Services	Reported By: J. F. Larry	
Vendor: IPNS, LLC	Vendor #: 600009971	
Contract # / P.O. #:	Contract Name: Smart net Maintenance	
Contract Amount: \$ 643309.87	Award Date: January 26, 2010	
Purpose of Contract (Brief Description): Maintenance and upgrades of network software and Cisco equipment (switches, routers). Due to lack of E-rate funding, this contract was not used last year.		
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		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. <div style="text-align: right;"> Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> </div>		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

- Type of report** Identify if this the 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** This 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
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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



Board Resolution

Date: February 28, 2011
 To: Dr. Kelvin R. Adams, Superintendent
 From: Sharonica Hardin, Chief Human Resource Officer

Agenda Item: CB-31-11-09
 Information: _____
 Action: _____ X

Action to be Approved: Purchase a Good/Service
 X

Other Transaction Descriptors:

_____ Ratification of Emergency Purchase Request

SUBJECT:

To ratify the payment to Medco for the transfer of claims files to Express Scripts. The fee for the processing of this set of claim files will not exceed \$5,400.

BACKGROUND:

During the benefit renewal process, the District selected Express Scripts as its new Pharmacy provider with an effective date of April 1, 2011. In order to avoid significant prescription coverage disruptions, the District must pay Medco a fee of \$5,400 to have this set of claim files transferred to Express Scripts. Failure to pay the fee required for this service, will result in disruption to employee/dependent prescription coverage and will negatively impact the transition to Express Scripts.


Accountability Plan Goal: Goal II: Highly Qualified Staff


Objective/Strategy: II.E.1.

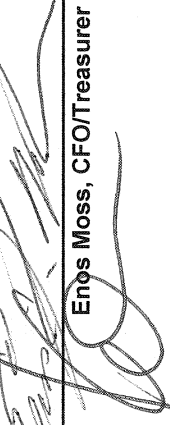
FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Vendor) - (Object Code)

Fund Source:	000 - P6 - 710 - 2184 - 0000	Non GOB	Requisition #:
Amount:	\$ 5,400.00		
Fund Source:	- - - - -		Requisition #:
Amount:	- - - - -		
Fund Source:	- - - - -		Requisition #:
Amount:	- - - - -		
Cost not to Exceed:	\$ 5,400.00	Pending Funding Availability	Vendor #: 600013508

Department: _____ Human Resources

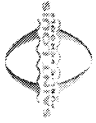

 Sharonica Hardin, Chief Human Resource Officer


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Mary M. Houlihan, Dep. Supt., Operations

_____ Dr. Kelvin R. Adams, Superintendent



Board Resolution

Date: February 25, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Sharonica Hardin, Chief Human Resource Officer

Agenda Item: _____
Information: _____
Action: X

Action to be Approved: _____
 X Purchase a Good/Service

Other Transaction Descriptors: _____
 Ratification of Emergency Purchase Request

SUBJECT:

To ratify the payment to Medco for the transfer of claims files to Express Scripts. The fee for the processing of this set of claim files will not exceed \$5,400.

BACKGROUND:

During the benefit renewal process, the District selected Express Scripts as its new Pharmacy provider with an effective date of April 1, 2011. In order to avoid significant member (employee and dependents) prescription coverage disruptions, ~~as a result of claims file data not being transferred to Express Scripts from Medco, our current vendor~~, the District must pay Medco a fee of \$5400 this set of claim files transferred. Failure to pay the fee required for these services, will result in disruption to employee/dependent coverage and will negatively impact the transition to Express Scripts.

Accountability Plan Goal: Goal II: Highly Qualified Staff

II.E.1.

FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)	
Fund Source: 000 - P6 - 710 - 2184 - 0000	Non GOB
Amount: \$ 5,400.00	
Fund Source: - - - - -	
Amount:	
Fund Source: - - - - -	
Amount:	
Cost not to Exceed: \$ 5,400.00	Pending Funding Availability Vendor #: 60013508

Requisition #: _____

Requisition #: _____

Requisition #: _____

Pending Funding Availability Vendor #: 60013508

Department: _____ Human Resources

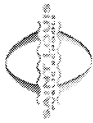
Angela Banks, Interim Budget Director

Sharonica Hardin, Chief Human Resource Officer

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



Board Resolution

Date: February 24, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Sharonica Hardin, Chief Human Resource Officer

Agenda Item: _____
Information: _____
Action: X

Action to be Approved:
 X Purchase a Good/Service

Other Transaction Descriptors: Ratification of Emergency Purch

February

SUBJECT:
 To approve payment to Medco for the transfer of claims files to Express Script. The fee for the processing of this set of claims files will not to exceed \$5400.

BACKGROUND:
 During the benefit renewal process, the District selected Express Script as its new Pharmacy provider with an effective date of April 1, 2011. In order to avoid significant member (employee and dependents) prescription coverage disruptions, as a result of claims file data not being transferred to Express Script from Medco, our current vendor, the District must pay Medco a fee of \$5400 this set of claims files transferred. Failure to pay the fee required for these services, will result in disruption to employee/dependent coverage and will negatively impact the transition to Express Script.

Accountability Plan Goal: Goal II: Highly Qualified Staff **Objective/Strategy:** II.E.1.

FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)			
Fund Source:	-	-	-
Amount:	\$	5,400.00	
Fund Source:	-	-	-
Amount:			
Fund Source:	-	-	-
Amount:			
Cost not to Exceed:	\$	5,400.00	Pending Funding Availability Vendor #:


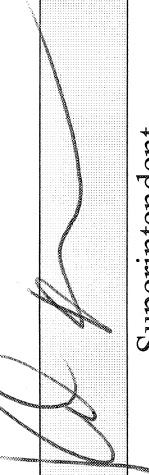
Department: _____ Human Resources
 _____ Angela Banks, Interim Budget Director

 Sharonica Hardin, Chief Human Resource Officer **Enos Moss, CFO/Treasurer**

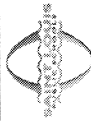
 Mary M. Houlihan, Dep. Supt., Operations **Dr. Kelvin R. Adams, Superintendent**



EMERGENCY PURCHASE REQUEST (Non-Construction)

Requestor: Sharonica L. Hardin, PHR	Date: February 17, 2011
Department / School: Human Resources	Phone Number 314-345-2293
Description of Emergency	
<p>Avoid significant member (employee and dependents) disruption as result of claims file data not being transferred to Express Script from Medco. Medco requires the District to pay a fee of \$5400 for these services. This is one of the requirements in the transition from Medco to Express Scripts as our Prescription services vendor effective April 1, 2011. Medco has been unresponsive and difficult in this transition and has just informed us of the cost required to provide these files. In order to stay on track with our implementation to Express Scripts, these files are critical and must be received to avoid disruption to employee/dependent coverage and to keep the transition to Express Script on schedule.</p>	
Describe the service, materials or equipment required:	
Medco will transfer claims file data to Express script to allow for consistency of drug services for our employees and dependents	
Total Cost: \$ 5400.00	
Method of Solicitation (Check appropriate box):	
<input type="checkbox"/> Quotes were obtained (see attached)	
<input type="checkbox"/> Quotes were not obtained (see attached for reason(s))	
Name of Selected Vendor:	
<input type="checkbox"/> Is Selected Vendor MWD Certified	
<p><i>My signature acknowledges that I have received the above emergency request and I concur that these goods and/or services are of an unusual and compelling urgency that will cause serious injury, financial or other impact if not procured immediately</i></p>	
 Cabinet Level Administrator	2/17/11 Date
 Superintendent	2/17/2011 Date

Comments:



Board Resolution

Date: February 28, 2011
 To: Dr. Kelvin R. Adams, Superintendent
 From: Enos K. Moss, CFO/Treasurer

Agenda Item: 03-31-11-10
 Information: _____
 Action: X

Action to be Approved: _____
 Financial Report Approval

Other Transaction Descriptors: _____

SUBJECT:

To approve the Comprehensive Annual Financial Report (CAFR) and the Compliance Report for the Fiscal Year Ended June 30, 2010.

BACKGROUND:

Per Department of Elementary and Secondary Education (DESE) Administrative Rule 5 CSR 30-4.030 Audit Policy and Requirements, the Board is responsible for transmitting one (1) copy of the CAFR; the related management letter, if one is prepared by the independent auditor; and a copy of the board minutes or board resolution, indicating approval of the audit report to DESE and other copies of the audit report as required by federal laws and regulations to the appropriate agency (ies). The management letter and a copy of the board minutes or board resolution indicating approval of the audit report must be received by DESE before the audit file will be considered complete for the fiscal year.

Accountability Plan Goal: Goal III: Facilities, Resources Support Objective/Strategy: III.D.1.

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

Fund Source:	-	-	-	-	-	Requisition #:	
Amount:	No Cost						
Fund Source:	-	-	-	-	-	Requisition #:	
Amount:							
Fund Source:	-	-	-	-	-	Requisition #:	
Amount:							
Cost not to Exceed:		No cost				Pending Funding Availability	Vendor #:

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent