# BOARD RESOLUTION

**Date:** June 2, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Dr. Jesolyn Larry, Interim Chief Information Ofr.

**Agenda Item :** 06-30-11-14

**Information:** ☐

**Action:** ☒

**Action to be Approved:** Contract Renewal

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

**Previous Board Resolution #** 06-24-10-20

**Prior Year Cost** $170,610.00

**SUBJECT:** To approve a contract renewal with KRONOS Leasing for software licenses and hardware maintenance and support for the Kronos time and attendance system used by the District for the period from July 1, 2011 through June 30, 2012 at a cost not to exceed $116,500.00.

**BACKGROUND:** This is the annual maintenance agreement for the KRONOS time and attendance system. KRONOS workforce Central Software and terminals were installed in the District in 2007. The hardware maintenance provides problem resolution support to the District's technicians when outages are reported and the technician is unable to repair the terminal. To ensure continued support, replacement of malfunctioning terminals, and assistance with problems that may result from software failures we are renewing this software contract.

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

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

| | | |
|---|---|---|
| **Fund Source:** 981-L3-110-2223-6441 | GOB | **Requisition #:** |
| **Amount:** $116,500.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $116,500.00 | ☒**Pending Funding Availability** | **Vendor #:** 600012700 |

**Department:** Technology Services

Jesolyn F. Larry

**Dr. Jesolyn Larry, Interim Chief Information Ofr.**

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

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

Revised 09/27/2010

Reviewed By:

# Vendor Performance Report

| | |
|---|---|
| **Type of report: Final ☒ Quarterly ☐** | **Report Date: 6-06-2011** |
| **Dept / School: Information Technology** | **Reported By: J. F. Larry** |
| **Vendor: KRONOS** | **Vendor #: 600012700** |
| **Contract # / P.O/ #:** | **Contract Name:** |
| **Contract Amount: $ 128,159.00** | **Award Date: 05-28-10** |
| **Purpose of contract (Brief Description): To provide licenses for the District's time and management system that is used for payroll.** | |

**Performance Ratings:** Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (*please attach additional sheets if necessary*). **Ratings** 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory

| Category | Rating | Comments (Brief) |
|---|---|---|
| **Quality of Goods / Services** | **5<br>4X<br>3<br>2<br>1** | |
| **Timeliness of Delivery or Performance** | **5<br>4X<br>3<br>2<br>1** | |
| **Business Relations** | **5<br>4 X<br>3<br>2<br>1** | |
| **Customer Satisfaction** | **5<br>4<br>3 X<br>2<br>1** | |
| **Cost Control** | **5<br>4<br>3 X<br>2<br>1** | |
| **Average Score** | 3.6 | Add above ratings: divide the total by the number of areas being rated. |

Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.

**Please Check** **Yes ☒** **No ☐**

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# BOARD RESOLUTION

**Date:** June 8, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Dr. Jesolyn Larry, Interim Chief Information Ofr.

**Agenda Item :** 06-30-11.15

**Information:** ☐

**Action:** ☒

**Action to be Approved:** Contract Renewal

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

**Previous Board Resolution #** 06-24-10-19 and 01-20-11-01

**Prior Year Cost** $100,000.00

**SUBJECT:** To approve a contract renewal with Belcan InfoServices to provide temporary personnel to be used in the Technology Department to support Intranet, email accounts, server administration and KRONOS. The contract is for the period July 1, 2011 - December 31, 2011 at a cost is not to exceed $50,000.00.

**BACKGROUND:** Belcan InfoServices specializes in providing temporary and direct hire technical personnel. As a result of changes in the Technology Department, a need was identified for individuals with the technical knowledge to support KRONOS, the SLPS intranet, email accounts and assist with server administration. The current individual(s) were identified by Belcan, approved by the Technology Department and have been productive assets.

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

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

| | | |
|---|---|---|
| **Fund Source:** 981-75-110-2828-6319 | GOB | **Requisition #:** |
| **Amount:** 50,000.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $50,000.00 | ☒**Pending Funding Availability** | **Vendor #:** 600013993 |

**Department:** Technology Services

J. Larry, Ph.D.
**Dr. Jesolyn Larry, Interim Chief Information Ofr.**

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

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

Revised 09/27/2010

Reviewed By:

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|---|---|---|---|
| KM | | | |

# Vendor Performance Report

| | |
|---|---|
| **Type of report: Final ☒ Quarterly ☐** | **Report Date: 06-06-2011** |
| **Dept / School: Information Technology** | **Reported By: J. F. Larry** |
| **Vendor: Belcan** | **Vendor #: 600013993** |
| **Contract # / P.O/ #: 4500150935** | **Contract Name:** |
| **Contract Amount: $ 50,000.00** | **Award Date: 6-24-2010** |
| **Purpose of Contract (Brief Description): To provide temporary technical support personnel in the Technology Department to support internet, email accounts and servers.** | |

**Performance Ratings:** Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (*please attach additional sheets if necessary*). **Ratings** 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory

| Category | Rating | Comments (Brief) |
|---|---|---|
| **Quality of Goods / Services** | **5 X**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Timeliness of Delivery or Performance** | **5 X**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Business Relations** | **5 X**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Customer Satisfaction** | **5 X**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Cost Control** | **5**<br>**4 X**<br>**3**<br>**2**<br>**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 ☒** **No ☐**

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# BOARD RESOLUTION

**Date:** June 7, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Sharonica Hardin, Chief Human Resource Officer

**Agenda Item :** 06-30-11-16

**Information:** ☒

**Action:** ☒

**Action to be Approved: RFP/Bid**

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

**RFP/Bid #** 014-1011
**Prior Year Cost** $145,000.00

**SUBJECT:** To approve a contract with Holmes Murphy & Associates, Inc. (Holmes Murphy) to provide employee benefits consulting services beginning July 1, 2011 through June 30, 2012 at a cost not to exceed $141,700.00.

**BACKGROUND:** The District published and released RFP 014-1011 for the purpose of obtaining proposals from qualified and experienced employee benefits brokers to provide the services described herein. Holmes Murphy was the selected broker and SLPS intends to contract with Holmes Murphy to provide advice and consultation to the Board about the health insurance industry, structuring fully and self funded health care programs, third party administrators, insurance and service providers, products, underwriting and related reasonable costs.

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

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

| | | |
|---|---|---|
| **Fund Source:** 990-00-110-2832-6319 | GOB | **Requisition #:** |
| **Amount:** $141,700.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $141,700.00 | ☒**Pending Funding Availability** | **Vendor #:** 600012797 |

**Department:** Human Resources

**Requestor:** Patricia Canada

Sharonica Hardin By Patricia Canada

**Sharonica Hardin, Chief Human Resource Officer**

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

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

Revised 09/27/2010

Reviewed By:

| | | | |
|---|---|---|---|
| KM | | | |

# RFP Evaluation Summary

## Employee Benefits Brokerage Services

| Name of Vendor | Evaluation Pts Total | Ranking (1,2,3, etc) | Comments |
|---|---|---|---|
| Gallagher | 81.125 | | |
| Holmes Murphy | 92.11 | | |
| | | | |

**Requisition #:**_____ **Vendor #:**_____

# CONSULTANT SERVICE AGREEMENT

## BETWEEN

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

AND

Holmes Murphy & Associates, Inc.

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 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 Holmes Murphy & Associates, Inc. (hereinafter "Consultant"). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 42-0985055

Address: 7777 Bonhomme Ave, Suite 2300

Contact Person: Matt McGrath

Telephone Number: 314-678-6401

**WHEREAS**, the District 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 District; and

**WHEREAS**, the District 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 District and Consultant agree as follows:

1. **TERM**: The Consultant shall commence performance of this Agreement on the 1 Day of July, 2011, and shall complete performance to the satisfaction of the District, as herein determined, no later than the 30 Day of June 2014.

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"). Consultant shall use best efforts to fully comply with and fulfill the performance guarantees set forth on Attachment A. If Consultant does not meet one or more of the performance guarantees, Consultant shall

pay the applicable amounts and penalties set forth in Attachment A to the District in accordance with the provisions of Attachment A.

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**: During the term of this Agreement, the District shall compensate the Consultant for the work outlined in the Scope of Services in the following amounts: (i) $145,000 for the first contract year (i.e., July 1, 2011 through June 30, 2012), payable in equal monthly payments of $12,083.33; (ii) $150,000 for the second contract year (i.e., July 1, 2012 through June 30, 2013), payable in equal monthly payments of $12,500.00; and (iii) $155,000 for the third contract year (i.e., July 1, 2013 through June 30, 2014), payable in equal monthly payments of $12,916.67. Monthly payments shall be made by the District in the form of a check and shall be received by the Consultant within 60 days of the end of the month for which compensation is due. If payment is received after 60 days from the end of the month, then interest charges may be assessed by Consultant in an amount not to exceed 10% on an annualized basis.

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, records reflecting billing, payments, etc. 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 relevant books and records limited 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 any documents requested by the District within five (5) business 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 District and the District'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 District or any officers, directors, servants, employees, or agents of the District on account of or resulting from injury, or claim of injury to person or property (including but not limited to consultant and/or its agents) 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. This provision shall not include the plan design determined by the client and the determination of coverage by the insurer.

11. **WARRANTY FOR SERVICES** Consultant warrants and represents to the District 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 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 provides the Services consistent with the warranties and representations set forth in Section 8 above, the District at its option, may: (a) require Consultant to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Consultant for Services, unless and until Services are corrected and performed satisfactorily; (c) require Consultant to reimburse the District 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 District shall be deemed mutual and severable, and not exclusive.

13. **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 upon request. Documents will only be provided via electronic means.

14. **GOVERNING LAW - JURDISDICTION** This Agreement shall be governed, construed and interpreted under Missouri law. 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 Missouri. The parties expressly agree that no action concerning this Agreement, or an alleged breach thereof, may be commenced anywhere but Missouri.

15. **REPORTING** During the term of this Agreement, Consultant shall report to, and confer with, the District's Executive Director Human Resources, 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 District administrators, officers and employees as directed or as may be necessary or appropriate.

16. **E-VERIFICATION** Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars ($5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify) as set out in ATTACHMENT B. Compliance with provision requires completion of ATTACHMENT C.

17. **ASSIGNMENT** This Agreement may not be assigned by Consultant without the prior written authorization of the District, which authorization the District 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, supersede 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 District: | The Special Administrative Board of the Transitional School District of the City of St. Louis<br>801 North 11th Street<br>St. Louis, MO 63101<br>Attn: Superintendent-Legal Notice Enclosed |
| To Consultant: | Matt McGrath<br>Holmes Murphy & Associates<br>7777 Bonhomme Ave, Suite 2300<br>Clayton, MO 63105<br>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 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 District policies and regulations.

28. **INDEPENDENT CONTRACTOR** The District 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 District. Consultant shall have no authority to assume or incur any obligation or responsibility, or make any warranty for, on behalf of the District, or to attempt to bind the District 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) business 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) business 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 District. 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 District, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the District for whatever use it desires, and nothing contained herein shall be deemed to constitute a license or franchise in the District.

31. **INFRINGEMENT** Consultant warrants to the District 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 District 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 District's property and shall be used only in connection with the Services provided to the District.

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 #**_____.

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 District and Consultant have executed this Agreement as of the day and year first written above.

| | |
|---|---|
| HOLMES MURPHY & ASSOCIATES, INC. | THE SPECIAL ADMINISTRATIVE BOARD OF THE TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS |
| By: _____ Matt McGrath | By: _____ |
| Title: Division Vice President | Title: _____ |
| Date: 5-11-2011 | Date: _____ |
| Tax I.D. No: 42-0985055 | |

# ATTACHMENT A - CONSULTANT SERVICE AGREEMENT

## SCOPE OF SERVICES

Consultant shall provide all of the services described below. All of these services are included in the annual consulting fee provided in Section 4 of the Agreement unless otherwise noted.

**Specific Services**

**Benefit Consulting**

1. Prepare, in consultation with the District, a strategic plan for health and welfare programs, including medical, prescription drug, dental, vision, basic life insurance, AD&D, supplemental life insurance, short-term disability, long term disability, and medical and dependent flexible spending accounts. Conduct a feasibility analysis (including plan design and cost analysis) for a self-funded versus a fully insured health benefits program. The strategic plan will:
    a. Provide counsel, advice and recommendation about benefit design, plan provisions, offerings and programs provided to employees, retirees, and eligible dependents, including both self-insured and fully insured products and services on an on-going basis. This should include providing models of recommend plan design changes, model plan migrations and model employee contributions. Evaluate the appropriateness of alternative financing mechanisms such as partial or complete self funding, and the financing structure, including recommended retention levels, stop-loss limits, etc., and trends that may effect the benefits programs
    b. Contain recommendations on the benefit plan design and costs, and a comparative analysis of the plan to those of similar employers
    c. Contain a discussion of initiatives for cost reduction with respect to health plans, including pharmacy costs, and costs related to the eligible retiree population
    d. Outline a recommended direction for health care benefits for the Board of Education

2. Provide District with general guidance, information and advice on new developments, emerging trends, innovations and/or legislative changes affecting the delivery of employee benefits, including changes in the local and national marketplace, new methods for improving cost containment in existing plans, etc. Consultant is expected to display innovative and creative thinking, to actively and aggressively seek opportunities and to share those ideas with St. Louis Public Schools as appropriate in relations to St. Louis Public Schools Long Range Plan and objectives.

3. Provide District with general benefits consultation on an as-needed basis for employee welfare benefits programs offered by the District, as well as conception, design, and implementation of wellness, prevention and other programs to reduce costs and risks to assets associated with health and welfare plans and performance in general. Provide District with information and guidance regarding HIPAA, HIPAA Privacy, COBRA and Section 125, and respond to questions and issues relating thereto.

4. Meet with District's HR Benefit Staff on a monthly or more frequent basis. Arrange and/or attend vendor management meetings at a regular interval, as requested by the District and necessary to monitor operations, issues and to advise District on operational concerns and to assist staff in problem-solving and coming up with viable resolutions.

5. Establish an annual service plan for the District including resources allocation and projected hours. Provide regular updates regarding ongoing consultant activities and progress on the annual service plan. Prepare and present an update on progress of assignments as outlined in the annual service plan.

**Selection of and Contracting with Benefit Providers**

6. Develop initial draft of the RFP specifications for insurers, self-insurance third party administrators and other service providers for fully insured or self-funded health care program and for other welfare benefit programs. Identify and develop marketing campaign plan which includes identifying various vendors for the District's line of business. Prepare the initial draft of the Request for Proposal (RFP) for benefit products and services utilizing the District's required RFP format and specifications, and assist the District in the final preparation of RFP documents for benefit products and services. Receive, evaluate and prepare written comparative analysis of respondent proposals for best accuracy, completeness, terms, financial implications and competitiveness. Prepare written analysis of proposals for the District's use, as appropriate. Provide the District with reasonable preliminary renewal figures during the budget process. Services must include:
    a. Establishment of performance standards and penalties to be included in RFP's base on local and national industry best practices
    b. Incorporating provisions for future requirements, such as cost containment initiatives
    c. Determining the historical and management data needing to be included in RFPs, along with the data reporting formats
    d. Determining items of plan information and utilization data needed to allow a prospective contractor to make a competitive bid (these elements include population data, plan of benefits, utilization data, financial data, and other important data)
    e. Identifying all other information required for RFPs
    f. Working with the Board of Education staff to establish vendor selection criteria
    g. Participating in bidders question-and-answer meetings, interviews, and site visits with finalists, as appropriate
    h. Reviewing the proposals received and providing a written analysis of their conformance to the selection criteria contained in the RFP, including scoring of proposals
    i. Conducting a comparative analysis of proposals and making recommendations
    j. Leading/participating in negotiations of contracts and agreements with selected vendors
    k. Assuring timely issuance and execution of agreements, policies and endorsements

7. Initiate the annual contract renewal process in a timely manner and present annual renewal recommendations in a timeframe that meets each entity's respective deadlines. Advise and assist in reviewing contract renewals, documents, insurance policies and other documents for applicability, accuracy and consistency. Ensure all documents accurately reflect the agreed upon terms in the original RFP and that all contracts are signed off on prior to services beginning from the selected vendor. Negotiate all insurance and other health and welfare service renewals

directly with vendors, focusing on competitive services, features and renewal terms and rates for each service, performance measures and penalties, and frequency and content of reports in coordination and collaboration with District's benefit staff. Provide the District with pertinent reports, including the District's historical results and trends related to claims, utilization, wellness program results, and other information, as well as reasonable preliminary renewal figures during the budget process. Advise and assist the District benefits program with writing plan modifications and new plans, and assist in the amendment approval process, ensuring vendor performance to contract. Submit documents as required by Federal law.

8. Keep the District's benefit staff apprised of the status of all activities and contracts.

9. Provide ongoing advice and support to the District with regard to vendor management, assisting to ensure that contracted carriers or vendors are fulfilling their contractual obligations. Occasionally, as directed by the District intervene in the event a dispute or misunderstanding should arise with regard to the implementation or interpretation of benefit plan provisions.

**Financial Reporting**

10. Evaluate, monitor and report upon the health and welfare plan vendors on an on-going basis, regarding:
    a. Adherence to vendor agreements
    b. Health claims in line with benefit coverage to assure accuracy of monthly reports
    c. Technical accuracy of vendors, which includes, but is not limited to, assessing compliance between a vendor submitted response to a RFP and a contract submitted by the vendor, or assessing a vendor's compliance with performance standards or guarantees
    d. Evaluating claims cost and quality of service under current vendor contracts
    e. Providing advice on claims costs and benefit design content, coverage and scope, and assisting in controlling costs, including analysis and advice on how to handle difficult claim situations and claims that are unavoidable (due to diseases and accidents) and avoidable claims related to lifestyle choices (e.g. smoking, obesity, drinking alcohol, not wearing seat belts, etc.)

11. Continuously evaluate areas where service needs to be improved or new services are needed to achieve financial and strategic goals, areas where other vendors can add value to program administration, and recommendations on areas in which new or additional RFPs are recommended.

12. Analyze, prepare and present accurate and timely quarterly plan financial status reports in a format agreed upon with the District's benefit staff. Analyze, prepare and present a summary annual report that includes all pertinent plan utilization and financial performance data to ensure that plans are performing as to expectations.

13. Provide benchmarks for design, contribution strategies, premium rates, deductible, co-pays, and coinsurance against national and local market surveys for comparison with other public entities (i.e. public schools, city and counties), as well as private companies. Report on findings at least annually with renewals.

14. Provide all necessary Health and Welfare actuarial services, not including GASB valuation, including funding projections and establishing premiums or funding.

15. Advise and assist in complying with relevant federal and state requirements, and advising of market and like business benefits trends in Missouri, with recommended action to be taken by the District with regard to benefits plans. Advise on pending or new legislation and updates or changes to tax laws, IRS regulations and applicable state laws but not tax or legal advice.

16. Assist in development and design of employee health benefits communications concerning:
    a. Open enrollment, including assisting with developing timelines, open enrollment materials, planning/participation in open enrollments meetings
    b. Develop and execution of strategies for effective roll-out and ongoing communication with the retiree group
    c. Current plan design and alternatives
    d. Changes in the plans
    e. Legislative or regulatory changes
    f. How participants can get the most and best care from their health plan
    g. The plan participant's role and responsibilities in consumer-driven health care
    h. How to file claims for the fastest turn-around
    i. Data about preventive health care initiatives (e.g. smoking cessation, obesity, etc)
    j. Health care choices and future trends
    k. The design of appropriate incentives and health improvement programs
    l. Assistance in writing technical brochures, handbooks, policies, etc.

17. Be available for, and provide, answers to questions and resolve issues on a timely basis that arise during the year regarding employee benefits administration and service, provide ongoing general advice and assistance including, but not limited to:
    a. General benefits consultation on an as-needed basis for employee welfare benefits programs offered by the Board
    b. As needed answers to questions and resolution of issues that arise during the year regarding employee benefits contract administration and service
    c. Updating identification of appropriate markets, emerging plan costs and necessary changes, and benefit practices
    d. Determination, creation, and delivery of necessary and requested reports

18. Provide to the Board of Education's Human Resources department monthly status reports of broker's assignments, completed and outstanding work, important findings and recommendations, and other concerns and issues related to the scope of services.

19. Participate, upon request, in meetings and telephone conferences with the Trustees of the Board of Education Health Benefits Trust (which is the funding vehicle for many benefits), the Board of Education staff, should need arise. Provide relevant health and welfare and other benefits information, as requested, including current status of benefits, recommendations for changes, and future health and welfare directions.

20. Arrange and coordinate face to face meetings and conference calls between all Board of Education health and welfare vendors and the Board of Education staff (and other invitees at the

Board's election) to address implementation, service, and coverage issues. Discuss and coordinate information and actions with other vendors engaged by the District, when requested or necessary.

21. Maintain the confidentiality of the District's records and data, which cannot be sold, shared or otherwise disclosed to other companies or individuals without written permission from the District's designated authorized representatives.

**Compliance**

22. Provide the District's benefits staff with regular ongoing up-to-date information and advice on applicable federal, state and local regulatory requirements, to include but not limited to: COBRA, HIPAA, Section 125, USERRA, IRS, and other legislation concerning employer-sponsor benefit plans.

23. Proactively notify the District, in writing, of any proposed, pending or upcoming changes in legislation applicable to the District, its benefits and programs. Provide necessary insight, support and guidance as requested to the District's benefit staff about steps to be undertaken to establish and maintain compliance with new or current regulations to which our plans are subject.

**Plan Documents and Summary Plan Descriptions**

24. Provide ongoing consulting on accuracy of plan documents and SPD.

**Research and Consulting Services**

25. Occasionally, as directed by appropriate the District's benefits staff, research questions that may arise through vendor or client discussions based on the consultant's book of business, ad hoc research, or survey analysis.

**Strategic Discussions**

26. Provide ongoing advice and support for the District with regard to new directions, innovations, or programs that either entity should be exploring as a means of further enhancing or improving the overall package of benefits offered. These strategic discussions should be based upon respondent's familiarity and understanding of the client's short-term and long term plans/goals and objectives.

**Special Projects**

27. Occasionally, as directed by the District's benefit staff, obtain formal quotes for other miscellaneous benefit services. Evaluate these against the stated objectives of the District. Implementation and ongoing consulting of new health and welfare plans or services is not included in consultants scope of work.

**Engagement Costs**

28. Full Disclosure: Full and complete disclosure and transparency is required. All agreements and arrangements (local or national) must be identified on an on-going basis that would provide the Consultant or any affiliate with any commissions (including contingent amounts), referral fees, finders, other fees, bonuses, rebates, reductions, administrative fees, management fees, or any other compensation or remuneration of whatever form or type. All such amounts must be fully disclosed, reported on a monthly basis, and offset and credit against any fees or amounts that the District would pay the broker. Unless expressly approved, in writing, by the District, Consultant may not receive or accept any commissions (including contingent amounts), referral fees, finders, other fees, bonuses, rebates, reductions, administrative fees, management fees, or any other compensation or remuneration of whatever form or type from any person with respect to the District, or its benefits, participants, contracts, plans, programs or business.

29. All third party vendors that will be used by the Consultant for any of the services required under the RFP must be disclosed to the District and the specific services to performed by each such vendor. Such list must be updated by the Consultant upon any change in the vendors or their services.

**Other**

30. Include the appropriate District personnel on all communications with the District.

31. Schedule and participate in person in monthly meetings on the District's campus with benefits staff that address trends, governmental changes and best practices. Meetings should also address plan design changes or strategies the District should consider to address trends, along with models of recommended plan design changes, model plan migrations and model employee contributions.

32. When benefits are up for bid, provide recommendations and analysis of additional of various plan designs with models of recommend plan design changes, model plan migrations and model employee contributions. Provide and recommend options which are cost effective as well as options which address the District's culture and population of employees.

33. Must be bonded and have appropriate liability insurance. Must also have all required licenses and permits required to perform services.

34. Consultant agrees to assist the District in obtaining services from MBE/WBE vendors as it relates to the services with which Consultant is assisting. Consultant further agrees that any services to be provided hereunder by Consultant that Consultant elects to outsource (subject to Section 5 of this Agreement), including the optional services set forth below, Consultant will use commercially reasonable efforts to obtain the services from a MBE/WBE vendor. Consultant confirms that it is in compliance with, and will remain in compliance with during the term of this Agreement, Section 7.2 of the RFP #: 014-1011, entitled "Employee Benefits Brokerage Services", which is incorporated herein by this reference.

35. Upon termination, Consultant must provide the District with transitional run out services for a period of not less than 60 days after termination. The transitional run out services must include delivery of all services performed under the contract, transfer of data and records (at no charge) to replacement vendor designated by the District, completion of all outstanding projects, provide records and data in electronic formation to District (at no charge).

36. Except as otherwise provided in this Agreement, Consultant shall abide by and comply with the agreements, representations, warranties, acknowledgements, certifications, terms and conditions of the asterisked items in Consultant's Broker RFP Questionnaire 2011, which was attached as Attachment H to RFP #: 014-1011, entitled "Employee Benefits Brokerage Services", which Questionnaire is incorporated herein by this reference, and fulfill all of the duties, responsibilities and obligations imposed on Consultant under such asterisked items in such Questionnaire. In the event of any conflict or inconsistency between such asterisked items in such Questionnaire and the other provisions of this Agreement, including the Scope of Services, then the other provisions of this Agreement shall govern and control.

## PERFORMANCE GUARANTEES AND PENALTIES

Consultant will provide the following performance guarantees and penalties for each contract year in the term of this Agreement. Performance guarantees will begin to be measured on the first day of each contract year for the remainder of that contract year. If Consultant fails to meet or satisfy a performance guarantee, the applicable penalty will apply and be paid by Consultant to the District as provided below.

| Performance Measurement | Penalties |
|---|---|
| Consultant commits to return telephone calls within 24 business hours of receipt. Issue resolution within 24 hours is not guaranteed. Employees out of the office on business, vacation, or illness will have voice mail and e-mail messages including the date of return and a method for immediate assistance. Therefore, if immediate or 24 hour response is required, the District will be able to reach a covering Consultant Associate. | 3% of Annual Fee |
| Consultant commits to having a monthly meeting or call to review outstanding issues list, timeline and claims update all of which will be tracked and updated by Consultant. | 3% of Annual Fee |
| Consultant to assist the District in drafting documents throughout the year. Consultant commits to provide a first round draft of requested documents to the District within 10 business days unless otherwise specified at the time of the project request. | 3% of Annual Fee |
| At least one (1) Consultant team member will be available to participate in Board Meetings, Wellness Committee Meetings, JBC Meetings with at least 5 business days notice/request from Consultant. | 3% of Annual Fee |
| Consultant will complete first round review of vendor COC/Policy changes within 15 business days of receipt by Consultant. Consultant will review document for benefit & eligibility language to ensure the documents match the original agreed upon terms. | 3% of Annual Fee |

| | |
|---|---|
| Consultant will respond to any significant Consultant service related issue brought to it's attention with a written plan to address the issue within 5 business days. In order to be recognized as a significant Consultant service related issue, the District will need only to identify the issue as a "significant Consultant service related issue" in an email, telephone conversation or face to face contact with an assigned Consultant team member. The Consultant team member will be accountable for documenting and following up on the issue with Consultant management as necessary to satisfy the District. | 5% of Annual Fee |
| Consultant will request the District to rate its performance for each contract year promptly following the end of each year. If Consultant's performance does not meet the District's expectations, the following penalty will apply. | $10,000 |
| **Total Fees at Risk Annually** | **20% of Annual Fee, plus $10,000** |
| *Note: The District will endeavor to notify Consultant in writing of any failure on Consultant's part to deliver upon these guarantees within 30 days of the violation; a failure to provide such notice does not constitute a breach or default under this Agreement nor does affect in any manner Consultant's obligations to pay the penalty associated with any such failure. A reconciliation of any performance guarantee will be done in January following the year end and fee refund will be delivered via fee reduction. In the case of any penalty in year 3 or following termination of contract, fees will be reduced or refunded in order to reconcile the account.* | |

## OPTIONAL SERVICES

When requested by the District, in writing, Consultant shall provide one or more of the following services for the fee set forth below, which fee will be paid 50% at the beginning of the services, and 50% at the completion of the services. Any such requested service will be performed in accordance with industry standards and accomplish the reasonable objectives identified in advance by the District..

- Medical Vendor Audit - Fee not to exceed $25,000
- PBM Audit - Fee not to exceed $10,000
- Bidding of New Benefit Type* - $7,500 per new benefit type
- GASB Valuation - $12,000
- Medicare RX Benefit Study - $10,000

* This additional fee only applies to preparation and administration of a RFP for a new benefit type or new benefit service (i.e., a benefit or service not currently offered, such as AFLAC; it does not include any existing benefits such as medical, dental, vision, prescription drug, life or disability, or any existing services such as health and welfare systems administration).

**FOR OFFICE USE ONLY**

Vendor#_____ Requisition#_____

Purchase Order #_____ Board Resolution#_____

## ATTACHMENT B - CONSULTANT SERVICE AGREEMENT

## FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars ($5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;

b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: Matthew J. McGrath, Division V.P.

For and on behalf of: Holmes Murphy and Associates, Inc. (company name)

## ATTACHMENT C - CONSULTANT SERVICE AGREEMENT

### FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, Matthew J. McGrath, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by Holmes Murphy and Association, Inc. (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For Holmes Murphy and Associates, Inc. (company name)

Title: Division V.P.

Subscribed and sworn to before me on this 11th day of May, 2011.

NOTARY PUBLIC _____

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

SHANNON M. HALL
My Commission Expires
October 17, 2014
Jefferson County
Commission #10393318

My commission expires: 10-17-14

# BOARD RESOLUTION

**Date:** June 2, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Sharonica Hardin, Chief Human Resource Officer

**Agenda Item :** 06-30-11-17

**Information:** ☐

**Action:** ☒

**Action to be Approved: Contract Renewal**

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

**Previous Board Resolution #** 06-24-10-01
**Prior Year Cost** $130,945.00

**SUBJECT:** To approve a contract renewal with Cannon Cochran Management Services, Inc. (CCMSI) for Workers' Compensation Claims Administration and Loss Control Services beginning July 1, 2011 through June 30, 2012 at a cost not to exceed $117,500.00.

**BACKGROUND:** The District is self-insured for workers' compensation claims in the State of Missouri. As such, it utilizes the services of a Third Party Administrator (TPA) to administer its workers' compensation obligations to its employees. The TPA works closely with the District's staff and workers' compensation legal representation to manage claims in accordance with the District's claim management philosophy. The TPA is responsible for compliance with all laws and regulations related to claims investigation and processing, preparation and filing of claim forms, reports to the District's excess carrier, and reports to the Missouri Division of Workers' Compensation. Communication with claimants and service providers, maintenance of data, and issuance of management reports are also the responsibility of the TPA.

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

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

| | | |
|---|---|---|
| **Fund Source:** 970-00-170-2514-6261 | GOB | **Requisition #:** |
| **Amount:** $117,500.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $117,500.00 | ☒**Pending Funding Availability** | **Vendor #:** 600002925 |

**Department:** Human Resources

**Requestor:** Charles K. Burton

Sharonica Hardin by Patricia Alvarado

**Sharonica Hardin, Chief Human Resource Officer**

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

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

Revised 09/27/2010

Reviewed By:

| | | | |
|---|---|---|---|
| KM | | | |

# Vendor Performance Report

| | |
|---|---|
| **Type of report: Final XX Quarterly ☐** | **Report Date: 5/12/2011** |
| **Dept / School: Human Resources** | **Reported By: Charles Burton** |
| **Vendor: CCMSI** | **Vendor #: 600002925** |
| **Contract # / P.O/ #:** | **Contract Name: Workers' Compensation Claims Administration and Loss Control Services** |
| **Contract Amount: $130,945.00** | **Award Date: 6/24/10** |
| **Purpose of Contract (Brief Description): To provide workers' compensation claims administration and loss control services.** | |

**Performance Ratings:** Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (*please attach additional sheets if necessary*). **Ratings** 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory

| Category | Rating | Comments (Brief) |
|---|---|---|
| **Quality of Goods / Services** | **5<br>4 X<br>3<br>2<br>1** | |
| **Timeliness of Delivery or Performance** | **5<br>4 X<br>3<br>2<br>1** | |
| **Business Relations** | **5 X<br>4<br>3<br>2<br>1** | |
| **Customer Satisfaction** | **5 X<br>4<br>3<br>2<br>1** | |
| **Cost Control** | **5<br>4 X<br>3<br>2<br>1** | |
| **Average Score** | 4.4 | 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 XX No ☐**

## VENDOR PERFORMANCE REPORT INSTRUCTIONS

| | |
|---|---|
| **Type of report** | Identify if this is a final report or a quarterly report (3 months) |
| **Report Date** | The date the report is prepared |
| **Department** | Indicate the name of the reporting department |
| **Reported By** | Please sign your name |
| **Vendor** | Enter the vendor's name |
| **Vendor Number** | Enter the vendor's assigned number |
| **Contract # / PO #** | Enter the assigned contract # or the purchase order # for the goods or services being reported |
| **Contract Name** | The official name used when the contract was solicited |
| **Contract Amount** | The total dollar value of the contract: the amount listed on the Board Resolution |
| **Award Date** | Enter the date that the Board approved this contract |
| **Contract Description** | Provide a brief description of the work being done under the contract |
| **Performance Ratings** | In the comment column provide the rationale for the rating you give<br>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:** June 2, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Sharonica Hardin, Chief Human Resource Officer

**Agenda Item :** 06-30-11-18

**Information:** ☐

**Action:** ☒

**Action to be Approved: Contract Renewal**

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

**Previous Board Resolution #** 06-24-10-05
**Prior Year Cost** $12,600.00

**SUBJECT:** To approve a contract renewal with Netchemia, LLC to provide the software license for the District's web-based recruiter application beginning July 1, 2011 through June 30, 2012 at a cost not to exceed $12,600.00.

**BACKGROUND:** This web-based and fully integrated software application has helped to streamline the employment application process within the District. The software currently saves the District countless man hours in the processing and tracking of employment applications.

**Accountability Plan Goals:** Goal II: Highly Qualified Staff **Objective/Strategy:** II.A.

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

| | | |
|---|---|---|
| **Fund Source:** 990-00-110-2832-6319 | GOB | **Requisition #:** |
| **Amount:** $12,600.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $12,600.00 | ☒**Pending Funding Availability** | **Vendor #:** 600013650 |

**Department:** Human Resources

**Sharonica Hardin, Chief Human Resource Officer**

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

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

Revised 09/27/2010

Reviewed By:

# Vendor Performance Report

| | |
|---|---|
| **Type of report: Final XX Quarterly ☐** | **Report Date: 5/12/2011** |
| **Dept / School: Human Resources** | **Reported By: Pat Canada** |
| **Vendor: Netchemia, LLC** | **Vendor #:** |
| **Contract # / P.O/ #:** | **Contract Name: Web-Based Recruiter Application** |
| **Contract Amount: $ 12,600** | **Award Date: 4/15/10** |
| **Purpose of Contract (Brief Description): To provide the software license and support services for the web-based recruiter application.** | |

**Performance Ratings:** Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (*please attach additional sheets if necessary*). **Ratings** 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory

| Category | Rating | Comments (Brief) |
|---|---|---|
| **Quality of Goods / Services** | **5<br>4 X<br>3<br>2<br>1** | |
| **Timeliness of Delivery or Performance** | **5<br>4 X<br>3<br>2<br>1** | |
| **Business Relations** | **5<br>4 X<br>3<br>2<br>1** | |
| **Customer Satisfaction** | **5<br>4 X<br>3<br>2<br>1** | |
| **Cost Control** | **5 X<br>4<br>3<br>2<br>1** | |
| **Average Score** | 4.2 | 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 XX No ☐**

## VENDOR PERFORMANCE REPORT INSTRUCTIONS

| | |
|---|---|
| **Type of report** | Identify if this is a final report or a quarterly report (3 months) |
| **Report Date** | The date the report is prepared |
| **Department** | Indicate the name of the reporting department |
| **Reported By** | Please sign your name |
| **Vendor** | Enter the vendor's name |
| **Vendor Number** | Enter the vendor's assigned number |
| **Contract # / PO #** | Enter the assigned contract # or the purchase order # for the goods or services being reported |
| **Contract Name** | The official name used when the contract was solicited |
| **Contract Amount** | The total dollar value of the contract: the amount listed on the Board Resolution |
| **Award Date** | Enter the date that the Board approved this contract |
| **Contract Description** | Provide a brief description of the work being done under the contract |
| **Performance Ratings** | In the comment column provide the rationale for the rating you give<br>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:** June 6, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Sharonica Hardin, Chief Human Resource Officer

**Agenda Item :** 06-30-11-18

**Information:** ☐

**Action:** ☒

**Action to be Approved: Contract Renewal**

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

**Previous Board Resolution #** 07-06-10-24
**Prior Year Cost** $14,800.00

**SUBJECT:** To approve a contract renewal with eSchool Solutions, Inc. for the annual maintenance fee for the Substitute Employee Management System (Smart Find Express) beginning July 1, 2011 through June 30, 2012 at a cost not to exceed $14,800.00.

**BACKGROUND:** eSchool Solutions, Inc. will provide support in maintaining, reforming and repairing existing capacities of the following products: eSchool Solutions installed proprietary software, eSchool Solutions installed servers and workstations, installed cards, and proprietary software updates, enhancements, and new releases.

**Accountability Plan Goals:** Goal II: Highly Qualified Staff **Objective/Strategy:** II.A.

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

| | | |
|---|---|---|
| **Fund Source:** 990-00-110-2832-6319 | GOB | **Requisition #:** |
| **Amount:** $14,800.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $14,800.00 | ☒ **Pending Funding Availability** | **Vendor #:** 600000249 |

**Department:** Human Resources

**Sharonica Hardin, Chief Human Resource Officer**

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

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

Revised 09/27/2010

Reviewed By:

# Vendor Performance Report

| | |
|---|---|
| **Type of report: Final XX Quarterly ☐** | **Report Date: 5/12/2011** |
| **Dept / School: Human Resources** | **Reported By: Sharonica Hardin** |
| **Vendor: eSchool Solutions** | **Vendor #: 6000000249** |
| **Contract # / P.O/ #:** | **Contract Name: Annual maintenance and support for the Substitute Employee Management System** |
| **Contract Amount: $14,800.00** | **Award Date: 6/24/10** |

**Purpose of Contract (Brief Description): To provide annual maintenance and support for the Substitute Employee Management System.**

**Performance Ratings:** Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (*please attach additional sheets if necessary*). **Ratings** 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory

| Category | Rating | Comments (Brief) |
|---|---|---|
| **Quality of Goods / Services** | **5<br>4 X<br>3<br>2<br>1** | |
| **Timeliness of Delivery or Performance** | **5 X<br>4<br>3<br>2<br>1** | |
| **Business Relations** | **5<br>4 X<br>3<br>2<br>1** | |
| **Customer Satisfaction** | **5<br>4 X<br>3<br>2<br>1** | |
| **Cost Control** | **5 X<br>4<br>3<br>2<br>1** | |
| **Average Score** | 4.6 | Add above ratings: divide the total by the number of areas being rated. |

Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.

**Please Check Yes XX No ☐**

## VENDOR PERFORMANCE REPORT INSTRUCTIONS

| | |
|---|---|
| **Type of report** | Identify if this is a final report or a quarterly report (3 months) |
| **Report Date** | The date the report is prepared |
| **Department** | Indicate the name of the reporting department |
| **Reported By** | Please sign your name |
| **Vendor** | Enter the vendor's name |
| **Vendor Number** | Enter the vendor's assigned number |
| **Contract # / PO #** | Enter the assigned contract # or the purchase order # for the goods or services being reported |
| **Contract Name** | The official name used when the contract was solicited |
| **Contract Amount** | The total dollar value of the contract: the amount listed on the Board Resolution |
| **Award Date** | Enter the date that the Board approved this contract |
| **Contract Description** | Provide a brief description of the work being done under the contract |
| **Performance Ratings** | In the comment column provide the rationale for the rating you give<br>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 |

eSchool SOLUTIONS

# Invoice

| | |
|---|---|
| **Date** | 5/1/2011 |
| **Invoice #** | T12561 |
| **Terms** | |
| **PO #** | Pending |

604 Courtland Street
Suite 300
Orlando FL 32804
United States
407 835-9899

**Bill To**

St. Louis PS
Attn: Venessa - HR
801 North 11th Street
St. Louis, MO 63101

| Quantity | Description | Rate | Amount |
|---|---|---|---|
| 1 | Smart Find Express Annual Maintenance for the Time Period July 2011 - June 2012. | 14,800.00 | 14,800.00 |

| | |
|---|---|
| **Total** | 14,800.00 |
| **Amount Due** | $14,800.00 |

20

# BOARD RESOLUTION

**Date:** June 7, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Sharonica Hardin, Chief Human Resource Officer

**Agenda Item :** 06-30-11-20

**Information:** ☐

**Action:** ☒

**Action to be Approved:** Contract Renewal

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

**Previous Board Resolution #** 06-24-10-02

**Prior Year Cost** $322,953

**SUBJECT:** To approve a contract renewal with Automated Data Processing, Inc. (ADP) to provide benefits administration services beginning July 1, 2011 through June 30, 2012 at a cost not to exceed $322,953.00.

**BACKGROUND:** Under the contract, ADP provides benefit administration services which include enrollment and eligibility services, FSA/Section 125 administration, and COBRA administration. ADP is responsible for all of the data feeds to and from the healthcare vendors, administration of the open enrollment for employees, and all of the services related to FSA/Section 125 administration and COBRA administration.

**Accountability Plan Goals:** Goal II: Highly Qualified Staff **Objective/Strategy:** II.A.

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

| | | |
|---|---|---|
| **Fund Source:** 990-00-110-2832-6319 | GOB | **Requisition #:** |
| **Amount:** $322,953.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $322,953.00 | ☒**Pending Funding Availability** | **Vendor #:** 600011173 |

**Department:** Human Resources

**Requestor:** Patricia Canada

Sharonica Hardin By Patricia Canada

**Sharonica Hardin, Chief Human Resource Officer**

Mary M Houlihan

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

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

Revised 09/27/2010

Reviewed By:

| | | | |
|---|---|---|---|
| KM | | | |

# Vendor Performance Report

| | |
|---|---|
| **Type of report: Final XX Quarterly ☐** | **Report Date: 5/12/2011** |
| **Dept / School: Human Resources** | **Reported By: Patricia Canada** |
| **Vendor: Automated Data Processing, Inc. (ADP)** | **Vendor #: 600011173** |
| **Contract # / P.O/ #:** | **Contract Name: Benefits Administration Services** |
| **Contract Amount: $322,953.00** | **Award Date: 6/24/10** |
| **Purpose of Contract (Brief Description): To provide benefits administration services.** | |

**Performance Ratings:** Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (*please attach additional sheets if necessary*). **Ratings** 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory

| Category | Rating | Comments (Brief) |
|---|---|---|
| **Quality of Goods / Services** | **5 X**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Timeliness of Delivery or Performance** | **5 X**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Business Relations** | **5 X**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Customer Satisfaction** | **5 X**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Cost Control** | **5**<br>**4 X**<br>**3**<br>**2**<br>**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 XX No ☐**

## VENDOR PERFORMANCE REPORT INSTRUCTIONS

| | |
|---|---|
| **Type of report** | Identify if this is a final report or a quarterly report (3 months) |
| **Report Date** | The date the report is prepared |
| **Department** | Indicate the name of the reporting department |
| **Reported By** | Please sign your name |
| **Vendor** | Enter the vendor's name |
| **Vendor Number** | Enter the vendor's assigned number |
| **Contract # / PO #** | Enter the assigned contract # or the purchase order # for the goods or services being reported |
| **Contract Name** | The official name used when the contract was solicited |
| **Contract Amount** | The total dollar value of the contract: the amount listed on the Board Resolution |
| **Award Date** | Enter the date that the Board approved this contract |
| **Contract Description** | Provide a brief description of the work being done under the contract |
| **Performance Ratings** | In the comment column provide the rationale for the rating you give<br>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:** June 2, 2011 **Agenda Item:** 06-30-11-21

**To:** Dr. Kelvin R. Adams, Superintendent **Information:** _____

**From:** Enos K. Moss, CFO/Treasurer **Action:** X

**Action to be Approved:**
X Financial Report Approval

**Other Transaction Descriptors:** Monthly Report Approval

**SUBJECT:**
Monthly Board Transaction Report for May 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:** | | **Requisition #:** |
| **Fund Source:** - - - - **Amount:** | | **Requisition #:** |
| **Fund Source:** - - - - **Amount:** | | **Requisition #:** |
| **Cost not to Exceed:** $ - | ☐ **Pending Funding Availability** | **Vendor #:** |

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

evised 7/6/10 Reviewed By _____ Reviewed By _____ Reviewed By _____

# ST. LOUIS BOARD OF EDUCATION
Monthly Budget Report
Dates: 05-01-2011 - 05-31-2011
Fiscal Year: 2010 - 2011



110-INCIDENTAL

1 SAP Hierarchy Doc #: 0501789994
SAP Entry Doc #: 0501789956

| | | | | |
|---|---|---|---|---|
| From: | 110-1189 | - 820-PC-110 | - 6183 | 115,000.00- |
| To: | 110-1189 | - 847-PC-110 | - 6411 | 115,000.00 |

Control No: B1011-2280
From Amount: 115,000.00-
To Amount: 115,000.00
Text: Transfer of summer school budget from location 820 into appropriate line item. Dollars needed for curriculum office to purchase instructional materials for math (75K) and language arts (40K).

2 SAP Hierarchy Doc #: 0501790053
SAP Entry Doc #: 0501790015

| | | | | |
|---|---|---|---|---|
| From: | 110-2411 | - 820-00-110 | - 6371 | 138,222.42- |
| To: | 110-2311 | - 800-00-110 | - 6319 | 138,222.42 |

Control No: B1011-2339
From Amount: 138,222.42-
To Amount: 138,222.42
Text: Transfer to cover cost of SLPS portion of April 5th municipal general election.

3 SAP Hierarchy Doc #: 0501790051
SAP Entry Doc #: 0501790013

| | | | | |
|---|---|---|---|---|
| From: | 110-2411 | - 820-00-110 | - 6371 | 55,000.00- |
| To: | 110-2322 | - 812-00-110 | - 6319 | 55,000.00 |

Control No: B1011-2337
From Amount: 55,000.00-
To Amount: 55,000.00
Text: Transfer to cover cost of Grace Hill Contract for the 2010/2011 fiscal year.

4 SAP Hierarchy Doc #: 0501790040
SAP Entry Doc #: 0501790002

| | | | | |
|---|---|---|---|---|
| From: | 110-2411 | - 601-00-110 | - 6384 | 2,269.13- |
| To: | 110-2411 | - 601-00-110 | - 6383 | 2,269.13 |

Control No: B1011-2326
From Amount: 2,269.13-
To Amount: 2,269.13
Text: Montessori Training at Midwest Teacher Training Center in Woodstock, Illinois.

5 SAP Hierarchy Doc #: 0501790013
SAP Entry Doc #: 0501789975

| | | | | |
|---|---|---|---|---|
| From: | 110-2828 | - 981-00-110 | - 6411 | 100,000.00- |
| To: | 110-2625 | - 981-8L-110 | - 6361 | 100,000.00 |

Control No: B1011-2296
From Amount: 100,000.00-
To Amount: 100,000.00
Text: To cover upcoming local line, optiman and mobility charges for April and May.

6 SAP Hierarchy Doc #: 0501790014
SAP Entry Doc #: 0501789976

| | | | | |
|---|---|---|---|---|
| From: | 110-2223 | - 981-L3-110 | - 6441 | 100,000.00- |
| To: | 110-2625 | - 981-8L-110 | - 6361 | 100,000.00 |

Control No: B1011-2297
From Amount: 100,000.00-
To Amount: 100,000.00
Text: To cover upcoming local line, optiman and mobility charges for April and May.

7 SAP Hierarchy Doc #: 0501790052
SAP Entry Doc #: 0501790014

| | | | | |
|---|---|---|---|---|
| From: | 110-2625 | - 905-00-110 | - 6483 | 180,000.00- |
| To: | 110-2625 | - 905-00-110 | - 6484 | 180,000.00 |

Control No: B1011-2338
From Amount: 180,000.00-
To Amount: 180,000.00
Text: Transfer to cover overage in electric line item. Using dollars from 6483 (Heating Services)due to excess budget relative to fiscal year 2011 expenditure projection.

8 SAP Hierarchy Doc #: 0501789999
SAP Entry Doc #: 0501789961

| | | | | |
|---|---|---|---|---|
| From: | 110-2577 | - 820-00-110 | - 6319 | 125,000.00- |
| To: | 110-2822 | - 984-00-110 | - 6319 | 125,000.00 |

Control No: B1011-2285
From Amount: 125,000.00-
To Amount: 125,000.00
Text: Transfer for a contract with EDMIN to provide annual assessment management software licenses, test bank licenses, and support services from May 6,2011 to June 30,2012.

120-INCIDENTAL

1 SAP Hierarchy Doc #: 0501789995
SAP Entry Doc #: 0501789957

| | | | | |
|---|---|---|---|---|
| From: | 110-2411 | - 559-00-110 | - 6319 | 2,000.00- |
| | 110-2411 | - 559-00-110 | - 6363 | 1,090.10- |
| | 110-2411 | - 559-00-110 | - 6411 | 395.32- |
| | 110-2411 | - 559-00-110 | - 6384 | 74.45- |
| | 110-2411 | - 559-00-110 | - 6443 | 12.93- |
| To: | 120-1111 | - 559-00-120 | - 6143 | 3,572.80 |

Control No: B1011-2281
From Amount: 3,572.80-
To Amount: 3,572.80
Text: Extra service is needed at Mullanphy Elementary School for professional development.

Monthly Budget Report
Dates: 05-01-2011 - 05-31-2011
Fiscal Year: 2010 - 2011

271-PL 94-142 SPED 09-10

1 SAP Hierarchy Doc #: 0501789969
SAP Entry Doc #: 0501789931

| | | | | |
|---|---|---|---|---|
| From: | 271-1511 | - 828-00-271 | - 6319 | 72,421.21- |
| | 271-1511 | - 828-00-271 | - 6371 | 38,031.58- |
| To: | 271-1511 | - 828-00-271 | - 6384 | 500.00 |
| | 271-1511 | - 828-00-271 | - 6261 | 1,343.23 |
| | 271-1511 | - 828-00-271 | - 6231 | 3,559.78 |
| | 271-1511 | - 828-00-271 | - 6149 | 105,049.78 |

Control No: B1011-2257
From Amount: 110,452.79-
To Amount: 110,452.79
Text: Reallocating Funds to Fund Temporary Salaries at Autism Workshop on 04/28/2011.

291-Mini Federal 10-11

1 SAP Hierarchy Doc #: 0501790010
SAP Entry Doc #: 0501789972

| | | | | |
|---|---|---|---|---|
| From: | 291-2122 | - 880-VK-291 | - 6411 | 4,500.00- |
| To: | 291-2122 | - 880-VK-291 | - 6383 | 4,500.00 |

Control No: B1011-2294
From Amount: 4,500.00-
To Amount: 4,500.00
Text: Travel Expenses for Jocelyn Fane, Joshua Kurth, Fatima Warren, and Ira Bivens to attend American School Counselor Association Conference in Seattle, Washington from June 25-28, 2011.

2 SAP Hierarchy Doc #: 0501789964
SAP Entry Doc #: 0501789926

| | | | | |
|---|---|---|---|---|
| From: | 291-1127 | - 324-UG-291 | - 6411 | 335.00- |
| | 291-1127 | - 328-UG-291 | - 6411 | 335.00- |
| | 291-1127 | - 314-UG-291 | - 6443 | 335.00- |
| To: | 291-2214 | - 819-UG-291 | - 6383 | 1,005.00 |

Control No: B1011-2250
From Amount: 1,005.00-
To Amount: 1,005.00
Text: Reallocating Funds for Travel Expenses to MOSIG June Meeting in Jefferson City, Missouri from June 22-23, 2011.

3 SAP Hierarchy Doc #: 0501789965
SAP Entry Doc #: 0501789927

| | | | | |
|---|---|---|---|---|
| From: | 291-1127 | - 442-UG-291 | - 6443 | 335.00- |
| | 291-1127 | - 406-UG-291 | - 6441 | 335.00- |
| | 291-1127 | - 586-UG-291 | - 6443 | 335.00- |
| | 291-1127 | - 502-UG-291 | - 6443 | 335.00- |
| | 291-1127 | - 478-UG-291 | - 6411 | 335.00- |
| | 291-1127 | - 596-UG-291 | - 6411 | 335.00- |
| | 291-1127 | - 526-UG-291 | - 6411 | 335.00- |
| To: | 291-2214 | - 819-UG-291 | - 6383 | 2,345.00 |

Control No: B1011-2249
From Amount: 2,345.00-
To Amount: 2,345.00
Text: Funds for travel expenses to attend the MOSIG June Meeting in Jefferson City City from June 22-23, 2011.

4 SAP Hierarchy Doc #: 0501789978
SAP Entry Doc #: 0501789940

| | | | | |
|---|---|---|---|---|
| From: | 291-1177 | - 183-UG-291 | - 6411 | 335.00- |
| To: | 291-2214 | - 819-UG-291 | - 6383 | 335.00 |

Control No: B1011-2266
From Amount: 335.00-
To Amount: 335.00
Text: Reallocating Funds for Travel Expenses to attend MOSIG June Meeting in Jefferson City, Missouri from June 22-23, 2011.

5 SAP Hierarchy Doc #: 0501789970
SAP Entry Doc #: 0501789932

| | | | | |
|---|---|---|---|---|
| From: | 291-2214 | - 819-UG-291 | - 6111 | 125,000.00- |
| | 291-2214 | - 819-UG-291 | - 6211 | 20,000.00- |
| | 291-2214 | - 819-UG-291 | - 6231 | 9,562.50- |
| | 291-2214 | - 819-UG-291 | - 6241 | 6,821.64- |
| | 291-2214 | - 819-UG-291 | - 6113 | 4,800.00- |
| | 291-2214 | - 819-UG-291 | - 6261 | 3,500.00- |
| | 291-2214 | - 819-UG-291 | - 6245 | 407.22- |
| | 291-2214 | - 819-UG-291 | - 6242 | 275.02- |
| | 291-2214 | - 819-UG-291 | - 6246 | 208.26- |
| | 291-2214 | - 819-UG-291 | - 6243 | 105.90- |
| | 291-2214 | - 819-UG-291 | - 6244 | 19.08- |
| To: | 291-2326 | - 819-UG-291 | - 6244 | 19.08 |
| | 291-2326 | - 819-UG-291 | - 6243 | 105.90 |
| | 291-2326 | - 819-UG-291 | - 6246 | 208.26 |
| | 291-2326 | - 819-UG-291 | - 6242 | 275.02 |
| | 291-2326 | - 819-UG-291 | - 6245 | 407.22 |
| | 291-2326 | - 819-UG-291 | - 6261 | 3,500.00 |
| | 291-2326 | - 819-UG-291 | - 6149 | 4,800.00 |

| | | | |
|---|---|---|---|
| 291-2326 | - 819-UG-291 | - 6241 | 6,821.64 |
| 291-2326 | - 819-UG-291 | - 6231 | 9,562.50 |
| 291-2326 | - 819-UG-291 | - 6211 | 20,000.00 |
| 291-2326 | - 819-UG-291 | - 6111 | 125,000.00 |

Control No: B1011-2258
From Amount: 170,699.62-
To Amount: 170,699.62
Text: Reallocating Budget to Correct Fund/Fund Center Commitment Items.

# BOARD RESOLUTION

**Date:** June 6, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Enos Moss, CFO/Treasurer

**Agenda Item :** 06-30-11-22

**Information:** ☐

**Action:** ☒

**Action to be Approved: RFP/Bid**

**RFP/Bid #** 033-0910

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

**SUBJECT:** To approve contract with TALX Corporation to provide the District with Electronic Pay Advices for employees at a cost to not exceed $37,720 in the first year of service (first year of service includes a $10,000 one-time set-up fee). First year of service will be the 12 month period beginning July 1, 2011 and ending June 30, 2012.

**BACKGROUND:** Electronic Pay Advices will provide a cost savings to the District in terms of forms, toner, and labor hours required to produce the paper Deposit Slips - as well as eliminating the need for making additional copies for past pays requested by employees. It will provide the advantage of easy, secure, 24/7 access to pay information (current and past) to our employees - by phone and/or internet.

.

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

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

| | | |
|---|---|---|
| **Fund Source:** 977-00-110-2523-6319 | GOB | **Requisition #:** |
| **Amount:** $37,720.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $37,720.00 | ☒**Pending Funding Availability** | **Vendor #:** TBD |

**Department:** Payroll

**Requestor:** Judith A. Gaughan

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

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

Revised 09/27/2010

Reviewed By:

| | | | |
|---|---|---|---|
| KM | | | |

# RFP Evaluation Summary

## Electronic Pay Advices For Employees

## RFP # 033-0910

| Name of Vendor | Evaluation Pts Total | Ranking (1,2,3, etc) | Comments |
|---|---|---|---|
| Talx | 275 | 1 | Prior experience has shown TALX tech staff to be very flexible, with excellent follow-up. Employee access includes phone or employee can request email/text messages when information is posted. Implementation timeline included in RFP. |
| ADP | 235 | 2 | No phone access for employee. RFP implies possible extra costs associated with training and implementation. Customizing costs are always outrageous. |
| | | | |
| | | | |

## SCHEDULE A – ePayroll SERVICES
## SERVICE PROVIDER, TERM AND FEES FOR SERVICES

**CLIENT NAME:** St. Louis Public Schools

The Work Number® ePayroll Services is a suite of electronic paperless pay services (the "Service") provided by TALX. Client authorizes TALX as its authorized agent to provide the Service. TALX shall provide the Service in accordance with the Universal Service Agreement ("Agreement"), this Schedule and Schedule B (which are part of the Agreement) utilizing the Data supplied by Client.

1) **Term:** This Schedule shall be for an initial term of five (5) years ("Initial Term") from the Date of Execution. The Date of Execution shall be the date the last party signs this Schedule. This Schedule shall automatically renew for successive one (1) year terms ("Successive Terms") unless either party provides the other with written notice of termination at least ninety (90) days prior to the end of the then current term before terminating the Schedule.
2) **Termination:** Either party may terminate this Schedule if the other party has materially breached the Agreement, provided that the party claiming breach must give the other party at least thirty (30) days prior written notice in which to cure the breach before terminating this Schedule.
3) **Payment Terms:** Monthly fees, as stated in Exhibit 1, attached hereto and made part of this Schedule A, shall be invoiced beginning sixty (60) days after the earlier of i) the Date of Execution or ii) any portion of the Client population goes live in production. Each month the Client will be billed either the minimum monthly fee or for the actual total of all the Per Employee Per Month (PEPM) fees, whichever is greater. All prices and fees shall increase by five percent (5%) on each anniversary of the Date of Execution.
    - Total fees shall be calculated using the total number of employee records in Client supplied data file multiplied by PEPM fee referenced above.
    - Client will be charged the PEPM fees for all contracted Services, even if Client chooses not to implement or use such services.
    - Invoices are due net thirty (30) days. Payments not received within forty-five (45) days of invoice will bear interest at a rate of 1.5% per month.
    - Except to the extent that Client has provided an exemption certificate, direct pay permit or other such appropriate documentation, TALX shall add to each invoice any sales, use, excise, value-added, gross receipts, services, consumption, and other similar transaction taxes, however designated, that are properly levied by any taxing authority upon the provision of the Services, excluding, however, any state or local privilege or franchise taxes, taxes based upon TALX's net income, and any taxes or amounts in lieu thereof paid or payable by TALX as a result of the foregoing excluded items.
    - All prices are in U.S. dollars.
    - All applicable one-time fees and/or setup fees shall be invoiced upon execution of this Schedule.
4) **Data:** Client acknowledges that the ability of TALX to provide accurate information is dependent upon accurate payroll data ("Data") from Client. Client agrees to maintain its Data in an accurate, complete and current manner, to provide TALX with Data on employees of Client, and to notify TALX in advance of any and all changes or modifications in format of the Client's computer interface and/or the Data.
5) **Master File:** Client acknowledges that it shall maintain full responsibility for maintenance, storage, and production of the Employee Master File (as defined herein). Employee Master File shall mean the file which retains all employee data required under state and federal recordkeeping and retention laws, which may include, but is not limited to, name, address, social security number, date of birth, work location, wage and hour data, tax and payroll information, human resources data, and benefits information.
6) **Implementation:** Client acknowledges that it must undertake certain steps including, without limitation, providing Data in a proper format, undergoing testing procedures and assisting with the implementation of the Service. Client agrees to fully cooperate with TALX to implement the Service.

Schedule A and Schedule B shall be binding on the parties upon the date last executed below.

| **St. Louis Public Schools** | | **TALX Corporation** | |
|---|---|---|---|
| By: | _____ | By: | _____ |
| Name: | _____ | Name: | _____ |
| Title: | _____ | Title: | _____ |
| Date: | _____ | Date: | _____ |

## SCHEDULE A – ePayroll SERVICES
## EXHIBIT 1 - FEES

**FEES:** Fees for Services provided under this Schedule include:

**Total Number of Employees:5,000**

**SETUP FEES** (invoiced upon execution of Agreement)

| | | |
|---|---|---|
| X | • ePayroll Services | $ 10,000 |
| | • Client Service Representatives (CSR) (no charge for 5+ year Agreement) | $ |
| | • Spanish Language on Interactive Voice Response (IVR) | $ |
| | • Custom Paystub (no charge for 5+ year Agreement) | $ |
| | • Custom Interface | $ |
| | • Interactive State W-4 (W-4 State) | $ |
| | • Interactive Personal Information Manager with Client Updates | $ |

**MONTHLY STANDARD SERVICE FEES Per Employee Per Month (PEPM)**

| | | |
|---|---|---|
| X | • Paystub Review (PSR – electronic paystub) | $ .55 PEPM |
| | • Paystub Review only with amortized setup fee | $ PEPM |
| | • Direct Deposit Maintenance (DD) | $ .14 PEPM |
| | • W-4 Update (W-4) Federal Interactive w/links to State Forms | $ .08 PEPM |
| | • Personal Information Manager (PIM) – Read Only | $ .08 PEPM |
| | • All 4 major services above bundled together | $ PEPM |
| | • All of the services above with amortized setup fee | $ PEPM |
| | **Monthly Standard Service Fees** | $ **PEPM** |

**Standard Service Features**

| | | |
|---|---|---|
| | • 3 Months of Historical Paystub Data | No Charge |
| | • 3 Years of Final Year-end Paystubs | No Charge |
| | • 2 Weekly FTP Input Files to TALX | No Charge |
| | • 1 Weekly DDM/W4 FTP Output File from TALX | No Charge |
| | • 1 Weekly PIM FTP Output File From TALX | No Charge |
| | • Paystub Fax Back Detail | No Charge |
| | • Cumulative Pay Report | No Charge |

**ADDITIONAL SERVICE FEES PEPM** (in addition to Standard Service Fees)

| | | |
|---|---|---|
| | • ePayroll Client Service Representatives | $ PEPM |
| | • Bulk Paystub Exception Printing (Web via webManager) | $ PEPM |
| | • Enhanced Paystub (Web) | $ PEPM |
| | • Interactive State W-4 (W-4 State) | $ PEPM |
| | • Interactive Personal Information Manager with Client Updates | $ PEPM |
| | • Paystub Supplement Reporting (eReports-Web) | $ PEPM |
| | • Paperless Paycard Enrollment | $ PEPM |
| | • Additional Months of Paystub History (for each additional quarter up to 18 months) | $ PEPM |
| | • Additional Years of Year-end Paystub History (for each additional year up to 5) | $ PEPM |
| | • Additional Weekly Input Files to TALX (PEPM for each weekly file >2) | $ PEPM |
| | • Additional Weekly Output Files from TALX (PEPM for each weekly file >1) | $ PEPM |
| | • Spanish Language on IVR | $ PEPM |
| | • Custom Paystub (no charge for 5+ year agreements) | $ PEPM |
| | **Monthly Additional Service Fees** | $ **PEPM** |

| | | |
|---|---|---|
| **TOTALS** | Set-up Fees | $ 10,000 |
| | Ongoing Monthly Fees (PEPM) | $ .55 |
| | Customization Fees (PEPM) | $ |
| | **Total Per Employee Per Month (PEPM)** | $ .55 |

**UNSCHEDULED EVENT FEES:**

| | |
|---|---|
| ➢ Start processing within 24 hours of receipt of extra input file | $800 |
| ➢ Start processing within 12 hours of receipt of extra input file | $1,400 |
| ➢ Start processing within 8 hours of receipt of extra input file | $2,000 |
| ➢ Transaction audits (per request) | $200 |

**IMPLEMENTATION SERVICES**

| | | |
|---|---|---|
| ➢ On-Site Consultation with TALX Implementation Manager (IM) | No Charge | |
| ➢ On-site Implementation Meeting Travel & Living Expense for 2 personnel | At Cost | |
| ➢ Data Extraction & Import Services | | |
| o Generic Extract & Import Program Routine | No Charge | |
| o On Site Installation | $185/hr plus | T&L |
| o Programming Customizations | $185/hr | |
| o Consulting | $185/hr | |

**PRICING FOOTNOTES:**

- ➢ The minimum monthly service fee is: $2,500
- ➢ Travel and living expenses for TALX implementation personnel incurred while visiting Client's site during the specification, implementation, and testing phases are not included in the Service price and will be billed separately to Client.
- ➢ Prices are exclusive of data communication costs.

Client Initials _____

Target Implementation Date is: July / 2011

Estimated Number of Monthly Paystubs: 10,000

## Schedule B – ePayroll SERVICES
## SERVICE DESCRIPTION OVERVIEW

The following is an overview of the four components (each referred to as a "Service") of The Work Number® ePayroll Services: Paystub Review, Direct Deposit Maintenance, W-4 Update, and Personal Information Manager.

**Paystub Review**
PayStub Review is designed to allow employees of Client ("Employees") to access paystubs via Client's company Intranet, Internet, telephone, or fax. Employees using the Web can view and print the summary or details of their current paystub(s) as well as past paystub information. Employees using the telephone hear the summary of their current paystub(s) and may elect to receive current or previous paystub details via fax.

***Summary Paystub Information (Web & Telephone)*** permits Employees to view date, net or gross pay, net or gross pay distribution (direct deposit and/or check amount), and hours worked by earnings type.

***Detailed Paystub Information (Web & Fax)*** permits Employees to view check number and date; earnings, taxes and deductions; employee profile information; employee messages; other benefits and information such as vacation day balance, sick day balance, 401K employer match; net pay distribution. Descriptive elements for each pay detail code are available through interactive links to the Paystub Glossary.

***Current and Historical Paystub Capability*** permits Employees to view paystubs from the past 3 months as well as year-end paystubs from the past 3 years. Employees also have the ability to view paystubs in advance of a pay date.

**Optional Feature: Paystub Supplement Reporting**

The Paystub Supplement is designed to offload paper-based, tabulated reports where either an employee or a payroll administrator - webManager - needs access. Some examples are commission statements, bonus details, transportation schedules, crew summaries, labor distribution reports, and even check registers for remote locations.

**Optional Feature: Bulk Paystub Exception Printing**
This gives organizations that are actively moving to a paperless pay environment the ability to do exception bulk printing for the handful of employees who are not ready to give up their paper paystub. Remote Payroll webManagers will have the ability to bulk print to their local or network printer the current paystubs for specific or all employees for whom they have responsibility not to exceed 200 paystubs at a time. This means that a webManager can print paystubs for a given location or department and distribute them to employees who still require a paper paystub. Centralized, high-speed, corporate printing equipment as well as postage costs and delivery delays can be eliminated. The responsibility for printing paystubs can be decentralized in whole or in part and delegated down to the local level as part of an overall paperless program. This service has a great benefit in cost reduction as well as increasing flexibility and reducing risk. Some firms who do not wish to eliminate the distribution of the paper paystub have also considered this service as part of a disaster recovery plan in the event of any future domestic delivery interruptions.

**Optional Feature: Enhanced Paystub**
Our Enhanced Paystub offers 3 additional features on the detailed paystub available on the Internet: a PDF paystub option, expanded tax summary, and special leave balance summary section. The PDF provides portability for the paystub and dynamically resizes a paystub to fit onto a single page. The expanded tax summary breaks out state and federal taxes in a more granular display. The leave balance section provides for detail accounting of accrued benefits on the paystub.

**Expanded Work Number Service for Employees**
TALX offers an additional service to employees who use The Work Number® for income verification purposes. TALX provides paystub information to verifiers who require copies of paystubs when performing income verifications. This alleviates the employee from having to locate and deliver the paystubs to the lending institution. Only verifiers who have been appropriately authorized will be eligible to receive copies of the employee's paystubs in addition to The Work Number employment and income verification statements.

**Direct Deposit Maintenance**
Direct Deposit Maintenance, is designed to allow employees to set up and maintain their own direct deposit account(s) by reviewing, adding, changing or deleting their account(s) at any time. The service can support up to a maximum of twelve direct deposit accounts for each employee.

**Optional Feature: Paperless Paycard Enrollment**
While Paystub Review allows companies to eliminate the paper paystub for those on direct deposit, a paycard helps convert employees to direct deposit. Through ePayroll, we offer a phone and web enabled paperless paycard enrollment process with TALX-Approved paycard vendors. This eliminates the administrative burden for your payroll personnel to collect forms and manually key in data for paycard enrollments. We may also be able to handle the data communications with the paycard vendor thus eliminating a task for your IT department as well.

**W-4 Update**

W-4 Update permits Employees to set up and update their federal W-4 withholding information over the web and phone. The web also provides links to state withholding forms.

**Optional Feature: Interactive State Tax Withholdings (W-4)**

In lieu of having to print out the state forms, this service provides a paperless employee self service method for employees to update their State W-4 Withholdings via the web.

**Personal Information Manager (PIM)**

Personal Information Manager permits employees to view their address information and update their email notification addresses.

**Optional Feature: Interactive Personal Information Manager**

The Interactive PIM allows an employee to update their personal information electronically such as home & work addresses, phone numbers, email addresses, and marital status. In addition to the employee specific data, clients also have 8 customizable fields available to them. These customizable fields are broken out into 4 logical radio buttons and 4 text boxes.

**Other**

**Payroll webManager(s)**

Authorized payroll personnel ("Payroll webManager") can have special payroll administration rights in ePayroll. For example, an authorized webManager can view paystub data for all employees for whom they have responsibility; set up employee and enterprise-wide messages that will be seen on paystubs; void paystubs through the webManager function before an employee has access to their paystub information. For security reasons the Payroll webManager(s) can block access to a specific employee's data. All webManager interactions are secured through an SSL encrypted browser session.

**Client Service Representatives (CSRs)**

Trained CSRs are available via a toll-free number during normal business hours (7 a.m. - 8 p.m. Central Time, Monday-Friday) to assist employees. CSRs can also help employees who have lost or forgotten their PINs.

**Data File**

TALX provides a standard file format to be exported from the client's payroll system. Clients then set up file transfers to transmit payroll information to TALX on a regular basis. Clients provide TALX with a payroll processing schedule, so that TALX can notify the client if a file is not received on schedule. Once a client's file is processed, they will be sent an email verification of the completed process. In order to accommodate weekly, biweekly, semi-monthly, and monthly payroll feeds, two payroll feeds per week are included as a standard part of the service. TALX currently offers support for PGP for encryption and Internet FTP or AT&T frame relay for file transfer.

**Implementation**

TALX must have the full cooperation of the client in order to ensure timely implementation. Clients must provide TALX data in a proper format and undergo testing procedures, without limitation, to assist with the implementation of the Service.

**Security**

***PIN Security and Single Sign-on***

For new clients, employees must enter their SSN or User ID and default PIN the first time they access the service. The client decides which one of the following PIN change schemes to offer their employees: 1) voluntary PIN change at any time; 2) immediate PIN change required the first time an employee uses the service and then voluntary PIN change thereafter; or 3) no PIN change allowed. For existing Work Number clients, employees will have the benefit of an existing PIN that is common for PayStub Review, Direct Deposit Maintenance, W-4 Update, Personal Information Manager, Employment and Income Verification, W-2, FasTime, and any other TALX service.

**Optional Feature: *Last Logon Notification Message***

The date and time of the last successful logon to the employee's data is displayed or voiced to the employee. This security measure helps to reassure employees that unauthorized users have not accessed their salary information since their last logon. The Payroll webManager is considered an authorized user, so this type of access will not be reported to the employee.

TALX reserves the right to modify the Service from time to time. If the modification shall be a substantial change from this Service Description Overview, TALX shall provide notice of the change to Client. A substantial change shall be a change which is inconsistent with this Service Description Overview. A change that does not alter functionality of the Service, such as a change for upgraded security of Data, is not a substantial change. Client may terminate the Service by written notice given to TALX within thirty (30) days after notice of an amendment to the Service Description Overview. Termination shall be effective ninety (90) days after written notice is provided unless Client provides for an earlier or later effective date of termination in the notice of termination. Absence of such termination shall constitute Client's agreement to the modified Service Description Overview.

# Board Resolution

Date: June 6, 2011

Agenda Item: 06-30-11-23

To: Dr. Kelvin R. Adams, Superintendent

Information: _____

From: Enos K. Moss, CFO/Treasurer

Action: X

Action to be Approved:

X Contract Renewal

Previous Bd. Res. : 06-24-10-44

Prior Year Cost 10% of generated revenue

Other Transaction Descriptors: Sole Source

**SUBJECT:**

To renew a sole source contract with Missouri School Boards Association (MSBA) for Medicaid Direct Billing services to be provided for the 2011-12 academic year at a cost not to exceed 10% of generated revenue.

**BACKGROUND:**

MSBA provides all of the products, services and technical assistance that are necessary in order for the District to be able to submit accurate and timely claims to the Missouri Department of Social Services (DSS) MOHealthNet Division with respect to claimable costs that the District incurs in providing speech, occupational and physical therapy, and other direct services to students with special needs. MSBA receives a fee of not more than 10% of any Direct services-related revenue that the District receives from MOHealthNet for the program. Projected FY11 Direct service revenue: $400,000

**Accountability Plan Goal:** Goal V: Governance **Objective/Strategy:** V.B.

| FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code) | | |
|---|---|---|
| Fund Source: - - - - <br> Amount: | | Requisition #: |
| Fund Source: - - - - <br> Amount: | | Requisition #: |
| Fund Source: - - - - <br> Amount: | | Requisition #: |
| Cost not to Exceed: 10% of revenue | ☐ Pending Funding Availability | Vendor #: 600001045 |

Department: Grants Management

Requestor: Anna Munson

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

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

Dr. Kelvin R. Adams, Superintendent

Revised 7/6/10

Reviewed By _____ Reviewed By _____ Reviewed By _____

# Board Resolution

Date: June 6, 2011

Agenda Item: 06-30-11-24

To: Dr. Kelvin R. Adams, Superintendent

Information: _____

From: Enos K. Moss, CFO/Treasurer

Action: X

Action to be Approved:

X Contract Renewal

Previous Bd. Res. : 12-16-10-14

Prior Year Cost 3% of generated revenue

Other Transaction Descriptors: _____

**SUBJECT:**

To renew a contract with Accelify for School District Administrative Claiming (SDAC) services to be provided for the 2011-12 academic year at a cost not to exceed 3% of generated revenue.

**BACKGROUND:**

Accelify provides all of the products, services and technical assistance that are necessary in order for the District to be able to submit accurate and timely claims to the Missouri Department of Social Services (DSS) MOHealthNet Division with respect to claimable costs that the District incurs in providing administrative outreach services for the Medicaid program. Accelify will continue to conform to all requirements as documented in RFP 005-0910. Accelify receives a fee of not more than 3% of any SDAC-related revenue that the District receives from MOHealthNet for the SDAC program. Total projected FY11 SDAC revenue: $3.3M

**Accountability Plan Goal:** Goal V: Governance **Objective/Strategy:** V.B.

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

| | | |
|---|---|---|
| Fund Source: - - - - Amount: | | Requisition #: |
| Fund Source: - - - - Amount: | | Requisition #: |
| Fund Source: - - - - Amount: | | Requisition #: |
| Cost not to Exceed: 3% of revenue | | Pending Funding Availability Vendor #: 600014287 |

Department: Grants Management

Requestor: Anna Munson

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

Revised 7/6/10

Reviewed By KM

Reviewed By _____

Reviewed By _____

# BOARD RESOLUTION

**Date:** June 1, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Enos Moss, CFO/Treasurer

**Agenda Item :** 06-30-11-05

**Information:** ☐

**Action:** ☒

**Action to be Approved:** Contract Renewal

**Previous Board Resolution #** 06-24-10-09

**Prior Year Cost** $ 0

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

**SUBJECT:** To approve a contract renewal with US Bank to provide the District's banking services for the period July 1, 2011 through June 30, 2012. This is the second year of the two year depository agreement. There is no cost associated with this request.

**BACKGROUND:** There are no costs associated with this resolution, as US Bank has offered an annual credit, which when applied monthly will eliminate the monthly banking fees.

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

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

| | | |
|---|---|---|
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $ 0.00 | ☐ **Pending Funding Availability** | **Vendor #:** 600012051 |

**Department:** Treasurer's Office

**Requestor:** Donna Johnson

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

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

Revised 09/27/2010

Reviewed By:

# BOARD RESOLUTION

**Date:** June 8, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Enos Moss, CFO/Treasurer

**Agenda Item :** 06-3011-26

**Information:** ☐

**Action:** ☒

**Action to be Approved: Letter of Credit**

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

**SUBJECT:** To approve the purchase of a US Bank Letter of Credit in the amount of $2,225,000 which is necessary for the renewal of the Excess Workers' Compensation Bond with Travelers Insurance Company for the period July 1, 2011 through June 30, 2012. The cost of the Letter of Credit will not exceed $33,375.00.

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

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

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

| | | |
|---|---|---|
| **Fund Source:** 970-00-170-2514-6261 | GOB | **Requisition #:** |
| **Amount:** $33,375.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $33,375.00 | ☒**Pending Funding Availability** | **Vendor #:** 600012051 |

**Department:** Treasurer's Office

**Requestor:** Donna Johnson

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

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

Revised 09/27/2010

Reviewed By:

# BOARD RESOLUTION

**Date:** June 1, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Enos Moss, CFO/Treasurer

**Agenda Item :** 06-30-11-04

**Information:** ☐

**Action:** ☒

**Action to be Approved: Short Term Loan**

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

**Previous Board Resolution #** 12-16-10-15

**Prior Year Cost** NA

**SUBJECT:** To approve a short term loan to enable the District to borrow money from the Agency Fund and place it in the General Operating Fund to clear the negative cash balance. The loan is in the amount of $16,800,000 and will be borrowed from the Agency Fund on June 30, 2011 and will be reflected on the District financial statement as being repaid on July 1, 2011.

**BACKGROUND:** The District is allowed access to capital funds to cover day to day cash needs. Pursuant to State law, the funds must be repaid by the close of the fiscal year. The cash will be replaced. As a result, the General fund is projected to end with a negative cash balance of $23,000,000 at June 30, 2011. Cash from the pooled funds, which include Agency and Internal Service funds, are available for borrowing to cover this cash deficit. However, using Agency funds requires the approval of the Special Administrative Board. The approval of this resolution will allow the District to borrow the Agency Fund on a short term basis to cover its cash deficit per the June 30, 2011 financial statements and be in compliance with State law. This resolution is required for financial accounting purposes only.

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

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

| | | |
|---|---|---|
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $ 0.00 | ☐ **Pending Funding Availability** | **Vendor #:** |

**Department:** Fiscal Control

**Requestor:** Lynn Byrd

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

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

Revised 09/27/2010

Reviewed By:

| | | | |
|---|---|---|---|
| KM | | | |

# BOARD RESOLUTION

**Date:** June 1, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Enos Moss, CFO/Treasurer

**Agenda Item :** 06-30-11-28

**Information:** ☐

**Action:** ☒

**Action to be Approved: Contract Renewal**

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

**Previous Board Resolution #** 06-24-10-10
**Prior Year Cost** $186,000.00

**SUBJECT:** To approve a contract renewal with Rubin Brown, LLP to audit governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprises the financial statements of the St. Louis Public Schools at a cost not to exceed $189,500. The period of performance will be July 1, 2011 through December 31, 2011.

**BACKGROUND:** RSMs. 165.181 requires that the Mayor of the City of St. Louis shall appoint one or more expert accountants, who shall examine the books, accounts and vouchers of the treasurer and all other departments of expenditures of the Board of the Metropolitan District (SLPS) and shall make due report therof to the Mayor and the Board of Education of the City of St. Louis. The Mayor has appointed Rubin Brown, LLP to serve as the statutorily required expert accountant for SLPS. The audit includes the financial reporting model described in the Governmental Standards Accounting Board (GASB) Statement Number 34.

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

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

| | | |
|---|---|---|
| **Fund Source:** 978-00-110-2517-6315 | GOB | **Requisition #:** |
| **Amount:** $189,500.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $189,500.00 | ☒**Pending Funding Availability** | **Vendor #:** 600001244 |

**Department:** Fiscal Control

**Requestor:** Lynn Byrd

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

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

Revised 09/27/2010

Reviewed By:

# Vendor Performance Report

| | |
|---|---|
| **Type of report: Final XX Quarterly ☐** | **Report Date: June 2, 2011** |
| **Dept / School: Fiscal Control** | **Reported By: Lynn Byrd** |
| **Vendor: Rubin Brown** | **Vendor #: 600001244** |
| **Contract # / P.O/ #: 4500154104** | **Contract Name: Independent Auditing Services** |
| **Contract Amount: $ 186,000.00** | **Award Date: June 24, 2010** |
| **Purpose of Contract (Brief Description): Independent Auditing Services** | |

**Performance Ratings:** Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (*please attach additional sheets if necessary*). **Ratings** 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory

| Category | Rating | Comments (Brief) |
|---|---|---|
| **Quality of Goods / Services** | (5) 4 3 2 1 | |
| **Timeliness of Delivery or Performance** | (5) 4 3 2 1 | |
| **Business Relations** | (5) 4 3 2 1 | |
| **Customer Satisfaction** | (5) 4 3 2 1 | |
| **Cost Control** | (5) 4 3 2 1 | |
| **Average Score** | 5 | 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 XX No ☐**

# VENDOR PERFORMANCE REPORT INSTRUCTIONS

| | |
|---|---|
| **Type of report** | Identify if this is a final report or a quarterly report (3 months) |
| **Report Date** | The date the report is prepared |
| **Department** | Indicate the name of the reporting department |
| **Reported By** | Please sign your name |
| **Vendor** | Enter the vendor's name |
| **Vendor Number** | Enter the vendor's assigned number |
| **Contract # / PO #** | Enter the assigned contract # or the purchase order # for the goods or services being reported |
| **Contract Name** | The official name used when the contract was solicited |
| **Contract Amount** | The total dollar value of the contract: the amount listed on the Board Resolution |
| **Award Date** | Enter the date that the Board approved this contract |
| **Contract Description** | Provide a brief description of the work being done under the contract |
| **Performance Ratings** | In the comment column provide the rationale for the rating you give<br>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 |

RubinBrown LLP
*Certified Public Accountants*
*& Business Consultants*

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May 19, 2011

Members of the Special Administrative Board of the Transitional
School District of the City of St. Louis
St. Louis Public Schools
c/o Mr. Enos Moss
801 North 11th Street
Saint Louis, Missouri 63101

Dear Ladies and Gentlemen:

We appreciate the opportunity to be of service to the Special Administrative Board of the Transitional School District of the City of St. Louis ("St. Louis Public Schools") ("Client"). This letter ("Letter") sets forth the services that RubinBrown LLP ("RubinBrown") will provide for you. In order to better understand each party's obligations, the terms "we", "us" and "our" refer to RubinBrown and the terms "you", "your" and "management" refer to St. Louis Public Schools. Your engagement of RubinBrown shall be governed by the terms of this Letter and the attached RubinBrown Engagement Terms.

**Scope of Services**

We will audit the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprises the financial statements of St. Louis Public Schools as of and for the year ended June 30, 2011. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement St. Louis Public Schools' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures St. Louis Public Schools' RSI. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis.
2) Budgetary Comparison Information
3) Pension and OPEB Data

Supplementary information other than RSI also accompanies St. Louis Public Schools' basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements as a whole:

1) Schedule of Expenditures of Federal Awards
2) Combining and Individual Fund Statements and Schedules
3) State Schedule of Selected Statistics

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditors' report will disclaim an opinion.

1) Introductory Section of the CAFR
2) Statistical Section of the CAFR

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major programs in accordance with Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render

the required reports. If our opinions on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

**Management Responsibilities**

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and the schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the Special Administrative Board of the Transitional School District of the City of St. Louis (St. Louis Public Schools) and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include, identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the

government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the beginning of our fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet web site, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

**Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, Government Auditing Standards do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the

period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

As part of this engagement we will ensure that certain additional matters are communicated to the appropriate members of management, and the Board. Such matters include (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) audit adjustments that could, in our judgment, either individually or in the aggregate, have a significant effect on your financial reporting process; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards, and (7) serious difficulties that we encountered in dealing with management related to the performance of the audit.

**Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

**Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of St. Louis Public Schools' compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards.*

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of St. Louis Public Schools' major programs. The purpose of these procedures will be to express an opinion on St. Louis Public Schools' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

**Audit Administration, Fees, and Other**

Jeff Winter will serve as the partner responsible for the overall supervision of the audit engagement and for authorizing the Firm's signature on the audit report letters.

Our firm, as well as all other major accounting firms, participates in a "peer review" program, covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after

receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of RubinBrown and constitutes confidential information. However, pursuant to the authority given to it by law or regulation, we may be requested to make certain audit documentation available to the St. Louis Public Schools' cognizant agency, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of RubinBrown personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditors' report is issued or for any additional period requested by the aforementioned cognizant or grantor agencies. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 26, 2011 and to issue our reports no later than December 15, 2011. Our gross fee for these services, including expenses, will not exceed $189,500 for the aforementioned services. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, a 1½% per month service charge will be added to balances remaining unpaid after 60 days or more after the invoice date and work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on St. Louis Public Schools providing in a timely manner audit schedules and supporting information, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason St. Louis Public Schools is unable to provide such schedules, information and assistance, or if additional work is required due to new accounting or auditing standards being implemented or an increase in the number of major federal programs beyond six requiring audit, RubinBrown and St. Louis Public Schools will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

As stated in our original proposal, our fee estimate is based on there being no more than six major federal programs requiring audit. If additional programs are required to be audited, an additional fee of approximately $5,000 for each additional major program will be incurred.

In providing our services, we will consult with St. Louis Public Schools with respect to matters of accounting, financial reporting or other significant business issues. Accordingly, time necessary to effect a reasonable amount of such consultation is reflected in our fee. However, should a matter require research, consultation or audit work beyond that amount, RubinBrown and St. Louis Public Schools will agree to an appropriate revision in services and fees.

Except for any changes in fees, which may result from the circumstances described above, our fees will be limited to those set forth above.

*Government Auditing Standards* require that we provide you with a copy of our most recent quality control review report. Our most recent peer review report accompanies this letter.

**Conflict of Interest**

If, during the course of our engagement, we encounter circumstances we believe may create a conflict of interest or conflict with the ethical standards of our profession or our firm, we will inform you of our concerns. If these concerns cannot be adequately addressed to our satisfaction, or we are compelled to do so by professional standards, we may withdraw from the engagement.

**Engagement Terms**

Attached hereto is an additional statement of terms regarding our engagement titled, *RubinBrown ("RubinBrown") Engagement Terms* (hereinafter "RubinBrown Engagement Terms"). The RubinBrown Engagement Terms are hereby incorporated by reference and the contents of this Letter should be construed in accordance with the terms set forth therein, unless expressly stated otherwise in this Letter. When construing or interpreting the contents of this Letter or the terms of our engagement, the RubinBrown Engagement Terms shall govern. To the extent any apparent or actual contradiction may exist, the RubinBrown Engagement Terms shall be deemed controlling and shall supersede any such statement contained herein, unless expressly stated otherwise in the provision or portion of this Letter at issue.

**Conclusion**

We appreciate the opportunity to be of service to you and believe that this Letter and the RubinBrown Engagement Terms set forth the terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this Letter and the RubinBrown Engagement Terms, please sign the enclosed copy and return it to us. By signing the enclosed copy of this Letter, you acknowledge that you have read, understood and agreed to the terms as set forth in this Letter and in the RubinBrown Engagement Terms.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

Very truly yours,

RubinBrown LLP

Jeffrey B. Winter, CPA
Partner
Direct Dial Number: 314.290.3408
E-mail: jeff.winter@rubinbrown.com

JBW:cjm

Enclosures

RESPONSE:

By signing below, the signatory further represents and warrants that she/he is authorized to approve the terms of this engagement on behalf of the Special Administrative Board of the Transitional School District of the City of St. Louis (St. Louis Public Schools).

Approved By: _____

Title: _____ Date: _____

## RubinBrown LLP ENGAGEMENT TERMS

These Engagement Terms (the "Terms") and the engagement letter (the "Letter") incorporating the Terms (the Terms and Letter are hereinafter collectively referred to as the "Agreement"), entered into by and between RubinBrown LLP ("RubinBrown") and Client, set forth the terms and conditions of RubinBrown's engagement with Client (the "Engagement"). These Terms shall also apply to any additional work that Client requests RubinBrown to perform unless a separate engagement letter is entered into by and between RubinBrown and Client for such additional work.

**Agreed Upon Scope of Work.** RubinBrown shall be obligated only for the services, work product and deliverables specified in the Letter, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. Unless expressly provided for in the Letter, RubinBrown's services do not include giving testimony, appearing or participating in discovery proceedings, administrative hearings, court, or other legal or regulatory inquiries or proceedings and, in the event RubinBrown later agrees to perform such services, RubinBrown will charge and Client shall pay Rubin Brown's customary fee for such services.

**Cooperation and Participation.** While RubinBrown may from time to time suggest various options that may be available to Client and further give its professional evaluation of each of these options, Client must make the ultimate decision as to which, if any, of these options to implement. Client shall be solely responsible for applying independent business judgment with respect to RubinBrown's services, work product and/or deliverables (including decisions regarding implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. RubinBrown shall be entitled to rely on all decisions and approvals of Client (and its counsel). Although RubinBrown will endeavor to be alert to any incorrect or missing data and plans to apply its normal diligence in this regard, except as specifically provided in the Letter, RubinBrown shall be entitled to rely on the accuracy and completeness of all information provided by Client.

**Access to Resources and Information.** Unless specified herein as the responsibility of RubinBrown to provide, Client shall obtain for RubinBrown, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for RubinBrown to perform the services contemplated hereunder (including the use of any necessary software or data). Client shall also provide RubinBrown with such information, signoffs and assistance as may be necessary for RubinBrown to perform the Engagement or as RubinBrown may reasonably request.

**Record Retention.** Pursuant to RubinBrown's record retention policy, at the conclusion of this Engagement, RubinBrown may retain copies of the records supplied to RubinBrown by Client and RubinBrown will return all such original records to the Client. The records and files retained by RubinBrown are RubinBrown's property and are not a substitute for the Client's own records. Client shall be responsible for retaining and maintaining records of its operations and records required to backup and support the Client's financial reports and tax returns. RubinBrown will destroy Client files and all pertinent work papers after a retention period of seven years, after which time these items will no longer be available. In addition, catastrophic events or physical deterioration may result in RubinBrown's records being unavailable.

**Confidentiality.** RubinBrown shall maintain the confidentiality of Client information, which is of a confidential nature, using the same degree of care it uses in maintaining its own confidential information. If access to, or disclosure of, any such confidential information in RubinBrown's possession is sought by a third party, RubinBrown will notify Client of such action, tender to Client any defense responding to such request, and cooperate with Client concerning RubinBrown's response thereto. In the course of providing professional services to Client in connection with this engagement, RubinBrown may require the assistance of third parties with specialized capabilities or expertise. RubinBrown enters into confidentiality agreements with such third party service providers to ensure that confidential information of its clients is fully protected from loss or misuse; moreover, RubinBrown has the right to review the practices and procedures of such third party providers to ensure compliance with the terms of those confidentiality agreements. In the event RubinBrown is unable to secure an appropriate confidentiality agreement, Client will be asked to provide its consent prior to the sharing of its confidential information with the third-party service provider.

Client shall at no time disclose any of RubinBrown's services, work product, deliverables and other confidential material, or RubinBrown's role in the Engagement, to any third party (except to a government agency, to the extent such filing is an agreed objective of the Agreement, or as otherwise legally compelled) without RubinBrown's prior written consent in each case. Client's use of RubinBrown's services, work product or deliverables hereunder (except for copies of filed tax returns) shall in any event be restricted to the stated purpose, if any, in the Letter and otherwise to Client's internal business use only. Client and RubinBrown each retains the right in any event to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of the Engagement. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning the Engagement, as well as other means of communication used or accepted by the other.

Notwithstanding anything herein to the contrary, (i) no restriction in the Agreement is intended to be nor shall be construed as a condition of confidentiality as such term is used in IRC §§ 6011, 6111 and 6112 and the regulations thereunder or in §10.35 of IRS Circular 230, and (ii) Client has RubinBrown's authorization to disclose to any and all persons, without limitation of any kind, any entity, plan, arrangement or transaction (including every aspect thereof) with respect to which RubinBrown, in connection with the Agreement does or is required to introduce, recommend, give advice, or otherwise provide consultation or services, it being Client's duty to ascertain whether any further authorization is needed from any other person.

RubinBrown is required to comply with certain peer review requirements in order to maintain its professional licensing. In complying with these peer review requirements certain confidential information may be disclosed to the reviewer. These peer reviews are only conducted by other qualified professionals who are subject to maintaining the confidentiality of information disclosed in the course of the review. Client acknowledges that these confidential disclosures by RubinBrown are not a violation of RubinBrown's obligation to maintain the confidentiality of information.

**Taxpayer Confidentiality Privileges; Use of Counsel.** The parties acknowledge that certain documents and other communications involving and/or disclosed to or by RubinBrown may be subject to one or more claims of privilege by or on behalf of Client (e.g., the attorney-client privilege, the IRC SEC 7525 tax advisory privilege, etc.). Although Client is solely responsible for managing the recognition, establishment and maintenance (e.g., possible waiver) of these possible protections (and for involving legal counsel as it deems necessary), RubinBrown shall cooperate with Client's reasonable written instructions regarding such privileges.

**Management Dishonesty.** While RubinBrown will advise Client if RubinBrown discovers errors or irregularities, Client understands and agrees that Client cannot rely on RubinBrown to detect employee or management dishonesty, including, without limitation, embezzlement, unless specifically set forth in the Letter.

**External Factors; Standards of Performance.** Client acknowledges that the Engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers are often uncertain or unverifiable in advance and where facts and available information change with time. Accordingly, evaluation of RubinBrown's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in the Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. If there are any changes in the relevant laws, regulations, industry, market conditions or other circumstances, including in the Client's own business practices, RubinBrown has no responsibility to advise Client of any such changes and Client acknowledges the need for it to re-evaluate RubinBrown's preceding services, work product and deliverables. RubinBrown reserves the right, in whole or in part, to decline to perform certain tasks or withdraw from the Engagement entirely if information comes to RubinBrown's attention indicating that performing such tasks could cause RubinBrown to be in violation of any applicable law, regulations or standards, to be in a conflict of interest or to suffer reputational damage.

**Limitation of Liability.** The liability of RubinBrown (including its partners, employees, agents and affiliated companies) to Client for any claim or damages (including but not limited to incidental, special, exemplary, punitive or consequential), whether in contract, tort (including but not limited to RubinBrown's NEGLIGENCE, but excluding RubinBrown's gross negligence and intentional/willful torts), strict liability or otherwise, arising out of, connected with, or resulting from RubinBrown's services, work product or deliverables or the Engagement generally, shall not exceed all fees related to the Engagement paid by Client to RubinBrown, even if RubinBrown has been advised of the possibility of such claims or damages.

RubinBrown is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each of the member firms is a separate and independent legal entity and each describes itself as such. RubinBrown is not Baker Tilly International's agent and does not have authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, RubinBrown nor any of the other independent member firms of Baker Tilly International has any liability for each other's acts or omissions. In addition, neither Baker Tilly International nor any other member has a right to exercise management control over any other member firm.

**Indemnification.** Client agrees to release, indemnify, and hold RubinBrown, its partners, officers, managers, personnel, agents, employees, affiliated companies, successors and assigns harmless from any liability and costs, including attorneys' fees, resulting from knowing misrepresentations by management of Client. Client's obligation to indemnify shall survive until such time as all claims against RubinBrown are legally barred under all applicable statutes of limitation.

**Independent Contractor Status.** Each party is an independent contractor with respect to the other and shall not be construed as having an employment, partnership, trustee or fiduciary relationship.

**Assignments and Successors.** Neither party may assign any of its rights or benefits under the Agreement without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will apply to, be binding in all respects upon, and inure to the benefit of the permitted successors, assigns and legal representatives of the parties. Notwithstanding the foregoing, RubinBrown may authorize and allow its affiliates and contractors to assist in performing the Engagement and to share in RubinBrown's rights hereunder, provided any such party shall commit (as applicable) to be bound by the restrictions set forth in the Agreement.

**Affiliates.** If the Letter provides that RubinBrown's services, work product or deliverables may pertain not only to Client but also to a parent, subsidiaries, affiliates, advisors, contractors, family members, related trusts, partnerships, partners, estates or foundations, Client shall, as may be requested by RubinBrown from time to time (including subsequent to completion of the Engagement), obtain written confirmation of their agreement to the terms of the Agreement.

**No Third Party Rights.** Unless specifically set forth in the Letter, nothing expressed or referred to in the Agreement will be construed to give any person, other than the parties to the Agreement, any legal or equitable right, remedy, claim, benefit, priority or interest under or with respect to the Agreement or any provision of the Agreement. Except as specifically provided in the Letter, the Agreement and any services, work product or other deliverables hereunder are for the sole and exclusive benefit of the Client and its permitted successors and assigns and shall not be disclosed or disseminated to third parties or used for any purpose, other than those purposes specifically set forth in the Letter, without RubinBrown's prior written consent.

**Mediation.** If Client is dissatisfied with the quality or timeliness of RubinBrown's services, or believes such services were in any way negligently performed, Client agrees to promptly notify RubinBrown in writing of its dissatisfaction and specifically set forth its complaints. If the parties are unable to resolve their differences within thirty (30) days after RubinBrown's receipt of Client's written notice, it is agreed that either party may invoke the services of an impartial mediator under the auspices of the commercial mediation rules of the American Arbitration Association, United States Arbitration and Mediation Service, or any other national neutral mediation service, at the election of the party who first requests mediation. It is agreed that no claim pertaining to the quality or timeliness and/or alleged negligence of RubinBrown's provided services shall be arbitrated unless the foregoing procedures have first been followed and the mediator fails to settle the claim within thirty (30) days after the mediation process has concluded.

**Binding Arbitration.** The parties agree that any and all disputes between them in any way concerning the services provided by RubinBrown pursuant to the Agreement or the business relationship between the parties arising out of the Engagement shall be committed to binding arbitration before the American Arbitration Association ("AAA") and shall be conducted in accordance with the AAA's Commercial Arbitration Rules then in effect, as modified by the provisions stated herein. The location of the arbitration shall be in the St. Louis metropolitan area. The parties shall select one arbitrator, unless the amount of any demand or counterclaim in the arbitration shall be $750,000 or more, in which case the parties shall select three arbitrators. The parties shall have the right to conduct discovery in the arbitration consistent with that discovery permitted by the Federal Rules of Civil Procedure, with the arbitrator(s) to decide any discovery disputes. All proceedings conducted in the arbitration shall be strictly confidential. The award of the arbitrator(s) shall be final, and may be confirmed by the parties in the St. Louis County Circuit Court, or in the United States District Court for the Eastern District of Missouri.

**Governing Law.** The Agreement, including its formation, the parties' respective rights and duties and all disputes that might arise from or in connection with the Agreement or its subject matter, shall be governed by and construed in accordance with the laws of Missouri, without giving effect to conflicts of laws rules.

**Attorneys' Fees and Costs.** In connection with any legal action, arbitration or litigation arising from or in connection with the Agreement or its subject matter, the prevailing party shall be entitled to recover, subject to the damage limitations set forth in the Agreement, all costs incurred by such party in furtherance of such legal action, arbitration or litigation, including reasonable attorney's fees.

**Construction.** To the extent any apparent or actual contradiction may exist when construing or interpreting the contents of the Letter and the Terms, the Terms shall control and supersede any statement contained in the Letter, unless expressly stated otherwise in the provision or portion of the Letter or Terms at issue.

**Waivers.** Neither the failure nor any delay by any party in exercising any right, power or privilege under the Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

**Entire Agreement and Modification.** The Agreement supersedes all prior agreements, arrangements and communications between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. The Agreement may not be modified or amended except by the mutual written agreement of both parties.

**Severability.** If any arbitrator or court of competent jurisdiction holds any provision of the Agreement invalid or unenforceable, the other provisions of the Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

**Headings.** The headings of paragraphs contained in the Agreement are provided for convenience only. They form no part of the Agreement and shall not affect its construction or interpretation.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.**

weaver

System Review Report

To the Partners of
RubinBrown LLP
and the National Peer Review Committee of the AICPA

We have reviewed the system of quality control for the accounting and auditing practice of RubinBrown LLP (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based upon our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of RubinBrown LLP applicable to non-SEC issuers in effect for the year ended May 31, 2010, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail.* RubinBrown LLP has received a peer review rating of *pass.*

Weaver and Tidwell, L.L.P.
WEAVER AND TIDWELL, L.L.P.

Dallas, Texas
October 22, 2010

# BOARD RESOLUTION

**Date:** June 6, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Enos Moss, CFO/Treasurer

**Agenda Item :** 06-30-11-29

**Information:** ☐

**Action:** ☒

**Action to be Approved: Insurance Policy Renewal**

**Previous Board Resolution #** 06-24-10-11

**Prior Year Cost** $ 77,000.00

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

**SUBJECT:** To approve the purchase of a renewal Automobile Liability and Physical Damage Insurance Policy with State Farm Insurance Company. The renewal of the policy will be for the period July 1, 2011 through June 30, 2012 at a cost not to exceed $83,000.00. Our insurance broker, Marsh USA, has confirmed that the rate is very competitive in today's marketplace.

**BACKGROUND:** The District is now insuring 82 vehicles, which is an increase of 3 from the renewal in 2010. In addition, seven older model cars have been replaced by ten 2011 Chevrolet Impalas. The rate being charged has remained constant.

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

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

| | | |
|---|---|---|
| **Fund Source:** 970-00-110-2514-6354 | GOB | **Requisition #:** |
| **Amount:** $83,000.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $83,000.00 | ☒**Pending Funding Availability** | **Vendor #:** 600009900 |

**Department:** Risk Management

**Requestor:** Kevin Coyne

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

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

**Revised 09/27/2010**

Reviewed By:

# St. Louis Public School District
# Auto and Driver List as of June 1, 2011

## Vehicles Driven By SLPS

| | Department | Vehicle Description | Model Year | Serial Number | License Number | Garage Location | Driver |
|---|---|---|---|---|---|---|---|
| 1 | Finance | Nissan Altima | 1994 | 1N4BU31D8RC184606 | | Warehouse | |
| 2 | Garage & Trans | GMC K3500 | 1998 | 1G7HK34R3W2542835 | | Warehouse | |
| 3 | Garage & Trans | GMC Topkick | 1990 | 1GDJ6H1P7LJ06824 | 51 | Warehouse | Donald Norman/Cliff Martin |
| 4 | Garage & Trans | GMC K2500 | 1989 | 1GTGK24K9KE511423 | 93 | Warehouse | |
| 5 | Garage & Trans | GMC K2500 | 1989 | 1GTGK24K4KE511460 | 95 | Warehouse | |
| 6 | Garage & Trans | GMC BOX TRUCK | 1992 | 1GDG6H1P8NH519513 | 63 | Warehouse | Spare |
| 7 | Garage & Trans | Ford F-650 | 2000 | 3FDNF6523YMA59100 | 67 | Warehouse | |
| 8 | Garage & Trans | GMC BOX TRUCK | 2002 | 1GDJ7H1E62J509219 | 59 | | Spare |
| 9 | Garage & Trans | ASTRO VAN | 2002 | 1GCDM19X72B131400 | 84 | Warehouse | John Cousins |
| 10 | Garage & Trans | Ford STEP VAN | 2002 | 1FDWE35L82HA82057 | 86 | Warehouse | Walter Buggs |
| 11 | Garage & Trans | F-350 VAN | 2003 | 1FTSS34L23HA91142 | 73 | Warehouse | Spare |
| 12 | Garage & Trans | Ford F-150 | 2004 | 1FTRF12W64NB57697 | | | |
| 13 | Security | Ford Crown Victoria | 1998 | 2FAFP71W8WX122316 | | | LOT |
| 14 | Security | Chevrolet Impala | 2003 | 2G1WF52EX39102553 | | | |
| 15 | Security | Chevrolet Impala | 2003 | 2G1WF52E439430549 | | | |
| 16 | Security | Chevrolet Impala | 2003 | 2G1WF52E339102085 | | | |
| 17 | Security | Chevrolet Impala | 2003 | 2G1WF52EX39250377 | | | |
| 18 | Security | Chevrolet Impala | 2004 | 2G1WF52E749341575 | FA6-B9L | | Insp. M. Whitehead |
| 19 | Security | Chevrolet Impala | 2004 | 2G1WF52E349342318 | | | |
| 20 | Security | Chevrolet Cavalier | 2004 | 1G1JC52FX47350526 | | | |
| 21 | Security | Chevrolet Cavalier | 2004 | 1G1JC52F747322666 | | | |
| 22 | Security | Chevrolet Malibu | 2005 | 1G1ND52F55M190167 | DC1-Y2F | | Insp. R. Best |
| 23 | Security | Chevrolet Impala | 2006 | 2G1WT55K569330202 | HA1-K9R | | Insp. C. Abrams |
| 24 | Security | Chevrolet Impala | 2006 | 2G1WB55K769271785 | FB2-SR7 | | Insp. D. Wilson |
| 25 | Security | Chevrolet Impala | 2006 | 2GaWB55K369344117 | HA1-K7R | | Insp. J. Nalls |
| 26 | Security | Chevrolet Malibu | 2006 | 1G1ZT51F96F167700 | FB2-58R | | Insp. F. Payne |
| 27 | Security | Chevrolet Malibu | 2006 | 1G1ZT51856F208695 | HA1-K6R | | Insp. J. Thompson |
| 28 | Security | Chevrolet Malibu | 2006 | 1G1ZT51F76F262465 | DC2-Y0G | | Insp. W. Bunton |
| 29 | Security | Chevrolet Impala | 2009 | 2G1WB57KX91227358 | | | Roger CayCe |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 30 | Security | Ford Taurus | 2004 | 1FAHP53U84A185186 | 239 | | Spare |
| 31 | Security | Ford Taurus | 2004 | 1FAHP53UX4A185187 | | | Spare |
| 32 | Security | Ford Freestar | 2004 | 2FMZA51634BA86831 | | | Spare |
| 33 | Security | Ford E150 Van | 2004 | 1FTRE14W84HA87747 | | | |
| 34 | Technology | GMC Van | 1995 | 1GTDM19WXSB564068 | | 801 Garage | Kadeem Moss |
| 35 | Technology | GMC Safari Van | 1998 | 1GTDM19W8WB519572 | | 801 Garage | Tom Tiller/Mark Howell |
| 36 | Cleveland | Chevrolet Pass Van | 1993 | 2GAGG39K2P4137494 | | | Uniform Transport |
| 37 | Vashon | Chevrolet Cavalier | 2002 | 1G1JC524027244291 | | | Driver's Education |
| 38 | Operations | Ford Taurus | 2004 | 1FAHP53U14A185188 | | | |
| 39 | Security | Chevy Impala | 2011 | 2G1WF5EK7B1226617 | CF5 U8N | | Sgt. M. Williams |
| 40 | Security | Chevy Impala | 2011 | 2G1WF5EK3B1229224 | CF6 U2N | | Colonel Lisa Taylor |
| 41 | Security | Chevy Impala | 2011 | 2G1WF5EK4B1231466 | CF6 U5N | | Sgt. Misty Dobynes |
| 42 | Security | Chevy Impala | 2011 | 2G1WF5EKXB1226479 | CF5 U9N | | Sgt. Cecil Jenkins |
| 43 | Security | Chevy Impala | 2011 | 2G1WF5EK4B1227434 | CF6 U0N | | Lt. Stanley Williams |
| 44 | Security | Chevy Impala | 2011 | 2G1WF5EK8B1228554 | CF6 U1N | | Sgt. R. Myers |
| 45 | Security | Chevy Impala | 2011 | 2G1WF5EKIB1226368 | CF5-U7N | | Sgt. C. Harris |
| 46 | Security | Chevy Impala | 2011 | 2G1WF5EK6B1229380 | CF6-U4N | | Sgt. E. Patton |
| 47 | Security | Chevy Impala | 2011 | 2G1WF5EK6B1231064 | CF6-U6N | | Sgt. K. Miller |
| 48 | Security | Chevy Impala | 2011 | 2G1WF5EK7B1230313 | CF6-U3N | | Sgt. C. Gilbert |
| | | | | | | | |
| | | | | **SLPS Total** | | | |

# Vehicles Driven By Aramark

| | Department | Vehicle Description | Model Year | Serial Number | License Number | Garage Location | Driver |
|---|---|---|---|---|---|---|---|
| 1 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE242X3HA18882 | 236 | | Thomas Exson, Jr. |
| 2 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE24293HA18890 | 1230 | | Tony LiCare |
| 3 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE24293HA18825 | | | Dave Nelson/Robert Olsen |
| 4 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE24203HA18888 | | | John Patton |
| 5 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE24283HA18881 | | | Adam Smith |
| 6 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE24243HA18893 | 235 | | Tim Hauk |
| 7 | Aramark | Ford F-150 4X2 RE | 2004 | 1FTRF12W74NB57692 | | | Maurice Hunt/Mekole Fleming |
| 8 | Aramark | Ford F-150 4X2 RE | 2004 | 1FTRF12W94NB57693 | 231 | Warehouse | Steve Pinkston/Ed Morgan |
| 9 | Aramark | Ford F-150 4X2 RE | 2004 | 1FTRF12W04NB57694 | 222 | | Leo Green |
| 10 | Aramark | Ford F-150 4X2 RE | 2004 | 1FTRF12W24NB57695 | | | Edward Overall |
| 11 | Aramark | Ford E-150 RWD CA | 2004 | 1FTRE14WX4HA87751 | 216 | | John Rancillio |
| 12 | Aramark | Ford E-150 RWD CA | 2004 | 1FTRE14W34HA87753 | | | Larry Carroll |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 13 | Aramark | Ford F-150 4X2 RE | 2004 | 1FTRF12W04NC46262 | | | Robert Corrigan |
| 14 | Aramark | Ford E-250 RWD CA | 2004 | 1FTNE24W14HB36761 | 215 | | Alan Horn |
| 15 | Aramark | Ford E-250 RWD CA | 2004 | 1FTNE24W04HB36766 | 228 | | Earl Richardson |
| 16 | Aramark | Ford E-250 RWD CA | 2004 | 1FTNE24W24HB36767 | | | Nick Stockwell |
| 17 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE24253HA18885 | | | Spare |
| 18 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE24263HA18877 | 202 | | Edwin Mason |
| 19 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE24203HA18843 | 4 | | John Cousins |
| 20 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE24213HA18897 | 220 | | Don Hauk |
| 21 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE24293HA18887 | 213 | | Reggie Guynn |
| 22 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE24213HA18883 | | | Robert Murphy |
| 23 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE24263HA18894 | 229 | | Carlos Sproaps |
| 24 | Aramark | Ford F-150 4X2 RE | 2004 | 1FTRF12W74NB57689 | 218 | Warehouse | Wilton Cheatham |
| 25 | Aramark | Ford F-150 4X2 RE | 2004 | 1FTRF12W44NB57696 | | | Greg Hardnett |
| 26 | Aramark | Ford E-250 RWD CA | 2004 | 1FTNE24W74HB36764 | | | Robert Bowe |
| 27 | Aramark | Ford E-250 RWD CA | 2004 | 1FTNE24W94HB36765 | 211 | | Ralph Banks |
| 28 | Aramark | Ford F-550 CHASSI | 2005 | 1FDAF57P65EA02344 | 164 | Warehouse | Ron King |
| 29 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE242X3HA18896 | 225 | | Nick May |
| 30 | Aramark | Ford E-250 RWD CA | 2003 | 1FTNE242X3HA18879 | 217 | | Gary Fowler |
| 31 | Aramark | Ford F-150 4X2 RE | 2004 | 1FTRF12W54NB57691 | | | Jerome Simpson |
| 32 | Aramark | Ford F-250 Pickup | 2002 | 1FTNF20CX2EC07186 | | | Carlos Hughes |
| 33 | Aramark | Ford E250 Van | 2003 | 1FTSS34L43HA91143 | 62 | Chartwells | |
| 34 | Aramark | Ford E250 Van | 2003 | 1FTNS24L13HA91141 | 64 | Chartwells | |
| | | | | | | | |
| | | **Aramark Total** | | | | | |
| | | | | | | | |
| | | **Non Owned Vehicle** | | | 200 | | |
| | | | | | | | |
| | | | | | | | |
| | | **Grand Total** | | | | | |

30

# BOARD RESOLUTION

**Date:** June 1, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Enos Moss, CFO/Treasurer

**Agenda Item :** 06-30-11-30

**Information:** ☐

**Action:** ☒

**Action to be Approved: Insurance Policy Renewal**

**Previous Board Resolution #** 06-24-10-14

**Prior Year Cost** $ 40,571.00

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

**SUBJECT:** To approve the purchase of a renewal Boiler & Machinery Insuranace Policy with Hartford Steam Boiler Insurance Company through our insurance broker, Marsh USA. The renewal of the policy will be for the period July 1, 2011 through June 30, 2012 at a cost not to exceed $40,784.00.

**BACKGROUND:** The Boiler & Machinery Insurance will provide coverage on $886,647,279 in District real and personal property. This represents an increase of 3% ($23.4M) in the values over the 2010-11 values. The rate charged per $100 of value has decreased by 4.25% for a net renewal increase of 1%.

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

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

| | | |
|---|---|---|
| **Fund Source:** 970-00-110-2514-6351 | GOB | **Requisition #:** |
| **Amount:** $40,784.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $40,784.00 | ☒**Pending Funding Availability** | **Vendor #:** 600002438 |

**Department:** Risk Management

**Requestor:** Kevin Coyne

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

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

Revised 09/27/2010

Reviewed By:

| | HARTFORD EXPIRING 2010-2011 | HARTFORD RENEWAL 2011 - 2012 | % of change |
|---|---|---|---|
| **ANNUAL PREMIUM** | **$40,571** | **$40,784** | 1% |
| **Total Insured Values** | **$863,216,348** | **$886,647,279** | 3% |
| **Average Rate** | **0.00470** | **0.00450** | |
| **Rate Change From Expiring** | **-2.43%** | **-4.25%** | |
| **Term** | July 1, 2010 To July 1, 2011 | July 1, 2011 To July 1, 2012 | |
| **Property Covered** | Per Statement of Values | Per Statement of Values | |
| **Perils Covered** | Mechanical breakdown, including rupture or bursting caused by centrifugal force; artificially generated electrical current, including electrical arcing, that damages electrical devices, applicances or wires; explosion, other than combustion explosion of steam boilers, steam piping, steam engines or steam turbines; an event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment; an event inside hot water boilers or other water heating equipment that damages such equipment; or bursting cracking or splitting | Mechanical breakdown, including rupture or bursting caused by centrifugal force; artificially generated electrical current, including electrical arcing, that damages electrical devices, applicances or wires; explosion, other than combustion explosion of steam boilers, steam piping, steam engines or steam turbines; an event inside steam boilers, steam pipes, steam engines or steam turbines that damages such equipment; an event inside hot water boilers or other water heating equipment that damages such equipment; or bursting cracking or splitting | |
| **VALUATION** | Replacement Cost Vessels > 25 years are Actual Cash Value | Replacement Cost Vessels > 25 years are Actual Cash Value | |
| **CITY OF ST LOUIS AND STATE OF MO JURISDICTIONAL INSPECTIONS** | Yes | Yes | |
| **Inspection Fee** | included | included | |
| **TERRORISM** | Included subject to policy terms and conditions | Included subject to policy terms and conditions | |
| **Property Damage** | 50,000,000 | 50,000,000 | |
| **Sublimits** | | | |
| Extra Expense | $1,000,000 | $1,000,000 | |
| Business Income | Excluded | Excluded | |
| Expediting Expense | $100,000 | $100,000 | |
| Newly Acquired Locations - 90 Days | $1,000,000 | $1,000,000 | |
| Perishable Goods | $100,000 | $100,000 | |
| Demolition/Increased Cost of Construction | $500,000 | $500,000 | |
| Ordinance or Law | $1,000,000 | $1,000,000 | |
| Hazardous Substances | $100,000 | $100,000 | |
| Utility Interruption | 1,000,000 | 1,000,000 | |
| Off Premises Property Damage | $25,000 | $25,000 | |
| Consequential Loss | P/O Perishable goods | P/O Perishable goods | |
| Data or Media | $100,000 | $100,000 | |
| **DEDUCTIBLE** | | | |
| Combined Property Damage and Extra Expense | $5,000 | $5,000 | |
| A/C and Refrigerating Equipment | $25.00 per horsepower subject to a $5,000 minimum | $25.00 per horsepower subject to a $5,000 minimum | |
| Utility Interruption | Same as Expiring | Same as Expiring | |
| **VALUATION** | Replacement Cost; Vessels > 25 years are Actual Cash Value | Replacement Cost; Vessels > 25 years are Actual Cash Value | |
| **COINSURANCE** | None | None | |
| **CANCELLATION** | 90 Days except for Non-payment, 10 days | 90 Days except for Non-payment, 10 days | |
| **COMMENTS** | | Non-Jurisdictional City School inspections removed for a return premium of $7,160 | |

| Properties (Vacant, Regular, All) | AXIS QUOTE | C NA E&S QUOTE | AXIS QUOTE 2 ($250K Ded) | C NA E&S QUOTE 2 ($250K Ded) |
|---|---|---|---|---|
| | Regular Properties | Vacant Properties | Regular Properties | Vacant Properties |
| Limit | $150,000,000 | $139,510,032 | $150,000,000 | $139,510,032 |
| Deductible | $100,000 | $100,000 | $250,000 | $250,000 |
| Total Insured Values | $746,923,483 | $139,510,032 | $746,923,483 | $139,510,032 |
| Annual Premium | $445,000 | $198,000 | $410,000 | $158,000 |
| Commission | 15% | 10% | 15% | 10% |
| Engineering Fee | N/A | N/A | N/A | N/A |
| Total All Risk Premium, Taxes, Fees | $445,000 | $198,000 | $410,000 | $158,000 |
| Composite Rate | 0.0596 | 0.1419 | 0.0549 | 0.1133 |
| Surplus Lines Tax - estimated | N/A | $10,150 | N/A | $8,058 |
| Total excl terrorism, incl sl tax | $653,150 | | $576,058 | |
| Terrorism Quote | $15,000 Certified Terrorism | $5,000 Certified Terrorism | $15,000 Certified Terrorism | $4,000 Certified Terrorism |

| Properties (Vacant, Regular, All) | TRAVELERS QUOTE - $10M EQ | C NA E&S QUOTE | TRAVELERS QUOTE - $10M EQ | C NA E&S QUOTE 2 ($250K Ded) |
|---|---|---|---|---|
| | Regular Properties | Vacant Properties | Regular Properties | Vacant Properties |
| Limit | $150,000,000 | $139,510,032 | $150,000,000 | $139,510,032 |
| Deductible | $100,000 | $100,000 | $250,000 | $250,000 |
| Total Insured Values | $746,923,483 | $139,510,032 | $746,923,483 | $139,510,032 |
| | | | | |
| Annual Premium | $365,000 | $198,000 | $350,000 | $158,000 |
| Commission | 15% | 10% | 15% | 10% |
| Engineering Fee | N/A | N/A | N/A | N/A |
| Total All Risk Premium, Taxes, Fees | $365,000 | $198,000 | $350,000 | $158,000 |
| Composite Rate | 0.0489 | 0.1419 | 0.0469 | 0.1133 |
| Surplus Lines Tax - estimated | N/A | $10,150 | N/A | $8,058 |
| Total excl terrorism, incl sl tax | $573,150 | | $516,058 | |
| Terrorism Quote | $10,000 | $5,000 Certified Terrorism | $10,000 | $4,000 Certified Terrorism |

| Properties (Vacant, Regular, All) | LEXINGTON QUOTE - $10M EARTHQUAKE | C NA E&S QUOTE | LEXINGTON QUOTE - $10M EARTHQUAKE | C NA E&S QUOTE 2 ($250K Ded) |
|---|---|---|---|---|
| | Regular Properties | Vacant Properties | Regular Properties | Vacant Properties |
| Limit | $150,000,000 | $139,510,032 | $150,000,000 | $139,510,032 |
| Deductible | $100,000 | $100,000 | $250,000 | $250,000 |
| Total Insured Values | $746,923,483 | $139,510,032 | $746,923,483 | $139,510,032 |
| | | | | |
| Annual Premium | $515,000 | $198,000 | $464,530 | $158,000 |
| Commission | 10% | 10% | 10% | 10% |
| Engineering Fee | N/A | N/A | N/A | N/A |
| Total All Risk Premium, Taxes, Fees | $515,000 | $198,000 | $464,530 | $158,000 |
| Composite Rate | 0.0689 | 0.1419 | 0.0622 | 0.1133 |
| Surplus Lines Tax - estimated | | $10,150 | | $8,058 |
| Total excl terrorism, incl sl tax | $723,150 | | $630,588 | |
| Terrorism Quote | $15,450 Certified Terrorism | $5,000 Certified Terrorism | $13,936 Certified Terrorism | $4,000 Certified Terrorism |

| Best Premium Option | TRAVELERS QUOTE - $10M EQ - ($100K Ded) | C NA E&S QUOTE 2 ($250K Ded) |
|---|---|---|
| Properties (Vacant, Regular, All) | Regular Properties | Vacant Properties |
| Limit | $150,000,000 | $139,510,032 |
| Total Insured Values | $746,923,483 | $139,510,032 |
| Annual Premium | $365,000 | $158,000 |
| Total | $523,000 | |
| Excess DIC EQ $25M xs $10M | $65,850 | |
| Total Including $35M earthquake | $588,850 | |

**Axis providing $35M in EQ**
**Travelers providing $10M in EQ**
**Lexington providing $10M in EQ**

EQ coverage for regular properties only
Vacant Properties has $1M in EQ coverage

**St Louis Public Schools**
**07/01/2011 - 07/01/2012**
Regular Properties

| Carrier | Underwriter | Response | Comment |
|---|---|---|---|
| ACE | Jackie Dunigan | Declined | Does not write this class of business. |
| Affiliated FM | Maria Valencia | Declined | Cannot write due to construction and lack of sprinklers. |
| Arch | Mike Brezinski | Declined | Was Interested in quota share or layered as a buffer, however Ironshore as primary was too expensive. |
| Axis | Jim Berringer | Quoted | Quoted $445,000 or .0596 rate with $100K Ded., can also do $410,000 or .055 rate with $250,000 Ded., includes $35M NM EQ |
| C NA | Bob Braatz | Declined | Would need to complete inspections/not sure if there is enough time. |
| Chubb | Bob Brix | Declined | Indicated rate of .10 compared to target of .05; declined due to pricing. |
| Crum & Foster | Tom Brennan | Declined | Does not write new monoline policies. |
| Endurance | Carl Prince | Quoted | Quoted $25M x/s $10M for NM EQ only at a premium of $62,500 |
| Fireman's Fund | Steven Leardini | Declined | Does not write the public schools; only private schools. |
| Hartford | Amy Kopolow | Declined | Cannot write due to lack of electrical updates. |
| Ironshore | Chris Johnston | Indication / Declined | Indicated 50% of Primary 10M with layer price of $750K. |
| Lexington | Meredith Walton | Quoted | Quoted $515,000 with a $100K Ded and $10M NM EQ; also $464,530 with a $250K Ded and $10M NM EQ. |
| Lloyd's | Matt Kohloff | Indication / Declined | Indicated $1.2M for all properties; also looked to obtain vacant properties only quotes and no interest from syndicates |
| LMG | Karl Karnatz | Declined | Does not write this class of business. |
| OneBeacon | George Skells | Declined | Looking at quoting 100 x/s 50, waiting to see if anyone can quote the primary. Again, Primary by Ironshore too expensive. |
| Philadelphia | Joel Castillo | Declined | Requires reinsurance and cannot meet pricing. |
| Starr Tech | Tom Jacher | Declined | Needs a few more days - modeling, but is limited to only $25M EQ. |
| Swiss Re | Tom Moran | Declined | Due to lack of engineering information and aggressive target pricing, will not be competitive. |
| Travelers | Brian Cummins | Quoted | Quoted premium of $375K with $100K Ded and $10M NM EQ; also $350K with $250K Ded and $10M NM EQ |
| XL | Sue Covill | Declined | Does not write this class of business. |
| Zurich | Paul Sherman | Declined | Cannot meet target pricing. Estimated rate of .10 w/out flood, EQ, wind. |

*Requested each carrier to consider quoting all properties, including vacant. Each carrier declined to quote the vacant properties except C NA below.

Vacant Properties

| Carrier | Underwriter | Response | Comment |
|---|---|---|---|
| C NA E&S | Frank Catalano - AmWins | Quoted | Quote Vacant Properties with $100K Ded. At $198,000; or $250K ded at $158,000. |
| WKFC | Frank Catalano - AmWins | Declined | Could only consider a primary with limited theft coverage. |
| Westchester | Frank Catalano - AmWins | Indicated | Indicating $5mm primary (sublimit on theft of interior metal i.e copper) estimated $.15+ annual rate. |
| RSUI | Frank Catalano - AmWins | Declined | Still considering. |
| Seneca | Frank Catalano - AmWins | Declined | Would only consider providing a $5mm-$10mm limit at $.20-$.25 annual rate excl FL & EQ . |

# BOARD RESOLUTION

**Date:** June 8, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Enos Moss, CFO/Treasurer

**Agenda Item :** 06-30-11-32

**Information:** ☐

**Action:** ☒

**Action to be Approved: Incentive Program**

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

**Previous Board Resolution #** 11-16-10-02
**Prior Year Cost** $200,000

**SUBJECT:** To approve the workers' compensation incentive program for the 2011-12 school year and the payment/pre-payment of incentives as determined under the terms of the program. The cost of the program will not exceed $260,000. Funds paid under the program will be paid from the savings in workers' compensation claims cost generated by the program.

**BACKGROUND:** As described in the attached document, the workers' compensation incentive program is designed to be an incentive to staff in the District to exercise care in their daily activities and to avoid situations that could cause injury. The incentive has been increased from $1,000 per claim to $1,500 per claim which accounts for the increase in the potential payout. The program has two potential payouts for each school, if the criteria are met. The first is a mid-year payout that would be a pre-payment of a portion of the total incentive offered to each school (to be paid to the schools that qualify on February 1). The end of year payout will be made to each school on or before August 1, 2012 based on their performance during the 2011-12 fiscal year and would be reduced by any pre-payment made on February 1.

**Accountability Plan Goals:** Goal III: Facilities, Resources Support **Objective/Strategy:** III.B.4.

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

| | | |
|---|---|---|
| **Fund Source:** 970-00-170-2514-6261 | Non-GOB | **Requisition #:** |
| **Amount:** $260,000.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $260,000.00 | ☒**Pending Funding Availability** | **Vendor #:** |

**Department:** Risk Management

**Requestor:** Kevin Coyne

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

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

Revised 09/27/2010

Reviewed By:

# WC Incentive Program - 2011/12 School Year

| Elementary Schools | 2010/11 Claims Goal | Medical Claims as of 5/31/11 | Indemnity Claims as of 5/31/11 | Total Claims as of 5/31/11 | 2011/12 Claims Goal |
|---|---|---|---|---|---|
| Adams | 6 | 3 | 0 | 3 | 3 |
| Ames | 4 | 3 | 0 | 3 | 3 |
| Ashland | 4 | 4 | 0 | 4 | 3 |
| Bryan Hill | 1 | 0 | 1 | 1 | 1 |
| Buder | 2 | 3 | 2 | 5 | 2 |
| Clay | 1 | 2 | 1 | 3 | 1 |
| Cole | 1 | 0 | 0 | 0 | 1 |
| Columbia | 2 | 2 | 0 | 2 | 2 |
| Cote Brilliante | 2 | 1 | 0 | 1 | 1 |
| Dewey | 1 | 2 | 1 | 3 | 2 |
| Dunbar | 3 | 1 | 0 | 1 | 1 |
| Farragut | 2 | 1 | 0 | 1 | 1 |
| Ford | 1 | 2 | 0 | 2 | 1 |
| Froebel | 2 | 1 | 0 | 1 | 1 |
| Gateway | 4 | 1 | 2 | 3 | 3 |
| Gateway Michael | 3 | 2 | 0 | 2 | 2 |
| Hamilton | 5 | 1 | 1 | 2 | 2 |
| Henry | 3 | 1 | 0 | 1 | 1 |
| Herzog | 2 | 1 | 1 | 2 | 2 |
| Hickey | 1 | 5 | 0 | 5 | 2 |
| Hodgen | 3 | 1 | 0 | 1 | 2 |
| Humboldt | NA | NA | NA | NA | |
| Jefferson | 6 | 1 | 0 | 1 | 2 |
| Kennard | 7 | 0 | 0 | 0 | 2 |
| Laclede | 7 | 4 | 0 | 4 | 4 |
| Lexington | 1 | 2 | 0 | 2 | 1 |
| Lyon | 1 | 1 | 0 | 1 | 1 |
| Mallinckrodt | 1 | 0 | 1 | 1 | 1 |
| Mann | 2 | 1 | 0 | 1 | 1 |
| Mason | 2 | 0 | 1 | 1 | 1 |
| Meramec | 0 | 1 | 4 | 5 | 2 |
| Monroe | 0 | 4 | 0 | 4 | 2 |
| Mullanphy | 10 | 3 | 2 | 5 | 5 |
| Nance | 2 | 2 | 0 | 2 | 2 |
| Oak Hill | 5 | 0 | 2 | 2 | 2 |

# WC Incentive Program - 2011/12 School Year

| | 2010/11 Claims Goal | Medical Claims as of 5/31/11 | Indemnity Claims as of 5/31/11 | Total Claims as of 5/31/11 | 2011/12 Claims Goal |
|---|---|---|---|---|---|
| Peabody | 2 | 1 | 0 | 1 | 1 |
| Shaw | 3 | 0 | 0 | 0 | 0 |
| Shenandoah | 0 | 1 | 0 | 1 | 0 |
| Sherman | 1 | 0 | 1 | 1 | 1 |
| Sigel | 5 | 2 | 0 | 2 | 2 |
| Stix | 9 | 3 | 0 | 3 | 4 |
| Walbridge | 4 | 1 | 0 | 1 | 1 |
| Washington Montessori | 7 | 1 | 0 | 1 | 2 |
| Wilkinson | 6 | 3 | 1 | 4 | 4 |
| Woerner | 2 | 1 | 0 | 1 | 1 |
| Woodward | 6 | 1 | 3 | 4 | 3 |
| **Total** | 142 | 70 | 24 | 94 | 82 |
| | | | | | |
| **Middle Schools** | | | | | |
| Bunche | 4 | 0 | 1 | 1 | 1 |
| Busch AAA | 1 | 0 | 0 | 0 | 1 |
| Carr Lane | 4 | 3 | 0 | 3 | 3 |
| Compton-Drew | 3 | 1 | 1 | 2 | 3 |
| Fanning | 2 | 1 | 1 | 2 | 2 |
| Gateway | 5 | 3 | 1 | 4 | 4 |
| Langston | 10 | 3 | 1 | 4 | 5 |
| Long | 6 | 2 | 2 | 4 | 4 |
| L'Ouverture | 2 | 4 | 0 | 4 | 2 |
| Stevens | 0 | 2 | 0 | 2 | 0 |
| Yeatman | 2 | 1 | 0 | 1 | 1 |
| **Total** | 39 | 20 | 7 | 27 | 26 |

# WC Incentive Program - 2011/12 School Year

| High Schools | 2010/11 Claims Goal | Medical Claims as of 5/31/11 | Indemnity Claims as of 5/31/11 | Total Claims as of 5/31/11 | 2011/12 Claims Goal |
|---|---|---|---|---|---|
| Beaumont | 6 | 7 | 3 | 10 | 6 |
| Carnahan | 3 | 2 | 1 | 3 | 3 |
| Central VPA | 5 | 2 | 5 | 7 | 5 |
| Cleveland NJROTC | 3 | 1 | 2 | 3 | 3 |
| Clyde C. Miller | 4 | 2 | 2 | 4 | 3 |
| Gateway | 8 | 7 | 2 | 9 | 7 |
| McKinley | 2 | 2 | 0 | 2 | 2 |
| Metro | 0 | 0 | 0 | 0 | 0 |
| Northwest | 2 | 1 | 0 | 1 | 1 |
| Nottingham CAJT | 2 | 2 | 1 | 3 | 2 |
| Roosevelt | 14 | 12 | 3 | 15 | 11 |
| Soldan | 2 | 3 | 1 | 4 | 2 |
| Sumner | 3 | 9 | 3 | 12 | 5 |
| Vashon | 11 | 3 | 2 | 5 | 5 |
| **Total** | 65 | 53 | 25 | 78 | 55 |

# WC Incentive Program - 2011/12 School Year

| | 2010/11 Claims Goal | Medical Claims as of 5/31/11 | Indemnity Claims as of 5/31/11 | Total Claims as of 5/31/11 | 2011/12 Claims Goal |
|---|---|---|---|---|---|
| **Other Schools** | | | | | |
| Big Picture School | 3 | 0 | 1 | 1 | 1 |
| Griscom | 0 | 1 | 0 | 1 | 0 |
| Fresh Start | 0 | 0 | 1 | 1 | 0 |
| Alternative South | 0 | 3 | 0 | 3 | 0 |
| Innovative Concept | 0 | 0 | 0 | 0 | 0 |
| International Welcome | 0 | 0 | 0 | 0 | 0 |
| Meda P. Washington | 0 | 0 | 0 | 0 | 2 |
| Madison | 0 | 0 | 0 | 0 | 2 |
| **Total** | 3 | 4 | 2 | 6 | 5 |
| **Other Buildings** | | | | | |
| Administration | 9 | 5 | 7 | 12 | 9 |
| Buildings & Grounds | 1 | 0 | 2 | 2 | 2 |
| Archives | 0 | 0 | 0 | 0 | 0 |
| Adult Ed Center | 0 | 1 | 0 | 1 | 0 |
| | | | | | |
| **Total** | 10 | 6 | 9 | 15 | 11 |
| | | | | | |
| **Grand Total** | 259 | 153 | 67 | 220 | 179 |

# BOARD RESOLUTION

**Date:** June 8, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Enos Moss, CFO/Treasurer

**Agenda Item :** 06-30-11-3B

**Information:** ☐

**Action:** ☒

**Action to be Approved: Insurance Policy Audit**

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

**Previous Board Resolution #** 06-25-09-05

**Prior Year Cost** $ 193,790.00

**SUBJECT:** To ratify the payment of the Excess Workers' Compensation Insurance Policy premium audit to Arch Insurance Company through our insurance broker Marsh USA for the 2009-10 fiscal year. The payroll premium audit resulted in an additional premium of $23,060.00.

**BACKGROUND:** The Excess Workers' Compensation Insurance Policy is quoted based on a payroll projection. The premium quoted is a deposit premium, which was the original amount of $193,790.00 that was requested of the Board. Once the payroll is finalized, the final audited premium is calculated. For the 2009-10 year, the final audited premium exceeded the deposit premium by $23,060, which became the premium adjustment due to the insurance carrier.

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

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

| | | |
|---|---|---|
| **Fund Source:** 970-00-170-2514-6261 | GOB | **Requisition #:** |
| **Amount:** $23,060.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $23,060.00 | ☐ **Pending Funding Availability** | **Vendor #:** 600002438 |

**Department:** Risk Management

**Requestor:** Kevin Coyne

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

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

Revised 09/27/2010

Reviewed By:

# BOARD RESOLUTION

**Date:** June 7, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

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

**Agenda Item :** 06-30-11-34

**Information:** ☐

**Action:** ☒

**Action to be Approved: Contract**

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

**Previous Board Resolution #** 07-06-10-03
**Prior Year Cost** $41,500.00

**SUBJECT:** To approve a sole source contract with American College Testing (ACT) for the District Choice State Test program (DCST) for grade 11 during the 2011-2012 school year at a cost not to exceed $55,000.00.

**BACKGROUND:** This program is administered to grade 11 students to address the MSIP Standard 9.6 (ACT calculation). The results for the tests are used to inform programs and services aligned to the Career Education Standard (9.4) and are essential elements for high school career planning, and prediciton of future student performance on the ACT.

**Accountability Plan Goals:** Goal I: Student Performance **Objective/Strategy:** 1.A

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

| | | |
|---|---|---|
| **Fund Source:** 984-00-110-2822-6412 | GOB | **Requisition #:** |
| **Amount:** $55,000.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $55,000.00 | ☒**Pending Funding Availability** | **Vendor #:** 600002303 |

**Department:** Accountability

Cleopatra Figgures

**Dr. Cleopatra Figgures, Dep. Supt., Accountability**

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

**Revised 09/27/2010**

Reviewed By:

KW

# REQUEST FOR SOLE SOURCE PURCHASE

| | |
|---|---|
| **Requestor: Bertha Doar** | **Date: 6/2/2011** |
| **Department / School: Accountability/Assessment** | **Phone Number: 345-2360** |
| *Definition: Sole Source is a good or service that is only available from one (1) source (vendor manufacturer, etc...)* | |
| **Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)** | |
| ACT EXPLORE and PLAN testing at grades 9 and 10 respectively and ACT DCST and Online instruction at Grade 11 and as scheduled on the District's school and test calendards, including the purchase of test booklets and score reports from ACT, Inc. | |
| **Vendor Name: ACT, INC** | **Email:** |
| **Vendor Contact: Assessment Office** | **Phone Number: 800-553-6244** |
| **Justification Information** | |
| **1. Why the uniquely specified goods are required?** | |
| address the MSIP Standard 9.6 (ACT calculations). The results of the tests are used to inform progams and services aligned to the Career Education Standard 9.4 and are essential elements for high school career planning, and prediction of future student performance on the ACT. | |
| **2. Why good or services available from other vendors /competitors are not acceptable?** | |
| State required for accreditation and MSIP calculations | |
| **3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)** | |
| State required for accreditation and MSIP calculations | |
| **4. List the Names of other Vendors contacted & Price Quotes:** | |
| None | |
| *I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.* | |
| **Your sole source request will not be approved without the required signatures below:** | |
| | |
| Department Head | Date |
| | |
| CFO | Date |
| | |
| Superintendent | Date |

**Sole Source Checklist**

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

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

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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

# BOARD RESOLUTION

**Date:** June 7, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

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

**Agenda Item :** 06-30-11-35

**Information:** ☐

**Action:** ☒

**Action to be Approved: Purchase of Good (s)**

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

**Previous Board Resolution #** 07-06-10-02

**Prior Year Cost** $40,000.00

**SUBJECT:** To approve a sole source purchase from the American College Testing (ACT) Inc., for the EXPLORE and PLAN tests, including test booklets and score reports for the 2011-2012 school year in an amount not to exceed $50,000.00.

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

**Accountability Plan Goals:** Goal I: Student Performance **Objective/Strategy:** 1.A

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

| | | |
|---|---|---|
| **Fund Source:** 984-00-110-2822-6412 | GOB | **Requisition #:** |
| **Amount:** $50,000.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $50,000.00 | ☒**Pending Funding Availability** | **Vendor #:** 600002303 |

**Department:** Accountability

Cleopatra Figgures

**Dr. Cleopatra Figgures, Dep. Supt., Accountability**

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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



Reviewed By:

| | | | |
|---|---|---|---|
| KM | | | |

# REQUEST FOR SOLE SOURCE PURCHASE

| | |
|---|---|
| **Requestor: Bertha Doar** | **Date: 6/2/2011** |
| **Department / School: Accountability/Assessment** | **Phone Number: 345-2360** |
| *Definition: Sole Source is a good or service that is only available from one (1) source (vendor manufacturer, etc...)* | |
| **Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)** | |
| ACT EXPLORE and PLAN testing at grades 9 and 10 respectively and ACT DCST and Online instruction at Grade 11 and as scheduled on the District's school and test calendards, including the purchase of test booklets and score reports from ACT, Inc. | |
| **Vendor Name: ACT, INC** | **Email:** |
| **Vendor Contact: Assessment Office** | **Phone Number: 800-553-6244** |
| **Justification Information** | |
| **1. Why the uniquely specified goods are required?** | |
| address the MSIP Standard 9.6 (ACT calculations). The results of the tests are used to inform progams and services aligned to the Career Education Standard 9.4 and are essential elements for high school career planning, and prediction of future student performance on the ACT. | |
| **2. Why good or services available from other vendors /competitors are not acceptable?** | |
| State required for accreditation and MSIP calculations | |
| **3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)** | |
| State required for accreditation and MSIP calculations | |
| **4. List the Names of other Vendors contacted & Price Quotes:** | |
| None | |
| *I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.* | |
| **Your sole source request will not be approved without the required signatures below:** | |
| | |
| Department Head | Date |
| | |
| CFO | Date |
| | |
| Superintendent | Date |

**Sole Source Checklist**

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

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

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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

# Vendor Performance Report

| | |
|---|---|
| **Type of report: Final x☐ Quarterly ☐** | **Report Date: 6/2/11** |
| **Dept / School: Accountability** | **Reported By: C. Figgures** |
| **Vendor: ACT, Inc.** | **Vendor #: 600002303** |
| **Contract # / P.O/ #: 4500152685** | **Contract Name: ACT/Plan/Explore** |
| **Contract Amount: $ 40,000.00** | **Award Date: 07/06/2010** |
| **Purpose of Contract (Brief Description):** | |

**Performance Ratings:** Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (*please attach additional sheets if necessary*). **Ratings** 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory

| Category | Rating | Comments (Brief) |
|---|---|---|
| **Quality of Goods / Services** | **5<br>4X<br>3<br>2<br>1** | |
| **Timeliness of Delivery or Performance** | **5<br>4X<br>3<br>2<br>1** | |
| **Business Relations** | **5<br>4X<br>3<br>2<br>1** | |
| **Customer Satisfaction** | **5<br>4X<br>3<br>2<br>1** | |
| **Cost Control** | **5<br>4X<br>3<br>2<br>1** | |
| **Average Score** | 4.0 | Add above ratings: divide the total by the number of areas being rated. |

Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.

**Please Check Yes x No ☐**

# BOARD RESOLUTION

**Date:** June 7, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

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

**Agenda Item :** 06-30-11-36

**Information:** ☐

**Action:** ☒

**Action to be Approved: Purchase of Good (s)**

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

**Previous Board Resolution #** 07-06-10-03

**Prior Year Cost** $9,0000.00

**SUBJECT:** To approve a sole source license renewal from American College Testing (ACT) for their Online instruction program for grade 11 during the 2011-2012 school year at a cost not to exceed $10,000.00.

**BACKGROUND:** The online program is administered to grade 11 students to address the MSIP Standard 9.6 (ACT calculation). The results for the tests are used to inform programs and services aligned to the Career Education Standard (9.4) and are essential elements for high school career planning, and prediciton of future student performance on the ACT.

**Accountability Plan Goals:** Goal I: Student Performance **Objective/Strategy:** 1.A

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

| | | |
|---|---|---|
| **Fund Source:** 984-00-110-2822-6412 | GOB | **Requisition #:** |
| **Amount:** $10,000.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $10,000.00 | ☒**Pending Funding Availability** | **Vendor #:** 600002303 |

**Department:** Accountability

Cleopatra Figgures

**Dr. Cleopatra Figgures, Dep. Supt., Accountability**

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

**Revised 09/27/2010**

Reviewed By:

| | | | |
|---|---|---|---|
| KM | | | |

# REQUEST FOR SOLE SOURCE PURCHASE

| | |
|---|---|
| **Requestor: Bertha Doar** | **Date: 6/2/2011** |
| **Department / School: Accountability/Assessment** | **Phone Number: 345-2360** |
| *Definition: Sole Source is a good or service that is only available from one (1) source (vendor manufacturer, etc...)* | |
| **Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)** | |
| ACT EXPLORE and PLAN testing at grades 9 and 10 respectively and ACT DCST and Online instruction at Grade 11 and as scheduled on the District's school and test calendards, including the purchase of test booklets and score reports from ACT, Inc. | |
| **Vendor Name: ACT, INC** | **Email:** |
| **Vendor Contact: Assessment Office** | **Phone Number: 800-553-6244** |
| **Justification Information** | |
| **1. Why the uniquely specified goods are required?** | |
| address the MSIP Standard 9.6 (ACT calculations). The results of the tests are used to inform progams and services aligned to the Career Education Standard 9.4 and are essential elements for high school career planning, and prediction of future student performance on the ACT. | |
| **2. Why good or services available from other vendors /competitors are not acceptable?** | |
| State required for accreditation and MSIP calculations | |
| **3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)** | |
| State required for accreditation and MSIP calculations | |
| **4. List the Names of other Vendors contacted & Price Quotes:** | |
| None | |
| *I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.* | |
| **Your sole source request will not be approved without the required signatures below:** | |
| | |
| Department Head | Date |
| | |
| CFO | Date |
| | |
| Superintendent | Date |

**Sole Source Checklist**

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

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

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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

# BOARD RESOLUTION

**Date:** June 7, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

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

**Agenda Item :** 06-30-11-37

**Information:** ☐

**Action:** ☒

**Action to be Approved: Purchase of Good (s)**

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

**Previous Board Resolution #** 07-06-10-04

**Prior Year Cost** $25,000.00

**SUBJECT:** To approve a sole source purchase from CTB/McGraw-Hill, as mandated by the State of Missouri, for the Missouri Assessment Program Grade Level Expectation (MAP GLE) tests as scheduled on the District's school calendar. Cost includes purchase of test booklets/scoring/reporting services from CTB/McGraw-Hill for the 2011-2012 school year, at a cost not to exceed $35,000.00.

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

**Accountability Plan Goals:** Goal I: Student Performance **Objective/Strategy:** 1.A

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

| | | |
|---|---|---|
| **Fund Source:** 984-00-110-2822-6412 | GOB | **Requisition #:** |
| **Amount:** $35,000.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $35,000.00 | ☒**Pending Funding Availability** | **Vendor #:** 600000498 |

**Department:** Accountability

Cleopatra Figgures

**Dr. Cleopatra Figgures, Dep. Supt., Accountability**

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

**Revised 09/27/2010**

Reviewed By:

KM

# REQUEST FOR SOLE SOURCE PURCHASE

| | |
|---|---|
| **Requestor: Bertha Doar** | **Date: 6/2/2011** |
| **Department / School: Accountability/ Assessment** | **Phone Number: 345-2360** |
| *Definition: Sole Source is a good or service that is only available from one (1) source (vendor manufacturer, etc...)* | |
| **Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)** | |
| MAP Assessments for Grades 3-8; State Assessment required for Accreditation and NCLB compliance | |
| **Vendor Name: CTB/McGraw-Hill** | **Email:** |
| **Vendor Contact: Assessment Office** | **Phone Number: 800-544-9868** |
| **Justification Information** | |
| **1. Why the uniquely specified goods are required?** | |
| State required for accreditation and NCLB compliance | |
| **2. Why good or services available from other vendors /competitors are not acceptable?** | |
| State required for accreditation and NCLB compliance | |
| **3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)** | |
| State required for accreditation and NCLB compliance | |
| **4. List the Names of other Vendors contacted & Price Quotes:** | |
| None | |
| *I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.* | |
| **Your sole source request will not be approved without the required signatures below:** | |
| | |
| Department Head | Date |
| | |
| CFO | Date |
| | |
| Superintendent | Date |

**Sole Source Checklist**

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

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

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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

# BOARD RESOLUTION

**Date:** June 7, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

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

**Agenda Item :** 06-30-11-38

**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 from Questar Assessment Inc., as mandated by the State of Misouri, for the Missouri Assessment Program End of Course (MAP EOC) tests as scheduled on the District's school calendar. Cost includes purchase of online tests/scoring/reporting services from Questar Assessment Inc., for the 2011-2012 school year, at a cost not to exceed $25,000.00.

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

**Accountability Plan Goals:** Goal I: Student Performance **Objective/Strategy:** 1.A

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

| | | |
|---|---|---|
| **Fund Source:** 984-00-110-2822-6412 | GOB | **Requisition #:** |
| **Amount:** $25,000.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $25,000.00 | ☒**Pending Funding Availability** | **Vendor #:** 600014534 |

**Department:** Accountability

Cleopatra Figgures

**Dr. Cleopatra Figgures, Dep. Supt., Accountability**

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

**Revised 09/27/2010**

Reviewed By:

# REQUEST FOR SOLE SOURCE PURCHASE

| | |
|---|---|
| **Requestor: Dr. Bertha Doar** | **Date: 6/2/11** |
| **Department / School: Accountability / Assessment** | **Phone Number: 345-2360** |
| *Definition: Sole Source is a good or service that is only available from one (1) source (vendor manufacturer, etc...)* | |
| **Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)** | |
| End of Course Assessments for High Schools; State Assessment required for Accreditation and NCLB compliance | |
| **Vendor Name: Questar** | **Email:** |
| **Vendor Contact: Assessment Office** | **Phone Number: 573-751-3545** |
| **Justification Information** | |
| **1. Why the uniquely specified goods are required?** | |
| State required for accreditation and NCLB compliance | |
| **2. Why good or services available from other vendors /competitors are not acceptable?** | |
| State required for accreditation and NCLB compliance | |
| **3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)** | |
| State required for accreditation and NCLB compliance | |
| **4. List the Names of other Vendors contacted & Price Quotes:** | |
| None | |
| *I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.* | |
| **Your sole source request will not be approved without the required signatures below:** | |
| | |
| Department Head | Date |
| | |
| CFO | Date |
| | |
| Superintendent | Date |

**Sole Source Checklist**

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

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

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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

# BOARD RESOLUTION

**Date:** June 7, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

**From:** Michael Haggen, Assoc. Supt., Middle Schools

**Agenda Item :** 06-30-11-39

**Information:** ☐

**Action:** ☒

**Action to be Approved:** Contract

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

**SUBJECT:** To approve a contract with J.K. Harmon LTD dba Texas Literacy Resources to provide Response to Intervention (RtI) and Guided Reading Professional Development at Sigel Elementary School beginning August 15, 2011 through May 31, 2012 at a cost not to exceed $19,682.00.

**BACKGROUND:** Sigel Elementary is currently a turnaround school. One of our School Improvement Grant goals is providing teachers with ongoing professional development in the areas of Guided Reading Instruction utlizing the RTI Framework. The consultant will provide bi-monthly professional development to all staff along with observation feedback and support utlizing the 7 key principles of effective implementation. Teachers will gain knowledge and skills related to development of proficient reading and writing strategies thereby increasing student acquisition of necessary reading and writing skills.

**Accountability Plan Goals:** Goal I: Student Performance **Objective/Strategy:** 1.a.3.a

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

| | | |
|---|---|---|
| **Fund Source:** 586-UG-292-1127-6319 | Non-GOB | **Requisition #:** |
| **Amount:** $19,682.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $19,682.00 | ☒ **Pending Funding Availability** | **Vendor #:** 600014523 |

**Department:** Sigel Elementary

**Requestor:** Evelyn Woods

**Michael Haggen, Assoc. Supt., Middle Schools**

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

Revised 09/27/2010

Reviewed By:

Requisition #: _____ Vendor #: _____

CONSULTANT SERVICE AGREEMENT
BETWEEN
Special Administrative Board of the
Transitional School District of the City of St. Louis
AND
JK Harmon, Ltd
dba Texas Literacy Resources

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the **8th** day of **May , 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 **"Kelly Harmon of Texas Literacy Resources"** (hereinafter "Consultant"). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 74-2978205

Address: 26440 White Eagle Dr., San Antonio, Tx 78260
Contact Person: Kelly Harmon

Telephone Number: 830-714-7116

**WHEREAS**, the District 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 District; and

**WHEREAS**, the District 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 District and Consultant agree as follows:

1. **TERM:** The Consultant shall commence performance of this Agreement on the **1st Day of August 2011**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **31st Day of May 2012.**

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

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 **$ 19,682.00** 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: | **Evelyn Woods** |
| (b) | Satisfactory completion of work outlined in the Scope of services as determined and certified by: | **Evelyn Woods** |
| (c) | Verification of the receipt of all documents produced by Consultant pursuant to the Scope of Services by: | **Evelyn Woods** |

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 District and the District'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 District or any officers, directors, servants, employees, or agents of the District on account of or resulting from injury, or claim of injury to person or property (including but not limited to consultant and/or its agents) 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 District 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 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 provides the Services consistent with the warranties and representations set forth in Section 8 above, the District at its option, may: (a) require Consultant to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Consultant for Services, unless and until Services are corrected and performed satisfactorily; (c) require Consultant to reimburse the District 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 District 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 District 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. The Consultant shall provide a certificate of insurance evidencing the coverage required in Attachment A.

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 – JURDISDICTION** 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 District's **Evelyn Woods**, 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 District administrators, officers and employees as directed or as may be necessary or appropriate.

17. **E-VERIFICATION** Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars ($5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify) as set out in **ATTACHMENT B**. Compliance with provision requires completion of **ATTACHMENT C.**

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

19. **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.

20. **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

21. **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 District: 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: Kelly Harmon
26440 White Eagle Dr.
San Antonio, Texas 78260
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.

22. **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.

23. **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.

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

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

26. **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.

27. **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.

28. **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 District policies and regulations.

29. **INDEPENDENT CONTRACTOR** The District 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 District. Consultant shall have no authority to assume or incur any obligation or responsibility, or make any warranty for, on behalf of the District, or to attempt to bind the District 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.

**30. 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.

31. **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 District. 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 District, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the District for whatever use it desires, and nothing contained herein shall be deemed to constitute a license or franchise in the District.

32. **INFRINGEMENT** Consultant warrants to the District 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 District 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.

33. **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 District's property and shall be used only in connection with the Services provided to the District.

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

35. **AUTHORIZATION:** this Agreement is authorized by:

☐ **Board Resolution #**_____, attached hereto.

Or

☒ **Other.** Please describe and attach appropriate documentation

Or under $5,000

☐ **Emergency Request**

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

**(See attached Scope of Services for Details)**

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

**KELLY HARMON**
**26440 WHITE EAGLE DR.**
**SAN ANTONIO, TEXAS 78260**

**By:** Kelly Harmon

**Title:** Consultant

**Date:** 5/8/11

**Tax I.D. No** 74-2978205

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

**By:** _____

**Title:** _____

**Date:** _____

# ATTACHMENT A

## SCOPE OF SERVICES
SCOPE OF SERVICES

**Consultant Services:**

**Texas Literacy Resources, LTD.**
**Proposal for Services**
**Response to Instruction and Intervention**

**Response to Instruction and Intervention Initiative Goals:**

- ✓ Develop a Response to Instruction and Intervention framework based on 7 key principles of effective implementation:
    1. 4 components of assessment
    2. High quality classroom instruction
    3. Research-based strategies
    4. Continuous progress monitoring of all students
    5. Research-based interventions
    6. Qualitative and quantitative progress monitoring using SBRR progress monitoring tools
    7. Fidelity checks
- ✓ Provide on-going professional development for administration and teachers on 7 key principles
- ✓ Develop master/expert-level professional knowledge and skills related to development of proficient reading and writing strategies
- ✓ Provide on-site technical assistance to PK-5 campuses to ensure fidelity of implementation
- ✓ Provide email, telephone, and website technical support to campus administrators and staff

**The Campus will:**

- ✓ Develop, adopt, or adapt program descriptions for best practices of high quality instruction by grade level and for all services provided in addition to classroom instruction.
- ✓ Establish benchmark expectations by grade for each reporting quarter
- ✓ Establish grade level instructional pacing guides for Communication Arts
- ✓ Establish common assessment practices for each grade level
- ✓ Provide instructional support in effective scaffolding/modeling
- ✓ Develop consistency in support and materials
- ✓ Provide tools for universal screening and progress monitoring of all students
- ✓ Implement the Three Tier Model
    - o Classroom Instruction
    - o Tier 2 interventions and documentations
    - o Tier 3 interventions and documentation
        - ▪ Role of special education
        - ▪ Role of ESL instruction for LEP students
- ✓ Provide training/support in…
    - o Universal screening and using diagnostic tools to prescribe interventions
    - o Differentiation and using data to determine needs/learning experiences
    - o Research-based instruction
        - ▪ Scaffolding, modeling, explicit instruction, providing multiple opportunities to respond
        - ▪ Five components of reading including:
            - • Phonological awareness
            - • Phonics
            - • Vocabulary
            - • Fluency
            - • Comprehension
- ✓ Evaluation:
    - o Using a pre and post survey, teachers will assess professional knowledge and skills related to literacy instruction.
    - o Using a best practices classroom rubric, teachers will be assessed and provided next steps using video cognitive coaching.

- The campus leadership team will assess the quality of professional development and degree of implementation in May 2012.

## Schedule of Professional Development and Support

| | | | |
|---|---|---|---|
| **Administration** | | | |
| **August 2011**<br>**½ day training**<br>**(Day 1)** | 7 Key Principles of Response to Intervention—Overview | What is essential to the RTI framework? | Campus administrators and leadership team |
| **PK-5 Staff** | | | |
| **(Day 2)**<br><br>**K-6** | Grade Level Program Development | The First 25 Days of School: Establishing High Quality Instruction: Literacy Routines using Interactive Read Alouds, Shared Reading, Guided Reading, Daily 5 Literacy Activities, 1:1 Conferencing and Goal Setting for Each Student, Independent Reading, and Differentiated Homework. | Administrators<br>Grade Level Teachers |
| **(Day 3)**<br><br>**K-6** | The 5 Essential Components of Reading Instruction | An overview of the research and specifics for instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension | Administrators<br>Classroom Teachers<br>Special Education Teachers<br>Reading Teachers |
| **October 2011**<br>**(Day 1)**<br>1/2 day training for PK-2<br>1/2 day training for 3rd-6th | High Quality Classroom Instruction | How do you organize for differentiated instruction?<br>• Flexible Grouping<br>• Using formative data to drive instruction,<br>• Gradual release of responsibility | Administrators<br>Classroom Teachers<br>Special Education Teachers |
| **(Day 2)** | Modeling/Coaching/ Observations | | |
| **December 2011**<br>**(Day 1)**<br><br>1/2 day training for PK-2<br>1/2 day training for 3rd-6th | Research based Instruction-Developing Comprehension and Vocabulary | Scientific research-based strategies<br>• Comprehension of narrative texts<br>• Daily rich word vocabulary development<br>• High frequency word development<br>• Academic vocabulary development | Administrators<br>Classroom teachers<br>Special Education Teachers<br>Reading Teachers |
| **(Day 2)** | Modeling/Coaching/ Observations | | |
| **February 2012**<br>**(Day 1)**<br><br>Grade level planning meetings: 1 hour per grade level | Research-based Strategies for Comprehension of Non-fiction Texts | Teaching text structure and text features in non-fiction texts.<br><br>Specific strategies for comprehension of non-fiction texts: graphic organizers, get the gist, making inferences using facts and details, Cornell note taking | Administrators<br>Classroom teachers<br>Special Education Teachers<br>Reading Teachers |
| **April 2011**<br>**(Day 1)**<br><br>1/2 day training for PK-2<br>1/2 day training for 3rd-6th | Toolbox for Developing Proficient Writers: Vertically-aligned Goals, Assessments, and The Six Traits of Writing | Best practices for effective writing using Six Traits and Writer's Workshop model | Administrators<br>Classroom teachers<br>Special Education Teachers<br>Reading Teachers |

| | | | |
|---|---|---|---|
| **(Day 2)** | Modeling/ Coaching/ Observations | | |
| **Weekly/Monthly/ Quarterly** | Campus Technical Assistance— Ensuring Fidelity and Integrity | Email and telephone conferences pertaining to individual student and teacher needs | Administrators Classroom teachers Special Education Teachers Reading Teachers |

Cost Breakdown:

10 Onsite Visits @$1200 per day=$12,000
Video Coaching $2500 (Provide 1 camera, 50 hours of coaching)
Travel costs- $5182 (5 Trips, 10 Hotel Nights, 10 Car Rental days)
*We bill for actual travel costs. This amount represents the maximum cost projected. If we combine visits with other campus, airfare costs are reduced.

Total for Contract: $19,682.00

☒ **Insurance Coverage**

| | |
|---|---|
| Comprehensive General Liability: | $1,000,000 per occurrence |
| Automotive Liability: | $500,000 per occurrence |
| Workers Compensation: | Statutory Limit |
| Employer's Liability: | $500,000.00 (If applicable) |
| 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 DISTRICT

The following is a list of the cost and expense that will be paid by the District 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# _____

ATTACHMENT B

## FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars ($5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;

b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By:_____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

ATTACHMENT C

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By:_____ (individual signature)
For _____ (company name)

Title:_____

Subscribed and sworn to before me on this _____ day of _____, 200___.

_____
NOTARY PUBLIC

My commission expires:

# BOARD RESOLUTION

**Date:** June 7, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

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

**Agenda Item :** 06-30-11-40

**Information:** ☐

**Action:** ☒

**Action to be Approved:** Contract Renewal

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

**Previous Board Resolution #** 06-24-10-48

**Prior Year Cost** $1,040,000.00

**SUBJECT:** To approve a contract renewal between Achievement Commitment and Excellence (ACE) Learning Centers and St. Louis Public Schools for the 2011-2012 school year at a cost not to exceed $1,040,000.00.

**BACKGROUND:** The ACE Learning Centers goal is to recover students who have dropped out of school or who are at-risk of dropping out of school. ACE will provide and maintain a course of instruction for alternative education as approved by the Missouri Department of Elementary and Secondary Education. The centers are housed at Roosevelt High School with 60 slots, Gateway High School with 60 slots, Beaumont High School with 40 slots, and Northwest High School with 40 slots. A total of 200 slots will be purchased at $5,200.00 per slot at a cost not to exceed $1,040,000.00.

**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:** 822-C6-110-2336-6319 | GOB | **Requisition #:** |
| **Amount:** $1,040,000.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $1,040,000.00 | ☒**Pending Funding Availability** | **Vendor #:** 600007614 |

**Department:** Parent & Student Engage.

**Debra Falkiner, Director – Parent & Student Engagement**

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

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

Revised 09/27/2010

Reviewed By:

# Vendor Performance Report

| | |
|---|---|
| **Type of report: Final X Quarterly ☐** | **Report Date: June 3, 2011** |
| **Dept / School: Parent and Student Engagement** | **Reported By: Debra J. Falkiner** |
| **Vendor: ACE** | **Vendor #: 600007614** |
| **Contract # / P.O/ #: 4500153594 (SY10/11)** | **Contract Name: Achievement Commitment and Excellence (ACE) Learning Centers** |
| **Contract Amount: $ $1,040,000.00** | **Award Date: 6/24/10** |
| **Purpose of Contract (Brief Description): Recover students who have dropped out of school or who are at-risk of dropping out. The ACE Centers create pathways for students to recover or make-up credit.** | |

**Performance Ratings:** Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (*please attach additional sheets if necessary*). **Ratings** 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory

| Category | Rating | Comments (Brief) |
|---|---|---|
| **Quality of Goods / Services** | **5 X**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Timeliness of Delivery or Performance** | **5 X**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Business Relations** | **5 X**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Customer Satisfaction** | **5 X**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Cost Control** | **5 X**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Average Score** | 5 | Add above ratings: divide the total by the number of areas being rated. |

Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.

**Please Check Yes X No ☐**

## VENDOR PERFORMANCE REPORT INSTRUCTIONS

| | |
|---|---|
| **Type of report** | Identify if this is a final report or a quarterly report (3 months) |
| **Report Date** | The date the report is prepared |
| **Department** | Indicate the name of the reporting department |
| **Reported By** | Please sign your name |
| **Vendor** | Enter the vendor's name |
| **Vendor Number** | Enter the vendor's assigned number |
| **Contract # / PO #** | Enter the assigned contract # or the purchase order # for the goods or services being reported |
| **Contract Name** | The official name used when the contract was solicited |
| **Contract Amount** | The total dollar value of the contract: the amount listed on the Board Resolution |
| **Award Date** | Enter the date that the Board approved this contract |
| **Contract Description** | Provide a brief description of the work being done under the contract |
| **Performance Ratings** | In the comment column provide the rationale for the rating you give<br>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 |

# CONTRACT RENEWAL FOR Alternative Learning Centers

THIS CONTRACT RENEWAL AGREEMENT FOR Alternative Learning Centers ("Agreement") made as of the lst day of July, 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 corporate and metropolitan school district, with its principal office at 801 North 11th Street, Saint Louis, Missouri, and "Achievement Commitment Excellence Learning Centers", with its principal office at ACE Learning Centers, Merrill Lynch Private Client Group, PO ox 4093, Chesterfield, MO 63006-9974 (hereinafter referred to as "Contractor").

**Whereas,** SLPS and Contractor entered into a contractual agreement dated "July 1, 2009", a true and correct Copy of which is attached hereto as ATTACHMENT 1 and hereby incorporated by this reference (hereinafter referred to as "The Contract"),

**Whereas,** The Contract includes a renewal option,

**NOW, THEREFORE,** in consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the SAB and Contractor agree as follows:

1. **CONTRACT RENEWAL:** SLPS and Contractor agree to renew The Contract under the same terms and conditions with the exception of the dates of service,
2. **SCHEDULE OF COMPLETION:** The start date of the renewal agreement shall be the effective date of this Agreement. The end date shall be no later than June 30, 2012.
3. **CONTRACT AMOUNT:** The agreed upon contract renewal amount is $1,040,000.00.
4. **ALL OTHER TERMS AND CONDITIONS:** All other terms and conditions shall be substantially the same as those set out in The Contract.
5. **AUTHORIZATION:** this Agreement is authorized by:

   __X__ **Board Resolution #**_____, attached hereto.

   Or

   _____ **Other:**

   Or

   _____ **Emergency Purchase Request**

**IN WITNESS WHEREOF,** SLPS and Contractor have executed this Agreement as of the day and year first written.

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

By: _____

Title: _____

Date: _____

**CONTRACTOR**
ACE Learning Centers
Merrill Lynch Private Client Group
PO Box 4093,
Chesterfield, MO 63006-9974

By: _____

Title: _____

Date: _____

# BOARD RESOLUTION

**Date:** June 7, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

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

**Agenda Item :** 06-30-11-41

**Information:** ☐

**Action:** ☒

**Action to be Approved: RFP/Bid**

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

**SUBJECT:** To approve a purchase with Holt McDougal Publications, Inc. for the high school American History textbooks, teacher and student resources, and professional development at a cost not to exceed $124,089.25. Contractual services and professional development are rendered for a five year contract period.

**BACKGROUND:** Holt McDougal Publications, ("The Americans: Reconstruction to the 21st Century") and resource materials will support the Board of Education's goal to improve student achievement. The textbook "The Americans," adheres to the State and National Standards for High School American History Curricula. Students are able to examine multiple perspectives on historical events, political and legal developments, and relationships among different socioeconomic, racial, cultural, and religious groups, as well as relationships between men and women. The Americans broadly surveys American History from Reconstruction to the present. It will be an excellent resource for examining topics and themes in greater depth. It presents clear objectives, step-by-step directions, and point-of-use vocabulary definitions.
Related materials include: Teacher's Edition, Activity Workbook, Graphic Organize Transparencies,and Complete Teacher Resource Package.

**Accountability Plan Goals:** Goal I: Student Performance **Objective/Strategy:** 1.A.

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

| | | |
|---|---|---|
| **Fund Source:** 820-NC-110-1151-6421 | GOB | **Requisition #:** |
| **Amount:** $124,089.25 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $124,089.25 | ☒**Pending Funding Availability** | **Vendor #:** 600002265 |

**Department:** Curriculum & Instruction

Sheila Smith-Anderson

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

Carlinda Purcell

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

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

**Revised 09/27/2010**

Reviewed By:

| | | |
|---|---|---|
| KAN | | |

HOLT McDOUGAL
a division of Houghton Mifflin Harcourt

**Cost Proposal**
Prepared For

# St Louis City Public Sch Dist

**801 N 11th St**
**Saint Louis MO 63101**

**Attention:**
**Olivia White**

For the Purchase of:

# The Americans: Reconstruction to Present

**Prepared By**
**Jo Wolken**
**jo.wolken@hmhpub.com**

**PLEASE SUBMIT THIS PROPOSAL WITH YOUR PURCHASE ORDER.**

Proposal Date: 5/13/2011 | Proposal for | Expiration Date:7/12/2011

# St Louis City Public Sch Dist

## The Americans: Reconstruction to Present

| ISBN | | Title | Sale Price | Purchase Quantity | Purchase Amount | Complimentary Quantity | Complimentary Value |
|---|---|---|---|---|---|---|---|
| **The Americans** | | | | | | | |
| **Student** | | | | | | | |
| 1453287 | 9780547557533 | Holt McDougal The Americans Student Premium Package Reconstruction to the 21st Century 2012 | $79.00 | 1,525 | $120,475.00 | | |
| 1453934 | 9780547559810 | "Holt McDougal The Americans Student Edition, Class Set of 25 Reconstruction tothe 21st Century 2012" | $1,525.75 | | | 19 | $28,989.25 |
| 1445712 | 9780547521329 | "Holt McDougal The Americans Interactive Online Edition, Student Access (6-yearsubscription) Reconstruction to the 21st Century 2012" | $53.85 | | | 475 | $25,578.75 |
| 1453935 | 9780547559827 | "Holt McDougal The Americans Student One Stop DVD-ROM, Class Set of 25 Reconstruction to the 21st Century 2012" | $574.50 | | | 8 | $4,596.00 |
| | | **Totals for Student** | | | **$120,475.00** | | **$59,164.00** |
| **Teacher** | | | | | | | |
| 237914 | 9780618162628 | McDougal Littell The Americans Teacher Resource Package Reconstruction to the 21st Century | $823.25 | | | 60 | $49,395.00 |
| 220297 | 9780618476916 | McDougal Littell The Americans Reading Toolkit For Social Studies: The Americans | $404.30 | | | 60 | $24,258.00 |
| 1445720 | 9780547521503 | "Holt McDougal The Americans Premium Interactive Online Edition, Teacher Access(6-year subscription) Reconstruction to the 21st Century 2012" | $91.55 | | | 60 | $5,493.00 |
| 1210692 | 9780554024615 | Holt Social Studies Primary Source Activity Kit Grades 9-12 | $162.20 | | | 60 | $9,732.00 |
| 1445721 | 9780547521367 | Holt McDougal The Americans Guided Reading Workbook Reconstruction to the 21st Century | $6.00 | | | 60 | $360.00 |
| 1445724 | 9780547521381 | Holt McDougal The Americans Spanish/English Guided Reading Workbook Reconstruction to the 21st Century | $6.50 | | | 60 | $390.00 |
| 1445697 | 9780547521176 | Holt McDougal The Americans Teacher One Stop DVD-ROM Reconstruction to the 21stCentury | $135.00 | | | 60 | $8,100.00 |
| 1445698 | 9780547521190 | Holt McDougal The Americans Power Presentations with Media Gallery DVD-ROM Reconstruction to the 21st Century | $135.00 | | | 60 | $8,100.00 |
| 210379 | 9780618663507 | McDougal Littell The Americans American Stories Series DVD | $292.35 | | | 60 | $17,541.00 |
| 1082666 | 9780547232041 | McDougal Littell The Americans United States History Library of Primary SourcesCD-ROM | $132.25 | | | 60 | $7,935.00 |
| 1168854 | 9780030993190 | Holt United States History Experiencing American History | $54.05 | | | 60 | $3,243.00 |
| | | **Totals for Teacher** | | | | | **$134,547.00** |
| | | **Totals for The Americans** | | | **$120,475.00** | | **$193,711.00** |

| ***Proposal Summary*** | | | |
|---|---|---|---|
| | ***Total Value of Proposal:*** | | **$317,800.25** |
| | ***Total Complimentary:*** | | **$193,711.00** |
| | ***Subtotal Purchase Amount:*** | **$120,475.00** | |
| | ***Shipping & Handling (3.00%):*** | **$3,614.25** | |
| | ***Total Cost of Proposal (PO Amount):*** | **$124,089.25** | |

HOLT McDOUGAL
a division of Houghton Mifflin Harcourt

Attention:
Olivia White

Customer Service
1900 S. Batavia Ave.
Geneva, IL 60134
FAX: 888-872-8380



**Please submit this form with your purchase order.**

Proposal Date: 5/13/2011

Proposal for

Expiration Date:7/12/2011

# St Louis City Public Sch Dist

## The Americans: Reconstruction to Present

| | | | |
|---|---|---|---|
| **Total Cost of Proposal (PO Amount):** | **$ 124,089.25** | | |
| **Total Value of Proposal:** | **$ 317,800.25** | **Total Savings:** | **$ 193,711.00** |

This is a cost proposal only. Orders submitted under this proposal on or before the expiration date are subject to acceptance at Houghton Mifflin Harcourt's main office and are subject to the applicable terms in Houghton Mifflin Harcourt's invoice issues for such order.

**Date of Proposal: 5/13/2011**

**Proposal Expiration Date:7/12/2011**

HOLT McDOUGAL
a division of Houghton Mifflin Harcourt

Prices: Prices quotes are wholesale school prices and do not include transportation charges unless otherwise stated in this proposal. These wholesale school prices apply to the educational customers of Houghton Mifflin Harcourt. Prices quoted are valid for orders submitted on or before the expiration date set forth in the proposal.

Educational customers are billed at wholesale school price, f.o.b. shipping point, with a prepaid transportation charge and, unless the customer specifically requests otherwise, a charge for our guarantee of delivery is added to the invoice when shipped via U.S. Postal service. For educational customers preferring f.o.b. destination billing, ten percent (10%) of wholesale school price is added and we pay transportation charges and guarantee delivery. Prices do not include any sales tax. Applicable sales tax, if any, will be added to the invoice unless an appropriate tax exemption certificate has been furnished to Houghton Mifflin Harcourt.

FREE MATERIALS: Upon receipt of purchase order, gratis items will be shipped in direct proportion to pupil materials purchased. If purchases vary from those included in this proposal, gratis items will change accordingly. Gratis items may also change if purchase is other than a direct school district to publisher order, such as via a third-party vendor or jobber.

# American History Textbook Adoption

## SAINT LOUIS PUBLIC SCHOOLS

### Curriculum & Instruction

### May 2011

| NAME | SCHOOL | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | TCI | | | Pearson | | | McDougal-Holt | | | Glencoe | | |
| Cost Proposal | | $172,700.00 | | | $180,188.20 | | | $155,344.60 | | | $127,744.00 | | |
| | | ● | O | o | ● | O | o | ● | O | o | ● | O | o |
| C.Warren Detjen | Metro | 114 | 0 | 0 | 114 | 0 | 0 | 114 | 0 | 0 | 0 | 76 | 0 |
| Claire Crapo | Roosevelt | 114 | 0 | 0 | | | | | | | | | |
| Heidi Kukay | Cleveland | 84 | 25 | 0 | 12 | 68 | 0 | 90 | 14 | 0 | 0 | 74 | 1 |
| Monica Freese | Griscom | 78 | 24 | 0 | 114 | 0 | 0 | 63 | 34 | 0 | 9 | 70 | 0 |
| Kristar Fry | Vashon | 57 | 38 | 0 | 36 | 44 | 4 | | | | 15 | 14 | 0 |
| Tina Gross | Clyde Miller | 87 | 18 | 0 | 102 | 8 | 0 | 114 | 0 | 0 | 18 | 52 | 6 |
| Sarah Seigel | Soldan | 111 | 2 | 0 | 70 | 6 | 1 | | | | | | |
| Gegimara RaEl | Carnahan | 76 | 0 | 0 | 114 | 0 | 0 | 87 | 18 | 0 | 0 | 76 | 0 |
| Aaron Craig | McKinley | | | | | | | 39 | 38 | 1 | | | |
| Melinda Nikolaisen | Gateway | 111 | 2 | 0 | 114 | 0 | 0 | 114 | 0 | 0 | 0 | 12 | 32 |
| Debra Acton | Gateway | | 66 | 6 | 9 | 54 | 8 | | 48 | 15 | 0 | 18 | 17 |
| Jeffrey Davis | Roosevelt | | | | | | | 78 | 22 | 1 | 102 | 6 | 2 |
| Samantha Smith | Clyde Miller | | | | | | | 63 | 42 | 0 | 57 | 38 | 0 |
| TOTALS | | 642 | 251 | 6 | 685 | 180 | 13 | 762 | 216 | 17 | 201 | 436 | 58 |
| | | 899 of 1026 – 87% | | | 878 of 1026 – 86% | | | 995 of 1140 – 87% | | | 395 of 1140 – 35% | | |

# American History Textbook Adoption

## St. Louis Public Schools

## Curriculum and Instruction

### May 2011

| Publisher | Vote Percentage | Cost Proposal |
|---|---|---|
| Holt McDougal* | 87 | $155,344.60 |
| TCI | 87 | $172,700.00 |
| Pearson | 86 | $180,188.20 |
| Glencoe | 35 | $127,744.00 |

**Based on the analysis of the teachers' input and the text used at the middle school level, for continuity, the Holt McDougal Publishing textbook *The Americans* was selected.**

**Rick Schaeffer negotiated with the local Holt McDougal representative, Jo Wolken and was able to bring the cost to $124,089.25.**

42

# BOARD RESOLUTION

**Date:** June 6, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

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

**Agenda Item :** 06-30-11-42

**Information:** ☐

**Action:** ☒

**Action to be Approved: Contract Renewal**

**Previous Board Resolution #** 07-06-10-12

**Prior Year Cost** $28,800.00

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

**SUBJECT:** To approve a sole source contract renewal with Saint Louis Regional Program for Exceptionally Gifted Students (PEGS) to provide five students with exceptional abilities educational services to meet their needs for the 2011-2012 school year at a cost not to exceed $28,500.

**BACKGROUND:** The St. Louis Program the Exceptionally Gifted Students (PEGS) provides a full-time, multiaged, enriched and extended academic program for those highly gifted students who need an alternative to the regular classroom. Students attend full time at the Lindbergh School District site. Students needing these services are few in number and the program assist local St. Louis districts in providing for the unique needs of these academically superior students. SLPS has five students who have met the exceptional criteria for the program and are to continue their enrollment in the program.

**Accountability Plan Goals:** Goal I: Student Performance **Objective/Strategy:** I.E

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

| | | |
|---|---|---|
| **Fund Source:** 847-00-110-1272-6311 | GOB | **Requisition #:** |
| **Amount:** $28,500 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $28,500.00 | ☒**Pending Funding Availability** | **Vendor #:** 600009219 |

**Department:** Gifted Education

**Requestor:** Michelle Jones

Carlinda Purcell

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

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

Revised 09/27/2010

Reviewed By:

# REQUEST FOR SOLE SOURCE PURCHASE

| | |
|---|---|
| **Requestor: Michelle Jones** | **Date: June 1, 2011** |
| **Department / School: Gifted** | **Phone Number: 314-345-2435** |
| *Definition: Sole Source is a good or service that is only available from one (1) source (vendor manufacturer, etc...)* | |
| **Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)** | |
| PEGS provides a full time, multi-age, enriched and extended academic program for the highly gifted children. The program also provides individualized planning and differentiated instruction as well as an organized system for attaining social and emotional growth sills. PEGS curriculum is based on curriculum compacting, training in critical and creative thinking and creative production of projects. | |
| **Vendor Name: PEGS** | **Email: mryder@lindberghschools.ws** |
| **Vendor Contact: Michelle Ryder** | **Phone Number: 314-729-2400 ext. 7520** |
| **Justification Information** | |
| **1. Why the uniquely specified goods are required?** | |
| The exceptionally gifted students in PEGS have unique needs that call for an accelerated, challenging, fast paced, differentiated instructional program that is not in place with the regular school district settings. | |
| **2. Why good or services available from other vendors /competitors are not acceptable?** | |
| PEGS is the only vendor that provides such services in the Saint Louis area. | |
| **3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)** | |
| | |
| **4. List the Names of other Vendors contacted & Price Quotes:** | |
| | |
| *I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.* | |
| **Your sole source request will not be approved without the required signatures below:** | |
| Michelle Jones | 6/8/11 |
| Department Head | Date |
| | |
| CFO | Date |
| | |
| Superintendent | Date |

**Sole Source Checklist**

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

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

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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

# Vendor Performance Report

| | |
|---|---|
| **Type of report: Final X ☐ Quarterly ☐** | **Report Date: June 1, 2011** |
| **Dept / School: Gifted Education** | **Reported By: Michelle Jones** |
| **Vendor:** | **Vendor #:** |
| **Contract # / P.O/ #:** | **Contract Name: :Lindbergh School District (PEGS)** |
| **Contract Amount: $28,500** | **Award Date:** |

**Purpose of Contract (Brief Description):**
The exceptionally gifted students in PEGS have unique needs that call for an accelerated, challenging, fast paced, differentiated instructional program that is not in place with the regular school district settings.

**Performance Ratings:** Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (*please attach additional sheets if necessary*). **Ratings** 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory

| Category | Rating | Comments (Brief) |
|---|---|---|
| **Quality of Goods / Services** | **5** | |
| **Timeliness of Delivery or Performance** | **5** | |
| **Business Relations** | **5** | |
| **Customer Satisfaction** | **5** | |
| **Cost Control** | **5** | The cost of $4,800 remained constant for over four years. This coming school year is the first cost increase in years. Increasing from $4,800 to $5,700 |
| **Average Score** | **5** | Add above ratings: divide the total by the number of areas being rated. |

Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.

**Please Check Yes X☐ No ☐**



PEGS

St. Louis Regional Program for
Exceptionally Gifted Students (PEGS)

May 16, 2011

Ms. Michelle Jones
St. Louis Public Schools
801 N. 11th Street
St. Louis, MO 63101

Dear Ms. Jones,

We are pleased to inform you that Ruby Nevelow, who resides in your district has been reinstated into the St. Louis Regional Program for Exceptionally Gifted Students (PEGS). Claire Eiler, Aiden Kelly, Savannah Sowell, and Sophie Sowell, who are also from your district, will continue their enrollment in PEGS for the 2011-2012 school year.

Enclosed, you will find an Agreement for Services Contract for each of these students. The contract enumerates the responsibility of your district and that of Lindbergh Schools. Kindly return the signed contracts to me by June 1, 2011.

Tuition for the 2011-2012 school year has been set at $5700 per student. You will be billed by Lindbergh Schools, fiscal agent for PEGS.

If you have any questions, please contact me or Cathie Page, Administrative Assistant for PEGS, at 729-2400 ext. 7520. Thank you for your support of the St. Louis Regional Program for Exceptionally Gifted Students.

Sincerely,

Michelle Ryder

Michelle Ryder
Administrator for PEGS

12225 Eddie & Park Road St. Louis, MO 63127-1413 Phone: 314-729-2470 Fax: 314-729-2472

# AGREEMENT FOR SERVICES

This agreement is entered into by and between LINDBERGH SCHOOLS DISTRICT ("Lindbergh") and the ST. LOUIS PUBLIC SCHOOLS ("St. Louis"), pursuant to Section 70.220 RSMo.

1. Lindbergh agrees to administer the St. Louis Regional Program for Exceptionally Gifted Students ("PEGS"), providing an educational program for RUBY NEVELOW that meets all requirements of state law and Lindbergh.

2. In consideration of said services St. Louis agrees to pay Lindbergh **$5700** as tuition for the above student. Tuition will be payable in two (2) equal payments, one-half by September 1 and one-half by February 1.

3. Upon request, Lindbergh further agrees to certify to St. Louis a copy of the 2011-2012 budget for the PEGS program.

4. This Agreement shall be deemed accepted and entered into in St. Louis County, Missouri.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day of _____, 2011.

LINDBERGH SCHOOLS

By: Michelle Ryan

Authorized Officer

ST. LOUIS PUBLIC SCHOOLS

By: _____

Authorized Officer

# AGREEMENT FOR SERVICES

This agreement is entered into by and between LINDBERGH SCHOOLS DISTRICT ("Lindbergh") and the ST. LOUIS PUBLIC SCHOOLS ("St. Louis"), pursuant to Section 70.220 RSMo.

1. Lindbergh agrees to administer the St. Louis Regional Program for Exceptionally Gifted Students ("PEGS"), providing an educational program for CLAIRE EILER that meets all requirements of state law and Lindbergh.

2. In consideration of said services St. Louis agrees to pay Lindbergh **$5700** as tuition for the above student. Tuition will be payable in two (2) equal payments, one-half by September 1 and one-half by February 1.

3. Upon request, Lindbergh further agrees to certify to St. Louis a copy of the 2011-2012 budget for the PEGS program.

4. This Agreement shall be deemed accepted and entered into in St. Louis County, Missouri.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day of _____, 2011.

LINDBERGH SCHOOLS

By: Michelle Ryan

Authorized Officer

ST. LOUIS PUBLIC SCHOOLS

By: _____

Authorized Officer

# AGREEMENT FOR SERVICES

This agreement is entered into by and between LINDBERGH SCHOOLS DISTRICT ("Lindbergh") and the ST. LOUIS PUBLIC SCHOOLS ("St. Louis"), pursuant to Section 70.220 RSMo.

1. Lindbergh agrees to administer the St. Louis Regional Program for Exceptionally Gifted Students ("PEGS"), providing an educational program for AIDAN KELLY that meets all requirements of state law and Lindbergh.

2. In consideration of said services St. Louis agrees to pay Lindbergh **$5700** as tuition for the above student. Tuition will be payable in two (2) equal payments, one-half by September 1 and one-half by February 1.

3. Upon request, Lindbergh further agrees to certify to St. Louis a copy of the 2011-2012 budget for the PEGS program.

4. This Agreement shall be deemed accepted and entered into in St. Louis County, Missouri.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day of _____, 2011.

LINDBERGH SCHOOLS

By: Michelle Ryder

Authorized Officer

ST. LOUIS PUBLIC SCHOOLS

By: _____

Authorized Officer

# AGREEMENT FOR SERVICES

This agreement is entered into by and between LINDBERGH SCHOOLS DISTRICT ("Lindbergh") and the ST. LOUIS PUBLIC SCHOOLS ("St. Louis"), pursuant to Section 70.220 RSMo.

1. Lindbergh agrees to administer the St. Louis Regional Program for Exceptionally Gifted Students ("PEGS"), providing an educational program for SAVANNAH SOWELL that meets all requirements of state law and Lindbergh.

2. In consideration of said services St. Louis agrees to pay Lindbergh **$5700** as tuition for the above student. Tuition will be payable in two (2) equal payments, one-half by September 1 and one-half by February 1.

3. Upon request, Lindbergh further agrees to certify to St. Louis a copy of the 2011-2012 budget for the PEGS program.

4. This Agreement shall be deemed accepted and entered into in St. Louis County, Missouri.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day of _____, 2011.

LINDBERGH SCHOOLS

By: Michelle Ryan

Authorized Officer

ST. LOUIS PUBLIC SCHOOLS

By: _____

Authorized Officer

# AGREEMENT FOR SERVICES

This agreement is entered into by and between LINDBERGH SCHOOLS DISTRICT ("Lindbergh") and the ST. LOUIS PUBLIC SCHOOLS ("St. Louis"), pursuant to Section 70.220 RSMo.

1. Lindbergh agrees to administer the St. Louis Regional Program for Exceptionally Gifted Students ("PEGS"), providing an educational program for SOPHIE SOWELL that meets all requirements of state law and Lindbergh.

2. In consideration of said services St. Louis agrees to pay Lindbergh **$5700** as tuition for the above student. Tuition will be payable in two (2) equal payments, one-half by September 1 and one-half by February 1.

3. Upon request, Lindbergh further agrees to certify to St. Louis a copy of the 2011-2012 budget for the PEGS program.

4. This Agreement shall be deemed accepted and entered into in St. Louis County, Missouri.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day of _____, 2011.

LINDBERGH SCHOOLS

By: Michelle Ryan

Authorized Officer

ST. LOUIS PUBLIC SCHOOLS

By: _____

Authorized Officer

# BOARD RESOLUTION

**Date:** June 7, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

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

**Agenda Item :** 06-20-11-43

**Information:** ☐

**Action:** ☒

**Action to be Approved: Contract Renewal**

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

**Previous Board Resolution #** 06-24-10-33

**Prior Year Cost** $ 200,000.00

**SUBJECT:** To approve the sole source contract renewal with Touchpoint Autism Services to provide placement services for students with autism. Touchpoint Autism will provide services for the period July 1, 2011 through June 30, 2012 at a cost not to exceed $66,000.00.

**BACKGROUND:** Touchpoint Autism Services provides a programmatic option for our most complex students with autism that demonstrate safety concerns to themselves and others after exhausting all interventions in less restrictive programs across the continuum of service. Presently there is one student that requires this level of intervention. The goal is to improve student behavior in an educational setting.

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

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

| | | |
|---|---|---|
| **Fund Source:** 828-00-272-1249-6311 | Non-GOB | **Requisition #:** |
| **Amount:** $66,000.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $66,000.00 | ☒**Pending Funding Availability** | **Vendor #: 600013928** |

**Department: Student Support Services**

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

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

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

**Revised 09/27/2010**

Reviewed By:

# Vendor Performance Report

| | |
|---|---|
| **Type of report: Final XX Quarterly ☐** | **Report Date: June 2, 2011** |
| **Dept / School: Special Education** | **Reported By: Dr. Chip Jones** |
| **Vendor: Touchpoint Autism Services** | **Vendor #: 600013928** |
| **Contract # / P.O/ #:** | **Contract Name: Placement Services for Autism Students** |
| **Contract Amount: $ 200,000** | **Award Date: 06/24/10** |
| **Purpose of Contract (Brief Description): Placement services for students with autism.** | |

**Performance Ratings:** Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (*please attach additional sheets if necessary*). **Ratings** 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory

| Category | Rating | Comments (Brief) |
|---|---|---|
| **Quality of Goods / Services** | **5 +**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Timeliness of Delivery or Performance** | **5**<br>**4 +**<br>**3**<br>**2**<br>**1** | |
| **Business Relations** | **5 +**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Customer Satisfaction** | **5 +**<br>**4**<br>**3**<br>**2**<br>**1** | |
| **Cost Control** | **5**<br>**4 +**<br>**3**<br>**2**<br>**1** | |
| **Average Score** | 4.6 | Add above ratings: divide the total by the number of areas being rated. |

Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.

**Please Check Yes X No ☐**

## VENDOR PERFORMANCE REPORT INSTRUCTIONS

| | |
|---|---|
| **Type of report** | Identify if this is a final report or a quarterly report (3 months) |
| **Report Date** | The date the report is prepared |
| **Department** | Indicate the name of the reporting department |
| **Reported By** | Please sign your name |
| **Vendor** | Enter the vendor's name |
| **Vendor Number** | Enter the vendor's assigned number |
| **Contract # / PO #** | Enter the assigned contract # or the purchase order # for the goods or services being reported |
| **Contract Name** | The official name used when the contract was solicited |
| **Contract Amount** | The total dollar value of the contract: the amount listed on the Board Resolution |
| **Award Date** | Enter the date that the Board approved this contract |
| **Contract Description** | Provide a brief description of the work being done under the contract |
| **Performance Ratings** | In the comment column provide the rationale for the rating you give<br>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 |

# REQUEST FOR SOLE SOURCE PURCHASE

| | |
|---|---|
| **Requestor:** Dr. Chip Jones | **Date:** June 2, 2011 |
| **Department / School:** | **Phone Number:** |
| *Definition: Sole Source is a good or service that is only available from one (1) source (vendor manufacturer, etc...)* | |
| **Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)** | |
| Assessment, diagnostic instruction, stabilization and transition planning toward less restrictive placements for our most complex students with autism. | |
| **Vendor Name:** Touchpoint Autism Services | **Email:** |
| **Vendor Contact:** | **Phone Number** |
| **Justification Information** | |
| **1. Why the uniquely specified goods are required?** | |
| We need a programmatic option for our most complex students with autism that demonstrates safety concerns for self and others. The students in this category cannot be placed in any of the identified private day placement programs that the District has identified. Touchpoint is the only vendor that the District has identified that can provide the necessary services for these students. | |
| **2. Why good or services available from other vendors /competitors are not acceptable?** | |
| There are no other vendors within the region that possess the specialized skill/expertise/experience as it relates to the most complex students with autism that demonstrate safety concerns to self and others. | |
| **3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)** | |
| | |
| **4. List the Names of other Vendors contacted & Price Quotes:** | |
| | |
| *I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.* | |
| **Your sole source request will not be approved without the required signatures below:** | |
| | |
| Department Head | Date |
| | |
| CFO | Date |
| | |
| Superintendent | Date |

**Sole Source Checklist**

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers.

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

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor).

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

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

- Complete Emergency Purchase Form.

2. If the Sole Source Criteria is met, then complete the Sole Source Form;
3. If the Sole Source Criteria are not met, then the item must be bid.

# BOARD RESOLUTION

**Date:** June 7, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

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

**Agenda Item :** 06-30-11-44

**Information:** ☐

**Action:** ☒

**Action to be Approved:** Contract Renewal

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

**Previous Board Resolution #** 06-24-10-41

**Prior Year Cost** $ 495,000.00

**SUBJECT:** To approve a contract renewal with Alternatives Unlimited to provide short-term alternative day placement services beginning July 1, 2011 through June 30, 2012 at a cost not to exceed $501,600.00.

**BACKGROUND:** Alternatives Unlimited will provide, on an "as needed" basis, short-term alternative day placement services to students with disabilities as identified by their Individual Education Program (IEP). The services will include specialized instruction and therapy, and IEP implementation provided at sites and times as directed by the Office of Special Education. The pricing is based on the Alternatives Unlimited response to the RFP for private day placement services.

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

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

| | | |
|---|---|---|
| **Fund Source:** 828-00-272-1232-6311 | Non-GOB | **Requisition #:** |
| **Amount:** $501,600.00 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $501,600.00 | ☒ **Pending Funding Availability** | **Vendor #: 600008393** |

**Department: Student Support Services**

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

Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Revised 09/27/2010

Reviewed By:

# Vendor Performance Report

| | |
|---|---|
| **Type of report: Final XX Quarterly ☐** | **Report Date: June 2, 2011** |
| **Dept / School: Special Education** | **Reported By: Dr. Chip Jones** |
| **Vendor: Alternatives Unlimited** | **Vendor #: 4500149140** |
| **Contract # / P.O/ #:** | **Contract Name: Alternative Day Placement Services** |
| **Contract Amount: $ 495,000.00** | **Award Date: 0June 24, 2010** |
| **Purpose of Contract (Brief Description):To provide on an "as needed basis", short term alternative day placement services to students with disabilities.** | |

**Performance Ratings:** Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (*please attach additional sheets if necessary*). **Ratings** 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory

| Category | Rating | Comments (Brief) |
|---|---|---|
| **Quality of Goods / Services** | **5 +<br>4<br>3<br>2<br>1** | |
| **Timeliness of Delivery or Performance** | **5 +<br>4<br>3<br>2<br>1** | |
| **Business Relations** | **5 +<br>4<br>3<br>2<br>1** | |
| **Customer Satisfaction** | **5 +<br>4<br>3<br>2<br>1** | |
| **Cost Control** | **5<br>4 +<br>3<br>2<br>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 XX No ☐**

## VENDOR PERFORMANCE REPORT INSTRUCTIONS

| | |
|---|---|
| **Type of report** | Identify if this is a final report or a quarterly report (3 months) |
| **Report Date** | The date the report is prepared |
| **Department** | Indicate the name of the reporting department |
| **Reported By** | Please sign your name |
| **Vendor** | Enter the vendor's name |
| **Vendor Number** | Enter the vendor's assigned number |
| **Contract # / PO #** | Enter the assigned contract # or the purchase order # for the goods or services being reported |
| **Contract Name** | The official name used when the contract was solicited |
| **Contract Amount** | The total dollar value of the contract: the amount listed on the Board Resolution |
| **Award Date** | Enter the date that the Board approved this contract |
| **Contract Description** | Provide a brief description of the work being done under the contract |
| **Performance Ratings** | In the comment column provide the rationale for the rating you give<br>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:** June 7, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

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

**Agenda Item :** 06-30-11-45

**Information:** ☐

**Action:** ☒

**Action to be Approved:** Contract

**RFP/Bid #** RFP 035-1011

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

**SUBJECT:** To approve contracts for private nursing services to be provided for the period July 1, 2011 through June 30, 2012 with multiple vendors (listed below) at a total combined cost not to exceed $171,080.00. The contracts are to be written for three years to be renewed annually at the option of the Board.

**BACKGROUND:** An RFP was completed to identify the most qualified vendors and to have the vendors compete on cost. The agencies listed below were selected by our panel. The agencies will provide, on an "as needed" basis, private nursing services to students with disabilities as identified by their Individual Education Program (IEP). Services are to include the provision of a Missouri licensed Registered Nurse or Licensed Practical Nurse to provide personal nursing services. All services are to be provided at sites and times as directed by the Office of Special Education.

Supplemental Health Care and Maxim Staffing Solutions are the selected agencies.

**Accountability Plan Goals:** Goal I: Student Performance **Objective/Strategy:** I.D.

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

| | | |
|---|---|---|
| **Fund Source:** 828-MZ-140-2132-6319 | Non-GOB | **Requisition #:** |
| **Amount:** $171,080.00 | | |
| **Fund Source:** 828-00-272-1511-6319 | Non-GOB | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** 828-00-222-1225-6319 | Non-GOB | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $171,080.00 | ☒**Pending Funding Availability** | **Vendor #:** Various |

**Department:** Student Support Services

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

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

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

Revised 09/27/2010

Reviewed By:

| | | | |
|---|---|---|---|
| AM | KAA | | |

# RFP Evaluation Summary

## Private Nursing Services

| Name of Vendor | Evaluation Pts Total | Ranking (1,2,3, etc) | Comments |
|---|---|---|---|
| Maxim Staffing Solutions | 72 | 2 | |
| Elite Medical Staffing | 37.5 | 3 | |
| Supplemental Health Care | 85 | 1 | |
| | | | |

# RFP Evaluation Summary

## Private Nursing Services

| Name of Vendor | Evaluation Pts Total | Ranking (1,2,3, etc) | Comments |
|---|---|---|---|
| Maxim Staffing Solutions | 72 | 2 | |
| Elite Medical Staffing | 37.5 | 3 | |
| Supplemental Health Care | 85 | 1 | |
| | | | |

# BOARD RESOLUTION

**Date:** June 6, 2011

**To:** Dr. Kelvin R. Adams, Superintendent

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

**Agenda Item :** 06-30-11-46

**Information:** ☐

**Action:** ☒

**Action to be Approved: Contract**

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

**SUBJECT:** To approve a contract with the Marriott St. Louis Airport for services (facilities, parking, continental breakfast and lunch) related to the Summer Leadership Academy for Principals. The session will begin July 27, 2011 and end July 29, 2011. The cost should not exceed $28,999.98.

**BACKGROUND:** Principals of St. Louis Public Schools will participate in targeted professional development during the academy focusing on components for AYP and accreditation. The District's professional development facilities cannot accommodate the number of break out sessions and whole group activities needed for the training.

**Accountability Plan Goals:** Goal II: Highly Qualified Staff **Objective/Strategy:** II.A.

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

| | | |
|---|---|---|
| **Fund Source:** 825-FM-730-2331-6319 | Non-GOB | **Requisition #:** |
| **Amount:** $28,999.98 | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Fund Source:** | | **Requisition #:** |
| **Amount:** | | |
| **Cost not to Exceed:** $28,999.98 | ☐ **Pending Funding Availability** | **Vendor #:** 600014533 |

**Department:** Professional Development

Audrey Jackson

**Audrey Jackson, Dir., Professional Development**

Carlinda Purcell

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

**Angela Banks, Budget Director**

**Enos Moss, CFO/Treasurer**

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

**Revised 09/27/2010**

Reviewed By:

| | | | |
|---|---|---|---|
| JM | KM | | |

Requisition #: _____ Vendor #: 600014533

CONSULTANT SERVICE AGREEMENT
BETWEEN
Special Administrative Board of the
Transitional School District of the City of St. Louis
AND
"Marriott St. Louis Airport"

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 2nd day of June, 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 **"Marriott St. Louis Airport"** (hereinafter "Consultant"). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 52-10526-60

Address: 10700 Pear Tree Lane, St. Louis, Missouri 63134
Contact Person: Eric Casper

Telephone Number: 314-423-9700

**WHEREAS**, the District 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 District; and

**WHEREAS**, the District 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 District and Consultant agree as follows:

1. **TERM:** The Consultant shall commence performance of this Agreement on the **27th Day of July 2011**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **29 Day of July2011**.

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 **$ 28,999.98** 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: | **Audrey Jackson** |
| (b) | Satisfactory completion of work outlined in the Scope of services as determined and certified by: | **Audrey Jackson** |
| (c) | Verification of the receipt of all documents produced by Consultant pursuant to the Scope of Services by: | **Audrey Jackson** |

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 spokesperson 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 District and the District'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 District or any officers, directors, servants, employees, or agents of the District on account of or resulting from injury, or claim of injury to person or property (including but not limited to consultant and/or its agents) 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 District 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 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 District at its option, may: (a) require Consultant to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Consultant for Services, unless and until Services are corrected and performed satisfactorily; (c) require Consultant to reimburse the District 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 District 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 District 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. The Consultant shall provide a certificate of insurance evidencing the coverage required in Attachment A.

14. **TERMINATION**

    a. **Termination without Cause.** The District may terminate this Agreement without cause by 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 – JURDISDICTION** 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 District's representative, **Sheila Smith-Anderson**, 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 District administrators, officers and employees as directed or as may be necessary or appropriate.

17. **E-VERIFICATION** Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars ($5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify) as set out in **ATTACHMENT B**. Compliance with provision requires completion of **ATTACHMENT C.**

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

19. **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.

20. **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

21. **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 District: | The Special Administrative Board of the Transitional School District of the City of St. Louis<br>801 North 11th Street<br>St. Louis, MO 63101<br>Attn: Superintendent-Legal Notice Enclosed |
| To Consultant: | Marriott St. Louis Airport<br>10700 Pear Tree Lane<br>St. Louis, Missouri 63134<br><br>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.

22. **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.

23. **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.

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

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

26. **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.

27. **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.

28. **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 District policies and regulations.

29. **INDEPENDENT CONTRACTOR** The District 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 District. Consultant shall have no authority to assume or incur any obligation or responsibility, or make any warranty for, on behalf of the District, or to attempt to bind the District 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.

**30. 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.

31. **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 District. 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 District, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the District for whatever use it desires, and nothing contained herein shall be deemed to constitute a license or franchise in the District.

32. **INFRINGEMENT** Consultant warrants to the District 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 District 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.

33. **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 District's property and shall be used only in connection with the Services provided to the District.

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

35. **AUTHORIZATION:** this Agreement is authorized by:

☒ **Board Resolution #**_____, attached hereto.

Or

☐ **Other.** Please describe and attach appropriate documentation

Or under $5,000

☐ **Emergency Request**

**MARRIOTT ST. LOUIS AIRPORT**
**10700 PEAR TREE LANE**
**ST. LOUIS, MISSOURI 63134**

**By:**_____

**Title:** Consultant

**Date:** _____

**Tax I.D. No** 52-10526-60

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

**By:**_____

**Title:**_____

**Date:**_____

## ATTACHMENT A

## SCOPE OF SERVICES

☒ **Marriott St. Louis Airport will provide the following services for Summer Leadership Academy (SLA):**

- **Facilities**
- **Parking**
- **Continental Breakfast and Lunch**

**- for Principal training (July 27, 2011 through July 29, 2011).**

☒ **Insurance Coverage**

| | |
|---|---|
| Comprehensive General Liability: | $1,000,000 per occurrence |
| Automotive Liability: | $500,000 per occurrence |
| Workers Compensation: | Statutory Limit |
| Employer's Liability: | $500,000.00 (If applicable) |
| 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 DISTRICT

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

**FOR OFFICE USE ONLY**

Vendor# _____ Requisition# _____

Purchase Order # _____ Board Resolution# _____

ATTACHMENT B

## FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars ($5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;

b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;

c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;

d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;

e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and

g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By :_____( signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

ATTACHMENT C

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 200___.

_____
NOTARY PUBLIC

My commission expires: