













# BOARD RESOLUTION

Date: March 23, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-08

Information: ☐

Action: ☒

Action to be Approved: Purchase of Good (s)

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

**SUBJECT:** To approve a purchase from Houghton Mifflin Harcourt, a subsidiary of Riverside Publishing Company for psychological and educational assessment and evaluation test kits, supplemental protocols and scoring software for use by school psychological educational assessment services personnel and school social workers district-wide extending into the 2011-2012 school year. The cost will not exceed \$8,901.15.

**BACKGROUND:** This purchase is in alignment with the District's Accountability Plan - Differentiated Instruction and Supplemental Program: Objectives 131, 132, 138 and 139. It will ensure that all resident children with disabilities receive comprehensive services, as required by the Individuals with Disabilities Education Act (IDEA) and Chapter 162, RSMo, through an integrated component of the District's educational program.

In prior years, consumed materials were not replaced in sufficient quantities. For this reason, it is necessary to make this purchase.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 1.1D

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

Fund Source: 828-00-271-2332-6412	Non-GOB	Requisition #: 10123303
Amount: \$8,901.15		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount: \$8,901.15		
Cost not to Exceed:	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600002510

Department: Academic 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

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# REQUEST FOR SOLE SOURCE PURCHASE

<b>Requestor: Joseph 'Chip' Jones</b>	<b>Date: March 4, 2011</b>
<b>Department / School: Special Education</b>	<b>Phone Number: 314-345-2250</b>
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
<b>Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)</b>	
Goods are sold only through this vendor and trademark and copyright law protected.	
<b>Vendor Name: Riverside Publishing Co.</b>	<b>Email: <a href="http://www.riversidepublishing.com">www.riversidepublishing.com</a></b>
<b>Vendor Contact: Customer Service</b>	<b>Phone Number 800-323-9540</b>
<b>Justification Information</b>	
<b>1. Why the uniquely specified goods are required?</b>	
Goods used to conduct psychological educational assessments for the purpose of identifying students disabilities.	
<b>2. Why good or services available from other vendors /competitors are not acceptable?</b>	
Materials are sold through their publishing company. They are protected through trademark and copyright laws. The majority of the materials are not available through competitor publishers. Those that are available are at higher per-unit prices.	
<b>3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)</b>	
Products purchased from the 2010 Riverside Publishing Clinical and Special Needs Assessments catalogue are given a 5% discount-Code: RPCNASP1PB.	
<b>4. List the Names of other Vendors contacted &amp; Price Quotes:</b>	
Less than one half of the products listed with Riverside Publishing are not available through competitor publishing companies.	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
<b>Your sole source request will not be approved without the required signatures below:</b>	
 Department Head	Date
 CFO	Date
Superintendent	Date

*JKE*

## 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 is not met, then the item must be bid.



## HOUGHTON MIFFLIN HARCOURT

## SALES QUOTE

School, Trade & Reference, International Publishers, Holt McDougal,  
Riverside Publishing, Great Source, Rigby, Saxon, Steck-Vaughn, Learning Technology, Heinemann

**Sold To: 158688**  
ST LOUIS CITY PUBLIC SCH DIST  
801 N 11TH ST  
SAINT LOUIS MO 63101-1015

**Bill To: 158688**  
ST LOUIS CITY PUBLIC SCH DIST  
801 N 11TH ST  
SAINT LOUIS MO 63101-1015

**Ship to: 239725**  
MCKINLEY-CLASSICAL JR ACADEMY  
2156 RUSSELL BLVD  
SAINT LOUIS MO 63104-2607

## Quote Information

Purchase Order No.  
QUOTE 040111  
Order No. / Date 20124028 04/01/2011  
Valid To 12/31/2011  
  
Customer No. 158688  
Quote Amount \$8,901.15  
Incoterms SHIPPING POINT  
Payment Terms Within 30 days Due net

We assume no responsibility for safe delivery of shipments by mail unless insured. All claims for allowance for shortages, etc. must be made immediately upon receipt of goods and invoice.

Riverside Federal ID # 04-2670173

Quote Message:

## QUOTE DETAILS - unit net price may be rounded

Material No.	ISBN 13 ISBN 10	Product	Quantity	List	Discount	Unit Net	Net Price
923537	978-078297190-3 0-782-97190-3	WJIII ACH-A REV TR25/SRB25 PKG	5	\$93.00	5.05%	\$88.30	\$441.50
923607	978-078297193-4 0-782-97193-8	WJIII COG REV TR25/SRB25 PKG	2	\$95.00	5.05%	\$90.20	\$180.40
925157		YCAT YNG CHILD ACHIV TST KIT	5	\$240.00	5.05%	\$227.88	\$1,139.40
1431152		CTONI-2 KIT	2	\$418.00	5.05%	\$396.89	\$793.78

Send Inquiries To:  
Riverside Publishing  
3800 Golf Road Suite 200  
Rolling Meadows IL 60008  
800-323-9540 or 630-467-7000 (Customer Service)

SUBJECT TO TERMS AND CONDITIONS AT [http://www.hmhco.com/purchase\\_terms/](http://www.hmhco.com/purchase_terms/)



# HOUGHTON MIFFLIN HARCOURT

School, Trade & Reference, International Publishers, Holt McDougal,  
Riverside Publishing, Great Source, Rigby, Saxon, Steck-Vaughn, Learning Technology, Heinemann

Sales Quote# 20124028

## QUOTE DETAILS - unit net price may be rounded

Material No.	ISBN 13 ISBN 10	Product	Quantity	List	Discount	Unit Net	Net Price
1431168		CTONI-2 EXAMINER'S RECORD FORMS (25)	8	\$49.00	5.04%	\$46.53	\$372.24
1402190		EARLY SB5 KIT W/SCORING PRO	1	\$508.00	5.05%	\$482.35	\$482.35
1402187		EARLY SB5 RECORD FORM PKG 25	5	\$72.00	5.06%	\$68.36	\$341.80
1048342		CONNERS 3 KIT W SW	1	\$600.00	5.05%	\$569.70	\$569.70
1043740		PTONI COMPLETE KIT	5	\$215.00	5.05%	\$204.14	\$1,020.70
1043743		PTONI EXAMINER/RECORD FORMS (25)	6	\$49.00	5.04%	\$46.53	\$279.18
1048370		CONNERS 3 GLOBAL INDEX USER PKG	1	\$175.00	5.05%	\$166.16	\$166.16
1048371		CONNERS 3 ADHD INDEX USR PKG	1	\$220.00	5.05%	\$208.89	\$208.89
1049156		CONNERS 3 PARNT RB 25	5	\$45.00	5.04%	\$42.73	\$213.65
1049157		CONNERS 3 TEACHER RB 25	6	\$45.00	5.04%	\$42.73	\$256.38
1049159		CONNERS 3 SELF RB 25	6	\$45.00	5.04%	\$42.73	\$256.38
1048373		CONNERS 3 PARNT FRM 25	5	\$50.00	5.06%	\$47.47	\$237.35
1048374		CONNERS 3 TEACHER FRM 25	6	\$50.00	5.04%	\$47.48	\$284.88
1048375		CONNERS 3 SELF FRM 25	6	\$50.00	5.04%	\$47.48	\$284.88
1048379		CONNERS 3 TEACHER SHFRM 25	5	\$50.00	5.06%	\$47.47	\$237.35
1048380		CONNERS 3 SELF SHFRM 25	6	\$50.00	5.04%	\$47.48	\$284.88

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**HOUGHTON MIFFLIN HARCOURT**

School, Trade & Reference, International Publishers, Holt McDougal,  
Riverside Publishing, Great Source, Rigby, Saxon, Steck-Vaughn, Learning Technology, Heinemann

Sales Quote# 20124028

**QUOTE DETAILS - unit net price may be rounded**

Material No.	ISBN 13 ISBN 10	Product	Quantity	List	Discount	Unit Net	Net Price
1048385		CONNERS 3 GI TEACHER FRM 25	4	\$50.00	5.04%	\$47.48	\$189.92

<b>Subtotal</b>	<b>\$8,241.77</b>
<b>Taxes</b>	<b>\$0.00</b>
<b>Shipping Service Fee</b>	<b>\$659.38</b>
<b>Quote Amount</b>	<b>\$8,901.15</b>

Send Inquiries To:  
Riverside Publishing  
3800 Golf Road Suite 200  
Rolling Meadows IL 60008  
800-323-9540 or 630-467-7000 (Customer Service)

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# BOARD RESOLUTION

Date: April 14, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-09

Information: ☐

Action: ☒

Action to be Approved: RFP/Bid

RFP/Bid # 011-1011

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

**SUBJECT:** To approve a contract with EDMIN, Inc. to provide an annual assessment management software license, test bank license, and support services (i.e. user administration site, professional development). The contract will be for the period May 6, 2011 through June 30, 2012 with an option to renew for up to three additional years. The cost is not to exceed \$500,000 which includes a ten percent contingency for changes and additional programming.

**BACKGROUND:** This assessment management system will provide formative benchmark assessments for high school and performance monitoring and reporting capability for grades K-12. This system will replace the Schoolnet system we have been using for the past several years.

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: 984-00-110-2822-6319	GOB	Requisition #:
Amount: \$500,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$500,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: TBD

Department: Accountability

Requestor: Cleopatra Figgures

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Cleopatra Figgures, Dep. Supt., Accountability

Dr. Kelvin R. Adams, Superintendent

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

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

February 28, 2011

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

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

The AAC discussed their findings and recommended that EDMIN be considered as the main Assessment Management System for further consideration. Conversations were held with additional central office administrators and a demonstration of the EDMIN Assessment Management System was held with the Educational Leadership Team and key central office administrators. Another vendor, currently hired by the district and running a pilot program in the district was also requested to demonstrate to the same group. Overall, the group rated EDMIN as good. Based on these finding, the SAB will be asked for their approval to enter contract negotiations with EDMIN as the grade K-12 Assessment Management System vendor for the St. Louis Public Schools.

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





# BOARD RESOLUTION

Date: April 13, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-10

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 07-06-10-05

Prior Year Cost \$398,133.00

**SUBJECT:** To approve a sole source contract renewal with CTB/McGraw-Hill to purchase and administer the TerraNova 3 norm-reference assessments for grades kindergarten through grade two. The renewal includes the purchase of test booklets, online testing, scoring, online and paper reporting, and professional development. The contract is for the period July 1, 2011 to June 30, 2012 for a cost not to exceed \$265,000.00.

**BACKGROUND:** In 2009, the District entered into a contract with CTB/McGraw-Hill to purchase TerraNova 3 nationally normed assessments. The TerraNova 3 assessment is administered for grades kindergarten through grade two and provides longitudinal diagnostic data for instructional planning, placement, research grants and program evaluation.

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 #: 600000498
Amount: \$265,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$265,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600000498

Department: Accountability

Requestor: Cleopatra Figgures

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Cleopatra Figgures, Dep. Supt., Accountability

Dr. Kelvin R. Adams, Superintendent

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# REQUEST FOR SOLE SOURCE PURCHASE

<b>Requestor: Bertha P. Doar</b>	<b>Date: April 7, 2011</b>
<b>Department / School: Accountability and Assessment</b>	<b>Phone Number: 345-2360</b>
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
<b>Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)</b>	
The TerraNova 3 assessment is administered at kindergarten through grade eight, the TerraNova 3 assessment provides longitudinal diagnostic data for instructional planning, research grants and program evaluation	
<b>Vendor Name: CTB McGraw/Hill</b>	<b>Email: Dennis Bullard@ctb.com</b>
<b>Vendor Contact: Dennis Bullard</b>	<b>Phone Number: 816-554-2282</b>
<b>Justification Information</b>	
<b>1. Why the uniquely specified goods are required?</b>	
The only nationally-normed achievement assessment currently in use in the District with established longitudinal data for instructional monitoring and program evaluation.	
<b>2. Why good or services available from other vendors /competitors are not acceptable?</b>	
Different vendors cannot continue the uniformity of the longitudinal data collection and maintain uniformity and consistency of data used for program and grant evaluation.	
<b>3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)</b>	
Provides student performance data used for academic program evaluation; Standard 8.1 compliance, and information for Standard 9.1, student performance for national comparisons.	
<b>4. List the Names of other Vendors contacted &amp; Price Quotes:</b>	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
<b>Your sole source request will not be approved without the required signatures below:</b>	
Department Head	Date
CFO	Date
Superintendent	Date



## Vendor Performance Report

<b>Type of report:</b> Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		<b>Report Date:</b> April 8, 2011
<b>Dept / School:</b> Accountability/Assessment		<b>Reported By:</b> Bertha Doar
<b>Vendor:</b> CTB McGraw/Hill		<b>Vendor #:</b> 600000498
<b>Contract # / P.O. / #:</b> 4500148593		<b>Contract Name:</b> TerraNova 3
<b>Contract Amount:</b> \$ 420,000.00		<b>Award Date:</b> 5/28/2009
<b>Purpose of Contract (Brief Description):</b> Norm Reference Assessment; results used for academic program and grant evaluation		
<b>Performance Ratings:</b> Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings ( <i>please attach additional sheets if necessary</i> ). <b>Ratings</b> 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
<b>Category</b>	<b>Rating</b>	<b>Comments (Brief)</b>
<b>Quality of Goods / Services</b>	5 X 3 2 1	
<b>Timeliness of Delivery or Performance</b>	5 X 3 2 1	
<b>Business Relations</b>	5 X 3 2 1	
<b>Customer Satisfaction</b>	X 4 3 2 1	
<b>Cost Control</b>	5 4 X 2 1	
<b>Average Score</b>	4.0	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

## VENDOR PERFORMANCE REPORT INSTRUCTIONS

<b>Type of report</b>	Identify if this is a final report or a quarterly report (3 months)
<b>Report Date</b>	The date the report is prepared
<b>Department</b>	Indicate the name of the reporting department
<b>Reported By</b>	Please sign your name
<b>Vendor</b>	Enter the vendor's name
<b>Vendor Number</b>	Enter the vendor's assigned number
<b>Contract # / PO #</b>	Enter the assigned contract # or the purchase order # for the goods or services being reported
<b>Contract Name</b>	The official name used when the contract was solicited
<b>Contract Amount</b>	The total dollar value of the contract: the amount listed on the Board Resolution
<b>Award Date</b>	Enter the date that the Board approved this contract
<b>Contract Description</b>	Provide a brief description of the work being done under the contract
<b>Performance Ratings</b>	In the comment column provide the rationale for the rating you give Indicate the contract requirements that were exceeded, were not exceeded, or were not met by the vendor

### Performance Ratings Guidelines

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

### Performance Categories Descriptions

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





## BOARD RESOLUTION

Date: April 14, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-1

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 04-29-10-05

Prior Year Cost \$152,000.00

**SUBJECT:** To approve a contract renewal with The Achievement Commitment Excellence Learning Centers (ACE) to provide the alternative summer school program for the period June 6, 2011 to June 30, 2011 in an amount not to exceed \$152,000. The cost of the renewal contract is included in the \$2,000,000 proposed cost of the summer school program.

**BACKGROUND:** The Achievement Commitment Excellence Learning Center (ACE) will provide an alternative summer program to serve student referrals identified by the Innovative Pathways Division. The ACE Learning Center will provide 300 slots @ \$506.67 per slot or \$152,000.00.

The proposed summer school centers are: Beaumont (75) Gateway Annex (75) Northwest (75) Blow (75)

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 1.1A

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


Fund Source:	GOB	Requisition #:
Amount: \$152,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$152,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600007614

Department: Academic Services

  
Debra Falkiner, Director, Office of Parent & Student Engagement

  
Dr. Carlinda Purcell, Dep. Supt., Academics

  
Angela Banks, Interim Budget Director

  
Enos Moss, CFO/Treasurer

  
Dr. Kelvin R. Adams, Superintendent

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# BOARD RESOLUTION

Date: April 11, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-12

Information: ☐

Action: ☒

Action to be Approved: Contract

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

**SUBJECT:** To approve a contract for the purchase of consulting services with the SEK Group to provide professional development for school staff and instructional integration of Academics. The contract is for the period May 6, 2011 to June 30, 2011 at a cost not to exceed \$4,500.

**BACKGROUND:** The services are being provided to the staff at Clyde C. Miller High School. SEK Group has been successful in providing instructional integration of Academics in the past at Clyde C. Miller as well as other schools.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: Objective A

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

Fund Source: 117-AD-231-1177-6319	Non-GOB	Requisition #: 10123243
Amount: \$4,500.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$4,500.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600013302

Department: Academics

Dr. Dan Edwards, Assoc. Supt., Middle/High Schools

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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Requisition #: 10123243

Vendor #: 600013302

CONSULTANT SERVICE AGREEMENT  
BETWEEN  
Special Administrative Board of the  
Transitional School District of the City of St. Louis  
AND  
"SEK GROUP"

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 6th 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 "SEK GROUP" (hereinafter "Consultant"). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 80-02-15644

Address: 6239 Rosebury 63105

Contact Person: Susan Katzman

Telephone Number: 314-725-8041

**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 **6th Day of May, 2011**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30<sup>th</sup> Day of June, 2011**.
2. **SCOPE OF SERVICES:** The Consultant shall provide services described more fully in Attachment "A" Scope of Services attached hereto, incorporated herein, and made a part of this Agreement ("Scope of Services" or "Services").
3. **PERFORMANCE:** The Consultant agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of Consultant's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Consultant of this responsibility

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of \$ 4,500.00 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:	Stephen D. Warmack
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Stephen D. Warmack
(c)	Verification of the receipt of all documents produced by Consultant pursuant to the Scope of Services by:	Stephen D. Warmack

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 be performed in a professional, good, thorough 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 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) days of receipt of a properly submitted invoice.
- b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or

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

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

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

15. **GOVERNING LAW – JURISDICTION** This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the City of St. Louis, Missouri. Any legal action relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the City of St. Louis, Missouri. The parties expressly agree that no action concerning this Agreement, or an alleged breach thereof, may be commenced anywhere but the City of St. Louis, Missouri.

16. **REPORTING** During the term of this Agreement, Consultant shall report to, and confer with, the District's **Stephen D. Warmack**, 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 11<sup>th</sup> Street  
St. Louis, MO 63101  
Attn: Superintendent-Legal Notice Enclosed

To Consultant:                      Susan Katzman  
6239 Rosebury  
St. Louis, MO 63105  
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.

NAME  
ADDRESS  
CITY, STATE ZIP CODE

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

By: Susan Katzman

By: \_\_\_\_\_

Title: Consultant

Title: \_\_\_\_\_

Date: 2/7/2011

Date: \_\_\_\_\_

Tax I.D. No 80-20-15644

**ATTACHMENT A**

**SCOPE OF SERVICES**

☒ **Consultant Services**

- a. PD for school staff; instructional integration of Academics/CTE
- b. 76 hours @ \$65.00/hour
- c. 38 sessions

☒ **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: April 11, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-13

Information: ☐

Action: ☒

Action to be Approved: Contract

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

**SUBJECT:** To approve a sole source contract for the purchase of consulting services with the SEK Group to provide training for teachers and administrators for the Smaller Learning Communities (SLC) Grant at both Gateway Technical High School and Roosevelt High School. Services will be provided through September 30, 2011 at a cost not to exceed \$3,500.

**BACKGROUND:** The Smaller Learning Communities Grant is designed to focus on personalizing the educational environment for students at large urban high schools. One of the program strategies identified is to train teachers and develop new programs to better support students academically. These programs are designed to create small and more personalized learning environments for students at all levels. This is the first year for the grant at both high schools.

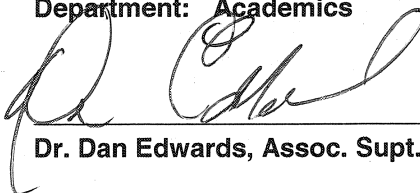
Accountability Plan Goals: Goal I: Student Performance


Objective/Strategy: I.A.

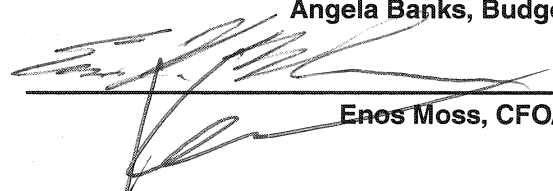
**FUNDING SOURCE:** (ex: 111 Location Code - 00 Project Code -110 Fund Type – 2218 Function– 6411 Object Code)


Fund Source: 816-VM-291-1151-6319	Non-GOB	Requisition #: 10122653
Amount: \$3,500.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$3,500.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600013302

Department: Academics

  
Dr. Dan Edwards, Assoc. Supt., Middle/High Schools

  
Angela Banks, Budget Director

  
Enos Moss, CFO/Treasurer

  
Dr. Kelvin R. Adams, Superintendent

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# REQUEST FOR SOLE SOURCE PURCHASE

<b>Requestor: Dr. Carlinda Purcell</b>	<b>Date: March 29, 2011</b>
<b>Department / School: Secondary Education</b>	<b>Phone Number:</b>
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
<b>Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)</b>	
<b>Vendor Name: SEK Group</b>	<b>Email: www.susan314@charter.net</b>
<b>Vendor Contact: Susan Katzman</b>	<b>Phone Number</b>
<b>Justification Information</b>	
<b>1. Why the uniquely specified goods are required?</b>	
<p>Teacher training and development is a requirement under the grant for Small Learning Communities. The SEK group is providing the support for the implementation and direction for the goals and objectives for the grant.</p>	
<b>2. Why good or services available from other vendors /competitors are not acceptable?</b>	
<p>The SEK group was involved in the design and implementation of the Professional Development programs for Roosevelt and Gateway Technical High Schools as it was outlined in the grant.</p>	
<b>3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)</b>	
<b>4. List the Names of other Vendors contacted &amp; Price Quotes:</b>	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
<b>Your sole source request will not be approved without the required signatures below:</b>	
Debbie Coco, Director for Small Learning Communities Department Head	March 29, 2011  Date
CFO	March 29, 2011  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.

CONSULTANT SERVICE AGREEMENT  
BETWEEN  
Special Administrative Board of the  
Transitional School District of the City of St. Louis  
AND  
"SEK GROUP"

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 6th 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 "SEK GROUP" (hereinafter "Consultant"). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 80-02-15644

Address: 6239 Rosebury 63105

Contact Person: Susan Katzman

Telephone Number: 314-725-8041

**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 **6th Day of May, 2011**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30<sup>th</sup> Day of September, 2011**.
2. **SCOPE OF SERVICES:** The Consultant shall provide services described more fully in Attachment "A" Scope of Services attached hereto, incorporated herein, and made a part of this Agreement ("Scope of Services" or "Services").
3. **PERFORMANCE:** The Consultant agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of Consultant's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Consultant of this responsibility.

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of \$ 3,500.00 upon full completion of services outlined in the scope of services.

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

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

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 be performed in a professional, good, thorough 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 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) days of receipt of a properly submitted invoice.
- b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or

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

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

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

15. **GOVERNING LAW – JURISDICTION** This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the City of St. Louis, Missouri. Any legal action relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the City of St. Louis, Missouri. The parties expressly agree that no action concerning this Agreement, or an alleged breach thereof, may be commenced anywhere but the City of St. Louis, Missouri.

16. **REPORTING** During the term of this Agreement, Consultant shall report to, and confer with, the District's **Dr. Dan Edwards**, 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 11<sup>th</sup> Street  
St. Louis, MO 63101  
Attn: Superintendent-Legal Notice Enclosed

To Consultant:                      Susan Katzman  
6239 Rosebury  
St. Louis, MO 63105  
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.

THE SEK GROUP  
6239 ROSEBURY, 1 WEST  
ST. LOUIS, MO. 63105

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

By: Susan Katzman

Title: Consultant

Date: February 17, 2011

Tax I.D. No 80-0215644

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A**

**SCOPE OF SERVICES**

☒ **Consultant Services**

- a. Training teachers/administrators for the SLC Grant for the time period May 6, 2011 through September 30, 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 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: April 11, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Blake Youde, Dep. Supt., Institutional Advancement

Agenda Item : 05-05-11-14

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

Previous Board Resolution # 06-24-10-25

Prior Year Cost \$50,000.00

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

**SUBJECT:** To approve a sole source renewal contract with Sharon Slane for consulting services and grant writing services to be provided from July 1, 2011 through June 30, 2012 at the cost not to exceed \$50,000.00.

**BACKGROUND:** The consultant will continue to work with the Development Office to design, develop, and submit grant proposals that specifically address District needs and Accountability Plan objectives. Current projects funded through grants: Teaching American History (elementary); Improving Literacy Through School Libraries (Superintendent's Book Club); High School Graduation Initiative; Smaller Learning Communities; Homeless Children and Youth; Success for ELLs; and Columbia Afterschool Reading Retreat. Proposals currently being written include: Improving Literacy Through School Libraries (Superintendent's Middle School Book Club); Professional Development for Arts Educators; Advanced Placement Incentive Program; and 21st Century Community Learning Centers.

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: 973-00-110-2518-6319	GOB	Requisition #:
Amount: \$50,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$50,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600006555

Department: Development Office

Requestor: Linda Riekes

Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

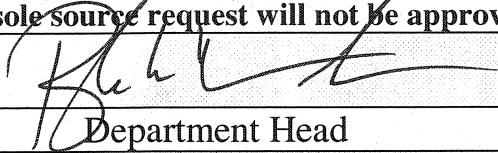
Dr. Kelvin R. Adams, Superintendent

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# REQUEST FOR SOLE SOURCE PURCHASE

<b>Requestor: Linda Riekens</b>	<b>Date: March 30, 2011</b>
<b>Department / School: Development Office</b>	<b>Phone Number: 345-2465</b>
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
<b>Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)</b>	
Dr. Slane has written a number of grants that are still active as well as grant proposals that are currently being considered. Her services relative to both the active grants and the grants that she has submitted on behalf of SLPS is required. In addition, her familiarity with the District and its needs cannot be duplicated.	
<b>Vendor Name: Sharon Slane</b>	<b>Email: sharonslane@charter.net</b>
<b>Vendor Contact:</b>	<b>Phone Number: 314-727-7987</b>
<b>Justification Information</b>	
<b>1. Why the uniquely specified goods are required?</b>	
The award of outside funding is essential in order for the District to fully meet the requirements of the Comprehensive School Improvement Plan (CSIP) and Accountability Plan.	
<b>2. Why good or services available from other vendors /competitors are not acceptable?</b>	
The vendor has developed, over the last 25 years, a unique understanding of the needs of the District and a grasp of the District's internal policies and procedures, enabling extremely efficient turnaround time and outstanding results.	
<b>3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)</b>	
Attached is a list of funded proposals written by the vendor from 1986 through 2011 – more than \$80 million in awards to the District.	
<b>4. List the Names of other Vendors contacted &amp; Price Quotes:</b>	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
<b>Your sole source request will not be approved without the required signatures below:</b>	
	
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.



## Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: March 30, 2011
Dept / School: Development Office		Reported By: Linda Riekes
Vendor: Dr. Sharon Slane		Vendor #: 527-60-7236
Contract # / P.O/ #:		Contract Name: Agreement for Consulting Services
Contract Amount: \$ \$50,000		Award Date:
Purpose of Contract (Brief Description):		
<b>Performance Ratings:</b> Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings ( <i>please attach additional sheets if necessary</i> ). <b>Ratings</b> 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
<b>Category</b>	<b>Rating</b>	<b>Comments (Brief)</b>
<b>Quality of Goods / Services</b>	<b>X5</b>	
	4	
	3	
	2	
	1	
<b>Timeliness of Delivery or Performance</b>	<b>X5</b>	
	4	
	3	
	2	
	1	
<b>Business Relations</b>	<b>X5</b>	
	4	
	3	
	2	
	1	
<b>Customer Satisfaction</b>	<b>X5</b>	
	4	
	3	
	2	
	1	
<b>Cost Control</b>	<b>X5</b>	
	4	
	3	
	2	
	1	
<b>Average Score</b>	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 <input checked="" type="checkbox"/> No <input type="checkbox"/>		

## VENDOR PERFORMANCE REPORT INSTRUCTIONS

<b>Type of report</b>	Identify if this is the final report or a quarterly report (3 months)
<b>Report Date</b>	The date the report is prepared
<b>Department</b>	Indicate the name of the reporting department
<b>Reported By</b>	Please sign your name
<b>Vendor</b>	Enter the vendor's name
<b>Vendor Number</b>	Enter the vendor's assigned number
<b>Contract # / PO #</b>	Enter the assigned contract # or the purchase order # for the goods or services being reported
<b>Contract Name</b>	This is the official name used when the contract was solicited
<b>Contract Amount</b>	The total dollar value of the contract: the amount listed on the Board Resolution
<b>Award Date</b>	Enter the date that the Board approved this contract
<b>Contract Description</b>	Provide a brief description of the work being done under the contract
<b>Performance Ratings</b>	In the comment column provide the rationale for the rating you give
	Indicate the contract requirements that were exceeded, were not exceeded, or were not met by the vendor

### Performance Ratings Guidelines

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

### Performance Categories Descriptions

Category	Description
<b>Quality of Goods and / or Services</b>	Rate the vendor's technical performance or the quality of the product or services delivered under the contract
<b>Timeliness of Delivery or Performance</b>	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
<b>Business Relations</b>	Rate the vendor's professionalism; responsiveness; significantly exceeded expectations; customer service; limited change orders
<b>Customer Satisfaction</b>	Rate the vendor based on feedback you receive from your customers (end-users)
<b>Cost Control</b>	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

# Sharon L. Slane

7227 Colgate  
St. Louis, Missouri 63130  
(314) 727-7987

(314) 727-6783 fax  
sharonslane@sbcglobal.net  
527-60-7236 SS#

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## ***Education:***

Ph.D.	1975 Washington University, St. Louis, Missouri Major: Educational Psychology
M.A.	1966 Northern Arizona University, Flagstaff, Arizona Major: Education
B.S.	1965 Arizona State College, Flagstaff, Arizona Major: Elementary Education

## ***Current Position:***

### ***Educational Consultant***

1986- Present     *Free-lance consultation to schools, universities, publishers, educational associations, educational laboratories, and community service agencies in the areas of program design, development, and evaluation; curriculum design and organization; and proposal writing.*

## ***Other Professional Experience:***

### ***Metropolitan St. Louis Consortium for Educational Renewal***

1994-1995     Coordinator, Metropolitan St. Louis Consortium for Educational Renewal

### ***Mid-continent Regional Educational Laboratory (McREL)***

1984-1985     Assistant Director, Mid-continent Regional Educational Laboratory (McREL)  
1983-1985     Director, Urban Education Network

### ***CEMREL, Inc.***

1981-1983     Director, Urban Education Network  
1978-1980     Director, Training Program for Minorities and Women  
1976-1983     Research and Resource Coordinator, Midwest Regional Exchange  
1976           Development Specialist, Project Information Packages Project  
1975-1975     Project Director, Manpower and Vocational Services Program  
1972-1974     Research Associate

## ***Elementary/Secondary Teaching***

1968-1969     Classroom Teacher, Grade 5, Hemet, California  
1967-1968     Classroom Teacher, Grade 8, Flagstaff, Arizona  
1966-1967     Classroom Teacher, Grade 6, Flagstaff, Arizona

### ***Funded Proposals for St. Louis Public Schools:***

84 grants

\$80.1 million (\$80,116,068)

Average grant = \$953,763

@\$3,204,643/year over 25 years

@3.36 grants/year over 25 years

- St. Louis Success for ELLs Partnership—St. Louis Public Schools (DESE, \$1,330,620 for three years)
- Columbia Afterschool Reading Retreat—St. Louis Public Schools (DESE, \$2,000 for one year)
- High School Graduation Initiative—St. Louis Public Schools (USDOE, \$7,188,023 for five years)
- Smaller Learning Communities—St. Louis Public Schools (USDOE, \$3,981,339 for five years)
- Superintendent's Book Club—St. Louis Public Schools (USDOE, \$471,242 for one year)
- St. Louis Elementary Counseling Initiative—St. Louis Public Schools (USDOE, \$1,191,735 for three years)
- Homeless Children and Youth 2010—St. Louis Public Schools (DESE, \$149,915 for one year)
- Safe Schools Grant, Year 4 Continuation—St. Louis Public Schools (DESE, \$24,964)
- Teaching American History—St. Louis Public Schools (USDOE, \$1,305,735 for five years)
- Homeless Children and Youth 2009—St. Louis Public Schools (DESE, \$149,772 for one year)
- Full Service Schools—St. Louis Public Schools (Charles Stewart Mott Foundation, \$100,000 for one year)
- Homeless Children and Youth 2008—St. Louis Public Schools (DESE, \$149,705 for one year)
- Connections for Youth 2007 (Ames & Henry)—St. Louis Public Schools (DESE, \$1,177,956 over five years)
- Connections for Youth 2007 (Bunche & Carr Lane)—St. Louis Public Schools (DESE, \$1,177,956 over five years)
- Connections for Youth 2007 (Cole & Hickey)—St. Louis Public Schools (DESE, \$1,227,848 over five years)
- Mad Science Afterschool Program (three grants: Oak Hill, Sherman, Mark Twain)—St. Louis Public Schools (Governor Blunt's Afterschool METS Program, \$29,805 for one year)
- Afterschool Health and Nutrition Program (three grants: Baden, Clay, Shepard)—St. Louis Public Schools (Governor Blunt's Afterschool Health Program, \$29,982 for one year)
- Parents As Storytellers—St. Louis Public Schools (The Barbara Bush Foundation for Family Literacy, \$64,412 for one year)
- Advanced Placement Incentive Program—St. Louis Public Schools (USDOE, @ \$2,944,754 over three years)
- Early Reading First—St. Louis Public Schools (USDOE, \$4,276,926 over three years)
- Teaching American History—St. Louis Public Schools (USDOE, \$619,749 over three years)
- Reading First—St. Louis Public Schools (Missouri Department of Elementary and Secondary Education, \$10,164,986 over four years)
- P-8 Technology-integrated Magnet School Initiative—St. Louis Public Schools (USDOE, \$8,030,160 over three years)
- Connections for Youth 2004—St. Louis Public Schools (DESE, @\$2,200,000 over five years)
- Carol M. White Physical Education Program—St. Louis Public Schools (USDOE, \$209,345)
- Teaching American History—St. Louis Public Schools (USDOE, \$687,637 over three years)
- School Library Literacy Initiative—St. Louis Public Schools (USDOE, \$180,829)
- Connections for Youth 2003—St. Louis Public Schools (DESE, \$979,934 over five years)
- Soldan Sound System and Scholarships—St. Louis Public Schools (Paul Newman Foundation, \$20,000)
- Smaller Learning Communities—St. Louis Public Schools (USDOE, \$1,458,942 over three years)
- St. Louis LEAD—St. Louis Public Schools (Wallace-Reader's Digest Funds, \$4,840,720 over five years)

- Dropout Prevention Program—St. Louis Public Schools (USDOE, \$364,150)

- School Renovation Project—St. Louis Public Schools (DESE, \$200,000)
- Connections for Youth 2000: A 21<sup>st</sup> Century Community Learning Centers Program—St. Louis Public Schools (USDOE, \$5,959,308 over three years)
- Urban Teacher Academy Project—St. Louis Public Schools (Recruiting New Teachers, Inc., \$25,000)
- St. Louis Regional Partnership for Excellence in Teacher Preparation: A Teacher Recruitment Initiative—University of Missouri-St. Louis/St. Louis Public Schools (USDOE, \$ 1,421,537 over three years)
- Safe Schools/Healthy Students—St. Louis Public Schools (USDOE, \$4,558,122 over 3 years)
- Connections for Youth: A 21<sup>st</sup> Century Community Learning Centers Program—St. Louis Public Schools (USDOE, \$3,059,308 over three years)
- School To Entrepreneurship, Middle School—St. Louis Public Schools (Ewing Marion Kauffman Foundation, \$78,594)
- Planning Grant for School Reform—St. Louis Public Schools (Walton Family Foundation, \$35,000)
- Toyota Families in Schools—St. Louis Public Schools (National Center for Family Literacy, \$99,263)
- NSF Tutoring Project—St. Louis Public Schools (National Science Foundation, \$141,407)
- Missouri Preschool Project—St. Louis Public Schools (DESE, \$953,705)
- Mini Society Project, Elementary—St. Louis Public Schools (Ewing Marion Kauffman Foundation, \$88,200)
- Technology Literacy Challenge Fund-Infrastructure Grant—St. Louis Public Schools (DESE, \$192,578 over two years)
- Alternative In-School Suspension Model—St. Louis Public Schools (DESE, \$169,855 over three years)
- Community Service Program for Suspended Minority Youth—St. Louis Public Schools (Missouri Department of Public Safety, \$32,592 per year for three years)
- Positive Alternatives to Violence for Female Juvenile Offenders—St. Louis Public Schools/St. Louis Family Court (Missouri Department of Public Safety, \$34,643 per year for three years)
- Cote Brillante School/Community Park and Gardens—St. Louis Public Schools (Whitaker Foundation, \$84,625)
- St. Louis RAMS Health and Physical Fitness Program—St. Louis Public Schools (St. Louis RAMS Foundation, \$10,000)
- The Bridge Project: Connecting Parents and Schools Through Voice Messaging—St. Louis Public Schools (Work/Family Directions, Inc., Citicorp, IBM, BJC Health System, \$120,000)
- Interactive Communications for the Severely Health-impaired Homebound Student—St. Louis Public Schools (MasterCard International, \$41,508)
- Technology-based College Information and Preparation—St. Louis Public Schools (MasterCard International, \$34,596)
- High-speed Internet Access to Elementary Schools—St. Louis Public Schools (Southwestern Bell, \$10,000)
- New Links to New Learning—St. Louis Public Schools (Southwestern Bell Foundation, \$35,000)
- Elementary School Alumni Project—St. Louis Public Schools (J. Ben Miller, \$25,000)
- Initiative to Redesign/Transform Professional Development for Elementary, Middle, and Secondary Principals in the St. Louis Public Schools—St. Louis Public Schools (Danforth Foundation, \$269,629)
- Middle School Initiative: Redesigning/Transforming Middle Level Education in the St. Louis Public Schools—St. Louis Public Schools (Danforth Foundation, \$699,000)
- The St. Louis Parent Partnership Academy—St. Louis Public Schools (Danforth Foundation, \$599,023)
- Project Turnaround—St. Louis Public Schools (United Way, \$34,924)
- A Good Beginning for Every Child—St. Louis Public Schools (Danforth Foundation, \$34,749)
- Project "Safety Nets"—St. Louis Public Schools (DOE, \$914,802)
- St. Louis Consortium for Dropout Prevention—St. Louis Public Schools (DOE, \$865,851)
- Portfolio Assessment Project for Enrichment Labs—St. Louis Public Schools (DESE, \$15,000)
- Parents As Teachers of the Humanities (PATH)—St. Louis Public Schools (Missouri Humanities Council, \$6,315)

- Leadership for Action (a drug education/training for educators)—St. Louis Public Schools (DOE, \$ 95,054)
- Parents As Teachers of the Humanities (PATH)—St. Louis Public Library/St. Louis Public Schools (NEH, \$ 25,000)
- Project Even Start (a family-centered education program)—St. Louis Public Schools (DOE, \$1,000,000)
- Crack, Alcohol, AIDS, and Infants, a training program for educators—St. Louis Public Schools (DOE, \$ 81,442)
- The Bill of Rights Then and Now—Webster University/St. Louis Public Schools (Bicentennial Commission, \$ 58,988)
- Law-Related Education for Special Learners—Bar Association of Metropolitan St. Louis/St. Louis Public Schools (DOE, \$ 100,000)
- SCOPE, an after-school program for K-12 students—St. Louis Public Schools (DOE, \$ 100,000)
- Missouri Literacy Project for Homeless Adults—St. Louis Public Schools (DOE, \$280,617)
- Prevention and Support Services (PASS), a prevention training program for school counselors, social workers, and nurses—St. Louis Public Schools (DOE, \$112,277)
- The Bill of Rights: An Interdisciplinary Study—St. Louis Public Schools (Bicentennial Commission, \$66,650)
- Teachers As Prevention Resources (TAP) Project—St. Louis Public Schools (DOE, \$150,000)
- Citizenship In Action (a drug and alcohol abuse prevention training program for parents, teachers, and students)—St. Louis Public Schools (DOE, \$175,000)
- Project CARE (drug and alcohol abuse prevention, K-6)—St. Louis Public Schools (DOE, \$114,478)
- Enhancing Self-Esteem Through Art and Storytelling—St. Louis Public Schools (DESE, \$15,000)
- Writers of the Harlem Renaissance (a humanities project for the middle grades)—St. Louis Public Schools (NEH, \$13,338)
- American Essayists and Social Justice (a humanities project for the middle grades)—St. Louis Public Schools (NEH, \$12,632)
- Equity Around the World (a curriculum development project for grade 6)—St. Louis Public Schools (DOE, \$39,644)
- Missouri Then and Now: Models of Civic Responsibility for Young Students (a law-related education curriculum for grade 4)—St. Louis Public Schools (DOE, \$50,816)
- Project PLACE, law-related education for grade 3- St. Louis Public Schools (DOE, \$45,000)







# BOARD RESOLUTION

Date: April 11, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Blake Youde, Dep. Supt., Institutional Advancement

Agenda Item : 05-05-11-15

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-24-10-26

Prior Year Cost \$24,000.00

**SUBJECT:** To approve a renewal contract with Compass Management Consulting, LLC for external evaluation services for the "Let Freedom Ring Grant" to be provided from July 15, 2011 through June 30, 2012 at a cost not to exceed \$24,000.00. This contract is renewable annually for the life of the grant.

**BACKGROUND:** Compass Management Consulting, LLC was selected through an RFP to provide external evaluation services for "Let Freedom Ring: Participating in American History Through Primary Documents", a Teaching American History grant awarded to the St. Louis Public Schools by the U.S. Department of Education. The overarching goal of "Let Freedom Ring" is to reform and revitalize the District's American History program at the elementary school level through an intensive professional development program for all of the District's fourth and fifth grade teachers. The project will serve 30 fourth and fifth grade teachers each year.

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: 973-UQ-291-2518-6319	Non-GOB	Requisition #:
Amount: \$24,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$24,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600013865

Department: Development Office

Requestor: Linda Riekes

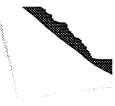
Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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## Vendor Performance Report

<b>Type of report:</b> Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		<b>Report Date:</b> March 30, 2011
<b>Dept / School:</b> Development Office		<b>Reported By:</b> Linda Riekes
<b>Vendor:</b> Compass Management Consulting, LLC		<b>Vendor #:</b> 600013965
<b>Contract # / P.O/ #:</b> 4500149990		<b>Contract Name:</b>
<b>Contract Amount:</b> \$ 24,000		<b>Award Date:</b>
<b>Purpose of Contract (Brief Description):</b> External evaluation services for the Elementary Teaching American History Grant project, "Let Freedom Ring: Participating in American History Through Primary Documents.		
<b>Performance Ratings:</b> Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings ( <i>please attach additional sheets if necessary</i> ). <b>Ratings</b> 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
<b>Category</b>	<b>Rating</b>	<b>Comments (Brief)</b>
<b>Quality of Goods / Services</b>	5 X	
	4	
	3	
	2	
	1	
<b>Timeliness of Delivery or Performance</b>	5 X	
	4	
	3	
	2	
	1	
<b>Business Relations</b>	5 X	
	4	
	3	
	2	
	1	
<b>Customer Satisfaction</b>	5 X	
	4	
	3	
	2	
	1	
<b>Cost Control</b>	5 X	
	4	
	3	
	2	
	1	
<b>Average Score</b>	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 <input checked="" type="checkbox"/> No <input type="checkbox"/>		

## VENDOR PERFORMANCE REPORT INSTRUCTIONS

<b>Type of report</b>	Identify if this the final report or a quarterly report (3 months)
<b>Report Date</b>	the date the report is prepared
<b>Department</b>	Indicate the name of the reporting department
<b>Reported By</b>	Please sign your name
<b>Vendor</b>	Enter the vendor's name
<b>Vendor Number</b>	Enter the vendor's assigned number
<b>Contract # / PO #</b>	Enter the assigned contract # or the purchase order # for the goods or Services being reported
<b>Contract Name</b>	This the official name used when the contract was solicited
<b>Contract Amount</b>	The total dollar value of the contract: the amount listed on the Board Resolution
<b>Award Date</b>	Enter the date that the Board approved this contract
<b>Contract Description</b>	Provide a brief description of the work being done under the contract
<b>Performance Ratings</b>	In the comment column provide the rationale for the rating you give. Indicate the contract requirements that were exceeded, were not exceeded, or were not met by the vendor

### Performance Ratings Guidelines

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

### Performance Categories Descriptions

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





## BOARD RESOLUTION

Date: April 11, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-16

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-24-10-23

Prior Year Cost \$1,200,000

**SUBJECT:** To approve a contract renewal with Xerox Corporation to provide the operation and maintenance of the Print Shop, mail room/pony mail services and all the District's multifunctional devices for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$1,200,000.00.

**BACKGROUND:** This is the second year of a multiyear contract with Xerox Corporation. The District is satisfied with the quality of the services received. Currently, the District pays \$94,000.00 per month for services which include: fleet management of the multifunctional print/copier devices, District wide Pony and US mail delivery services and daily management of the Print Shop.

**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: 981-00-110-2577-6319	GOB	Requisition #:
Amount: \$1,200,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$1,200,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600004465

Department: Technology Services

Dr. Jesolyn Larry, Interim Chief Information Ofr.

Mary H. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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## Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly		Report Date: April 7, 2011	
Dept / School: Technology Services		Reported By: J. F. Larry	
Vendor: Xerox		Vendor #: 600004465	
Contract # / P.O/ #:		Contract Name:	
Contract Amount: \$ 1,200,000.00		Award Date:	
<b>Purpose of Contract (Brief Description):</b> To provide fleet maintenance of the multifunctional print/copier devices, District-wide Pony and US mail services and daily management of the Print Shop.			
<b>Performance Ratings:</b> Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings ( <i>please attach additional sheets if necessary</i> ). <b>Ratings</b> 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory			
<b>Category</b>	<b>Rating</b>	<b>Comments (Brief)</b>	
<b>Quality of Goods / Services</b>	5 4X 3 2 1		
<b>Timeliness of Delivery or Performance</b>	5 X 4 3 2 1		
<b>Business Relations</b>	5 4 X 3 2 1		
<b>Customer Satisfaction</b>	5 4 X 3 2 1		
<b>Cost Control</b>	5 4 3 X 2 1		
<b>Average Score</b>	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 X    No <input type="checkbox"/>			

## VENDOR PERFORMANCE REPORT INSTRUCTIONS

**Type of report** Identify if this the final report or a quarterly report (3 months)  
**Report Date** the date the report is prepared  
**Department** Indicate the name of the reporting department  
**Reported By** Please sign your name  
**Vendor** Enter the vendor's name  
**Vendor Number** Enter the vendor's assigned number  
**Contract # / PO #** Enter the assigned contract # or the purchase order # for the goods or Services being reported  
**Contract Name** This the official name used when the contract was solicited  
**Contract Amount** The total dollar value of the contract: the amount listed on the Board Resolution  
**Award Date** Enter the date that the Board approved this contract  
**Contract Description** Provide a brief description of the work being done under the contract  
**Performance Ratings** In the comment column provide the rationale for the rating you give.  
 Indicate the contract requirements that were exceeded, were not exceeded, or were not met by the vendor

### Performance Ratings Guidelines

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

### Performance Categories Descriptions

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





## BOARD RESOLUTION

Date: April 12, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-17

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

Previous Board Resolution # 06-24-10-22

Prior Year Cost \$14,000

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

**SUBJECT:** To approve a contract renewal with MoreNet to provide District connectivity to training, technical support and online reference resources as recommended by DESE for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$13,500.00.

**BACKGROUND:** MoreNet assures compliance with DESE's requirement to provide adequate library reference resources online.


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: 981-54-110-2828-6319	GOB	Requisition #:
Amount: \$13,500.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$13,500.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600006850

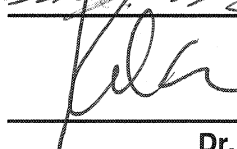
Department: Technology Services

  
Dr. Jesolyn Larry, Interim Chief Information Ofr.

  
Mary H. Houlihan, Dep. Supt., Operations

  
Angela Banks, Budget Director

  
Enos Moss, CFO/Treasurer

  
Dr. Kelvin R. Adams, Superintendent

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## Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 4-7-2011
Dept / School:		Reported By: J. F. Larry
Vendor: Morenet		Vendor #: 600006850
Contract # / P.O. #: 4500151919		Contract Name:
Contract Amount: \$ 14,000.00		Award Date: 06-24-2010
Purpose of Contract (Brief Description): To provide access to training, technical support and on-line reference resources as recommended by DESE.		
<b>Performance Ratings:</b> Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings ( <i>please attach additional sheets if necessary</i> ). <b>Ratings</b> 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
<b>Category</b>	<b>Rating</b>	<b>Comments (Brief)</b>
<b>Quality of Goods / Services</b>	5 X	
	4	
	3	
	2	
	1	
<b>Timeliness of Delivery or Performance</b>	5 X	
	4	
	3	
	2	
	1	
<b>Business Relations</b>	5 X	
	4	
	3	
	2	
	1	
<b>Customer Satisfaction</b>	5 X	
	4	
	3	
	2	
	1	
<b>Cost Control</b>	5	
	4 X	
	3	
	2	
	1	
<b>Average Score</b>	4.8	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

## VENDOR PERFORMANCE REPORT INSTRUCTIONS

Type of report	Identify if this the final report or a quarterly report (3 months)
Report Date	the date the report is prepared
Department	Indicate the name of the reporting department
Reported By	Please sign your name
Vendor	Enter the vendor's name
Vendor Number	Enter the vendor's assigned number
Contract # / PO #	Enter the assigned contract # or the purchase order # for the goods or services being reported
Contract Name	This the official name used when the contract was solicited
Contract Amount	The total dollar value of the contract: the amount listed on the Board Resolution
Award Date	Enter the date that the Board approved this contract
Required Delivery Date	Enter the date that all goods or services are due or anticipated
Actual Delivery Date	The date delivery actually takes place
Contract Description	Provide a brief description of the work being done under the contract
Performance Ratings	In the comment column provide the rationale for the rating you give. Indicate the contract requirements that were exceeded, were not exceeded, or were not met by the vendor

### Performance Ratings Guidelines

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

### Performance Categories Descriptions

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





# BOARD RESOLUTION

Date: April 14, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-18

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

Previous Board Resolution # 06-08-10-08

Prior Year Cost \$383,796.60

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

**SUBJECT:** To approve a contract renewal with Softchoice to provide the District's expanded Microsoft School Agreement and anti-virus software for the period July 1, 2011 to June 30, 2012 at a cost not to exceed \$365,462.93.00.

**BACKGROUND:** This year the District continues to combine the Microsoft School Agreement and the anti-virus software contract into a single contract. The advantages include a cost savings and an expansion of services available from Microsoft.

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: \$365,462.93		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$365,462.93	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600000772

Department: Technology Services

Dr. Jesolyn Larry, Interim Chief Information Ofr.

Mary H. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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## Vendor Performance Report

Type of report: X Final <input type="checkbox"/> Quarterly		Report Date: April 7, 2011
Dept / School: Technology Services		Reported By: J. F. Larry
Vendor: Soft choice		Vendor #: 600000772
Contract # / P.O. #: 4500147793		Contract Name:
Contract Amount: \$ 389,421.60		Award Date: July 1, 2010
<b>Purpose of Contract (Brief Description):</b> To provide the District's Microsoft School Agreement-which provides licenses and support for the Microsoft suite of software, including Windows, Word, Access, PowerPoint, Outlook, Excel and various Server products.		
<b>Performance Ratings:</b> Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings ( <i>please attach additional sheets if necessary</i> ). <b>Ratings</b> 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
<b>Category</b>	<b>Rating</b>	<b>Comments (Brief)</b>
<b>Quality of Goods / Services</b>	5 X	
	4	
	3	
	2	
	1	
<b>Timeliness of Delivery or Performance</b>	5 X	
	4	
	3	
	2	
	1	
<b>Business Relations</b>	5 X	
	4	
	3	
	2	
	1	
<b>Customer Satisfaction</b>	5 X	
	4	
	3	
	2	
	1	
<b>Cost Control</b>	5 X	
	4	
	3	
	2	
	1	
<b>Average Score</b>	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 <input type="checkbox"/>		

## VENDOR PERFORMANCE REPORT INSTRUCTIONS

<b>Type of report</b>	Identify if this the final report or a quarterly report (3 months)
<b>Report Date</b>	the date the report is prepared
<b>Department</b>	Indicate the name of the reporting department
<b>Reported By</b>	Please sign your name
<b>Vendor</b>	Enter the vendor's name
<b>Vendor Number</b>	Enter the vendor's assigned number
<b>Contract # / PO #</b>	Enter the assigned contract # or the purchase order # for the goods or Services being reported
<b>Contract Name</b>	This the official name used when the contract was solicited
<b>Contract Amount</b>	The total dollar value of the contract: the amount listed on the Board Resolution
<b>Award Date</b>	Enter the date that the Board approved this contract
<b>Contract Description</b>	Provide a brief description of the work being done under the contract
<b>Performance Ratings</b>	In the comment column provide the rationale for the rating you give. Indicate the contract requirements that were exceeded, were not exceeded, or were not met by the vendor

### Performance Ratings Guidelines

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

### Performance Categories Descriptions

Category	Description
<b>Quality of Goods and / or Services</b>	Rate the vendor's technical performance or the quality of the product or services delivered under the contract
<b>Timeliness of Delivery or Performance</b>	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
<b>Business Relations</b>	Rate the vendor's professionalism; responsiveness; significantly exceeded expectations; customer service; limited change orders
<b>Customer Satisfaction</b>	Rate the vendor based on feedback you receive from your customers (end-users)
<b>Cost Control</b>	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: April 18, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Enos Moss, CFO/Treasurer

Agenda Item : 05-05-11-19

Information: ☐

Action: ☒

Action to be Approved: Contract

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

**SUBJECT:** To approve a contract with RubinBrown LLP to review the District audit action plan. The review will occur between June 1, 2011 and June 30, 2011 at a cost not to exceed \$4,500.

**BACKGROUND:** RubinBrown LLP will review each of the findings in the FY2009-2010 audit report and provide a report to the SAB on what the District has done or proposes to do to address each finding, and conduct some testing of transactions for compliance. They will not be providing an opinion on the District's financial statements or internal controls but will provide guidance as to the steps the District is taking.

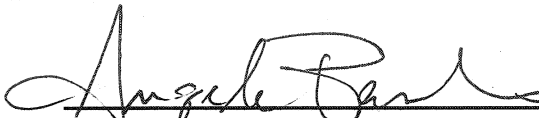
Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.D.


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

Fund Source:	GOB	Requisition #:
Amount: \$4,500.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$4,500.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600001244

Department: Finance

  
Angela Banks, Budget Director

  
Enos Moss, CFO/Treasurer

  
Mary M. Houlihan, Dep. Supt., Operations

  
Dr. Kelvin R. Adams, Superintendent

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RubinBrown LLP  
*Certified Public Accountants  
& Business Consultants*

One North Brentwood  
Saint Louis, MO 63105

T 314.290.3300  
F 314.290.3400

W [rubinbrown.com](http://rubinbrown.com)  
E [info@rubinbrown.com](mailto:info@rubinbrown.com)

April 13, 2011

Ms. Mary Houlihan  
St. Louis Public Schools  
801 North 11th Street  
Saint Louis, Missouri 63101

Dear Mary:

We appreciate the opportunity to be of service to St. Louis Public Schools ("Client"). This letter ("Letter") and the RubinBrown Engagement Terms, attached hereto, (the letter and the RubinBrown Engagement Terms are hereinafter collectively referred to as the "Agreement") sets forth the services that RubinBrown LLP ("RubinBrown") will provide for you. In this Agreement, 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 understand that you will provide us with the basic information and documents required for us to perform an agreed-upon procedures engagement, solely to evaluate the progress that St. Louis Public Schools' has made in its efforts to to develop a corrective action plan to correct the management letter comments and federal and state compliance findings from the June 30, 2010 compliance report dated December 23, 2010.

Our engagement to apply agreed-upon procedures will be performed in accordance with standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures as outlined in "Attachment A" is solely the responsibility of Board and management of St. Louis Public Schools (the specified user(s) of the report). Consequently, we make no representation regarding the sufficiency of the procedures either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures do not constitute an examination, we will not express an opinion on the St. Louis Public School's financial statements or any elements, accounts, or items thereof. In addition, we have no obligation to perform any additional procedures.

We must rely upon the integrity and cooperation of management and the assistance of your accounting staff. As a condition of our engagement, management agrees to sign written representation letters attesting to the completeness and truthfulness of representations and disclosures made to us during the course of our work.

Our services cannot be relied upon to detect errors, irregularities, employee or management dishonesty, fraud, embezzlement or other illegal acts (hereinafter collectively referred to as "Irregularities"). In performing our services, we will advise the appropriate level of management of any such material Irregularities that come to our attention. However, you must understand that our services cannot be relied upon to detect such Irregularities. If you have concerns about such matters, please discuss them with us. It may be possible to design a special engagement to assist you in uncovering such Irregularities.

You and your management will be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by us, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports or other work product or deliverables to you. The parties hereby acknowledge that in performing the Services, RubinBrown does not act in the role of management and is not an employee of St. Louis Public Schools, or identified as such.

Our work is not specifically designed to document or evaluate the overall internal controls structure. Therefore, our work cannot be relied upon to disclose all significant deficiencies and/or material weaknesses in the design or operation of the internal control structure. However, if during the course of our work, we become aware of such significant deficiencies or ways that we believe your management practices can be improved, we will communicate them to you.

### **Fees and Billing Terms**

Fees for the aforementioned services are estimated to be between \$3,500 and \$4,500. The fees set forth above are based upon anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional fees are necessary, we will discuss them with you and agree to a new fee estimate before additional fees are incurred. We will keep you informed of our progress and work closely with you to structure our work to ensure that it is completed in a cost-effective manner.

Invoices will be rendered monthly and presented to you for services performed in the prior month and are due and payable within 30 days of the date of the billing statement. We reserve the right to suspend or terminate further services until payment is received on all invoices that are not paid in full within 30 days of the date of the billing statement. In the event that we suspend or terminate this engagement as a result of non-payment, you agree that we will not be responsible for your failure to meet government or other filing deadlines, or for penalties or interest that may be assessed against you resulting from your failure to meet said deadlines. A 1% per month service charge will be added to balances remaining unpaid 60 days or more after the invoice date.

### **Conflict of Interest**

If, during the course of our engagement, we encounter circumstances which 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 LLP ("RubinBrown") Engagement Terms* (hereinafter "RubinBrown Engagement Terms"). The RubinBrown Engagement Terms are hereby incorporated by reference and the contents of this Letter will be construed in accordance with the terms set forth therein. 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 Agreement, please sign the enclosed copy and return it to us. By signing the enclosed copy of this Agreement, 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.**

Sincerely,

RubinBrown LLP

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

JBW:cjm

Enclosures

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 Client.

Approved By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

St. Louis Public Schools  
Agreed Upon Procedures  
Attachment A

1. Assess Plan-of-Correction and report on progress as applicable (during interim field work)
  - a. Feasibility
  - b. Appropriateness
  - c. Status
2. Evaluate and report on progress/ Perform tests as deemed appropriate for each 2010 audit finding noted (during year end audit fieldwork):

Material weaknesses and significant deficiencies:

- a. The District does not have the internal resources available to prepare or apply controls over the preparation of financial statements in accordance with generally accepted accounting principles. (Finding Number 2010-1)
  - o Inquire about resource changes and assess
- b. The District should improve its formal period-end year-end reconciling procedures currently in use to ensure that accurate and complete financial information is included in the general ledger. (2010-2)
  - o Gain an understanding of closing and reconciliation processes
  - o Review interim closings, if applicable
  - o Review reconciliations for selected key accounts
  - o Review year end accruals for cut off and completeness
- c. Capital asset records are not properly maintained and reconciled to supporting data in a timely manner. (2010-3)
  - o Review process for:
    - Inclusion of all capital assets into one system
    - Impairment identification
    - CIP and Retainage accounting
- d. Actual costs of the Early Retirement Incentive Program exceeded the maximum approved by the Board. (2010-4)
  - o Read minutes for similar policy decisions in FY 2011, if applicable
- e. The District does not use its accounting software to maintain a detailed listing of accounts payable that reconciles to the general ledger. (2010-5)
  - o Gain an understanding of the process for entering invoices into SAP
  - o Review A/P detail listing and reconciliation to general ledger
  - o Test a sample of A/P transactions for appropriate reporting

- f. Bank reconciliations for the District's main cash accounts are not completed on a monthly basis and are not accurately reconciled to the general ledger. (2010-6)
  - o Gain an understanding of the bank reconciliation process
  - o Review a sample of bank reconciliations for accuracy and completeness
- g. The District does not have adequate segregation of duties relating to credit card purchases. (2010-7)
  - o Gain an understanding of the credit card purchases process
  - o Test a sample of credit card purchases and monthly credit card statement review
- h. The District has not complied with internal policies related to the use of purchasing cards (P-Cards). (2010-8)
  - o Gain an understanding of changes to the internal purchasing cards policy
- i. The finance department historically has not generated routine accounting reports that are required for accurate monthly accounting. (2010-9)
  - o Review process for monthly closing as described in item b, as well as reporting capabilities through items c & e.
- j. Monthly budget to actual expenditure reports are not automatically generated from the system, are not always timely, and involve significant manual processes to generate. The District does not prepare other useful monthly financial reports, primarily monthly financial statements by fund, which should include balance sheets and operating statements prepared on a regular basis. (2010-10)
  - o Gain an understanding of the new budgeting process
  - o Obtain a sample of the monthly financial reports and statements, including budget vs. actual and prior year vs. current year – both by fund, as well as balance sheets by fund.
- k. Automated and manual information security controls over access to the District's SAP programs and data do not appear sufficient to achieve the District's objectives for appropriately restricted access and segregation of duties. (2010-11)
  - o Gain an understanding of the process changes
- l. An adequate control framework does not exist for processes affecting SAP security and maintenance, placing the District's financial data at risk. (2010-12)
  - o Gain an understanding of process changes

#### Noncompliance

- a. The District used restricted Desegregation Settlement funds without obtaining required court approval. (2010-13)
  - o Test compliance with the settlement agreements
- b. The District's budgetary practices do not conform to Chapter 67 of Revised Missouri State Statutes. (2010-14)
  - o Test compliance with Missouri budget statutes

## Federal Findings

- a. The District's final expenditure report for the Title I program did not agree or reconcile to the financial accounting system prior to audit adjustment. (Title I)(2010-15)
- b. The District reported estimated transportation costs to the Missouri Department of Elementary and Secondary Education as incurred and payable to the Voluntary Interdistrict Choice Corporation (VICC). Because these costs are based on an estimate and not actual costs, they may be unallowable in accordance with OMB Circular A-87. These costs remained unpaid at the time of the audit which is also noncompliant with cash management rules. (Special Education Cluster (IDEA))(2010-16)
- c. Based on a sample of 20 time and attendance reports, 16 did not include the documented approval of the local administrator. (Special Education Cluster (IDEA))(2010-17)
- d. The "meal count report" of the four schools tested did not agree with the "daily audit report". The combined meals claimed for reimbursement exceeded the summary of individuals in the "daily audit report". (Child Nutrition Cluster)(2010-18)
- e. The District could not provide evidence that applications for free and reduced price meals were approved by the Director of Food Services for 9 of 15 applications selected for review. (Child Nutrition Cluster)(2010-19)
  - o Gain an understanding of process changes and corrections for all federal findings
  - o Test a sample of federal program transactions

## State findings

- a. Noted discrepancies between the District's membership count as reported in the core data and the supporting documentation provided by the District. In most cases, the core data count exceeded the amounts reported on the District's "Call-In" form and what was entered into the SIS system. (2010-1)
- b. Expenditures exceeded revenues plus prior year's unencumbered fund balance in numerous funds as noted in the Notes to the Required Supplementary Information in the 2010 financial statements. In addition, the Board did not budget the Adult Basic Education and Literacy Fund. (2010-2)
- c. Noted clerical and mathematical errors in computing the daily eligible miles for transportation. (2010-3)
- d. The District did not make the \$7,000,000 scheduled desegregation loan payment for 2008, 2009 or 2010. The sole-remedy for a breach of the agreement is "specific performance," as defined in the agreement.
  - o Gain an understanding of process changes and corrections for all state findings

- Test samples of the above State compliance requirements.

3. GASB Statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions" implementation

Assess plan of implementation:

- Special revenue fund definition and related changes
- Board spending policy adoption
- Accounting for categories of fund balances

## **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.**





# BOARD RESOLUTION

Date: April 4, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-20

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # 023-1011

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

**SUBJECT:** To approve a contract with Ahrens Contracting, Inc to provide hazardous materials abatement for the demolition of the former Hodgen Elementary School. This work shall begin on April 22, 2011 and be completed by August 1, 2011 at a cost not to exceed \$356,090.00 which includes a 10% contingency of \$32,372.00. This project will be funded through the Proposition S bond program.

**BACKGROUND:** The former Hodgen Elementary School is recommended to be demolished to provide a safer environment and more playground space for the students at the new Hodgen Elementary School. The contractor will remove hazardous materials, old boilers and possibly underground tanks from the the school that may be disturbed from the demolition project. The hazardous materials primarily consist of asbestos and lead paint. During the abatement, the District's hazardous materials consultant will provide oversight and 3rd party air monitoring to ensure the safety of the indoor and surrounding air. This work will be performed in a manner that will not disturb students in class at the new Hodgen Elementary School next door. This project will be funded through the Proposition S bond program.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

Fund Source: 494-00-910-2629-6333	Non-GOB	Requisition #: TBD
Amount: \$356,090.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$356,090.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600008376

Department: Operations

*Roger L. CayCe*

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

*Mary M. Houlahan*

Mary M. Houlahan, Dep. Supt., Operations

*Angela Banks*

Angela Banks, Interim Budget Director

*Enos Moss*

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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April 4, 2011

## MEMORANDUM

**TO: Rick Schaeffer: Purchasing Office**

**FROM: Tom Goodrich**

**RE: Bid Evaluation Record for RFP# 023-1011 Former Hodgen HAZMAT Abatement to Prepare the building for demolition**

The evaluation began at 3/24/11, 10:00 a.m. and was concluded at 4/4/11 3:00 p.m. The evaluation committee consisted of the following:

Roger L. CayCe	Executive Director of Operations	SLPS
Tom Goodrich	Project Manager	SLPS
Mike Dobbs	Project Manager	SLPS
Yvonne Green	Project Manager	SLPS
Jeff Faust	Consultant	Environmental Consultants

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
Ahrens Contracting, Inc.	\$323,718	400	Yes
General Waste Services, Inc.	\$492,500	340	No
Advanced Environmental Services	\$502,777	320	No
Spray Services Inc.	\$566,121	292	No
Midwest Service Group	\$392,350	372	No
DJ Contracting	\$470,000	360	No

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

Tom Goodrich  
Construction Project Manager  
Operations Department

NAME: Roger L. CayCe

BID SUMMARY FOR RFP 023-1011 FORMER HODGEN ELEMENTARY SCHOOL HAZMAT ABATEMENT						
Contractor	Price	M/WBE Participation	SLP/Past Performance	P Card	Vendor Experience	Scores
Advanced Environmental Services	\$502,777	40% MBE- Gateway 5% WBE- Jackson Hunt	GOOD	YES	GOOD	5
Score	Max 40% (20)	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	80%
General Waste Services	\$492,500	40 % MBE-Gateway 5% WBE- New Environ. Concepts	GOOD	YES	GOOD	4
Score	Max 40% (25)	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	85%
Spray Services	\$566,212	41.5% MBE- Gateway 5.5% WBE- New Environ. Concepts	GOOD	3% fee added to each pay application	GOOD	6
Score	Max 40% (15)	Max 30% (30)	Max 10% (10)	Max 10% (8)	Max 10% (10)	73%
Midwest Service Group	\$392,350	40%-5% M/WBE Global Environmental	ADEQUATE	YES	GOOD	2
Score	Max 40% (35 )	Max 30% (30)	Max 10% (8)	Max 10% (10)	Max 10% (10)	93%
Ahrens Contracting (Envirotech)	\$323,718	40% MBE- Best 100% WBE- Best & Ahrens	No experience with Ahrens but they will be recommended for Jefferson demo project	YES	GOOD	1
Score	Max 40% ( 40 )	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	100%
DJ Contracting	\$470,000	95% MBE- DJ Contracting 5% WBE- DJ Contracting	GOOD	YES	GOOD	3
Score	Max 40% (30)	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	90%
Score	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	

NAME: Yvonne Green

BID SUMMARY FOR RFP 023-1011 FORMER HODGEN ELEMENTARY SCHOOL HAZMAT ABATEMENT						
Contractor	Price	M/WBE Participation	SLPSPast Performance	P Card	Vendor Experience	Scores
Advanced Environmental Services	\$502,777	40% MBE- Gateway 5% WBE- Jackson Hunt	GOOD	YES	GOOD	5
Score	Max 40% (20)	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	80%
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Midwest Service Group	\$392,350	40%-5% M/WBE Global Environmental	ADEQUATE	YES	GOOD	2
Score	Max 40% (35)	Max 30% (30)	Max 10% (8)	Max 10% (10)	Max 10% (10)	93%
Ahrens Contracting (Envirotech)	\$323,718	40% MBE- Best 100% WBE- Best & Ahrens	No experience with Ahrens but they will be recommended for Jefferson demo project	YES	GOOD	1
Score	Max 40% ( 40 )	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	100%
DJ Contracting	\$470,000	95% MBE- DJ Contracting 5% WBE- DJ Contracting	GOOD	YES	GOOD	3
Score	Max 40% (30)	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	90%
Score	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	

NAME: Mike Dobbs

BID SUMMARY FOR RFP 023-1011 FORMER HODGEN ELEMENTARY SCHOOL HAZMAT ABATEMENT						
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Score	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	

NAME: Tom Goodrich

BID SUMMARY FOR RFP 023-1011 FORMER HODGEN ELEMENTARY SCHOOL HAZMAT ABATEMENT						
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Ahrens Contracting (Envirotech)	\$323,718	40% MBE- Best 100% WBE- Best & Ahrens	No experience with Ahrens but they will be recommended for Jefferson demo project	YES	GOOD	1
Score	Max 40% ( 40 )	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	100%
DJ Contracting	\$470,000	95% MBE- DJ Contracting 5% WBE- DJ Contracting	GOOD	YES	GOOD	3
Score	Max 40% (30)	Max 30% (30)	Max 10% (10)	Max 10% (10)	Max 10% (10)	90%
Score	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	





## BOARD RESOLUTION

Date: April 11, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-21

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # 022-1011

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

**SUBJECT:** To approve contracts with Midwest Service Group, Alliance Certified Restoration, DJ Contracting, Advanced Engineering Services, and Brooks Environmental to provide hazardous materials abatement for Proposition S bond construction. This work shall begin on May 6, 2011 and be completed by October 29, 2013 at a cost not to exceed \$2,000,000.00.

**BACKGROUND:** The contractors will remove hazardous materials that may be discovered during the Proposition S construction projects. These services will be contracted on an "as needed basis" in the form of an Indefinite Delivery / Indefinite Quantity (ID/IQ) contract. The hazardous materials primarily consist of asbestos and lead paint. During the abatement, the District's hazardous materials consultant will provide oversight and 3rd party air monitoring to ensure the safety of the indoor air. This work will be performed while students are not in class.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

Fund Source: 905-00-910-2629-6333	Non-GOB	Requisition #: 10124246, 10124249
Amount: \$2,000,000.00		10124250, 10124253, 10124255
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$2,000,000.00	Pending Funding Availability	Vendor #: Various

Department: Operations

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

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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April 11, 2011

## MEMORANDUM

**TO:** Rick Schaeffer: Purchasing Office

**FROM:** Tom Goodrich

**RE:** Bid Evaluation Record for RFP# 022-1011 Hazardous Materials Abatement Services for Proposition S Bond Construction

The evaluation began at 3/18/11, 10:00 a.m. and was concluded at 4/7/11 10:00 a.m. The evaluation committee consisted of the following:

Roger L. CayCe	Executive Director of Operations	SLPS
Tom Goodrich	Project Manager	SLPS
Mike Dobbs	Project Manager	SLPS
Yvonne Green	Project Manager	SLPS
Jeff Faust	Consultant	Environmental Consultants

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
Midwest Service Group	Time & Materials	376	Yes
Alliance Certified Restoration	Time & Materials	380	Yes
DJ Contracting	Time & Materials	400	Yes
Envirotech	Time & Materials	356	No
Advanced Environmental Services	Time & Materials	384	Yes
Brooks Environmental (BEST)	Time & Materials	360	Yes
Cardinal Environmental / Spray	Time & Materials	0	No

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

Tom Goodrich  
Construction Project Manager  
Operations Department

NAME: Roger L. CayCe

BID SUMMARY FOR RFP 022-1011 HAZMAT ABATEMENT ID/IQ						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "P" Card Included in Pricing	Vendor's Experience	Scores
Midwest Service Group	Time and Materials: See Price Sheets	40% MBE 5% WBE Using M & WBE Subs	Good	YES		
Score	Max 40% ( 34 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	94%
Alliance Certified Restoration	Time and Materials: See Price Sheets	M & WBE Owned	NONE	YES		
Score	Max 40% ( 35 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	95%
DJ Contracting	Time and Materials: See Price Sheets	M and WBE Owned	Good	YES		
Score	Max 40% ( 40 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	100%
Envirotech	Time and Materials: See Price Sheets	40% MBE 5% WBE Using M & WBE Subs	Good	YES		
Score	Max 40% ( 29 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	89%
Advanced Environmental Services	Time and Materials: See Price Sheets	Using M & WBE Subs	Good	YES		
Score	Max 40% ( 36 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	96%
Brooks Environmental (BEST)	Time and Materials: See Price Sheets	M & WBE owned	Good	NO		
Score	Max 40% ( 40 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 0 )	Max 10% ( 10 )	90%
Cardinal Environmental JV with Spray Services	Time and Materials: See Price Sheets	40% MBE 5% WBE Using M & WBE Subs	Good	3% fee for use of P Card		No JV info in bid: Disqualified Bid
Score	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	0

NAME: Mike Dobbs

BID SUMMARY FOR RFP 022-1011 HAZMAT ABATEMENT ID/IQ						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "p" Card Included in Pricing	Vendor's Experience	Scores
Midwest Service Group	Time and Materials: See Price Sheets	40% MBE 5% WBE Using M & WBE Subs	Good	YES		
Score	Max 40% ( 34 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	94%
Alliance Certified Restoration	Time and Materials: See Price Sheets	M & WBE Owned	NONE	YES		
Score	Max 40% ( 35 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	95%
DJ Contracting	Time and Materials: See Price Sheets	M and WBE Owned	Good	YES		
Score	Max 40% ( 40 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	100%
Envirotech	Time and Materials: See Price Sheets	40% MBE 5% WBE Using M & WBE Subs	Good	YES		
Score	Max 40% ( 29 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	89%
Advanced Environmental Services	Time and Materials: See Price Sheets	Using M & WBE Subs	Good	YES		
Score	Max 40% ( 36 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	96%
Brooks Environmental (BEST)	Time and Materials: See Price Sheets	M & WBE owned	Good	NO		
Score	Max 40% ( 40 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 0 )	Max 10% ( 10 )	90%
Cardinal Environmental JV with Spray Services	Time and Materials: See Price Sheets	40% MBE 5% WBE Using M & WBE Subs	Good	3% fee for use of P Card		No JV info in bid: Disqualified Bid
Score	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	0

NAME: Tom Goodrich

BID SUMMARY FOR RFP 022-1011 HAZMAT ABATEMENT ID/IQ						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "P" Card Included in Pricing	Vendor's Experience	Scores
Midwest Service Group	Time and Materials: See Price Sheets	40% MBE 5% WBE Using M & WBE Subs	Good	YES		
	Max 40% ( 34 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	94%
Alliance Certified Restoration	Time and Materials: See Price Sheets	M & WBE Owned	NONE	YES		
	Max 40% ( 35 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	95%
DJ Contracting	Time and Materials: See Price Sheets	M and WBE Owned	Good	YES		
	Max 40% ( 40 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	100%
Envirotech	Time and Materials: See Price Sheets	40% MBE 5% WBE Using M & WBE Subs	Good	YES		
	Max 40% ( 29 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	89%
Advanced Environmental Services	Time and Materials: See Price Sheets	Using M & WBE Subs	Good	YES		
	Max 40% ( 36 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	96%
Brooks Environmental (BEST)	Time and Materials: See Price Sheets	M & WBE owned	Good	NO		
	Max 40% ( 40 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 0 )	Max 10% ( 10 )	90%
Cardinal Environmental JV with Spray Services	Time and Materials: See Price Sheets	40% MBE 5% WBE Using M & WBE Subs	Good	3% fee for use of P Card		No JV info in bid: Disqualified Bid
	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	0

NAME: Yvonne Green

BID SUMMARY FOR RFP 022-1011 HAZMAT ABATEMENT ID/IQ						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "P" Card Included in Pricing	Vendor's Experience	Scores
Midwest Service Group	Time and Materials: See Price Sheets	40% MBE 5% WBE Using M & WBE Subs	Good	YES		
Score	Max 40% ( 34 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	94%
Alliance Certified Restoration	Time and Materials: See Price Sheets	M & WBE Owned	NONE	YES		
Score	Max 40% ( 35 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	95%
DJ Contracting	Time and Materials: See Price Sheets	M and WBE Owned	Good	YES		
Score	Max 40% ( 40 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	100%
Envirotech	Time and Materials: See Price Sheets	40% MBE 5% WBE Using M & WBE Subs	Good	YES		
Score	Max 40% ( 29 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	89%
Advanced Environmental Services	Time and Materials: See Price Sheets	Using M & WBE Subs	Good	YES		
Score	Max 40% ( 36 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	96%
Brooks Environmental (BEST)	Time and Materials: See Price Sheets	M & WBE owned	Good	NO		
Score	Max 40% ( 40 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 0 )	Max 10% ( 10 )	90%
Cardinal Environmental JV with Spray Services	Time and Materials: See Price Sheets	40% MBE 5% WBE Using M & WBE Subs	Good	3% fee for use of P Card		No JV info in bid: Disqualified Bid
Score	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	0





# BOARD RESOLUTION

Date: April 18, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-22

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # 024-1011

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

**SUBJECT:** To approve a contract with BAM Contracting, LLC to provide window shade replacement at five elementary schools for Proposition S bond construction. This work shall begin on May 6, 2011 and be completed by August 5, 2011 at a cost not to exceed \$209,000.00 which includes a 10% contingency of \$19,000.00.

**BACKGROUND:** The current window shades throughout the District are in very poor condition. Shades are needed to enhance the classroom environment for instruction. The contractor will design-build the window shade replacement construction projects at five schools. These schools are the first of several that will have window shades replaced. These five buildings will be first since they are not air conditioned schools. This work will be performed while students are not in class. These services will be funded by the Proposition S bond program.

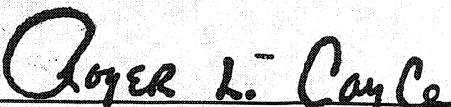
Accountability Plan Goals: Goal III: Facilities, Resources Support

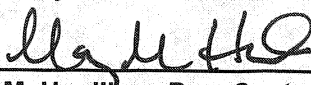
Objective/Strategy: III.C.1


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


Fund Source: 905-00-910-2629-6333	Non-GOB	Requisition #: 10124313
Amount: \$209,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$209,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600014499

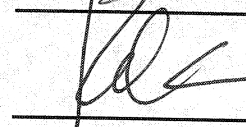
Department: Operations

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

  
Mary M. Houlahan, Dep. Supt., Operations

  
Angela Banks, Interim Budget Director

  
Enos Moss, CFO/Treasurer

  
Dr. Kelvin R. Adams, Superintendent



April 13, 2011

## MEMORANDUM

**TO:** Rick Schaeffer: Purchasing Office

**FROM:** Tom Goodrich

**RE:** Bid Evaluation Record for RFP# 024-1011 Window Shade Replacement for Proposition S Bond Construction

The evaluation began at 4/6/11, 1:00 p.m. and was concluded at 4/13/11 10:00 a.m. The evaluation committee consisted of the following:

Roger L. CayCe	Executive Director of Operations	SLPS
Tom Goodrich	Project Manager	SLPS
Mike Dobbs	Project Manager	SLPS
Yvonne Green	Project Manager	SLPS
Kwame Building Group	Construction Manager	Environmental Consultants

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
BAM Contracting, LLC	\$190,000	340	Yes
Ability Building & Restorations	Invalid	0	No

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

Tom Goodrich  
Construction Project Manager  
Operations Department

BID SUMMARY FOR RFP 024-1011 SHADE INSTALLATION						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "P" Card Included in Pricing	Vendor's Experience	Scores
BAM Contracting, LLC	\$190,000 6 Schools	MBE Owner No WBE	Good	Yes		
	Max 40% ( 40 )	Max 30% ( 25 )	Max 10% ( )	Max 10% ( 10 )	Max 10% ( 10 )	85%
Ability Building & Restorations	Invalid Bid Improper Bid Bond	Invalid Bid Improper Bid Bond	Invalid Bid Improper Bid Bond	Invalid Bid Improper Bid Bond	Invalid Bid Improper Bid Bond	
	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	0
Score						
	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	
Score						
	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	
Score						
	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	
Score						
	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	
Score						
	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	
Score						
	Max 40% ( )	Max 30% ( )	Max 10% ( )	Max 10% ( )	Max 10% ( )	

NAME: Roger L. CayCe

<b>BID SUMMARY FOR RFP 024-1011 SHADE INSTALLATION</b>						
<b>Contractor</b>	<b>Price</b>	<b>M/WBE Participation</b>	<b>SLPS Past Performance</b>	<b>Use of "P" Card Included in Pricing</b>	<b>Vendor's Experience</b>	<b>Scores</b>
BAM Contracting, LLC	\$190,000 6 Schools	MBE Owner No WBE	Good	Yes		
	Max 40% (    )	Max 30% (    25    )	Max 10% (         )	Max 10% (    10    )	Max 10% (    10    )	85%
	Invald Bid Improper Bid Bond	Invald Bid Improper Bid Bond	Invald Bid Improper Bid Bond	Invald Bid Improper Bid Bond	Invald Bid Improper Bid Bond	
	Score					
	Max 40% (    )	Max 30% (         )	Max 10% (         )	Max 10% (         )	Max 10% (         )	0
	Max 40% (    )	Max 30% (         )	Max 10% (         )	Max 10% (         )	Max 10% (         )	
	Score					
	Max 40% (    )	Max 30% (         )	Max 10% (         )	Max 10% (         )	Max 10% (         )	
	Max 40% (    )	Max 30% (         )	Max 10% (         )	Max 10% (         )	Max 10% (         )	
	Score					
	Max 40% (    )	Max 30% (         )	Max 10% (         )	Max 10% (         )	Max 10% (         )	

**BID SUMMARY FOR RFP 024-1011 SHADE INSTALLATION**

BID SUMMARY FOR RFP 024-1011 SHADE INSTALLATION						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "p" Card Included in Pricing	Vendor's Experience	Scores
BAM Contracting, LLC	\$190,000 6 Schools	MBE Owner No WBE	Good	Yes		
Score	Max 40% ( 40 )  Invalid Bid Improper Bid Bond	Max 30% ( 25 )  Invalid Bid Improper Bid Bond	Max 10% (    )  Invalid Bid Improper Bid Bond	Max 10% ( 10 )  Invalid Bid Improper Bid Bond	Max 10% ( 10 )  Invalid Bid Improper Bid Bond	85%
Score	Max 40% (    )	Max 30% (    )	Max 10% (    )	Max 10% (    )	Max 10% (    )	0
Score	Max 40% (    )	Max 30% (    )	Max 10% (    )	Max 10% (    )	Max 10% (    )	
Score	Max 40% (    )	Max 30% (    )	Max 10% (    )	Max 10% (    )	Max 10% (    )	
Score	Max 40% (    )	Max 30% (    )	Max 10% (    )	Max 10% (    )	Max 10% (    )	
Score	Max 40% (    )	Max 30% (    )	Max 10% (    )	Max 10% (    )	Max 10% (    )	
Score	Max 40% (    )	Max 30% (    )	Max 10% (    )	Max 10% (    )	Max 10% (    )	
Score	Max 40% (    )	Max 30% (    )	Max 10% (    )	Max 10% (    )	Max 10% (    )	
Score	Max 40% (    )	Max 30% (    )	Max 10% (    )	Max 10% (    )	Max 10% (    )	

NAME: Mike Dobbs

BID SUMMARY FOR RFP 024-1011 SHADE INSTALLATION						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "P" Card Included in Pricing	Vendor's Experience	Scores
BAM Contracting, LLC	\$190,000 6 Schools	MBE Owner No WBE	Good	Yes		
Score	Max 40% ( 40 )  Invalid Bid Improper Bid Bond	Max 30% ( 25 )  Invalid Bid Improper Bid Bond	Max 10% (     )  Invalid Bid Improper Bid Bond	Max 10% ( 10 )  Invalid Bid Improper Bid Bond	Max 10% ( 10 )  Invalid Bid Improper Bid Bond	85%
Score	Max 40% (     )	Max 30% (     )	Max 10% (     )	Max 10% (     )	Max 10% (     )	0
Score	Max 40% (     )	Max 30% (     )	Max 10% (     )	Max 10% (     )	Max 10% (     )	
Score	Max 40% (     )	Max 30% (     )	Max 10% (     )	Max 10% (     )	Max 10% (     )	
Score	Max 40% (     )	Max 30% (     )	Max 10% (     )	Max 10% (     )	Max 10% (     )	
Score	Max 40% (     )	Max 30% (     )	Max 10% (     )	Max 10% (     )	Max 10% (     )	





# Board Resolution

Date: April 12, 2011

Agenda Item: 05-05-11-23

To: Dr. Kelvin R. Adams, Superintendent

Information: \_\_\_\_\_

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

Action: X

Action to be Approved:

Other Transaction Descriptors: \_\_\_\_\_

X Memorandum of Understanding

## SUBJECT:

To approve the renewal of the Memorandum of Understanding (MOU) with the City of St. Louis, Department of Social Services to implement the federal Homeless Prevention grant. The program is titled "Hope Is Moving In". The schools involved in the program are Clay, Mullanphy, Sigel, and Stevens.

## BACKGROUND:

Funding provided through the Homelessness Prevention and Rapid Re-Housing Program under the 2009 Economic Recovery Act was secured by the City of St. Louis to provide prevention services targeted towards families who are at risk of losing their home. A variety of services have been made available to households who would otherwise become homeless primarily due to the economic crisis, including direct financial assistance and financial/personal counseling. Needs assessments done at Community Education Full Service Schools (CEFSS) revealed a grant need for these kinds of services and a decision was made by the City to locate these services at Clay, Mullanphy, Sigel and Stevens. The Department of Social Services has exceeded the goals of the program. The performance review of the program is attached.

Accountability Plan Goal: Goal IV: Parent, Community Involvement

Objective/Strategy:

IV.A.

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

Fund Source: - - - -  
Amount: No Cost

Requisition #:

Fund Source: - - - -  
Amount:

Requisition #:


Fund Source: - - - -  
Amount:

Requisition #:

Cost not to Exceed: No Cost

☐ Pending Funding Availability Vendor #:

  
Blake Yrude, Dep. Supt. - Institutional Advancement

  
Dr. Carlinda Purcell, Dep. Supt. - Academics

  
Angela Banks, Interim Budget Director

  
Enos Moss, CFO/Treasurer

  
Dr. Kelvin R. Adams, Superintendent

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

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the City of St. Louis, Department of Social Services ("Agency") on this 6<sup>th</sup> day of May, 2011.

**The purpose of this Memorandum of Understanding is to establish a partnership between Department of Social Services and the St. Louis Public Schools in order to implement the federal homeless prevention grant. The program is titled "Hope is Moving In". It provides up to 8.2 million dollars for disbursement at three Community Education Full Service Schools. The participating schools are Clay, Mullanphy, and Stevens.**

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

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

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

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

**5. Obligations of SLPS:**

(a) Provide office space for services to be rendered by the agency including internet capability. There will not be any cost to the district.

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(b) Provide a district employee to serve as program liaison. The community education administrator will manage this responsibility.

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(c) \_\_\_\_\_

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**6. Obligations of Agency:**

(a) Provide staff to administer intake and referral functions.

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(b) Provide statistical data regarding client services and make available to SLPS staff upon request.

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(c) Provide and maintain an independent telephone line without cost to the district.

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

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

(a) A minimum of 8 clients will be served daily 5 days per week during regular school and summer months.

\_\_\_\_\_  
\_\_\_\_\_

(b) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(c) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**8. Term and Termination:** The term of the MOU will be from May 6, 2011 through June 30, 2012 unless earlier terminated by either party by providing thirty (30) days' written notice to the person who has signed as a representative of each party below.

Saint Louis Public Schools

City of St. Louis  
Department of Human Services

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: William Siedhoff  
Title: Director of Human Services

**Memorandum of Understanding**  
**Performance Standard(s)**  
**Report**

**Agency:** City of St. Louis, Department of Social Services

**School:** Clay, Mullanphy, Sigel, and Stevens Community Education Full Service Schools

**Performance Standard 1:** A minimum of 8 clients will be served daily 5 days per week during regular school and summer months.

**Status:** Data collected and reported for the period of November 2009 and December 2010 indicates that at Clay a total of 1,591, at Mullanphy a total of 704, at Sigel a population of 1,117, and at Stevens a total of 1,591 received homeless prevention services. The Department of Social Services has decided not to continue providing services at Sigel and to transfer its client services to Mullanphy.

**Performance Standard 2:** N/A

**Status:** N/A

**Performance Standard 3:** N/A

Status: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Performance Standard 4: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Status: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Performance Standard 5: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Status: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by: John Windom

Date: 4/4/2011

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

Recommendation:

☒ Continue

☐ Discontinue

Status: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Performance Standard 4: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

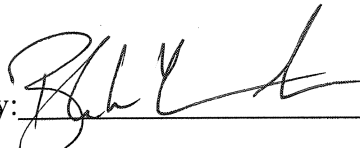
Status: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Performance Standard 5: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Status: N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Submitted by: John Windom

Date: 4/4/2011

Reviewed by:  John Windom

Date: 4/6/11

Recommendation:

☒ Continue

☐ Discontinue

