





# Board Resolution

Date: May 18, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 06-16-11-29  
Information: \_\_\_\_\_  
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 Aramark to provide school to work transition training for special education students. This service will be provided through CAJT at Nottingham. The MOU will be for the period July 1, 2011 through June 30, 2012.

## BACKGROUND:

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

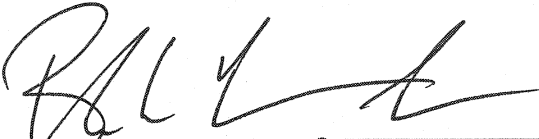
Requisition #:

Cost not to Exceed: No Cost

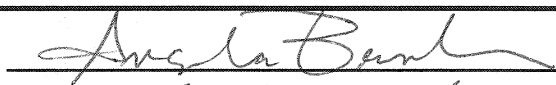
☐

Pending Funding Availability

Vendor #:

  
Blake Youde, Dep. Supt. - Institutional Advancement

  
Dr. Carlinda Purcell, Dep. Supt. - Academics

  
Angela Banks, Budget Director

  
Enos Moss, CFO/Treasurer

  
Dr. Kelvin R. Adams, Superintendent





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

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and Aramark on this 1st day of July, 2011.

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

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

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

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

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

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

**5. Obligations of SLPS:**

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

**6. Obligations of Agency:**

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

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

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

- (a) See 6. Obligations of Agency.

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

Saint Louis Public Schools

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

Name: \_\_\_\_\_

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

Aramark

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

Name: \_\_\_\_\_

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



# **Memorandum of Understanding**

## **Performance Standard(s)**

### **Report**

**Agency:** Compass

**School:** Nottingham CAJT High School

**From:** July 1, 2010

**To:** June 30, 2011

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

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

**Performance Standard 2:** Compass shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, Compass may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with Compass or other appropriate placement upon the student's graduation from the Nottingham CAJT program.

**Status:** Compass has provided some instructional space as well as daily meals for students and staff. Compass has offered paid positions upon graduation to some of the students participating in the program.

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

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

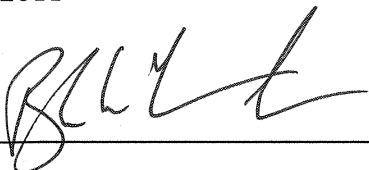
**Performance Standard 4:** \_\_\_\_\_

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

**Status:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Submitted by:** Brian O' Connor

**Date:** May 12, 2011

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

**Date:** 5/12/11 \_\_\_\_\_

**Recommendation:**

☒ Continue

☐ Discontinue







# BOARD RESOLUTION

Date: May 18, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-10

Information: ☐

Action: ☒

Action to be Approved:  
Memorandum of Understanding

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

**SUBJECT:** To approve a Memorandum of Understanding with The Curators of the University of Missouri on behalf of the University of Missouri to implement and evaluate the Missouri College Advising Corps program at Gateway High School. The program will be in place for the period July 1, 2011 through June 30, 2012.

**BACKGROUND:** The Missouri College Advising Corps Program is designed to advise students on how to prepare for college admission, choose a college that matches their interests, and complete admission and financial aid applications. This will be the first year that the Program will be implemented at Gateway High School.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.

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

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

Department: Institutional Advancement

Blake Youde, Dep. Supt., Institutional Advancement

Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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# UNIVERSITY of MISSOURI

MISSOURI COLLEGE ADVISING CORPS

DIVISION OF ENROLLMENT MANAGEMENT

April 26, 2011

Elizabeth Bender  
Gateway Institute of Technology  
5101 McRee Avenue  
St. Louis, MO 63110

Dear Principal Bender:

We are excited to be partnering with for the 2011-12 academic and program year. As a partner in the MCAC, a full-time near-peer college adviser will be placed at your school to work directly with students to assist them with navigating the college planning and financial aid processes.

Enclosed is the Memorandum of Agreement (MOA) for the partnership between the Missouri College Advising Corps, headquartered at the University of Missouri (MU), and your school/District. If the MOA does not have a watermark **SAMPLE**, you are receiving the original document and will need to process it through the appropriate channels. If your MOA says **SAMPLE**, the original MOA was sent to your District and you will want to check on its execution.

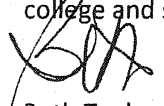
Please have the appropriate party sign the MOA and then return it as soon as possible – I have provided an addressed return envelope for that purpose OR you can scan the signed agreement and email it to [tankersleybankheea@missouri.edu](mailto:tankersleybankheea@missouri.edu). The appropriate parties at MU will then sign the agreement and I will return a copy of the fully-executed agreement to you.

Please note that a description of data required and the format for providing the data as well as the deadline for submission of data is also enclosed.

The other item enclosed is an agreement with Connect!, the data collection platform used by the National College Advising Corps. Staff from Connect! will contact your designee to talk through uploading directory-level information. Advisers track their interactions with students in the tool and we are then able to pull reports regarding advisers' interaction with students. Students' individual information is fully protected and all information reported in aggregate.

If you have questions about the MOA or enclosed items, please do not hesitate to contact me.

Again, let me express how excited MCAC is to be partnering with you to empower students to attend college and succeed. Here's looking forward to a terrific year!

  
Beth Tankersley-Bankhead, PhD  
Executive Director, Missouri College Advising Corps  
University of Missouri  
46 Jesse Hall  
Columbia, MO 65211



5 can to  
BLAKE. YUDE

**MEMORANDUM OF AGREEMENT (MOA)**

**for the**

**Missouri College Advising Corps  
(MU Project # C00014462)**

**by and between**

**The Curators of the University of Missouri  
on behalf of the University of Missouri**

**and the**

**St. Louis Public School District (SLPS)**

**for**

**Soldan International Studies High School**

**and**

**Gateway High School**

*original sent to  
Blake Youde at  
the SLPS*

**1. Purpose**

This Memorandum of Agreement (hereafter MOA) describes the nature of the collaborative effort and specifies the roles and responsibilities of the University of Missouri (hereafter MU) and school/district in implementing and evaluating the Missouri College Advising Corps (hereafter MCAC) program. MU and the school/district OR college understand that this collaborative effort is not a joint venture or partnership agreement between the two parties. This MOA does not authorize either party to represent the other party in any discussions with third parties or entities.

**2. Program Design**

MCAC is part of a national near-peer college advising model called the National College Advising Corps (hereafter NCAC). The program is not designed to direct students to any specific postsecondary institution but to help students find their “best-fit” postsecondary opportunity.

MCAC is designed to:

- 1) help Missouri students and their families see college as an attainable goal;
- 2) provide information to students and their families about and assistance with college application and financial aid processes; and
- 3) increase college enrollment among low-income and underrepresented high school students.

One MCAC College Adviser (hereafter Adviser) will be placed in the school to assist students on navigation of the college planning, admissions, and financing processes. With exception of responsibilities required of the school/district, the cost of the program will be assumed by the MCAC program and overseen by the MCAC program staff.

**3. Responsibilities**

**MU:**

- Recruit, hire, train, assign, and supervise the Adviser.

## Missouri College Advising Corps – Memorandum of Agreement

- Provide pre-service training and ongoing in-service training to the Adviser.
- Ensure the Adviser receives training on and understands and agrees that the Family Educational Rights and Privacy Act (FERPA) requires her/him to exercise diligence in protecting confidential information and that s/he will not disclose any confidential information to any third party except as may be required in the course of performing services for the school/district or as required by law.
- Ensure the Adviser undergoes a background check consistent with those used by the school/district prior to providing services to students.
- Oversee personnel issues related to the Adviser (e.g. appearance, professionalism, hours worked, work schedule).
- Make on-site visits to observe the Advisers' work.
- Provide evaluative feedback to the Adviser about his/her work performance, separate from and in tandem with the site supervisor (60-day, mid-year and year-end evaluations will be conducted, with the site supervisor participating in the mid-year and year-end evaluation meetings).
- Maintain ongoing communication with and provide program updates to the site supervisor and other contact persons designated by the school/district.
- Provide orientation, scope of work for the Adviser, and operational processes and documents to site supervisors.
- Provide the Adviser with a budget to accomplish deliverables expected.
- Oversee overall program evaluation as described in Section 4 of this MOA.
- Provide the school/district with summary reports generated as part of the overall program evaluation described in Section 4 of this MOA.

### **School/District:**

- Sign and agree to conditions set forth in this MOA.
- Sign and agree to conditions set forth on an agreement with the NCAC's selected data collection vendor.
- Understand and honor the role of and responsibilities required of the College Adviser.
- Provide a collaborative atmosphere to facilitate student access to college.
- Provide a private or semi-private office space, a computer with internet access, a phone with long-distance service, a locked and secure storage unit for confidential information, and read only access to student data for the Adviser to use while on site. The Adviser agrees to use these resources for the provision of services to students and to honor FERPA regulations regarding such.
- Provide data for the purpose of evaluating the program's success and as described in Section 4 of this MOA.
- Designate a site supervisor who will:
  - attend required site supervisor orientation;
  - work with the Adviser to set processes for achievement of deliverables expected of the Adviser;
  - provide direction and support to the Adviser while servicing students in the school;
  - assist the Adviser in navigating school/district policy and in solving issues that arise;

## Missouri College Advising Corps – Memorandum of Agreement

- introduce the Adviser at faculty meetings, general assemblies, or other venues so students, teachers, counselors, and administrators know the Adviser and understand her/his role;
- assist in identifying low-income, first-generation, underrepresented students to progress toward college admission;
- participate in performance evaluation and program assessment meetings as described in the section directly above;
- have direct and regular contact with MCAC program staff involved in the administration of this program; and
- seek MCAC program staff approval if desiring the Adviser to work on activities outside the MCAC-assigned scope of work (deliverables).

**Adviser** (NOTE: Adviser deliverables are developed for each program year and will be shared with the school/district):

- Provide these services:
  - Advise students on college planning, admissions, and financing processes in one-to-one and group settings;
  - Help students identify “best-fit” postsecondary opportunities;
  - Plan, publicize, and conduct after-school college planning, admissions, and financing workshops for both students and their families;
  - Hold open office hours as well as scheduled appointments;
  - Assist students with college application materials;
  - Assist students and families with understanding and completing the FAFSA and other financial aid forms;
  - Work closely with guidance staff and other administrators to promote students’ college-going behavior;
  - Work closely with school staff to enhance the college-going culture in the school;
  - Make college planning, admissions, and financing information readily available to students and their families;
  - Plan visits to the school by college and university admissions officers and foster student involvement in those visits;
  - Plan and coordinate visits to colleges and universities in Missouri for students to experience campus life and identify a “best fit”;
  - Help students find and secure scholarship and other external funding sources; and
  - Participate in extracurricular activities in the high school and its surrounding community for the purpose of building relationships with students and their families.
  - Work with students in all grade levels in the school.
  - Conduct early awareness outreach with 7<sup>th</sup> and 8<sup>th</sup> graders.
- Copy the site supervisor on the weekly report submitted to the MCAC Executive Director

Upon agreement of MCAC leadership and the school/district, additional services may be provided so that unique needs of the schools’ students are met, as the program matures, and/or additional funding is obtained. Additional responsibilities need to be discussed between both parties and, if agreed upon by both, should be submitted as an attachment to this signed MOA.

**4. Program Evaluation**

Funding for the MCAC program is provided by MU and by external funders. MCAC leadership, along with designated MU staff, is responsible for raising funds for the program. Garnering continuing external funding to support the program requires program outcomes and evaluation. Thus, as a condition of partnering with the MCAC the school/district must agree to provide these data for purposes of baseline and ongoing program evaluation:

- First name, last name, middle initial and date of birth of all graduates for the three years preceding the first year of MCAC service in the school/district; and
- First name, last name, middle initial, and date of birth of all graduates for each year during which a MCAC Adviser was placed in the school/district.

Additionally, data are collected and managed by the Adviser at the school level. The Adviser enters student interaction information in a platform managed through a technology firm contracted by NCAC for the purposes of determining program effectiveness. The school/district is required to sign an agreement with and provide needed data to the vendor.

Data will be used for program evaluation purposes only and treated as confidential, except as may be required by law. All results of data analysis will be reported in aggregate and no individual student will ever be identified.

**5. Rights Reserved**

MU reserves the right to move an Adviser from one school to another.

The school/district reserves the right to request that an Adviser be moved out of the school.

**6. Cancellation of MOA**

This MOA may be cancelled by either party, provided advance written notice of at least 30 days is given to the other party.

**ANNUAL AGREEMENT**  
**Memorandum of Agreement for MU Project # C00014462**

**Name of School/District:**

High School Name(s) \_\_\_\_\_  
School District Name \_\_\_\_\_

**Duration of Agreement:**

This agreement applies exclusively to the 2011-12 school year.

The College Adviser begins service in the school/district on or around August 1, 2011 and concludes on the last day of school unless otherwise agreed to by MCAC leadership and the school/district.

Near the end of the program year and if funding is obtained, MU will discuss with the school/district continuation of the MCAC program for the following program year.

**Name of Site Supervisor Designated by the School/District:**

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

**Central Point of Contact:**

The parties listed below will serve as the central point of contact for this MOA. Either party may change points of contact by giving written notice.

If different that the site supervisor listed above,

NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

MU names Dr. Ann Korschgen, Vice Provost for Enrollment Management, 573-882-7651, [korschgena@missouri.edu](mailto:korschgena@missouri.edu) as the institutional point of contact for issues related to this agreement and Dr. Beth Tankersley-Bankhead, Executive Director of the Missouri College Advising Corps, as the programmatic point of contact for issues related the MCAC program and its Advisers.

**Signatures of Agreement:**

MU and the school/district agree to proceed with their obligations to implement and evaluate the MCAC program.

For the school/district:

\_\_\_\_\_  
NAME



Missouri College Advising Corps – Memorandum of Agreement

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TITLE

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DATE

For Missouri College Advising Corps:

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Dr. Ann Korschgen  
Vice Provost for Enrollment Management  
University of Missouri-Columbia

DATE

For the Curators of the University of Missouri:

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Jennifer Duncan, CPA, MPA  
Director, Office of Sponsored Program Administration  
University of Missouri-Columbia

DATE

**MISSOURI COLLEGE ADVISING CORPS  
PARTNER SCHOOL BASELINE DATA  
REQUIREMENTS AND FORMAT**

**All new partner schools** are required to provide to the Missouri College Advising Corps three years of baseline data for the purpose of measuring program impact. This requirement is outlined on page 4 in the Memorandum of Agreement between partner school/district and MU/MCAC.

MCAC will provide the baseline data to the Department of Education and Economics at Stanford University, the program evaluation team retained by the National College Advising Corps. Data will be run through the National Student Clearinghouse to determine your school's 3-year baseline average college-going rate. Then, after each year of service by a MCAC college adviser, MCAC requests the same data points and the process is repeated to learn the college-going percentage from among that year's graduating seniors. Individual students are not identifiable in reports; all results are reported in aggregate.

Use the format below and provide the required data to Dr. Beth Tankersley-Bankhead, MCAC Executive Director, [tankersleybankheaea@missouri.edu](mailto:tankersleybankheaea@missouri.edu), in either an EXCEL or WORD document. Data is requested by August 1, 2011.

MCAC requests the following data about graduates for the three years previous to the school becoming a MCAC partner school (graduates of 2009, graduates of 2010, graduates of 2011):

- First Name
- Last Name
- Middle Initial
- Birth date

Last Name	First Name	Middle Initial or Name	Birth date

**Continuing partner schools** are required to provide this same data for each year's graduates after partnering with MCAC and having a college adviser in the school. Please provide data referenced above and in the format shown directly above. Data is requested by September 30, 2011.

**Questions:**

If you have questions, please contact Dr. Beth Tankersley-Bankhead, MCAC Executive Director, 573-884-1928, [tankersleybankheaea@missouri.edu](mailto:tankersleybankheaea@missouri.edu).



Please complete the information below and FAX the completed form to: (617) 267-5999

All fields are required.

School: \_\_\_\_\_ District: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_ County: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Total # of 9-12 Students: \_\_\_\_\_ Graduating Class Size: \_\_\_\_\_ College Bound %: \_\_\_\_\_

College Board (CEEB) Code: \_\_\_\_\_ Partner: \_\_\_\_\_

**AUTHORIZATION:** School represents that it is in compliance with federal and state privacy laws and expressly acknowledges that ConnectEDU has been contracted as a designated "school official" (under the Federal Educational Rights and Privacy Act of 1974) to assist School with its college, career and financial aid counseling activities. Please refer to the "Protecting Confidential Student Information" rider for a detailed explanation of ConnectEDU's commitment to student data and privacy. The use of ConnectEDU's platforms and services shall be governed expressly by ConnectEDU's Privacy Policy and Terms of Use which are available at <http://www.connectedu.net/>.

**TERM:** Initial subscription period is 12 months from execution of this agreement with an auto-renewal at the end of the term for a successive one-year term, unless written notice is received of school's intention not to renew.

**ACKNOWLEDGEMENT:** I have read the "Protecting Confidential Student Information" rider and acknowledge ConnectEDU's role as a "school official" under the Federal Educational Rights and Privacy Act of 1974 (FERPA).

As a NCAC partner, we agree to release directory level information and allow use of the tool to collect self reported student data and NCAC adviser data.

#### Administrator Confirmation

By signing below, I authorize and agree to support the timely implementation of ConnectEDU counselor and student college and career planning tools in my school(s).

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

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized School Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### Counselor Confirmation

By signing below, I agree to complete Getting Started Training and implement a student registration drive within 30 days of initial data upload.

Primary Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

20 Park Plaza, Suite 930 Boston, MA 02116 • 888.887.8688



## Protecting Confidential Student Information (Rider A)

ConnectEDU provides high schools access to our programs for the purpose of assisting students and families with searching for, applying to and paying for college. High schools share student information with ConnectEDU to help students for these express purposes. ConnectEDU takes very seriously its responsibility regarding student information. The Company's Privacy Policy and Terms of Use (available at <http://www.ConnectEDU.net/>) describe in detail the Company's position regarding the treatment of confidential information. In general terms, ConnectEDU never shares specific student or parent information unless expressly directed to do so by the student or parent. On occasion, the Company shares aggregate data (also known in the industry as "de-identified data"), for the purpose of analyzing trends in the admissions process. ConnectEDU operates on behalf of educational institutions in full compliance with all federal and state school privacy laws, including the Family Educational Rights and Privacy Act of 1974 (FERPA). The Company maintains an advanced, managed security perimeter for ConnectEDU platforms, within auditable SAS 70 Level II security standards.

### Why does ConnectEDU collect student information from high schools and is that data shared?

ConnectEDU assists high school guidance professionals and administrators with the task of helping students and their families search for, apply to and pay for college. In that process, ConnectEDU collects certain student data from the school (grades, test scores, course information, extracurricular activities and other student information). When students/parents direct us to-and NOT unless specifically directed by students/parents-we will share data with relevant parties such as colleges, scholarship services or others who might help students/families with the college search and selection process. In the case of school transcript information, counselors must specifically authorize when and to whom this data can be shared. Occasionally we share aggregate (non student-specific) data for the purpose of analyzing admissions trends. Finally, ConnectEDU is continually seeking partners to assist students and families with various steps in the going-to-college process. Each partner is carefully selected based upon the partner's unique ability to assist students and families with specific solutions regarding preparing for, searching for, applying to or paying for college. Students and families always indicate to us if they are interested in interacting with our partners (see "Opt In," below). Data is never "sold" to our partners or anyone else for the purposes of soliciting users.

### What is FERPA and under what circumstances can data be shared?

In 1974, Congress passed the Family Educational Rights and Privacy Act (FERPA). This Act was designed to protect the privacy of confidential student information. Schools are responsible for protecting that information and for ensuring compliance with FERPA regulations. From time to time, schools share student information as part of their routine support of students and families and within the intention of FERPA. When data is shared, it must be with a person or a company with a "legitimate educational interest." Under these circumstances, that person or company is acting as an agent of the school, a designated "school official," that has been contracted to perform a special task. ConnectEDU's client high schools verify that ConnectEDU is approved to complete the "special task" of assisting the school and its students with preparing for, searching for, applying to and paying for college. In this role, ConnectEDU is permitted to receive confidential student information from the school, without the need for separate and specific parental permission.

### What is PPRA and how does it impact the sharing of student information?

PPRA is short for Protection of Pupil Rights Act. Under this regulation, schools are required to adopt and comply with privacy procedures relating to the collection, disclosure or use of personal information from students if that information is sold for marketing purposes or provided to another who intends to use the information for marketing purposes. Parents of minor students, students over the age of 18 or emancipated minors must be given the option by the school to "opt out" of having their information shared for these purposes. Schools have existing PPRA privacy policies that allow for "opt outs" by appropriate parties. ConnectEDU, in its role as designated "school official" under FERPA, receives student information for the purpose of assisting students and parents with preparing for, searching for, applying to and paying for college. ConnectEDU's own privacy policies and terms of use of its website prohibit the sharing of any specific student's information without the express consent of the student or parent (and in the case of certain information such as the student's transcript, the school's guidance counselor). If a school is aware that a parent, a student age 18 or older or an emancipated minor has "opted out" under its PPRA privacy policy, the school should not provide data to ConnectEDU for that student. If ConnectEDU receives that data in error, the Company will remove the data immediately upon notification of the error by the school, student or parent.

### Removal / Destruction of Data

In the event that a high school discontinues its relationship with ConnectEDU, a high school can notify ConnectEDU, in writing, and ConnectEDU will destroy and remove all of the personally identifiable data provided to ConnectEDU by the high school within 15 days.

### "User Defined Online Permission"

Finally, ConnectEDU is governed by two essential principles regarding the role its users play in defining their own privacy on ConnectEDU platforms.

1. "Opt In" versus "Opt Out": "Opt Out" has been a principle that has governed the electronic sharing of data for several years. This phrase is used to describe a methodology where a user elects declines, up front, to share ANY data. Users in an online environment typically decline participation via a "check box" on the home page. Because ConnectEDU understands that certain users prefer that none of their data be shared, the Company likewise provides for a blanket "opt out." However, ConnectEDU contends that an "opt in" process is far more useful to its users and is both more conservative and flexible than traditional "opt out" processes. An "opt in" process assumes a student doesn't want to share any student-specific data unless the student answers affirmatively to a data request regarding a particular action. For example, the Company assumes a student DOESN'T want to interact with a particular college unless the student AFFIRMATIVELY RESPONDS to a request to do so. By utilizing an "opt in" process, users can flexibly decide to share student-specific data if and when they, in their sole discretion, deem it is appropriate to do so.
2. No Advertising, No Spam Policy: The Company does not accept advertising and will never sell, rent or share contact information unless directed to do so by an individual user.





# BOARD RESOLUTION

Date: May 12, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-11

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # RFP 034-1011

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


**SUBJECT:** To approve a contract with Listening For Learning to provide audiology services to students with disabilities for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$35,000.00. The contract is to be written for three years to be renewed annually at the option of the Board.

**BACKGROUND:** An RFP was completed to identify the most qualified vendor and to have the vendors compete on cost. Listening For Learning will provide, on an "as needed" basis, audiology services to students with disabilities as identified by the Individual Education Program (IEP). Services are to include screenings for evaluations, participation in diagnostic staffing, IEP development and implementation. All services are to be provided at sites and times as directed by the Office of Special Education.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.D.

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

Fund Source: 828-00-272-2132-6319	Non-GOB	Requisition #:
Amount: \$35,000.00		
Fund Source: 828-00-272-1511-6319	Non-GOB	Requisition #:
Amount:		
Fund Source: 828-00-272-1243-6319	Non-GOB	Requisition #:
Amount:		
Cost not to Exceed: \$35,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600010847

Department: Student Support Services


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

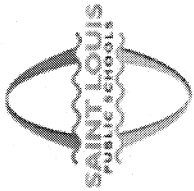
  
Dr. Carlinda Purcell, Dep. Supt., Academics

  
Angela Banks, Budget Director

  
Enos Moss, CFO/Treasurer

  
Dr. Kelvin R. Adams, Superintendent

			
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## RFP Evaluation Summary

### Audiology Services

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Listening for Learning	99		
No Response	0		
No Response	0		
No Response	0		







# BOARD RESOLUTION

Date: May 12, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-12

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # RFP 033-1011

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

**SUBJECT:** To approve a contract with Deaf Way Interpreting Services to provide sign language interpreting services to students with disabilities for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$320,000.00. The contract is to be written for three years to be renewed annually at the option of the Board.

**BACKGROUND:** An RFP was completed to identify the most qualified vendor and to have the vendors compete on cost. Deaf Way Interpreting Services will provide, on an "as needed" basis, sign language interpreting services to students with disabilities as identified by the Individual Education Program (IEP). Services are to include participation in IEP development and implementation. All services are to be provided at sites and times as directed by the Office of Special Education.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.D.

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

Fund Source: 828-00-272-1222-6319	Non-GOB	Requisition #:
Amount: \$320,000.00		
Fund Source: 828-00-272-1511-6319	Non-GOB	Requisition #:
Amount:		
Fund Source: 828-00-222-1222-6319	Non-GOB	Requisition #:
Amount:		
Cost not to Exceed: \$320,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600000639

Department: Student Support Services

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

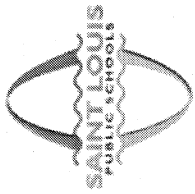
Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

SKY			
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## RFP Evaluation Summary

### Sign Language Interpreting Services

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Deafway	95		
No Response	0		
No Response	0		
No Response	0		





# BOARD RESOLUTION

Date: May 17, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-13

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # RFP 032-1011

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

**SUBJECT:** To approve a contract with Midwest Music Therapy Services, Inc. to provide music therapy services for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$47,500.00. The contract is to be written for three years to be renewed annually at the option of the Board.

**BACKGROUND:** An RFP was completed to identify the most qualified vendor and to have the vendors compete on cost. Midwest Music Therapy Services, Inc. will provide, on an "as needed" basis, music therapy services.. All services are to be provided at sites and times as directed by the Office of Special Education.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.D.

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

Fund Source: 828-00-272-2132-6319	Non-GOB	Requisition #:
Amount: \$47,500.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$47,500.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600013853

Department: Student Support Services


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

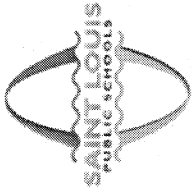
  
Dr. Carlinda Purcell, Dep. Supt., Academics

  
Angela Banks, Budget Director

  
Enos Moss, CFO/Treasurer

  
Dr. Kelvin R. Adams, Superintendent

			
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## RFP Evaluation Summary

### Music Therapy Services

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Midwest Music Therapy	100		
No Response	0		
No Response	0		
No Response	0		





# BOARD RESOLUTION

Date: May 12, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-14

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # RFP 031-1011

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

**SUBJECT:** To approve a contract with Metropolitan Speech and Language Center to provide foreign language interpreting services for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$18,000.00. The contract is to be written for three years to be renewed annually at the option of the Board.

**BACKGROUND:** An RFP was completed to identify the most qualified vendor and to have the vendors compete on cost. Metropolitan Speech and Language Center will provide, on an "as needed" basis, foreign language interpreting services to students and families as required by the Individuals with Disabilities Education Act (IDEA). All services are to be provided at sites and times as directed by the Office of Special Education.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.D.

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

Fund Source: 828-00-272-2132-6319	Non-GOB	Requisition #:
Amount: \$18,000.00		
Fund Source: 828-00-272-1511-6319	Non-GOB	Requisition #:
Amount:		
Fund Source: 828-00-222-2132-6319	Non-GOB	Requisition #:
Amount:		
Cost not to Exceed: \$18,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: TBD

Department: Student Support Services

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

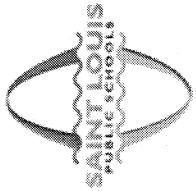
Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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## RFP Evaluation Summary

### Foreign Language Interpreting Services

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Metropolitan Speech and Language Center	53		
No Response	0		
No Response	0		
No Response	0		







# BOARD RESOLUTION

Date: May 12, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-15

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # RFP 030-1011

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

**SUBJECT:** To approve contracts for speech therapy services to be provided for the period July 1, 2011 through June 30, 2012 with multiple vendors (listed below) at a total combined cost not to exceed \$1,299,902.50. The contracts are to be written for three years to be renewed annually at the option of the Board.

**BACKGROUND:** An RFP was completed to identify the most qualified vendors and to have the vendors compete on cost. The agencies listed below were selected by our panel. The agencies will provide, on an "as needed" basis, speech therapy services to students with disabilities as identified by their Individual Education Program (IEP). Services are to include screenings for evaluations, participation in diagnostic staffing, IEP development and implementation. All services are to be provided at sites and times as directed by the Office of Special Education.

Educational Based Services (EBS), City Speech, Cumberland Therapy, and Career Staff Unlimited are the selected agencies.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.D.

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

Fund Source: 828-MZ-140-2132-6319	Non-GOB	Requisition #:
Amount: \$1,299,902.50		
Fund Source: 828-00-272-1511-6319	Non-GOB	Requisition #:
Amount:		
Fund Source: 828-00-222-1225-6319	Non-GOB	Requisition #:
Amount:		
Cost not to Exceed: \$1,299,902.50	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: Various

Department: Student Support Services

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

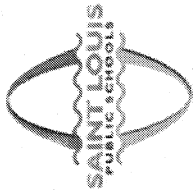
Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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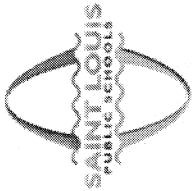


# RFP Evaluation Summary

## Speech and/or Language Pathology Services

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Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Therapists Unlimited	0 87	2	
MTX Therapy Services	0 71	7	
Cumberland Therapy Services	0 70	6	
Rehab Choice International	0 77	5	
Invo Healthcare	0 60		

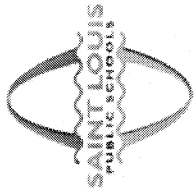


# RFP Evaluation Summary

## Speech and/or Language Pathology Services

JKL

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Supplemental Healthcare	0 84	3	
Ardor Health	0 55	9	
City Speech	0 70	4	
Adjuris Therapy	0 65	8	
Therapy Relief	0 90	1	



## RFP Evaluation Summary

### Speech and/or Language Pathology Services

2/2

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
EBS Healthcare	0 20	1	
Play on Words, LLC	0 20	2	





## BOARD RESOLUTION

Date: May 12, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-16

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # RFP 027-1011

Other Transaction Descriptors:

(i.e.: Sole Source, Ratification)

**SUBJECT:** To approve contracts for private placement services to be provided for the period July 1, 2011 through June 30, 2012 with multiple vendors (listed below) at a total combined cost not to exceed \$2,056,824.00. The contracts are to be written for three years to be renewed annually at the option of the Board.

**BACKGROUND:** An RFP was completed to identify the most qualified vendors and to have the vendors compete on cost. The agencies listed below were selected by our panel. The agencies listed below will provide, on an "as needed" basis, private placement services to students with disabilities as identified by their Individual Education Program (IEP). Services are to include screenings for evaluations, participation in diagnostic staffing, IEP development and implementation. All services are to be provided at sites and times as directed by the Office of Special Education.

Annie Malone - Emerson Academy, Edgewood Children's Home, Epworth Children and Family Services, Family Resource Center, Logos School, and St. Vincent School are the selected agencies.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.D.

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

Fund Source: 828-00-272-2132-6311	Non-GOB	Requisition #:
Amount: \$2,056,824.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$2,056,824.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: Various

Department: Student Support Services

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

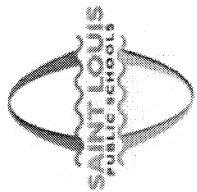
Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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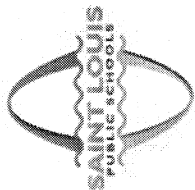


## RFP Evaluation Summary

### Private Day Placement

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
St. Vincent School	0 80	3	
Annie Malone (Emerson)	0 85	2	
Alternatives Unlimited	0 50	5	
Evangelical Children's Home	0 99	1	
Edgewood Children's Center	0 80	3	





## RFP Evaluation Summary

### Private Day Placement

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Epworth	0 77	4	
Logos School	0 80	3	
Family Resource Center	0		no packet received





## BOARD RESOLUTION

Date: May 12, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-17

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # 028 & 029

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

**SUBJECT:** To approve a contract for occupational and physical therapy services with Supplemental Health Care to be provided for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$892,060.00. The contract is to be written for three years to be renewed annually at the option of the Board.

**BACKGROUND:** Two RFP's were completed to identify the most qualified vendor in each specialty and to have the vendors compete on cost. Supplemental Health Care is the preferred provider for both services and will provide, on an "as needed" basis, both occupational and physical therapy services to students with disabilities as identified by their Individual Education Program (IEP). Services are to include screenings for evaluations, participation in diagnostic staffing, IEP development and implementation. All services are to be provided at sites and times as directed by the Office of Special Education.

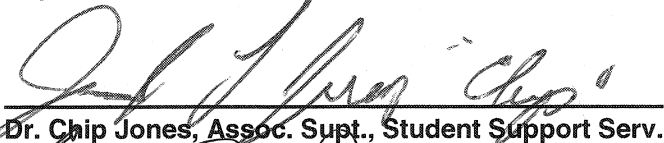
Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.D.

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

Fund Source: 828-MZ-140-2132-6319	Non-GOB	Requisition #:
Amount: \$892,060.00		
Fund Source: 828-00-272-1511-6319	Non-GOB	Requisition #:
Amount:		
Fund Source: 828-00-222-1243-6319	Non-GOB	Requisition #:
Amount:		
Cost not to Exceed: \$892,060.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600013310

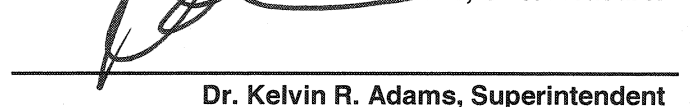
Department: Student Support Services


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

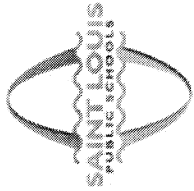
  
Dr. Carlinda Purcell, Dep. Supt., Academics

  
Angela Banks, Budget Director

  
Enos Moes, CFO/Treasurer

  
Dr. Kelvin R. Adams, Superintendent

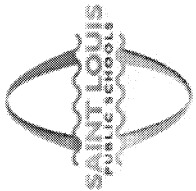
			
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# RFP Evaluation Summary

## Physical Therapy Services

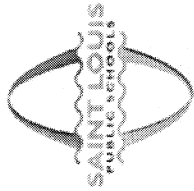
Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Supplemental Healthcare	0 80	1	
Ardor Health	0 87	4	
Rehab Choice International	0 78	3	
Cumberland Therapy Services	0 80	2	
Invo Healthcare	0 91	5	



## RFP Evaluation Summary

### Occupational Therapy Services

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Supplemental Healthcare	0 87	1	
Ardor Health	0 97	8	
Brighter Futures Therapy	0 81	3	
Adjuris Therapy	0 98	7	
Therapy Relief	0 85	2	



## RFP Evaluation Summary

### Occupational Therapy Services

Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Medical Staffing Network	0 100	7	
MTX Therapy Services	0 24	9	
Cumberland Therapy Services	0 80	4	
Rehab Choice International	0 78	5	
Invo Healthcare	0 52	9	





## BOARD RESOLUTION

Date: May 17, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-18

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

Previous Board Resolution # 06-24-10-42

Prior Year Cost \$12,000.00

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

**SUBJECT:** To approve a sole source contract renewal with the Institute For Family Medicine to provide services to the District as the Medical Director for the Office of Health Services. The services will provided beginning July 1, 2011 through June 30, 2012 at a cost not to exceed \$12,000.

**BACKGROUND:** The Institute for Family Medicine provides the services of Dr. David Campbell as the Medical Director for the District. The Medical Director provides standing medical orders for the professional registered nurses employed as school nurses and directs patient health care services to students through utilization of Family Nurse Practitioners.

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: 880-00-110-2134-6312	GOB	Requisition #:
Amount: \$12,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$12,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600012168

Department: Student Support Services

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

  
Dr. Carlinda Purcell, Dep. Supt., Academics

  
Angela Banks, Budget Director

  
Enos Moss, CFO/Treasurer

  
Dr. Kelvin R. Adams, Superintendent

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## CONTRACT RENEWAL FOR *Healthcare Services*

THIS CONTRACT RENEWAL AGREEMENT FOR Healthcare Services ("Agreement") made as of the 1st day of July, 2011, by and between The Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a corporate and metropolitan school district, with its principal office at 801 North 11<sup>th</sup> Street, Saint Louis, Missouri, and "Institute For Family Medicine", with its principal office at 4590 S. Lindbergh Blvd., St. Louis, MO 63127 (hereinafter referred to as "Contractor").

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

Whereas, The Contract includes a renewal option,

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

1. **CONTRACT RENEWAL:** SLPS and Contractor agree to renew The Contract under the same terms and conditions with the exception of the dates of service,
2. **SCHEDULE OF COMPLETION:** The start date of the renewal agreement shall be the effective date of this Agreement. The end date shall be no later than June 30, 2012.
3. **CONTRACT AMOUNT:** The agreed upon contract renewal amount is \$ 12,000.
4. **ALL OTHER TERMS AND CONDITIONS:** All other terms and conditions shall be substantially the same as those set out in The Contract.
5. **AUTHORIZATION:** this Agreement is authorized by:
  - X Board Resolution #                     , attached hereto.
  - Or
  - \_\_\_\_\_ Other:
  - Or
  - \_\_\_\_\_ Emergency Purchase Request

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

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

**CONTRACTOR  
Institute For Family Medicine  
4590 S. Lindbergh Blvd.  
St. Louis, MO 63127**

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

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

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

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

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

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



# REQUEST FOR SOLE SOURCE PURCHASE

<b>Requestor:</b> Richelle Clark	<b>Date:</b> 5/4/11
<b>Department / School:</b> Health Services	<b>Phone Number:</b> 345-4401
<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:</b> Institute For Family Medicine	<b>Email:</b>
<b>Vendor Contact:</b> David C. Campbell, M.D.	<b>Phone Number:</b> (314) 849-7669
<b>Justification Information</b>	
<b>1. Why the uniquely specified goods are required?</b>	
<p>This community service provider provides services to the District as the dedicated Medical Director for the Office of Health Services and provides direct healthcare services to students in the school setting through nurse practitioners. The Medical Director provides standing medical orders for the professional registered nurses employed as school nurses and directs patient health care services to students through the utilization of Family Nurse Practitioners. This year they have established the District's first school based clinic at the International Welcome School.</p>	
<b>2. Why good or services available from other vendors /competitors are not acceptable?</b>	
N/A - One of a kind service.	
<b>3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)</b>	
This healthcare service provider has no competitor and this specific service is only available from the Institute for Family Medicine.	
<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.





# BOARD RESOLUTION

Date: May 18, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-19

Information: ☐

Action: ☒

Action to be Approved: Contract

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

**SUBJECT:** To approve a sole source contract with Teaching Stategies, Inc. (dba. Safe and Civil Schools) to provide professional development and training for the Smaller Learning Communities Grant at Roosevelt High School and Gateway Technical High School. The services will be provided beginning July 1, 2011 through June 30, 2012 at a cost not to exceed \$15,500.00.

**BACKGROUND:** The Smaller Learning Communities Grant is designed to focus on personalizing the educational environment for students at large urban high schools. One of the program strategies identified is to help teachers develop new programs to better support students academically and behaviorally. The training through Safe and Civil Schools will help teachers design a more positive classroom structure with the goal of improving teacher to student and student to teacher interaction.

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 #:
Amount: \$15,500.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$15,500.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600000358

Department: Secondary Education

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

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

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: Safe &amp; Civil Schools</b>	<b>Email:</b>
<b>Vendor Contact: Trica McKale</b>	<b>Phone Number: 541-345-142</b>
<b>Justification Information</b>	
<b>1. Why the uniquely specified goods are required?</b>	
Safe & Civil Schools provide teacher training and strategy development for handling difficult situations in the classroom. The training also provides methods to design a classroom that will be more productive for the students to learn. The programs will be offered to Roosevelt and Gateway Tech. through the Small Learning Communities grant.	
<b>2. Why good or services available from other vendors /competitors are not acceptable?</b>	
This is a program specifically designed to help build successful classrooms in the HOUSE system.	
<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>	
Safe & Civil Schools @\$ 2500 per day for training any amount of teachers at either/or both sites.	
<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	May 12, 2011
Department Head	Date
	May 12 <sup>th</sup> , 2011
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 are not met, then the item must be bid.

Requisition #: \_\_\_\_\_

Vendor #: \_\_\_\_\_

CONSULTANT SERVICE AGREEMENT  
BETWEEN  
Special Administrative Board of the  
Transitional School District of the City of St. Louis  
AND  
Teaching Strategies, Inc dba Safe & Civil Schools

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 1st \_\_\_\_ day of July, 2011 to June 30, 2012 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 Teaching Strategies, Inc dba Safe & Civil Schools (hereinafter "Consultant"). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 93-0905279

Address: PO Box 50550, Eugene, Oregon 97405

Contact Person: Tricia McKale Skyles/Kimberly Irving  
Telephone Number: 541-345-1442

**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 **July 1, 2011**, and shall complete performance to the satisfaction of the District, as herein determined, no later than **June 30, 2012**.
2. **SCOPE OF SERVICES:** The Consultant shall provide services described more fully in Attachment "A" Scope of Services attached hereto, incorporated herein, and made a part of this Agreement ("Scope of Services" or "Services").
3. **PERFORMANCE:** The Consultant agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of

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

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of \$2500 per day plus travel expenses 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:	<b>Dr. Dan Edwards</b>
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	<b>Dr. Dan Edwards</b>
(c)	Verification of the receipt of all documents produced by Consultant pursuant to the Scope of Services by:	<b>Dr. Dan Edwards</b>

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 re-perform 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:**                      Safe & Civil Schools  
PO Box 50550  
Eugene OR 97405  
Attn: Kimberly Irving - 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 Safe & Civil Schools  
PO Box 50550  
Eugene, Oregon 97405

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

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

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

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

**ATTACHMENT A**

**SCOPE OF SERVICES**

☒ **Consultant Services**

- a. Training teachers/administrators for the SLC Grant for the time period of July 1st, 2011 to June 30, 2012..
- b.
- c.

☒ **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: Matt Sprick, Chief Operating Officer

For and on behalf of: Teaching Strategies, Inc. dba Safe & Civil

Schools (company name)

ATTACHMENT C

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, Matt Sprick, 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 Teaching Strategies, Inc. dba Safe & Civil Schools (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.

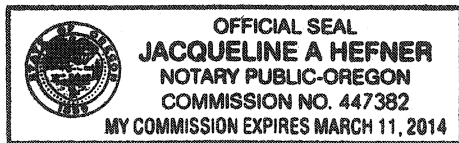
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: [Signature] (individual signature)  
For Teaching Strategies, Inc (company name)

Title: Chief Operating Officer

Subscribed and sworn to before me on this 21st day of April, 20011.



[Signature]  
NOTARY PUBLIC

My commission expires:  
3/11/2014





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jeryl Coleman
Beecher Carlson Insurance Agency LLC	PHONE (A/C, No, Ext): (541) 485-6633 FAX (A/C, No): (541) 485-3946
59 E 11th Ave	E-MAIL ADDRESS: jeryl.coleman@beechercarlson.com
PO Box 70206	PRODUCER CUSTOMER ID #: 00018050
Eugene OR 97401	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Hartford Insurance Group NAIC # 00914
Teaching Strategies Inc	INSURER B:
DBA: Safe & Civil Schools	INSURER C:
PO Box 50550	INSURER D:
Eugene OR 97405	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: CL109390829

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		52SBNI0210	9/15/2010	9/15/2011	MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000,
	<input type="checkbox"/> ANY AUTO			52SBNI0210	9/15/2010	9/15/2011	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBNI0210	9/15/2010	9/15/2011	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

School Distric of the City of St Louis is included as additional insured as respects general liability where required by written contract per attached endorsement. This form is subject to policy terms, conditions, and exclusions.

## CERTIFICATE HOLDER

## CANCELLATION

School Distric of the City of St Louis  
Attn: Dr Dan Edwards  
801 North 11th St  
St Louis, MO 63101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeryl Coleman/JERYCO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OREGON ADDITIONAL INSURED – OWNERS,  
LESSEES OR CONTRACTORS – SCHEDULED PERSON  
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s):**

School District of the City of St Louis  
801 North 11th St  
St Louis, MO 63101

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your ongoing operations for the additional insured(s) at the location(s) designated above and only to the extent that such "bodily injury", "property damage" or "personal and advertising injury" is caused by your negligence or the negligence of those performing operations on your behalf.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.





# BOARD RESOLUTION

Date: May 17, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-20

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 07-22-10-04

Prior Year Cost \$650,000.00

**SUBJECT:** To approve a contract renewal with Blue Hills Community Services for disbursement of funds to non-public schools for Title II-A programs. Estimated costs are based on 8% management fees and the payment of Professional Development services received for total reimbursable expenditures incurred by non-public schools. The total cost will not exceed \$400,000 for the period October 1, 2011 through September 30, 2012.

**BACKGROUND:** Federal law requires a set a side amount to fund non-public schools in Title II-A (Professional Development) programs. Due to the extensive measures in dispersing these funds, it was determined that a third party contractor was a fiscally positive action.

Accountability Plan Goals: Goal I: Student Performance

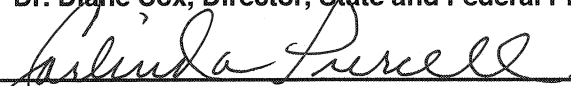
Objective/Strategy: I.A.

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

Fund Source: 859-YJ-621-2214-6312	Non-GOB	Requisition #:
Amount: \$400,000.00		
Fund Source: 814-T3-621-2214-6312	Non-GOB	Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$400,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600013326


Department: State and Federal Program


  
Dr. Diane Cox, Director, State and Federal Program

  
Dr. Carlinda Purcell, Dep. Supt., Academics

  
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: May 13, 2011
Dept / School: State & Federal Programs		Reported By: D. Cox
Vendor: Blue Hills Community Services		Vendor #: 600013326
Contract # / P.O. #: 4500153197		Contract Name: Blue Hills Community Services
Contract Amount: \$ \$650,000		Award Date: July 22, 2010
<b>Purpose of Contract (Brief Description):</b> Blue Hills serves as third party vendor to process professional development requests related to Title II and activities related to Title IV funds allocated to non-public schools.		
<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 4 3 <b>X</b> 2 1	
<b>Timeliness of Delivery or Performance</b>	5 4 3 <b>X</b> 2 1	
<b>Business Relations</b>	5 4 3 <b>X</b> 2 1	
<b>Customer Satisfaction</b>	5 4 3 <b>X</b> 2 1	
<b>Cost Control</b>	5 4 3 <b>X</b> 2 1	
<b>Average Score</b>	3	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 <b>X</b> 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

Requisition #: \_\_\_\_\_

Vendor #: \_\_\_\_\_

CONTRACTOR SERVICE AGREEMENT  
BETWEEN  
Special Administrative Board of the  
Transitional School District of the City of St. Louis  
AND  
"BLUE HILLS COMMUNITY SERVICES"

THIS CONTRACTOR AGREEMENT ("Agreement") is made and entered into as of the 1st day of July 2011, by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and "**Blue Hills Community Services**" (hereinafter "Contractor"), a Missouri Corporation organized and existing under the laws of the state of Missouri, and licensed to do business in the City of St. Louis, Missouri. The taxpayer identification number, address, contact person, and telephone number for the Contractor is as follows:

Taxpayer Identification Number: 51-0141323

Address: 3101 Broadway, Suite 770, Kansas City, MO 64111

Contact Person: Joanne Bussinger

Telephone Number: (816) 333-7870, extension 220

**WHEREAS**, the Board is in need of certain contracted services and has selected the Contractor to provide such services; and

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

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

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

1. **TERM:** The Contractor shall commence performance of this Agreement on the **1st Day of July, 2011**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30 Day of September, 2012**.
2. **SCOPE OF SERVICES:** The Contractor 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 Contractor agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District. The Contractor shall be and shall remain fully responsible for the quality and accuracy of



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

4. **COMPENSATION:** The District shall compensate the Contractor for the work outlined in the Scope of Services not to exceed the amount of \$ 400,000.00 upon full completion of services outlined in the scope of services.

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

	<b>Requirement</b>	<b>SLPS Administrator</b>
(a)	Evaluation of Contractor's performance by:	<b>M. Diane Cox</b>
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	<b>M. Diane Cox</b>
(c)	Verification of the receipt of all documents produced by Contractor pursuant to the Scope of Services by:	<b>M. Diane Cox</b>

5. **SUB-CONTRACTING:** The Contractor 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 Contractor has the authority to secure at its own expense, all necessary personnel required to perform the services under this Agreement.
7. **SUBCONTRACTS:** The Contractor may not subcontract any portion of the services hereunder without the District's prior written consent. If a subcontractor is agreed to, the Contractor 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 Contractor shall be solely responsible to pay any subcontractors it utilizes under this Agreement and the Contractor understands that the District shall have no liability whatsoever relating to such payment. The Contractor assures the District that the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor's performance under this Agreement.
- c. **Evaluations of Services Performed.** The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor be deemed a spokesman for the District in any manner for the purpose of disseminating any information hereunder.
- b. **Student Information.** The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor relating to remedy shall be at its sole expense.
- f. **Return of Confidential Information.** After expiration or termination of this Agreement, the Contractor must return all confidential information given to or generated by the Contractor hereunder within five (5) days of the District's written request. The Contractor 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** Contractor agrees to indemnify and hold harmless the Board and the Board's officers, directors, servants, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) which may be suffered by, incurred by or threatened against the Board or any officers, directors, servants, employees, or agents of the Board on account of or resulting from injury, or claim of injury to person or property arising out of the operation of the program operated by Contractor 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 Contractor. This provision shall survive termination or expiration of the Agreement.
11. **WARRANTY FOR SERVICES** Contractor warrants and represents to the Board that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor 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 Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 8 above, the Board at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the Board; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the Board for all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the Board shall be deemed mutual and severable, and not exclusive.
13. **INSURANCE** Contractor shall maintain occurrence-based insurance including comprehensive general liability in the amounts specified in Attachment A. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

The Board shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employers' Liability, with respect to the liability arising out of the performance of Contractor's services under this Agreement

14. **TERMINATION**

- a. **Termination without Cause.** The District may terminate this Agreement without cause by giving written notice of the intent to terminate. In the event that such written Notice of Intent to Terminate is provided, termination of this Agreement shall become effective thirty (30) days from the date set forth in the Notice of Intent to Terminate. The Contractor will cease work on said termination date and take all reasonable actions to minimize any expenses. The Contractor 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 Contractor 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 Contractor shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Contractor 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, Contractor shall report to, and confer with, **M. Diane Cox** and/or her designee on regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other Board administrators, officers and employees as directed or as may be necessary or appropriate.
- 17. **ASSIGNMENT** This Agreement may not be assigned by Contractor without the prior written authorization of the Board, which authorization the Board may withhold in its sole discretion.
- 18. **ENTIRE AGREEMENT** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supercede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.

19. **MODIFICATION** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties

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

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

To Contractor:                      Joanne Bussinger  
Blue Hills Community Services  
3101 Broadway, Suite 770  
Kansas City, MO 64111  
Legal Notice Enclosed

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

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

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

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

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

25. **BINDING EFFECT** The Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the

benefit of and be binding upon the successors and permitted assigns of the respective parties.

a. **Special Administrative Board Approval.** It may be necessary to obtain the approval of the Special Administrative Board (hereinafter "SAB" or "Board") for this Agreement. If so, the Contractor understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Contractor of the approval or disapproval of the SAB. The Contractor 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 Contractor. 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 Contractor understands and agrees that the obligations of the District are conditioned upon, and subject to, such execution. The Contractor 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 Contractor.

26. **RIGHTS CUMULATIVE** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies which such party may have, whether by present or future law or pursuant hereto, and each party shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or other remedy without thereby waiving or being barred or stopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.

27. **CONTRACTOR REPRESENTATIONS** Contractor acknowledges and represents that (i) Contractor 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 Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor 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. Contractor also agrees to abide by all applicable Board policies and regulations.

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

## **29. CONTRACTOR'S PERSONNEL**

- a. Assignment of the Contractor's Personnel.** The Contractor 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 Contractor 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 Contractor 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 Contractor shall use its best efforts, care, and diligence in the administration and performance of services hereunder. The Contractor 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 Contractor 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 Contractor and the District shall not be liable for such cost under any circumstance. The Contractor assures the District that the Contractor 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 Contractor. The District will receive notice of any Personnel so removed or terminated. The Contractor 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 Contractor 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 Contractor's Personnel.** If the District determines that any of the Contractor'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 Contractor in writing and the Contractor shall remove that individual from the District's account. The Contractor 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 Contractor receives the District's written notice. The Contractor will not be compensated for any expenses associated with replacing the individual. The Contractor will select, hire, and train replacement personnel within fifteen (15) days of a vacancy on the District's account.

30. **OWNERSHIP OF COMPLETED SERVICES** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Contractor Services under this Agreement shall vest in and are hereby assigned to the Board. Except as provided in this Agreement, Contractor 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. Contractor acknowledges that any copyrightable works prepared by Contractor under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the Board, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the Board for whatever use it desires, and nothing contained herein shall be deemed to constitute a mere a license or franchise in the Board.
31. **INFRINGEMENT** Contractor warrants to the Board that Contractor, 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. Contractor further represents and warrants to the Board that neither Contractor or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.
32. **USE OF DATA / INFORMATION** Information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall remain the Board's property and shall be used only in connection with the Services provided to the Board.

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

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

☒ **Board Resolution #**\_\_\_\_\_, attached hereto.

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

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

JOANNE BUSSINGER  
BLUE HILLS COMMUNITY SERVICES  
3101 BROADWAY, SUITE 770  
KANSAS CITY, MO 64111

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

By: Joanne Bussinger

Title: Contractor

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

Tax I.D. No 51-0141323

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

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

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

## ATTACHMENT A

### SCOPE OF SERVICES

#### ☒ **Contractor Services**

- a. Shall develop and implement guidelines for private school student, teacher and other educational personnel participation in accordance with the Uniform Provisions of Title IX of the Act.
- b. Shall consult with private school officials during the design and implementation of an equitable program designed to meet the needs of eligible private school students, teachers and other educational personnel.
- c. Shall consult with private school officials during the design and development of programs under the Act as relates to: i) identification of student/child needs; ii) types of services offered; iii) how, where, and by whom services shall be provided; iv) the size and scope of the equitable services provided and v) delivery mechanisms for said services.
- d. Shall assume responsibility for all planning, implementation, and monitoring of high quality professional development activities by private schools to ensure compliance with requirements of Title II, Part A and §§9501-9504 of the Uniform Provisions of Title IX of the Act.
- e. Shall be responsible for creating and maintaining all records, compliance reports, documents, notes and any other documentation required under the Act as relates to Title II.A services provided pursuant to this Agreement.
- f. Shall provide SLSD with quarterly program progress reports beginning on the Effective Date of this Agreement that shall detail each school's participation in professional development activities approved by Blue Hills Community Services including corresponding completion dates, and an accounting of all consultations with private school as required by the Act.

All services shall be performed in accordance with the terms and conditions of this Agreement, the requirements of Title II.A and Title IV.A, and §§9501-9504 of the Uniform Provisions of Title IX of the Act. All services that are reasonably inferable in or incident to providing the comprehensive objective hereunder shall be included and performed as if they were detailed under the above scope.

Blue Hills Community Services shall be subject to the direction of the District only as to the type of services to be rendered and not to the means and details for accomplishing the results; such end results to be consistent with the District's intent.

Blue Hills Community Services shall ensure that its personnel provide only those services as specified under this Agreement and for which they are qualified to perform. Blue Hills Community Service agrees that its personnel shall have all necessary knowledge, materials, and equipment required to conduct the services outlined hereunder in order to achieve the successful completion of this Agreement.

#### ☐ **Insurance Coverage**

Comprehensive General Liability:	\$1,000,000 per occurrence
Automotive Liability:	\$300,000 per occurrence
Workers Compensation:	\$0

Employer's Liability: \$0  
Other: \$0

**PAYMENT SCHEDULE**

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

**CONTRACT COSTS AND EXPENSES**  
**TO BE PAID BY BOARD**

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

**FOR OFFICE USE ONLY**

---

Vendor# \_\_\_\_\_

Requisition# \_\_\_\_\_

Purchase Order # \_\_\_\_\_

Board Resolution# \_\_\_\_\_





# BOARD RESOLUTION

Date: May 17, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 06-16-11-21

Information: ☐

Action: ☒

Action to be Approved: RFP/Bid

RFP/Bid # RFP 024-0910

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

**SUBJECT:** To approve a contract with Huber & Associates, Inc. for the purchase of new IBM servers and equipment to replace, consolidate, and virtualize the Data Center, school servers and storage. This first phase of the virtualization project will begin June 17, 2011 and end by June 30, 2012 at a cost not to exceed \$600,000.00 which includes a 10% contingency of \$55,000.00.

**BACKGROUND:** The recommendation for awarding this contract to Huber & Associates is the result of a RFP. The replacement of the current infrastructure (servers, cabling, power and air conditioning) is a critical need to the District. The capacity of the current infrastructure will soon be exceeded. Additionally, the maintenance cost of the 300+ servers continues to rise. The new infrasturture will reduce the power and air conditioning requirements due to newer technology; most mainenance requirements will be handled remotely-critical with a small staff.

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: 905-00-910-2629-6333	Non-GOB	Requisition #:
Amount: \$600,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$600,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: TBD

Department: Technology Services

Dr. Jesolyn Larry, Interim Chief Information Ofr.

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

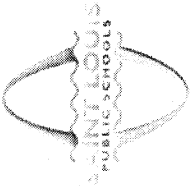
Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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# RFP Evaluation Summary

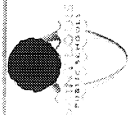
## Data Center Virtualization



Name of Vendor	Evaluation Pts Avg Total	Ranking (1, 2, 3, etc)	Comments
Netelligent	72.83	2nd	
Huber & Associates	87.83	1st	Cost and Overall Evaluation.





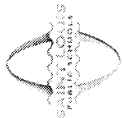


# Evaluation Form

## Data Center Virtualization

### Netelligent

Criteria	Possible Points	Points 30 Pts	1	2	3	4	5	6	7	8	Avg
<b>Project Management</b>											
- Evaluate the Proposed Project Manager (knowledgeable)	5		3	3	4	3	5	5			4
- Evaluate the Proposed Implementation Team	5		5	4	4	2	5	5			4
- Evaluate the Timeline (too long, realistic)	5		5	4	4	3	2	3			3
- Attention to detail	5		5	3	4	2	5	4			4
- Are they listening to what we are saying	10		10	7	9	5	9	8	0		8
		0	28	21	21	15	26	25	0	0	22.67
<b>Cost</b>		35 Pts									
- Bottom Line cost and explanation (is it adequate)	15		11	12	11	6	12	0			9
- Does the pricing reflect what we are asking for	5		4	4	5	3	4	4			4
- Is the training proposed adequate	5		5	5	5	3	5	5			5
- Did they include data center core information that is useful	5		5	3	5	3	5	5			4
- Did they include unit pricing for each school site	5		3	4	5	2	5	0			3
		0	28	28	31	17	31	14	0	0	21.83
<b>Implementation and Virtualization</b>		20 Pts									
- Is the updated proposal complete and workable	10		10	8	7	5	10	5			8
- Response to P to V's, is it adequate (Includes SAP, SIS?)	10		8	7	7	4	4	8			6
		0	18	15	14	9	14	13	0	0	13.83
<b>Experience</b>		10 Pts									
- Expertise with VMWare and Virtualization	5		5	5	5	3	3	5			4
- Are the service techs local	5		5	4	5	4	5	5			5
		0	10	9	10	7	8	10	0	0	9
<b>M/WBE Participation</b>		5 Pts									
- Documents M/WBE Participation	2.5		2.5	1	0	1	2.5	2.5			2
- Meets District Goals	2.5		1	1	0	1	2.5	0			1
		0	3.5	2	0	2	5	2.5	0	0	2.5
<b>Total Evaluation</b>		0	87.5	75	76	50	84	64.5	0	0	72.83



# Evaluation Form

## Data Center Virtualization

Huber & Associates

Criteria	Possible Points	Points	1	2	3	4	5	6	7	8	Avg
<b>Project Management</b>		30 Pts									
- Evaluate the Proposed Project Manager (knowledgeable)	5		5	4	5	3	5	5			5
- Evaluate the Proposed Implementation Team	5		5	5	5	4	5	5			5
- Evaluate the Timeline (too long, realistic)	5		5	3		3	5	5			4
- Attention to detail	5		5	5	5	3	5	5			5
- Are they listening to what we are saying	10		10	8	9	7	10	10			9
		0	30	25	24	20	30	30	0	0	26.5
<b>Cost</b>		35 Pts									
- Bottom Line cost and explanation (is it adequate)	15		15	14	15	10	15	12			14
- Does the pricing reflect what we are asking for	5		5	5	5	4	5	5			5
- Is the training proposed adequate	5		5	4	5	4	4	5			5
- Did they include data center core information that is useful	5		5	3	5	4	3	5			4
- Did they include unit pricing for each school site	5		5	4	5	4	5	5			5
		0	35	30	35	26	32	32	0	0	31.67
<b>Implementation and Virtualization</b>		20 Pts									
- Is the updated proposal complete and workable	10		10	9	9	8	10	10			9
- Response to P to V's, is it adequate (Includes SAP, SIS?)	10		10	8	9	8	10	10			9
		0	20	17	18	16	20	20	0	0	18.5
<b>Experience</b>		10 Pts									
- Expertise with VMWare and Virtualization	5		5	5	5	5	5	5			5
- Are the service techs local	5		0	3	3	3	3	2.5			2
		0	5	8	8	8	8	7.5	0	0	7.117
<b>M/WBE Participation</b>		5 Pts									
- Documents M/WBE Participation	2.5		2.5	1	2.5	2	2.5	2.5			2
- Meets District Goals	2.5		2.5	1	2.5	1	2.5	0			2
		0	5	2	5	3	5	2.5	0	0	3.75
<b>Total Evaluation</b>	0	100 Pts	95	82	90	73	95	92	0	0	87.83





# BOARD RESOLUTION

Date: May 17, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-22

Information: ☐

Action: ☒

Action to be Approved: RFP/Bid

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

**SUBJECT:** To approve a contract with HP, Inc. to provide Openview, the Network Node Manager software, that is used to monitor the status of the network beginning July 1, 2011 through June 30, 2012 at a cost not to exceed \$49,000.00.

**BACKGROUND:** The Network Node Manager is an enterprise management system. It allows St. Louis Public Schools to manage and monitor the status of network nodes, including routers, switches, servers and network devices. Once the software detects a problem, an alarm is sent to a technician, providing a proactive approach to maintenance. The data that measures the success of the software is the number/accuracy of alarms that are sent. Use of this software prevents downtime for the District's network.

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: \$49,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$49,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: TBD

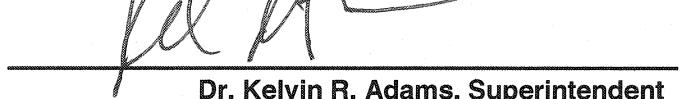
Department: Technology Services

  
Angela Banks, Budget Director

  
Dr. Jesolyn Larry, Interim Chief Information Ofr.

  
Enoch Moss, CFO/Treasurer

  
Mary M. Houlihan, Dep. Supt., Operations

  
Dr. Kelvin R. Adams, Superintendent

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i n v e n t

## Budgetary Estimate

To: St. Louis Public Schools  
801 N. 11th Street  
St. Louis, MO 63101

Attn: Tom Roehr  
Phone: 314.345.5763  
Fax:  
Email: troehr@slps.org

### In reply to your request:

HP Estimate #      Created  
4/20/2011

### Your HP Sales Contact:

Andrew Melton, Inside Sales  
Phone: 5013392425  
Fax:  
Email: andrew.rya.melton@hp.com

### HP Confidential and Proprietary Information Do Not Share.

The information set forth herein is for budgetary purposes only. This estimate has been generated in advance of a complete detailed design and is therefore for preliminary pricing purposes only.

Solution	Net Price
Hardware Total:	\$0.00
Software Total:	\$38,500.00
Support Total:	\$10,440.96
Other Total:	\$0.00
Shipping and Handling Total:	\$0.00
Grand Total:	\$48,940.96
<b>Delivery Method</b> Standard Delivery Duty Paid	

Print Date: 4/20/2011 9:42:49AM



i n v e n t

## Budgetary Estimate

Estimate Number							Page
							1
No.	Qty	Product	Description	Unit List Price	Total Disc %	Net Price	Ext. net Price
0100	80	T4638AAE	HP NNM i 3500+/50 SW E-LTU	\$575.00	30.00	\$402.50	\$32,200.00
0200	2	TB369AAE	HP NNM iSPI Perf Metrcs 50+/50 SW E-LTU	\$4,500.00	30.00	\$3,150.00	\$6,300.00
0300	1	HA107A1	HP 1y 24x7 SW Support				
	2	Opt. 3ZQ	HP Software 3ZQ Supp	\$1,215.54	30.00	\$850.88	\$1,701.76
	80	Opt. 7U8	HP Software 7U8 Supp	\$156.06	30.00	\$109.24	\$8,739.36
Grand Total:						\$48,940.96	

**HP Confidential and Proprietary Information Do Not Share.**

The information set forth herein is for budgetary purposes only. This estimate has been generated in advance of a complete detailed design and is therefore for preliminary pricing purposes only.



i n v e n t

## Budgetary Estimate

Estimate Number

Page

2

**HP Confidential and Proprietary Information Do Not Share.**

The information set forth herein is for budgetary purposes only. This estimate has been generated in advance of a complete detailed design and is therefore for preliminary pricing purposes only.

Print Date: 4/20/2011 9:42:49AM





## Budgetary Quotation

Quote Number 39205

Prepared By: Ronna Haarmann

Client  
Tom Roehr  
St. Louis Public Schools

Account Marketing Manager  
Matt OConnor  
Maryville Technologies - St. Louis  
Office Phone: (636) 519-4100  
Fax Phone: (636) 519-4141

QTY	MFR P/N	NM i 9.1 Upgrade Licensings -	LIST PRICE	EXTENDED LIST PRICE	CLIENT PRICE	EXTENDED CLIENT PRICE
78	T4638AAE	HP NNM I 3500+/50 SW E-LTU	575.00	44,850.00	474.38	37,001.64
2	TB385AAE	HP NNMI+PERF METRICS 50+/50 SW E-LTU	6,000.00	12,000.00	4,950.00	9,900.00
1	HA107A1	HP CP 1Y 24x7 SW SPT	0.00	0.00	0.00	0.00
2	HA107A1-1KD	HP SOFTWARE 7U8 SUPP	1,587.06	3,174.12	1,428.35	2,856.70
78	HA107A1-7U8	HP SOFTWARE 7U8 SUPP	156.06	12,172.68	140.45	10,955.10
TOTAL				72,196.80		60,713.44

Note 1: Please advise us if a tax-exempt status applies to any of your purchase; otherwise, sales tax will be billed as applicable.

Note 2: Any freight costs will be billed at actual amount as received.

**This quote expires 05/19/11.**

Except as otherwise agreed to in writing by the parties, acceptance of this quotation indicates client's acceptance of Maryville Technologies' standard Master License Agreement, Level 1 Service Agreement, Product, Services or Education Terms and Conditions, as appropriate for the items ordered. Notwithstanding the foregoing, prices shall be subject to increase in the event of an increase in Seller's costs or other circumstances beyond Seller's reasonable control. All purchase orders or similar documents are subject to credit approval.



DATE May 11, 2011  
EXP DATE June 10, 2011

SALESPERSON	PAYMENT TERMS (Days)
Christine McGettigan	NET-30

[illegible]

<b>SUBTOTAL</b>	<b>\$49,381.40</b>
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**S&H**

TOTAL	\$49,381.40
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To accept this quotation, sign here and return: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**





# BOARD RESOLUTION

Date: May 17, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: Ag-16-11-23

Information: ☐

Action: ☒

Action to be Approved: Contract

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

**SUBJECT:** To approve a sole source contract with DIRSEC, Inc for implementation of M86 Security and internet filtering solution. This solution provides filtering of all the District's Internet traffic and ensures compliance with CIPA (Children's Internet Protection Act), a requirement for E-rate funding. The price includes hardware and a subscription from July 1, 2011 through June 30, 2012 at a cost not to exceed \$42,000.00.

**BACKGROUND:** The District data that is used to determine the need for the service is the report that is disseminated via the filtering logs identifying 'unallowed sites' that are trapped in the filter each day. The data that measures the success of the service/support is the number of harmful sites that are successfully blocked, thus providing safe, functioning reliable resources for students and teachers.

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-L3-110-2223-6319	GOB	Requisition #:
Amount: \$42,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$42,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600012122

Department: Technology Services

Dr. Jesolyn Larry, Interim Chief Information Ofr.

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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DIRSEC, INC.  
P. O. Box 6247  
Broomfield, CO 80021  
WWW.DIRSEC.COM  
A Colorado S Corp. Est. 2001



**Quotation**



Quote #: St. Louis\_M86\_042811  
Date: April 28, 2011

FOB: \_\_\_\_\_  
VIA: \_\_\_\_\_  
Terms: Net 30  
Quoted by: Dade Myres  
Phone: 303.581.7915  
Fax: 720.294.9928

Prepared for: **St. Louis Public Schools**  
Attention: Jesolyn Larry  
Phone: 314-345-2383  
Email: [jesolyn.larry@slps.org](mailto:jesolyn.larry@slps.org)

Line #	Qty	Lead Time	Part#	M86 Product Description	Item Price	Total		St. Louis Public Schools One Year Price
						Retail		
1	7,000	7 Days	130000-F-A	1 Year M86 Internet Filter & Reporter - (Subscription Service, License & 24/7 Support, Mobile Filtering )	\$ 5.00	\$ 35,000.00	\$	31,080.00
				<b>Filter Appliance</b>				
2	1	7 Days	631700-A	WF-700 all in one Filtering appliance supports up to 30K concurrent workstations - (Includes 12 Months Hardware Warranty)	\$ 6,495.00	\$ 6,495.00	\$	4,988.16
				<b>Enterprise Reporter</b>				
3	1	7 Days	632700-A	SR-700 Reporting appliance supports up to 30K concurrent workstations (Includes 12 Months Hardware Warranty)	\$ 6,495.00	\$ 6,495.00	\$	4,988.16
				<i>The first two hours of DirSec services are provided at no cost. Additional consulting hours will be negotiated.</i>				
						<b>Total Retail</b>		
						\$ 47,990.00		
						<b>Subtotal Price</b>		\$ 41,056.32
						<b>Approx. Tax</b>		<b>Tax Exempt</b>
						<b>Approx. S &amp; H</b>		<b>210.00</b>
						<b>St. Louis Total</b>		<b>41,266.32</b>

All prices quoted herein may be considered firm for a period of thirty(30) days from the date of this quotation unless otherwise specified. This quote is subject to revision or cancellation of conditions prior to acceptance. Price quoted may not include applicable State or Local taxes. Pricing does not include freight.  
DirSec, Inc. Confidential and Proprietary

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

Representing the Best of Breed Vendors- FIREWALLS, WEBSECURITY, INTRUSION DETECTION, PASSWORD AUTOMATION, DIRECTORY, PROVISIONING, APPLICATION SECURITY, SECURE PORTALS, SECURE EMAIL, SECURE INSTANT MESSAGING.

Services include: Architecture, Design, Installation, Upgrades, Audits

**DIRSEC**  
The Security People.





# BOARD RESOLUTION

Date: May 16, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-24

Information: ☐

Action: ☒

Action to be Approved: Contract

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

**SUBJECT:** To approve a sole source contract with Haddock Education Technology to provide five days of contracted professional development services in Promethean board use beginning June 25, 2011 through July 14, 2011 at a cost not to exceed \$9,300.00.

**BACKGROUND:** Walk through data indicates that current interactive boards are not being used efficaciously nor effectively by staff. This training will result in a cadre of SLPS staff members becoming Promethean Board Certified Trainers. This will provide an internal resource to provide ongoing professional development in the District to ensure more appropriate use of technology in instruction.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.a.i

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

Fund Source: 814-BS-231-2213-6319	Non-GOB	Requisition #: 10124572
Amount: \$9,300.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$9,300.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600013273

Department: School Improvement

Dr. Jesolyn Larry, Interim Chief Information Ofr.

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent







# REQUEST FOR SOLE SOURCE PURCHASE

<b>Requestor:</b> D. Cox	<b>Date:</b> May 6, 2011
<b>Department / School:</b> School Improvement	<b>Phone Number:</b> 314-345-2324
<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>	
Haddock EducationTechnologies is the sole provider of Promethean goods and services in this region.	
<b>Vendor Name:</b> Haddock Education Technologies	<b>Email:</b> kelleysimers@gohaddock.com
<b>Vendor Contact:</b> Kelley Simers	<b>Phone Number:</b> (314) 800-8650
<b>Justification Information</b>	
<b>1. Why the uniquely specified goods are required?</b>	
The district has purchased a number of Promethean boards and walkthrough data indicates that interactive boards are not being appropriately used in instruction. This training will work to ensure this technology resource is used efficaciously and appropriately.	
<b>2. Why good or services available from other vendors /competitors are not acceptable?</b>	
Promethean services are not available from another vendor in the region.	
<b>3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)</b>	
Purchasing informed me of the exclusivity of Haddock in providing Promethean goods and services.	
<b>4. List the Names of other Vendors contacted &amp; Price Quotes:</b>	
N/A	
<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 are not met, then the item must be bid.

Requisition #: \_\_\_\_\_

Vendor #: 600013273

CONSULTANT SERVICE AGREEMENT  
BETWEEN  
Special Administrative Board of the  
Transitional School District of the City of St. Louis  
AND  
"Haddock Education Technologies"

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of May 8, 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 "Haddock Education Technologies" (hereinafter "Consultant"). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 48-0909314

Address: 10096 East 13<sup>th</sup> St., Suite 138, Wichita , Kansas 67206

Contact Person: Kelly Simers

Telephone Number: 314-800-8650

**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 **15<sup>th</sup> Day of June, 2011**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30<sup>th</sup> Day of July, 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 \$ 9,300.00 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:	Jesolyn Larry
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Jesolyn Larry
(c)	Verification of the receipt of all documents produced by Consultant pursuant to the Scope of Services by:	Jesolyn Larry

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 re-perform 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 **Jesolyn Larry** 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:                      Kelly Simers - Rep  
Haddock Education Technologies  
10096 East 13<sup>th</sup> St., Suite 138  
Wichita, Kansas 67206  
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:

X **Board Resolution #** \_\_\_\_\_, attached hereto.

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

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

Kelly Simers - Rep  
Haddock Education Technologies  
10096 East 13<sup>th</sup> St., Suite 138  
Wichita, Kansas 67206

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

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

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

**Title:** Consultant

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

**Date:** May 8, 2011

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

**Tax I.D. No** 48-0909314

**ATTACHMENT A**

**SCOPE OF SERVICES**

☒ **Consultant Services**

- a. Conduct five additional days (6 hours per day) of training on Promethean Boards
- b. Consultants will validate all attendees of Phase #4 sessions that successfully complete the training as certified Promethean Board trainers
- c. Provide online/phone support between all sessions at no additional cost
- d. Professional development sessions will be subcontracted by Haddock to Promethean and this action is approved by SLPS.

☒ **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.

- I. District will provide the following:
  1. Training room
  2. Copies of necessary training materials provided two weeks in advance by the consultant/company

**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: Kelley Simers, Sales Consultant

For and on behalf of: Haddock Education Technologies

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: May 17, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-25

Information: ☐

Action: ☒

Action to be Approved: Purchase of Good (s)

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

**SUBJECT:** To approve a purchase of software using the state contract through World Wide Technology, Inc to provide the MAGIC Help Desk upgrade software. This software is used to track all trouble shooting calls that are made to the Technology Help Desk. The cost of the upgrade will not exceed \$20,000.00.

**BACKGROUND:** The MAGIC software has been used since 2000 (never upgraded) and provides the District data that reports Help Desk trouble ticket logs. The data that measures the success of the software is the number of trouble tickets created/closed each month (500+). Use of this software ensures the continued maintenance of the District's technology resources.

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 #: 10124392
Amount: \$20,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$20,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600005444

Department: Technology Services

  
Dr. Jesolyn Larry, Interim Chief Information Ofc.

  
Mary M. Houlihan, Dep. Supt., Operations

  
Angela Banks, Budget Director

  
Enos Moss, CFO/Treasurer

  
Dr. Kelvin R. Adams, Superintendent

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2223-6441-63

Vendor # 600005444  
#10124392



State of MO-PVC-ST -- C206026001

March 23, 2011 9:16 AM  
Page 1 of 1

Quote Number: 1341928.1

Prepared By: Kissell, Michelle R.

World Wide Technology, Inc.  
Veldon Parkway  
Gladwin Heights, MO 63043

Phone: 314-919-1607  
Fax: 800-775-5475  
Email: michelle.kissell@wwt.com  
C.C.: KISSELL, MICHELLE

Submitted Date:  
Contact:  
Agency/Company:  
Phone:  
Fax:  
e-mail:  
Bid #:  
WWT Quote #:

Larry, Jesolyn  
St. Louis Public Schools, MO  
Jesolyn.Larry@slps.org  
BMC Service Desk Express Suite  
1341928.1

Account Manager:  
Est. Mgr. Phone:  
Est. Mgr. e-mail:

Description	Manufacturer	Part Number	Qty	Customer Unit Price	Extended Price	ATS (Days)
BMC Service Desk Express Suite - License - 1 concurrent user - Win Quote Valid through 03/31/2011 mikechitwood@schillers.com	BMC SOFTWARE	LPN17.0.0.00	5	\$2,391.48	\$11,957.40	
BMC Service Desk Express Suite - License - 1 concurrent user - Win—SUPPORT mikechitwood@schillers.com	BMC SOFTWARE	LPN17.0.0.00 SUPPORT	5	\$691.60	\$3,458.00	
Sub Total:				\$15,415.40		

Subtotal: \$15,415.40  
0% Contract Fee (Minimum \$0.00): \$0.00  
Shipping Charges: \$0.00  
Grand Total: \$15,415.40

ATS - Available to Ship

Learn more about WWT's Cisco Authorized Training Courses, Rates Promotions,  
online to <http://www.wwt.com/ciscotraining.html> or call WWT today at (800) 432-7008  
or call 888-234-8898  
Option #1 - Sales/Place Order  
Option #2 - Order Status/Return  
Option #3 - Service (report a trouble call  
Option #4 - Hardware Maintenance Pricing  
CS - Prices quoted above do not include tax. Buyer acknowledges Seller will charge sales tax, in addition to prices quoted, when applicable under law. By acceptance of this Quote, Buyer accepts liability for applicable taxes and agrees to  
Seller for such taxes charged.

Copy to 11/14/2011





# BOARD RESOLUTION

Date: May 17, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-26

Information: ☐

Action: ☒

Action to be Approved: Contract

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

**SUBJECT:** To approve contracts with various vendors (listed below) to provide Interactive Board and Technology Training beginning June 17, 2011 through June 30, 2012 at a cost not to exceed \$20,000.00.

**BACKGROUND:** As schools purchase Interactive Boards and other technology for instruction, teachers must be trained in the use of the new equipment. Selected individuals will be certified technology trainers using multiple platforms (Office Suite, Smart Learning Center, and Promethean). The certified trainer will deliver the appropriate platform training for teachers when new equipment is installed. The vendors to be used for this training include Schillers, Haddock Education Technology, Microsoft, and Intel.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 1.a.1

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

Fund Source: 814-BS-231-2213-6319	Non-GOB	Requisition #:
Amount: \$20,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$20,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: Various

Department: School Improvement

Dr. Jesolyn Larry, Interim Chief Information Ofc.

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent





# BOARD RESOLUTION

Date: May 13, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-1671-27

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # 038-1011

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

**SUBJECT:** To approve a contract with Engineered Fire Protection, Incorporated to provide inspections and repair services for fire sprinklers and associated backflow preventers in select District schools and buildings beginning July 1, 2011 through June 30, 2012 at a cost not to exceed \$66,100.00 pending legal review and availability of funds.

**BACKGROUND:** Yearly inspections of fire sprinkler systems at select District schools and buildings are required to ensure compliance with all local, state and federal codes. The vendor will be responsible for conducting the annual inspections, proposing repairs and repairing the systems as approved. This service will ensure the District's compliance with the City Fire Marshall. This contract will be a one year contract with options to renew for three additional years.

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: 905-00-110-2624-6333	GOB	Requisition #:
Amount: \$66,100.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$66,100.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600013287

Department: Operations

Angela Banks, Budget Director

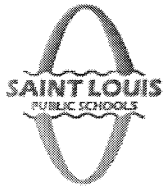
Enos Moss, CFO/Treasurer

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

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

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May 13, 2011

## MEMORANDUM

**TO:** Rick Schaeffer: Purchasing Office

**FROM:** Tom Goodrich

**RE:** Bid Evaluation Record for RFP# 038-1011 Fire Sprinkler and Associated Backflow Prevention Inspection, Maintenance and Repair Services

The evaluation began at 4/28/11, 3:00p.m. and was concluded at 2/29/11 4:00 p.m. The evaluation committee consisted of the following:

Roger CayCe	Building Commissioner	SLPS
Tom Goodrich	Project Manager	SLPS
Yvonne Green	Project Manager	SLPS
Mike Dobbs	Project Manager	SLPS
Rick Schaeffer	Purchasing Officer	SLPS

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
Cintas Fire Protection Co.	See Bid Summary	240	No
Engineered Fire Protection	See Bid Summary	360	Yes
R.J. Neubert Fire Sprinklers	See Bid Summary	332	No
Simplex Grinnell LP	See Bid Summary	240	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 038-1011 DISTRICT WIDE FIRE SPRINKLER AND ASSOCIATED BACKFLOW PREVENTION INSPECTION, MAINTENANCE AND REPAIR SERVICES						
Contractor	Cost	M/WBE Participation	Prior Performance with SLPS	Use of P Card	Vendor's Experience and Demonstrative Performance	Scores
Cintas Fire Protection Co.	\$37,449 Inspections 2012 0% Increase 2013 0% Increase 2014 0% Increase Hour Rate for Repairs \$??	No	Yes	Yes	Good	
Score	Max 40% ( 30 )	Max 30% ( 0 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	60%
Engineered Fire Protection	\$34,361 Inspections 2012 0% Increase 2013 0% Increase 2014 1% Increase Hour Rate for Repairs \$110.00 No Fuel Charges	25% M/BE Boots on the Ground	Yes	Yes	Good	
Score	Max 40% ( 40 )	Max 30% ( 20 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	90%
R.J. Neubert Fire Sprinklers	\$32,912 Inspections 2012 5% Increase 2013 5% Increase 2014 5% Increase Hour Rate for Repairs \$98.00 Some Fuel Charges	W/BE Owned	Yes	Yes	Good	
Score	Max 40% ( 38 )	Max 30% ( 15 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	83%
Simplex Grinnell LP	\$34,919 Inspections 2012 0% Increase 2013 0% Increase 2014 0% Increase Hour Rate for Repairs \$120.00 Fuel Sur-Charge \$24.00	No	Yes	Yes	Good	
Score	Max 40% ( 35 )	Max 30% ( 0 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	65%

NAME: Tom Goodrich

BID SUMMARY FOR RFP 038-1011 DISTRICT WIDE FIRE SPRINKLER AND ASSOCIATED BACKFLOW PREVENTION INSPECTION, MAINTENANCE AND REPAIR SERVICES						
Contractor	Cost	M/WBE Participation	Prior Performance with SLPS	Use of P Card	Vendor's Experience and Demonstrative Performance	Scores
Cintas Fire Protection Co.	\$37,449 Inspections 2012 0% Increase 2013 0% Increase 2014 0% Increase Hour Rate for Repairs \$??	No	Yes	Yes	Good	
Score	Max 40% ( 30 )	Max 30% ( 0 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	60%
Engineered Fire Protection	\$34,361 Inspections 2012 0% Increase 2013 0% Increase 2014 1% Increase Hour Rate for Repairs \$110.00 No Fuel Charges	25% M/BE Boots on the Ground	Yes	Yes	Good	
Score	Max 40% ( 40 )	Max 30% ( 20 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	90%
R.J. Neubert Fire Sprinklers	\$32,912 Inspections 2012 5% Increase 2013 5% Increase 2014 5% Increase Hour Rate for Repairs \$98.00 Some Fuel Charges	W/BE Owned	Yes	Yes	Good	
Score	Max 40% ( 38 )	Max 30% ( 15 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	83%
Simplex Grinnell LP	\$34,919 Inspections 2012 0% Increase 2013 0% Increase 2014 0% Increase Hour Rate for Repairs \$120.00 Fuel Sur-Charge \$24.00	No	Yes	Yes	Good	
Score	Max 40% ( 35 )	Max 30% ( 0 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	65%

NAME: Yvonne Green

BID SUMMARY FOR RFP 038-1011 DISTRICT WIDE FIRE SPRINKLER AND ASSOCIATED BACKFLOW PREVENTION INSPECTION, MAINTENANCE AND REPAIR SERVICES						
Contractor	Cost	M/WBE Participation	Prior Performance with SLPS	Use of P Card	Vendor's Experience and Demonstrative Performance	Scores
Cintas Fire Protection Co.	\$37,449 Inspections 2012 0% Increase 2013 0% Increase 2014 0% Increase Hour Rate for Repairs \$??	No	Yes	Yes	Good	
Score	Max 40% ( 30 )	Max 30% ( 0 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	60%
Engineered Fire Protection	\$34,361 Inspections 2012 0% Increase 2013 0% Increase 2014 1% Increase Hour Rate for Repairs \$110.00 No Fuel Charges	25% M/BE Boots on the Ground	Yes	Yes	Good	
Score	Max 40% ( 40 )	Max 30% ( 20 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	90%
R.J. Neubert Fire Sprinklers	\$32,912 Inspections 2012 5% Increase 2013 5% Increase 2014 5% Increase Hour Rate for Repairs \$98.00 Some Fuel Charges	W/BE Owned	Yes	Yes	Good	
Score	Max 40% ( 38 )	Max 30% ( 15 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	83%
Simplex Grinnell LP	\$34,919 Inspections 2012 0% Increase 2013 0% Increase 2014 0% Increase Hour Rate for Repairs \$120.00 Fuel Sur-Charge \$24.00	No	Yes	Yes	Good	
Score	Max 40% ( 35 )	Max 30% ( 0 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	65%

BID SUMMARY FOR RFP 020-1011 DISTRICT WIDE PEST CONTROL SERVICES						
Contractor	Total Price and Cost Effectiveness of Proposal	M/WBE Participation	Prior Working Relationship with the District	Use of Purchasing Card	Vendors Experience and Demonstrative Performance	Scores
McCann Pest & Termite Services	Annual Costs Building Less Kitchens: \$34,008 Kitchens: \$5,148 Annual Increases 2012: 0% 2013: 3% 2014: 3% 2015: 3%	WBE Owned	Great	Yes	OK	
Score	Max 40% ( 40 )	Max 30% ( 25 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	95%
Orkin Pest Control	Annual Costs Building Less Kitchens: \$40,892 Kitchens: \$40,892 Annual Increases 2012: 0% 2013: 0% 2014: 0% 2015: 0%	None	Unknown	Yes	OK	
Score	Max 40% ( 25 )	Max 30% ( 0 )	Max 10% ( 5 )	Max 10% ( 10 )	Max 10% ( 10 )	50%
Terminix Commercial	Annual Cost Building less Kitchens: \$69,240 Kitchens: \$27,264 Annual Increases 2012: 3.5% 2013: 3.5% 2014: 3.5% 2015: 3.5%	None	Unknown	Yes	OK	
Score	Max 40% ( 20 )	Max 30% ( 0 )	Max 10% ( 5 )	Max 10% ( 10 )	Max 10% ( 10 )	45%





# BOARD RESOLUTION

Date: May 13, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-28

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # 021-1011

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

**SUBJECT:** To approve a contract with Advanced Elevator Company, Inc to provide elevator inspection, maintenance and repair services for District schools and buildings beginning July 1, 2011 through June 30, 2012 for an amount not to exceed \$250,000.00 pending legal review and available funding.

**BACKGROUND:** Properly functional elevators, dumbwaiters and wheelchair lifts are a life safety concern for students and staff in schools and buildings and are required under standards set by the Americans with Disabilities Act. In addition, annual state inspections and certifications are required under the Missouri Division of Fire Safety Elevator Safety Unit. This contract will be a one year contract with three one (1) year renewal options.

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: 905-00-110-2624-6333	GOB	Requisition #:
Amount: \$250,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$250,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600004233


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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May 13, 2011

## MEMORANDUM

**TO: Rick Schaeffer: Purchasing Office**

**FROM: Tom Goodrich**

**RE: Bid Evaluation Record for RFP# 021-1011 Elevator Maintenance and Repair Services District Wide**

The evaluation began at 3/24/11, 2:00 p.m. and was concluded at 3/28/11 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
Rick Schaeffer	Purchasing Officer	SLPS

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
Missouri Elevator & Escalator Inc	See Price Sheet	253	No
St. Louis Elevator Inc	See Price Sheet	199	No
Advanced Elevator Company	See Price Sheet	278	Yes
Midwest Elevator	No Bid		

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: Mike Dobbs

[illegible]



Name: Roger L. CayCe

BID SUMMARY FOR RFP 021-1011 DISTRICT WIDE ELEVATOR INSPECTION AND REPAIR SERVICES						
Contractor	Total Price and Cost Effectiveness of Proposal	M/WBE Participation	Prior Working Relationship with the District	Use of Purchasing Card	Vendors Experience and Demonstrative Performance	Scores
Missouri Elevator & Escalator Inc.	See Cost Comparison Sheet	6%	Not Great	Yes	OK	
Score	Max 40% ( 38 )	Max 30% ( 5 )	Max 10% ( 0 )	Max 10% ( 10 )	Max 10% ( 8 )	61%
St. Louis Elevator Company	See Cost Comparison Sheet	None	Unknown	Yes	Unknown	
Score	Max 40% ( 30 )	Max 30% ( 0 )	Max 10% ( 0 )	Max 10% ( 10 )	Max 10% ( 8 )	48%
Advanced Elevator Company, Inc	See Cost Comparison Sheet	None	Great	Yes	OK	
Score	Max 40% ( 40 )	Max 30% ( 0 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	70%
Midwest Elevator	Declined to Bid					
Score	Max 40% ( 0 )	Max 30% ( 0 )	Max 10% ( 0 )	Max 10% ( 0 )		

Name: Tom Goodrich

BID SUMMARY FOR RFP 021-1011 DISTRICT WIDE ELEVATOR INSPECTION AND REPAIR SERVICES						
Contractor	Total Price and Cost Effectiveness of Proposal	M/WBE Participation	Prior Working Relationship with the District	Use of Purchasing Card	Vendors Experience and Demonstrative Performance	Scores
Missouri Elevator & Escalator Inc.	See Cost Comparison Sheet	6%	Not Great	Yes	OK	
Score	Max 40% ( 38 )	Max 30% ( 5 )	Max 10% ( 3 )	Max 10% ( 10 )	Max 10% ( 8 )	64%
St. Louis Elevator Company	See Cost Comparison Sheet	None	Unknown	Yes	Unknown	
Score	Max 40% ( 35 )	Max 30% ( 0 )	Max 10% ( 5 )	Max 10% ( 10 )	Max 10% ( 8 )	58%
Advanced Elevator Company, Inc	See Cost Comparison Sheet	None	Great	Yes	OK	
Score	Max 40% ( 38 )	Max 30% ( 0 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	68%
Midwest Elevator	Declined to Bid					
Score	Max 40% ( 0 )	Max 30% ( 0 )	Max 10% ( 0 )	Max 10% ( 0 )		

Name: Yvonne Green

BID SUMMARY FOR RFP 021-1011 DISTRICT WIDE ELEVATOR INSPECTION AND REPAIR SERVICES						
Contractor	Total Price and Cost Effectiveness of Proposal	M/WBE Participation	Prior Working Relationship with the District	Use of Purchasing Card	Vendors Experience and Demonstrative Performance	Scores
Missouri Elevator & Escalator Inc.	See Cost Comparison Sheet	6%	Not Great	Yes	OK	
Score	Max 40% ( 38 )	Max 30% ( 3 )	Max 10% ( 5 )	Max 10% ( 10 )	Max 10% ( 10 )	66%
St. Louis Elevator Company	See Cost Comparison Sheet	None	Unknown	Yes	Unknown	
Score	Max 40% ( 25 )	Max 30% ( 0 )	Max 10% ( 5 )	Max 10% ( 10 )	Max 10% ( 5 )	45%
Advanced Elevator Company, Inc	See Cost Comparison Sheet	None	Great	Yes	OK	
Score	Max 40% ( 40 )	Max 30% ( 0 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	70%
Midwest Elevator	Declined to Bid					
Score	Max 40% ( 0 )	Max 30% ( 0 )	Max 10% ( 0 )	Max 10% ( 0 )		





# BOARD RESOLUTION

Date: May 17, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 06-16-11-29  
Information: ☐  
Action: ☒

Action to be Approved: Contract

RFP/Bid # 025-1011

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

**SUBJECT:** To approve a contract with Gateway Contractors, Inc. to design, build, furnish and install playscapes (playground equipment, rubberized ground cover, site work) at fifteen (15) elementary schools under Proposition S Bond Fund. This work will begin on June 2, 2011 with substantial completion on/or before August 5, 2011 at a lump sum not to exceed \$1,217,700.00 which includes a 10% contingency of \$110,700.00.

**BACKGROUND:** As part of Phase I of the Proposition S Program, we will construct state of the art playscapes at these facilities. The schools scheduled for playscapes are as follow: Ashland Elementary School, Humboldt Elementary School, Hamilton Elementary School, Henry Elementary School, Herzog Elementary School, Hickey Elementary School, Hodgen Elementary School, Jefferson Elementary School, Laclede Elementary School, Lexington Elementary School, Mallinckrodt Elementary School, Mason Elementary School, Nance Elementary School, Shaw Elementary School, and Woodward Elementary School.

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 #: 10124447
Amount: \$1,217,700.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$1,217,700.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600004003

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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Dr. Kelvin R. Adams, Ph. D.  
Superintendent of Schools  
Roger L. CayCe  
Executive Director of Operations  
Building Commissioner

## MEMORANDUM

**DATE:** April 20, 2011

**TO:** Rick Schaeffer, Purchasing Office

**FROM:** Roger L. CayCe

**RE:** Bid Evaluation Record for RFP# 025-1011 Playground Installation for  
Proposition S Bond Construction

The evaluation began at April 19, 2011, 2:00 p.m. and was concluded at April 20, 10:00 a.m. The evaluation committee consisted of the following:

Roger L. CayCe	Executive Director of Operations	SLPS
Mike Dobbs	Project Manager	SLPS
Yvonne Green	Project Manager	SLPS
Kwame Building Group Team	Construction Manager	Kwame Building Group

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
Gateway Contractors, Inc.	\$1,177,000	337	Yes
Midwestern Construction/Blanton	\$1,864,998	225	No
Raineri Construction	Non Responsive	0	No

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

Roger L. CayCe  
Executive Director of Operations

Cc: Files

ST. LOUIS PUBLIC SCHOOLS  
PROPOSITION S BOND PROGRAM

RFP #025 – 1011 Playground Installation  
PROPOSAL EVALUATION SUMMARY

PROCEDURE

- Request For Proposal (RFP) was issued on March 15, 2011.
- A Pre-Proposal mandatory conference was held on April 5, 2011.
- Twenty-nine (29) individuals attended the Pre-Proposal conference.
- SLPS reviewed with the attendees the requirements and expectations.
- Questions and answers were provided during the conference.
- Additional questions and answers were provided in Addendum 3 on April 8, 2011 and Addendum 4 on April 14, 2011.
- Proposals were received on April 19, 2011.
- Three (3) teams submitted proposals however one (1) proposal was incomplete.
- SLPS and KWAME staff evaluated the proposals and responses on April 19, 2011.
- Scoring criteria from the Request For Proposal (RFP) and responses to the questions were used to govern the evaluation.
- Final recommendations were decided and will be submitted to the SAB for approval on April 21, 2011.

EVALUATION

The evaluation of the three (3) teams included the following criteria:

1. Request For Proposal (RFP) Scoring.
2. Negotiation and Question/Answer Session.

OBSERVATIONS/CONCLUSIONS

Request For Proposal (RFP) Scoring

- Fee: Prices for two (2) of the teams fell within estimated standards but one (1) was above estimated costs. Gateway received thirty (30) points; Midwestern received ten (10) points.
- M/WBE: All teams exceeded the MBE goal but one (1) did not meet the WBE goal. Midwestern received thirty (30) points; Gateway received twenty-five (25) points.
- SLPS Experience: Only one (1) contractor had experience building playscapes within the District. Gateway received ten (10) points; Midwestern received zero (0) points.
- P Card: All teams agreed to this category and received the maximum ten (10) points. Midwestern received ten (10) points; Gateway received ten (10) points.
- Vendor Experience/Expertise: All firms have a considerable amount of building experience but one (1) was substantially greater constructing playscapes. Gateway received ten (10) points; Midwestern received five (5) points.

Team Ranking

All teams were reviewed for completeness and project intent. All final ranking are as follows:

Overall Ranking

1. Gateway
2. Midwestern/Blanton
3. Raineri (incomplete)

NAME: Mike Dobbs

BID SUMMARY FOR RFP 025-1011 PLAYGROUND INSTALLATION						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "P" Card Included in Pricing	Vendor's Experience	Scores
Gateway Contractors	\$1,177,000	46%	Yes	Yes	High	
Score	Max 40% ( 40 )	Max 30% ( 30 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	100%
Midwestern Construction/ Blanton	\$1,864,998	56%	No	No	Moderate	
Score	Max 40% ( 25 )	Max 30% ( 30 )	Max 10% ( 0 )	Max 10% ( 0 )	Max 10% ( 5 )	60%
Raineri Construction	Non Responsive	Non Responsive	Non Responsive	Non Responsive	Non Responsive	
Score	Max 40% ( 0 )	Max 30% ( 0 )	Max 10% ( 0 )	Max 10% ( 0 )	Max 10% ( 0 )	
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% ( )	



NAME: Ronald Roberts

BID SUMMARY FOR RFP 025-1011 PLAYGROUND INSTALLATION						
Contractor	Price	M/WBE Participation	SLPS Past Performance	Use of "p" Card Included in Pricing	Vendor's Experience	Scores
Gateway Contractors	\$1,177,000	46%	Yes	Yes	High	
Score	Max 40% ( 30 )	Max 30% ( 25 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 10 )	85%
Midwestern Construction/ Blanton	\$1,864,998	56%	No	No	Moderate	
Score	Max 40% ( 10 )	Max 30% ( 30 )	Max 10% ( 0 )	Max 10% ( 10 )	Max 10% ( 5 )	55%
Raineri Construction	Non Responsive	Non Responsive	Non Responsive	Non Responsive	Non Responsive	
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 CayCe

<b>BID SUMMARY FOR RFP 025-1011 PLAYGROUND 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>
Gateway Contractors	\$1,177,000	46%	Yes	Yes	High	
Score	Max 40% ( 25 )	Max 30% ( 22 )	Max 10% ( 10 )	Max 10% ( 10 )	Max 10% ( 9 )	76%
Midwestern Construction/ Blanton	\$1,864,998	56%	No	No	Moderate	
Score	Max 40% ( 9 )	Max 30% ( 30 )	Max 10% ( 0 )	Max 10% ( 10 )	Max 10% ( 6 )	55%
Raineri Construction	Non Responsive	Non Responsive	Non Responsive	Non Responsive	Non Responsive	
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% (    )	

