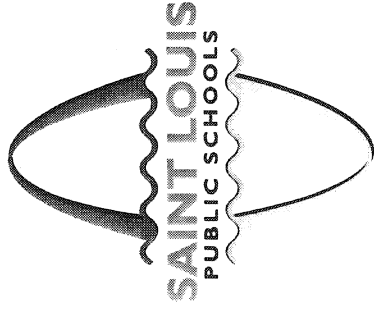




BOARD MEETING

THURSDAY, MAY 5, 2011

A G E N D A

SPECIAL ADMINISTRATIVE BOARD

MR. RICK SULLIVAN

MS. MELANIE ADAMS

MR. RICHARD GAINES

SUPERINTENDENT OF SCHOOLS

DR. KELVIN R. ADAMS

Meeting Agenda

ST. LOUIS PUBLIC SCHOOLS
SPECIAL ADMINISTRATIVE BOARD MEETING
MAY 5, 2011 –6:00PM
ADMINISTRATIVE BUILDING- 801 N. 11TH STREET

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Student/Staff Recognition(s)
5. Public Comments
6. Superintendent's Report
 - a) Safety and Risk Management
 - b) Business Action Items - Consent Agenda
7. Board Member Updates
8. Adjournment

NOTES:

ST. LOUIS PUBLIC SCHOOL DISTRICT SUPERINTENDENT'S REPORT

May 5, 2011

1.0 Preliminary

1.1 CONSENT AGENDA

- a) Information Items
 - Safety and Risk Management
- b) Business Items – Action Required
 - Consent Agenda

05-05-11-01

To adopt and approve the findings and recommendations of the administration to begin a reduction in force and eliminate certain positions due to declining enrollment, lack of work and the financially stressed status of the District.

05-05-11-02

To adopt and approve the new Time and Attendance Approval Policy to give specific direction to administrators and supervisors about their responsibility with regards to the record keeping and approval of their attendance record.

05-05-11-03

To approve the March 2011 Monthly Budget Transaction Report.

05-05-11-04

To approve the acceptance of funds for the expansion of the FY10-11 eMINTS year two from the Department of Elementary and Secondary Education in the amount of \$22,000 for eLearning for Educators Professional Development on-line courses.

FUNDING SOURCE: Non-GOB

05-05-11-05

To approve the 2011-2012 purchase of school uniforms from Southside Outlet for students who are in transition in an amount not to exceed \$64,171.

FUNDING SOURCE: Non-GOB

05-05-11-06

To approve the 2011-2012 purchase of hygienic kits and supplies from Backpack Gear Company for students who are in transition in an amount not to exceed \$61,850.

FUNDING SOURCE: Non-GOB

05-05-11-07

To approve the purchase of a software license for an on-line electronic management system for professional development and teacher certification from MyLearningPlan in an amount not to exceed \$30,000.

FUNDING SOURCE: Non-GOB

05-05-11-08

To approve the purchase of scoring software and psychological educational assessment and evaluation tests kits from Houghton Mifflin Harcourt in an amount not to exceed \$8,901.15

FUNDING SOURCE: Non-GOB

05-05-11-09

To approve a contract with EDMIN for an annual assessment management software license, test bank license and support services for the period May 6, 2011 through June 30, 2012 at a cost not to exceed \$500,000, pending the availability of funds.

FUNDING SOURCE: GOB

- 05-05-11-10** To approve a contract renewal with CTB/McGraw-Hill to purchase and administer the TerraNova 3 norm-reference assessments for grades KG through 2nd grade for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$265,000, pending the availability of funds.
FUNDING SOURCE: GOB
- 05-05-11-11** To approve a contract renewal with Achievement Commitment Excellence Learning Centers (ACE) to provide the alternative summer school program for the period June 6, 2011 through June 30, 2011 in an amount not to exceed \$152,000, pending the availability of funds.
FUNDING SOURCE: Non-GOB
- 05-05-11-12** To approve a contract with the SEK Group to provide professional development for Clyde C. Miller school staff including instructional integration of academics for the period May 6, 2011 through June 30, 2011 in an amount not to exceed \$4,500.
FUNDING SOURCE: Non-GOB
- 05-05-11-13** To approve a sole source contract with the SEK Group to provide professional development for school staff including the training of teachers and administrators for the Small Learning Communities Grant for the period May 6, 2011 through September 30, 2011 in an amount not to exceed \$3,500.
FUNDING SOURCE: Non-GOB
- 05-05-11-14** To approve a sole source contract renewal with Sharon Slane for consulting and grant writing services for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$50,000, pending the availability of funds.
FUNDING SOURCE: Non-GOB
- 05-05-11-15** To approve a contract renewal with Compass Management Consulting, LLC for external evaluation services of the Let Freedom Ring Grant for the period July 15, 2011 through June 30, 2012 at a cost not to exceed \$24,000, pending the availability of funds.
FUNDING SOURCE: Non-GOB
- 05-05-11-16** To approve a contract renewal with Xerox Corporation to provide the operation and maintenance of the print shop, mail room, pony mail services and all associated multifunctional devices for the period July 1, 2011 through June 30, 2012 in an amount not to exceed \$1,200,000, pending the availability of funds.
FUNDING SOURCE: GOB
- 05-05-11-17** To approve a contract renewal with MoreNet to provide connectivity to training, technical support and on-line reference resources for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$13,500, pending the availability of funds.
FUNDING SOURCE: GOB
- 05-05-11-18** To approve a contract renewal with Softchoice for the expansion of the Microsoft School Agreement and anti-virus software for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$365,462.93, pending the availability of funds.
FUNDING SOURCE: GOB

- 05-05-11-19** To approve a contract with RubinBrown to review the District audit action plan for the period June 1, 2011 through June 30, 2011 at a cost not to exceed \$4,500.
FUNDING SOURCE: Non-GOB
- 05-05-11-20** To approve a contract with Ahrens Contracting, Inc. to provide hazardous materials abatement for demolition of the former Hodgen Elementary School for the period April 22, 2011 through August 1, 2011 at a cost not to exceed \$356,090 that includes a 10% contingency of \$32,372.
FUNDING SOURCE: Non-GOB
- 05-05-11-21** To approve contracts with Midwest Service Group, Alliance Certified Restoration, DJ Contracting, Advanced Engineering Services and Brooks Environmental to provide hazardous materials abatement for the period May 6, 2011 through October 29, 2013 at a total combined cost not to exceed \$2,000,000.
FUNDING SOURCE: Non-GOB
- 05-05-11-22** To approve a contract with BAM Contracting, Inc. to provide window shade replacement at five (5) schools under Prop S for the period May 6, 2011 through August 5, 2011 at a cost not to exceed \$209,000 that includes a 10% contingency of \$19,000.
FUNDING SOURCE: Non-GOB
- 05-05-11-23** To approve the renewal of a Memorandum of Understanding with the City of St. Louis Department of Social Services, *Hope Is Moving In* program for the period May 6, 2011 through June 30, 2012. The services will occur at Clay, Mullanphy, Sigel and Stevens Schools.
FUNDING SOURCE: There is no cost associated with this request
- 05-05-11-24** To approve the renewal of a Memorandum of Understanding with the City of St. Louis Health Institute to provide individual and family health services for the period May 6, 2011 through June 30, 2012. The services will occur at Walbridge School.
FUNDING SOURCE: There is no cost associated with this request
- 05-05-11-25** To approve the renewal of a Memorandum of Understanding with Gateway Housing Foundation to provide educational, parenting, financial, business, leadership and mentoring programs for the period May 6, 2011 through June 30, 2012. The services will occur at Clay School.
FUNDING SOURCE: There is no cost associated with this request
- 05-05-11-26** To approve the renewal of a Memorandum of Understanding with Better Family Life, Inc. to provide a variety of social service programs for the period May 6, 2011 through June 30, 2012. The services will occur at Vashon High School.
FUNDING SOURCE: There is no cost associated with this request
- 05-05-11-27** To approve the renewal of a Memorandum of Understanding with Bon Appétit for work transition training for special education students for the period July 1, 2011 through June 30, 2012. This partnership is with Nottingham CAJT.
FUNDING SOURCE: There is no cost associated with this request

- 05-05-11-28** To approve the renewal of a Memorandum of Understanding with the National Council of Jewish Women for the *Community Closet* program for the period May 6, 2011 through June 30, 2012. The services will occur at Ford, Hamilton, Mullanphy and Walbridge Schools.
FUNDING SOURCE: There is no cost associated with this request
- 05-05-11-29** To approve the renewal of a Memorandum of Understanding with Logan College of Chiropractic to provide its *Master of Sports Science and Rehabilitation* program for the period May 6, 2011 through June 30, 2012. The services will occur at Busch AAA.
FUNDING SOURCE: There is no cost associated with this request
- 05-05-11-30** To approve the renewal of a Memorandum of Understanding with Healthcare Education, LLC to provide courses for certified nursing assistants, certified medical technician and phlebotomy for the period May 6, 2011 through June 30, 2012. The services will occur at Yeatman-Liddell School.
FUNDING SOURCE: There is no cost associated with this request
- 05-05-11-31** To approve a Memorandum of Understanding with Imagine Me Counseling to provide therapeutic counseling services for the period May 6, 2011 through June 30, 2012. This partnership is with Long Middle and Woerner Elementary Schools.
FUNDING SOURCE: There is no cost associated with this request
- 05-05-11-32** To approve a Memorandum of Understanding with Selah Therapy LLC to provide therapeutic counseling services for the period May 6, 2011 through June 30, 2012. This partnership is with Long Middle School.
FUNDING SOURCE: There is no cost associated with this request
- 05-05-11-33** To approve a Memorandum of Understanding with Mission St. Louis to provide supplemental reading assistance services to Ford Elementary School students for the period May 6, 2011 through June 30, 2012.
FUNDING SOURCE: There is no cost associated with this request
- 05-05-11-34** To approve a Memorandum of Understanding with the Human Development Corporation to provide job training and work experience through its *Operation Springboard* program for the period May 6, 2011 through June 30, 2012. This partnership is with Long Middle School.
FUNDING SOURCE: There is no cost associated with this request
- 05-05-11-35** To approve a Memorandum of Understanding with the Hispanic Chamber of Commerce St. Louis and the University of Missouri St. Louis to provide financial literacy education to middle school students for the period May 6, 2011 through June 30, 2012. This partnership is with Long Middle School.
FUNDING SOURCE: There is no cost associated with this request
- 05-05-11-36** To approve the 2011-2012 purchase of backpacks with school supplies from Backpack Gear Company for students who are in transition in an amount not to exceed \$100,300.
FUNDING SOURCE: Non-GOB
- 05-05-11-37** To approve a sole source contract with the Black Alliance for Educational Options to conduct student recruitment and enrollment in support of seven (7) elementary schools for the period May 6, 2011 through August 15, 2011 at a cost not to exceed \$20,000.
FUNDING SOURCE: GOB

MAY 26, 2011 ITEMS FOR CONSIDERATION

- 05-26-11-01** To approve a contract amendment with the University of Missouri on behalf of the Office of Social and Economic Data Analysis (OSEDa) in the amount of \$6,900 with the total cost of this contract now being \$12,290.15.
FUNDING SOURCE: Non-GOB
- 05-26-11-02** To approve a sole source contract with Education Northwest for the period June 8–10, 2011 to provide training to the Teacher Learning Facilitators who are assigned to KG-12 schools that provide the 6+1 Traits of Writing Program at a cost not to exceed \$10,250.
FUNDING SOURCE: Non-GOB
- 05-26-11-03** To approve a sole source contract renewal with the Twenty-Second Judicial Circuit Court of Missouri Family Court – Juvenile Division for the Truancy Initiative the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$65,000, pending the availability of funds.
FUNDING SOURCE: GOB
- 05-26-11-04** To approve a sole source contract renewal with College Summit for the period July 1, 2011 through June 30, 2012 at a cost not to exceed \$260,000, pending the availability of funds.
FUNDING SOURCE: GOB
- 05-26-11-05** To approve a sole source purchase of six Vision School Software Site Licenses and three Individual Vision School Software Classroom Licenses from Netop at a total combined cost of \$19,896.
FUNDING SOURCE: Non-GOB
- 05-26-11-06** To approve a sole source purchase of two Autodesk Design Academy Perpetual Software Licenses from Depco, LLC for the Project Lead the Way Program at Gateway Tech and Camahan High School at a total combined cost not to exceed \$22,310.40.
FUNDING SOURCE: Non-GOB
- 05-26-11-07** To approve the purchase of services with Riddell/All American Sports to recondition and sanitize all high school football helmets and shoulder pads. Riddell/All American Sports will also recertify each helmet to ensure they are structurally sound and safe for use at a cost not to exceed \$25,090.35.
FUNDING SOURCE: GOB
- 05-26-11-08** To approve the purchase of replacement textual materials from multiple vendors (listed in “Background” information on Resolution) to replace consumed, lost and/or damaged books in an amount not to exceed \$500,000, pending the availability of funds.
FUNDING SOURCE: GOB
- 05-26-11-09** To approve a sole source purchase of the Advance Placement Exam slots from the College Board at a cost of \$78.00 per student with a total amount not to exceed \$20,000.
FUNDING SOURCE: GOB
- 05-26-11-10** To approve a sole source purchase of an additional 5000i Scantron OpScan 10 Scanner from Scantron Incorporation that will be used to score formative assessments and academic program evaluations/surveys in an amount not to exceed \$43,415.
FUNDING SOURCE: GOB

05-26-11-11

To approve a contract renewal with nFocus for the period July 1, 2011 through June 30, 2012 for continued support of the electronic registration and accounting system for the Community Education Program at a cost not to exceed \$18,637, pending the availability of funds.

FUNDING SOURCE: GOB

05-26-11-12

To approve the amendment of Board Resolution Number 02-17-11-11 to increase the total dollar limitation by \$2,500,000 for the purchase of computer equipment from Dell Corporation. The Board originally approved a limitation of \$2,000,000 at its September 2010 meeting and then amended that approval in the amount \$1,000,000 per the referenced Resolution Number. If this request is granted, the total dollar limitation to purchase computer equipment will now be \$5,500,000 for the current fiscal year.

05-26-11-13

To approve the amendment of Board Resolution Number 02-17-11-12 to increase the total dollar limitation by \$2,750,000 for the purchase of interactive boards and projection systems from various vendors. The Board originally approved a limitation of \$150,000 at its September 2010 meeting and then amended that approval in the amount \$600,000 per the referenced Resolution Number. If this request is granted, the total dollar limitation to purchase interactive boards and projection systems will now be \$3,500,000 for the current fiscal year.

05-26-11-14

To approve a renewal of the Memorandum of Understanding with The Little Bit Foundation for the period July 1, 2011 through June 30, 2012 to provided basic essentials to those students in need who attend the designated elementary schools.

FUNDING SOURCE: There is no cost associated with this request

05-26-11-15

To approve a renewal of the Memorandum of Understanding with Coat-A-Kid, Inc. for the period July 1, 2011 through June 30, 2012 to provided new coats, hats and gloves to those students in need who attend the designated elementary schools.

FUNDING SOURCE: There is no cost associated with this request

May 5, 2011



BOARD RESOLUTION

Date: April 13, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Sharonica Hardin, Chief Human Resource Officer

Agenda Item 05-05-11-01
Information: ☐
Action: ☒

Action to be Approved: Policy Adoption/Change
Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: Resolution to adopt and approve the findings and recommendations of the Administration to begin a reduction in force and eliminate certain positions due to declining enrollment, lack of work and the financially stressed status of the District.

BACKGROUND:

Move to adopt and approve the findings and recommendations of the Administration to begin a reduction in force and eliminate certain positions due to declining enrollment, lack of work and the financially stressed status of the District, and to adopt and approve the reduction in force process and procedures presented by the Administration, and to adopt and authorize the Superintendent to initiate the process and eliminate all affected positions as early as May 30, 2011.

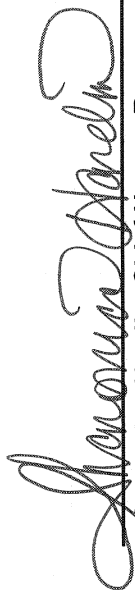
Accountability Plan Goals: Goal II: Highly Qualified Staff

Objective/Strategy:

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

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

Department:


Sharonica Hardin, Chief Human Resource Officer


Mary H. Boulihan, Dep. Supt., Operations


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

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BOARD RESOLUTION

Date: April 15, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Sharonica Hardin, Chief Human Resource Officer

Agenda Item : 05-05-11-02

Information: ☐

Action: ☒

Action to be Approved: Policy Adoption/Change

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

SUBJECT: Resolution to adopt a new Time and Attendance Approval Policy to give specific direction to administrators and supervisors on their responsibilities with regard to the record keeping and approval of attendance records. There is no cost associated with the adoption of this policy.

BACKGROUND:

The policy is designed to support the District's administrative procedures for maintaining accurate and up-to-date attendance records to ensure that all employees of the District receive accurate and timely compensation for their efforts.

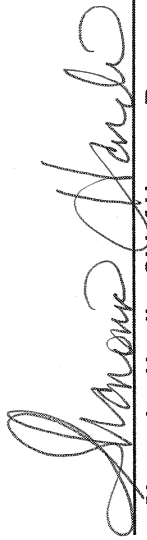
Accountability Plan Goals: Goal II: Highly Qualified Staff

Objective/Strategy: II.A.

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

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

Department: Human Resources


Sharonica Hardin, Chief Human Resource Officer


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent


Mary M. Houlihan, Dep. Supt., Operations

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ST LOUIS BOARD OF EDUCATION REGULATION

PERSONNEL

CONTINUITY OF SERVICE

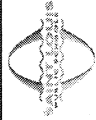
Recordkeeping-Time and Attendance

RECORDKEEPING

Administrators and supervisors shall maintain accurate and up-to-date attendance records for their employees, and process such records as required in the district's administrative procedures in order that all employees of the district receive accurate and timely compensation for their efforts.

Administrators / Supervisors may elect to handle all timekeeping for their department/location or may appoint a timekeeper to edit and review time and attendance for their staff. This timekeeper is held responsible for entering and maintaining all attendance data for the location/department, and adhering to the procedures established for the timekeeper position.

Administrators/Supervisors are responsible for approving all timekeeping data, in a timely manner, for each pay period prior to the actual processing of payroll. Unless the administrator/supervisor is also doing all of the timekeeping duties, the approver and timekeeper tasks should not be held by the same employee. Approver procedures are established and monitored by the payroll department for mandatory compliance.



Board Resolution

Date: April 11, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Enos K. Moss, CFO/Treasurer

Agenda Item: 05-05-11-03
Information: _____
Action: X

Action to be Approved:
X Financial Report Approval

Other Transaction Descriptors: Monthly Report Approval

SUBJECT:

Monthly Board Transaction Report for March 2011.

BACKGROUND:

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy:

III.D.

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

Requisition #:

Fund Source:

Amount:

Fund Source:

Amount:

Fund Source:

Amount:

Cost not to Exceed: \$

Pending Funding Availability

Vendor #:

Mary H. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

ST. LOUIS BOARD OF EDUCATION
 Monthly Budget Report
 Dates: 03-01-2011 - 03-31-2011
 Fiscal Year: 2010 - 2011

110-INCIDENTAL

1 SAP Hierarchy Doc #: 0501789535
 SAP Entry Doc #: 0501789497

From:	110-2577	-	820-00-110	-	6319	
To:	110-2311	-	800-00-110	-	6319	
Control No:	B1011-1809					
From Amount:	122,710.87-					122,710.87-
To Amount:	122,710.87					122,710.87

Text: Reallocating \$122,710.87 of proposition "S" campaign budget to fund general election invoice.

2 SAP Hierarchy Doc #: 0501789583
 SAP Entry Doc #: 0501789545

From:	110-2411	-	596-00-110	-	6319	
To:	110-2411	-	596-00-110	-	6415	
	110-2411	-	596-00-110	-	6384	
	110-2411	-	596-00-110	-	6383	
Control No:	B1011-1851					
From Amount:	1,500.00-					1,500.00-
To Amount:	1,500.00					1,500.00

Text: Funds are needed for student incentives, meeting expenses and travel for Walbridge Elementary School.

3 SAP Hierarchy Doc #: 0501789610
 SAP Entry Doc #: 0501789572

From:	120-1151	-	186-55-120	-	6143	
To:	110-2411	-	186-00-110	-	6149	
Control No:	B1011-1881					
From Amount:	1,965.30-					1,965.30-
To Amount:	1,965.30					1,965.30

Text: To cover expenses for Temporary Teachers for the remainder of the fiscal year at Central VPA High School.

ST. LOUIS BOARD OF EDUCATION

PAGE:

2

Monthly Budget Report
 Dates: 03-01-2011 - 03-31-2011
 Fiscal Year: 2010 - 2011

231-TITLE I IASA 98/99

1 SAP Hierarchy Doc #: 0501789662
 SAP Entry Doc #: 0501789624

From:	231-1127	-	440-AM-231	-	6384	
To:	231-1127	-	440-AM-231	-	6383	
Control No:	B1011-1939					
From Amount:	1,326.80-					
To Amount:	1,326.80					
Text: Lucy Wilbert of Cole School will be attending the 14th National School Social Work Conference in Myrtle Beach, South Carolina.						

2 SAP Hierarchy Doc #: 0501789531
 SAP Entry Doc #: 0501789493

From:	231-1177	-	117-AD-231	-	6363	
To:	231-1177	-	117-AD-231	-	6383	
Control No:	B1011-1800					
From Amount:	1,600.00-					
To Amount:	1,600.00					
Text: Assistant Principal Sylvia Shead will be attending the Model Schools Conference in Nashville, Tennessee from June 26 - 29, 2011.						

3 SAP Hierarchy Doc #: 0501789689
 SAP Entry Doc #: 0501789651

From:	231-1177	-	111-AD-231	-	6411	
To:	231-1177	-	111-AD-231	-	6383	
Control No:	B1011-1964					
From Amount:	1,007.45-					
To Amount:	1,007.45					
Text: Transferring funds to complete travel reimbursement for Phyllis Withen for TESLO Conference from March 15 - 19, 2011 in New Orleans, La.						

251-ADULT BASIC ED 10-11

1 SAP Hierarchy Doc #: 0501789570
SAP Entry Doc #: 0501789532

From:	To:	Control No:	From Amount:	To Amount:	Text:
251-1361	251-1361	B1011-1838	53,296.21-	53,296.21	Transferring funds to purchase desktop computers for CTE Business Programs.
- 826-KZ-251	- 826-KZ-251		- 6411	- 6443	
251-1361	251-1361		- 6541		
- 826-KZ-251	- 826-KZ-251				
42,090.48-	11,205.73-			53,296.21	

ST. LOUIS BOARD OF EDUCATION
Monthly Budget Report
Dates: 03-01-2011 - 03-31-2011
Fiscal Year: 2010 - 2011

271-PL 94-142 SPEC ED 98

1 SAP Hierarchy Doc #: 0501789670
SAP Entry Doc #: 0501789632

From: 271-1232 - 828-00-271 - 6311
To: 271-1222 - 828-00-271 - 6319
Control No: B1011-1947
From Amount: 60,000.00-
To Amount: 60,000.00
Text: Transfer funds to support FY 10-11 Contractual Expenditures.

2 SAP Hierarchy Doc #: 0501789672
SAP Entry Doc #: 0501789634

From: 271-1232 - 828-00-271 - 6311
To: 271-1242 - 828-PC-271 - 6181
Control No: B1011-1948
From Amount: 275,584.00-
To Amount: 275,584.00
Text: Transfer funds to support FY 10-11 extended school year costs.

291-MINI-FEDERAL 10-11

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1  SAP Hierarchy Doc #: 0501789696
   SAP Entry Doc #: 0501789658

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Monthly Budget Report
Dates: 03-01-2011 - 03-31-2011
Fiscal Year: 2010 - 2011

[illegible]

Monthly Budget Report
Dates: 03-01-2011 - 03-31-2011
Fiscal Year: 2010 - 2011

909-CAP PROJ A/C 2009

1 SAP Hierarchy Doc #: 0501789703
SAP Entry Doc #: 0501789665

From:	909-2611	-	905-00-909	-	6371
To:	909-2624	-	502-HE-909	-	6522
Control No:	B1011-1979				
From Amount:	242,740.10-				
To Amount:	242,740.10				
Text:	Transfer to fund the AC upgrade project at Jefferson Elementary. The Vendor is Ahrens Contracting Inc who will abate the hazardous materials during the project.				

242,740.10-
242,740.10

ST. LOUIS BOARD OF EDUCATION

Monthly Budget Report
 Dates: 03-01-2011 - 03-31-2011
 Fiscal Year: 2010 - 2011

910-Capital Proj-Bond

1 SAP Hierarchy Doc #: 0501789567
 SAP Entry Doc #: 0501789529

From:	910-2629	-	905-00-910	-	6333	241,437.00-
To:	910-2624	-	905-UX-910	-	6333	241,437.00
Control No:	B1011-1835					
From Amount:	241,437.00-					
To Amount:	241,437.00					

Text: Transferring funds to support window installation at 20 schools as part of the lead abatement work funded by Prop S Bond. Hankins
 Construction to complete in March 2011 and final payment will be made



BOARD RESOLUTION

Date: April 14, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-04

Information: ☐

Action: ☒

Action to be Approved:
Acceptance of Funds/Funding

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

SUBJECT: To accept the funds for the expansion of the FY10-11 eMINTS year two from DESE for eLearning for Educators Professional Development online courses for the period February 1, 2011 - June 30, 2011 in the amount of \$22,000. At this time, none of these funds have been expended.

BACKGROUND: eMINTS will provide professional development services for thirteen Carnahan teachers and administrators aimed at: 1. enhancing and supporting Carnahan as it completes required Title II.D. End of Year 2 Project and Final Project Reports, 2. providing Carnahan with a process that can be used to sustain the current eMINTS implementation after the Title II.D funding ends and, 3. building school capacity for using student assessment results to make instructional decisions by initiating or improving processes for examining data and developing instructional plans based on the analyses. eMINTS supports educators at all levels with the professional development experiences they need to prepare all learners. Acceptance of the eMINTS grant was awarded to Carnahan High School of the Future FY2009-2010 and 2010-2011 and its associated budget was previously approved under Board Resolution 08-06-09-05.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.1, I.A.2

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

Fund Source: 291-0000-000-00-291-5429	Non-GOB	Requisition #:
Amount: \$22,000		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$22,000.00	☐ Pending Funding Availability	Vendor #: 600013888

Department: Carnahan High School

Requestor: Terrell Henderson

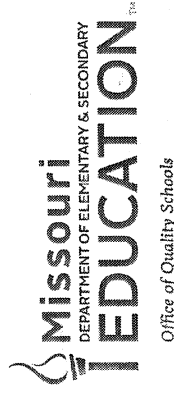
Angela Banks, Budget Director

Dr. Carlinda Purcell, Dep. Supt., Academics

Epos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
INSTRUCTIONAL TECHNOLOGY [TELEPHONE: 573-751-8247]
P.O. BOX 480, JEFFERSON CITY, MISSOURI 65102-0480

**APPLICATION for STATE ASSISTANCE under the TITLE II.D-ARRA eMINTS
SUPPLEMENTAL PROFESSIONAL DEVELOPMENT SERVICES PROGRAM**

Office of Quality Schools

Due January 31, 2011

For Department Use		SIGNATURE	
DATE PROJECT APPROVED January 1, 2011	AMOUNT APPROVED \$22,000	<i>Deborah S. Sutton</i>	
District Information			
SCHOOL DISTRICT NAME St. Louis Public Schools		COUNTY-DISTRICT CODE 115-115	
CONTACT PERSON NAME AND TITLE Terrell Henderson, Interim Principal		WORK PHONE 314-457-0582	FAX NUMBER 314-457-9741
EMAIL ADDRESS Terrell.henderson@slps.org		CELL PHONE 314-443-6176	
Grant Information			
NAME OF SCHOOL BUILDING(S) INVOLVED IN THE GRANT Carnahan High School of the Future			
Project Information		NUMBER STUDENTS SERVED	
AMOUNT REQUESTED \$22,000.00	GRADE LEVELS SERVED 9-12	375	
Proposed Budget. Participant Information and Project Narrative Directions			
Complete and attach the following proposed project information:			
1. Proposed Budget Information (see form attached).			
2. Participant Information and Budget Explanation (see form attached).			
3. Proposed Project Narrative for the service(s) requested (see form attached with description of services).			
Project Assurances and DESE Title IX Assurances			
The School District (and any participating district) hereby assures the Department of Elementary and Secondary Education (DESE) that it will:			
• Assign one administrator as project manager to facilitate the participation of the teachers in the program. • Keep such records, and provide such information as may be necessary for fiscal and program auditing and for program evaluation, and it will provide DESE any information it may need to carry out its responsibilities under the Title II.D Program. • Comply with all provisions of the Title II.D Program and its implementing regulations and all applicable administrative rules of DESE. • Receive and expend funds in a manner consistent with the intent of the approved application. • Fulfill all Program professional development, implementation, and evaluation activities and requirements.			
The district certifies to the best of its knowledge and belief that its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal department or agency. The governing board, through its authorized representative, fully understands the Assurances and the responsibility for compliance placed upon local education agencies (LEAs) by the Assurances.			
The LEA will refund directly to DESE, or hereby authorizes DESE to withhold from the LEA's payments under the State Foundation program, the amount of any funds made available to the LEA which may be determined by DESE or an auditor representing DESE to have been misspent or otherwise misapplied.			
The Department of Elementary and Secondary Education does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities. Inquiries related to Department programs and to the location of services, activities, and facilities that are accessible by persons with disabilities may be directed to the Jefferson State Office Building, Civil Rights Compliance (Title VI/Title IX/504/ADA/Age Act), and 7th Floor, 205 Jefferson Street, Jefferson City, MO 65102-0480; telephone number 573-526-4757 or Relay Missouri 800-735-2966.			
Authorized Representative		DATE	
ELECTRONIC SIGNATURE OF AUTHORIZED REPRESENTATIVE <i>Terrell Henderson</i>		PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Terrell Henderson	
MO 500-1882 (Rev 09-10)		2-25-2011	

TITLE II.D--ARRA eMINTS SUPPLEMENTAL PROFESSIONAL DEVELOPMENT SERVICES PROGRAM

PROPOSED BUDGET INFORMATION

DIRECTIONS: 1) Enter district name and county-district code number. 2) Using information from the proposed Budget Explanation (page), enter financial information in the table below by appropriate budget object codes (columns) and function codes (rows). Enter WHOLE DOLLAR amounts.

District Information		COUNTY-DISTRICT CODE 115-115						
SCHOOL DISTRICT NAME St. Louis Public Schools								
Project Financial Data		STATE FUNDS REQUEST						
		6100 Certificated Salaries	6150 Noncertificated Salaries	6200 Employee Benefits	6300 Purchased Services	6400 Materials & Supplies	6500 Capital Outlay	TOTAL
1100 Instructional Programs					\$3900	\$2370		\$6270
2213 Professional Development	13,270			\$1791		\$669		\$15,730
2540 Plant Services Operation								
2600 Support Services - Administrative								
2620 Research and Evaluation								
TOTAL	\$13,270			\$1791	\$3900	\$3039		STATE REQUEST \$22,000

COMMENTS:

TITLE II.D-ARRA eMINTS SUPPLEMENTAL PROFESSIONAL DEVELOPMENT SERVICES PROGRAM

PARTICIPANT INFORMATION and BUDGET EXPLANATION

Districts are eligible to receive \$9,780 to participate in the **e-Learning for Educators: Missouri** program which delivers high quality online professional development designed to increase teacher knowledge and skills to improve student performance. A minimum of \$1,500 must be allocated to cover the registration fees for e-Learning for Educators courses (ten participants at \$150 per registration). The remainder of the allocation may be budgeted for stipends, materials, equipment, and/or additional e-Learning registrations, at \$150 per participant. (NOTES: Course registration fee does not include cost for optional graduate credit of \$100 per credit hour. For questions about the e-Learning program or more information about the courses available, contact Cathie Loesing or Adina Anderson at 573-884-4233.)

DIRECTIONS: 1) Review the course catalog, available at: <http://www.elearningmo.org/register/catalog/>, to select course(s). A minimum of ten staff members must be enrolled in the **same** course, and participants must complete the course during the same time period (7 consecutive weeks). Districts may choose additional courses if at least ten participants are registered. 2) Create/complete a Participant Information and Budget Explanation form, following the format and examples provided below. Modify the form as needed to list additional teachers and/or courses.

Participant Information			
ADMINISTRATIVE LIAISON	POSITION / TITLE	EMAIL ADDRESS	
Terrell Henderson	Interim Principal	TERRELL.HENDERSON@SLPS.ORG	
COURSE TITLE: 1. Assessment in the 21st Century Classrooms 2. Differentiated Instruction: Empowering All Learners			
PARTICIPANT NAMES		EMAIL ADDRESSES	
1. Valerie Taylor		Valerie.taylor@slps.org	
2. GegiMara Rael		Gegimara.fluelen@slps.org	
3. Brooke Presley		Brooke.presley@slps.org	
4. Angel Nave		Angel.nave@slps.org	
5. Greg Laposa		Greg.laposa@slps.org	
6. Kelly Taylor		Kelly.taylor@slps.org	
7. George Stith		George.stith@slps.org	
8. Jennifer Arvay		Jennifer.arvay@slps.org	
9. Kevin Pulley		Kevin.pulley@slps.org	
10. Candice Deboise		Candice.deboise@slps.org	
11. Robert Landers		Robert.landars@slps.org	
12. Ronda Williams		Ronda.williams@slps.org	
13. Kevin Hall		Kevin.hall@slps.org	
Budget Explanation – Scenario #1: 10 Educators/1 e-Learning course with hourly stipends and equipment			
PROPOSED EXPENDITURES BY OBJECT CODE			REQUEST
6100 Certified SALARIES			
Stipends – 13 staff X 40 hours (e-Learning estimate of participation time) @ \$25.52/hour (district rate)			\$13270
SALARIES SUB-TOTAL			\$13270
6200 BENEFITS			
\$ 13270 X 13.5%			\$1,791
BENEFITS SUB-TOTAL			\$1,791
6300 PURCHASED SERVICES			
e-Learning for Educators registrations – 26 @ \$150 (2 classes)			\$3,900
PURCHASED SERVICES SUB-TOTAL			\$3,900
6400 MATERIALS AND SUPPLIES			
Dell Laptops – 3@ ~\$790			\$2370
Miscellaneous supplies – course-related literature,(Data Wise), jump drives, and printing paper/toner			\$669
MATERIALS AND SUPPLIES SUB-TOTAL			\$3039
TOTAL			\$22,000

TITLE II.D-ARRA eMINTS SUPPLEMENTAL PROFESSIONAL DEVELOPMENT SERVICES PROGRAM

PROPOSED PROJECT NARRATIVE

DIRECTIONS: Create/complete the Project Narrative using the suggested template provided below. Modify the narrative as needed to fully describe the project.

Project Overview

Describe the project in terms of the target population to be involved, course selection, and implementation timeline.

Carnahan High School of St. Louis Public Schools, proposes to register 13 staff members in the e-Learning for Educators course(s) as listed below. *(Indicate the buildings, grades, and/or subject areas served and other pertinent information about how participants and course topics were identified or selected.)*

The goal is for participants to successfully complete course requirements designed to improve classroom instruction in assessment for the 21st century classrooms.

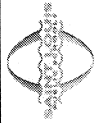
1. Course title: **Assessment in the 21st Century Classrooms**
Number of teachers to be enrolled: 13
The course will run **March 21, 2011 to May 6, 2011**
2. Course title: **Differentiated Instruction: Empowering All Learners**
Number of teachers to be enrolled: 13
The course will run: **April 4, 2011 to May 20, 2011**

Project Evaluation

Describe the process and measures for monitoring and evaluating project implementation.

Participating teachers will form a professional learning community, meeting regularly to discuss and reflect on the course modules, collaborate, and share best practices for improved student learning. *The Teaching & Learning Facilitator will monitor the teachers' participation and discussions. Upon completion of the course, a guide for best practices will be developed and disseminated to entire school staff. These teachers will conduct professional development activities for all the teachers and the information from these two classes will be incorporated into the content area of each participant. The expectation of these courses is that they will help to transform classroom instruction to provide effective research based strategies to improve academic achievement.*

Evidence of completion of service for the e-Learning for Educators courses will be provided by the eMINTS National Center through the submission of a registration summary showing the number of participants registered and those that satisfactorily completed each course, and a aggregate report of participants' responses on the end-of-course feedback survey. The classrooms at Carnahan will be closely monitored and teachers will be held accountable for how their students are performing on district benchmark assessments. We will look at pre and post student scores. Teachers will also be asked to create a portfolio of best practices,



Board Resolution

Date: April 11, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 05-05711-05

Information: _____

Action: X

Action to be Approved:

☒ RFP/Bid

Other Transaction Descriptors: _____

SUBJECT:

To approve the purchase of school uniforms from South Side Outlet at a cost not to exceed \$64,171.00, for the 2011-2012 school year for students who are in transition with housing/homelessness. Currently, the Students-In-Transition Office services 2,600 students.

BACKGROUND:

South Side Outlet will provide 5,600 uniform items and other essentials (360- 6pk socks, 360 belts). Four bids (South Side Outlet, Backpack Gear Inc., Levin's, and Just Me Apparel) were received. South Side Outlet was the only company able to fulfill the complete order request. South Side Outlet agreed to a 20% discount (original order amount without discount - \$80, 213.40, discounted amount \$64,170.72) and to ship the items free of charge.

Accountability Plan Goal: Goal I: Student Performance

Objective/Strategy: I.D.3.b

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

Fund Source:	822	-	RM	-	231	-	2336	-	6411	Non GOB	Requisition #:	10124122
Amount:	\$						64,171.00				Requisition #:	
Fund Source:	-		-		-		-				Requisition #:	
Amount:												
Fund Source:	-		-		-		-				Requisition #:	
Amount:												
Cost not to Exceed:	\$						64,171.00			Pending Funding Availability	Vendor #:	600010046

Department: Students-In-Transition

Requestor:

Deidra Thomas-Murray, MSW



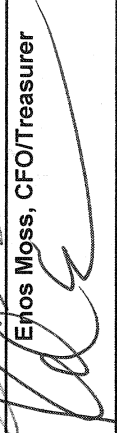
Dr. Carlinda Purcell, Dep. Supt. - Academics



Angela Banks, Interim Budget Director



Enos Moss, CFO/Treasurer



Dr. Kelvin R. Adams, Superintendent



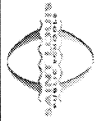
Invoice

Invoice #: 32411A
 Invoice Date: 3/24/2011

Bill To:

Deidra Thomas
 SLPS Homeless Coordinator and Foster Care Liason
 801 N 11th St
 St. Louis, MO 63101

Item	Quantity	Cost	Total
Girls Uniform Pants 4-6X	264	\$12.25	\$3,234.00
Girls Uniform Pants 7-14	336	\$13.50	\$4,536.00
Girls Uniform Pants 16-20	336	\$15.50	\$5,208.00
Girls Half Size Pants 10-20	336	\$16.75	\$5,628.00
Jr Girl Dickies 0-13	336	\$19.95	\$6,703.20
Jr Girl Dickies 15-21	288	\$21.95	\$6,321.60
Missy Dickie Pants 4-18	288	\$21.95	\$6,321.60
Missy Dickie Pants 20-24	168	\$23.95	\$4,023.60
Boys Uniform Pants 4-7	264	\$11.25	\$2,970.00
Boys Uniform Pants 8-14	336	\$12.25	\$4,116.00
Boys Uniform Pants 16-20	336	\$13.25	\$4,452.00
Boys Husky Pants 8-20	336	\$13.75	\$4,620.00
Young Men's Pants 28-34	336	\$15.95	\$5,359.20
Young Men's Pants 36-44	216	\$16.95	\$3,661.20
S/S Kids Polo 4-7	324	\$6.75	\$2,187.00
S/S Kids Polo 8-20	396	\$8.00	\$3,168.00
S/S Adult Polo Med - 2X	468	\$8.00	\$3,744.00
6 Pack Socks	360	\$6.00	\$2,160.00
Belts	360	\$5.00	\$1,800.00
Sub Total			\$80,213.40
20% Disc			\$16,042.68
Total			\$64,170.72



Board Resolution

Date: April 11, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 05-05-11-06

Information: _____

Action: _____ X

Action to be Approved: _____

X RFP/Bid

Other Transaction Descriptors: _____

SUBJECT:

To approve the purchase of hygienic kits and other essentials from Backpack Gear Inc. at a cost not to exceed \$61,850.00 for the 2011-2012 school year for students who are in transition with housing/homelessness. Currently, the Students-In-Transition Office services approximately 2600 students.

BACKGROUND:

Four bids (Backpack Gear Inc., Universal Business Supply, Office Essentials, Kristen Uniform Bed and Bath) were received. Backpack Gear Inc. was the only company able to fulfill the complete order request. Backpack Gear Inc. will provide approximately 4000 personal hygiene kits along with other hygienic essentials (bath towels, detergent, sleeping bags, pillows and undergarments). In addition, they agreed not to tax the items and ship them free of charge.

Accountability Plan Goal: Goal I: Student Performance

Objective/Strategy:

I.D.3.b

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

Fund Source:	822	-	RM	-	291	-	2336	-	6411	Non GOB	Requisition #:	10124104
Amount:	\$				61,850.00						Requisition #:	
Fund Source:	-				-		-		-		Requisition #:	
Amount:												
Fund Source:	-				-		-		-		Requisition #:	
Amount:												
Cost not to Exceed:	\$				61,850.00						Pending Funding Availability	Vendor #: 600014111

Department: Students-In-Transition

Requestor:

Deidra Thomas-Murray, MSW

Angela Banks, Interim Budget Director

Enos Moss CFO/Treasurer

Dr. Carlinda Purcell, Dep. Supt. - Academics

Dr. Kelvin R. Adams, Superintendent

Backpack Gear, Inc.

4572 S. Orange Blossom Trail, PMB. #30
Orlando, Florida 32839
Phone: (407) 240-2343 Contact Toronto Liverpool
Fax: (407) 240-2342

Customer Quote

Date	Estimate #
3/30/2011	1512

Customer:
St. Louis Public Schools Deidra Thomas-Murray Homeless Department 801 N. 11th Street St. Louis, MO 63101

Payment Terms		Rep		
Net 30		JD		
Item#.	Description	Quote Qty	Unit Price	Total
KCK-0008	Kids Personal Care Kit: toothpaste, toothbrush, dental floss, first aid kit, shampoo, trial size wipes, 1 hand sanitizer.	2,000	7.75	15,500.00
PHK-008	Toothbrush, Toothpaste, shampoo, 3pk soap, wet wipes, first aid kit, lotion, deodorant, comb & brush, 1 hand sanitizer	1,800	10.75	19,350.00
BHW3PK	3pk Bath/Hand/ & Wash Cloth Set.	582	7.00	4,074.00
BLK7290	Plymouth Blankets	500	7.00	3,500.00
BPG-Tshirts	3pk T-shirts -Undergarment Adults	500	3.75	1,875.00
BPG-SocAnk	White anklet socks-4pk Assorted Sizes 6-8, 9-11, 10-13	500	3.50	1,750.00
BPG-Deter	Tide Powder Detergent 260gr-9.2 oz - Imported	1,125	1.00	1,125.00
BPG-DishDet	Dish Detergent	300	1.25	375.00
MD4004	Sleeping Bag: 4 Lbs Comfortable fabrics, Nylon Cover, Cotton Flannel lining; size 33" x 75", temperature rating 30 degrees F.	500	20.00	10,000.00
BPG-PTOW1	PAPER TOWELS BY DAISY 2 PLY 80 SHEET	1,053	0.95	1,000.35
Misc.	Pillows - Standard	500	6.50	3,250.00
SH	Free Shipping & Handling Charges -		0.00	0.00

Quote Accepted By: _____ Date: _____

Total

\$61,799.35

Thank you for your interest in doing business with us.



BOARD RESOLUTION

Date: March 23, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-07

Information: ☐

Action: ☒

Action to be Approved: Purchase of Good (s)

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

SUBJECT: To approve the sole source purchase of a software license for MyLearningPlan, an online electronic management system for professional development and teacher certification, for the period May 1, 2011 to April 30, 2012 at a cost not to exceed \$30,000.

BACKGROUND: The purpose of this purchase is to streamline accounting measures, professional development offerings and point accumulation by teachers for re-certification which are state requirements. Currently, the tracking of all professional development offerings and hours toward certification for each staff member is done manually. As a result of using MyLearningPlan, state reports will be accurately submitted, Human Resources records related to certification will be accurately maintained and data to determine effectiveness of professional development offerings will be able to be monitored. Regular reports drawn from MyLearningPlan model will provide data to indicate the success of this program and determine whether its purpose has been achieved.

Accountability Plan Goals: Goal II: Highly Qualified Staff

Objective/Strategy: IIC & IID

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

Fund Source: 814-AM-640-1127-6441	Non-GOB	Requisition #: 10123970
Amount: \$30,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$30,000.00	☐ Pending Funding Availability	Vendor #: 600014435

Department: Academics

Audrey Jackson, Dr. Diane Cox

Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Agreement and Statement of Work

For

St. Louis Public Schools

My Learning Plan, Inc. Agreement and Statement of Work

My Learning Plan, Inc. (“MLP”) will provide St. Louis Public Schools (“Customer”) with a Web-based professional development management system (the “Management System”) through MLP’s Web site, located at www.MyLearningPlan.com. The Management System will facilitate the maintenance and tracking of professional development and compliance participation by empowering employees to manage their personal professional development via an online learning plan. The provision of these services to Customer shall be subject to the contents of this Agreement and Statement of Work.

Management System Features:

The Management System is comprised of a Web server and a database server through which end users will be able to:

- Manage and track professional development hours/credits.
- Access and create customizable on-line forms and approvals for professional development activities.
- Develop a private course catalog listing professional development activities available.

My Learning Plan, Inc. Responsibilities:

During the term of this agreement, MLP agrees to perform as follows:

- Use all commercially reasonable efforts to provide 24 hour/seven-day access to the Management System.
- Set-up the Management System for the Customer on the MyLearningPlan.com Web site.
- Provide unlimited support for requests received through our website to System Operator and end-users.
- Respond to emergency calls placed during normal business hours; provided that MLP shall be permitted a four-hour response time.
- Maintain MLP’s Web and database server(s) and associated hardware that supports the Management System.

As part of the setup and configuration, MLP agrees to:

- Perform a one-time batch import of all Customer’s participants and related information.
- Make available to Customer a fully indexed database of user information in Microsoft Access or Excel format.
- Set-up the Management System for the Customer on the MyLearningPlan.com Web site.
- Provide training to Customer’s System Operator (as defined below) and assist with configuration tasks.

Customer's Responsibilities:

During the term of this agreement, Customer agrees to perform as follows:

- Designate at least one of Customer's employees (or consultants) as system operator (the "System Operator"). This person will act as the liaison for all administrative and technical communications between MLP and Customer. The System Operator will be granted special administrator rights and will be responsible for configuring the Management System for Customer (user account, access rights, forms, approvals, etc.).
- The System Operator shall provide to MLP in an electronic format selected by MLP's technical support all required account information for the users of the Customer for completion of one-time batch import.

Historical Data Import

MyLearningPlan will import historical user activity data if requested to do so by customer. There is an additional fee for this service (see appendix A).

MyLearningPlan will adhere to the following historical data import timetable:

- No longer than one week for data provided as specified on the Microsoft Excel Historical Data Template provided by MyLearningPlan
- No longer than two weeks for data not provided as specified on the Microsoft Excel Historical Data Template.
 - In cases where My Learning Plan personnel believe it will take longer than the two weeks specified, due to the complexity of the data received, a My Learning Plan representative will contact the customer within 48 hours of receipt of the data to provide a revised timeline.

License:

MLP grants and Customer accepts a nonassignable, nontransferable, non-exclusive license to use the Management System (including any revisions, derivations, upgrades and/or updates) and associated documentation and reference material. The Management System shall be used by Customer solely for Customer's own internal use and subject to the rights and requirements specified in this agreement. MLP may provide updates and enhancements which MLP at its sole discretion deems to be logical improvements to the Management System previously supplied to Customer under this agreement, and which MLP makes generally available to other Customers, and does not separately price or market. Any updates or enhancements that are provided to Customer shall be deemed part of the Management System and shall be used in accordance with the requirements and obligations set forth in this agreement.

Term and Termination:

This agreement shall be for a term of one year, commencing on the date set forth below (the "Effective Date"), and shall automatically renew for successive one-year terms unless one party notifies the other of its intention not to renew the agreement within 30 days of the expiration of the then current term.

Either party may terminate this agreement for any reason with 90 days written notice. However, upon the breach of this agreement by one party, the other party may terminate this agreement immediately. If the Customer terminates this agreement, MLP will refund only the prorated portion of the Annual User License Fees remaining on the contract.

Upon the termination or expiration of this agreement for any reason, MLP will immediately remove all registered users of the Customer from the database and will cease to provide technical support and maintenance.

Fees:

In consideration for the services provided by MLP to Customer, Customer shall pay to MLP the fees set forth on Schedule A. Each access code provided by MLP to Customer shall be deemed a “User”. Customer shall pay to MLP all fees upon the execution and delivery of this agreement. In the event that Customer automatically renews this agreement, Customer shall pay to MLP the Annual User License Fee within 30 days from the annual anniversary of the Effective Date of this agreement. Within 30 days from the anniversary of the Effective Date, MLP will send Customer an invoice that will reflect the addition or deletion of Users and changes to the Annual User License Fee, if any.

Ownership and Confidentiality

The Management System, including but not limited to the database, Web site source code, any programs, systems, data, and materials furnished by MLP to Customer including all trademarks, trade names, logos, characters and the look and feel of MLP’s Internet site, including without limitation, all copyrights, trademarks, trade names and other proprietary rights inherent therein or appurtenant thereto, is and will remain the property of MLP and Customer will have no rights or interests in the Management System except as provided in this agreement. Customer’s and its User’s data is and will remain the property of Customer and, upon the termination of this agreement for any reason, such data will be returned by MLP to Customer, subject to Customer’s payment of all fees due and owed by Customer to MLP. Customer’s data will not be utilized by MLP for any purpose other than that of rendering services to Customer under this agreement, nor will Customer’s Data or any part thereof be disclosed to third parties by MLP, its employees or agents.

Each party agrees that all information communicated to it by the other will be held in strict confidence and will be used only for the purposes of this agreement and that no such information will be disclosed by the recipient party, its agents or employees without the prior written consent of the other party.

Non-Performance in Certain Cases

As with all Internet-based services, access to the Management System is sometimes interrupted due to conditions beyond MLP’s control. Each party shall be excused from performance of this agreement, in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment, and such non-performance shall not be considered a breach of this agreement or grounds for termination.

Authority to Perform

Each party confirms to the other that it has all requisite power and authority to execute, deliver and perform its obligations under this agreement, and no approval authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this agreement.

Limitation of Liability

In the event that MLP shall be liable to Customer for any matter arising out of or in any way relating to this agreement, whether based on an action or claim in contract, tort, or otherwise, then the amount of damages recoverable against MLP shall not exceed the amount paid by Customer to MLP in the prior twelve month period for the specific service which is the subject of the action or claim. MLP shall not be liable for indirect, special, consequential or punitive damages of any party, including third parties. Further, no cause of action that accrued more than two years prior to the filing of a suit alleging such cause of action may be asserted against MLP.

Disclaimer of Warranties

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF MLP SET FORTH IN THIS AGREEMENT, MLP DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Miscellaneous

This agreement represents the entire agreement of both parties involved, My Learning Plan, Inc. and the Customer. There are no other promises in any other agreement, whether oral or written, that will be conceived as valid.

This agreement shall be governed by and construed according to the laws of the State of New York as applicable to agreements executed in and to be wholly performed within such State, excluding its principles of conflict of laws. In the event of any dispute arising under this agreement Customer irrevocably submits to the exclusive jurisdiction of the courts located in Suffolk County, State of New York and you waive any objection thereto based on lack of venue, forum non-conveniens or any similar-type grounds.

No delay or omission by either party to exercise any right or power it has under this agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. Waivers must be in writing and signed by the party waiving its rights.

If any provision of this agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this agreement will remain in full force and effect.

Agreed to and accepted this __ day of __, 20 __:

MY LEARNING PLAN, INC.

St. Louis Public Schools

By: _____
Name: _____
Title: _____
Address: _____

SCHEDULE A

FEES

One Time Fee		
	MLP Setup and Configuration Fee (Onsite configuration, date to be determined)	\$2,500
Annual Licensing Fees		
1134 Users	Licensing Fee \$15 per Instructional personnel	\$17000
# of Users	Licensing Fee \$12 per Instructional personnel	
	TOTAL Year 1:	\$19,500



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Audrey Jackson	Date: March 9, 2011
Department / School: Academic	Phone Number: 3174-345-4586
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
An online professional development management system that is connected to DESE's certification division to provide daily certification updates for all certificated employees in the system.	
Vendor Name: MyLearningPlan	Email: jwalter@MyLearningPlan.com
Vendor Contact: Jennifer Walter	Phone Number 800.287.4432 ext. 106
Justification Information	
1. Why the uniquely specified goods are required?	
MyLearningPlan is the only online professional development management system that is networked with DESE's certification division and is able to provide this service.	
2. Why good or services available from other vendors /competitors are not acceptable?	
No other vendor is networked with DESE's certification division.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
Email validating sole source networked to DESE certification division is attached.	
4. List the Names of other Vendors contacted & Price Quotes:	
ABC Sign-Up and Core Solutions were contacted. No price quotes were obtained because they are not networked with the DESE certification division.	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
<i>Jarvis L. Furell</i>	<i>3/22/11</i>
Department Head	Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

- X One-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.
- Prior to checking this box you must complete each of the following tasks:
- Search the internet for companies providing similar services.
 - Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
 - Document search activities and findings

- ☐ **Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.
- Prior to checking this box you must complete the following task:
- Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

- ☐ **Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.
- Prior to checking this box you must complete the following task:
- Document a search for additional suppliers

- ☐ **Delivery Date** Only one supplier can meet necessary delivery requirements.
- Prior to checking this box you must complete each of the following tasks:
- Document delivery date and quotes from at least two other vendors
 - Document rationale in support of treating the delivery date as mission critical

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

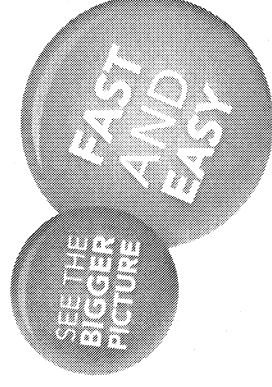
- Complete Emergency Purchase Form

2. If the Sole Source Criteria is met, then complete the Sole Source Form;

3. If the Sole Source Criteria are no met, then the item must be bid.

MyLearningPlan

Plan » Manage » Learn » Evaluate



Quick Start Guide

Congratulations on your purchase of MyLearningPlan!

The purpose of the Getting Started Guide is to provide additional information on the MyLearningPlan implementation process. Please do not hesitate to contact any MyLearningPlan representative should you have any questions at anytime during this process. We look forward to working with you.

Step 1: Gather User Account Information

The following information is necessary for MyLearningPlan to create user ID's and passwords. A Microsoft Excel spreadsheet is the preferred format for the data.

First Name	Last Name	Employee ID *	Employee email address	Certified (academic) Teacher/employee?	District Admin (approver/needs admin. rights)	PD Position Code - Required for MO reporting	Building Assignment
				Yes/No	Yes/No	Optional	Optional

Grade Level	Department Assignment	Instructor Rights Yes/No	SSN - Required for MO Reporting	Home Address - Required for MO Reporting	Home City - Required for MO Reporting	Postal Code - Required for MO Reporting
Optional	Optional	Optional	Optional	Optional	Optional	Optional

When you finish generating this file please email it to: jwalter@MyLearningPlan.com or mail a diskette containing the file to Leading Learning, Attn: J Walter, 3500 Sunrise Highway, Suite T200, Great River, NY 11739.

All user accounts must have a unique username/password. We recommend using email address as usernames. If that is not possible, we suggest using a combination of the users name + their employee ID (to ensure they are unique). We can add a temporary generic password that can be changed by the user.

*** Employee ID Information:** The EmployeeID as listed in MyLearningPlan should be the official district/agency issued EmployeeID. The EmployeeID plays a critical role should your organization wish to use any of the integration features within MyLearningPlan (Aesop, BlackBoard, SIF, XML Data Exchange, LDAP). The EmployeeID should be an unchanging unique value assigned to a given user. Given the growing interest in integration with related services, we highly recommend the adoption of a district-issued EmployeeID. Please note that if an EmployeeID is not added at the time of the initial data import, additional fees may be required to import that information at a later date. It's worth noting that the EmployeeID field in MyLearningPlan NOT a secure field and as such, social security numbers should not be used as an EmployeeID.

Step 2: Configure the MyLearningPlan.com Website

Once the user account information is imported, MyLearningPlan can be configured for your organization's needs. An onsite meeting will be scheduled for the configuration. The rough agenda is as follows:

- Basic overview
- Review User Accounts and Set Approver Rights
- Configure Buildings/Departments/Grades
- Add Goals and Objectives
- Configure Credit Tracking options (in-service, flex, stipend, etc.)
- Configure miscellaneous items (activity formats, payment options, etc).
- Add Forms and Configure Approval Processes

It is necessary to have the following items at this meeting:

- Professional Development Request Forms
 - The approval process required for each form
- District Professional Development Goals and Objectives

If possible, please fax as much if this information to Jennifer Walter prior to the configuration meeting.
(Fax – 631-859-9780)

• MLP Substitute Tracking Using AESOP Online

Organizations that subscribe to My Learning Plan AND AESOP Online can take advantage of the integrated substitute-scheduling features. Approval forms are routed through the pre-approval process, as configured in MyLearningPlan. After the last pre-approver approves the form, the substitute request is submitted to AESOP Online for immediate assignment.

Note: It is important that the district let us know PRIOR to the configuration meeting if they plan to integrate MyLearningPlan and AESOP Online so that the forms can be set up correctly.

Step 3: Roll-out Training

The rollout training within your organization is performed at your discretion. Various on-line and printed materials are available to assist with any rollout training.

Contact Information

For questions regarding MyLearningPlan set-up or training, contact: iwalter@MyLearningPlan.com



BOARD RESOLUTION

Date: March 23, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Carlinda Purcell, Dep. Supt., Academics

Agenda Item : 05-05-11-08

Information: ☐

Action: ☒

Action to be Approved: Purchase of Good (s)

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

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

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

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

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 1.1D

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

Fund Source: 828-00-271-2332-6412	Non-GOB	Requisition #: 10123303
Amount: \$8,901.15		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		
Amount: \$8,901.15		
Cost not to Exceed:	☐ Pending Funding Availability	Vendor #: 600002510

Department: Academic Services

Angela Banks, Budget Director

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

Enos Moss, CFO/Treasurer

Dr. Carlinda Purcell, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent

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REQUEST FOR SOLE SOURCE PURCHASE

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

JNE

Sole Source Checklist

1. Check one of the following:

- XOne-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.
- Prior to checking this box you must complete each of the following tasks:
- Search the internet for companies providing similar services.
 - Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
 - Document search activities and findings

- ☐ **Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.
- Prior to checking this box you must complete the following task:
- Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

- ☐ **Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.
- Prior to checking this box you must complete the following task:
- Document a search for additional suppliers

- ☐ **Delivery Date** Only one supplier can meet necessary delivery requirements.
- Prior to checking this box you must complete each of the following tasks:
- Document delivery date and quotes from at least two other vendors
 - Document rationale in support of treating the delivery date as mission critical

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

- Prior to checking this box you must complete the following task:
- Document district adoption of standard (i.e. Textbook adoption)
- ☐ **Unique Design** The commodity or service must meet physical design or quality requirements and is available from only one supplier.
- Prior to checking this box you must complete the following task:
- Sole supplier (i.e. Regional Distributor)

- ☐ **Emergency URGENT NEED** for the item or service does not permit soliciting competitive bids, as in cases of emergencies, disasters, etc.
- Prior to checking this box you must complete the following task:
- Complete Emergency Purchase Form

2. If the Sole Source Criteria is met, then complete the Sole Source Form;
3. If the Sole Source Criteria is not met, then the item must be bid.



HOUGHTON MIFFLIN HARCOURT SALES QUOTE

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

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

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

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

Quote Information

Purchase Order No.
QUOTE 040111
Order No. / Date
20124028 04/01/2011
Valid To
12/31/2011

Customer No.
158688
Quote Amount
\$8,901.15
Incoterms
SHIPPING POINT
Payment Terms
Within 30 days Due net

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

Riverside Federal ID # 04-2670173

Quote Message:

QUOTE DETAILS - unit net price may be rounded

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

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

SUBJECT TO TERMS AND CONDITIONS AT http://www.hmco.com/purchase_terms/



HOUGHTON MIFFLIN HARCOURT

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

Sales Quote# 20124028

QUOTE DETAILS - unit net price may be rounded

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

Send Inquiries To:

Riverside Publishing
3800 Golf Road Suite 200
Rolling Meadows, IL 60008
800-323-9540 or 630-407-7000 (Customer Service)

SUBJECT TO TERMS AND CONDITIONS AT http://www.hmhc.com/purchase_terms/



HOUGHTON MIFFLIN HARCOURT

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

Sales Quote# 20124028

QUOTE DETAILS - unit net price may be rounded

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

Subtotal	\$8,241.77
Taxes	\$0.00
Shipping Service Fee	\$659.38
Quote Amount	\$8,901.15

Send Inquiries To:

Riverside Publishing
3800 Golf Road Suite 200
Piquette, Michigan 48675
800-323-9540 or 630-467-7000 (Customer Service)

SUBJECT TO TERMS AND CONDITIONS AT http://www.hmhco.com/purchase_terms/



BOARD RESOLUTION

Date: April 14, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-09

Information: ☐

Action: ☒

Action to be Approved: RFP/Bid

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

RFP/Bid # 011-1011

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

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

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 1.A

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

Fund Source: 984-00-110-2822-6319	GOB	Requisition #:
Amount: \$500,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$500,000.00	☒ Pending Funding Availability	Vendor #: TBD

Department: Accountability

Requestor: Cleopatra Figgures

Cleopatra Figgures

Dr. Cleopatra Figgures, Dep. Supt., Accountability

Angela Banks

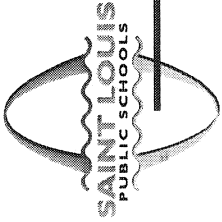
Angela Banks, Budget Director

Enos Moss

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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

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

February 28, 2011

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

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

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

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



BOARD RESOLUTION

Date: April 13, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-10

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 07-06-10-05

Prior Year Cost \$398,133.00

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

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

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 1.A

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

Fund Source: 984-00-110-2822-6412	GOB	Requisition #: 600000498
Amount: \$265,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$265,000.00	☒ Pending Funding Availability	Vendor #: 600000498

Department: Accountability

Requestor: Cleopatra Figgures



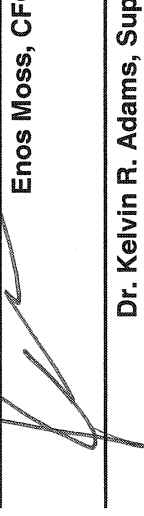
Dr. Cleopatra Figgures, Dep. Supt., Accountability



Angela Banks, Budget Director

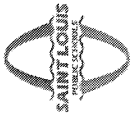


Enos Moss, CFO/Treasurer



Dr. Kelvin R. Adams, Superintendent

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REQUEST FOR SOLE SOURCE PURCHASE

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



Vendor Performance Report

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

VENDOR PERFORMANCE REPORT INSTRUCTIONS

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

Performance Ratings Guidelines

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

Performance Categories Descriptions

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



BOARD RESOLUTION

Date: April 14, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-1

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 04-29-10-05

Prior Year Cost \$152,000.00

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

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

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

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 1.1A

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

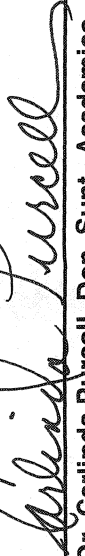
Fund Source:	GOB	Requisition #:
Amount: \$152,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$152,000.00	☒ Pending Funding Availability	Vendor #: 600007614

Department: Academic Services


Debra Falkner, Director, Office of Parent & Student Engagement


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Carlinda Purcell, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent

Revised 09/27/2010

Reviewed By:

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BOARD RESOLUTION

Date: April 11, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-12

Information: ☐

Action: ☒

Action to be Approved: Contract

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

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

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

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: Objective A

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

Fund Source: 117-AD-231-1177-6319	Non-GOB	Requisition #: 10123243
Amount: \$4,500.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$4,500.00	☐ Pending Funding Availability	Vendor #: 600013302

Department: Academics

Angela Banks, Budget Director

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

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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Requisition #: 10123243

Vendor #: 600013302

CONSULTANT SERVICE AGREEMENT
BETWEEN

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

AND

“SEK GROUP”

THIS CONSULTANT AGREEMENT (“Agreement”) is made and entered into as of the 6th day of May, 2011 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter “SLPS,” “the District,” or “SAB”), a school district organized and existing under the laws of the state of Missouri and “**SEK GROUP**” (hereinafter “Consultant”). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 80-02-15644

Address: 6239 Rosebury 63105

Contact Person: Susan Katzman

Telephone Number: 314-725-8041

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

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

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

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

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

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

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

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

5. **SUB-CONTRACTING:** The Consultant may not, without the approval of the District, subcontract any rights, responsibilities or obligations under this Agreement. Any subcontract without the express written consent of the District shall render the Agreement void at the election of the District.

6. **PERSONNEL:** The Consultant has the authority to secure at its own expense, all necessary personnel required to perform the services under this Agreement.

7. **SUBCONTRACTS:** The Consultant may not subcontract any portion of the services hereunder without the District's prior written consent. If a subcontractor is agreed to, the Consultant agrees that it will contract with the subcontractor under a separate written agreement, which shall contain a specific provision that said subcontractor shall be bound by the applicable terms and conditions of this Agreement. The Consultant shall be solely responsible to pay any subcontractors it utilizes under this Agreement and the Consultant understands that the District shall have no liability whatsoever relating to such payment. The Consultant assures the District that the Consultant will be responsible for the acts or omissions of said subcontractor and agrees to be liable consistent with the terms of Article 14., to the extent that any acts or omissions of the subcontractor relate to the performance of the services under this Agreement.

8. **RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES**

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

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

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

9. CONFIDENTIALITY

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

- b. **Student Information.** The Consultant acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students. Both during the term of this Agreement and thereafter, the Consultant covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. The Consultant covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Consultant covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. Finally, the Consultant covenants and agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act ("FERPA").

- c. **Student Education/Medical Records.** The Consultant acknowledges that it shall now, and in the future may, have access to and contact with the education and/or medical records of students. Both during the term of this Agreement and thereafter, the Consultant covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. The Consultant covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Consultant covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. Finally, the Consultant covenants and agrees that any access to the education records of any student shall be in compliance with FERPA and any access to the medical records of any student shall be in compliance with the Health Insurance Portability and Accountability Act of 1996.
- d. **Exceptions to Confidentiality Obligations.** Notwithstanding the foregoing, the Consultant's obligations of confidentiality will not include information which:
- i. at the time of disclosure was in the public domain;
 - ii. after such disclosure, immediately becomes generally available to the public other than through any act or omission of the Consultant or its Personnel; and
 - iii. is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such disclosure is furnished to the District in a timely manner in order to afford the District the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.
- e. **Remedies for Disclosure.** The Consultant understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this article may result in the District seeking injunctive relief. The Consultant agrees to give prompt notice to the District of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as requested by the District to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information. All steps taken by the Consultant relating to remedy shall be at its sole expense.
- f. **Return of Confidential Information.** After expiration or termination of this Agreement, the Consultant must return all confidential information given to or generated by the Consultant hereunder within five (5) days of the District's written request. The Consultant agrees that it will comply with the District's instructions regarding the return or disposition of its confidential information, including any copies or reproductions.

10. **INDEMNIFICATION** Consultant agrees to indemnify and hold harmless the District and the District's officers, directors, servants, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including

without limitation, reasonable legal fees and expenses) which may be suffered by, incurred by or threatened against the District or any officers, directors, servants, employees, or agents of the District on account of or resulting from injury, or claim of injury to person or property (including but not limited to consultant and/or its agents) arising out of the operation of the program operated by Consultant under this Agreement or arising out of this Agreement in any manner, including but not limited to the breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Consultant. This provision shall survive termination or expiration of the Agreement.

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

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

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

The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employers' Liability, with respect to the liability arising out of the performance of Consultant's services under this Agreement. The Consultant shall provide a certificate of insurance evidencing the coverage required in Attachment A.

14. **TERMINATION**

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

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

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

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

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

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

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

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

19. **ENTIRE AGREEMENT** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supercede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this

Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.

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

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

To the District:

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

To Consultant:

Susan Katzman
6239 Rosebury
St. Louis, MO 63105
Legal Notice Enclosed

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

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

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

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

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

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

a. **Special Administrative Board Approval.** It may be necessary to obtain the approval of the Special Administrative Board (hereinafter “SAB” or “Board”) for this Agreement. If so, the Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Consultant of the approval or disapproval of the SAB. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to approval by the SAB and performance of such services hereunder shall be at the sole risk and liability of the Consultant. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.

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

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

28. **CONSULTANT REPRESENTATIONS** Consultant acknowledges and represents that (i) Consultant is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder (ii) the entering into this Agreement has been duly approved by the Consultant, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Consultant and to bind Consultant to the terms hereof, and (iv) Consultant will comply with all State, Federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Consultant also agrees to abide by all applicable District policies and regulations.

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

30. CONSULTANT'S PERSONNEL

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

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

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

d. **Background Checks.** All Personnel providing services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the District and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Consultant and the District shall not be liable for such cost under any circumstance. The Consultant assures the District that the Consultant agrees to remove or not hire for the District's account any Personnel who have any Department of Family Services claims: a) that would

raise concerns about inappropriate behavior with children; b) where a criminal offense has been committed that would raise concerns about inappropriate behavior with children; c) where there has been a conviction for any sex-related offense or any other offense indicating a lack of acceptable moral character for associating with children; d) where there has been a determination of any physical and/or mental abuse of children; and/or e) where there has been termination for cause due to inappropriate behavior with children in any project, program, and/or location of services of the Consultant. The District will receive notice of any Personnel so removed or terminated. The Consultant will select, hire, and train replacement Personnel within fifteen (15) days of a vacancy on the District's account, all without any additional cost to the District. Within three (3) days of a written request by the District, the Consultant agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.

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

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

32. **INFRINGEMENT** Consultant warrants to the District that Consultant, in connection with performing the Services, will not infringe any patent, trademark, copyright, trade secrets, confidential information or any other proprietary right of any person. Consultant further represents and warrants to the District that neither Consultant or any company or

individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.

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

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

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

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

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

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

NAME
ADDRESS
CITY, STATE ZIP CODE

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

By: Dana Kefauver

By: _____

Title: Consultant

Title: _____

Date: 3/7/2011

Date: _____

Tax I.D. No 80-20-15644

ATTACHMENT A

SCOPE OF SERVICES

☒ **Consultant Services**

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

☒ **Insurance Coverage**

Comprehensive General Liability:	\$1,000,000 per occurrence
Automotive Liability:	\$500,000 per occurrence
Workers Compensation:	Statutory Limit
Employer's Liability:	\$500,000.00 (If applicable)
Other:	\$0

PAYMENT SCHEDULE

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

CONTRACT COSTS AND EXPENSES
TO BE PAID BY DISTRICT

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

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____

ATTACHMENT B

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

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

Accordingly, your company:

- a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

ATTACHMENT C

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my

oath, state the following facts are true:

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

FURTHER AFFIANT SAYETH NOT.

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

Title: _____

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

NOTARY PUBLIC

My commission expires:



BOARD RESOLUTION

Date: April 11, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-13

Information: ☐

Action: ☒

Action to be Approved: Contract

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

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

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

Accountability Plan Goals: Goal I: Student Performance

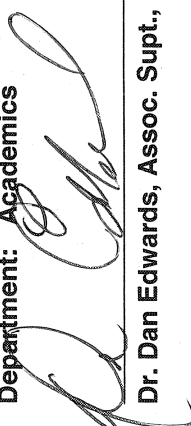
Objective/Strategy: I.A.

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

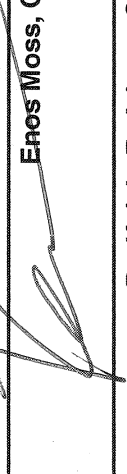
Fund Source: 816-VM-291-1151-6319	Non-GOB	Requisition #: 10122653
Amount: \$3,500.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$3,500.00	☐ Pending Funding Availability	Vendor #: 600013302

Department: Academics


Angela Banks, Budget Director


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


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

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REQUEST FOR SOLE SOURCE PURCHASE

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

Sole Source Checklist

1. Check one of the following:

- ☒ **One-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.
- Prior to checking this box you must complete each of the following tasks:
- Search the internet for companies providing similar services.
 - Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
 - Document search activities and findings

- ☐ **Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.
- Prior to checking this box you must complete the following task:
- Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

- ☐ **Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.
- Prior to checking this box you must complete the following task:
- Document a search for additional suppliers

- ☐ **Delivery Date** Only one supplier can meet necessary delivery requirements.
- Prior to checking this box you must complete each of the following tasks:
- Document delivery date and quotes from at least two other vendors
 - Document rationale in support of treating the delivery date as mission critical

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

- Prior to checking this box you must complete the following task:
- Document district adoption of standard (i.e. Textbook adoption)
- ☐ **Unique Design** The commodity or service must meet physical design or quality requirements and is available from only one supplier.
- Prior to checking this box you must complete the following task:
- Sole supplier (i.e. Regional Distributor)

- ☐ **Emergency URGENT NEED** for the item or service does not permit soliciting competitive bids, as in cases of emergencies, disasters, etc.
- Prior to checking this box you must complete the following task:
- Complete Emergency Purchase Form

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

Requisition #: 10122653

Vendor #: 600013302

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

“SEK GROUP”

THIS CONSULTANT AGREEMENT (“Agreement”) is made and entered into as of the 6th day of May, 2011 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter “SLPS,” “the District,” or “SAB”), a school district organized and existing under the laws of the state of Missouri and **“SEK GROUP”** (hereinafter “Consultant”). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 80-02-15644

Address: 6239 Rosebury 63105

Contact Person: Susan Katzman

Telephone Number: 314-725-8041

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

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

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

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

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

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

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

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

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

8. RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES

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

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

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

9. CONFIDENTIALITY

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

- b. **Student Information.** The Consultant acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students. Both during the term of this Agreement and thereafter, the Consultant covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. The Consultant covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Consultant covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. Finally, the Consultant covenants and agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act ("FERPA").

- c. **Student Education/Medical Records.** The Consultant acknowledges that it shall now, and in the future may, have access to and contact with the education and/or medical records of students. Both during the term of this Agreement and thereafter, the Consultant covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. The Consultant covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Consultant covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. Finally, the Consultant covenants and agrees that any access to the education records of any student shall be in compliance with FERPA and any access to the medical records of any student shall be in compliance with the Health Insurance Portability and Accountability Act of 1996.
- d. **Exceptions to Confidentiality Obligations.** Notwithstanding the foregoing, the Consultant's obligations of confidentiality will not include information which:
- i. at the time of disclosure was in the public domain;
 - ii. after such disclosure, immediately becomes generally available to the public other than through any act or omission of the Consultant or its Personnel; and
 - iii. is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such disclosure is furnished to the District in a timely manner in order to afford the District the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.
- e. **Remedies for Disclosure.** The Consultant understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this article may result in the District seeking injunctive relief. The Consultant agrees to give prompt notice to the District of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as requested by the District to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information. All steps taken by the Consultant relating to remedy shall be at its sole expense.
- f. **Return of Confidential Information.** After expiration or termination of this Agreement, the Consultant must return all confidential information given to or generated by the Consultant hereunder within five (5) days of the District's written request. The Consultant agrees that it will comply with the District's instructions regarding the return or disposition of its confidential information, including any copies or reproductions.

10. **INDEMNIFICATION** Consultant agrees to indemnify and hold harmless the District and the District's officers, directors, servants, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including

without limitation, reasonable legal fees and expenses) which may be suffered by, incurred by or threatened against the District or any officers, directors, servants, employees, or agents of the District on account of or resulting from injury, or claim of injury to person or property (including but not limited to consultant and/or its agents) arising out of the operation of the program operated by Consultant under this Agreement or arising out of this Agreement in any manner, including but not limited to the breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Consultant. This provision shall survive termination or expiration of the Agreement.

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

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

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

The District shall be included as an additional insured on all required insurance policies, except Worker's Compensation and Employers' Liability, with respect to the liability arising out of the performance of Consultant's services under this Agreement. The Consultant shall provide a certificate of insurance evidencing the coverage required in Attachment A.

14. **TERMINATION**

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

b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or

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

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

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

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

16. **REPORTING** During the term of this Agreement, Consultant shall report to, and confer with, the 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 11th Street
St. Louis, MO 63101
Attn: Superintendent-Legal Notice Enclosed

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

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

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

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

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

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

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

a. **Special Administrative Board Approval.** It may be necessary to obtain the approval of the Special Administrative Board (hereinafter “SAB” or “Board”) for this Agreement. If so, the Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Consultant of the approval or disapproval of the SAB. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to approval by the SAB and performance of such services hereunder shall be at the sole risk and liability of the Consultant. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.

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

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

28. **CONSULTANT REPRESENTATIONS** Consultant acknowledges and represents that (i) Consultant is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder (ii) the entering into this Agreement has been duly approved by the Consultant, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Consultant and to bind Consultant to the terms hereof, and (iv) Consultant will comply with all State, Federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Consultant also agrees to abide by all applicable District policies and regulations.

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

30. CONSULTANT'S PERSONNEL

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

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

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

d. **Background Checks.** All Personnel providing services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the District and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Consultant and the District shall not be liable for such cost under any circumstance. The Consultant assures the District that the Consultant agrees to remove or not hire for the District's account any Personnel who have any Department of Family Services claims: a) that would

raise concerns about inappropriate behavior with children; b) where a criminal offense has been committed that would raise concerns about inappropriate behavior with children; c) where there has been a conviction for any sex-related offense or any other offense indicating a lack of acceptable moral character for associating with children; d) where there has been a determination of any physical and/or mental abuse of children; and/or e) where there has been termination for cause due to inappropriate behavior with children in any project, program, and/or location of services of the Consultant. The District will receive notice of any Personnel so removed or terminated. The Consultant will select, hire, and train replacement Personnel within fifteen (15) days of a vacancy on the District's account, all without any additional cost to the District. Within three (3) days of a written request by the District, the Consultant agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.

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

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

32. **INFRINGEMENT** Consultant warrants to the District that Consultant, in connection with performing the Services, will not infringe any patent, trademark, copyright, trade secrets, confidential information or any other proprietary right of any person. Consultant further represents and warrants to the District that neither Consultant or any company or

individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.

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

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

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

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

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

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

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

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

By: Susan Katzman

Title: Consultant

Date: February 17, 2011

Tax I.D. No 80-0215644

By: _____

Title: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES

☒ **Consultant Services**

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

☒ **Insurance Coverage**

Comprehensive General Liability:	\$1,000,000 per occurrence
Automotive Liability:	\$500,000 per occurrence
Workers Compensation:	Statutory Limit
Employer's Liability:	\$500,000.00 (If applicable)
Other:	\$0

PAYMENT SCHEDULE

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

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

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

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____

ATTACHMENT B

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

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

Accordingly, your company:

- a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

ATTACHMENT C

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my

oath, state the following facts are true:

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

FURTHER AFFIANT SAYETH NOT.

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

Title: _____

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

NOTARY PUBLIC

My commission expires:



BOARD RESOLUTION

Date: April 11, 2011
To: Dr. Kelvin R. Adams, Superintendent
From: Blake Youde, Dep. Supt., Institutional Advancement

Agenda Item : 05-05-11-14

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-24-10-25

Prior Year Cost \$50,000.00

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

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

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.D

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

Fund Source: 973-00-110-2518-6319	GOB	Requisition #:
Amount: \$50,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$50,000.00	☒ Pending Funding Availability	Vendor #: 600006555

Department: Development Office

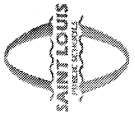
Requestor: Linda Riekens

Angela Banks, Budget Director
Enos Moss, CFO/Treasurer

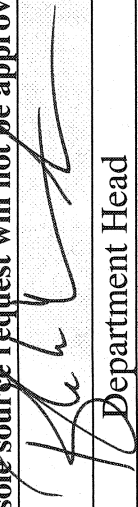
Blake Youde, Dep. Supt., Institutional Advancement

Dr. Kelvin R. Adams, Superintendent

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REQUEST FOR SOLE SOURCE PURCHASE

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

JKC

Sole Source Checklist

1. Check one of the following:

- ☒ **One-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.
- Prior to checking this box you must complete each of the following tasks:
- Search the internet for companies providing similar services.
 - Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
 - Document search activities and findings

- ☐ **Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.
- Prior to checking this box you must complete the following task:
- Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

- ☐ **Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.
- Prior to checking this box you must complete the following task:
- Document a search for additional suppliers

- ☐ **Delivery Date** Only one supplier can meet necessary delivery requirements.
- Prior to checking this box you must complete each of the following tasks:
- Document delivery date and quotes from at least two other vendors
 - Document rationale in support of treating the delivery date as mission critical

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

2. If the Sole Source Criteria is met, then complete the Sole Source Form;

3. If the Sole Source Criteria are not met, then the item must be bid.



Vendor Performance Report

Type of report: Final ☒ Quarterly ☐		Report Date: March 30, 2011
Dept / School: Development Office		Reported By: Linda Riekes
Vendor: Dr. Sharon Slane		Vendor #: 527-60-7236
Contract # / P.O. #:		Contract Name: Agreement for Consulting Services
Contract Amount: \$ \$50,000		Award Date:
Purpose of Contract (Brief Description):		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	X5 4 3 2 1	
Timeliness of Delivery or Performance	X5 4 3 2 1	
Business Relations	X5 4 3 2 1	
Customer Satisfaction	X5 4 3 2 1	
Cost Control	X5 4 3 2 1	
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period. Please Check Yes ☒ No ☐		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

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

Performance Ratings Guidelines

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

Performance Categories Descriptions

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

Sharon L. Slane

7227 Colgate

St. Louis, Missouri 63130

(314) 727-7987

(314) 727-6783 fax

sharonslane@sbcglobal.net

527-60-7236 SS#

Education:

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

Current Position:

Educational Consultant

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

Other Professional Experience:

Metropolitan St. Louis Consortium for Educational Renewal

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

Mid-continent Regional Educational Laboratory (McREL)

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

CEMREL, Inc.

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

Elementary/Secondary Teaching

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

Funded Proposals for St. Louis Public Schools:

84 grants

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

Average grant = \$953,763

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

@3.36 grants/year over 25 years

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

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

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

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



BOARD RESOLUTION

Date: April 11, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-15

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-24-10-26

Prior Year Cost \$24,000.00

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

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

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 1.A

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

Fund Source: 973-UQ-291-2518-6319	Non-GOB	Requisition #:
Amount: \$24,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$24,000.00	☒ Pending Funding Availability	Vendor #: 600013865

Department: Development Office

Requestor: Linda Riekes

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Blake Youde, Dep. Supt., Institutional Advancement

Dr. Kelvin R. Adams, Superintendent

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Vendor Performance Report

Type of report: Final ☒ Quarterly ☐		Report Date: March 30, 2011
Dept / School: Development Office		Reported By: Linda Riekes
Vendor: Compass Management Consulting, LLC		Vendor #: 600013965
Contract # / P.O. #: 4500149990		Contract Name:
Contract Amount: \$ 24,000		Award Date:
Purpose of Contract (Brief Description): External evaluation services for the Elementary Teaching American History Grant project, "Let Freedom Ring: Participating in American History Through Primary Documents.		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 X 4 3 2 1	
Timeliness of Delivery or Performance	5 X 4 3 2 1	
Business Relations	5 X 4 3 2 1	
Customer Satisfaction	5 X 4 3 2 1	
Cost Control	5 X 4 3 2 1	
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period. Please Check Yes ☒ No ☐		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

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

Report Date the date the report is prepared

Department Indicate the name of the reporting department

Reported By Please sign your name

Vendor Enter the vendor's name

Vendor Number Enter the vendor's assigned number

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

Contract Name This the official name used when the contract was solicited

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

Award Date Enter the date that the Board approved this contract

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

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

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

Performance Ratings Guidelines

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

Performance Categories Descriptions

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



BOARD RESOLUTION

Date: April 11, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-16

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-24-10-23

Prior Year Cost \$1,200,000

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

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

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.A.

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

Fund Source: 981-00-110-2577-6319	GOB	Requisition #:
Amount: \$1,200,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$1,200,000.00	☒ Pending Funding Availability	Vendor #: 600004465

Department: Technology Services

Angela Banks, Budget Director

Dr. Jesolyn Larry, Interim Chief Information Ofr.

Enos Moss, CFO/Treasurer

Mary H. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

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Vendor Performance Report

Type of report: Final ☒ Quarterly		Report Date: April 7, 2011
Dept / School: Technology Services		Reported By: J. F. Larry
Vendor: Xerox		Vendor #: 600004465
Contract # / P.O. #:		Contract Name:
Contract Amount: \$ 1,200,000.00		Award Date:
Purpose of Contract (Brief Description): To provide fleet maintenance of the multifunctional print/copier devices, District-wide Pony and US mail services and daily management of the Print Shop.		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 4X 3 2 1	
Timeliness of Delivery or Performance	5 X 4 3 2 1	
Business Relations	5 4 X 3 2 1	
Customer Satisfaction	5 4 X 3 2 1	
Cost Control	5 4 3 X 2 1	
Average Score	4	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period. Please Check Yes ☒ No ☐		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

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

Performance Ratings Guidelines

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

Performance Categories Descriptions

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



BOARD RESOLUTION

Date: April 12, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-17

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-24-10-22

Prior Year Cost \$14,000

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

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

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.A.

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

Fund Source: 981-54-110-2828-6319	GOB	Requisition #:
Amount: \$13,500.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$13,500.00	☒ Pending Funding Availability	Vendor #: 600006850

Department: Technology Services

Angela Banks, Budget Director

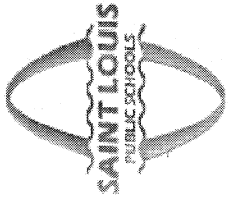
Dr. Jesolyn Larry, Interim Chief Information Ofr.

Enos Moss, CFO/Treasurer

Mary H. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

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Vendor Performance Report

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

VENDOR PERFORMANCE REPORT INSTRUCTIONS

Type of report

Identify if this the final report or a quarterly report (3 months)

Report Date

the date the report is prepared

Department

Indicate the name of the reporting department

Reported By

Please sign your name

Vendor

Enter the vendor's name

Vendor Number

Enter the vendor's assigned number

Contract # / PO #

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

Contract Name

This the official name used when the contract was solicited

Contract Amount

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

Award Date

Enter the date that the Board approved this contract

Required Delivery Date

Enter the date that all goods or services are due or anticipated

Actual Delivery Date

The date delivery actually takes place

Contract Description

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

Performance Ratings

In the comment column provide the rationale for the rating you give.

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

Performance Ratings Guidelines

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

Performance Categories Descriptions

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



BOARD RESOLUTION

Date: April 14, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-18

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-08-10-08

Prior Year Cost \$383,796.60

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

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

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.A.

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

Fund Source: 981-L3-110-2223-6441	GOB	Requisition #:
Amount: \$365,462.93		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$365,462.93	☒ Pending Funding Availability	Vendor #: 600000772

Department: Technology Services

Angela Banks, Budget Director

Dr. Jesolyn Larry, Interim Chief Information Ofr.

Enos Moss, CFO/Treasurer

Mary H. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

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Vendor Performance Report

Type of report: ☒ Final ☐ Quarterly		Report Date: April 7, 2011
Dept / School: Technology Services		Reported By: J. F. Larry
Vendor: Soft choice		Vendor #: 600000772
Contract # / P.O. #: 4500147793		Contract Name:
Contract Amount: \$ 389,421.60		Award Date: July 1, 2010
Purpose of Contract (Brief Description): To provide the District's Microsoft School Agreement-which provides licenses and support for the Microsoft suite of software, including Windows, Word, Access, PowerPoint, Outlook, Excel and various Server products.		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 X 4 3 2 1	
Timeliness of Delivery or Performance	5 X 4 3 2 1	
Business Relations	5 X 4 3 2 1	
Customer Satisfaction	5 X 4 3 2 1	
Cost Control	5 X 4 3 2 1	
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period. Please Check Yes ☒ No ☐		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

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

Report Date the date the report is prepared

Department Indicate the name of the reporting department

Reported By Please sign your name

Vendor Enter the vendor's name

Vendor Number Enter the vendor's assigned number

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

Contract Name This the official name used when the contract was solicited

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

Award Date Enter the date that the Board approved this contract

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

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

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

Performance Ratings Guidelines

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

Performance Categories Descriptions

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