



BOARD RESOLUTION

Date: April 18, 2011

To: Dr. Kelvin R. Adams, Superintendent

From: Enos Moss, CFO/Treasurer

Agenda Item : 05-05-11-19

Information: ☐

Action: ☒

Action to be Approved: Contract

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

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

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

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.D.


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

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

Department: Finance


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Mary M. Houlihan, Dep. Supt., Operations


Dr. Kelvin R. Adams, Superintendent

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RubinBrown LLP
*Certified Public Accountants
& Business Consultants*

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Saint Louis, MO 63105

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April 13, 2011

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

Dear Mary:

We appreciate the opportunity to be of service to St. Louis Public Schools ("Client"). This letter ("Letter") and the RubinBrown Engagement Terms, attached hereto, (the letter and the RubinBrown Engagement Terms are hereinafter collectively referred to as the "Agreement") sets forth the services that RubinBrown LLP ("RubinBrown") will provide for you. In this Agreement, the terms "we", "us" and "our" refer to RubinBrown and the terms "you", "your", and "management" refer to St. Louis Public Schools. Your engagement of RubinBrown shall be governed by the terms of this Letter and the attached RubinBrown Engagement Terms.

Scope of Services

We understand that you will provide us with the basic information and documents required for us to perform an agreed-upon procedures engagement, solely to evaluate the progress that St. Louis Public Schools' has made in its efforts to to develop a corrective action plan to correct the management letter comments and federal and state compliance findings from the June 30, 2010 compliance report dated December 23, 2010.

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

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

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

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

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

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

Fees and Billing Terms

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

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

Conflict of Interest

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

Engagement Terms

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

Conclusion

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

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

Sincerely,

RubinBrown LLP

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

JBW:cjm

Enclosures

By signing below, the signatory further represents and warrants that she/he is authorized to approve the terms of this engagement on behalf of the Client.

Approved By: _____

Title: _____

Date: _____

St. Louis Public Schools
Agreed Upon Procedures
Attachment A

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

Material weaknesses and significant deficiencies:

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

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

Noncompliance

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

Federal Findings

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

State findings

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

- Test samples of the above State compliance requirements.

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

Assess plan of implementation:

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

RubinBrown LLP ENGAGEMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



BOARD RESOLUTION

Date: April 4, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-20

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # 023-1011

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

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

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

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

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

Department: Operations

Roger L. CayCe

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

Mary M. Houlahan

Mary M. Houlahan, Dep. Supt., Operations

Angela Banks

Angela Banks, Interim Budget Director

Enos Moss

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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April 4, 2011

MEMORANDUM

TO: Rick Schaeffer: Purchasing Office

FROM: Tom Goodrich

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

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

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

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

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

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

Tom Goodrich
Construction Project Manager
Operations Department

NAME: Roger L. CayCe

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

NAME: Yvonne Green

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

NAME: Mike Dobbs

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

NAME: Tom Goodrich

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



BOARD RESOLUTION

Date: April 11, 2011

Agenda Item : 05-05-11-21

To: Dr. Kelvin R. Adams, Superintendent

Information: ☐

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

Action: ☒

Action to be Approved: Contract

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

RFP/Bid # 022-1011

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

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

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

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

Department: Operations

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

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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April 11, 2011

MEMORANDUM

TO: Rick Schaeffer: Purchasing Office

FROM: Tom Goodrich

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

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

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

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

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

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

Tom Goodrich
Construction Project Manager
Operations Department

NAME: Roger L. CayCe

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

NAME: Mike Dobbs

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

NAME: Tom Goodrich

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

NAME: Yvonne Green

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



BOARD RESOLUTION

Date: April 18, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 05-05-11-22

Information: ☐

Action: ☒

Action to be Approved: Contract

RFP/Bid # 024-1011

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

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

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

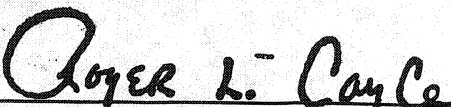
Accountability Plan Goals: Goal III: Facilities, Resources Support

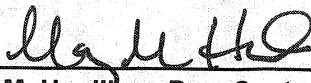
Objective/Strategy: III.C.1


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


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

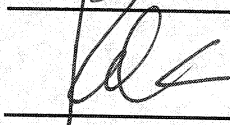
Department: Operations


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


Mary M. Houlahan, Dep. Supt., Operations


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent



April 13, 2011

MEMORANDUM

TO: Rick Schaeffer: Purchasing Office

FROM: Tom Goodrich

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

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

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

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

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

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

Tom Goodrich
Construction Project Manager
Operations Department

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

NAME: Roger L. CayCe

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

BID SUMMARY FOR RFP 024-1011 SHADE INSTALLATION

[illegible]

NAME: Mike Dobbs

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



Board Resolution

Date: April 12, 2011

Agenda Item: 05-05-11-23

To: Dr. Kelvin R. Adams, Superintendent

Information: _____

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

Action: X

Action to be Approved:

Other Transaction Descriptors: _____

X Memorandum of Understanding

SUBJECT:

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

BACKGROUND:

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

Accountability Plan Goal: Goal IV: Parent, Community Involvement

Objective/Strategy:

IV.A.

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

Fund Source: - - - -
Amount: No Cost

Requisition #:

Fund Source: - - - -
Amount:

Requisition #:


Fund Source: - - - -
Amount:

Requisition #:

Cost not to Exceed: No Cost

☐ Pending Funding Availability Vendor #:


Blake Yrude, Dep. Supt. - Institutional Advancement


Dr. Carlinda Purcell, Dep. Supt. - Academics


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

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

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

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

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

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

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

5. Obligations of SLPS:

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

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

(c) _____

6. Obligations of Agency:

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

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

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

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

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

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

(b) _____

(c) _____

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

Saint Louis Public Schools

City of St. Louis
Department of Human Services

By: _____
Name: _____
Title: _____

By: _____
Name: William Siedhoff
Title: Director of Human Services

Memorandum of Understanding
Performance Standard(s)
Report

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

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

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

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

Performance Standard 2: N/A

Status: N/A

Performance Standard 3: N/A

Status: N/A

Performance Standard 4: N/A

Status: N/A

Performance Standard 5: N/A

Status: N/A

Submitted by: John Windom

Date: 4/4/2011

Reviewed by: _____

Date: _____

Recommendation:

☒ Continue

☐ Discontinue

Status: N/A

Performance Standard 4: N/A


Status: N/A

Performance Standard 5: N/A

Status: N/A

Submitted by: John Windom

Date: 4/4/2011

Reviewed by:  John Windom

Date: 4/6/11

Recommendation:

☒ Continue

☐ Discontinue



Board Resolution

Date: April 12, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 05-05-11-84

Information: _____

Action: X

Action to be Approved:

X Memorandum of Understanding

Other Transaction Descriptors: _____

SUBJECT:

To approve the renewal of the Memorandum of Understanding (MOU) with the City of St. Louis Health Institute to provide health services to promote individual and family health as well as a safe and healthy environment for all St. Louis city residents. The program will be implemented at the Walbridge Community Education Full Service School.

BACKGROUND:

The Health Institute has provided services that include, but are not limited to, health screening, testing, and or clinics, such as H1N1 vaccine clinics, lead testing, and STD testing. Educational promotions have included hand washing as a universal practice, lead poisoning prevention and asthma triggers in small children.

Outcomes are measured by the number of community people who use these services. The goal is to serve 75 families. To date, the Health Institute has served 100 individuals which we feel equates to 75 or more families. The performance report is attached.

Accountability Plan Goal: Goal IV: Parent, Community Involvement

Objective/Strategy:

IV.A.

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

Fund Source: - - - -
Amount: No Cost

Requisition #:

Fund Source: - - - -
Amount:

Requisition #:

Fund Source: - - - -
Amount:

Requisition #:

Cost not to Exceed: No Cost

☐

Pending Funding Availability Vendor #:


Blake Youde, Dep. Supt. - Institutional Advancement


Dr. Carlinda Purcell, Dep. Supt. - Academics


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the City of St. Louis Health Institute ("Agency") on this 6th day of May, 2011.

The purpose of this Memorandum of Understanding is to establish a partnership between City of St. Louis Health Institute and the St. Louis Public Schools in order to provide health services to promote individual and family health as well as a safe and healthy environment for all St. Louis city residents. The program will be implemented at the Walbridge Community Education Full Service School and will be considered for expansion to other Community Education Full Service Schools if judged to be warranted.

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

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

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

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

5. Obligations of SLPS:

(a) Provide cafeteria space during non-school hours for the once per month events. This will include the use of tables, chairs, and the periodic use of the copier.

(b) Assist in the development and distribution of advertising for the programs and events without cost to the district.

(c) _____

6. Obligations of Agency:

(a) Provide services that include but are not limited to health screening, testing, and or clinics, such as H1N1 vaccine clinics, lead testing, and STD testing. Educational promotions will include hand washing as a universal practice, lead poisoning prevention, and asthma triggers in small children. Accurate records will be maintained and made available to the district on request.

(b) Activities will include Community Baby Shower, Nutritious Cooking Demonstrations, Disaster Preparedness, and Certified Pulmonary Respiratory (CPR) training.

(c) Provide safe storage and disposal of needles and any equipment or material felt to be potentially hazardous.

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

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

(a) The goal is to serve a minimum of 75 families.

(b) Outcomes will be measured by the number of people who use these services and/or attend the events.

(c) _____

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

Saint Louis Public Schools

(Agency)

By: _____
Name: _____
Title: _____

By: _____
Name: Bill Dotson or Warren Nichols
Title: Directors

Memorandum of Understanding
Performance Standard(s)
Report

Agency: City of St. Louis Health Institute

School: Walbridge Community Education Full Service School

Performance Standard 1: To serve a minimum of 75 families.

Status: 100 individuals participated in various workshops and programs.

Performance Standard 2: Outcomes will be measured by the number of people who use these services and/or attend the events.

Status: 100 individuals participated in various workshops and programs. Bill Dotson has no data. We agree that 100 individuals represent more than 75 families.

Performance Standard 3: N/A

Status: N/A

Performance Standard 4: N/A


Status: N/A

Performance Standard 5: N/A

Status: N/A

Submitted by: Gary Hayes

Date: 4/1/2010

Reviewed by: 

Date: 4/13/11

Recommendation:

☒ Continue

☐ Discontinue

City of St. Louis Health Institute
Walbridge Community Education Full Service School

1. Cooking Demonstration Workshop (Nutrition Class)
March 11, April 8, May 13, June 10
2. CPR Training (Hand-washing)
May 5, Sept. 23
3. H1N1
December 11
4. Soul at Risk (HIV)
September 23
5. Lead Testing
Sept. 15, Oct. 13, Nov. 10
6. Asthma Triggers
Mar.10, Oct. 20
7. Disaster Strikes
Apr. 28, May 18, Sept. 8,15,22,29



Board Resolution

Date: April 12, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 05-05-11-25

Information: _____

Action: X

Action to be Approved:

X Memorandum of Understanding

Other Transaction Descriptors: _____

SUBJECT:

To approve the renewal of the Memorandum of Understanding (MOU) with Gateway Housing Foundation to provide educational, parenting, financial, business, leadership, and mentoring programs. Additionally, the agency will assist in identifying affordable, market rate and transitional housing for low to moderate income families. This service will be provided at the Clay Community Education Full Service School.

BACKGROUND:

The goals of the program are: 1. to provide experiences to 150 students/families that will enable St. Louis Public School students and families to obtain educational, personal development, empowerment and support services; 2. to provide supportive services that include assistance with childcare, transportation, job placement and training, housing, and assistance in obtaining Federal, State and local aid; and 3. to assist in securing housing for low to moderate income families. The Gateway Housing Foundation has met the first goal and has made significant progress toward meeting the 2nd and 3rd goal. The performance report is attached,

Accountability Plan Goal: Goal IV: Parent, Community Involvement

Objective/Strategy:

IV.A.

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

Fund Source: - - - -
Amount: No Cost

Requisition #:

Fund Source: - - - -
Amount:

Requisition #:

Fund Source: - - - -
Amount:

Requisition #:

Cost not to Exceed: No Cost

☐

Pending Funding Availability

Vendor #:

Blake Youde, Dep. Supt. - Institutional Advancement

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the Gateway Housing Foundation ("GHF") ("Agency") on this 6th day of May, 2011.

The purpose of this Memorandum of Understanding is to establish a partnership between Gateway Housing Foundation and the St. Louis Public Schools in order to provide educational, parenting, financial, business, leadership, and mentoring programs. Additionally, the agency will assist in identifying affordable, market rate and transitional housing for low to moderate income families. This service will be provided at the Clay Community Education Full Service School.

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

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

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

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

5. Obligations of SLPS:

(a) Provide one first-floor classroom for administrative functions.

(b) Provide periodic use after school of the gymnasium and classrooms for programs and services.

(c) Provide occasional use of the copier.

6. Obligations of Agency:

(a) Provide programs that will enable St. Louis Public School students and families to obtain educational, personal development, employment and support services. Additionally, maintain statistical information that will be shared with the district on request.

(b) Provide supportive services that include assistance with childcare, transportation, job placement and training, housing, and assistance in obtaining Federal, State and local aide.

(c) Provide telephone and fax lines at no cost to the district.

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

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

(a) Provide services to 150 students and/or families during regular school and summer months.

(b) Provide 8 educational/financial classes to SLPS student families.

(c) Assist in securing a minimum of 6 housing units for SLPS student families.

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

Saint Louis Public Schools

(Agency)

By: _____

Name: _____

Title: _____

By: _____

Name: Maurice J. McIntosh

Title: President/CEO

Memorandum of Understanding
Performance Standard(s)
Report

Agency: Gateway Housing Foundation

School: Clay Community Education Full Service School

Performance Standard 1: Provide services to 150 students and/or families during regular school and summer months

Status: 185 participants served throughout the year.

Performance Standard 2: Provide 8 educational/financial classes to SLPS student families.

Status: 6 educational/ financial classes provided including basic accounting, ticket to work program, credit repair, budgeting, Joseph mentoring program for men, and Ester mentoring program for women.

Performance Standard 3: Assist in securing a minimum of 6 housing units for SLPS student families.

Status: Gateway Housing Foundation is in the process of rehabbing an apartment building and expect to have work completed by September of 2011. They are working with at least 6 families to acquire credit reports.

Performance Standard 4: N/A

Status: N/A

Performance Standard 5: N/A

Status: N/A

Submitted by: Aaron Gardner

Date: 4/1/2011

Reviewed by: 

Date: 4/13/11

Recommendation:

☒ Continue

☐ Discontinue



Board Resolution

Date: April 12, 2011

Agenda Item: 05-05-11-26

To: Dr. Kelvin R. Adams, Superintendent

Information: _____

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

Action: X

Action to be Approved:

Other Transaction Descriptors: _____

X Memorandum of Understanding

SUBJECT:

To approve the renewal of the Memorandum of Understanding (MOU) with Better Family Life, Inc. to provide services, resources and assistance to students, families and the community. Better Family Life, Inc. provides a variety of social service programs, including but not limited to: Healthy Marriage Initiative, Housing, Community Based Abstinence Education, Financial Literacy and After School Programs.

BACKGROUND:

The goals of the program are to serve a minimum of 100 students, adults or families and to provide an evaluation report upon the conclusion of the program year. Currently the program is serving 172 students and has met all of the goals to date. Several of the performance measures will not be completed until the program is completed at the end of the school year. The performance report is attached.

Accountability Plan Goal: Goal IV: Parent, Community Involvement

Objective/Strategy:

IV.A.

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

Fund Source: - - - -
Amount: No Cost

Requisition #:

Fund Source: - - - -
Amount:

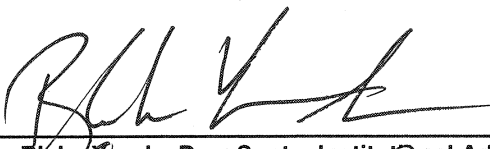
Requisition #:

Fund Source: - - - -
Amount:

Requisition #:

Cost not to Exceed: No Cost

☐ Pending Funding Availability Vendor #:


Blake Youde, Dep. Supt. - Institutional Advancement


Dr. Carlinda Purcell, Dep. Supt. - Academics


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the Better Family Life ("Agency") on this 6th day of May, 2011.

The purpose of this Memorandum of Understanding is to establish a partnership between Better Family Life, Inc. (BFL) and the St. Louis Public Schools in order to provide services, resources and assistance to youth, families, and the community at large. BFL provides a variety of social service programs, including but not limited to: a Healthy Marriage Initiative, Housing, Community Based Abstinence Education, Financial Literacy, and After School programs.

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

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

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

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

5. Obligations of SLPS:

(a) Identify and refer students, adults, and families who may qualify for services

(b) Provide adequate access, space, and furnishings.

(c) Provide data that BFL needs for evaluation purposes. (Non-confidential data only with written Parent/Family consent).

(d) Provide information to school and general public about services available.

6. Obligations of Agency:

(a) Provide services, resources and assistance to youth, parents, families, and the community at-large through a variety of social service programs, including but not limited to: Healthy Marriage Initiative, Housing, Community Based Abstinence Education, Financial Literacy, and After School programs.

(b) _____

(c) _____

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

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

(a) Pre and post data.

(b) BFL will serve a minimum of 100 students, adults, or families. Sign in sheets will be used to verify attendance.

(c) BFL is subject to an independent evaluation. There are specific outcome measures for each program offered. BFL will provide an evaluation report upon the conclusion of the program year.

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

Saint Louis Public Schools

(Agency)

By: _____
Name: _____
Title: _____

By: _____
Name: Jermal Seward
Title: Sr. Vice President of Youth and Family Services

Memorandum of Understanding
Performance Standard(s)
Report

Agency: Better Family Life (BFL)

School: Vashon Community Education Full Service School

Performance Standard 1: Pre and Post data.

Status: Pre tests were given to all participants/students in the program. Post tests will be given at the conclusion of the program.

Performance Standard 2: BFL will serve a minimum of 100 students, adults, or families. Sign in sheets will be used to verify attendance.

Status: BFL is currently serving 172 students. Sign in sheets verify attendance.

Performance Standard 3: BFL is subject to an independent evaluation. There are specific outcome measures for each program offered. BFL will provide an evaluation report upon the conclusion of the program year.

Status: The independent evaluation is part of a BFL grant and is not due until the end of the grant year, June 2011.

Performance Standard 4: N/A

Status: N/A

Performance Standard 5: N/A

Status: N/A

Submitted by: Theresa Rogers

Date: 4/1/2011

Reviewed by: 

Date: 4/13/11

Recommendation:

☒ Continue

☐ Discontinue

Vashon Community Education Full Service School

Program Partner: Better Family Life

Provides the following services:

1. **Healthy Relationship Curriculum – “Keys to Healthy Relationships”**
Program runs October 28, 2010 – May 18, 2011
Class meets 1 x week on Thursdays
2. **Housing Program – not yet started - families are referred to Better Family Life housing office**
3. **Community Based Abstinence Education - part of the “keys to Healthy Relationship” curriculum**
Program runs October 28, 2010 – May 18, 2011
Class meets 1 x week on Thursdays
4. **Financial Literacy – part of the “Keys to Healthy Relationship” curriculum**
Program runs October 28, 2010 – May 18, 2011
Class meets 1 x week on Thursdays
5. **After-school program – not yet started**



Board Resolution

Date: April 12, 2011

Agenda Item: 05-05-11-27

To: Dr. Kelvin R. Adams, Superintendent

Information: _____

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

Action: X

Action to be Approved:

Other Transaction Descriptors: _____

X Memorandum of Understanding

SUBJECT:

To approve the renewal of the Memorandum of Understanding (MOU) with Bon Appétit to provide school to work transition training for special education students. This service will be provided at CAJT at Nottingham. The MOU will be for the period July 1, 2011 to June 30, 2012.

BACKGROUND:

The program provides instruction in necessary job skills for the food service industry. Once a student has demonstrated proficiency in necessary skills, the student will be placed in a volunteer/paying position with Bon Appetit or other appropriate placement in the food service industry. This partnership has been very beneficial to our students. Bon Appetit has consistently met or exceeded the goals of the program. The performance review of the program is attached.

Accountability Plan Goal: Goal IV: Parent, Community Involvement

Objective/Strategy:

IV.A.

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

Fund Source: - - - -
Amount: No Cost

Requisition #:

Fund Source: - - - -
Amount:

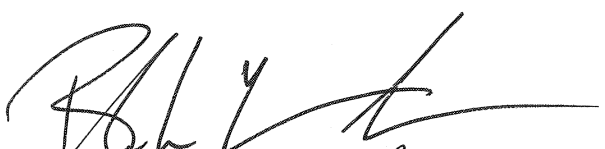
Requisition #:

Fund Source: - - - -
Amount:

Requisition #:

Cost not to Exceed: No Cost

☐ Pending Funding Availability Vendor #:


Blake Youde, Dep. Supt. - Institutional Advancement


Dr. Carlinda Purcell, Dep. Supt. - Academics


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

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

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

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

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

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

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

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

5. Obligations of SLPS:

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

6. Obligations of Agency:

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

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

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

- (a) See 6. Obligations of Agency.

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

Saint Louis Public Schools

By: _____
Name: _____
Title: _____

Bon Appétit

By: _____
Name: _____
Title: _____

Memorandum of Understanding

Performance Standard(s)

Report

Agency: Bon Appetit

School: Nottingham CAJT High School

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

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

Performance Standard 2:

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

Status: Bon Appetit has provided instructional space when necessary, along with daily meals for students and staff. Bon Appetit has also offered paid positions upon graduation for students participating in the program.

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

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

Submitted by: Brian G. O'Connor

Date: 4/12/11

Reviewed by:  

Date: 4/13/11

Recommendation:

☒ Continue

☐ Discontinue



Board Resolution

Date: April 12, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 05-05-11-28

Information: _____

Action: X

Action to be Approved:

Other Transaction Descriptors: _____

X Memorandum of Understanding

SUBJECT:

To approve the renewal of the Memorandum of Understanding (MOU) with the National Council of Jewish Women to provide new clothing and hygiene supplies to students who attend designated Community Education Full Service Schools, Ford, Hamilton, Mullanphy, and Walbridge. The title of the program is the "Community Closet".

BACKGROUND:

The goal of the program is to serve 150 students at least once by the Community Closet at each of two Community Education Full Service Schools (CEFSS). They are Ford, Hamilton, Mullanphy, and Walbridge.

The program has already expanded to Ford and Hamilton and is envisioned to expand to additional schools if it is felt to be warranted. The National Council of Jewish Women has exceeded the original goals of the program. The performance review of the program is attached.

Accountability Plan Goal: Goal IV: Parent, Community Involvement

Objective/Strategy:

IV.A.

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

Fund Source: - - - -
Amount: No Cost

Requisition #:

Fund Source: - - - -
Amount:

Requisition #:

Fund Source: - - - -
Amount:

Requisition #:

Cost not to Exceed: No Cost

Pending Funding Availability Vendor #:

Blake Youde, Dep. Supt. - Institutional Advancement

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the National Council of Jewish Women ("Agency") on this 6th day of May, 2011.

The purpose of this Memorandum of Understanding is to establish a partnership between the National Council of Jewish Women and the St. Louis Public Schools in order to provide new clothing and hygiene supplies to identified students who attend the Ford, Hamilton, Mullanphy, and Walbridge Community Education Full Service Schools.

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

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

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

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

5. Obligations of SLPS:

(a) Provide secure "Closet" space for the clothing and personal hygiene supplies.

(b) Provide a liaison to serve as a link between the school and the agency.

(c) Identify students in need of services.

6. Obligations of Agency:

(a) Work closely with the school leadership in the administering of the program.

(b) Maintain a clothing and personal hygiene inventory that is reasonably responsive to the needs of the students of the school.

(c) Maintain accurate records of recipients and make available to the district on request.

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

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

(a) 150 students will be provided clothing and personal hygiene supplies at least once by the closet at each school.

(b) _____

(c) _____

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

Saint Louis Public Schools

(Agency)

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Memorandum of Understanding
Performance Standard(s)
Report

Agency: National Council of Jewish Women

School: Mullanphy & Walbridge Community Education Full Service Schools
(Ford & Hamilton CEFSS were added in September of 2010)

Performance Standard 1: 150 students will be provided clothing and personal hygiene supplies at least once by the closet at both schools (Mullanphy and Walbridge)

Status: Students served: Ford – 73, Hamilton – 62, Mullanphy – 34, Walbridge – 237.

Performance Standard 2: N/A

Status: N/A

Performance Standard 3: N/A

Status: N/A

Performance Standard 4: N/A

Status: N/A

Performance Standard 5: N/A

Status: N/A

Submitted by: John Windom

Date: 4/4/2011

Reviewed by: _____

Date: _____

Recommendation:

☒ Continue

☐ Discontinue

Status: N/A

Performance Standard 4: N/A

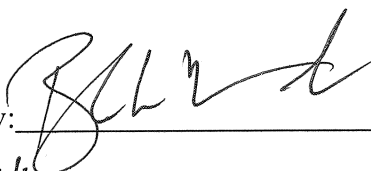

Status: N/A

Performance Standard 5: N/A

Status: N/A

Submitted by: John Windom

Date: 4/4/2011

Reviewed by:  
Date: 4/6/11

Recommendation:

☒ Continue

☐ Discontinue



Board Resolution

Date: April 13, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 05-05-11-29

Information: _____

Action: X

Action to be Approved:

X Memorandum of Understanding
Previous Board Resolution

Other Transaction Descriptors: _____

01-14-10-05

SUBJECT:

To approve the renewal of the MOU with the Logan College of Chiropractic to provide strength and conditioning training and other athletic services to sixth-grade after school students. There is no cost to the District for this MOU and no fundraising has been requested. The MOU will be for the period from May 6, 2011 through June 30, 2012.

BACKGROUND:

These services will be performed at Busch AAA Middle School. Each student will be assessed at the beginning and end of each training phase or once every three to four weeks. In addition, the students will participate in the Bobcat games held at the end of each training phase. The performance report for the current MOU is attached.

Accountability Plan Goal: Goal IV: Parent, Community Involvement

Objective/Strategy:

IV.A.

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

Fund Source: - - - -

Amount: No Cost

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Cost not to Exceed: No Cost

☐ Pending Funding Availability Vendor #:


Blake Youde, Dep. Supt. - Institutional Advancement


Dr. Carlinda Purcell, Dep. Supt. - Academics


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the Logan University d/b/a Logan College of Chiropractic ("Agency") on this 6th day of May, 2011.

The purpose of this Memorandum of Understanding is to establish a partnership between Logan College of Chiropractic and the St. Louis Public Schools. The SLPS and SLPS' Busch AAA Middle School ("School") desire to have the Agency provide strength and conditioning training and other athletic services ("Program") to sixth-grade, after-school students at the School under the direction and supervision of SLPS's Athletic Department. The Agency has a Master of Sports Science and Rehabilitation program and is desirous of cooperating with SLPS for the benefit of certain students enrolled at the Agency to afford such students the opportunity to have practical learning experiences as appropriate to their skill and training. See Exhibit A for more detailed explanation of the program to be developed between SLPS, the School, and the Agency.

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

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

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

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

5. Obligations of SLPS:

(a) SLPS/School shall provide approximately 30 sixth grade after-school students ("Student Participants") for which Agency will provide general fitness testing and conditioning ("Program").

(b) SLPS agrees that, under the direction of SLPS's head athletic trainer, the Agency's students may participate as athletic assistants.

(c) SLPS/School will designate a weekly contact person who will receive updates and provide appropriate feedback to the Agency's Graduate Assistant.

(d) SLPS/School members will provide the Agency with a copy of School's policies. SLPS/School promises to contact Agency immediately upon any alleged breach of a School policy by the Agency and its personnel.

(e) SLPS agrees to allow the Agency access to Student Participant's medical records and its gymnasium, weight training room and equipment storage at SLPS's School for the specific purpose of accomplishing Agency's responsibilities as described herein.

(f) SLPS agrees to authorize Agency's personnel to operate under authority granted to SLPS by its athletes' through their parents/guardians' written informed consent and waiver.

(g) SLPS agrees to provide Agency with a copy of each Student Participant's informed consent and waiver.

(h) SLPS agrees to provide any insurance it requires to allow Student Participants to participate in after-school athletic programs.

(i) The terms of the document titled Logan College of Chiropractic Department of Sports and Rehabilitation Presents: SLPS Busch AAA Middle School and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

6. Obligations of Agency:

(a) Agency agrees to provide personnel (at appropriate skill, training and education) to perform all of its obligations in accordance with professional standards, applicable laws, and in a manner consistent with those standards set forth by its accreditation agency.

(b) Agency agrees to provide one graduate assistant (GA) student from its MS program for the purpose of testing, designing and implementing a strength and conditioning program at SLPS's School. Logan has the right to assign as many MS students to the GA in order to staff and accomplish its goals. The MS students will be assigned into athletic pods under the direction of the GA.

(c) Under the immediate supervision of Agency's Program Director (or his designee) and at Agency's convenience, Agency agrees to provide SLPS's Athletic Department and SLPS's athletes access to Agency's training facilities and classrooms in Chesterfield, Missouri.

(d) Agency agrees to provide any additional equipment and forms necessary for the testing and collection of athletic performance testing.

(e) Logan College of Chiropractic Department of Sports and Rehabilitation Presents: SLPS Busch AAA Middle School and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

(f) Upon SLPS's request and parental consent, Agency agrees to perform periodic pre-competition physical examinations and testing on a fee for services basis. Staffing such examinations and testing will be determined at Agency's discretion and include at least one Missouri licensed Doctor of Chiropractic. In performing such assessment, Agency agrees to provide the following prior to the first scheduled examination:

- Privacy screens;
- Physical examination equipment;
- Consent forms; and,
- Performance assessment kit.

For each physical performed by Agency, at SLPS's discretion it has the right to supervise and complete the exam. All physicals conducted by Agency personnel, in part or in its entirety, shall be copied and forwarded to Agency's Program Director for retention and storage.

(g) The terms of the document titled Logan College of Chiropractic Department of Sports and Rehabilitation Presents: SLPS Busch AAA Middle School and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

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

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

(a) L-Star segmental testing which will be performed on the initial and at the end of each training phase or once per 3-4 weeks.

(b) SPARO Youth All-Sport athletic assessment will be used at initial and ending dates of the program.

(c) Bobcat games. The data from the Bobcat games will be used as formative assessments to determine progress in between SPARO assessments. These games will be held at the end of each training phase or once per 3-4 weeks.

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

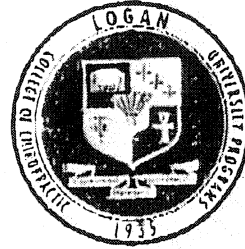
Saint Louis Public Schools

(Agency)

By: _____
Name: _____
Title: _____

By: _____
Name: George A. Goodman, DC
Title: President

LOGAN
UNIVERSITY PROGRAMS
COLLEGE OF CHIROPRACTIC



*Department of Sports and Rehabilitation
Presents:*

**SLPS
Busch AAA Middle School**

Graduate Assistant Program

Philosophy of Developmental Sports Training

Purpose: This section will detail the philosophy of strength and conditioning as taught by Logan University's Sports and Rehabilitation Program. The 4 "S" Program below is meant to address problem areas segmentally first then move to more whole body function to develop and train a healthy athlete to their optimal status as physically and psychologically potent forces to be reckoned with on and off the playing field.

The 4 "S" Program

- Segmental
 - Specific movements to correct segmental, postural, and mechanical faults
 - Foam or tennis ball rolling to loosen segmental tight muscles
 - 5 minutes
- Specific Warm-up
 - Sports specific dynamic warm-up
 - Total body, focused on body parts trained that day
 - 10-15 minutes
- SAPS
 - Speed, Agility, Plyos, Strength
 - 25-45 minutes
- Stretch
 - Used as relaxation/reflection
 - Muscular contracture is weakness
 - 5-10 minutes

Logan's - SAPS Program

- Speed, Agility, Plyo, Strength (SAPS)
 - 2-3 exercise per module
 - Speed: Working in a straight line
 - Agility: Working while changing directions
 - Plyometrics: Working in vertical plane, jumping
 - Strength: *Team & Individual Strength Movement*
 - Ability to lift body weight more effectively

****For students 11-12 years of age, most exercises will be based on bodyweight movements in addition to some light resistance training.**

Logan University's Developmental Athletic Program Defined

Definitions:

Graduate Assistant (GA): for students in the MS program only, they are defined as having entered the practical aspect of their education. For students in the MS/DC program, they are defined as having entered Trimester 8.

POD: Each GA will have the opportunity to construct and educate a group of three other students to help with data collection, training and writing the S&C program for the athletic team.

POD Members: Students enrolled in the MS, DC or MS/DC program that have not yet reached the practical aspect of their education or are below trimester 8.

POD Organization & Management

Each GA will have a pod of up to three members of which they can use to implement the S&C program for their athletic team. The reasoning behind this organization format is to give the GA's an opportunity for leadership, management and accountability in a highly competitive environment. It is also designed to advance the reality of their educational experience. It is our intent to progress our pod members into future GA's.

Role of GA

The GA will be responsible for all communications between the Busch AAA team and the Logan Pod as well as Logan supervisors. This includes:

- 1) Initial interview form
- 2) Goals and Aspirations form
- 3) Weekly update form

Also the GA is responsible for development and implementation of all programming with the aid of the Pod members. The GA will ensure that he or she is present with at least one Pod member at all scheduled sessions or that the scheduled sessions are covered by at least 2 Pod members. The GA will be held to the highest standard of conduct and professionalism and will adhere to all Busch AAA Middle School policies.

Role of Pods

The Pod members will assist the GA in design and implementation of programming. The Pod members may be asked to run training sessions in the absence of the GA based on experience. Pod members will conduct themselves with the highest standard of professionalism and will adhere to all Busch AAA Middle School policies.

Role of Busch AAA Team Members

Busch AAA will designate a weekly contact person who will receive updates and provide appropriate feedback to the GA. Busch members will provide Logan Pods a copy of all Middle School policies. With any breach of policy Logan supervisors are contacted immediately.

Logan University's Developmental Athletic Program Defined

Definitions:

Graduate Assistant (GA): for students in the MS program only, they are defined as having entered the practical aspect of their education. For students in the MS/DC program, they are defined as having entered Trimester 8.

POD: Each GA will have the opportunity to construct and educate a group of three other students to help with data collection, training and writing the S&C program for the athletic team.

POD Members: Students enrolled in the MS, DC or MS/DC program that have not yet reached the practical aspect of their education or are below trimester 8.

POD Organization & Management

Each GA will have a pod of up to three members of which they can use to implement the S&C program for their athletic team. The reasoning behind this organization format is to give the GA's an opportunity for leadership, management and accountability in a highly competitive environment. It is also designed to advance the reality of their educational experience. It is our intent to progress our pod members into future GA's.

Role of GA

The GA will be responsible for all communications between the Busch AAA team and the Logan Pod as well as Logan supervisors. This includes:

- 1) Initial interview form
- 2) Goals and Aspirations form
- 3) Weekly update form

Also the GA is responsible for development and implementation of all programming with the aid of the Pod members. The GA will ensure that he or she is present with at least one Pod member at all scheduled sessions or that the scheduled sessions are covered by at least 2 Pod members. The GA will be held to the highest standard of conduct and professionalism and will adhere to all Busch AAA Middle School policies.

Role of Pods

The Pod members will assist the GA in design and implementation of programming. The Pod members may be asked to run training sessions in the absence of the GA based on experience. Pod members will conduct themselves with the highest standard of professionalism and will adhere to all Busch AAA Middle School policies.

Role of Busch AAA Team Members

Busch AAA will designate a weekly contact person who will receive updates and provide appropriate feedback to the GA. Busch members will provide Logan Pods a copy of all Middle School policies. With any breach of policy Logan supervisors are contacted immediately.

Busch AAA Program Design

The program will consist of approximately 30 sixth grade students. Due to the age of these participants general fitness will be the approach as opposed to sports specificity. Specific movements will be geared toward individuals with segmental and global movement deficiencies. The program will be 2-3 days per week :45 – 1:30 hour in duration per session.

Initial Testing

SPARQ testing – Baseline assessment
Segmental testing – L star

Program

Upper and lower body split routine with 3-4 week cycles.
All movements will be based on bodyweight or some light resistance.
Each training session will incorporate strength training plus a session of one of the following depending on the cycle:

- 1) Conditioning
- 2) Agility
- 3) Plyometrics

Bobcat Games

At the end of each 3-4 week training cycle the participants will play Bobcat Games. Bobcat Games is an event of individual and team performance games combined with elements of a sports combine. The games include but are not limited to Punt-Pass-Kick, 40 yard dash, Standing Long Jump, Agility Shuttle, Power Ball Throwing, Obstacle Course, and Tug of War. These games serve three purposes:

- 1) To monitor participant progress without officially testing them
- 2) Foster healthy competition and camaraderie
- 3) Provide a fun reprieve from weekly training by adding variation

SLPS GA and Intern Timeline(Checklist)

****This will help you plan your approach and follow-up with coaches and medical staff.**

****Perform each item in order and place a check by each when completed**

Week 1 Goals:

1. Team physicals (if applicable)
2. Coaches "Goal and Vision" Sheet
3. Coaches meeting to asses training schedules and goals
4. Team SPARQ testing
5. Administer Food Diary
6. Design program and create training calendar
7. Review program and calendar with medical staff
8. Meet with athletes to introduce findings
9. Implement athlete log to track individual progress

Week 2-4 Goals:

1. Weekly posting on Strength Board of Workouts
2. Weekly update of strength logs
3. Weekly update form
4. Weekly Masters Program Director Update form
5. Bobcat Games; Collect data from games for comparison

Week 5-8 Goals:

1. Review Goals from previous 2 weeks
2. Weekly update form
3. Implementation of changes to program
4. Weekly update form and strength logs
5. Bobcat Games; Collect data

Week 9-12 Goals:

1. Review Goals from previous 2 weeks
2. Weekly update form
3. Implementation of changes to program
4. Weekly update form and strength logs
5. Bobcat Games; Collect data

Week 13 Goals:

1. Final SPARQ
2. Debrief for Summer

Busch AAA Program Design

The program will consist of approximately 30 sixth grade students. Due to the age of these participants general fitness will be the approach as opposed to sports specificity. Specific movements will be geared toward individuals with segmental and global movement deficiencies. The program will be 2-3 days per week :45 – 1:30 hour in duration per session.

Initial Testing

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Segmental testing – L star

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- 2) Foster healthy competition and camaraderie
- 3) Provide a fun reprieve from weekly training by adding variation

Strength and Conditioning Daily Template

- I. **Segmental Training (Pre warm up)**
 - as indicated by segmental testing
 - foam or tennis ball rolling
 - physioball
- II. **Dynamic Warm up**
 - total body
 - focus on body parts to be trained that day
- III. **Main Movement (components of SAPS)**
 - Compound movement(s) on resistance days
 - Aerobic/Anaerobic work on conditioning days
 - Adequate loads, rest, and recovery
 - Perform speed and agility prior to strength moves
- IV. **Supportive Movements (components of SAPS)**
 - push/pull
 - superset
 - tri set
 - complexes
 - speed/agility (perform before strength)
- V. **Cooldown/Restoration**
 - Stretching (static, ballistic, cogwheel)
 - foam or tennis ball rolling
 - passive therapies
 - personal reflection time

L Star Segmental Testing Measures

Athlete Name: _____ Age: _____ M/F: _____ Date: _____

Hamstring Tension R _____ L _____

Whole Body Arch: Ankle(in) _____
Wrist(in) _____

L Screen Walkup: Feet (in) _____

CKC Upper Extremity _____

Follow Up 1

Date: _____

Hamstring Tension R _____ L _____

Whole Body Arch: Ankle(in) _____
Wrist(in) _____

L Screen Walkup: Feet (in) _____

CKC Upper Extremity _____

Follow Up 2

Date: _____

Hamstring Tension R _____ L _____

Whole Body Arch: Ankle(in) _____
Wrist(in) _____

L Screen Walkup: Feet (in) _____

CKC Upper Extremity _____

Comments: _____

**Logan University Sports Performance
All-Sport Rating Tests
SPARQ Results**

Athlete Name:

Athlete Number	Height (in)	Weight (lb)	DOB/Age	Position	School

	5-10-5 yds Agility (seconds)	Power Ball Chest Launch (feet)	20-Meter Sprint (seconds)	YIRT	Vertical Jump (inches)
1st Evaluation Date:	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____

Individual Rating: _____ **Team:** _____ **Nationally:** _____

	Agility Shuttle (seconds)	Power Ball Chest Launch (feet)	20-Meter Sprint (seconds)	YIRT	Vertical Jump (inches)
2nd Evaluation Date:	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____

Individual Rating: _____ **Team:** _____ **Nationally:** _____

	Agility Shuttle (seconds)	Power Ball Chest Launch (feet)	20-Meter Sprint (seconds)	YIRT	Vertical Jump (inches)
3 rd Evaluation Date:	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____

Individual Rating: _____ **Team:** _____ **Nationally:** _____

**Logan University Sports Performance
All-Sport Rating Tests
SPARQ Results**

Athlete Name: _____

Athlete Number	Height (in)	Weight (lb)	DOB/Age	Position	School

	5-10-5 yds Agility (seconds)	Power Ball Chest Launch (feet)	20-Meter Sprint (seconds)	YIRT	Vertical Jump (inches)
1st Evaluation Date:	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____

Individual Rating: _____ Team: _____ Nationally: _____

	Agility Shuttle (seconds)	Power Ball Chest Launch (feet)	20-Meter Sprint (seconds)	YIRT	Vertical Jump (inches)
2nd Evaluation Date:	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____

Individual Rating: _____ Team: _____ Nationally: _____

	Agility Shuttle (seconds)	Power Ball Chest Launch (feet)	20-Meter Sprint (seconds)	YIRT	Vertical Jump (inches)
3 rd Evaluation Date:	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____	1. _____ 2. _____ 3. _____

Individual Rating: _____ Team: _____ Nationally: _____

Memorandum of Understanding
Performance Standard(s)
Report

Agency: Logan College of Chiropractic

School: Busch AAA Middle School

Performance Standard 1: L-Star segmental testing which will be performed on the initial and at the end of each training phase or once per 3-4 weeks.

Status: See attached letter.

Performance Standard 2: SPARO Youth All-Sport athletic assessment will be used at initial and ending dates of the program.

Status: See attached letter.

Performance Standard 3: Bobcat games. The data from the Bobcat games will be used as formative assessments to determine progress in between SPARO assessments. These games will be held at the end of each training phase or once per 3-4 weeks.

Status: See attached letter.

Performance Standard 4: N/A

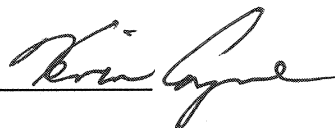
Status: N/A

Performance Standard 5: N/A

Status: N/A

Submitted by: John Windom

Date: 4/5/2011

Reviewed by:  

Date: 4/13/11

Recommendation:

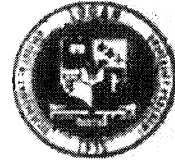
☒ Continue

☐ Discontinue

Pls fax to: 314 345-4599

LOGAN

COLLEGE OF CHIROPRACTIC
UNIVERSITY PROGRAMS



March 24, 2011

Mr. John Windom
Executive Director of Community Education
801 N. 11th Street
St. Louis, MO 63101

RE: Strength and Conditioning Program at Busch Middle School of Character & Athletics

Dear Mr. Windom,

I wanted to give you an update on the strength and conditioning program our Department completed at Busch School in December 2010. On the whole we feel that this program was very successful. Our goal was to measure the effect of school-based non sport-specific strength and conditioning program. We measured the athletic parameters of power, speed, endurance, flexibility, and agility on the 6th grade class before and after a 10-week training program. Outcome measurements were taken during the first and last weeks of the program. Training consisted of 25-30 minute sessions three times a week. Training was partitioned into four modules: strength, aerobic conditioning, agility training and plyometric training. Each session was divided equally between strength training and one of the other three modules. At the end of the program we averaged the changes in all the students in each parameter. We found a 5% reduction in the 5-10-5 shuttle time; a 17% increase in Powerball throw distance; a 13% reduction in 40 yard dash times; a 24% increase in vertical jump heights; a 5% increase per leg in hamstring flexibility; and a 34% increase in upper extremity endurance. When all of the changes in each student were averaged together there was an overall improvement of 15% per student.

While improving overall athleticism is a worthwhile pursuit, childhood obesity increasingly poses the greatest health risk to our youth. In our next program we plan to meld high-intensity training (which causes a higher caloric burn) into the current modules. Our department is currently investigating the effect that exercise has on some of the non-verbal physical attributes of leadership. Certain exercises cause changes in the ways that students hold themselves and move in space, and these changes lead to perception of an increased ability to lead others. We have observed a direct relationship between movement and

1851 Schoettler Road

PO Box 1065

Chesterfield, MO 63006

636-227-2100

800-782-3344

Fax 636-207-2414

leadership when students are assigned objectives that can only be achieved through movement (i.e. a group of five students must decide and delegate how to move weighted object across 100 m with only three movements).

In closing, we are excited about the modifications we are making to our strength and conditioning program. Our future programs will incorporate high-intensity training to our existing protocols so that caloric expenditures by the students are higher, and they will incorporate some of the concepts we have been applying on leadership development through exercise. We are excited to share this with Busch School, and we would be eager to expand this program into an additional SLPS school; especially one that does not have physical education classes five days a week. We remain thankful for the opportunities the St. Louis Public School System extends to Logan College to enrich the lives of our youth.

Respectfully,



Brian McGaughran, D.C.
Resident - Sports and Rehabilitation Clinic
Logan University College of Chiropractic

Exhibit A

LOGAN

COLLEGE OF CHIROPRACTIC
UNIVERSITY PROGRAMS



March 24, 2011

Mr. John Windom
Executive Director of Community Education
801 N. 11th Street
St. Louis, MO 63101

RE: Strength and Conditioning Program at Busch Middle School of Character
& Athletics

Dear Mr. Windom,

I wanted to give you an update on the strength and conditioning program our Department completed at Busch School in December 2010. On the whole we feel that this program was very successful. Our goal was to measure the effect of school-based non-sport-specific strength and conditioning program. We measured the athletic parameters of power, speed, endurance, flexibility, and agility on the 6th grade class before and after a 10-week training program. Outcome measurements were taken during the first and last weeks of the program. Training consisted of 25-30 minute sessions three times a week. Training was partitioned into four modules: strength, aerobic conditioning, agility training and plyometric training. Each session was divided equally between strength training and one of the other three modules. At the end of the program we averaged the changes in all the students in each parameter. We found a 5% reduction in the 5-10-5 shuttle time; a 17% increase in Powerball throw distance; a 13% reduction in 40 yard dash times; a 24% increase in vertical jump heights; a 5% increase per leg in hamstring flexibility; and a 34% increase in upper extremity endurance. When all of the changes in each student were averaged together there was an overall improvement of 15% per student.

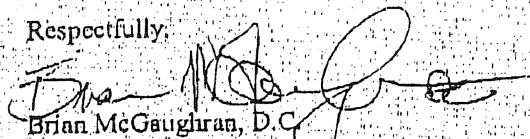
While improving overall athleticism is a worthwhile pursuit, childhood obesity increasingly poses the greatest health risk to our youth. In our next program we plan to meld high-intensity training (which causes a higher caloric burn) into the current modules. Our department is currently investigating the effect that exercise has on some of the non-verbal physical attributes of leadership. Certain exercises cause changes in the ways that students hold themselves and move in space, and these changes lead to perception of an increased ability to lead others. We have observed a direct relationship between movement and

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Chesterfield, MO 63006
636-227-2100
800-782-3344
Fax 636-207-2424

leadership when students are assigned objectives that can only be achieved through movement (i.e. a group of five students must decide and delegate how to move weighted object across 100 m with only three movements).

In closing, we are excited about the modifications we are making to our strength and conditioning program. Our future programs will incorporate high-intensity training to our existing protocols so that caloric expenditures by the students are higher, and they will incorporate some of the concepts we have been applying on leadership development through exercise. We are excited to share this with Busch School, and we would be eager to expand this program into an additional SLPS school, especially one that does not have physical education classes five days a week. We remain thankful for the opportunities the St. Louis Public School System extends to Logan College to enrich the lives of our youth.

Respectfully,



Brian McGaughran, D.C.
Resident - Sports and Rehabilitation Clinic
Logan University College of Chiropractic



Board Resolution

Date: April 12, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 05-05-11-30

Information: _____

Action: X

Action to be Approved:

X Memorandum of Understanding

Other Transaction Descriptors: _____

SUBJECT:

To approve the renewal of the Memorandum of Understanding (MOU) with Healthcare Education, LLC to provide Certified Nursing Assistant (CNA), Certified Medical Technician (CMT), and Phlebotomy classes to registered students.

BACKGROUND:

The goals of the program are to serve a minimum of 14 students per class, have a minimum of 90% of the CNA students complete the course, and have a minimum of 75% of the Phlebotomy students complete the course.

Healthcare Education has exceeded the goals initially set for the program. Of the students who have taken the courses, more than 90% of the students have completed the courses. The completion rate for the Certified Medical Technician (CMT) class is 100%. The performance report is attached.

Accountability Plan Goal: Goal IV: Parent, Community Involvement

Objective/Strategy:

IV.A.

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

Fund Source: - - - -
Amount: No Cost

Requisition #:

Fund Source: - - - -
Amount:

Requisition #:

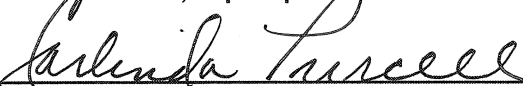
Fund Source: - - - -
Amount:

Requisition #:

Cost not to Exceed: No Cost

☐ Pending Funding Availability Vendor #:


Blake Youde, Dep. Supt. - Institutional Advancement


Dr. Carlinda Purcell, Dep. Supt. - Academics


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the Healthcare Education, LLC ("Agency") on this 6th day of May, 2011.

The purpose of this Memorandum of Understanding is to establish a partnership between Healthcare Education LLC and the St. Louis Public Schools in order to provide Certified Nursing Assistant (CNA), Certified Medical Technician (CMT), and Phlebotomy classes to registered students. The program will be offered at the Yeatman-Liddell Community Education Full Service School.

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

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

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

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

5. Obligations of SLPS:

- (a) Provide classroom space for program implementation.

- (b) _____

- (c) _____

6. Obligations of Agency:

- (a) Register students for the following classes: CNA, CMT and Phlebotomy.

- (b) Manage all financial aspects of the partnership.

- (c) Provide equipment and material needed for class implementation.

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

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

(a) Healthcare Education, LLC will service 12 to 15 students per class.

(b) A minimum of 90% CNA students will have completed the course. They will be able to perform vital signs, differentiate between the normal aging process and an abnormality. The students will be able to provide accurate care and demonstrate safety in caring for residents. This will be monitored at all times in a clinical setting, supervised by a Certified Clinical Supervisor. A minimum of 90% CMT students will have successfully completed the course. Upon completion, students will be able to pass an examination administered by a Certified Medication Technician.

(c) A minimum of 75% of the Phlebotomy students will have successfully completed the course. They will be able to collect blood from patients in the proper manner. This will be monitored at all times in a clinical setting, supervised by a Certified Clinical Supervisor.

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

Saint Louis Public Schools

Healthcare Education, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Memorandum of Understanding

Performance Standard(s)

Report

Agency: Healthcare Education , LLC

School: Yeatman-Liddell Community Education Full Service School

Performance Standard 1: Healthcare Education, LLC will service 12 to 15 students per class.

Status: There are several C.N.A., C.M.T., and Phlebotomy classes. The C.N.A. average class size is 14-16 students. The C.M.T. average class size is 13-15 students. The Phlebotomy average class size is 14-16 students.

Performance Standard 2: A minimum of 90% CNA students will have completed the course. They will be able to perform vital signs, differentiate between the normal aging process and an abnormality. The students will be able to provide accurate care and demonstrate safety in caring for residents. This will be monitored at all times in a clinical setting, supervised by a Certified Clinical Supervisor. A minimum of 90% CMT students will have successfully completed the course. Upon completion, students will be able to pass an examination administered by a Certified Medication Technician.

Status: 95% of C.N.A. students have completed the course. 100% of C.M.T. students have completed the course.

Performance Standard 3: A minimum of 75% of the Phlebotomy students will have successfully completed the course. They will be able to collect blood from patients in the proper manner. This will be monitored at all times in a clinical setting, supervised by a Certified Clinical Supervisor.

Status: 90% of Phlebotomy students have completed the course.

Performance Standard 4: N/A

Status: N/A

Performance Standard 5: N/A

Status: N/A

Submitted by: Juliet Crowder

Date: 4/1/2010

Reviewed by: _____

Date: _____

Recommendation:

☒ Continue

☐ Discontinue

Status: 90% of Phlebotomy students have completed the course.

Performance Standard 4: N/A

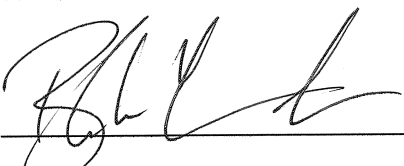
Status: N/A

Performance Standard 5: N/A

Status: N/A

Submitted by: Juliet Crowder

Date: 4/1/2010

Reviewed by:  Kevin L. Loe

Date: 4/7/11

Recommendation:

☒ Continue

☐ Discontinue



Board Resolution

Date: April 11, 2011

Agenda Item: 0505-1131

To: Dr. Kelvin R. Adams, Superintendent

Information: _____

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

Action: X

Action to be Approved:

Other Transaction Descriptors: _____

X Memorandum of Understanding

SUBJECT:

To approve the Memorandum of Understanding (MOU) with Imagine Me Counseling to provide therapeutic counseling services to students addressing such areas as: reactive attachment disorder, adjustment disorder, pervasive development disorder, anxiety, sexual abuse, behavior disorders, and mood disorders. The MOU will be for the period May 6, 2011 through June 30, 2012.

BACKGROUND:

The services will be provided to students at Bevo-Long Community Education Full Service School and Woerner Elementary. Students identified by the school will receive a baseline assessment, an assessment during treatment and an assessment at the end of services.

Accountability Plan Goal: Goal IV: Parent, Community Involvement

Objective/Strategy:

IV.A.

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

Fund Source: - - - -
Amount: No Cost

Requisition #:

Fund Source: - - - -
Amount:

Requisition #:

Fund Source: - - - -
Amount:

Requisition #:

Cost not to Exceed: No Cost

☐ Pending Funding Availability Vendor #:

Blake Youde, Dep. Supt. - Institutional Advancement

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Carlinda Purcell, Dep. Supt. - Academics

Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the Imagine Me Counseling (Agency) on this 6th day of May, 2011.

The purpose of this Memorandum of Understanding is to establish a partnership between Imagine Me Counseling and the St. Louis Public Schools in order to provide therapeutic counseling services to students addressing such areas as: reactive attachment disorder, adjustment disorder, pervasive developmental disorder, anxiety, sexual abuse, behavior disorders, attention deficit/hyperactivity disorder, generalized stress and mood disorders. These areas will be addressed through coordination of care with other professionals, art therapy, play therapy and other forms of traditional and non-traditional therapy. The partnership is with the Bevo-Long Community Education Full Service School and Woerner Elementary School.

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

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

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

negative findings, that said Personnel passed the background checks and are, therefore, eligible to provide services under this MOU.

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

5. Obligations of SLPS:

(a) Provide space for interaction with students, families and/or groups in which confidentiality can be maintained during therapy.

(b) Develop with the agency, student standards for referral and participation in the program. Initiate referrals for potential services by analysis of appropriate SLPS staff.

(c) Provide information necessary and in accordance with SLPS policies for student record confidentiality that may help therapeutic outcomes for the student.

6. Obligations of Agency:

(a) Develop with the agency, student standards for referral and participation in the program

(b) Provide therapeutic services as described in the purpose paragraph to the students served.

(c) Communicate, as agreed upon by local SLPS staff and in accordance with the standards for referral and participation.

(d) Maintain and share accurate records and sign in sheets with SLPS on request. Conduct themselves professionally while on school premises or interacting with school students or their families.

(e) Will administer baseline assessment, an assessment during treatment, and an assessment at the end of services.

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

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

- (a) 10 students or more will be served.
- (b) A record of the areas addressed and the type of service provided will be made available to the District.
- (c) Measurable Outcomes are established for/with each client at the beginning stages of services and the evaluation/progress on these goals will be made available to school staff and at the time of the MOU resubmission.

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

Saint Louis Public Schools

Imagine Me Counseling

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

