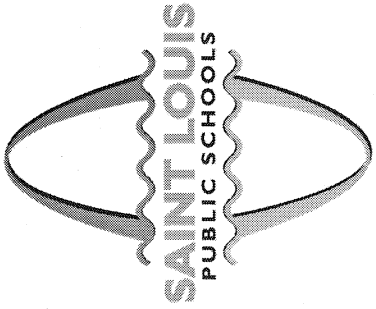




BOARD MEETING

THURSDAY, APRIL 29, 2010

A G E N D A

SPECIAL ADMINISTRATIVE BOARD

MR. RICK SULLIVAN

MS. MELANIE ADAMS

MR. RICHARD GAINES

SUPERINTENDENT OF SCHOOLS

DR. KELVIN R. ADAMS

Meeting Agenda

ST. LOUIS PUBLIC SCHOOLS

SPECIAL ADMINISTRATIVE BOARD MEETING

THURSDAY, APRIL 29, 2010 – 6:00PM

GATEWAY MIDDLE SCHOOL COMPLEX - GYM

1200 N. JEFFERSON

AGENDA

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance
- 4) Student/Staff Recognition(s)
- 5) Public Comments as well as comments for the FY2010-2011 School Calendar
- 6) Superintendent's Report
 - a) Information Items
 - i. Nottingham CAJT High School Presentation
 - ii. Summer School
 - iii. Title I 2010-2011 Budget
 - b) Action Items
 - i. Consent Agenda
7. Board Member Updates
8. Adjournment

NOTES:

Consent Agenda

**ST. LOUIS PUBLIC SCHOOL DISTRICT
SUPERINTENDENT'S REPORT
APRIL 29, 2010**

- 1.0 Preliminary
- 1.1 CONSENT AGENDA
- 1.2 Information Items Only
- a) Nottingham CAJT high School Presentation
 - b) Summer School
 - c) Title I 2010-211 Budget
- 1.3 Business Items – Action Required
- a) Consent Agenda
- 04-29-10-01** To approve the purchase of 23 Dell Optiplex 780 computers with monitors through the Statewide Contract for PC Prime Vendor Services. The computers will be used in Early Childhood Education classrooms at 14 designated school locations to support classroom instruction and the web-based system for the Individual Educational Plan (IEP) for Special Education compliance. The total cost is not to exceed \$14,191.
FUNDING SOURCE: NON-GOB
- 04-29-10-02** To approve the operation of Summer School for 2010 at a cost not to exceed \$2,046,311, pending funding availability.
FUNDING SOURCE: GOB
- 04-29-10-03** To approve a partnership with the Human Development Corporation (HDC) for a pilot program titled “Strengthening Tomorrow’s Generation” for the period April 29, 2010 through September 30, 2010 at no cost to the District.
FUNDING SOURCE: No cost associated
- 04-29-10-04** To approve a contract renewal with Mad Science to provide summer school Science instruction and materials for the 2010 Summer School program for the period April 29, 2010 through July 2, 2010 at a cost not to exceed \$160,000, pending funding availability. Mad Science will service KG through 8th grade.
FUNDING SOURCE: GOB
- 04-29-10-05** To approve a contract renewal with The Achievement Commitment Excellence Learning Center (ACE) for the period June 14, 2010 through July 9, 2010 in an amount not to exceed \$160,000, pending the availability of funds.
FUNDING SOURCE: GOB
- 04-29-10-06** To ratify the approval of a second contract renewal with the Cooperating School Districts doing business as the Missouri Professional Learning Communities Project for on-site support of Professional Learning Communities in District schools for the period November 2009 through June 30, 2010 at a cost not to exceed \$29,000.
FUNDING SOURCE: NON-GOB
- 04-29-10-07** To ratify the approval of a contract with Dr. Elizabeth Sales for evaluation of the 21st Century Learning Center Programs for the period April 29, 2010 through June 15, 2010 in an amount not to exceed \$12,000. Program evaluation is a grant requirement.
FUNDING SOURCE: NON-GOB

- 04-29-10-08** To ratify the approval of a contract renewal with the Institute for Family Medicine for services of a medical director for the period September 1, 2009 through June 30, 2010 at a cost not to exceed \$12,000, with an option to renew the contract through July 31, 2012, pending the availability of funds. The medical director provides standing medical orders for the District's school registered nurses and directs patient health care services for students.
FUNDING SOURCE: GOB
- 04-29-10-09** To ratify the approval of the District's Agency Partnership Agreement with St. Louis University to provide assistance with evaluating and monitoring of the Institutionalized Asthma 411 Program for the period August 2009 through July 31, 2012 at no cost to the District. The program provides support for school based Asthma management.
FUNDING SOURCE: No cost associated with this request
- 04-29-10-10** To approve the amendment of the District's Accountability Plan as necessary, when goals are met and strategies completed. This is a recommendation by the Department of Elementary and Secondary Education as part of a formal progress monitoring process. There is no cost associated with the request.
FUNDING SOURCE: No cost associated with this request
- 04-29-10-11** To approve a contractual agreement with African Centered Education Taskforce, Inc. to serve as a consultant to assist the District in establishing an African Centered Educational program within the St. Louis Public Schools in an amount not to exceed 184,601.04 for the period July 1, 2010 – June 30 2011.
FUNDING SOURCE: Non-GOB
- 04-29-10-12** To approve the Construction Careers Center School Accountability Plan and a contract extension of sponsorship between St. Louis Public Schools and Construction Careers Center for five additional years for the period July 1, 2010 through June 30, 2015.
FUNDING SOURCE: No cost associated with this request
- 04-29-10-13** To approve the purchase of a School Board Management Liability Insurance policy from State National Insurance (doing business as HISCOX) for the coverage period May 1, 2010 through June 30, 2011 at a cost not to exceed \$169,465, pending funding availability. The 14 month period was requested to allow the expiration date to coincide with the District's fiscal year.
FUNDING SOURCE: GOB
- 04-29-10-14** To approve the FY 2010-2011 General Operating Budget.
- 04-29-10-15** To not approve the request for a 3% cost of living adjustment (COLA) for retirees in the Public School Retirement System as presented by the Public School Retirement System of the City of St. Louis.
FUNDING SOURCE: GOB
- 04-29-10-16** To approve Automated Data Processing, Inc., (ADP) to identify dependents currently covered under the District's medical plan that are not eligible. The audit will begin upon board approval and conclude by July 1, 2010 at a cost not to exceed \$24,074, pending the availability of funds.
FUNDING SOURCE: GOB

04-29-10-17 To approve an Early Retirement Incentive Program (ERIP) in an effort to reduce the number of actual reductions in force, as well as create a cost savings for the District. The cost for the program will not exceed \$6,356,400, pending the availability of funds.
FUNDING SOURCE: GOB

04-29-10-18 Resolution to adopt and approve a policy to employ highly qualified teachers with the appropriate teaching certificates issued by the Missouri Department of Elementary and Secondary Education.
FUNDING SOURCE: Does not apply

04-29-10-19 Resolution to adopt and approve to change the work year and pay of all twelve month principals, all other twelve month school building level employees and all other twelve month employees that support the schools to eleven month employees for the 2010/2011 School Year.
FUNDING SOURCE: Does not apply

04-29-10-20 Resolution to adopt and approve changes to the District's existing staffing model. The current model follows the MSIP Desirable level of staffing based upon enrollment. The new model would continue to follow the MSIP Desirable level for staffing; however, it would be based upon attendance.
FUNDING SOURCE: Does not apply

04-29-10-21 Resolution to adopt and approve the findings and recommendations of the Administration to begin a reduction in force and eliminate certain positions due to declining enrollment and lack of work.
FUNDING SOURCE: Does not apply

04-29-10-22 Resolution to adopt and approve the FY 10-11 School Calendar.
FUNDING SOURCE: Does not apply

04-29-10-23 Resolution to adopt and approve SLPS Reconfigurations and Consolidations.
FUNDING SOURCE: Does not apply

04-29-10-24 To approve a contract extension with Dr. Charlene Jones for the period May 1, 2010 through August 30, 2010. Funds pending for adoption of 2010-2011 Budget.
FUNDING SOURCE: GOB

ITEMS FOR CONSIDERATION FOR THE MAY 13, 2010 MEETING

05-13-10-01 To approve a contract with the Missouri Charter Public School Association to assist the St. Louis Public Schools with the conversion of four schools into charter schools for the period May 13, 2010 through August 30, 2010 at a cost not to exceed \$65,000, pending the availability of funds.
FUNDING SOURCE: NON-GOB

05-13-10-02 To approve a contract with Environmental Consultants, LLC to provide hazardous materials consulting as needed for District schools and buildings for the period July 1, 2010 through June 20, 2011 at a total cost not to exceed \$270,000, pending the availability of funds and legal review.
FUNDING SOURCE: GOB AND NON-GOB

05-13-10-03 To approve a contract renewal with Hackett Security, Inc. to provide daily security alarm monitoring and investigative response services for all District schools and buildings for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$200,000, pending the availability of funds and legal review.
FUNDING SOURCE: GOB

- 05-13-10-04** To approve a contract renewal with The Brenco Company to provide annual District-wide water treatment and treatment equipment repairs for air conditioning equipment systems for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$18,406, pending the availability of funds and legal review.
FUNDING SOURCE: GOB
- 05-13-10-05** To approve a contract renewal with Advanced Elevator Company, Inc. to provide elevator inspections maintenance and repair services for District schools and buildings for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$300,000, pending the availability of funds and legal review.
FUNDING SOURCE: GOB
- 05-13-10-06** To approve a contract renewal with Crown/Excel Disposal, LLC through Cooperating School Districts to provide solid waste management services in selected schools and buildings in the District for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$350,000, pending the availability of funds and legal review.
FUNDING SOURCE: GOB
- 05-13-10-07** To approve a contract renewal with Weber Fire and Safety Equipment Company to provide inspections and repairs of fire extinguishers in selected schools and buildings in the District for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$25,000, pending the availability of funds and legal review.
FUNDING SOURCE: GOB
- 05-13-10-08** To approve a contract renewal with Engineered Fire Protection, Inc. to provide inspection and repair services of fire sprinklers and associated backflow preventers in selected schools and buildings in the District for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$72,100, pending the availability of funds and legal review.
FUNDING SOURCE: GOB
- 05-13-10-09** To approve a contract renewal with International Systems of America, Inc. to provide annual testing and inspection services of fire alarm systems in all schools and buildings in the District for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$75,766, pending the availability of funds and legal review.
FUNDING SOURCE: GOB
- 05-13-10-10** To approve a contract renewal with Bieg Plumbing Company to provide domestic water backflow inspections, maintenance and repair services for District schools and buildings for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$55,000, pending the availability of funds and legal review.
FUNDING SOURCE: GOB
- 05-13-10-11** To approve a contract renewal with Grease Masters, LLC to provide cleaning and the repair of kitchen exhaust hoods in selected schools and buildings in the District for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$30,000, pending the availability of funds and legal review.
FUNDING SOURCE: GOB

- 05-13-10-12** To approve a contract renewal with Grease Masters, LLC to provide cleaning and repair of kitchen grease traps in selected schools and buildings in the District for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$17,800, pending the availability of funds and legal review.
FUNDING SOURCE: GOB
- 05-13-10-13** To approve a contract renewal through Cooperating School Districts with Tremco/Weatherproofing Technologies, Inc. to provide roofing inspections, repair and replacement services for District schools and buildings for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$2,500,000, pending the availability of funds and legal review.
FUNDING SOURCE: GOB
- 05-13-10-14** To approve a contract renewal with American Boiler and Mechanical, Inc. and Kickham Boiler and Engineering to provide repair services for District schools and buildings for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$50,000, pending the availability of funds and legal review.
FUNDING SOURCE: GOB
- 05-13-10-15** To approve a contract renewal with McCann Pest and Termite Control, Inc. to provide pest control services in all schools and buildings in the District for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$32,800, pending the availability of funds and legal review.
FUNDING SOURCE: GOB
- 05-13-10-16** To approve a contract renewal with Aramark Management Services Limited Partnership to provide facilities management services in all schools and buildings in the District for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$20,713,490 pending the availability of funds and legal review.
FUNDING SOURCE: GOB
- 05-13-10-17** To approve a contract amendment with Cumberland Therapy to provide clinical counseling services for the period May 21, 2010 through June 30, 2010 at a cost not to exceed \$15,000.
FUNDING SOURCE: NON-GOB
- 05-13-10-18** To approve a contract with Gerber Technology to provide training for specialized equipment and software purchased for the Career and Technical Education Fashion Design Program for the period May 14, 2010 through June 30, 2010 at a total cost not to exceed \$10,500.
FUNDING SOURCE: NON-GOB
- 05-13-10-19** To approve a contract with Riddell/All American Sports to recondition and sanitize all high school football helmets and shoulder pads for the period May 14, 2010 through June 10, 2010 at a cost not to exceed \$25,125, pending the availability of funds. The helmets will also be recertified to ensure that they are structurally sound and capable of preventing injury.
FUNDING SOURCE: GOB
- 05-13-10-20** To approve the purchase of hygienic kits and supplies from Backpack Gear Company for the period May 14, 2010 through June 30, 2010 for students in transition at a cost not to exceed \$16,850.
FUNDING SOURCE: NON-GOB

- 05-13-10-21** To approve the purchase of one portable and two permanently mounted smartboards, plus one projector by June 30, 2010, from Kansas City Audio-Visual for the Shaw Elementary VPA Communication Full Service School at a cost not to exceed \$16,835.
FUNDING SOURCE: NON-GOB
- 05-13-10-22** To approve the March 2010 Monthly Budget Transaction Report.
- 05-13-10-23** To approve the FY 2010-2011 Non-General Operating Budget.

April 29, 2010



SAINT LOUIS PUBLIC SCHOOLS

Date: April 5, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Carlinda Purcell, Dep. Supt. - Academics

VENDOR SELECTION METHOD:

☒	RFP/Bid	_____
☐	Sole Source	_____
☐	Contract Renewal	Previous Bd. Res. # _____
☐	Ratification	_____

Agenda Item: ☐
Information: ☐
Conference: ☐
Action: ☒

04-29-10-01

SUBJECT:

To approve the purchase of 23 Dell OptiPlex 780 computers with monitors through the Statewide Contract for PC Prime Vendor Services. The computers will be used in the Early Childhood Education classrooms at 14 designated school locations to support classroom instruction and the web-based Individual Education Plans (IEPs) system for Special Education compliance. The cost of the computers with monitors will not exceed \$14,191.00.

BACKGROUND:

Early Childhood Special Education seeks to purchase desktop computers for the 23 self-contained and inclusion classrooms as well as the staff that manages them. The computers will be used to support classroom instruction, data gathering information regarding progress toward goals, communications with parents, and IEP writing. The purchase of computers will support more interactive instruction with preschool developmentally delayed children using software that is compatible with their needs.

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	132	MSIP:	7.1.1
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

Fund Source:	650	-	1243	-	6443	-	828	-	UU Non GOB	Requisition #:	10118790
Amount:	\$	14,191.00									
Fund Source:	-	-	-	-	-	-	-	-		Requisition #:	
Amount:											
Fund Source:	-	-	-	-	-	-	-	-		Requisition #:	
Amount:											
Cost not to Exceed:	\$	14,191.00							Pending Funding Availability	Vendor #:	600005444

Department: Special Education

Requestor: Dr. Sheryl Davenport

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Reviewed By

Reviewed By

Reviewed By Budget



April 1, 2010 12:41 PM
Page 1 of 2

State of MO-PVC-ST -- C206026001

Quote Number: 1191579.1

Prepared By

Kissell, Michelle R.

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

Turner, Tracy F.
St. Louis Public Schools, MO
314.345.2279
Tracy.Turner@sps.org
Opti 780 qty 23
1191579.1

World Wide Technology, Inc.
56 Weidon Parkway
St. Louis, MO 63043
Phone:
314-919-1607
800-775-5475
Fax:
michelle.kissell@wwt.com
KISSELL, MICHELLE

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

Item	Description	Manufacturer	Part Number	Qty	Customer Unit Price	Extended Price	*ATS (Days)
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1 OptiPlex 780 Desktop 4GB Non-ECC, 1066MHz DDR3, 2X2GB 160GB SATA 16X DVD+-RW Genuine Windows 7 Professional, 32-bit, w/ media

DELL

S23050283

23

\$499.00

\$11,477.00

Sub Total:

\$11,477.00

2 Dell E1905 - LCD display - TFT - 19" - 1280 x 1024 - 250 cd/m2 - 800:1 - 5 ms - 0.294 mm VGA - black

DELL

E1905B3

23

\$118.00

\$2,714.00

Sub Total:

\$2,714.00

Subtotal: \$14,191.00
0% Contract Fee (Minimum \$0.00): \$0.00
Shipping Charges: \$0.00
Grand Total: \$14,191.00

* ATS - Available to Ship

-To learn more about WWT's Cisco Authorized Training Courses, Rates Promotions, go online to <http://www.wwt.com/ciscotraining.html> or call WWT today at (800) 432-7008
Please call 888-234-8898
Option #1 - Sales/Place Order

SPECIAL EDUCATION STAFF WHO NEEDS A PC COUNT

Site	Staff Name	Staff Position (this field has a drop-down)	ECSE
Adams	Jill Remington		
Buder	Esther Mbugua		
Buder	Yvette Levy		
Dunbar	Tomeika Jones		
Hamilton	Glenda Easterday		
Gateway Michael	Barbara Buckner		
Gateway Michael	Linda Holley		
Gateway Michael	Rachel Addison-Hardy		
Gallaudet	Victoria Leto		
Gallaudet	Sharon Crandell		
Mason	Julie Helland		
Mason	Mary Reich		
Mullanphy	Elizabeth Martinez		
Mullanphy	Danielle Miller		
Hickey	Edward Williams		
Hogen	Sheri Reis		
Stix	Shona Lamond		
Nance	Edith Phillips		
Sigel	Carol Martin		
Wilkinson@Roe	Jennifer Walker		
	828 Sheryl Davenport		
	828 Kathleen Hesse		
	828 Yvonne Ruff		



SAINT LOUIS PUBLIC SCHOOLS

Date: April 8, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Carlinda Purcell, Dep. Supt., Academics

VENDOR SELECTION METHOD:

☐ RFP/Bid
☐ Sole Source
☐ Contract Renewal
☐ Ratification

Previous Bd. Res. #: _____

Agenda Item: 04-29-10-02
Information: ☐
Conference: ☐
Action: ☒

SUBJECT:

Request for approval to operate Summer School 2010. There will be a three week session for elementary and middle school students beginning June 14, 2010 through July 2, 2010; the high school students will be offered open enrollment for a 4-week period beginning June 14, 2010 through July 9, 2010. The cost of the summer program is not to exceed \$2,046,311.

BACKGROUND:

The St. Louis Public Schools will provide summer school instruction to SLPS students. A streamlined program model will be offered to provide students with enhanced opportunities for educational enrichment, as well as reinforce and extend the traditional school year.

The following groups have been identified to receive services: 1) Pre-4 students for Kindergarten Round-Up, 2) elementary students who qualify for services under Senate Bill 319, 3) students who have IEPs and are eligible for extended services, 4) elementary students who receive services in the ELL/ESOL program, 5) all middle school students and 6) high school students who need to earn academic credits to make-up courses to assist them in maintaining academic schedules/courses of study. In the elementary grades, teachers will follow a research-based curriculum to increase academic proficiency in the content areas. In addition to these programs, three sites will be opened to provide enrichment opportunities for grades K-5. Summer School will be evaluated based on student attendance, the level of student achievement and graduation rate. A pre-test and post-test will be administered in grades 3-5. Attendance and credits earned toward graduation will be evaluated at the secondary level.

CSIP: Goal 1: Performance Row: 16 MSIP: 6.1.4

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

Fund Source: 110-1189-802-110-PC-6319	GOB	Requisition #:
Amount: 2,046,311		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$2,046,311	☒ Pending Funding Availability	Vendor #:

Department: Academic Services

Requestor: Dr. Carlinda Purcell

Carlinda Purcell

Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks
Angela Banks, Interim Budget Director

Enos Moss
Enos Moss, CFO/Treasurer

Summer School 2010 April 7, 2010

>> Expenses by School Site:

G.I.T Code (for budget purposes)										
Note: Projected Enrollment is tentative as of 3/27/10										
Primary Location Code	Projected Enrollment	Supplies	# of Teachers	Total Salary Cost TEACHERS	TEACHERS	TEACHERS	TEACHERS	TEACHERS	TEACHER AIDES	TEACHER AIDES
Enrollment	Supplies	# of Teachers	Total Salary Cost TEACHERS	TEACHERS	TEACHERS	TEACHERS	TEACHERS	TEACHERS	TEACHER AIDES	TEACHER AIDES
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Enrollment	Supplies	# of Teachers	Total Salary Cost TEACHERS	TEACHERS	TEACHERS	TEACHERS	TEACHERS	TEACHERS	TEACHER AIDES	TEACHER AIDES



SAINT LOUIS PUBLIC SCHOOLS

Date: April 7, 2010
To: Kelvin R. Adams, Ph.D.
From: Dr. Carlinda Purcell, Dep. Supt. - Academics

VENDOR SELECTION METHOD:

☐ RFP/Bid
☐ Sole Source
☐ Contract Renewal Previous Bd. Res. #
☒ Partnership Agreement

Agenda Item:
Information:
Conference:
Action:

04-29-10-03

SUBJECT:

To approve a partnership with Human Development Corporation (HDC) for a pilot program titled "Strengthening Tomorrow's Generation". The program will be piloted at Sigel Elementary Community Education Full Service School and Yeatman-Liddell Middle Community Education Full Service School for the period of April 29, 2010 to September 30, 2010 at no cost to the District.

BACKGROUND:

Sigel and Yeatman-Liddell Community Education Full Service Schools will serve as pilot sites for implementing the HDC Strengthening Tomorrow's Generation program. The program requires that 100 students at each of these schools be identified to receive a wide range of support services brokered by HDC. The families of these students will also be eligible to receive services.

A sample listing of support services includes tutoring, mentoring, health, mental health, job training, and transportation. An HDC staff person will serve as the coordinator of service delivery for students involved in this program. The CEFSS administrator will be the District's link.

The pilot program is envisioned to expand so that eventually all students in the District can be recipients of these support services.

CSIP: Goal # SLPs Goal #2 - Process and Performance Row # 44 MSIP: 7.6.1

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

Fund Source:	-	-	-	-	Requisition #:
Amount:					
Fund Source:	-	-	-	-	Requisition #:
Amount:	Not Applicable				
Fund Source:	-	-	-	-	Requisition #:
Amount:					
Cost not to Exceed:	Not Applicable	Pending Funding Availability	Vendor #:		

Department: Community Education

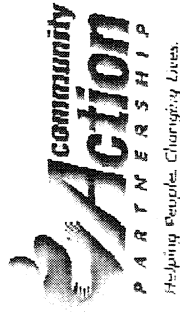
Requestor: John Windom

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Kelvin R. Adams, Ph.D., Superintendent

Dr. Carlinda Purcell, Dep. Supt. - Academics



HUMAN DEVELOPMENT CORPORATION

929 N. Spring
St. Louis, MO 63108
Ph: (314) 613-2200
Fax: (314) 613-2219

INTERAGENCY COMMUNITY PARTNERSHIP AGREEMENT

This agreement is entered into between the Human Development Corporation, hereinafter known as "HDC" and

St. Louis Public Schools
801 North 11th Street
St. Louis, MO 63101

Hereinafter known as the **St. Louis Public Schools** a private non-profit/ as defined by the following Community Partnership Agreement:

"HDC" is a private, non-profit corporation which advocates for and services economically disadvantaged people to help them improve their economic well-being, education, health and housing so that they may realize their full potential. To the fullest of our capacity, "HDC" facilitates direct services and community strategies that foster equal opportunity for all to realize their piece of the *American Dream*. As a part of our on-going efforts to create community linkages, we extend our services to your constituency as a source of support to families at risk. We will be available for presentations and other forms of informing to your staff and others that are interested in our services.

For the program year of 2010, HDC will provide support to Strengthening Tomorrow's Generation program participants involved with the services of the **St. Louis Public Schools**. HDC will provide:

- A \$347,728 budget for a six (6) month period to be paid in increments to cover: staff, program development/sustainability, supplies, etc.
- An advance payment of \$22,103 to be paid on signing of the contract (25% of \$48,410 of total project and program supplies, one-half of miscellaneous costs' budget).
- A \$20,000.00 payment for special programming at each participating school (Yateman and Segel)

For the program year of 2010, **The St. Louis Public Schools** will provide:

- Participants
- Access to Facilities

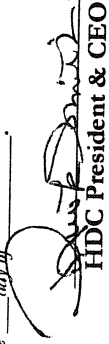
- Academic Case Management
- Liaison to students, families, community
- Educational Materials
- Networking
- Student Tracking
- Student Records
- Guidance
- Advice
- Student Profiles

Our expectations are simple. "HDC" asks for the **St. Louis Public Schools** to refer any client that may need our services. In return, any "HDC" clients needing the **St. Louis Public Schools** provisions will be given the appropriate information as determined by said agency or through "HDC's" standard client referral process. Additionally, the **St. Louis Public Schools** may be requested to collaborate with "HDC" and other stakeholders in community-based initiatives that correlate to our missions.

We, hereby, establish a relationship that will enable both "HDC" and the **St. Louis Public Schools** optimal opportunities to link the city of St. Louis and city of Wellston to resources necessary for life quality improvement.

In witness whereof the parties have caused this to be executed the ____ day of _____:

Partnering Agency Official/Title


HDC President & CEO

Partner Contact /Title


HDC Contact/Title

This project/program is funded in whole/or part with federal American Recovery and Reinvestment Act (ARRA) funds received from the U.S. Department of Health and Human Services (HHS) provided by the Missouri Department of Social Services, Family Support Division. The funds received from the Family Support Division are all federally funded.



SAINT LOUIS PUBLIC SCHOOLS

Date: April 6, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Carlinda Purcell, Dep. Supt., Academics

VENDOR SELECTION METHOD:

☐ RFP/Bid
☐ Sole Source
☒ Contract Renewal
☐ Ratification

Previous Bd. Res. #: 04-30-09-03

Agenda Item: 04-29-10-04
Information: ☐
Conference: ☐
Action: ☐

SUBJECT:

To approve a contract renewal with Mad Science to provide summer school Science instruction and materials for students in Grades Kdg-8 for the 2010 summer program for the period of April 29, 2010 through July 2, 2010 at a cost not to exceed \$160,000.

BACKGROUND:

The Mad Science School Program for Kdg-8 students will support the attainment of the Board of Education's goals and objectives to improve student achievement by providing hands-on inquiry science that is fast paced, exciting, challenging and engaging. This will be the fourth summer for Mad Science and feedback from students, teachers, parents and administrators has been extremely positive. Mad Science includes on-going embedded professional development that supports and trains teachers in inquiry methods. The Mad Science classes proposed for summer 2010 have been selected and modified to support the Science Power GLEs. The pre and post assessments will target the selected Power GLEs, promoting success on the Science MAP. Mad Science will provide instructors who will meet with SLPs students weekly. Mad Science will provide all materials; pre and post activities for use by the classroom teacher to extend the lessons. The science activities will include reading, writing and mathematics as cross-curricular extensions. Mad Science instructors will also provide professional development for SLPs teachers and weekly take home activities for each student to promote ongoing science experiences in summer school and at home.

CSIP: Goal 1: Performance

Row: 16

MSIP: 6.1.4

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

Fund Source: 110-1189-802-PC-6319	GOB	Requisition #: TBD
Amount: 160,000		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 160,000	☒ Pending Funding Availability	Vendor #:

Department: Academic Services

Requestor: Paula Knight/Dan Edwards

Carlinda Purcell
Carlinda Purcell, Ed.D. Chief Academic Officer

Angela Banks
Angela Banks, Interim Budget Director

Enos Moss
Enos Moss, CFO/Treasurer

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



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Carlinda Purcell	Date: February 22, 2010
Department / School: Academic Services	Phone Number: (314) 345-4557
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
Mad Science Instructors will provide 1-hour weekly workshops for summer school students in K-8. There will be three different workshop series, tailored for K-2, 3-5, and 6-8. Selected workshops will align with CLEAR, DESE GLEs, and the SLPS Science Power GLEs. Mad Science will provide weekly take home projects, all materials, and pre/post activities.	
Vendor Name: Mad Science	Email: Alan@madsciencestl.com
Vendor Contact: Alan Simon	Phone Number (314) 991-8000
Justification Information	
1. Why the uniquely specified goods are required?	
The performance event portion of the MAP test in science assesses experimental design. Having Mad Science provide each classroom with trained instructors, equipment and supplies will help to equalize the educational experiences of the summer school students at all of our schools	
2. Why good or services available from other vendors /competitors are not acceptable?	
The services Mad Science provides are unique. This international company has been very successful in SLPS in previous years.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
99% of principals, teachers and science coordinators, when surveyed, reported that they hoped to have Mad Science again. Analysis of pre/post assessments verifies student success.	
4. List the Names of other Vendors contacted & Price Quotes:	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
	
Department Head	Date
Executive Director of Budget	
Chief Financial Officer	Date
Superintendent	Date



Vendor Performance Report

Type of report: Final ☐ Quarterly ☐		Report Date: March 25, 2010
Dept / School: Academics		Reported By: Paula Knight
Vendor: Mad Science		Vendor #: 600006661
Contract # / P.O. #: TBD		Contract Name: Alan Simon
Contract Amount: \$ 160,000		Award Date: April 16, 2010 – July 2, 1010
Purpose of Contract (Brief Description): Provide summer school science instruction materials for students in Grades Kdg-8 for the 2010 summer program.		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 4 3 2 1	
Timeliness of Delivery or Performance	5 4 3 2 1	
Business Relations	5 4 3 2 1	
Customer Satisfaction	5 4 3 2 1	
Cost Control	5 4 3 2 1	
Average Score	4.3	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period. Please Check Yes ☐ No ☐		

Mad Science Proposal for St. Louis Public Schools

February 19, 2010

Dr. Carlinda Purcell
Chief Academic Officer
St. Louis City Public Schools
801 N 11th St.
Saint Louis, MO. 63101

Dear Dr. Purcell:

Thank you once again for taking the time to look at our inquiry based enrichment program. We have reduced our workshop prices from \$150 to \$117 in hopes that this would allow the Saint Louis Public Schools the opportunity to include all of the summer school children in our science programs.

All options include the following:

- All materials, consumables, and take-home projects.
- Co-development Pre and Post Student Assessments
- Provide Statistical Analysis of Student Assessments
- Mad Science Instructors.
- Participation in Summer Professional Development for SLPS Science Teachers on date to be determined by SLPS
- Teacher Resource Packets for all Classes
- Workshops with class sizes of up to 25 students attending grades K-8. Each class will last one hour.
- Different workshops performed daily at each school. The topic of the workshops to be worked out together by St. Louis Public Schools and Mad Science or left to the discretion of Mad Science.

The proposed pricing is based on projected summer enrollment and is designed to include all materials and allow each summer school attendee to experience four Mad Science one-hour workshops.

Total # of workshops performed by Mad Science per day	Price per one-hour workshop	Total # of days	Total Price
105 Average	\$117	13	\$160,000.00

Depending on the District's budget and exact number of students we can adjust these numbers to fit your needs. We look forward to once again providing these high quality workshops to enhance the success of your students.

Alan Simon
Program Director
Mad Science of St. Louis
314-991-8000
alan@madsciencestl.com

Proposed Schedule of Elementary Classes
Summer 2010

Week	Strand	K	1	2	3	4	5
	SC 7 Inquiry	Seeking our Senses (If Added)			Detective Science T.H. Code Breaker & TBD Properties of matter Powders Writing Pens		
	SC 6 Universe						
	SC 5 Earth					Earthworks T.H. TBD &TBD	Weather T.H. Make own weather instrument & UV beads
	SC4 Ecology						Life in the Sea T.H. Cartesian Diver & TBD
	SC3 Life		Bugs T.H. Bug Eyes & TBD All About Animals T.H. Animal Tracks & Scratch & Sniff				
	SC2 Force/Motion			Magnets T.H. Floating Magnets &		Super Structure	

					Electromagnet		T.H. Bridge Basics & TBD	
	SC1				Energy Burst T.H. Rattle Snake Eggs & TBD	Harnessing Heat T.H. Cotton Candy & Cool Cup		
	Matter/Energy							

Non-breakable thermometers 3-5

Mad Science Talking Points – Summer 2010

Mad Science is the world's leading science enrichment provider

- Unique high interest, motivational, inquiry based, content specific, program that provides embedded professional development for teachers as well as intensive hands on science experiences for SLPS summer school students in grades K-8.
- Proven local and national track as evidenced by SLPS pre and post program data analysis, feedback from SLPS, students, teachers, administrators and parents, (classroom attendance was higher on days the class was scheduled to go to MAD science) and Char Associates independent research study
- Selected modules align to CLEAR, GLEs and MAP, and are customized for SLPS
- Mad Science supplies instructors, materials, pre/post activities, and a take home activity for each student, ensuring equity in all summer school sites.
- Pre and post activities provide extensive support for science literacy and science inquiry
- Formative and summative assessments are used to guide instruction and document results
- Beginning in 2008, Science MAP is mandatory in grades 5 & 8 and is part of the district's Annual Performance Report from the Missouri Department of Elementary and Secondary Education, which determines district accreditation.
- Pre-Post tests for summer 2009, which targeted SLPS Science Power GLEs showed the following:
 - K-2 22.57% increase
 - 3-5 21.14% increase
 - 6-8 13.96% increase
- Elementary and Middle Schools surveyed expressed a very strong desire to have Mad Science for SLPS Summer School 2010

Summary Report Presented by Mad Science of St. Louis SLPS Student Survey – Summer 2009

The following pages contain a summary report of student pre and post exams/surveys administered to the SLPS summer school students in 2009. Data from each school was recorded by the site coordinator and forwarded to the St. Louis Public School Curriculum Office. The data was then sent to and compiled into summary format by Mad Science of St. Louis.

Seventeen schools provided us with proper and usable data including Adams, Ames, Busch AAA, Clark, Cote Brillante, Dewey, Froebel, Gateway Elementary, Gateway Middle, Hodgen, Jefferson, Laclede, Langston, Lexington, L'Ouverture, Mallinckrodt, Nance, Oak Hill, Scruggs, Shepard, Walbridge and Yeatman. Mad Science tabulated pre and post assessments from 1881 students, the results of which are contained in this report. Mad Science also provided modified programming for Gateway Michael and Gallaudet schools but did not assess these students.

Pre-assessments were distributed to all summer school students before their first Mad Science workshop. Those same students took the post-assessments upon completion of the last Mad Science workshop. Each exam was tailored to the content of the workshops according to learning objectives by grade and was designed to test understanding and application of knowledge.

In *Table A*, one can see the overall student performance from pre to post assessment, broken down first by question and then by school. Results show a significant increase across the board for all elementary grades with the exception of Adams on the K-2 level which showed only a 2.02% increase. On the middle school level all schools showed a significant statistical increase with the exception of Yeatman, which showed no increase or decrease. The average increase for each grade level is as follows: Grades K-2 demonstrated a 22.57% increase; grades 3-5 showed a 21.14% increase and grades 6-8 averaged a 13.96% increase.

In reference to *Table B*, one will observe a significant statistical increase in total percentage of questions answered correctly upon completion of the Mad Science program. It can be seen that overall the students showed a statistical increase at each school on all levels, with the exception of Yeatman, which showed no statistical increase.

In conclusion, the data confirms that students that participated in the Mad Science program showed a significant improvement in their understanding and application of knowledge of the subjects covered during the workshops after completing the program.

Table A

Summer 2009 Summary of K – 2 Test Questions

K - 2 Pre and post Exam Questions	# Correct	% Correct (Pre Test)	# Correct (Post Test)	% Correct	% Increase
Question 1	142	17.11	307	36.99	19.88
Question 2	202	24.34	406	48.92	24.58
Question 3	401	48.31	573	69.04	20.72
Question 4	350	42.17	462	55.66	13.49
Question 5	147	17.71	389	46.87	29.16
Question 6	326	39.28	555	66.87	27.59

Summer 2009 Summary of K – 2 Test Results

Name of School	# of Students taking the Pre and Post Test	Pre Test Percentage (%)	Post test Percentage (%)	Percent Increase (%)
Adams	66	30.05	32.07	2.02
Ames	36	32.41	48.15	15.74
Clark	44	29.17	73.11	43.94
Cote Brilliante	35	28.57	45.71	17.14
Dewey	6	36.11	52.78	16.67
Froebel	50	30.67	54.67	24.00
Gateway El	109	27.68	36.54	8.87
Hodgen El	52	37.50	67.95	30.45
Jefferson	30	32.78	52.78	20.00
Laclede	73	25.57	71.46	45.89
Lexington	49	31.63	70.41	38.78
Mallinckrodt	34	30.88	82.35	51.47
Nance	70	33.57	52.82	19.25
Oak Hill	68	35.78	51.72	15.93
Scruggs	46	36.23	46.74	10.51
Shepard	14	40.48	55.95	15.48
Walbridge	48	31.60	49.65	18.06
Total	830			

Table A

Summer 2009 Summary of 3 – 5 Test Questions

3 - 5 Pre and post Exam Questions	# Correct	% Correct (Pre Test)	# Correct (Post Test)	% Correct	% Increase
Question 1	424	58.24	530	72.80	14.56
Question 2	445	61.13	571	78.43	17.31
Question 3	399	54.81	516	70.88	16.07
Question 4	247	33.93	444	60.99	27.06
Question 5	238	32.69	387	53.16	20.47
Question 6	153	21.02	315	43.27	22.25
Question 7	112	15.38	295	40.52	25.14
Question 8	369	50.69	508	69.78	19.09
Question 9	135	18.54	289	39.70	21.15
Question 10	120	16.48	326	44.78	28.30

Summer 2009 Summary of 3 – 5 Test Results

Name of School	# of Students taking the Pre and Post Test	Pre Test Percentage (%)	Post test Percentage (%)	Percent Increase (%)
Adams	87	35.52	48.28	12.76
Ames	62	35.00	64.68	29.68
Clark	48	38.54	62.71	24.17
Cote Brilliante	35	40.57	42.86	2.29
Dewey	8	38.75	53.75	15.00
Froebel	79	36.33	51.77	15.44
Hodgen	32	35.31	59.06	23.75
Jefferson	28	32.14	47.50	15.36
Laclede	51	39.80	81.18	41.37
Lexington	45	34.22	63.11	28.89
Mallinckrodt	40	35.25	52.00	16.75
Nance	50	34.00	48.00	14.00
Oak Hill	66	40.91	68.33	27.42
Scruggs	42	36.19	52.62	16.43
Shepard	21	30.48	67.14	36.67
Walbridge	34	33.53	64.41	30.88
Total	728			

Summer 2009 Summary of 6 – 8 Test Questions

Summer 2009 Summary of 6 – 8 Test Results

Name of School	# of Students taking the Pre and Post Test	Pre Test Percentage (%)	Post test Percentage (%)	Percent Increase
Adams	10	30.00	39.00	9.00
Busch AAA	56	46.96	53.39	6.43
Clark	4	27.50	47.50	20.00
Froebel	35	40.00	66.29	26.29
Gateway Middle	91	46.59	55.16	8.57
Hodgen	9	31.11	38.89	7.78
Jefferson	20	39.00	46.50	7.50
Langston	23	40.87	70.00	29.13
L'Ouverture	28	53.93	73.93	20.00
Nance	12	40.00	48.33	8.33
Shepard	9	47.78	57.78	10.00
Walbridge	13	48.46	69.23	20.77
Yeatman	13	34.62	34.62	0.00
TOTAL	323			

Table B

Summer 2009 Graphical Summary of Test Results for K - 2

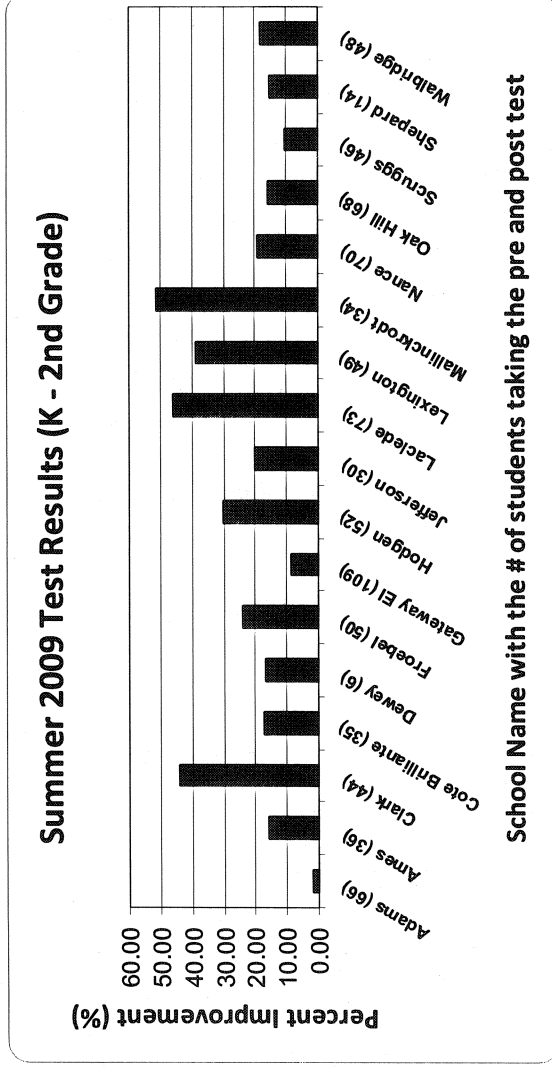
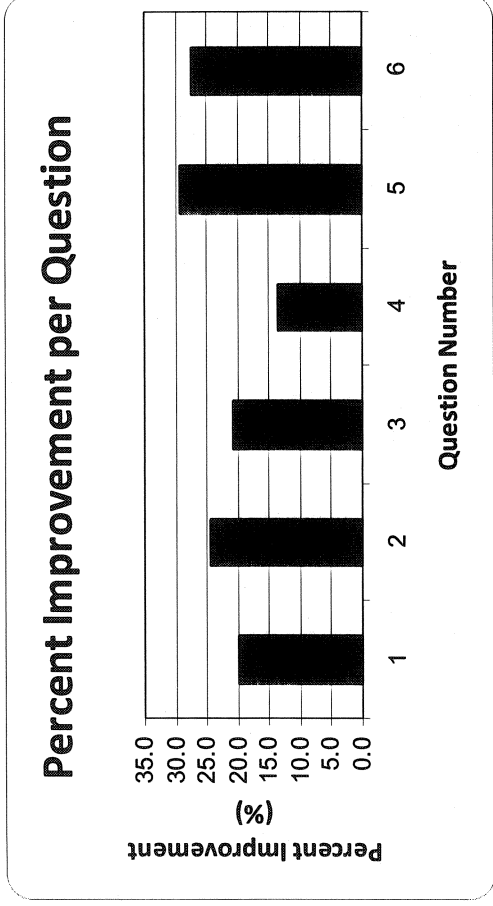


Table B

Summer 2009 Graphical Summary of Test Results for 3 - 5

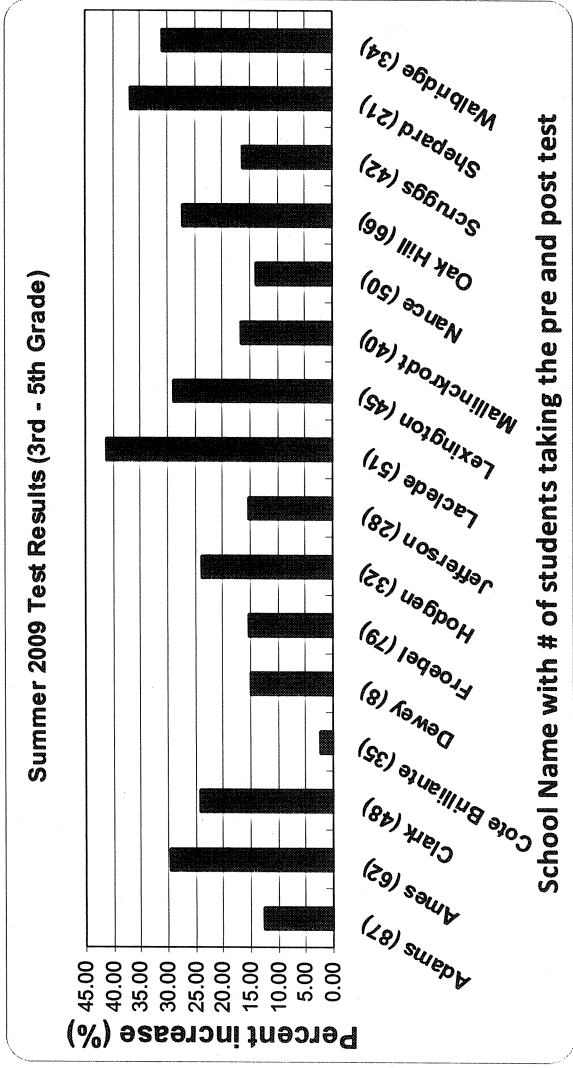
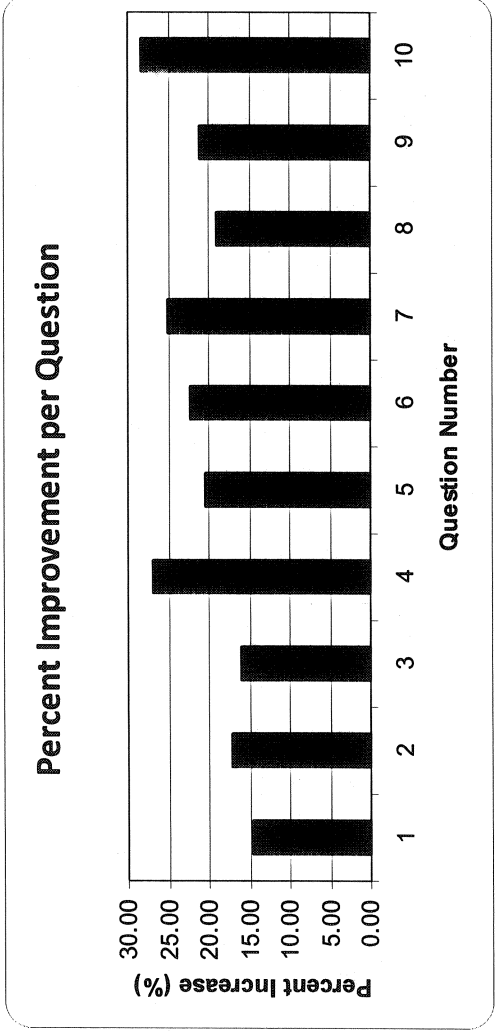
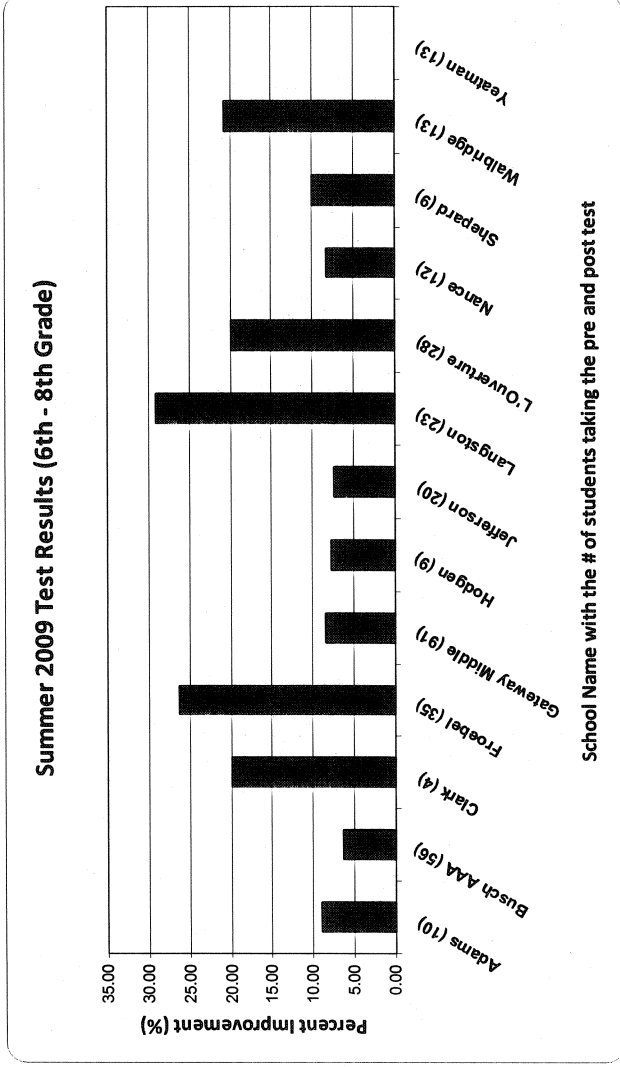
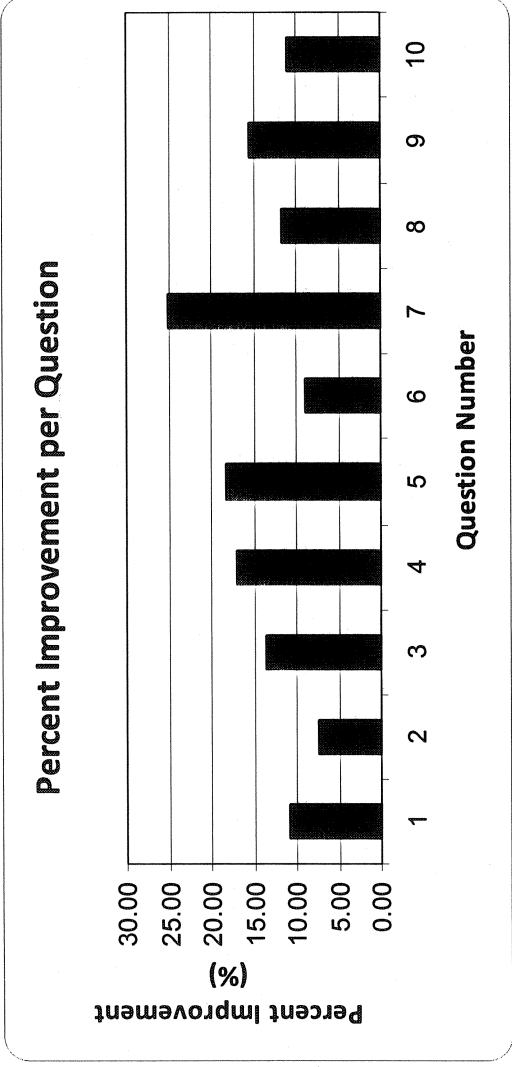


Table B

Summer 2009 Graphical Summary of Test Results for 6 - 8





SLPS Pre-Post Student Assessment

Your Name		Date
Your Teacher's Name		Your Age
Your School's Name		Are you: (Circle one) GIRL BOY
		Your grade: (Circle one) K 1st 2nd

Please read the questions and answers to the students:

1 ALL ABOUT ANIMALS All vertebrates have: ☐ a Feet ☐ b Lungs ☐ c Skin ☐ d Tails	2 FUN-DA-MENTAL FORCES Gravity: ☐ a Pulls ☐ b Pulls and pushes ☐ c Pushes ☐ d Floats
3 SEEKING OUR SENSES What do animals use to catch sound waves? ☐ a Paws  ☐ b Beaks  ☐ c Eyes  ☐ d Ears 	4 SLIME In a "fair test" you: ☐ a Change one thing ☐ b Change two things ☐ c Change three things ☐ d Change four things
5 SONIC SOUNDS Which animal makes a low pitched sound? ☐ a Mouse ☐ b Chick ☐ c Kitten ☐ d Cow	6 LIGHT ☐ a Has mass ☐ b Takes up space ☐ c Goes around corners ☐ d Goes in straight lines



SLPS Pre-Post Student Assessment

Grades 3-5

Your Name	Date		
Your Teacher's Name	Your Age		
Your School's Name	Are you: (Circle one)	GIRL	BOY
	Your grade: (Circle one)	3 rd	4 th 5 th

Circle the correct answer:

1 BIRD BRAINS AND FOOD CHAINS

Seeds → Mouse → Owl → Hawk

Which organism in this food chain is a producer?

- ☐ a Seeds
☐ b Mouse
☐ c Owl
☐ d Hawk

2 BIRD BRAINS AND FOOD CHAINS

Which beak helps the bird drink nectar from flowers?

- ☐ a 
☐ b 
☐ c 
☐ d 

3 OPTICS AND LIGHT

If you are in a room or cave with no light you will see:

- ☐ a nothing at first until your eyes adjust
☐ b nothing
☐ c black and white but no colors
☐ d faint shapes

4 OPTICS AND LIGHT

Light:

- ☐ a has mass
☐ b takes up space
☐ c bends around corners
☐ d travels in a straight line

5

SCIENTIFIC METHOD

Which of the following is a "testable question"?

- a) Which do plants need most, air, water or light?
- b) Will the rubber band car travel farther if the rubber band is wound two or three times?
- c) Which paper towel is the best?
- d) What is your favorite pizza topping?

6

SCIENTIFIC METHOD

Which data set should be recorded on a line graph?

- a) heights of plants grown in gravel, sand, clay and top soil
- b) the amount of oil cleaned up from an oil spill using three different methods
- c) the bounce height of a soft ball, tennis ball and basket ball dropped from the same height
- d) distance a rubber band car will travel when the rubber band is wound two times, four times and six times

7

WACKY WAVES

To measure the volume of a rock you would use a:

- a) measuring tape
- b) equal arm balance
- c) graduated cylinder
- d) spring scale

8

SCIENTIFIC METHOD

In a "fair test" you:

- a) change one thing
- b) change two things
- c) change three things
- d) change four things

9

DRY ICE CAPADES

In order for liquid water to freeze, and become solid ice, the water must:

- a) gain cold energy
- b) lose cold energy
- c) gain heat energy
- d) lose heat energy

10

DRY ICE CAPADES

The fog (cloud) that forms in the air over dry ice is made of:

- a) smoke
- b) water vapor (gas)
- c) liquid water
- d) solid water



SLPS Pre-Post Student Assessment

Grades 6-8

Your Name		Date	
Your Teacher's Name		Your Age	
Your School's Name		Are you: (Circle one)	GIRL BOY
		Your grade: (Circle one)	6 th 7 th 8 th

Please provide answers for the following questions:

1 Matter and Energy The three major processes of the water cycle are? ☐ a Evaporation, condensation, precipitation ☐ b Evaporation, condensation, humidity ☐ c Evaporation, rain, precipitation ☐ d Condensation, precipitation, wind	2 Matter and Energy What is a good example of a physical change? ☐ a An egg cooking in a frying pan ☐ b An ice cube melting ☐ c A muffin baking in the oven ☐ d A car muffler rusting
3 Earth Processes Metamorphic rock is formed from: ☐ a Weathering by wind and water ☐ b Fluctuations in temperature ☐ c Volcanic activity ☐ d Great heat and pressure	4 Earth Processes Large crystals are formed: ☐ a Through slow cooling deep in the Earth ☐ b Through fast cooling near the surface ☐ c Through slow cooling near the surface ☐ d At the bottom of oceans
5 Earth Processes Which diagram best represents the type of plate movement that results in mountain building? ☐ a ☐ b ☐ c ☐ d	6 Forces Which statement below is true about the weight of an object? ☐ a The weight of an object stays the same everywhere in the universe. ☐ b The weight of an object is more on the moon than on Earth. ☐ c The weight of an object is the same on the moon and on Earth. ☐ d The weight of an object is more on Earth than on the moon.



Universe

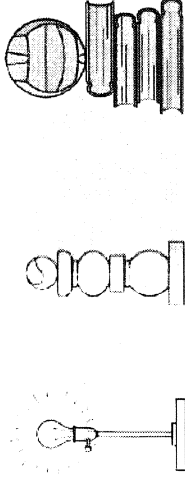
Which of these causes day and night on Earth?

- (a) Earth revolving around the sun
- (b) The moon orbiting Earth
- (c) Earth rotating on its axis
- (d) The moon blocking out sunlight



Universe

This model is designed to show how a lunar eclipse works. What is wrong with the set up?

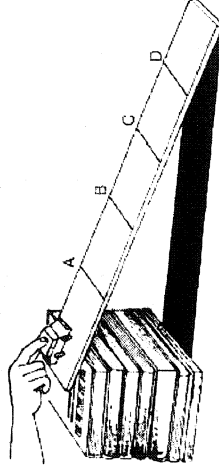


- (a) The light bulb is standing straight up instead of tilted on its axis.
- (b) Comparative sizes and distances are inaccurate.
- (c) The position of the tennis ball and the volley ball should be switched.
- (d) The heat released is much less than that released by the sun.



Scientific Inquiry

A group of students recorded their observations as shown in the table below. What pattern do you notice about the starting position of the car and the distance it traveled?



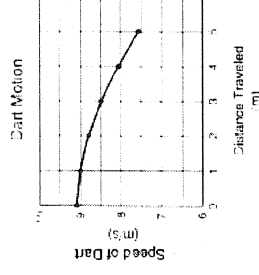
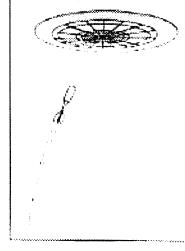
Starting position of car on ramp	Distance traveled along the floor of their classroom in cm			
	Trial #1	Trial #2	Trial #3	Average
A	100	98	108	102
B	88	94	80	87
C	60	65	67	64
D	24	30	27	27

- (a) They remain constant.
- (b) The higher the car starts on the ramp, the farther distance it travels.
- (c) The lower the car starts on the ramp, the farther distance it travels.
- (d) It does not change.



Scientific Inquiry

A foam rocket is launched towards a target. The graph represents its motion. At about what speed is the rocket traveling when it hits the target, 6 meters from its starting point?



- (a) 6.3 m/s
- (b) 6.9 m/s
- (c) 7.0 m/s
- (d) 7.2 m/s



SAINT LOUIS PUBLIC SCHOOLS

Date: April 5, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Carlinda Purcell, Dep. Supt., Academics

VENDOR SELECTION METHOD:

☐ RFP/Bid
☐ Sole Source
☒ Contract Renewal
☐ Ratification

Previous Bd. Res. #: 04-30-09-16

Agenda Item: 04-29-10-05
Information: ☐
Conference: ☐
Action: ☐

SUBJECT:

To approve a contract renewal with The Achievement Commitment Excellence Learning Centers (ACE) for the period of June 14, 2010-July 9, 2010 in an amount not to exceed \$160,000.

BACKGROUND:

The Achievement Commitment Excellence Learning Center will provide an alternative summer program to serve student referrals identified by the Innovative Pathways Division. The ACE Learning Center will provide 300 slots @ \$533.33 per slot or \$160,000.

The proposed summer school centers are: Northwest (75); Sears II (75); Gateway High School (75); Roosevelt (75)

CSIP: Goal 1: Performance Row: 16

MSIP: 6.1.4

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

Fund Source: 110-1189-802-110-PC-6319	GOB	Requisition #: TBD
Amount: 160,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$160,000.00	☒ Pending Funding Availability	Vendor #:

Department: Academic Services

Requestor: Dr. Dan Edwards

Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final ☐ Quarterly ☐		Report Date: March 24, 2010
Dept / School: Academic Office		Reported By: Dan Edwards
Vendor: ACE		Vendor #: 600007614
Contract # / P.O. #: TBD		Contract Name: Gene Reynolds
Contract Amount: \$160,000		Award Date: June 14 – July 9, 2010
Purpose of Contract (Brief Description): To provide an alternative summer school program to serve student referrals identified by the Innovative Pathways Division.		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	(5) 4 3 2 1	
Timeliness of Delivery or Performance	(5) 4 3 2 1	
Business Relations	(5) 4 3 2 1	
Customer Satisfaction	(5) 4 3 2 1	
Cost Control	(5) 4 3 2 1	
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period. Please Check Yes ☒ No ☐		

ACE LEARNING CENTERS

CONTRACTUAL AGREEMENT FOR SUMMER SCHOOL FOR ST. LOUIS PUBLIC SCHOOL DISTRICT—SUMMER 2010

It is agreed that St. Louis Public School District will contract with **ACE Learning Centers (ACE)** to provide an alternative summer school program to serve student referrals identified by the district liaison.

ACE will provide as necessary, Missouri certified teachers, sites, equipment and material to support the educational program. **ACE** will provide progress reports, attendance reports, and transcripts to the district liaison.

ACE will develop, in conjunction with the district liaison, an Individualized Learning Program (ILP) for each referral. The ILP will include courses of study necessary to meet district credit/graduation requirements.

St. Louis Public School District will establish internal policies of entrance requirements, transportation, attendance standards and evaluative criteria consistent with the intents and purposes of the alternative summer school.

St. Louis Public School District agrees to purchase from **ACE Learning Centers 300** slots @ \$533.33 per slot, or \$160,000. This agreement is for a four week (19 days) summer session (dates to be determined). A slot purchased by the district is a commitment to maintain student referrals, as billing will be based on slots purchased.

One-half, or \$80,000 will be due at the beginning of summer school. The balance of \$80,000 will be billed at the completion of services rendered at the end of summer school.

Billing will be directed to Betty Shackelford.

Superintendent

Date



President, ACE Learning Centers



Date

ACE Learning Centers – SLPS
Course Offerings
Summer School 2010

Communication Arts

05101 Freshman Lit/Comp 150-1
05102 Freshman Lit/Comp 150-2
05201 World Lit/Comp 250-1
05202 World Lit/Comp 250-2
05301 American Lit/Comp 350-1
05302 American Lit/Comp 350-2
05401 English Lit 450-1
05402 English Lit 450-2
05163 African American Lit-1
05164 African American Lit-2

Social Studies

10101 American Government 150-1
10102 American Government 150-2
10001 Missouri Constitution Exam
10002 US Constitution Exam
10201 World History 250-1
10202 World History 250-2
10301 American History 350-1
10302 American History 350-2

Math

15121 Algebra 150-1
15122 Algebra 150-2
15221 Geometry 250-1
15222 Geometry 250-2
15321 Adv Algebra 350-1
15322 Adv Algebra 350-2
15501 Probability & Statistics 440-1
15502 Probability & Statistics 440-2
15421 Trigonometry/Analytical Geometry-1

Science

20161 Physical Science 150-1
20162 Physical Science 150-2
20261 Biology 250-1
20262 Biology 250-2
20361 Chemistry 350-1
20362 Chemistry 350-2
20401 Earth Science-1
20402 Earth Science-2
20410 Ecology/Environmental Science-1
20463 Physics 450-1

Personal Finance

10003 Personal Finance

Fine Arts

- 35091 Intro to Art-1
- 35092 Intro to Art-2
- 35121 Art Appreciation-1
- 35122 Art Appreciation-2
- 40101 Understanding Music-1
- 40102 Understanding Music-2
- 40111 Music History-1
- 40112 Music History-2

Practical Arts

- 45140 Personal & Family Relations
- 45111 Nutrition & Wellness-1
- 45112 Nutrition & Wellness-2
- 45302 Parent & Child Development
- 30161 Intro to Computer Applications-1
- 30162 Intro to Computer Applications-2
- 83061 Career Development-1

PE/Health

- 90001 Basic PE-1
- 90002 Basic PE-2
- 90454 Health & Wellness

Electives

- 10021 Contemporary Issues-1
- 10022 Contemporary Issues-2
- 10240 Sociology
- 81737 Creative Writing-1
- 81738 Creative Writing-2
- 85221 World Geography-1



SAINT LOUIS PUBLIC SCHOOLS

Date: April 7, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Carlinda Purcell, Dep. Supt. - Academics

VENDOR SELECTION METHOD:

☐	RFP/Bid	
☐	Sole Source	
☒	Contract Renewal	Previous Bd. Res. #
☒	Refutation	

09-11-08-14

Agenda Item:
Information:
Conference:
Action:

☐	☐	☒
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04-29-10-06

SUBJECT:

To ratify the second contract renewal with Cooperating School Districts doing business as Missouri Professional Learning Communities Project for on-site support of Professional Learning Communities in the schools. The term of the contract is November, 2009 through June, 2010 at a cost not to exceed \$29,000.00.

BACKGROUND:

This request is made to fulfill the strategy as outlined in the Accountability Plan and Comprehensive School Improvement Plan. Missouri Professional Learning Communities Project will provide intensive on-site professional development, process observation with feedback, and coaching to 15 schools. Schools receiving service this year are: Kennard, Mallinckrodt, Yeatman, Dewey, Mann, Oak Hill, Carr Lane, Compton Drew, Fanning, Langston, L'Ouverture, Long, Cleveland, Gateway HS and Vashon.

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	105	MSIP:	6.7.2
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

Fund Source:	730	-	2331	-	6319	-	825	-	FM Non GOB	Requisition #:	10118695
Amount:	\$	29,000.00							Wallace Foundation		
Fund Source:	-	-	-	-	-	-	-	-		Requisition #:	
Amount:											
Fund Source:	-	-	-	-	-	-	-	-		Requisition #:	
Amount:											
Cost not to Exceed:	\$	29,000.00							Pending Funding Availability	Vendor #:	600010872

Department: Leadership Development

Requestor:

Sheila Smith/Anderson

Carlinda Purcell
Dr. Carlinda Purcell/Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Requisition #: _____

Vendor #: 600010872

CONSULTANT SERVICE AGREEMENT

BETWEEN

Special Administrative Board of the

Transitional School District of the City of St. Louis

AND

Cooperating School Districts Doing Business As the Missouri Professional Learning
Communities Project (Cooperating School Districts)

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the day of February 23, 2009 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and **Cooperating School District** (hereinafter "Consultant"), as organized and existing under the laws of the state of Missouri, and licensed to do business in the City of St. Louis, Missouri. The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 43-0968758

Address: Cooperating School District
St. Louis Regional Professional Development Center,
8225 Florissant Road, St. Louis, Missouri 63121

Contact Person: Carolyn H. Neal

Telephone Number: 314-692-9733

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

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

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

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

1. **TERM:** The Consultant shall commence performance of this Agreement on the **1st Day of October 2009**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **15th Day of May 2010**.
2. **SCOPE OF SERVICES:** The Consultant shall provide services described more fully in Attachment "A" Scope of Services attached hereto, incorporated herein, and made a part of this Agreement ("Scope of Services" or "Services").

3. **PERFORMANCE:** The Consultant agrees to perform the Services set forth herein in Attachment “A” in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of Consultant’s work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Consultant of this responsibility

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services for \$ **29,000.00** upon full completion of services outlined in the scope of services.

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

	Requirement	SLPS Administrator
(a)	Evaluation of Consultant’s performance by:	Sheila Smith-Anderson
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Sheila Smith-Anderson
(c)	Verification of the receipt of all documents produced by Consultant pursuant to the Scope of Services by:	Sheila Smith-Anderson

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

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

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

8. RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES

- a. **Maintenance of Books and Records.** The Consultant will maintain complete and accurate books and records in accordance with recognized accounting practices and standards; such books and records will include, but not be limited to, records reflecting billing, payments, hours worked, and payroll. The Consultant understands that such records must be maintained for at least three (3) years after the termination or expiration of the Agreement. Upon receipt of written notice by the District, the Consultant shall allow the District access,

during ordinary business hours, to the books and records relating to the services hereunder as may be reasonably required to verify services provided under this Agreement.

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

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

9. CONFIDENTIALITY

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

- b. **Student Information.** The Consultant acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students. Both during the term of this Agreement and thereafter, the Consultant covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. The Consultant covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of

another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Consultant covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. Finally, the Consultant covenants and agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act ("FERPA").

- c. **Student Education/Medical Records.** The Consultant acknowledges that it shall now, and in the future may, have access to and contact with the education and/or medical records of students. Both during the term of this Agreement and thereafter, the Consultant covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. The Consultant covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Consultant covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. Finally, the Consultant covenants and agrees that any access to the education records of any student shall be in compliance with FERPA and any access to the medical records of any student shall be in compliance with the Health Insurance Portability and Accountability Act of 1996.

- d. **Exceptions to Confidentiality Obligations.** Notwithstanding the foregoing, the Consultant's obligations of confidentiality will not include information which:

- i. at the time of disclosure was in the public domain;
- ii. after such disclosure, immediately becomes generally available to the public other than through any act or omission of the Consultant or its Personnel; and
- iii. is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such disclosure is furnished to the District in a timely manner in order to afford the District the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.

- e. **Remedies for Disclosure.** The Consultant understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this article may result in the District seeking injunctive relief. The Consultant agrees to give prompt notice to the District of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as requested by the District to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information. All steps taken by the Consultant relating to remedy shall be at its sole expense.

- f. **Return of Confidential Information.** After expiration or termination of this Agreement, the Consultant must return all confidential information given to or generated by the Consultant hereunder within five (5) days of the District's

written request. The Consultant agrees that it will comply with the District's instructions regarding the return or disposition of its confidential information, including any copies or reproductions.

10. **INDEMNIFICATION** Consultant agrees to indemnify and hold harmless the Board and the Board's officers, directors, servants, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) which may be suffered by, incurred by or threatened against the Board or any officers, directors, servants, employees, or agents of the Board on account of or resulting from injury, or claim of injury to person or property arising out of the operation of the program operated by Consultant under this Agreement or arising out of this Agreement in any manner, including but not limited to the breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Consultant. This provision shall survive termination or expiration of the Agreement.

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

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

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

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

14. **TERMINATION**

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

and any approved related expenses within sixty (60) of receipt of a properly submitted invoice.

- b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for ten (10) days following receipt of written notice from the objecting party. In the event that this Agreement is terminated under this Article, the rights and remedies of either party provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies which either party may be entitled to pursue in the event of a breach of this Agreement as provided by law or under the terms and conditions of this Agreement. The Consultant will be compensated for only those services satisfactorily provided through cure date end.
- c. **Effect of Termination on the Parties Obligations.** Upon termination of this Agreement for any reason, the parties shall have no further obligations under this Agreement, except as expressly set forth in this Agreement.
- d. **Return of Documentation.** Upon the expiration or termination of this Agreement, the Consultant shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Consultant hereunder.

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

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

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

18. **ENTIRE AGREEMENT** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supercede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own

independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.

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

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

To the Board:

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

To Consultant:

Cooperating School Districts dba Missouri Professional
Learning Communities Project located at the
St. Louis Regional Professional Development Center,
8225 Florissant Road, St. Louis, Missouri 63121

Legal Notice Enclosed

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

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

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

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

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

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

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

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

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

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

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

29. CONSULTANT'S PERSONNEL

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

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

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

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

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

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

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

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

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

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

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

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

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

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

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

COOPERATING SCHOOL DISTRICT DBA
MISSOURI PROFESSIONAL LEARNING
COMMUNITIES PROJECT
ST. LOUIS REGIONAL PROFESSIONAL
DEVELOPMENT CENTER
8225 FLORISSANT ROAD
ST. LOUIS, MISSOURI 63121

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

By: _____

By: _____

Title: Consultant _____

Title: _____

Date: _____

Date: _____

Tax I.D. No 43-0968758 _____

ATTACHMENT A

SCOPE OF SERVICES

☒ **Consultant Services**

On-Site Support service for First Year Professional Learning Communities (3 schools):

- ✓ 1 day @ month – on-site visit to assigned school
- ✓ 1 day @ month – attend training session with assigned school (10 days of training)
- ✓ 1 day @ month – attend planning session with PLC training staff

On-Site Support service for Second Year Professional Learning Communities (12 schools):

- ✓ 1 day @ month – on-site visit to assigned schools
- ✓ 1 day every other month – attend training session with assigned schools (5 days of training)
- ✓ 1 day @ month – attend planning session with PLC training staff

☐ **Insurance Coverage**

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

PAYMENT SCHEDULE

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

CONTRACT COSTS AND EXPENSES TO BE PAID BY BOARD

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

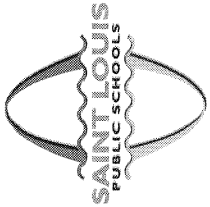
FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____



KELVIN ADAMS, PH.D.
Superintendent
SHEILA SMITH-ANDERSON
Executive Director of Leadership Development

To: Dr. Kelvin Adams

From: Sheila Smith-Anderson

Re: Contract Ratification
The Missouri Professional Learning Communities Project

Date: March 31, 2010

The Missouri Professional Learning Community Project is a 3-year project. St. Louis Public Schools has 15 school engaged in this work with 3 schools in the first of three years and 12 schools in the second of three years. This is the second year of support for Professional Learning Communities (PLC) work in the schools.

Last year the University of Missouri-St. Louis was the contractual agent for the Missouri Professional Learning Communities Project and approval of the Board was granted with Resolution 09-11-08-14. This is a continuation of that agreement as the PLC concept is a three year agreement.

We submitted the contract to continue the PLC support for the 2009-2010 school year. We received notification in late fall of a vendor change for the Missouri Professional Learning Communities Project. They are now operating under Cooperating School Districts rather than University of Missouri-St. Louis. A new contract was issued and sent to Cooperating School Districts, however, due to some confusion as to who should be the named parties in the contract; the contract was not returned until mid spring.

The contract ratification is for a vendor change so that we may pay the Missouri Professional Learning Communities for their services. We have done due diligence on the part of the District, however the change of fiduciary agents from the University of Missouri-St. Louis to Cooperating School Districts caused us to make another change and restart the process. Once that occurred then CSD refused to sign the contract because of language changes. Charles Burton finally was able to negotiate the correct language. It has taken all these months to reach a phone agreement. We still have no signed contract.



SAINT LOUIS PUBLIC SCHOOLS

Date: April 1, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

☐ RFP/Bid

☒ Sole Source

☐ Contract Renewal

☒ Ratification

Previous Bd. Res. #:

Agenda Item: 04-29-10-07

Information: ☐

Conference: ☐

Action: ☒

SUBJECT:

To ratify a contract with Dr. Elizabeth Sales for evaluation of the 21st Century Learning Center Programs for services to be provided April 29, 2010 to June 15, 2010 at a cost not to exceed \$12,000.

BACKGROUND:

Outside evaluation of program is required by the grant. Dr. Sales has provided evaluation since the conception of the program. Consistency with evaluator from year to year has provided evaluations which exceed State and Federal requirements. Evaluations are used to determine the quality of the program as well as to identify areas for improvement for future programming.

CSIP: Goal 3: Resource

Row: 21

MSIP: 6.3.3

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

Fund Source: 290-2218-6319-847-QV	Non-GOB	Requisition #: 10118531
Amount: 4,000.00		
Fund Source: 290-2218-6319-847-Q1	Non-GOB	Requisition #: 10118533
Amount: 4,000.00		
Fund Source: 290-2218-6319-847-RQ	Non-GOB	Requisition #: 10118534
Amount: 4,000.00		
Cost not to Exceed: \$12,000.00	☐ Pending Funding Availability	Vendor #: 60012950

Department: Community Education

Requestor: Judith King

Carlinda Purcell 4/1/10

Dr. Carlinda Purcell, Dep. Supt., Academics

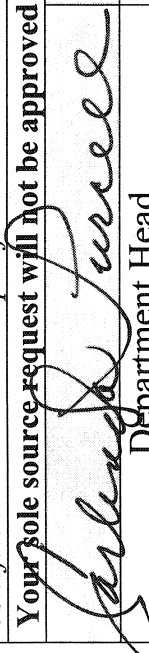
Angela Banks
Angela Banks, Interim Budget Director

Enos Moss
Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Judith King	Date: March 1, 2010
Department / School:	Phone Number:
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
Vendor Name: Dr. Elizabeth Sales	Email: Liz.Sales@mimh.edu
Vendor Contact: Dr. Elizabeth Sales	Phone Number 314-877-6483
Justification Information	
1. Why the uniquely specified goods are required?	
Program uniquely designed to evaluate students ages 5-21 at 21 st Century Community Learning Centers as required by grant. Consistency with the evaluator from year to year. Evaluator is written into each grant as required by DESE.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Need of evaluators who support and are trained in the evaluation of programs for children. Can identify best practices for sound programming for children at risk in an after school environment. See attached scope of work.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
Provides a 5year, yearly evaluation of the program from the same evaluator. We are currently in the 3 rd year of the 5 year grant.	
4. List the Names of other Vendors contacted & Price Quotes:	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
 Department Head	Date
CFO	Date
Superintendent	Date

JKL

CONSULTANT SERVICE AGREEMENT
BETWEEN

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

AND

Dr. Elizabeth Sales

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 1 day of April, 2010 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and **Elizabeth Sales** (hereinafter "Consultant"). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 087-50-2108

Address: 227 Hyacinth Ct

Contact Person: Dr. Elizabeth Sales

Telephone Number: 314-877-6471

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

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

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

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

1. **TERM:** The Consultant shall commence performance of this Agreement on the **17Day of April, 2010**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30 Day of June 2010**.
2. **SCOPE OF SERVICES:** The Consultant shall provide services described more fully in Attachment "A" Scope of Services attached hereto, incorporated herein, and made a part of this Agreement ("Scope of Services" or "Services").
3. **PERFORMANCE:** The Consultant agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of Consultant's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Consultant of this responsibility

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of \$ 12,000.00 upon full completion of services outlined in the scope of services.

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

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

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

8. RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES

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

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

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

9. CONFIDENTIALITY

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

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

c. **Student Education/Medical Records.** The Consultant acknowledges that it shall now, and in the future may, have access to and contact with the education and/or medical records of students. Both during the term of this Agreement and thereafter, the Consultant covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. The Consultant covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Consultant covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. Finally, the Consultant covenants and agrees that any access to the education records of any student shall be in compliance with FERPA and any access to the medical records of any student shall be in compliance with the Health Insurance Portability and Accountability Act of 1996.

d. **Exceptions to Confidentiality Obligations.** Notwithstanding the foregoing, the Consultant's obligations of confidentiality will not include information which:

- i. at the time of disclosure was in the public domain;
- ii. after such disclosure, immediately becomes generally available to the public other than through any act or omission of the Consultant or its Personnel; and
- iii. is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such disclosure is furnished to the District in a timely manner in order to afford the District the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.

e. **Remedies for Disclosure.** The Consultant understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this article may result in the District seeking injunctive relief. The Consultant agrees to give prompt notice to the District of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as requested by the District to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information. All steps taken by the Consultant relating to remedy shall be at its sole expense.

f. **Return of Confidential Information.** After expiration or termination of this Agreement, the Consultant must return all confidential information given to or generated by the Consultant hereunder within five (5) days of the District's written request. The Consultant agrees that it will comply with the District's instructions regarding the return or disposition of its confidential information, including any copies or reproductions.

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

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

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

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

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

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

14. **TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

To Consultant:
Dr. Elizabeth Sale
227 Hyacinth Ct.
Kirkwood, Missouri 63122
Legal Notice Enclosed

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

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

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

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

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

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

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

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

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

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

29. **INDEPENDENT CONTRACTOR** The District and Consultant agree that Consultant will act for all purposes as an independent contractor and not as an employee, in the performance of Consultant's duties under this Agreement. Accordingly, Consultant shall

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

30. CONSULTANT'S PERSONNEL

- a. **Assignment of the Consultant's Personnel.** The Consultant will employ and assign qualified Personnel to the District's account in a sufficient number in order to provide and successfully complete the services in accordance to the Term under Article 2.1. The Consultant will provide the District with a continuously updated list of all its Personnel assigned to the District and qualifications of such Personnel will be provided without charge to the District within three (3) days of written request.
- b. **Control of Personnel and Work.** The Consultant understands and agrees that it is solely obligated to and responsible for the selection, qualification, performance, workmanship, quality of services, licensing, and compliance with the terms and conditions hereunder for all Personnel providing services relevant to this Agreement and that it shall have sole control over the means and details of performing the services, which shall be consistent with the District's intent hereunder. The Consultant shall use its best efforts, care, and diligence in the administration and performance of services hereunder. The Consultant ensures the District that it will properly supervise all Personnel during the performance of services and/or while any Personnel is on District property.
- c. **Cooperation.** During the performance of its services, the Consultant shall cooperate with the District and its employees, shall not interfere with the conduct of the District's business, and shall observe all District policies and procedures, as well as all rules, regulations, and security requirements concerning the safety of persons and property.
- d. **Background Checks.** All Personnel providing services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the District and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Consultant and the District shall not be liable for such cost under any circumstance. The Consultant assures the District that the Consultant agrees to remove or not hire for the District's account any Personnel who have any Department of Family Services claims: a) that would raise concerns about inappropriate behavior with children; b) where a criminal offense has been committed that would raise concerns about inappropriate behavior with children; c) where there has been a conviction for any sex-related offense or

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

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

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

32. **INFRINGEMENT** Consultant warrants to the District that Consultant, in connection with performing the Services, will not infringe any patent, trademark, copyright, trade secrets, confidential information or any other proprietary right of any person. Consultant further represents and warrants to the District that neither Consultant or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.

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

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

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

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

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

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

DR. ELIZABETH SALE
227 HYACINTH CT.
KIRKWOOD, MISSOURI 63122

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

By: Elizabeth Sale

By: _____

Title: Consultant

Title: _____

Date: 3/22/10

Date: _____

Tax I.D. No 087-50-2108

ATTACHMENT A

SCOPE OF SERVICES

☒ **Consultant Services**

21st Century Learning Program Scope of Work 2009-2010

Following is the proposed scope of work for the evaluation of the 21st Century Learning program at the 6 sites consisting of Cole Elementary, Hickey Elementary, Henry Elementary, Ames Elementary, Bunche IS Middle, and Carr Lane VPA Middle. The scope of work is divided into 3 sections because of the different grants funding the schools. The evaluation will be conducted by Liz Sale, Ph.D., principal investigator, Rachel Kryah, MPH, MSW and Virginia Weil, MSW.

**1. 2nd year of grant, start August/September 2009 and ends May 2010
Cole Elementary and Hickey Elementary**

**2. 2nd year of grant, start August/September 2009 and ends May 2010
Henry Elementary and Ames Elementary**

**3. 2nd year of grant, start August/September 2009 and ends May 2010
Bunche IS Middle and Carr Lane VPA Middle**

For each group of schools we will:

- Observe each program and report process findings
- Interview coordinators to gain their perspective on programs this year as compared to last year
- Conduct focus groups with youth about program strengths and weaknesses
- Conduct surveys of constituents to provide varied perspectives on programs
 - Students—satisfaction surveys
 - Teachers
- Evaluate 1st and 3rd quarter grades and attendance records of participating students
- Prepare written report of findings

These activities will be completed by May, 2010 with final reports to be produced in August.

☒ **Insurance Coverage**

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

PAYMENT SCHEDULE

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

CONTRACT COSTS AND EXPENSES TO BE PAID BY DISTRICT

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

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____

ATTACHMENT B

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

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

Accordingly, your company:

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

By: Elizabeth Sale (signature)

Printed Name and Title: Elizabeth Sale, Consultant

For and on behalf of: Elizabeth Sale (company name)

ATTACHMENT C

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

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

FURTHER AFFIANT SAYETH NOT.

By: Elizabeth Sale (individual signature)
For Elizabeth Sale (company name)
Title: Consultant

Subscribed and sworn to before me on this 22nd day of March, 2010.

Kathy A. Martin
NOTARY PUBLIC

My commission expires:

KATHY A. MARTIN Notary Public - Notary Seal State of Missouri Commissioned for Jefferson County My Commission Expires: October 02, 2012 Commission Number: 08499157
--



E-Verify Enrollment: You're Finished

Congratulations!

Your company has been enrolled in E-Verify. Now just sit back and wait – the people you signed up as users will receive their user names and passwords by e-mail.

Most people receive our confirmation e-mail within a few minutes. You should check your e-mail inbox as well as your spam or junk mail folders because sometimes our e-mails are mistakenly marked as spam.

If the e-mail is not received within 48 hours, please call our Customer Support line at 1-888-464-4218 for assistance. **Do not enroll your company again in E-Verify.** If you attempt to reenroll, your enrollment may be delayed.

Before you go, click on the “**View Memorandum of Understanding**” button and print a copy of the **Memorandum of Understanding** you electronically signed. Be sure to share it with your human resources manager, legal counsel and other appropriate staff.

Thanks for signing up. Your participation is vital in ensuring a legal United States workforce. If you ever have any questions, we're here to help – just give us a call at 1-888-464-4218 or e-mail us at E-Verify@dhs.gov.

[View Memorandum of Understanding](#)



SAINT LOUIS PUBLIC SCHOOLS

Date: April 5, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Carlinda Purcell, Dep. Supt. - Academics

VENDOR SELECTION METHOD:

☐ RFP/Bid
☐ Sole Source
☒ Contract Renewal
☒ Ratification

Previous Bd. Res. # 11-12-08-07

Agenda Item:
Information:
Conference:
Action:

☐ ☐ ☒

04-29-10-28

SUBJECT:

To ratify the renewal of the contract with the Institute For Family Medicine to provide services to the District as the Medical Director for the Office of Health Services. The contract period is from September 1, 2009 to July 31, 2010 at a cost not to exceed \$12,000, with an option to renew the contract through July 31, 2012 pending funding availability.

BACKGROUND:

The Institute For Family Medicine provides the services of Dr. David Campbell as the Medical Director for the District. The Medical Director provides standing medical orders for the professional registered nurses employed as school nurses and directs patient health care services to students through the utilization of Family Nurse Practitioners. This year they will also establish the District's first school based clinic at the International Welcome School.

CSIP:	Goal #	SLPS Goal #1 - Performance	Row #	MSIP:
			1	9.6

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

Fund Source:	110	-	2134	-	6312	-	880	-	00	GOB	Requisition #:	
Amount:	\$											
Fund Source:	-	-	-	-	-	-	-	-	-	-	Requisition #:	
Amount:												
Fund Source:	-	-	-	-	-	-	-	-	-	-	Requisition #:	
Amount:												
Cost not to Exceed:	\$										Pending Funding Availability	Vendor #: 600012168

Department: Office of Health Services

Requestor:

Richelle Clark

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Request for Contract Renewal Form

Date of Submittal:	March 3, 2010
Name of Department Head submitting Request:	Richelle S. Clark <i>RS</i>
Name of Contract:	Medical Director Services
Purpose of Contract:	To provide a Medical Director and health care services to school nurses and students.
Are there changes versus prior year contract	☒ Yes ☐ No
If Yes explain Changes:	expanded services to develop a school base clinic in the New International Welcome School, yet contract dollar amount remained level.
Total Cost of Contract (estimated cost of expenses inclusive):	\$12,000
Vendor Name:	Institute for Family Medicine
Vendor Number:	600012168
Start Date of Contract:	September 1, 2009
Expiration Date of Contract:	July 31, 2012
Department Responsible for Vendor Performance Monitoring:	Richelle S. Clark
Approved ☐	Disapproved ☐
Date:	
Superintendent Signature	

Please attach the Vendor Performance Report and Proposed Contract

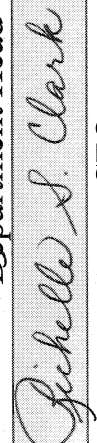


Vendor Performance Report

Type of report: Final ☒ Quarterly ☐		Report Date: March 31, 2010
Dept / School: Office of Health Services		Reported By: Richelle S. Clark <i>rs</i>
Vendor: Institute for Family Medicine		Vendor #: 600012168
Contract # / P.O. #:		Contract Name: Contract for Medical Director Services
Contract Amount: \$ 12,000.00		Award Date: November, 2008
Purpose of Contract (Brief Description): To provide Medical Director Services to St. Louis Public Schools for support of its health services programs.		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	(5) 4 3 2 1	Vendor has provided exemplary car to students and support to the nursing staff. The professional development sessions developed for staff have been cutting edge.
Timeliness of Delivery or Performance	(5) 4 3 2 1	Vendor has been very responsive to the Manager of Health Services, school nurses assigned to the SLPS schools and families of enrolled students.
Business Relations	(5) 4 3 2 1	All staff have been professional and courteous.
Customer Satisfaction	(5) 4 3 2 1	The families of students who receive health care services from the staff in the school setting have all expressed positive comments and appreciate the convenience of service delivery.
Cost Control	(5) 4 3 2 1	Vendor did not require or request any additional cost.
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check		Yes ☒ No ☐



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Richelle S. Clark	Date: March 31, 2010
Department / School: Office of Health Services	Phone Number: 314-345-4401
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
Vendor Name: Institute for Family Medicine	Email: docdave52@aol.com
Vendor Contact: David C. Campbell, M.D.	Phone Number 314-849-7669
Justification Information	
1. Why the uniquely specified goods are required?	
This community service provider provides services to the school district as the dedicated Medical Director for the Office of Health Services and provides direct healthcare services to students in the school setting through nurse practitioners. The Medical Director provides standing medical orders for the professional registered nurses employed as school nurses and directs patient health care services to students through the utilization of Family Nurse Practitioners. This year they will also establish the school district's first school based clinic at the International Welcome School.	
2. Why good or services available from other vendors /competitors are not acceptable?	
N/A – One-of-a-kind	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
This healthcare service deliverer has no competitor and this specific service is only available from the Institute for Family Medicine.	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
 Department Head	Date
 CFO	03/31/2010 Date
	Date
Superintendent	Date

Contract for Medical Director Services

A. Purpose:

The purpose of this contract is to establish a defined collaborative relationship among leadership within the Institute for Family Medicine (IFM, the Institute) and the St Louis Public Schools (SLPS), in order to provide Medical Director Services to SLPS for support of its health services program.

B. Statement of Benefits and Interests:

The Institute is a non profit 501(c) 3 health care organization that:

- Is committed to improving access to healthcare services for the underserved in the St. Louis area;
- Is staffed by qualified Family Practice Physicians and Nurse Practitioners;
- Currently provides school health services to over ten public or charter school districts in St. Louis City and County (including St Louis Public Schools);
- Has been providing school health services since 2003;
- Is committed to broadening our scope of practice via innovative community partnerships;

The benefits of partnering with the Institute may include:

- The availability of a Medical Director, with services including standing orders, protocols, and consultation on medical issues;
- The provision of a regular, on-site Family Nurse Practitioner (FNP) to assist school nurses with immunizations, physicals, acute care and disease management, especially asthma;
- Additional partnership opportunities with a goal of improved comprehensive health;
- The ability to track health services affected by the Institute and;
- Training opportunities for school nurses on various health issues.
- Implementation of the “School Based Asthma Management” (SBAM) grant program during the 2009 - 2012 school years. The primary components of SBAM will include:
 - Asthma 411 for disease identification and management
 - “Kids with Asthma Can” family education
 - Liaison with primary care provider offices

C. The Institute will:

1. Appoint a physician to serve as Medical Director;
2. Assist in the development of health services protocols as needed;
3. Provide a Family Nurse Practitioner (FNP) for regular on-site health services, particularly at the Welcome School;
4. Make a good faith effort to provide training opportunities on health issues to school nurses;
5. Make a good faith effort of providing additional partnership opportunities to St Louis Public Schools;
6. Partner with St Louis University School of Public Health and the St Louis Regional Asthma Consortium to bring the “School Based Asthma Management” (SBAM) program to SLPS;
7. Partner with the District to develop and staff a clinic at the Welcome School, with the intention of creating a school based health center.

D. The St Louis Public Schools:

1. Agrees to provide the Institute practitioner(s) with space in a school building to assist with clinical services;
2. Agrees to make good faith effort to obtain necessary parent/guardian consent necessary for student involvement in the Institute activities and services;
3. Agrees to make good faith effort to promote the Institute activities among nurses, school staff and student body;
4. Agrees to provide access to the school database and student health information to IFM as needed;
5. Agrees to cooperate in the implementation of SBAM;

6. Agrees to support the development and implementation of a clinic at the Welcome School, with the intention of creating a school based health center.
7. Agrees to pay the Institute \$12,000 for the 2009-10 school year;
8. Agrees to negotiate rate for subsequent school years, at which point this agreement will be amended.

E. It is mutually understood and agreed by and between the parties that:

1. **MODIFICATION.** Modifications within the scope of this agreement will be made by mutual consent of the parties or by the issuance of a written modification when needed, prior to any changes being performed.
2. **TERMINATION.** Any party may terminate this agreement with 30-day advance notice in writing to all parties.
3. **PRINCIPAL CONTACTS.** The principal parties for this instrument are:

Institute for Family Medicine

David C. Campbell, M.D.

CEO

314-849-7669

docdave52@aol.com

St Louis Public Schools

COMMENCEMENT/EXPIRATION DATE: This contract is in full force and effect from September 1, 2009 through July 31, 2012, and is intended by both parties to continue through subsequent periods under mutually agreeable terms.



SAINT LOUIS PUBLIC SCHOOLS

Date: April 5, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Carlinda Purcell, Dep. Supt. - Academics

VENDOR SELECTION METHOD:

☐	RFP/Bid	_____
☐	Sole Source	_____
☐	Contract Renewal	Previous Bd. Res. # _____
☒	Refutation	_____

Agenda Item: ☐
Information: ☐
Conference: ☐
Action: ☒

04-29-10-09

SUBJECT:

To ratify the Agency Partnership Agreement with Saint Louis University to continue providing assistance with evaluation and surveillance of the Institutionalized Asthma 411 program. This program provides continuing support for school based Asthma management. The agreement is for the period August 2009 to July 31, 2012. St. Louis University has grant funds from the Center for Disease Control (CDC) and there is no cost to SLPS.

BACKGROUND:

The Institutionalized Asthma 411 program is supported by Saint Louis University as well as the Institute For Family Medicine. Saint Louis University provides assistance with evaluation and surveillance of health services as it relates to asthma in order to provide SLPS and the Institute for Family Medicine with process and outcome feedback for continuous improvement.

CSIP:	Goal #	SLPS Goal #1 - Performance	Row #	1	MSIP:	9.6
-------	--------	----------------------------	-------	---	-------	-----

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

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

Department: Office of Health Services

Requestor:

Richelle Clark

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

Angela Banks
Angela Banks, Interim Budget Director
Enos Moss
Enos Moss, CFO/Treasurer
Dr. Kelvin R. Adams
Dr. Kelvin R. Adams, Superintendent

AGENCY AGREEMENT
BETWEEN
St. Louis Public School SLPS
AND
Saint Louis University

THIS AGENCY AGREEMENT ("Agreement") is made and entered into as of the 1st day of August, 2009 by and between the St. Louis Public School SLPS ("SLPS"), a school SLPS organized and existing under the laws of the State of Missouri and Saint Louis University ("Agency"), a not-for-profit corporation organized and existing under the laws of the state of Missouri. The address, contact person, and telephone number for the Agency is as follows:

Saint Louis University Address: 3545 Lafayette Ave, St. Louis, MO 63104

Saint Louis University Contact Person: Lisa Mohr

Saint Louis University Telephone Number: (314)977-4073

WHEREAS, the SLPS desires to [retain the services] proposed by the Agency and the Agency represents and warrants to the SLPS that the Agency has the requisite expertise and resources to perform its obligations under this Agreement.

THE SLPS and the Agency agree to the terms and conditions set forth below and in accompanying Exhibits, if any, attached hereto and incorporated herein. The Agency's proposal for services or like document is attached and is considered an Exhibit.

Article 1. SCOPE OF SERVICES

The Agency agrees to provide and fully execute the following services as outlined below and as further detailed in any Exhibits.

Saint Louis University will provide assistance with evaluation and surveillance of health services, as it relates to asthma, in order to provide SLPS and the Institute for Family Medicine with process and outcomes feedback for continued improvement. For additional information see Exhibit A.

Article 2. LOCATION OF SERVICES

The Agency will provide the services described above at the following location.

Site: All SLPS schools

Address: various

Contact Person: Lisa Mohr

Telephone Number: (314)977-4073

Article 3. TERM AND TERMINATION

- 3.1 **Term.** The term of this Agreement ("Term") shall commence on the 1st day of August 2009 and shall be completed on the day of July 31st 2012,____—unless terminated earlier in accordance with the terms and conditions set forth herein.
- 3.2 **Termination without Cause.** This Agreement may be terminated without cause by either party by giving written notice of the intent to terminate at least thirty (30) days before the termination date set out in the notice.
- 3.3 **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for five (5) days following receipt of written notice from the objecting party.

Article 4. APPROVAL CONDITIONS

- 4.1 **Board Approval.** It may be necessary to obtain the approval of the SLPS's Special Administrative Board for this Agreement. If so, the Agency understands and agrees that the obligations of the SLPS are conditioned upon, and subject to, such approval. The SLPS will promptly notify the Agency of the approval or disapproval of the Special Administrative Board. The Agency understands that the SLPS shall not be obligated under this Agreement prior to approval by the Special Administrative Board. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.

- 4.2 **Executed Agreement.** This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. The Agency understands and agrees that the obligations of the SLPS are conditioned upon, and subject to, such execution.

Article 5. AGENCY

- 5.1 **Agency Status.** The parties agree the terms of this Agreement do not constitute a formation of a partnership, joint venture, employer-employee, or other relationship and no form of agency exists between the parties. The Agency represents and warrants that it is now and shall remain a separate and independent entity from the SLPS. Accordingly, no employee, contractor, subcontractor, agent, or representative ("Personnel") of the Agency shall be deemed to be the employee, contractor, subcontractor, agent, or representative of the SLPS and at no time shall any such employee, contractor, subcontractor, agent, or representative of the Agency hold himself or herself out to be an employee of the SLPS. The SLPS will not provide any retirement benefits, life insurance, vacation benefits, health benefits, or similar benefits that are afforded to permanent SLPS employees to the Personnel of the Agency. Further, the Agency

will be solely responsible to train, hire, supervise, discipline, and terminate the Agency's Personnel. The Agency shall also be solely responsible for paying all invoice taxes, FICA, FUTA, and other tax liabilities for its Personnel. Finally, the Agency will be solely responsible for any acts or omissions of its Personnel and agrees to be liable consistent with the terms of Article 10.

Article 6.

AGENCY'S PERSONNEL

6.1

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

6.2

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

6.3

Background Checks. All Personnel providing services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the 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. Within three (3) days of a written request by the SLPS, the Agency agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.

6.4

Removal of the Agency's Personnel. The Agency understands and agrees that the SLPS shall have the exclusive oversight of any interaction with SLPS students and it shall be at the sole discretion of the SLPS to determine the appropriateness of such. If the SLPS determines that any of the Agency's Personnel is not providing satisfactory service, or if any issues of behavior or inappropriate conduct or similar concerns occur, the SLPS shall notify the Agency in writing and the Agency shall remove that individual from his/her service for SLPS.

Article 7.

AGENCY'S REPRESENTATIONS AND WARRANTIES

7.1 **State Registration.** The Agency shall be properly registered with, and duly authorized by, the Missouri Secretary of State, as well as the proper state authority in its domicile state if other than Missouri, to perform services under this Agreement.

7.2 **Non-Discrimination.** During the performance of the Agency's obligations under this Agreement, the Agency agrees that it will not discriminate against any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, age, physical or mental disability, or other protected class status.

7.3 **Compliance with Laws.** During the performance of the Agency's obligations under this Agreement, the Agency agrees to conduct its activities hereunder in strict compliance with all applicable federal, state, and local laws, as well as the policies and procedures of the SLPS.

Article 8. CONFIDENTIALITY

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

8.2 **Student Information.** The Agency acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students. Both during the term of this Agreement and thereafter, the 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 covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Agency covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the SLPS hereunder or by

law. Finally, the Agency covenants and agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act ("FERPA").

- 8.3 **Student Education/Medical Records.** The Agency acknowledges that it shall now, and in the future may, have access to and contact with the education and/or medical records of students. Both during the term of this Agreement and thereafter, the 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 covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Agency covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the SLPS hereunder or by law. Finally, the Agency covenants and agrees that any access to the education records of any student shall be in compliance with FERPA and any access to the medical records of any student shall be in compliance with the Health Insurance Portability and Accountability Act of 1996.

Article 9. INSURANCE

- 9.1 **Workers' Compensation.** The Agency agrees to maintain and pay for workers' compensation insurance and employer's liability throughout the term of this Agreement for its employees in amounts as required under any workers' compensation or similar law in the jurisdiction where the above referenced services are performed.

- 9.2 **No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to any of the parties under applicable state governmental immunities law.

Article 10. LIABILITY RESPONSIBILITY

- 10.1 **Liability.** Each party to this Agreement 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 Agreement shall be construed as an indemnification by one party of 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 Agreement. 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 Agreement shall be determined according to applicable law.

- 10.2 **No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to any of the parties under applicable state governmental immunities law.

Article 11. GENERAL

- 11.1 **Successors and Assignments.** The Agency and its partners, successors, executors, administrators, and representatives are bound to the SLPS in respect to all terms, covenants, agreements, and obligations hereunder. This Agreement shall not be assigned by either party without the prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- 11.2 **Governing Law.** This Agreement is governed by and constructed in accordance with the laws of the state of Missouri without regard to any conflict of laws provision. Any action arising under this Agreement shall be brought exclusively in the Circuit Court for the City of St. Louis, and SLPS and Agency explicitly waive any objection to venue in such court.

- 11.3 **Amendments.** The Agreement may be altered, amended, changed, or modified only by agreement in writing executed by a representative from the SLPS and the Agency who is authorized to so execute.

- 11.4 **Entire Agreement.** This Agreement and any Exhibits hereto shall constitute the entire understanding of the parties as to the subject matter hereof and supersedes all prior agreements, discussions, and correspondence pertaining to the subject matter hereof. Any preprinted terms and conditions on any order, invoice, or statement hereunder by either party will be of no force and effect. This Agreement, together with any Exhibits, may not be amended, waived, or discharged except by written document signed by both parties.

Article 12. EXHIBITS

The parties agree to the terms and conditions of this Agreement and any Exhibits attached hereto and incorporated herein by reference. The parties agree that if there are any conflicting terms and conditions between this Agreement and Agency's Proposal for Services, Service Letter, or like document, then the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby represent and warrant that their respective signatory whose signature appears below has been and is, on the day and year first written above, fully authorized by all necessary and appropriate actions to execute this Agreement.

PRINCIPAL CONTACTS. The principal parties for this instrument are:

Saint Louis University

Kristin D. Wilson, PhD, MHA
Principal Investigator
314-977-8153
wilsonkd@slu.edu

Johnny Kidd
Grants Administrator
Office of Research Services
314-977-7733

Saint Louis Public Schools

Kelvin Adams, PhD
Superintendent
314-345-2500
supt@slps.org

Rick Sullivan
CEO, Board of Education
314-345-2230



SAINT LOUIS PUBLIC SCHOOLS

Date: March 31, 2010
To: Special Administrative Board
From: Dr. Kelvin R. Adams

VENDOR SELECTION METHOD:

- ☐ RFP/Bid
☐ Sole Source
☐ Contractual Renewal
☐ Sole Source
☐ Ratification
- Previous Bd. Res. #: 11-19-09-15

Agenda Item 04-22-10-10
Information: _____
Conference: _____ X
Action: _____

SUBJECT:

To approve the amendment of the district's Accountability Plan as appropriate when goals are met and strategies completed. This activity is recommended by the Department of Elementary and Secondary Education (DESE) as part of the formal progress monitoring process. There is no cost associated with this request.

BACKGROUND:

The St. Louis Public School (SLPS) Accountability Plan which was approved in November 2009 lays out the key goals, actions and performance indicators that will be used to judge the success of district efforts. The Accountability Plan is aligned to the Comprehensive Long Range Plan (CLRP) and provides the road map that will put the district in the best possible position to support schools and students and meet its overarching goals of regaining accreditation.

CSIP: _____ **Row:** _____ **MSIP:** _____

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

Fund Source: No cost associated	Requisition #:
Amount:	
Fund Source:	Requisition #:
Amount:	
Fund Source:	Requisition #:
Amount:	
Cost not to Exceed: \$	☐ Pending Funding Availability Vendor#:

Department: Superintendent's Office

Requestor: Dr. Kelvin R. Adams


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent



SAINT LOUIS PUBLIC SCHOOLS

Date: April 9, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Alice Roach, Chief of Staff

VENDOR SELECTION METHOD:

- ☐ RFP/Bid
☐ Sole Source
☐ Contract Renewal
☐ Ratification

Previous Bd. Res. #:

Agenda Item: 04-29-10-11
Information: ☐
Conference: ☐
Action: ☒

SUBJECT:

Move that the SAB vote to approve the district entering into an agreement with the African Centered Education Taskforce, Inc. to serve as a consultant to assist the district in establishing an African Centered Educational program within the St. Louis Public School District.

BACKGROUND:

The African Centered Educational Program uses an African Centered Method that centers all student scholars in their human potential of content knowledge, cultural connections, and academic proficiencies that will produce high quality student performance and enhanced teaching and learning environments

CSIP: Goal 1: Performance

Row: 12

MSIP:

9.4.2

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

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

Department: Superintendent's Office

Requestor: Dr. Alice Roach

Alice Roach
Dr. Alice Roach, Chief of Staff

Angela Banks
Angela Banks, Interim Budget Director

Enos Moss
Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

CONSULTANT'S SERVICE AGREEMENT
BETWEEN ACETI AND
ST. LOUIS, PUBLIC SCHOOLS

THIS SERVICE AGREEMENT ("Agreement") is made and entered into as of the ____ day of April, 2010 and shall be effective as of ____, 2010, by and between the African-Centered Education Taskforce, Inc. ("ACETI"), a not-for-profit organized and existing under the laws of the State of Missouri and the St. Louis Public Schools ("SLPS"). **THIS AGREEMENT SUPERSEDES ANY PRIOR AGREEMENTS ANY TERMS THAT ARE INCONSISTENT WITH THE TERMS OF THIS AGREEMENT, THIS AGREEMENT SHALL BE CONTROLLING.**

WHEREAS, SLPS is desirous to retain the consulting services of ACETI to assist in the creation of SLPS's first African-Centered Elementary School and warrants that it has the resources to perform its obligations under this Agreement

And

WHEREAS, ACETI is desirous of providing to the SLPS consulting services to assist the SLPS in creating its first African-Centered Elementary schools and represents and warrants that it has the requisite expertise and resources to perform its obligations under this Agreement.

THEREFORE, the SLPS and ACETI agree to the terms and conditions set forth below and in accompanying Exhibits, if any, attached hereto and incorporated herein. The Independent Contractor's proposal for services attached hereto and incorporated herein by reference as Exhibit A.

Article 1. SCOPE OF SERVICES

ACETI agrees to provide and fully execute consulting to the SLPS services as further detailed in the Exhibit A, attached hereto and incorporated herein by reference.

All services that are reasonably inferred in or incident to providing the comprehensive objective hereunder shall be included and performed as if they were detailed under the above scope.

The Independent Contractor shall be subject to the direction of ACETI only as to the type of services to be rendered and not as to the means and details for accomplishing the result; such end result to be consistent with ACETI's intent.

ACETI shall ensure that it has all the necessary knowledge, materials, and equipment required to conduct the services outlined hereunder in order to achieve the successful completion of this Agreement.

In the event SLPS requires additional services that results in supplementary charges, which surpass the not-to-exceed fee under Article 5, an Addendum to this Agreement shall be executed by both parties outlining said additional services and supplementary charges. It is understood that this Agreement, with

the exception of those changes pursuant to any Addendum will remain in full force and effect.

Article 2. LOCATION OF SERVICES

The Independent Contractor will provide the services to the SLPS some of the consulting work will require travel to St. Louis, Missouri, said travel and accommodations therefore shall be an additional expense as set out below.

Article 3. TERM AND TERMINATION

3.1 **Term.** The term of this Agreement (“Term”) shall commence on the day first written above.

3.2 **Termination without Cause.** This Agreement may be terminated without cause by either party by giving written notice of the intent to terminate at least ten (10) days before the termination date according to the notice provisions contained in Article 14.3. ACETI will cease work on said termination date and take all reasonable actions to minimize any expenses. ACETI will be compensated for those services provided through the date of termination and any approved related expenses within fifteen (15) days of receipt of a properly submitted invoice(s).

3.3 **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for fourteen (14) days following receipt of written notice from the objecting party. In the event that this Agreement is terminated under this Article, the rights and remedies of either party provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies which either party may be entitled to pursue in the event of a breach of this Agreement as provided by law or under the terms and conditions of this Agreement. The Independent Contractor will be compensated for only those services satisfactorily provided through cure date end. Any compensation under this provision will be provided within fifteen (15) days of receipt of a properly submitted invoice(s).

3.4 **Return of Documentation.** Upon the expiration or termination of this Agreement, ACETI shall deliver all finished or unfinished documents, data, studies, reports, and like documents generated pursuant to this Agreement, except those documents which are considered of a proprietary nature to the ACETI model of education.

Article 4. APPROVAL CONDITIONS

4.1 **Board Approval.** It will be necessary to obtain the approval of ACETI’s Board of Directors for this Agreement. The SLPS understands and agrees that the obligations of ACETI are conditioned upon, and subject to, such approval. ACETI will promptly notify the SLPS of the approval or disapproval of its Board of Directors. In the event of non-approval, the Agreement will be considered null and void and neither party

will have any further obligations to the other party arising out of the Agreement.

4.2 **Executed Agreement.** This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. The SLPS understands and agrees that the obligations of ACETI are conditioned upon, and subject to, such execution. The SLPS understands that ACETI shall not be obligated to provide any consulting services discussed herein prior to the execution of this Agreement.

Article 5.

COMPENSATION

5.1 **Method of Compensation.** Compensation under this Agreement shall be as follows:

5.1.1 It is agreed that the total cost of this Consultant's Agreement shall not exceed _____ Dollars (\$_____). The contract shall be invoiced and paid monthly. The SLPS shall be required to pay an advance to ACETI in the amount of _____ within ten days after this Agreement is executed by both parties.

5.2 **Expenses.** The SLPS understands and agrees that it will be responsible for reimbursing ACETI staff and board members for travel, living, and/or other expenses hereunder, to include but not limited to train or airline tickets; hotel; meals; car rental/taxis; gas; or mileage. Said expenses shall be included as a part of ACETI's invoice(s). It is also understood that said expenses must be authorized by the SLPS's designee(s) in writing prior to the expenditure.

5.3 **Payment and Invoice Procedures.** ACETI will submit monthly billings. Payments will be made within in fifteen days after receipt of the same. The invoice(s) will be mailed to the following address:

ATTN: _____

St. Louis, Missouri

5.4 **Maintaining Substantiating Documentation.** ACETI will maintain and submit itemized records, as well as any applicable expense reports and applicable receipts with each invoice. The time records and expense reports must be detailed on a form acceptable to SLPS. In the event of a dispute over the amount billed, the dispute must be brought to the attention of ACETI within ten days of receipt of said invoice. Twenty-five percent (25%) of the invoice shall be paid within fifteen (15) days until the dispute is resolved with the agreed balance being paid within ten (10) days after the resolution of the dispute.

Article 6.

INDEPENDENT CONTRACTOR

6.1 **Independent Contractor Status.** The parties agree the terms of this Agreement do not constitute the formation of a partnership, joint venture, employer-employee, or other relationship and no form of agency exist between the parties. ACETI represents and warrants this it is now and shall remain a separate and independent entity from SLPS. Accordingly, no employee, contractor, subcontractor, agent, or representative ("Personnel") of ACETI shall be deemed to be the employee, contractor, subcontractor, agent, or representative of the SLPS and at no time shall any such employee, contractor, subcontractor, agent, or representative of the SLPS shall be considered an employee of ACETI. ACETI will be solely responsible to train, hire, supervise, discipline, and terminate its personnel. ACETI shall also be solely responsible for paying all income taxes, FICA, FUTA, and other tax liabilities for its Personnel.

6.2 **Submission of Forms W-9.** ACETI will submit a completed Form W-9 entitled "Request for Taxpayer Identification Number and Certification" with the correct federal identification number.

Article 7.

OWNERSHIP

7.1 **ACETI-Owned Property.** All equipment, materials, drawings, software, or data of every description ("Property") that the SLPS receives directly or indirectly from ACETI or from a third party on behalf of ACETI or that is paid for, in whole or in part, by ACETI, is the Property of ACETI. The SLPS must safeguard all said Property throughout the duration of this Agreement and must return all Property to ACETI upon ACETI's request or upon the termination or expiration of this Agreement, whichever is earlier. Specifically, upon termination or expiration of this Agreement, the SLPS must, within thirty (30) days of the termination or expiration date, return any and all Property.

7.2 **Intellectual Property Rights.** The SLPS agrees that ACETI retains all of its intellectual property rights in its inventions, books, computer programs, documentation, software, and other copyrightable works ("Copyrightable Works") conceived, reduced to practice, or made by it or its Personnel, whether solely or jointly with others who are personnel of the SLPS, during the term of this Agreement. It is agreed that all Copyrightable Works shall be considered the exclusive property of ACETI. The SLPS hereby assigns to ACETI any rights it may have in such Copyrightable Works and agrees to cooperate with ACETI in obtaining any copyrights or patents.

Article 8.

ACETI'S REPRESENTATIONS AND WARRANTIES

8.1 **State Registration.** ACETI is properly registered with, and duly authorized by, the appropriate state authority to perform services under this Agreement, if the State so requires.

8.2 **Non-Discrimination.** During the performance of ACETI's obligations under this Agreement, ACETI agrees that it will not discriminate against any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, age, physical or mental disability, or other protected class status.

8.3 **Compliance with Laws.** During the performance of ACETI's obligations under this Agreement, the ACETI agrees to conduct its activities hereunder in strict compliance with all applicable federal, state, and local laws.

8.4 **No Enticement.** Neither ACETI nor any of its Personnel was offered or given anything of value by the SLPS to secure this Agreement.

8.5 **Title.** The SLPS will receive clear title to all goods and deliverables incidental to the services performed under this Agreement and all such goods and deliverables hereunder will be free and clear of all liens and encumbrances.

Article 9. SUBCONTRACTS

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

Article 10. RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES

10.1 **Maintenance of Books and Records.** ACETI will maintain complete and accurate books and records in accordance with recognized accounting practices and standards; such books and records will include, but not be limited to, records reflecting billing, payments, hours worked, and payroll. ACETI understands that such records must be maintained for at least three (3) years after the termination or expiration of the Agreement. Upon receipt of written notice from SLPS, ACETI shall allow SLPS access, during ordinary business hours, to the books and records relating to the services hereunder as may be reasonably required to verify services provided under this Agreement.

10.2 **Right of Audit.** During the term of this Agreement and for three (3) years after its termination or expiration, SLPS shall have the right to conduct an audit, at its expense, of the relevant books and records during ordinary business hours to inspect, audit, and copy the books and records. In the event that any audit reveals, whether during the term of this Agreement or during the three (3) years subsequent to its termination or expiration, a discrepancy in the amount billed to SLPS and the amount paid ACETI shall remit the excess amounts paid to it within forty-five (45) days of notice of said discrepancy. However, if said audit reveals an underpayment the SLPS shall remit the underpayment to ACETI within forty-five days of notice of said discrepancy.

10.3 **Evaluations of Services Performed.** ACETI agrees to submit evaluations of the consulting services performed under this Agreement to SLPS at the end of the term. SLPS will use the evaluations to determine the effectiveness of the services contracted for under this Agreement. ACETI will also use the evaluations to make planning and continuation of service decisions.

Article 11. CONFIDENTIALITY

11.1 **ACETI Information.** The SLPS acknowledges that it shall now, and in the future may, have access to and contact with confidential information relating to ideas, strategies, plans, purposes, and/or agendas that ACETI may seek to advance. Any reports and information given to or generated by ACETI hereunder, as well as the terms and conditions of this Agreement, shall also be considered confidential information. Both during the term of this Agreement and thereafter, the SLPS 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 ACETI. The SLPS covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of the confidential information, but instead will use such information only for the purposes contemplated hereunder. Further, the SLPS covenants and agrees that it will not disclose any confidential information to any third-party except as may be required in the by law. In no event, shall the SLPS be deemed a spokesman for ACETI in any manner for the purpose of disseminating any information hereunder.

11.2 **Student Information.** ACETI acknowledges that it shall now, and in the future may, have access to and contact with confidential information of SLPS students. Both during the term of this Agreement and thereafter, ACETI 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. ACETI covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, ACETI covenants and agrees that it will not disclose any confidential information to any third-party

except as may be required in the course of performing services for the SLPS or by law. Finally, ACETI covenants and agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act ("FERPA").

11.3 Student Education/Medical Records. ACETI acknowledges that it shall now, and in the future may, have access to and contact with the education and/or medical records of students. Both during the term of this Agreement and thereafter, ACETI 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. ACETI covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, ACETI covenants and agrees that it will not disclose any confidential information to any third-party except as may be required in the course of performing services for the SLPS or by law. Finally, ACETI covenants and agrees that any access to the education records of any student shall be in compliance with FERPA and any access to the medical records of any student shall be in compliance with the Health Insurance Portability and Accountability Act of 1996.

11.4 Exceptions to Confidentiality Obligations. Notwithstanding the foregoing, ACETI's obligations of confidentiality will not include information which:

11.4.1 at the time of disclosure was in the public domain;

11.4.2 after such disclosure, immediately becomes generally available to the public other than through any act or omission of ACETI or its Personnel; and

11.4.3 is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such disclosure is furnished to SLPS in a timely manner in order to afford SLPS the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.

11.5 Remedies for Disclosure. ACETI understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this article may result in SLPS seeking injunctive relief. ACETI agrees to give prompt notice to SLPS of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as requested by SLPS to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information.

11.6 Return of Confidential Information. After expiration or termination of this Agreement, ACETI must return all confidential information given to or generated by ACETI hereunder within five (5) days of SLPS's written request. The ACETI agrees that it will comply with

SLPS's instructions regarding the return or disposition of its confidential information, including any copies or reproductions.

Article 12. INSURANCE

12.1 **Workers' Compensation.** ACETI specifically herein agrees that it is not covered under SLPS's workers' compensation policy and hereby waives any coverage or claim under the same for any injury that may be incurred on the job.

12.2 **No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to any of the parties under applicable state governmental immunities law.

Article 13. LIABILITY RESPONSIBILITY

13.1 **Liability.** Each party to this Agreement 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 ACETI 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 Agreement shall be construed as an indemnification by one party of 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 Agreement. 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 Agreement shall be determined according to applicable law.

13.2 **No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to any of the parties under applicable state governmental immunities law.

13.3 **Notice.** Each party shall give written notice to the other party of the assertion of any claim or the commencement of any litigation within thirty (30) days notice of the claim or commencement of litigation and shall cooperate with the other party in the defense of the claim or litigation. This article applies only to third-party claims and not disputes between the parties.

Article 14. LIMITATIONS ON AUTHORITY

The rights, powers, and authority of both parties are subject to the following conditions and limitations:

- 14.1 neither party shall have the authority to perform any act on behalf of the other except as expressly authorized in this Agreement or otherwise expressly authorized in writing;
- 14.2 without the approval of the other party, neither party will authorize or obligate the expenditure of any funds or create any liability or expense for the other party; and
- 14.3 any contracts or obligations will require the signatures of both parties.

Article 15. NOTICE

Communications relating to this Agreement must be by certified mail, return receipt requested, tested telex or facsimile, or overnight national courier to the following addresses or as may be later designated by written notice to the other party:

SLPS:

ACETI:

James W. Tippin & Associates
Attention: Dana Tippin Cutler
21 West Gregory Boulevard
Kansas City, Missouri 64114
Telephone: 816.471.8575
Fax: 816.421.0243
dtcutler@tippinlawfirm.com

Article 16. GENERAL

16.1 Successors and Assignments. The SLPS and its partners, successors, executors, administrators, and representatives are bound to ACETI and its partners, successors, executors, administrators and representatives in respect to all terms, covenants, agreements, and obligations hereunder. This Agreement shall not be assigned by either party without the prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

16.2 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Missouri without regard to any conflict of laws provision. ACETI and the SLPS specifically agree to personal and subject matter jurisdiction, as well as, venue in Jackson County, Missouri at Kansas City and waive any claim that such action has been brought in an inconvenient forum.

16.3 Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood,

riot, fire, explosion, war, Act of God, sabotage, accident, or any other casualty or cause beyond either party's control and which cannot be overcome by reasonable diligence and without unusual expense.

16.4 Waiver. Waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant, or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of the parties and forbearance or indulgence by either party, in any regard whatsoever, shall not constitute a waiver of the same and, until complete performance of the Agreement, both parties shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

16.5 Severability. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

16.6 Survival. All representations, warranties, and statements of liability responsibility made herein shall survive termination or cancellation of the Agreement.

16.7 Amendments. The Agreement may be altered, amended, changed, or modified only by agreement in writing executed by a representative from ACETI and the SLPs who is authorized to so execute.

16.8 No Third-Party Beneficiary Rights. No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, ACETI or the SLPs in the Agreement. Nothing in this Agreement, whether express or implied, is intended to create any rights or remedies on any third-party beneficiary.

16.9 Remedies. All rights and remedies of the parties, in law or equity, are cumulative and may be exercised concurrently or separately. The exercise of one (1) remedy will not be an election of that remedy to the exclusion of other remedies.

16.10 Waiver of Jury. EACH PARTY AGREES TO WAIVE, AND HEREBY DOES WAIVE, ITS RIGHTS TO A JURY WITH RESPECT TO ANY LITIGATION BETWEEN THE PARTIES ARISING OUT OF THIS AGREEMENT.

16.11 Headings; Construction. The headings of the various articles and sections in this Agreement are for convenience and reference only and are not intended to be a part of, or affect the meaning or interpretation of, this Agreement, but are, instead, used only to specify the content of the articles and sections. Whenever the context shall require, the words denoting the singular number shall include the plural number, words denoting the plural number shall include the singular number, and words denoting one gender shall include any other gender.

The parties agree to the terms and conditions of this Agreement and any Exhibits attached hereto and incorporated herein by reference. The parties agree that if there are any conflicting terms and conditions between this Agreement and Scope of Services, Service Letter, or like document, then the terms and conditions of this Agreement shall prevail.

Article 18. ENTIRE AGREEMENT

This Agreement and any Exhibits hereto shall constitute the entire understanding of the parties as to the subject matter hereof and supersedes all prior agreements, discussions, and correspondence pertaining to the subject matter hereof. Any preprinted terms and conditions on any order, invoice, or statement hereunder by either party will be of no force and effect. This Agreement, together with any Exhibits, may not be amended, waived, or discharged except by written document signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby represent and warrant that their respective signatory whose signature appears below has been and is, on the day and year first written above, fully authorized by all necessary and appropriate actions to execute this Agreement.

ACETI

By: _____
Name: Ajamu Webster
Title: Chairman

ST. LOUIS PUBLIC SCHOOLS

By: _____
Name: _____
Title: _____

EXHIBIT A

1. Instructional Design
 - a. Expected Outcomes (through strategic planning phase)
 - b. A.C.E. Curriculum Development
 - c. Professional Development Requirements
 - d. School Climate
 - e. African Centered School Culture
 - f. Role of Support Services
2. Management Design
 - a. Strategic Planning
 - b. Leadership Structure
 - c. Monitoring & evaluations
 - d. Leadership Development
3. Staffing, Recruitment & Marketing
 - a. Recruitment of Qualified Staff
 - b. Recruitment of Families/Scholars
 - c. Recruitment of Qualified Administrators
 - d. Marketing A.C.E. to the Community

ACETI will develop a “Work Plan” that sets out in detail the tasks; timeline and cost for the above design elements listed above. ACETI recommends the establishment of a project team composed of site based stakeholders and central office personnel. ACETI will serve as the consultant to the project team. ACETI in collaboration with the project team can develop an implementation schedule for your review and approval.



SAINT LOUIS PUBLIC SCHOOLS

Date: April 7, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Alice Roach, Chief of Staff

VENDOR SELECTION METHOD:

- ☐ RFP/Bid
☐ Sole Source
☒ Contract Extension
☐ Ratification
- Previous Bd. Res. #: _____

Agenda Item: 04-29-10-12
Information: ☐
Conference: ☐
Action: ☒

SUBJECT:

To approve the Construction Careers Center School Accountability Plan and contract extension of sponsorship between St Louis Public School District and Construction Careers Center School for five additional years, beginning July 1, 2010 and ending June 30, 2015.

BACKGROUND:

The Construction Careers' opened in the fall of 2001. the associated General Contractors (AGC) of St. Louis embarked on the venture to provide a new educational resource for the St. Louis Construction Industry. The mission is to prepare students. in grades 9 - 12 for the future by providing an excellent foundation in academics, broad exposure to the Construction Industry and relevant vocational education preparation.

CSIP: Goal 1: Performance Row: 12 MSIP: 9.4.2

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

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

Department: Superintendent's Office

Requestor: Dr. Alice Roach

Alice Roach

Dr. Alice Roach, Chief of Staff

Angela Banks
Angela Banks, Interim Budget Director

Enos Moss
Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

CONTRACT RENEWAL FOR Charter School

THIS CONTRACT RENEWAL AGREEMENT FOR (Charter School) ("Agreement") made as of the ___st day of _____ July ___, 2010, by and between The Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a corporate and metropolitan school district, with its principal office at 801 North 11th Street, Saint Louis, Missouri, and "Construction Careers Center High School", with its principal office at 1224 Grattan St, Saint Louis, MO, 63104 (hereinafter referred to as "Contractor").

Whereas, SLPS and Contractor entered into a contractual agreement dated "July 1, 2005", a true and correct Copy of which is attached hereto as ATTACHMENT 1 and hereby incorporated by this reference (hereinafter referred to as "The Contract"),

Whereas, The Contract includes a renewal option,

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

1. **CONTRACT RENEWAL:** SLPS and Contractor agree to renew The Contract under the same terms and conditions with the exception of the dates of service,
2. **SCHEDULE OF COMPLETION:** The start date of the renewal agreement shall be the effective date of this Agreement. The end date shall be no later than June 30, 2015.
3. **CONTRACT AMOUNT:** The agreed upon contract renewal amount is \$ ___ N/A ____.
4. **ALL OTHER TERMS AND CONDITIONS:** All other terms and conditions shall be substantially the same as those set out in The Contract.
5. **AUTHORIZATION:** this Agreement is authorized by:
____ Board Resolution # _____, attached hereto.
Or
____ Other: _____
Or
____ Emergency Purchase Request

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

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

CONTRACTOR
Constructions Career Center High School
Saint Louis, MO, 63104

By: _____

By: _____

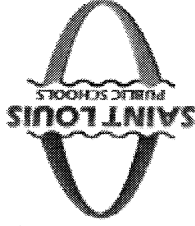
Title: _____

Title: _____

Date: _____

Date: _____

Construction Careers Center High School Accountability Plan (*Draft – awaiting Benchmarks & Evidence input*)



Revised: 03/31/10 11:26am

- **Added Goal #3; Objective 4 – Develop a sound Sustainable Financial Plan (inserted baseline data & 5 years projection)**
- **Added Goal #3; Objective 5 – Develop and implement strategies to improve Financial Condition of CCC**

Table of contents

- Mission Statement
- Assurance of Faculty Review
- ePeGS (Electronic Plans and Electronic Grants System)
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 - Objectives
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 - Strategies
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 - Objectives
 - Strategies
 - Action Steps
- Goal #5 – Governance
 - Objectives
 - Strategies
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Mission Statement / Overview of School

“To prepare students in grades nine through twelve for the future by providing an excellent foundation in academics, broad exposure to the construction industry, and relevant vocational preparation.

The Construction Careers Center is a public, independent tuition-free high school that is operated by a seven member Board of Education representing the St. Louis Contractors, Unions, Educational Community, and Parents. Currently, Rich Ledbetter, Vice President of Castle Contracting, serves as the Chairman of the Board of Education. In addition to the Board Members, the school receives guidance from the various advisory and curriculum committees representing all aspects of the construction industry.

The Construction Careers Center is the first charter high school for construction in the nation. Construction applications are integrated into all aspects of the curriculum and used as the instrument to help students develop: 1) creative problem-solving skills, 2) math competencies, and 3) an appreciation for and an understanding of the building community and the impact it has on our quality of life.

All students are substance abuse tested, required to wear uniforms daily, are required to participate in community service-learning opportunities, and are exposed to the union building and construction trades, both basic and specialty. The students are taught by certificated staff with a low 20:1 student/teacher ratio. Classes are taught in a building especially designed for, and by, the construction industry.

Assurance of Faculty Review of School Accountability Plan
Total Faculty in School: _____ Date: _____

The Following Faculty members have reviewed the School Accountability Plan and have discussed their part in implementing it.

	Name	Title	Signature	Date
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
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16.				
17.				
18.				
19.				

20.				
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ePeGS (Electronic Plans and Electronic Grants System)

Goal #1 - Student Performance

Develop and enhance quality educational/instructional programs to improve performance and enable students to meet their personal, academic and career goals.

Goal #2 - Highly Qualified Staff

Recruit, attract, develop, and retain highly qualified staff to carry out the LEA (local educational agency)/District mission, goals, and objectives.

Goal # 3 - Facilities, Support, and Instructional Resources

Provide and maintain appropriate instructional resources, support services, and functional and safe facilities.

Goal #4 - Parent and Community Involvement

Promote, facilitate, and enhance parent, student, and community involvement in LEA/District education programs.

Goal #5 – Governance

Govern the LEA/District in an efficient and effective manner providing leadership and representation to benefit the students, staff, and patrons of the district.

Goal #1: Student Performance Objective 1: By the end of the 2009 – 2010 School Year, The construction Careers Center ADA will increase by 2 percent from the previous school year (MISP Standard 9.6)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard

Strategy 1: A Title I staff member will monitor daily ADA and make parental contacts for those students who are habitual tardy or absent				9.6	
Strategy 2: The title I purchased School Reach contract system will be used to send daily phone messages to the homes of all students who are absent				9.6	
Strategy 3: All students with an ADA below 80% will be placed on Attendance Probation during the 2 nd semester which utilize the Title I paid School reach system for regular parental contacts				9.6	

Goal #1: Student Performance
Objective 2: The percentage of all Construction Careers Center students scoring at a Proficient level or higher on the English II EOC Exam will increase by 10%. (MISP Standard 6.2, 6.3, 6.4, 6.5, 9.1, 9.2, 9.4)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: Students with low reading skills are determined by diagnostic exams including Work Keys, NWEA and / or SRI will be offered push in / pull out services by Title I paid teacher and / or Title I paid professional Action Step 1: 9th and 10th grade students given diagnostic exams, (SRI and Keytrain Reading for Information) 2) Title I English Teacher will create a student tracking list of 50 – 75 students that are most in need of remediation, 3) Teachers will have the opportunity to learn new research based instructional strategies by attending workshops / conference and during professional development days. 4) 9th grade students reading below grade level will be enrolled in Read 180 program.,					
					6.2, 6.3, 6.4, 6.5, 9.1, 9.2, 9.4

Goal #1: Student Performance
Objective 2: The percentage of all Construction Careers Center students scoring at a Proficient level or higher on the English II EOC Exam will increase by 10%. (MISP Standard 6.2, 6.3, 6.4, 6.5, 9.1, 9.2, 9.4)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 2: Title I paid Communication Arts Teacher and Title I paid paraprofessional will be available during Seminar period to request students for extra work or tutoring as necessary.					6.3, 6.5, 9.2
Strategy 3: All classroom teachers will participate in relevant professional development on research base formative assessment and checking for understanding strategies and use them throughout each instructional unit to assist them in identifying areas where students are struggling re-teach those necessary skills					6.3, 6.7
Strategy 4: Teachers will test student reading level at least once each semester using computer-based SRI and / or NWEA exams that provide Lexile scores and during classroom instruction and / or remediation activities with appropriate materials					6.2, 6.7

Goal #1: Student Performance Objective 2: The percentage of all Construction Careers Center students scoring at a Proficient level or higher on the English II EOC Exam will increase by 10%. (MISP Standard 6.2, 6.3, 6.4, 6.5, 9.1, 9.2, 9.4)						
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard	
Strategy 5: All Staff members will receive ongoing training on curriculum mapping and will have online access to create and revise their curriculum maps and instructional plans.					6.1, 6.4, 6.7	
Strategy 6: The Curriculum Leadership Team will review master curriculum maps for all courses and provide support to staff regarding the most appropriate differentiated instruction strategies and assessments to help improve student achievement.					6.1, 6.3, 6.5, 6.7	
Strategy 7: All staff members will receive ongoing professional development on brain-based learning strategies and will have access to supplemental instructional materials					6.1, 6.3, 6.5, 6.7	
Strategy 8: The school building will be opened on Saturday mornings for all students to have access to tutoring, the computer lab, or other resources to help raise their achievement levels.					6.4, 6.5	

Goal #1: Student Performance

Objective 2: The percentage of all Construction Careers Center students scoring at a Proficient level or higher on the English II EOC Exam will increase by 10%. (MISP Standard 6.2, 6.3, 6.4, 6.5, 9.1, 9.2, 9.4)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 9: Students will be given computer-based NWEA diagnostic exams up to three times each year in order to diagnose learning deficiencies, make appropriate modifications to instruction, and continually measure progress on appropriate Course Level Expectation based skills.					6.2, 6.5, 9.5
Strategy 10: Teachers will use a variety of brain-based strategies including then use of SMARTboards to offer immediate feedback and differentiate instruction so that the academic achievement of all students will increase.					6.3, 6.4, 6.7
Strategy 11: Analyze data from student testing to help determine professional development needs. Provide Faculty with the professional tools, training and resources they need to improve student outcomes.					?

Goal #1: Student Performance Objective 2: The percentage of all Construction Careers Center students scoring at a Proficient level or higher on the English II EOC Exam will increase by 10%. (MISP Standard 6.2, 6.3, 6.4, 6.5, 9.1, 9.2, 9.4)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 12: The Construction Careers Center will establish a strict hierarchy of prerequisites within and across academic disciplines to build student's proficiency, capacity, and confidence.					?
Strategy 13: All Students with a Workkeys score below the expected grade level will be assigned to the Title I RtI remediation program.					?

Goal #1: Student Performance Objective 3: The percentage of all Construction Careers Center students scoring at a Proficient level or higher on the Algebra I EOC Exam will increase by 10%. (MISP Standard 6.2, 6.5, 7.3, 9.1, 9.2, 9.4)						
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard	
Strategy 1: The Curriculum Leadership Team will review master curriculum maps for all courses and recommend the most appropriate differentiated instruction strategies and assessments to help improve student learning. Strategy 2: All staff members will receive professional development on brain-based learning strategies and will have access to supplemental instructional materials. Strategy 3: Incoming 9 th grade students will be given diagnostic exams in both Reading and Math in order to track student progress over 4 years. Strategy 4: The school building will be opened on Saturday mornings for all students to have access to tutoring, the computer lab, or other resources to help raise their achievement levels.					6.2, 6.3	
					6.2, 6.3	
					6.4, 6.7	
					?	

Goal #1: Student Performance

Objective 3: The percentage of all Construction Careers Center students scoring at a Proficient level or higher on the Algebra I EOC Exam will increase by 10%. (MISP Standard 6.2, 6.5, 7.3, 9.1, 9.2, 9.4)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 5: Students with low math skills as determined by computer-based diagnostic tests including NWEA, and / or WIN for WorkKeys will be placed into push in / pull out program with Title I math teachers for extra tutoring.					6.2, 6.3
Strategy 6: Teachers will use variety of brain-based strategies including the use of SMARTboards to offer immediate feedback and differentiate instruction so that all students can be reached					6.4, 6.5
Strategy 7: Analyze data from student testing to help determine professional development needs. Provide faculty with the professional tools, training and resources that need to improve student outcomes.					?
Strategy 8: The Construction Careers Center will establish a strict hierarchy of prerequisites within and across academic disciplines to build students' proficiency, capacity, and confidence.					?

Goal #1: Student Performance
Objective 3: The percentage of all Construction Careers Center students scoring at a Proficient level or higher on the Algebra I EOC Exam will increase by 10%. (MISP Standard 6.2, 6.5, 7.3, 9.1, 9.2, 9.4)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 9: All staff members will receive ongoing training on curriculum mapping and will have online access to create and revise their curriculum maps and instructional plans.					6.1, 6.4, 6.7
Strategy 10: Students will be given computer-based NWEA diagnostic exams up to three times each year in order to diagnose learning deficiencies, make appropriate modifications to instruction, and continually measure progress on appropriate Course Level Expectation based skills.					6.2, 6.3
Strategy 11: Teachers will use a variety of brain-based strategies including the use of SMARTboards to offer immediate feedback and differentiate instruction so that the academic achievement of all students will increase.					6.3, 6.4, 6.5, 6.7
Strategy 12: All classroom teachers will participate in relevant professional development on research based formative assessment and checking for understanding strategies and use them throughout					6.3, 6.7

Goal #1: Student Performance Objective 3: The percentage of all Construction Careers Center students scoring at a Proficient level or higher on the Algebra I EOC Exam will increase by 10%. (MISP Standard 6.2, 6.5, 7.3, 9.1, 9.2, 9.4)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
each instructional unit to assist them in identifying areas where students are struggling and re-teach those necessary skills					

Goal #1: Student Performance
Objective 4: 55% of all CCC students will increase their performance on the Workkey Applied Mathematics Exam by one level per year or to a score of at least 6. (MISP Standard 6.2, 6.3, 6.4, 6.5, 7.3, 9.2, 9.4)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: All students with a Workkeys, EOC, SRI and / or a NWEA score below the expected grade level will be assigned to the Title I RtI remediation program					?
Strategy 2: All staff members will be trained on curriculum mapping and will have access to create and revise their curriculum maps					?
Strategy 3: All CCC students will be given Workkeys tests in Applied Mathematics and Reading for Information purchased with Title I funds each spring in order to track skill growth in longitudinal manner.					6.2
Strategy 4: All staff members will be introduced to brain-based learning strategies and will have access to supplemental instructional materials.					6.3, 6.4, 6.5, 7.3
Strategy 5: Students will have access to supplemental computer-based Workkeys test preparation software, WIN and Keytrain. In order to assist with skill building and test familiarity.					6.3, 6.4, 6.5, 7.3

Goal #1: Student Performance Objective 4: 55% of all CCC students will increase their performance on the Workkey Applied Mathematics Exam by one level per year or to a score of at least 6. (MISP Standard 6.2, 6.3, 6.4, 6.5, 7.3, 9.2, 9.4)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 6: the school building will be opened Saturday mornings for all students to have access to tutoring, the computer lab, or other resources to help raise their achievement.					6.4, 6.5
Strategy 7: Analyze data from student testing to help determine professional development needs. Provide faculty with the professional tools, training and resources they need to improve student outcomes					?
Strategy 8: Students with low math skills as determined computer – based diagnostic tests including NWEA, KeyTrain, and / or WIN for WorkKeys will be placed into Pull in / Pull out program with Title I math teachers for extra tutoring.					6.3, 6.5

Goal #1: Student Performance
Objective 5: 55% of all CCC students will increase their performance on the Workkey Reading for Information Exam by one level per year or to a score of at least 6. (MISP Standard 6.2, 6.3, 6.4, 6.5, 7.3, 9.2, 9.4)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: All students with Workkeys score below the expected grade level will be assigned to the Title I RtI remediation program					?
Strategy 2: All staff members will be introduced to brain-based learning strategies and will have access to supplemental instructional materials.					?
Strategy 3: All CCC students will be given Workkeys tests in Applied Mathematics and Reading for Information purchased each spring in order to track skill growth in longitudinal manner.					6.2
Strategy 4: the school building will be opened Saturday mornings for all students to have access to tutoring, the computer lab, or other resources to help raise their achievement.					6.3, 6.5
Strategy 5: Students will have access to supplemental computer-based Workkeys test preparation software, WIN and Keytrain. In order to assist with skill building and					6.3, 6.4, 6.5

Goal #1: Student Performance Objective 5: 55% of all CCC students will increase their performance on the Workkey Reading for Information Exam by one level per year or to a score of at least 6. (MISP Standard 6.2, 6.3, 6.4, 6.5, 7.3, 9.2, 9.4)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
test familiarity.					
Strategy 6: All staff members will be trained on curriculum mapping and will have online access to create and revise their curriculum maps.					6.1, 6.5, 6.7
Strategy 7: Analyze data from student testing to help determine professional development needs. Provide faculty with the professional tools, training and resources they need to improve student outcomes					?

Goal #1: Student Performance
Objective 6: The Construction Careers Center Charter High School graduation rate will increase by at least 2% each year. (MISP Standard 9.5)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: All students will be assigned to the same Seminar teacher over their 4 years at CCC in order to foster deeper relationships					6.9
Strategy 2: : A staff member dedicated to increasing attendance will monitor daily ADA and make parental contacts for those students who are habitual tardy or absent					?
Strategy 3: Teachers will use a variety of brain-based strategies including the use of SMARTboards to offer immediate feedback and differentiate instruction so that all students can be reached.					?
Strategy 4: Incoming 9 th grade students will be given diagnostic exams in both Reading and Math in order to track student progress over 4 years.					?

Goal #1: Student Performance Objective 6: The Construction Careers Center Charter High School graduation rate will increase by at least 2% each year. (MISP Standard 9.5)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 5: Teams of staff members will analyze student performance data, including grades / transcripts, classroom assessments, and standardized test scores to determine potential patterns of barriers / obstacles to student persistence to graduation and create an appropriate intervention plan.					9.5

Goal #1: Student Performance

Objective 7: 25% of students identified as tier 2 or 3 in the RtI program will drop at least one level or completely out of the remediation program. (MISP Standard 6.3, 8.1)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: All students with a Workkeys, NWEA, SRL, and / or EOC score below the expected grade level will be assigned to the Title I RtI remediation program					6.3, 8.1
Strategy 2: : The school building will be opened Saturday mornings for all students to have access to tutoring, the computer lab, or other resources to help raise their achievement.					6.3, 8.1
Strategy 3: Incoming 9 th grade students will be given diagnostic exams in both Reading and Math in order to track student progress over 4 years.					6.2, 6.5
Strategy 4: Analyze data from student testing to help determine professional development needs. Provide faculty with the professional tools, training and resources they need to improve student outcomes					?
Strategy 5: The Construction Careers Center will establish a strict hierarchy of prerequisites within and across academic disciplines to build student's proficiency, capacity, and					?

Goal #1: Student Performance Objective 7: 25% of students indentified as tier 2 or 3 in the RtI program will drop at least one level or completely out of the remediation program. (MISP Standard 6.3, 8.1)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
confidence.					

Goal #1: Student Performance

Objective 8: By the end of the 2012 school year, the group of all students and students in subgroups identified for No Child Left Behind accountability will make adequate yearly progress as reported in the DESE AYP report. (MISP Standard ?)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: All staff members will be trained on curriculum mapping and will have online access to create and revise their curriculum maps.					?
Strategy 2: : All staff members will e introduced to brain-based learning strategies and will have access to supplemental instructional materials					6.4, 6.5, 6.7
Strategy 3: : Incoming 9 th grade students will be given diagnostic exams in both Reading and Math in order to track student progress over 4 years.					6.2, 6.5
Strategy 4: Instructional Coordinators and Curriculum Leadership Team Members will attend relevant professional development workshops and conferences to learn the latest and most effective methods for differentiating instruction across the curriculum.					6.4, 6.5, 6.7

Goal #1: Student Performance Objective 8: By the end of the 2012 school year, the group of all students and students in subgroups identified for No Child Left Behind accountability will make adequate yearly progress as reported in the DESE AYP report. (MISP Standard ?)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 5: Teachers will test student reading level at least once each semester using Lexile scores and design classroom or extra curricular remediation with appropriate Lexile based materials.					?
Strategy 6: Analyze data from student testing to help determine professional development needs. Provide Faculty with the professional tools, training and resources they need to improve student outcomes.					?
Strategy 7: The Construction Careers Center will establish a strict hierarchy of prerequisites within and across academic disciplines to build student's proficiency, capacity, and confidence.					?

Goal #1: Student Performance
Objective 9: The Construction Careers Center will retain more students at every grade level by establishing and implementing standards for effective faculty – student interactions, classroom management and building operations. (MISP Standard ?)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: Conduct a survey and exit interview with departing students and their parents to find out why they are leaving CCC. Compile data quarterly to identify trends and share information with school leadership and staff. Use the insights obtained to improve retention efforts.					?
Strategy 2: Have teachers, staff and administrators consistently articulate and enforce clear expectations regarding student attendance, performance and behavior. Communicate expectations to students and parents early and often and identify ways to increase their buy-in and accountability					?
Strategy 3: Restructure seminar periods to allot more time for teacher-student-parent interactions, progress assessments and career planning.					?

Goal #1: Student Performance

Objective 9: The Construction Careers Center will retain more students at every grade level by establishing and implementing standards for effective faculty – student interactions, classroom management and building operations.
(MISP Standard ?)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 4: Increase non-education related interaction opportunities for students and staff to enhance their relationships and deepen positive connections.					?
Strategy 5: Identify students at-risk of dropping out or being put out because of poor attendance, performance and / or conduct. Develop family-student-teacher-administrator support teams to provide these students with needed academic assistance, counseling and family services.					?
Strategy 6: Publicly recognize and celebrate students' successful completion of grade level standards to encourage more of the same among the student body and to reinforce an atmosphere of achievement.					?
Strategy 7: All Students will be assigned to the same Seminar teacher over their 4 years at CCC in order to foster deeper relationships.					?

Goal #1: Student Performance Objective 10: The Construction Careers Center will increase the number of high-level and college preparatory classes that CCC offers, including AP courses and two years of foreign language. (MISP Standard ?)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: The Curriculum Team will create course description for all available courses					?
Strategy 2: The Curriculum Team will create a needs analysis / student interest survey on desired courses among the students					?

Goal #1: Student Performance

Objective 11: CCC will enhance school discipline policies / procedures to better prevent and control negative student behavior. (MISP Standard ?)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: Conduct training for all building staff, teachers, administrators and stakeholders on school discipline policies and procedures. Review enforcement practices and infractions consequences.					?
Strategy 2: Review discipline policies, enforcement practices and infractions consequences with students and their parents annually to set expectations, facilitate understanding and secure buy-in.					?
Strategy 3: Use the Response to Intervention (RTI) model to develop interventions and counseling supports for at-risk students who are chronically misbehaving. Adopt a team-based approach (students, parents, faculty, and administrator) in working with students.					?
Strategy 4: Collaborate with local universities, behavioral health providers, and family support organizations to augment the counseling and social services that CCC provides its students and their families.					?

Goal #1: Student Performance Objective 11: CCC will enhance school discipline policies / procedures to better prevent and control negative student behavior. (MISP Standard ?)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 5: Enhance and expand CCC's student mentoring program with local community groups so that it provides more positive male and female role-models to students at early grade levels and career coaches / mentors to students in advanced grades.					?
Strategy 6: Form a discipline advisory council comprised of administrators, teachers, students, and parents.					?

Goal #1: Student Performance

Objective 12: CCC will develop a high performance learning culture that supports academic achievement and good conduct at every audience –level (students, teachers, administrators, board members, parents, industry partners, etc.).
(MISP Standard ?)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: Increase the number of the number of students eligible for dual enrollment opportunities through CCC's articulation agreement with St. Louis Community College.					?
Strategy 2: Establish partnerships with colleges and universities that enable CCC upperclassman to participate in summer classes and enrichment programs.					?
Strategy 3: Publicly recognize students' positive academic performance, conduct and accomplishments.					?
Strategy 4: Identify and pursue the resources CCC needs to provide facilities capable of supporting basic and advanced science instruction like chemistry and engineering labs.					?
Strategy 5: Secure more internship opportunities for upperclassmen so more students get meaningful exposure to the construction industry and other areas or professional interest. Publicly recognize					?

Goal #1: Student Performance Objective 12: CCC will develop a high performance learning culture that supports academic achievement and good conduct at every audience –level (students, teachers, administrators, board members, parents, industry partners, etc.). (MISP Standard ?)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
employers who participate in this program in collateral materials, school promotions, and parent and community outreach.					

Goal #2: Highly Qualified Staff Objective 1: 100% of new staff members will participate in the New Teacher Mentoring Program during their first two years at CCC. (MISP Standard 6.3, 6.5, 6.7)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: Title IIA Teacher Mentors will conduct monthly observations and meetings with all 1 st and 2 nd year staff members to assist in improving instructional, assessment, and classroom management strategies as well as other areas identified by individual professional development plans.					6.3, 6.4, 6.7
Strategy 2: An annual review of the New Teacher Mentoring Program will be conducted to identify strengths, weaknesses,, and plan improvements for the upcoming school year.					6.3, 6.5, 6.7

Goal #2: Highly Qualified Staff

Objective 2: 75% of CCC Charter High School teachers will be using multiple teaching strategies to support their curriculum maps that include clearly linked content, skills, and assessments. (MISP Standard 6.3, 6.5, 6.7)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: All staff will be trained on curriculum mapping and will have online access to create and revise curriculum maps.					6.3, 6.4, 6.7
Strategy 2: All staff members will be introduced to brain-based learning strategies and will have access to supplemental instructional materials					6.3, 6.4, 6.7
Strategy 3: All staff will be invited to differentiate instruction strategies to differentiate instruction strategies workshops that are conducted during staff professional development days.					6.3, 6.4, 6.7
Strategy 4: Title Ila paid instructional coordinators and Title I paid Curriculum Leadership Team Members will receive relevant professional development to lean the latest and most effective methods for differentiating instruction across the curriculum and conduct workshop for staff members during early release and full day professional					6.4, 6.7

Goal #2: Highly Qualified Staff

Objective 2: 75% of CCC Charter High School teachers will be using multiple teaching strategies to support their curriculum maps that include clearly linked content, skills, and assessments. (MISP Standard 6.3, 6.5, 6.7)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
development sessions.					
Strategy 5: The Curriculum Leadership Team will review master curriculum maps for all courses and provide support to staff regarding the most appropriate differentiated instruction strategies and assessments to help improve student achievement.					6.4, 6.5, 6.7
Strategy 6: Title Ila funds will be used t pay for substitute teachers when staff members are attending relevant professional development workshops on curriculum mapping, instructional and assessment strategies ad data analysis or for Instructional Coordinators to conduct observations and follow-up conferences with teachers.					6.5, 6.7
Strategy 7: CCC will use Title I funds to purchase ASCD Institutional Memberships for all staff members in order to provide ongoing professional development					6.5, 6.7, 7.3

Goal #2: Highly Qualified Staff Objective 2: 75% of CCC Charter High School teachers will be using multiple teaching strategies to support their curriculum maps that include clearly linked content, skills, and assessments. (MISP Standard 6.3, 6.5, 6.7)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
resources.					
Strategy 8: CCC Title Ila paid Instructional Coordinators will partner with team members fro the University of Central Missouri to conduct classroom observations and use findings to identify and provide needed professional development that will strengthen teachers instructional leadership and classroom management.					6.5, 6.7
Strategy 9: All staff members will develop individual professional development plans that advance professional growth, set personalized benchmarks for success and monitor progress.					6.5, 6.7

Goal #2: Highly Qualified Staff

Objective 3: Provide professional development resources and support that equips teachers with the skills, knowledge, and practical experiences they need to prepare students for academic and workplace success. (MISP Standard 6.3, 6.5, 6.7)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: Administrators will conduct more frequent classroom observations / assessments and will use their findings to identify needed professional development that will strengthen teachers instructional leadership.					6.5, 6.7
Strategy 2: All staff members will develop personal professional development plans that advance professional growth, set personalized benchmarks for success and monitor progress.					6.7
Strategy 3: Require all staff members to participate in diversity and cultural competency training.					7.6
Strategy 4: Allow teachers to rotate summer / 5 th term off so they can engage in relevant professional development and job shadowing.					6.7, 7.3, 7.6

Goal #2: Highly Qualified Staff Objective 3: Provide professional development resources and support that equips teachers with the skills, knowledge, and practical experiences they need to prepare students for academic and workplace success. (MISP Standard 6.3, 6.5, 6.7)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 5: Establish teacher-industry mentoring initiatives that strengthen faculty members technical knowledge and the application of this knowledge in their classrooms.					6.7, 7.3

Goal #2: Highly Qualified Staff

Objective 4: CCC will institute a benefits' structure that encourages improved teacher performance and bolsters the retention of highly qualified faculty. (MISP Standard ?)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: Provide staff with tuition reimbursement for the continuing education n credits, training and credentials that they obtain to enhance their classroom effectiveness.					?
Strategy 2: Institute a formal career advancement program for teachers that is linked to compensation, create an incentive program that rewards excellent teachers who improved student performance based upon test scores, reviews and evaluations, offer a competitive salary structure and non-pecuniary benefits.					?
Strategy 3: Establish inclusive evaluation practices that involve teachers in the development of their performance goals, desired outcome measures, and progress monitoring.					?

Goal #2: Highly Qualified Staff

Objective 5: CCC will foster the wide spread dissemination and adoption of best practices in instruction and classroom management across all academic disciplines. (MISP Standard?)

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: Use Teacher and student performance data and classroom observations to identify best practices in instruction and classroom management already in place at CCC. Share findings with Faculty and replicate practices where possible.					?
Strategy 2: Administration and Faculty establish a method for collecting, reviewing, prioritizing and sharing innovative instructional ideas. Publicly recognizing these ideas and practices that noticeably improve student performance.					?
Strategy 3: Research and visit high performing career and technical education schools to identify best practices that can replicated at CCC.					?
Strategy 4: Secure the resources needed to ensure that teachers have the textbooks and tools they need to promote student learning.					?

Goal #2: Highly Qualified Staff Objective 6: 100% of CCC Charter High School Teaching Staff will be considered highly qualified by the State of Missouri. (Missouri Standard 5.1)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: Title IIa and / or Title I funds will be used to support staff members in meeting the goals of their individual professional development plans in order to become Highly qualified.					5.1, 6.7

Goal #3: Facilities, Instructional Support and Programs Objective 1: Annually replace up to 20% of computer labs units with computers meeting Project lead the way minimum standards. (MISP Standard 6.4)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: Title I and / or Title II funds will be used purchase computers for the student computer labs that are capable of running advanced software packages.					6.4
Strategy 2: create a computer replacement plan that budgets for upgrading all computers through a 6 year cycle.					6.4

Goal #3: Facilities, Instructional Support and Programs Objective 2: Purchase High-capacity laser printers for the 1st and 2nd floor computer labs.					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy I : Title I and / or Title II funds will be used purchase upgraded high-capacity laser printers for the 1 st and 2 nd floor computer labs.					

Goal #3: Facilities, Instructional Support and Programs
Objective 3: Provide 100% of classrooms with a staff computer that is compatible with a SMARTboard and capable of running Windows XP or higher.

Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: All staff members will be introduced to brain-based learning strategies and will have access to supplemental instructional materials.					
Strategy 2: Title I and / or Title II funds will be used purchase computers for staff members capable of working with a SMARTboard and running Windows XP or higher.					
Strategy 3: Title I and / or Title II funds will be used purchase SMARTboards and / or supplemental tools that can be used to differentiate instruction in relation to current CCC instructional improvement initiatives.					
Strategy 4: Create a computer replacement plan that budgets for upgrading all computers through a 6 year cycle.					

Goal #3: Facilities, Instructional Support and Programs
Objective 4: Develop a sound Sustainable financial plan.

Baseline Data						
Year	Total Expenditures	Reserve Balance	Gain (Loss)	Adjusted ADA	Expenditure per ADA	Expense / Reserve
2006	\$2,621,997	\$651,508	(\$60,122)	300.3	\$8,732	25%
2007	\$2,949,997	\$503,070	(\$76,407)	321.0	\$9,190	17%
2008	\$3,896,483	\$477,337	(\$26,993)	431.0	\$9,041	12%
2009	\$4,033,379	\$366,680	(\$91,123)	392.0	\$10,289	9%
2010	\$4,189,483	\$398,807	(\$157,876)	358.0	\$11,702	10%
Projected Improvement						
Year	Total Expenditures	Reserve Balance	Gain (Loss)	Adjusted ADA	Expenditure per ADA	Expense / Reserve
2011	\$4,345,340	\$514,838	\$148,158	400	\$10,863	12%
2012	\$4,480,903	\$572,358	\$57,520	400	\$11,202	13%
2013	\$4,556,847	\$599,327	\$26,970	400	\$11,392	13%
2014	\$4,638,066	\$590,917	(\$8,410)	400	\$11,595	13%
2015	\$4,744,571	\$522,298	(\$68,619)	400	\$11,861	11%

Goal #3: Facilities, Instructional Support and Programs Objective 5: Develop and implement Strategies to Improve Financial condition of CCC						
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard	
Strategy 1: The administration and board will work together to draft a budget that produces a reserve balance of at least 10% of the total expenditures for each budget year.						
Strategy 2: The administration and board will seek local, state and federal revenues sufficient to meet the anticipated expenditures each year.						
Strategy 3: The administration and board will monitor expenditures monthly to operate within the annual budget.						
Strategy 4: The administration and board will adjust staffing patterns to adequate meet the needs of pupils enrolled.						
Strategy 5: The administration and staff will actively recruit and retain an adequate number of pupils to support the expenses associated with operating the school.						

Goal #3: Facilities, Instructional Support and Programs					
Objective 5: Develop and implement Strategies to Improve Financial condition of CCC					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 6: The administration and staff will increase the average daily attendance of students enrolled at the school to increase the revenues available to the school.					
Strategy 7: The administration and staff will identify all students eligible for free and reduced lunch, special populations to increase the adjusted average daily attendance.					
Strategy 8: The administration and staff will identify and seek local, state and federal resources available to assist the school to meet established goals.					

Goal #4: Parent & Community Involvement Objective 1: CCC will obtain a surplus of quality applicants from which to choose by strengthening school marketing and outreach efforts to prospective students, their families, influencers and community stakeholders. (MISP Standard ?)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: Brand CCC as the home of the best career and technical education in the region. Emphasize students rigorous preparation for college and work.					?
Strategy 2: Conduct a marketing survey and focus groups with existing student and their families to find out what drove their enrollment decisions, what they value most about the school, and how they and their cohorts obtain educational information. Use the insights generated to help shape CCC's marketing efforts.					?
Strategy 3: Establish a recruitment and outreach committee comprised of internal stakeholders and external allies that works with staff to raise CCC's visibility in the community; organize community outreach efforts; and establish CCC as a premier youth and family resource.					?

Goal #4: Parent & Community Involvement Objective 1: CCC will obtain a surplus of quality applicants from which to choose by strengthening school marketing and outreach efforts to prospective students, their families, influencers and community stakeholders. (MISP Standard ?)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 4: Form partnerships with after school programs serving middle school ages children that want to expose their students to the construction trades / industry. Recruit prospective applicants from these partners. Use local after school programs and clubs as feeder programs.					?
Strategy 5: Continue to promote CCC aggressively to public, private, and charter feeder schools.					?
Strategy 6: Develop targeted promotions and special outreach events for likely school allies like construction workers and their families; current students' siblings, friends and families; and community groups in CCC's immediate vicinity.					?

Goal #4: Parent & Community Involvement Objective 2: CCC will increase levels of parental involvement and communication over the previous school year through an increased number of parent events, Parent-Teacher Conferences, phone and written communications. (MISP Standard 7.5, 8.1, 8.8)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: CCC will host monthly parent nights in order to conduct discussions with parents on the current state of the school in regards to academics, attendance, and extended opportunities.				7.5, 8.1, 8.8	
Strategy 2: CCC will supply a quarterly newsletter to parents via the CCC website to inform them about the success stories at the school as well as upcoming events.				7.5, 8.1, 8.8	
Strategy 3: The school Reach contact system will be used to send phone messages to the homes of all students to inform parents of the latest news or upcoming events.				7.5	

Goal #4: Parent & Community Involvement Objective 3: Increase students' exposure to the industry (inside and outside the classroom) in order to expand their desire to remain involved in construction. (MISP Standard 7.3, 7.6)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: Develop a menu of involvement activities for construction companies that is updated on an annual basis					7.3, 7.6
Strategy 2: Inventory and routinely update student field trip opportunities.					7.3, 7.6
Strategy 3: Inventory and routinely update internship opportunities not only with the trades, but also with construction consumers, industry associations and interested construction companies.					8.1, 8.2

Goal #5: Governance Objective 1: Develop monitor and periodically update a Strategic Plan to ensure that CCC is consistently progressing towards its vision. (MISP Standard 8.1, 8.2)					
Strategies, Actions Steps	Person Responsible	Start date / End Date	Benchmarks	Completion / Evidence	MISP Standard
Strategy 1: A Vital Factors Report will be given at Each Board of Education meeting to report on five areas identified in the Strategic plan; Student Achievement, Student Recruitment & Retention, Staff Recruitment & Retention, Parent Involvement, and Industry Involvement.					8.1, 8.2



SAINT LOUIS PUBLIC SCHOOLS

Date: April 8, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Enos K. Moss, CFO/Treasurer

VENDOR SELECTION METHOD:

☒	RFP/Bid	_____
☐	Sole Source	_____
☐	Contract Renewal	Previous Bd. Res. # _____
☐	Ratification	_____

Agenda Item: _____
Information: _____
Conference: _____
Action: _____

☐	☐	☐	☒
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04-29-10-13

SUBJECT:

To approve the purchase of a School Board Management Liability insurance policy from State National Insurance (doing business as HISCOX). The policy is being purchased through Marsh USA, the District's insurance broker. The period of the policy will be fourteen (14) months to move the expiration date to coincide with the District's fiscal year. The coverage will be for the period 5/1/10 to 6/30/11 at a cost not to exceed \$169,465.

BACKGROUND:

Through our insurance broker, Marsh USA, quotes were requested from five (5) insurance carriers who write School Board Management Liability coverage. Three of the insurance carriers declined to quote. The other carrier, Chartis, provided a quote with a much higher deductible, but could not quote a program with the current \$250,000 per occurrence deductible.

After negotiations, State National Insurance Company (HISCOX) has provided renewal terms that are the same level as the current year. The annual premium is \$145,214 and the fourteen month premium is \$169,465.

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	93	MSIP:	8.3
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

Fund Source:	110	-	2514	-	6353	-	970	-	00	GOB	Requisition #:
Amount:	\$	169,465.00									
Fund Source:	-	-	-	-	-	-	-	-	-		Requisition #:
Amount:											
Fund Source:	-	-	-	-	-	-	-	-	-		Requisition #:
Amount:											
Cost not to Exceed:	\$	169,465.00	☒	Pending Funding Availability		Vendor #:	600002438				

Department: Risk Management

Requestor: Kevin Coyne

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

MARSH



MARSH MERCER KROLL
GUY CARPENTER OLIVER WYMAN

St. Louis Public School District FINPRO Proposal

March 22, 2010

Prepared by: Alex Shparber - Tel: (312) 627-6686 Fax: (312) 627-6311 E-mail: Aleksandr.Shparber@marsh.com

500 W. Monroe
Chicago, IL 60661

www.marsh.com

Marsh is part of the family of MMC companies, including Kroll, Guy Carpenter, Mercer Human Resource Consulting (including Mercer Health & Benefits, Mercer HR Services, and Mercer Global Investments), and the Oliver Wyman Group (including Lippincott and NERA Economic Consulting).

St. Louis Public School District FINPRO Insurance Proposal

March 22, 2010

FINPRO

About Marsh

The companies of MMC are among the world's leading global advice and solutions providers in risk, strategy and human capital. Through our expertise and commitment to excellence, we are dedicated to managing risk, maximizing growth, and creating value for our clients and share- holders. With colleagues in more than 100 countries, we help clients identify, plan for and respond to critical business issues and risks.

With 24,000 employees and annual revenues approaching \$5 billion Marsh serves more clients in more industries worldwide than any firm in our industry. We work with businesses, public entities, organizations, and private clients in over 100 countries. We see risk — and its accompanying opportunities — in all its permutations. And our experience in helping clients turn risk into competitive advantage is unrivalled.

The Marsh Financial and Professional (FINPRO) division is a team of over 800 professionals worldwide (400 in the US) who are full-time brokers in the financial and professional coverages. Our mission is to guarantee world-class advice by understanding our client's businesses and unique financial and professional risks. We then advocate client interests and implement customized solutions using the full benefit of Marsh FINPRO's global resources.

FINPRO's traditional signature coverages include Directors' and Officers' Liability, Employment Practices Liability, Professional Liability, Fiduciary Liability, Crime Insurance and Kidnap and Ransom. The FINPRO motto is "Clients First." Applying all of our resources to serve as your company's advocate is the essence of our profession.

St. Louis Public School District FINPRO Insurance Proposal

FINPRO

March 22, 2010

Management Liability Executive Summary

We approached various carriers on St Louis Public School District's behalf.

Hiscox is offering a flat renewal quote at \$145,214 for an annual premium at the expiring deductibles of \$75K. They will also be able to write the coverage for a 14 month policy period through 07/01/11 for \$169,465.

Hiscox has also indicated an option with \$500K deductibles for \$100K annual premium.

Chartis is also indicating an option with \$500K deductibles for around \$95K annual premium.

ACE, AWAC and HCC declined to offer any terms.

This proposal represents a synopsis of coverage options and is provided as reference only. The actual quotations and policies, including endorsements, should be reviewed as they contain exclusions, limitations or other provisions not referenced here and should be reviewed for full coverage terms, conditions and requirements

KEVIN - NOTE ABOVE FOR PREMIUM FOR
EXTENDED POLICY. I WILL INCLUDE
SEPARATELY FOR YOU

St. Louis Public School District

FINPRO Insurance Proposal

FINPRO

March 22, 2010

D&O/EPL 5/1/2010 to 5/1/2011

Expiring Policy

Insurer: **Hiscox (A VIII)**
Admitted

Limit of Liability	Premium	Comm Rate
\$5,000,000	\$145,214	15.00%
Deductible(s)/Retention(s)		
\$75,000 D&O		Prior & Pending Date(s)
\$75,000 Entity		05/01/09 D&O
\$75,000 EPL		05/01/09 Entity
\$200,000 Mass Class Action		05/01/09 EPL
\$75,000 3rd Party EPL		05/01/09 3rd Party

Quotes

Insurer: **Hiscox (A VIII)**
Admitted

Limit of Liability	Premium	Comm Rate
\$5,000,000	\$145,214	15.00%
Deductible(s)/Retention(s)		
\$75,000 D&O		Prior & Pending Date(s)
\$75,000 Entity		05/01/09 D&O
\$75,000 EPL		05/01/09 Entity
\$200,000 Mass Class Action		05/01/09 EPL
\$75,000 3rd Party EPL		05/01/09 3rd Party

Indications

Insurer: **Hiscox (A VIII)**
Admitted

Limit of Liability	Premium	Comm Rate
\$5,000,000	\$100,000	15.00%
\$500,000 D&O		
\$500,000 Entity		
\$500,000 EPL		
\$500,000 Mass Class Action		
\$500,000 3rd Party EPL		

Insurer: **Chartis (A XV)**
Admitted

Limit of Liability	Premium	Comm Rate
\$5,000,000	\$95,000	
\$500,000 D&O		
\$500,000 Entity		
\$500,000 EPL		
\$500,000 Mass Class Action		
\$500,000 3rd Party EPL		

Declinations

St. Louis Public School District FINPRO Insurance Proposal

FINPRO

March 22, 2010

D&O/EPL 5/1/2010 to 5/1/2011

Declinations

Insurer: **ACE (A+ XV)**
Admitted

Limit of Liability	Premium	Comm Rate
\$0	\$0	0.00%

Not Comfortable With Insureds' Financial Position

Insurer: **Allied World Group (A XV)**
Admitted

Limit of Liability	Premium	Comm Rate
\$0	\$0	0.00%

Not Comfortable With Insureds' Financial Position

Insurer: **HCC Global (A+ XIV)**
Admitted

Limit of Liability	Premium	Comm Rate
\$0	\$0	0.00%

Does Not Write This Class Of Business

Liability coverages are written on a CLAIMS-MADE basis which means they will only cover claims first made against Insureds during the Policy Period or the Extended Reporting Period (if purchased) and Reported to the carrier within the time provision allocated in the policy. The Limit of Liability available to pay settlements or judgments may be reduced by defense expenses. Additional policy limit options may be available upon request.

Coverage and Insurance Market Overview

Directors and officers are highly vulnerable to personal financial loss as a result of claims made against them. Claims can be brought against the directors, officers and the organization from potential claimants such as customers, clients, consumer groups, competitors, government / regulatory agencies, employees and investors. D&O insurance provides coverage for claims that directors and officers may be held personally liable for as well as claims against the organization for alleged mismanagement, negligence, errors, omissions, misstatements, misleading statements and misrepresentation. Board members and management face exposures in the course of their daily operations as well as in activities such as mergers and acquisitions. In most cases the liability of the individual directors and officers is protected by indemnification offered through the organization, but instances may arise where indemnification may not be sufficient due to legal limitation on its availability or financial restraints on the organization. Directors and Officers Liability Insurance (D&O) reduces the liability exposure not only of the individual directors and officers, but also the organization to the extent the organization may indemnify losses incurred by such individuals. Furthermore, talented individuals are reluctant to serve on the board of an organization without the security that they are protected from personal liability.

Over the past decade, the world of employment-related litigation has expanded dramatically. Once a relatively minor issue in financial terms, it has evolved into one of the most serious threats to the stability of organizations everywhere, no matter their industry or size. Title VII of the Civil Rights Act of 1964 laid the foundation for employee rights. It prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin. The Civil Rights Act of 1991 amended this bedrock legislation by allowing for jury trials and for plaintiffs' ability to seek compensatory and punitive damages. In addition, changing social, economic, political, and cultural factors have combined to give employees a greater awareness of their rights in the workplace. Today, record numbers of federal and state employment-related lawsuits clog the nation's courts.

The Directors and Officers Liability insurance marketplace has become more favorable to the insurance buyer from both a pricing and coverage standpoint. Increased competition among leading D&O insurers as well as new entrants into the marketplace has stabilized pricing and improve coverage terms. Continuing EPL losses have impaired the ability of insurers

St. Louis Public School District FINPRO Insurance Proposal

FINPRO

March 22, 2010

D&O/EPL

5/1/2010 to 5/1/2011

to write this coverage prudently. The resulting hard market over the past few years was characterized by insurance priced sharply higher, raised deductibles and reduced coverage enhancements. Since the beginning of 2004, there has been a deceleration of price increases. However, underwriters still adhere to a very diligent underwriting process. They are particularly focused on certain industries that are more exposed to class action activity. Companies in these industries will likely experience higher deductibles and premiums



SAINT LOUIS PUBLIC SCHOOLS

Date: April 7, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Enos K. Moss, CFO/Treasurer

VENDOR SELECTION METHOD:

☐	RFP/Bid	_____
☐	Sole Source	_____
☐	Contract Renewal	Previous Bd. Res. # _____
☐	Ratification	_____

Agenda Item: _____
Information: _____
Conference: _____
Action: _____

☐	☐	☐	☒
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04-29-10-14

SUBJECT:

To request approval of the FY2010-2011 General Operating Budget.

BACKGROUND:

The FY2010-2011 General Operating Budget aligns expenditures with projected revenues per RSMo 67.010 which states that "In no event shall the total proposed expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year."

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	77	MSIP:	8.5.4
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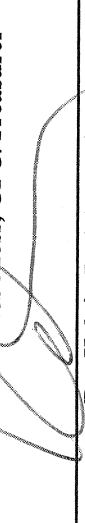
FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

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

Department: Finance

Requestor: Enos Moss


Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



SAINT LOUIS PUBLIC SCHOOLS

Date: April 5, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Enos K. Moss, CFO/Treasurer

VENDOR SELECTION METHOD:

☐	RFP/Bid	_____
☐	Sole Source	_____
☐	Contract Renewal	Previous Bd. Res. # _____
☐	Ratification	_____

Agenda Item: _____
Information: _____
Conference: _____
Action: _____

☐	☐	☐	☒
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04-27-10-15

SUBJECT:

To not approve the request from the Public School Retirement System of the City of St. Louis for a cost-of-living-adjustment (COLA) of 3% for retirees in the Public School Retirement System. The SLPS annual regular contribution to fund the Public School Retirement System including the COLA for retirees in 2010 is \$18,300,847. The annual regular contribution without funding a COLA is \$16,790,176. The differential is \$1,510,671.

BACKGROUND:

According to the Executive Summary of the Valuation Report, the amount of the SLPS contribution to fund the SLPS annual regular contribution and a 3% COLA for retirees in 2010 is \$18,300,847. The amount of the SLPS annual regular contribution without funding a COLA in 2010 is \$16,790,176.

The cost of the COLA increase was not included in the proposed budget, and therefore would result in a budget bust of \$1,510,671.

CSIP:	Goal #	_____	Row #	_____	MSIP:	_____
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

Fund Source:	-	-	-	-	Requisition #:	_____
Amount:						
Fund Source:	-	-	-	-	Requisition #:	_____
Amount:						
Fund Source:	-	-	-	-	Requisition #:	_____
Amount:						
Cost not to Exceed:	\$	1,510,671.00		Pending Funding Availability	Vendor #:	_____

Department: Finance

Requestor: Enos Moss

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Enos K. Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

PUBLIC SCHOOL RETIREMENT SYSTEM
OF THE CITY OF ST. LOUIS

3641 OLIVE STREET, SUITE 300 ♦ ST. LOUIS, MO 63108-3601

OFFICE OF THE
EXECUTIVE DIRECTOR

PHONE: (314) 534-7444
FAX: (314) 533-0531

November 16, 2009

Mr. Richard Sullivan, CEO
Special Administrative Board
St. Louis Public Schools
801 North 11th Street, Room 800
St. Louis, MO 63101

Re: Annual Contribution for 2010 due by December 31, 2010

Dear Mr. Sullivan:

The Board of Trustees approved the annual Actuarial Valuation Report for the Public School Retirement System of the City of St. Louis ("the retirement system") fiscal year beginning January 1, 2009, at a special board meeting on September 30, 2009. Enclosed please find the Executive Summary, a Report on COLA Cost and the Actuarial Valuation Report.

At the meeting on September 30, 2009, a resolution passed *for the Board of Trustees to recommend to SLPS the adoption of the 3% cost-of-living-adjustment (COLA) option in the 2010 contribution rates*, for all qualified annuitants (copy of meeting minutes enclosed). To qualify, a current annuitant must have been paid a pension benefit on January 1, 2009. The COLA would become effective with the monthly pension payments on July 1, 2010.

The school board has full discretion whether or not retirees will receive a COLA. This decision is typically based on the dollar amount of the annual contributions the school board authorizes the St. Louis Public Schools (SLPS) to pay the retirement system for a given year. According to the Report on COLA Cost, the amount of the SLPS contribution to fund a 3% COLA for annuitants in 2010 is **\$18,300,847** (9.03% of covered compensation).

The amount of the SLPS annual regular contribution without funding a COLA in 2010 is **\$16,790,176** (8.27% of covered compensation). Please note that neither amount includes any reimbursements due the retirement system for payments under the Regular or RIF (reduction in force) Sick Leave Conversion Program. Payment of the SLPS annual regular contribution is due to the retirement system by **December 31, 2010**.

Mr. Richard Sullivan
November 16, 2009
Page 2

Please keep in mind that retirees have received only one COLA since 2002; in 2006, qualified annuitants received a relatively low 2.5% COLA beginning with their July pension benefits. Please consider this during the decision-making process.

Once the Special Administrative Board has reached its decision regarding the amount of the approved 2010 annual contribution, please let me know whether or not retirees will receive a COLA. Please do not hesitate to contact me directly at 314-534-7444 ext. 3015 or waclark@psrsstl.org if you have any questions or require additional information.

Sincerely,



Andrew Clark
Executive Director

Enclosures as noted

Cc: Members of the SLPS Special Administrative Board
 Members of the SLPS Elected Board of Education
 PSRSSTL Board of Trustees
 Office of Special Administrative Board and Board of Education Operations
 Enos Moss, SLPS CFO/Treasurer



SAINT LOUIS PUBLIC SCHOOLS

Date: April 7, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Sharonica Hardin, Chief Human Resource Officer

VENDOR SELECTION METHOD:

☒	RFP/Bid	014-0910
☐	Sole Source	
☐	Contract Renewal	Previous Bd. Res. #
☐	Ratification	

Agenda Item:
Information:
Conference:
Action:

☐	☐	☐	☒
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04-29-10-16

SUBJECT:

To approve Automated Data Processing, Inc. (ADP) as the vendor of choice for Dependent Audit Services. The Dependent Audit will identify dependents currently covered under the District's medical plan who are not eligible. The audit will begin after board approval and be concluded by 7/1/2010. The cost for this program will not exceed \$24,074.00.

BACKGROUND:

St. Louis Public Schools is currently facing a significant deficit. With the recent renewal of benefit plans, the district received a 16% increase in medical premiums. The District has not conducted a dependent audit of its members. However, there have been several occasions the District has become aware of individuals who were not eligible to be covered under its plan and as a result removed them. While the audit will not have an immediate impact on medical premiums, over time, with the removal of in eligible dependents, the District will realize a reduction in its experience rating which will transform in to cost savings on premiums. ADP has offered a performance guarantee which will result in a significant savings to the district in the amount of \$136,000 if they are unable to identify and remove 45 ineligible dependents.

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	154	MSIP:	5.1
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

Fund Source:	-	-	-	-	Requisition #:	
Amount:	\$	24,074.00				
Fund Source:	-	-	-	-	Requisition #:	
Amount:						
Fund Source:	-	-	-	-	Requisition #:	
Amount:						
Cost not to Exceed:	\$	24,074.00	☒	Pending Funding Availability	Vendor #:	

Department: Human Resources

Requestor:

Sharonica Hardin, Chief Human Resource Officer

Patricia Canada

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

RFP Selection of Vendor for Dependent Audit Services

The RFP process resulted in eight (8) bona fide proposals, from which, four finalists were interviewed by the Joint Benefit Committee and Procurement. Following these meetings, references were contacted for feedback. The Committee decision was made to select ADP as the Dependent Audit Services vendor. The decision was based upon their demonstration of ability to provide the service as needed by SLPS, their cost of service and the references provided by other large organizations. This contract has a cost to the District not to exceed \$24,074 in the current fiscal year.



SAINT LOUIS PUBLIC SCHOOLS

Date: April 7, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Sharonica Hardin, Chief Human Resource Officer

VENDOR SELECTION METHOD:

☐	RFP/Bid	_____
☐	Sole Source	_____
☐	Contract Renewal	Previous Bd. Res. # _____
☒	Program Approval	_____

Agenda Item: _____
Information: _____
Conference: _____
Action: _____

☐	☐	☐	☒
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04-29-10-17

SUBJECT:

To approve an Early Retirement Incentive Program (ERIP) in an effort to reduce the number of actual reductions in force, as well as create a cost savings for the District.

BACKGROUND:

St. Louis Public Schools is currently facing a significant deficit. In order to reduce the deficit the District will need to reduce cost in all areas, including staffing. In order to reduce the number of staff which maybe impacted by a reduction in force, the District would like to offer a ERIP. By end of School year on June 30, 2010 there will be 632 employees who are eligible for the ERIP, with 306 employees who meet the Rule of 85, 272 employees meet the requirement of having at least 5 years of service and are at least 60 years of age and 54 employees meet the normal retirement criteria, (Age 65 with 5 years of service). Four Hundred and thirty nine of the 632 employees are Certificated staff. The program will be offered on a first come basis and will only be offered if a minimum of 250 employees elect the program but will not exceed 400 employees electing. Offering an ERIP will allow the district to reduce cost associated with recruitment and reduce unemployment claims and cost associated with increase insurance premiums due to increase unemployment claims.

CSIP:	Goal #	SLPS Goal #3 - Resource	Row #	152	MSIP:	2.1.1
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

Fund Source:	-	-	-	-	Requisition #:	_____
Amount:						
Fund Source:	-	-	-	-	Requisition #:	_____
Amount:						
Fund Source:	-	-	-	-	Requisition #:	_____
Amount:						
Cost not to Exceed:	\$	-	X	Pending Funding Availability	Vendor #:	

Department: Human Resources

Requestor: Patricia Canada

Angela Banks
Angela Banks, Interim Budget Director
Enos Moss, CFO/Treasurer
Dr. Kelvin R. Adams, Superintendent

Sharonica Hardin, Chief Human Resource Officer

Attachment "A"

School District	Incentive Offered	Number of Employees Accepting
Afton	Board paid health, dental, life & vision for 3yrs (cost not provided)	Less than 1%
Bayless	\$8,429.88 per yr based on years of service (20 - 29 yrs will receive three year payout \$7500 plus \$400 dental based on yrs (benefit only offered to those enrolled in medical plan(30 or more yrs will receive 3yr payout if)	No one accepted this year
Ferguson Florissant	\$16,000 per year over 3years if 10 or more yrs. (employees with 20yos but less than 31 yrs will receive an additional \$8000 toward medical, dental, vision and life or option of \$1200 annuity in lieu of insurance)	Not available
Kirkwood	\$40,000 over three years (Administrators and Certified staff only)	10-15/per year
Pattonville	\$7000 for insurance premiums or cash per year based on years of service(26 yos or more 3 year payout)	Not available
St. Charles	\$4500 for insurance premiums based on years of service (26 or more yos 3 yr payout)	Not available
Troy	Certified payment of \$9000 plus up to \$6000 toward health insurance for 3 yrs(certified staff with 5 years or service or more eligible) \$6215 per year for 3 years (certified staff with 25 yos eligible and must have completed 7 years with district)	Not available
Union	\$20,000 one time payout (Certified employees only includes Principals and Assistant Principals)	Unknown
Washington		Will not know until 4/5 level of participation
Kansas City		

ASSUMPTIONS

% Eligible/Replaced	Certificated	Administrators	Non-Certificated
% of Eligible Retiring	30.0%	30.0%	30.0%
% of Retirees Replaced	50.0%	50.0%	50.0%

ERI Benefit	Certificated	Administrators	Non-Certificated	Number of Years
5-19 YOS	\$14,000	\$14,000	\$11,000	2
20-29 YOS	\$18,000	\$18,000	\$14,000	2
30+ YOS	\$25,000	\$25,000	\$17,000	2
30+ YOS - \$ per YOS	\$0	\$0	\$0	

Replacement Cost: Avg. Starting Salary

Step A	Step B	Step C	Step D	Step E
Certificated	\$40,000.00	\$40,800.00	\$41,616.00	\$42,448.32
Administrators	\$65,000.00	\$66,300.00	\$67,626.00	\$68,978.52
Non-Certificated	\$28,000.00	\$28,840.00	\$29,993.60	\$31,193.34

Avg. Salary Growth	Step B	Step C	Step D	Step E
Certificated	0.00%	2.00%	2.00%	2.00%
Administrators	0.00%	2.00%	2.00%	2.00%
Non-Certificated	0.00%	3.00%	4.00%	4.00%

RESULTS

3- Year Net Savings/(Cost)	\$14,670,479
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Annual Net Savings/(Cost)	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	5-Year
Rule of 85	\$1,491,026	\$1,491,026	\$2,906,526	\$2,881,230	\$2,855,428	\$11,625,234
Age 65 + 5 YOS	\$297,989	\$297,989	\$465,389	\$460,493	\$455,499	\$1,977,360
Age 60 + 5 YOS	\$1,379,929	\$1,379,929	\$2,182,529	\$2,159,681	\$2,136,376	\$9,238,446
Administrators						
Rule of 85	\$232,878	\$232,878	\$416,378	\$411,074	\$405,664	\$1,698,874
Age 65 + 5 YOS	\$24,376	\$24,376	\$32,776	\$32,776	\$32,776	\$147,080
Age 60 + 5 YOS	\$180,889	\$180,889	\$264,589	\$260,611	\$256,554	\$1,143,532
Non-Certificated						
Rule of 85	\$130,879	\$130,879	\$444,079	\$432,543	\$420,546	\$1,558,927
Age 65 + 5 YOS	\$9,865	\$9,865	\$45,325	\$44,172	\$42,972	\$152,200

Age 60 + 5 YOS	\$67,394	\$67,394	\$3,815,226	\$3,815,226	\$282,434	\$272,052	\$261,254	\$950,529
Total			\$3,815,226	\$3,815,226	\$7,040,026	\$6,954,632	\$6,867,069	\$28,492,181

DATA FROM SLPs OFFICE OF HUMAN RESOURCES - ELIGIBLE AS OF 6/30/2010					
Number of Eligible Employees					
Rule of 85		Age 65 + 5 YOS		Age 60 + 5 YOS	
Certificated	211	41	187	439	
Administrators	27	2	20	49	
Non-Certificated	68	11	65	144	
Total		306	54	272	632
Avg. Salary of Eligible Employees					
Rule of 85		Age 65 + 5 YOS		Age 60 + 5 YOS	
Certificated	\$65,898	\$57,739	\$59,268	\$62,312	
Administrators	\$84,145	\$54,627	\$77,248	\$80,125	
Non-Certificated	\$35,906	\$22,474	\$27,795	\$31,218	
Weighted Avg.		\$60,843	\$50,440	\$53,069	\$56,608

	ERI Payout Cost					Certificated				
		FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15				
Certificated	Age 65 + 5 YOS	\$240,000	\$240,000	\$244,800	\$249,696	\$254,690				
Certificated	Age 60 + 5 YOS	\$1,120,000	\$1,120,000	\$1,142,400	\$1,165,248	\$1,188,553				
Administrators										
Administrators	Rule of 85	\$260,000	\$260,000	\$265,200	\$270,504	\$275,914				
Administrators	Age 65 + 5 YOS	\$0	\$0	\$0	\$0	\$0				
Administrators	Age 60 + 5 YOS	\$195,000	\$195,000	\$198,900	\$202,878	\$206,936				
Non-Certificated										
Non-Certificated	Rule of 85	\$280,000	\$280,000	\$288,400	\$299,936	\$311,933				
Non-Certificated	Age 65 + 5 YOS	\$28,000	\$28,000	\$28,840	\$29,994	\$31,193				
Non-Certificated	Age 60 + 5 YOS	\$252,000	\$252,000	\$259,560	\$269,942	\$280,740				
Total		\$3,615,000	\$3,615,000	\$3,692,900	\$3,778,294	\$3,865,857				
Certificated	Rule of 85	\$1,440,300	\$1,440,300	\$1,440,300	\$0	\$0				
Certificated	Age 65 + 5 YOS	\$172,200	\$172,200	\$172,200	\$0	\$0				
Certificated	Age 60 + 5 YOS	\$825,000	\$825,000	\$825,000	\$0	\$0				
Administrators										
Administrators	Rule of 85	\$188,700	\$188,700	\$188,700	\$0	\$0				
Administrators	Age 65 + 5 YOS	\$8,400	\$8,400	\$8,400	\$0	\$0				
Administrators	Age 60 + 5 YOS	\$87,600	\$87,600	\$87,600	\$0	\$0				
Non-Certificated										
Non-Certificated	Rule of 85	\$321,600	\$321,600	\$321,600	\$0	\$0				
Non-Certificated	Age 65 + 5 YOS	\$36,300	\$36,300	\$36,300	\$0	\$0				
Non-Certificated	Age 60 + 5 YOS	\$222,600	\$222,600	\$222,600	\$0	\$0				
Total		\$3,302,700	\$3,302,700	\$3,302,700	\$0	\$0				

FIVE YEAR RETIREMENT TREND ANALYSIS

ATTACHMENT "C"

Month	2005	2006	2007	2008	2009	*2010
Jan	12	13	16	19	10	7
Feb	9	3	9	6	12	7
Mar	5	2	4	8	3	3
April	4	2	13	7	5	7
May	5	4	8	6	4	1
June	1	46	13	15	6	1
July	177	78	194	180	48	15
August	41	36	39	13	9	2
Sept	14	7	13	7	19	0
Oct	11	6	12	6	3	0
Nov	6	2	5	6	6	0
Dec	7	4	8	7	4	0
Total	292	203	334	280	129	43

*2010 Retirements are as of today. Employees can still complete an application with the Retirement Board for the months of May thru December 2010.