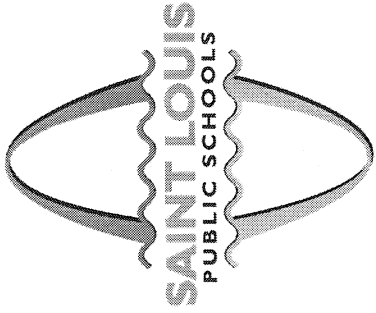




BOARD MEETING

THURSDAY, AUGUST 5, 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

ST. LOUIS PUBLIC SCHOOLS

SPECIAL ADMINISTRATIVE BOARD MEETING

THURSDAY, AUGUST 5, 2010 – 4PM

ADMINISTRATIVE BUILDING

801 N. 11TH STREET

EXECUTIVE SESSION AGENDA

1. Call to Order
2. Roll Call
3. Motion to go into Closed Session
4. Personnel Matters
5. Real Estate Matters
6. Legal Matters
7. Superintendent's Report
8. Adjournment and Motion to go into Open Session

NOTES:

[illegible]

Meeting Agenda

ST. LOUIS PUBLIC SCHOOLS

SPECIAL ADMINISTRATIVE BOARD MEETING

THURSDAY, AUGUST 5, 2010 – 6:00PM

ADMINISTRATIVE BUILDING-801 N. 11TH STREET

AGENDA

- ## 1) Call to Order

- ## 2) Roll Call

- ### 3) Pledge of Allegiance

- #### 4) Public Comments

- ## 5) Superintendent's Report

- ### a) Information Items

- Back-to-School Update

- 2009-2010 Academic Summary

- Financial Update

- ### b) Action Items

- Consent Agenda

- ## 7) Board Member Updates

- ## 8) Adjournment

NOTES:

[illegible]

Consent Agenda

**ST. LOUIS PUBLIC SCHOOL DISTRICT
SUPERINTENDENT'S REPORT
August 5, 2010**

- 1.0 Preliminary
- 1.1 CONSENT AGENDA
- 1.2 Information Items Only
- a) Back-to-School Update
 - b) 2009-2010 Academic Summary
 - c) Financial Update
- 1.3 Business Items – Action Required
- a) Consent Agenda
- 08-05-10-01** To approve the June 2010 Monthly Budget Transaction Report.
FUNDING SOURCE: Does not apply
- 08-05-10-02** To approve the rescission of District Policy P5144.1 and the adoption of the School Violence Intervention Policy to replace the rescinded policy as draft by the Safety and Risk Management Committee.
FUNDING SOURCE: There is no cost associated with this request
- 08-05-10-03** To amend the current school name and/or program of Mallinckrodt Academy of Basic Instruction, Busch Academic and Athletic Academy and Humboldt School beginning the 2010-2011 school year.
FUNDING SOURCE: There is no cost associated with this request
- 08-05-10-04** To approve the designation of Henry Elementary School as a Pilot School beginning the 2010-2011 school year.
FUNDING SOURCE: There is no cost associated with this request
- 08-05-10-05** To approve a contract with Cheryl V. Ward to serve as Manager of the St. Louis Plan for the period August 6, 2010 through June 30, 2011 at a cost not to exceed \$52,000, pending funding availability.
FUNDING SOURCE: GOB (Funds subsidize by Desegregation Funds)
- 08-05-10-06** To approve a sole source contract renewal with International Institute to provide substitute teachers for the Adult Education Literacy classes for the period August 6, 2010 through June 30, 2011 at a cost not to exceed \$12,000, pending funding availability.
FUNDING SOURCE: NON-GOB
- 08-05-10-07** To approve a sole source contract renewal with International Institute to provide on-site supervision of the Adult Education and Literacy classes for the period August 6, 2010 through June 30, 2011 at a cost not to exceed \$6,000, pending funding availability.
FUNDING SOURCE: NON-GOB
- 08-05-10-08** To approve a sole source contract renewal with Urban Strategies for a certified teacher at the Jefferson School for the adult education literacy classes for the period August 6, 2010 through June 30, 2011 at a cost not to exceed \$5,000, pending funding availability.
FUNDING SOURCE: NON-GOB
- 08-05-10-09** To approve a contract renewal for year two, August 6, 2010 through June 30, 2011, with a third year option with Career Cruising. This contract is for license fees and training and support services that will be intended for middle and high school students at a cost not to exceed \$24,370.00, pending funding availability.
FUNDING SOURCE: NON-GOB

- 08-05-10-10** To approve a contract renewal for year two, that includes contract modification, with Schoolnet for the period August 6, 2010 through June 30, 2011 for software license, test bank license and support service fees at a cost not to exceed \$390,000, pending funding availability.
FUNDING SOURCE: GOB
- 08-05-10-11** To approve the purchase of physical education equipment, i.e., jump ropes, hula hoops, bean bags, low intensity tennis balls, etc., from School Specialty, S&S Worldwide, Johnny Mac Sporting Goods and Sport Supply Group, Inc. at a total combined cost not to exceed \$40,000, pending funding availability.
FUNDING SOURCE: GOB
- 08-05-10-12** To approve the sale or disposal of surplus property at the district's Warehouse. If approved, the sale or disposal will occur July 23, 2010 through June 30, 2011.
FUNDING SOURCE: There is no cost associated with this request
- 08-05-10-13 (WALK-ON)** To ratify approval for funding for the informational materials and related expenses for Proposition S at a total cost not to exceed \$120,000.
FUNDING SOURCE: GOB

AUGUST 19, 2010 ITEMS FOR CONSIDERATION

- 08-19-10-01** To approve the language in the Student Code of Conduct Handbook for the school year 2010-2011.
FUNDING SOURCE: There is no cost associated with this request
- 08-19-10-02** To approve a contract amendment with Abbott Ambulance, Inc. in the amount of \$4,000 for ambulance services for all high school varsity and junior varsity football games. The original contract was approved for \$15,000. The dates of service will remain the same, August 15, 2010 through December 1, 2010 with the total cost of this contract now being \$19,000.
FUNDING SOURCE: GOB
- 08-19-10-03** To approve a contract amendment with the Institute for Family Medicine in the amount of \$4,000 for the services of a medical director for the District's Health Services Office. The original contract was approved for \$8,000. The dates of service will remain the same, July 1, 2010 through June 30, 2010 with the total cost of this contract now being \$12,000.
FUNDING SOURCE: GOB
- 08-19-10-04** To ratify approval of a contract renewal with Chartwells Food Service to provide food services to the District's schools for the period July 1, 2010 through June 30, 2011, (unless terminated by either party without cause by giving a sixty (60) days notice in writing to the other party with its intent to do so) at an amount not to exceed \$13,349,848.
FUNDING SOURCE: NON-GOB
- 08-19-10-05** To ratify approval of a membership renewal with the Missouri School Boards Association (MSBA) for the period July 1, 2010 to June 30, 2011 in the amount of \$15,000.
FUNDING SOURCE: GOB
- 08-19-10-06** To approved payment of the Missouri State High School Activities Association (MSHSA) membership dues for the period September 1, 2010 through August 31, 2011 in the amount of \$22,510.
FUNDING SOURCE: GOB
- 08-19-10-07** To approve a new Board Whistleblower Policy to establish a method of reporting fraud and other breaches of conduct within the St. Louis Public Schools.
FUNDING SOURCE: There is no cost associated with this request

August 5, 2010



SAINT LOUIS PUBLIC SCHOOLS

Date: July 9, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Enos Moss, CFO/Treasurer

VENDOR SELECTION METHOD:

☐ RFP/Bid

☐ Sole Source

☐ Contract Renewal

☒ Financial Report

Previous Bd. Res. #:

Agenda Item: 08-05-10-01

Information: ☐

Conference: ☐

Action: ☒

SUBJECT:

Monthly Transaction Report for June 2010.

BACKGROUND:

CSIP: Goal 2: Process Performance Row: 73 MSIP: 8.5.1

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:

Requestor:

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

ST. LOUIS BOARD OF EDUCATION

PAGE:

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Monthly Budget Report
 Dates: 06-01-2010 - 06-30-2010
 Fiscal Year: 2009 - 2010

110-INCIDENTAL

1 SAP Hierarchy Doc #: 0501667409
 SAP Entry Doc #: 0501667371

From:	110-2522	-	820-00-110	-	6112	75,000.00-
	110-2522	-	820-00-110	-	6241	13,300.36-
	110-2522	-	820-00-110	-	6211	10,515.80-
	110-2522	-	820-00-110	-	6261	9,076.58-
	110-2522	-	820-00-110	-	6242	602.16-
	110-2522	-	820-00-110	-	6245	526.96-
	110-2522	-	820-00-110	-	6246	258.76-
	110-2522	-	820-00-110	-	6243	180.40-
	110-2522	-	820-00-110	-	6244	39.60-
	110-2522	-	820-00-110	-	6244	39.60-
	110-2522	-	820-00-110	-	6244	180.40-
To:	110-1225	-	828-00-110	-	6244	39.60
	110-1225	-	828-00-110	-	6243	180.40
	110-1225	-	828-00-110	-	6246	258.76
	110-1225	-	828-00-110	-	6245	526.96
	110-1225	-	828-00-110	-	6246	258.76
	110-1225	-	828-00-110	-	6245	526.96
	110-1225	-	828-00-110	-	6242	602.16
	110-1225	-	828-00-110	-	6261	9,076.58
	110-1225	-	828-00-110	-	6211	10,515.80
	110-1225	-	828-00-110	-	6241	13,300.36
	110-1225	-	828-00-110	-	6113	75,000.00

Control No: B-1697
 From Amount: 109,500.62
 To Amount: 109,500.62
 Text: Cover salary for Summer Windels and Erin Sander.

2 SAP Hierarchy Doc #: 0501654330
 SAP Entry Doc #: 0501654292

From:	110-2411	-	440-00-110	-	6371	115.00-
To:	110-2411	-	440-00-110	-	6384	115.00
Control No:	B-1543					
From Amount:						115.00-
To Amount:						115.00

Text: Travel and professional development expenses for Melanie Adams to attend the MSBA Conference, 6/11-6/12/10.

ST. LOUIS BOARD OF EDUCATION

PAGE:

2

Monthly Budget Report
 Dates: 06-01-2010 - 06-30-2010
 Fiscal Year: 2009 - 2010

3 SAP Hierarchy Doc #: 0501654434
 SAP Entry Doc #: 0501654396

From:	110-2411	-	307-00-110	-	6371	
To:	110-2411	-	307-00-110	-	6383	
Control No:	B-1760					
From Amount:	2,421.40-					
To Amount:	2,421.40					

Text: B-1760 Reallocating \$2,420.40 to pay flight tickets
 #7466441099-7466441105 & #7466441169. Carr Lane Staff flights
 cancelled due to budget freeze. Participants: Brenda Smith, Suzanne
 Jarrell, Julia Kaiser, Eric Langley, William Taylor, Brown Imboden,

4 SAP Hierarchy Doc #: 0501667427
 SAP Entry Doc #: 0501667389

From:	110-2411	-	117-00-110	-	6371	
To:	110-2411	-	117-00-110	-	6383	
Control No:	B-1715					
From Amount:	60.97-					
To Amount:	60.97					

Text: B-1715 - Reallocating \$60.97 to reimburse Sylvia Shead, Michelle
 Phillips, and Samantha Smith for travel expenses. They attended the
 ASCD Conference in San Antonio, TX from 03/05/10-03/08/10.

5 SAP Hierarchy Doc #: 0501667430
 SAP Entry Doc #: 0501667392

From:	110-2411	-	323-00-110	-	6371	
To:	110-2411	-	323-00-110	-	6383	
Control No:	B-1712					
From Amount:	398.23-					
To Amount:	398.23					

Text: B-1712 - Reallocating \$398-23 to reimburse Jimmie Hope Walker for
 travel expenses. She attended the Missouri Music Educators
 Conference in Lake of the Ozarks, Missouri from Jan 27-30.

ST. LOUIS BOARD OF EDUCATION

Monthly Budget Report

Dates: 06-01-2010 - 06-30-2010

Fiscal Year: 2009 - 2010

6 SAP Hierarchy Doc #: 0501654372
SAP Entry Doc #: 0501654334

From:	110-2551	-	918-00-110	-	6341
To:	110-2558	-	918-00-110	-	6344
Control No:	B-1642				
From Amount:	300,000.00-				
To Amount:	300,000.00				
Text: To pay transportation invoices for First Student Bus Co.					

7 SAP Hierarchy Doc #: 0501654331
SAP Entry Doc #: 0501654293

From:	110-2223	-	981-L3-110	-	6441
To:	110-2625	-	981-8L-110	-	6361
Control No:	B-1646				
From Amount:	145,000.00-				
To Amount:	145,000.00				
Text: To pay past due invoices for AT&T bills.					

8 SAP Hierarchy Doc #: 0501654332
SAP Entry Doc #: 0501654294

From:	110-2828	-	981-54-110	-	6319
To:	110-2625	-	981-8L-110	-	6361
Control No:	B-1647				
From Amount:	245,000.00-				
To Amount:	245,000.00				
Text: To pay past due invoices for AT&T.					

245,000.00-
245,000.00

Monthly Budget Report
 Dates: 06-01-2010 - 06-30-2010
 Fiscal Year: 2009 - 2010

120-INCIDENTAL

1 SAP Hierarchy Doc #: 0501654438
 SAP Entry Doc #: 0501654400

From:	110-2411	-	314-00-110	-	6371	
To:	120-1211	-	314-55-120	-	6143	
Control No:	B-1756					
From Amount:	847.35-					
To Amount:	847.35					
Text: B-1756 Reallocating \$847.35 to fund Cheryl Jackson Team Leader						
Worksheet. Budget Freeze Approved 06.02.2010. Moving Monies from						
Fund 110 to 120 (Extra Service).						

ST. LOUIS BOARD OF EDUCATION
Monthly Budget Report
Dates: 06-01-2010 - 06-30-2010
Fiscal Year: 2009 - 2010

220-EARLY CHILDHOOD SPED

1 SAP Hierarchy Doc #: 0501654346
SAP Entry Doc #: 0501654308

To: 220-1243 - 828-00-220 - 6341
Control No: B-1601
From Amount: 0.00
To Amount: 371,000.00
Text: Reimbursable funds for the Early Childhood Special Education transportation area.

ST. LOUIS BOARD OF EDUCATION
Monthly Budget Report
Dates: 06-01-2010 - 06-30-2010
Fiscal Year: 2009 - 2010

230-TITLE I IASA 09-10

1 SAP Hierarchy Doc #: 0501667402
SAP Entry Doc #: 0501667364

From:	230-1127	-	814-AM-230	-	6371	141,508.43-
To:	230-1127	-	814-AM-230	-	6244	21.41
	230-1127	-	814-AM-230	-	6243	97.01
	230-1127	-	814-AM-230	-	6246	214.46
	230-1127	-	814-AM-230	-	6242	323.29
	230-1127	-	814-AM-230	-	6245	496.12
	230-1127	-	814-AM-230	-	6261	2,702.00
	230-1127	-	814-AM-230	-	6241	7,015.15
	230-1127	-	814-AM-230	-	6231	8,291.00
	230-1127	-	814-AM-230	-	6211	15,834.77
	230-1127	-	814-AM-230	-	6111	106,513.22
Control No:	B-1725					
From Amount:	141,508.43-					
To Amount:	141,508.43					

Text: B-1725 Transfer to support salary/benefits for Director of State and Federal Programs.

2 SAP Hierarchy Doc #: 0501667407
SAP Entry Doc #: 0501667369

From:	230-1127	-	814-AM-230	-	6371	106,513.22-
To:	230-1127	-	814-AM-230	-	6371	275.00-
	230-1127	-	814-AM-230	-	6111	275.00
	230-1127	-	814-AM-230	-	6386	106,513.22
Control No:	B-1696					
From Amount:	106,788.22-					
To Amount:	106,788.22					

Text: Cover Payroll deficit and set up mileage for Dr. Cox.

ST. LOUIS BOARD OF EDUCATION

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Monthly Budget Report
 Dates: 06-01-2010 - 06-30-2010
 Fiscal Year: 2009 - 2010

3 SAP Hierarchy Doc #: 0501667424
 SAP Entry Doc #: 0501667386

From:	230-2213	-	814-BS-230	-	6319
To:	230-1127	-	814-AM-230	-	6319
Control No:	B-1701				
From Amount:	50,000.00-				
To Amount:	50,000.00				
Text: B-1701 - Transfer to Support Contractual Instruction Costs.					

4 SAP Hierarchy Doc #: 0501671230
 SAP Entry Doc #: 0501671192

From:	230-1127	-	814-AM-230	-	6371
To:	230-1127	-	814-AM-230	-	6641
Control No:	B-1736				
From Amount:	683,691.96-				
To Amount:	683,691.96				
Text: Transfer Title I funds to increase indirect cost for title I funds.					

5 SAP Hierarchy Doc #: 0501654370
 SAP Entry Doc #: 0501654332

From:	230-1127	-	814-AM-230	-	6371
To:	230-1256	-	814-A2-230	-	6344
Control No:	B-1664				
From Amount:	200,000.00-				
To Amount:	200,000.00				
Text: Transfer needed to support Title I Supplemental Educational Services and After School Programs at various locations.					

From:	To:	Control No:	From Amount:	To Amount:	Text: Adjust allocations for extra-service pay, and clear deficits and temporary salaries.
230-2261	230-2261	B-1685	61,231.19-	61,231.19	
- 814-BF-230	- 814-BF-230		- 6121		
- 814-BF-230	- 814-BF-230		- 6149		
- 814-BF-230	- 814-BF-230		- 6371		
- 814-BF-230	- 814-BF-230		- 6371		
- 814-BF-230	- 814-BF-230		- 6371		
- 814-BF-230	- 814-BF-230		- 6261		
- 814-BF-230	- 814-BF-230		- 6231		
- 814-BF-230	- 814-BF-230		- 6143		
- 814-BF-230	- 814-BF-230		- 6371		
- 814-BF-230	- 814-BF-230		- 6123		
230-2261	230-2261			35,443.60-	
22,391.54-	22,391.54-			3,100.00-	
3,100.00-	3,100.00-			237.15-	
58.90-	58.90-			58.90	
58.90	58.90			237.15	
3,100.00	3,100.00			22,391.54	
22,391.54	22,391.54			35,443.60	

Text: Adjust allocations for extra-service pay, and clear deficits and temporary salaries.

ST. LOUIS BOARD OF EDUCATION

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Monthly Budget Report
 Dates: 06-01-2010 - 06-30-2010
 Fiscal Year: 2009 - 2010

250-ADULT BASIC ED 09-10

1 SAP Hierarchy Doc #: 0501654365
 SAP Entry Doc #: 0501654327

From:	250-1611	- 026-97-250	- 6421	
To:	250-1611			
Control No:	B-1661			
From Amount:	0.00			
To Amount:	215.00			
Text: Additional appropriation for Project 97-AEL-Special Literacy grant				
#SPL28 to match DESSE budget sheets.				

2 SAP Hierarchy Doc #: 0501654367
 SAP Entry Doc #: 0501654329

From:	250-1612	- 026-00-250	- 6384	
To:	250-1612	- 026-00-250	- 6383	
Control No:	B-1657			
From Amount:	4,000.00-			
To Amount:	4,000.00			
Text: Travel expenses for Rhonda Jones, Adult Basic Ed. Supv., to				
attend the MAACCE Conference on June 25, 2010 in Osage Beach, MO.				

3 SAP Hierarchy Doc #: 0501654368
 SAP Entry Doc #: 0501654330

From:	250-1611	- 026-00-250	- 6541	
To:	250-1612	- 026-00-250	- 6383	
Control No:	B-1662			
From Amount:	2,000.00-			
To Amount:	2,000.00			
Text: Travel expenses for Rhonda Jones, Adult Basic Ed. Supv., to				
attend the MAACCE Conference on June 25, 2010 in Osage Beach, MO.				

ST. LOUIS BOARD OF EDUCATION

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Monthly Budget Report
 Dates: 06-01-2010 - 06-30-2010
 Fiscal Year: 2009 - 2010

4 SAP Hierarchy Doc #: 0501654364
 SAP Entry Doc #: 0501654326

To: 250-2425 - 026-97-250 - 6261
 250-2425 - 026-97-250 - 6231
 250-2425 - 026-97-250 - 6143
 Control No: B-1661
 From Amount: 0.00
 To Amount: 2,078.00
 Text: Additional appropriation for Project 97-AEL-Special Literacy grant
 #SPL28 to match DESSE budget sheets.

5 SAP Hierarchy Doc #: 0501654369
 SAP Entry Doc #: 0501654331

From: 250-1612 - 026-00-250 - 6383
 To: 250-2425 - 026-00-250 - 6383
 Control No: B-1663
 From Amount: 1,000.00-
 To Amount: 1,000.00
 Text: Travel expenses for Rhonda Jones, Adult Basic Ed. Supv., to attend
 the MAACE Conf. on 6/25/10 in Osage Beach.

ST. LOUIS BOARD OF EDUCATION
Monthly Budget Report
Dates: 06-01-2010 - 06-30-2010
Fiscal Year: 2009 - 2010

270-PL 94-142 SPED 09-10

1 SAP Hierarchy Doc #: 0501667410
SAP Entry Doc #: 0501667372

From:	270-1232	-	828-00-270	-	6311
To:	270-1511	-	828-00-270	-	6371
Control No:	B-1723				
From Amount:	276,240.43-				
To Amount:	276,240.43				
Text: B-1723 Transfer funds to allocate proportionate share for non-public program.					

From:	To:	Control No:	From Amount:	To Amount:	Text:
290-1394	- 826-KZ-290	- 6411	100.00-	100.00	
290-1394	- 826-KZ-290	- 6383	100.00-	100.00	
					To transfer funds to pay for travel reimbursement.
					B-1753

ST. LOUIS BOARD OF EDUCATION

Monthly Budget Report
 Dates: 06-01-2010 - 06-30-2010
 Fiscal Year: 2009 - 2010

620-TITLE VI 09-10

1	SAP Hierarchy Doc #: 0501671225	SAP Entry Doc #: 0501671187	To:	620-1177	-	976-AD-620	-	6641	Control No:	B-1734	From Amount:	0.00	To Amount:	77,703.13	Text: To set up additional appropriations for 620 Title II - Title IV funds per DESSE.
2	SAP Hierarchy Doc #: 0501671224	SAP Entry Doc #: 0501671186	To:	620-2214	-	859-YJ-620	-	6312	Control No:	B-1734	From Amount:	0.00	To Amount:	179,229.87	Text: To set up additional appropriations for 620 Title II - Title IV funds per DESSE.
3	SAP Hierarchy Doc #: 0501671228	SAP Entry Doc #: 0501671190	To:	620-2214	-	814-T3-620	-	6312	Control No:	B-1734	From Amount:	0.00	To Amount:	161,946.00	Text: To set up additional appropriations for 620 Title II - Title IV funds per DESSE.

ST. LOUIS BOARD OF EDUCATION

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Monthly Budget Report
 Dates: 06-01-2010 - 06-30-2010
 Fiscal Year: 2009 - 2010

4 SAP Hierarchy Doc #: 0501671226
 SAP Entry Doc #: 0501671188

To:	620-3411	-	838-JI-620	-	6312	25,869.64
Control No:	B-1734					
From Amount:					0.00	
To Amount:					73,772.14	
Text: To set up additional appropriations for 620 Title II - Title IV funds						
per DESSE,						

5 SAP Hierarchy Doc #: 0501671227
 SAP Entry Doc #: 0501671189

To:	620-3411	-	976-JI-620	-	6641	4,708.86
Control No:	B-1734					
From Amount:					0.00	
To Amount:					4,708.86	
Text: To set up additional appropriations for 620 Title II - Title IV funds						
per DESSE,						

1 SAP Hierarchy Doc #: 0501654349
SAP Entry Doc #: 0501654311

OL:

[illegible]

From Amount: To Amount:

0.00
2,236.60

Text: Appropriation for the Home Visits Grant at Henry, Stix, Dunbar and Budder Elementary Schools.

2 SAP Hierarchy Doc #: 0501654373
SAP Entry Doc #: 0501654335

10

Control No:	From Amount:	To Amount:
B-1644	0.00	1,677.45
730-3315	- 448-N1-730	- 6261
730-3315	- 488-N1-730	- 6261
730-3315	- 593-N1-730	- 6261
730-3315	- 448-N1-730	- 6261
730-3315	- 488-N1-730	- 6231
730-3315	- 593-N1-730	- 6231
730-3315	- 448-N1-730	- 6231
730-3315	- 488-N1-730	- 6231
730-3315	- 593-N1-730	- 6143
730-3315	- 448-N1-730	- 6143
730-3315	- 488-N1-730	- 6143
		510.40
		9.70
		9.70
		39.05
		39.05
		510.40
		510.40
		510.40

ST. LOUIS BOARD OF EDUCATION

Monthly Budget Report

Dates: 06-01-2010 - 06-30-2010

Fiscal Year: 2009 - 2010

Text: Correction to the appropriation for the Home Visits Grant for Henry, Stix, Dunbar and Buder Schools.

ST. LOUIS BOARD OF EDUCATION

Monthly Budget Report
Dates: 06-01-2010 - 06-30-2010
Fiscal Year: 2009 - 2010

740-SCHOOLSTITECASHSUB

1 SAP Hierarchy Doc #: 0501654344
SAP Entry Doc #: 0501654306

To:	740-1672	- 036-00-740	- 6261		9.62
	740-1672	- 036-00-740	- 6231		38.72
	740-1672	- 036-00-740	- 6143		506.16
Control No:	B-1593				
From Amount:	0.00				
To Amount:	554.50				
Text: Appropriate tuition received from 036 Nottingham Community Education Center.					



SAINT LOUIS PUBLIC SCHOOLS

Date: July 8, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Enos K. Moss, CFO/Treasurer

VENDOR SELECTION METHOD:

☐	RFP/Bid
☐	Sole Source
☒	Board Policy Change
☐	Ratification

Agenda Item:
Information:
Conference:
Action:

☐	☐	☒
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08-05-10-02

SUBJECT:

To approve the rescission of District Policy P5144.1 and the adoption of the School Violence Intervention Policy to replace the rescinded policy. The School Violence Intervention Policy has been drafted by the Safety and Risk Management Committee as one of the priority items to improve District Safety.

BACKGROUND:

The School Safety and Discipline Policy has been drafted as one of the priority objectives of the Safety and Risk Management Committee. The Policy continues to prohibit corporal punishment, but allows the use of physical restraint when other means of preventing or stopping a breach of discipline have proved ineffective.

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	126	MSIP:	6.6.1 & 6.6.3
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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: Risk Management

Requestor: Kevin Coyne

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

P5144.1

ST. LOUIS BOARD OF EDUCATION POLICY
STUDENTS
ELEMENTARY, MIDDLE AND SECONDARY
Welfare

Discipline/Punishment - Corporal Punishment

Corporal punishment of any kind is not permitted in the St. Louis Public Schools. Any employee who uses physical force or the threat of physical force as a means of student discipline or punishment shall be subject to disciplinary action, including discharge.

References

cf: Board Policy P5144

Legal: Section 160.261 RSMo.

Policy adopted: January 22, 1991

Revised: December 07, 1999

[\[Home \]](#) [\[Article 0 \]](#) [\[Article 1 \]](#) [\[Article 2 \]](#) [\[Article 3 \]](#) [\[Article 4 \]](#) [\[Article 5 \]](#)
[\[Article 6 \]](#) [\[Article 7 \]](#) [\[Article 8 \]](#) [\[Article 9 \]](#) [\[Updates \]](#)

GOVERNING BOARD POLICY

P5144.1 SCHOOL VIOLENCE INTERVENTION POLICY

The SLPS District has the authority ¹ to manage student conduct by promoting good order and implementing disciplinary practices in a manner which is consistent with state law. School officials are authorized to hold students accountable for misconduct in school, on school property, during school-sponsored activities and for conduct away from school or in nonschool activities which affect school discipline.

Students may forfeit their right to a public school education by engaging in conduct prohibited in the SLPS Student Code of Conduct Handbook and related provisions. Disciplinary consequences include, but are not limited to, withdrawal of school privileges (athletics, intramurals, student clubs and activities and school social events); the assignment of the student to another school; removal for up to ten (10) school days by school principals; extension of suspensions for a total of 180 days by the Superintendent/Designee; and longer term suspension and /or expulsion from school by the Board of Education.

The District will provide annual staff development training to all staff concerning the District's discipline regulations and their implementation. Annual training will also include, but will not be limited to, approved methods of dealing with school violence, discipline of students with disabilities, and the requirements of student confidentiality.

A. SLPS Board of Education Policy- Corporal Punishment

SLPS District employees and volunteers are prohibited from administering corporal punishment to students attending the SLPS schools, and from causing such punishment to be administered.

B. SLPS Board of Education Policy- Physical Restraint

Physical restraint will be used only when other means of preventing or stopping a breach of discipline have proved ineffective. Trained staff members, regardless of their level of training, may, use justifiable physical restraint of a student if it is deemed reasonably necessary to²:

1. Prevent the student from hurting himself/herself.
2. Protect others.
3. Protect the staff members' well-being.

¹ School officials possess comprehensive authority to prescribe and control conduct of students in the public schools. *Tinker v. Des Moines Indep. Cmty. Sch. Dist.* 393 U.S. 503, 507 (1969). In Missouri, the school board is statutorily authorized to make all rules necessary for the organization, grading, and government of the school district. §171.011, RSMo 2000. Disruptive conduct on school premises can be prohibited by school officials to provide an environment conducive for learning. *Streeter v. Hundley*, 580 S.W.2d 282, 286 (Mo. Banc 1979).

² Restraint is defined as an act, which may be forceful in nature, of holding back, limiting or controlling someone or something.

As relates to this policy, Corporal Punishment is the use of or threat of physical force for the purposes of discipline or punishment. Furthermore, the use of physical restraint by trained staff shall not be considered as Corporal Punishment.

Physical restraint which is administered in accordance with this section shall not be deemed corporal punishment as defined in Section A. above.

In the above cases physical restraint is justified when it is an alternative to a greater harm. When necessary, it should be applied without anger and as a restraint rather than as retaliation.

Trained staff members are permitted to use only the minimum amount of restraint reasonably necessary to accomplish the preventive measures required.

If a staff member uses physical restraint on a student, the following must be done:

1. Report the incident to the Building Administrator immediately.
2. Prepare a written comprehensive report detailing the reason for using physical restraint, the type and manner of physical restraint, the amount of force used in the physical restraint.
3. The comprehensive report must be prepared within 24 hours.
4. The comprehensive report shall be forwarded to Building Administrator, Office of the Superintendent, Director of School Safety and Security.
5. The Building Administrator shall follow all regular District reporting procedures for external agencies as required by District Policies.



SAINT LOUIS PUBLIC SCHOOLS

Date: July 12, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Blake Youde, Dep. Supt. - Institutional Advancement

VENDOR SELECTION METHOD:

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

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

08-05-10-03

SUBJECT:

Request approval to amend the current school and/or program names of three St. Louis Public Schools starting in the 2010-2011 school year. The name change requests are made at this time in order to publish the 2011-2012 St. Louis Magnet Schools Application Brochure, which is to be ready for distribution on October 1, 2010.

BACKGROUND:

School 1: Mallinckrodt Academy of Basic Instruction to be amended to Mallinckrodt Academy of Gifted Instruction.
School 2: Busch Academic and Athletic Academy to be amended to Busch Middle School of Character and Athletics.
School 3: Humboldt School to be amended to Humboldt Project Construct Continuum School.(Opening in August 2011)

Background Information Attached

CSIP: Goal # _____

Row # _____

MSIP: _____

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

Fund Source:	-	-	-	-	-	Requisition #:	
Amount:							No Cost At This time
Fund Source:	-	-	-	-	-	Requisition #:	
Amount:							
Fund Source:	-	-	-	-	-	Requisition #:	
Amount:							
Cost not to Exceed:	\$	-				Pending Funding Availability	Vendor #:

Department: Recruitment and Counseling Center

Requestor:

Louis F. Kruger

Blake Youde, Dep. Supt. - Institutional Advancement

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

School 1: *Mallinckrodt Academy of Basic Instruction to be amended to Mallinckrodt Academy of Gifted Instruction.*

The Mallinckrodt program was designated to be updated as a result of its program and site review by the Special Administrative Board in January 2009. The change in the program allows the District to meet the demand for elementary gifted education by growing the gifted program in the school while allowing students currently attending to matriculate through 5th grade. The school projects 22 new gifted eligible preschool students and 22 additional gifted kindergarten students for the fall of 2010, to begin classes with the current 194 students attending.

School 2: *Busch Academic and Athletic Academy to be amended to Busch Middle School of Character and Athletics.*

The Busch school will be adding a new "Character Education" component to the athletic focus of the school's program. Principal Robert Lescher has graduated from and been mentored by the Sanford N. McDonnell Endowed Professor of Education and co-director of the Center for Character Education and Citizenship at the University of Missouri St. Louis (UMSL). Five Busch staff members are attending the Summer Institute for Character Education at UMSL, with a third Busch staff member to be accepted into the Leadership Academy in Character Education (LACE) program in 2011. LACE will also provide ongoing mentoring and professional development to Busch staff. The school will keep its athletics theme and trained staff will merge the character education training to enhance and improve the instructional programming at the school.

School 3: *Humboldt School to be amended to Humboldt Project Construct Continuum School.*

The District currently operates Early Childhood Center schools at the Stix and the Wilkinson at Roe sites which by design run through 2nd grade using Project Construct Curriculum. The Humboldt Continuum school is being established for the 2011-2012 school year, to provide a site where the 2nd to 3rd grade students from both sites can merge to continue receiving the Project Construct Curriculum, as well as attend grades 3 through 5 with classmates before moving on to middle school. Parents from the Wilkinson and Stix Schools have stated to the SAB a strong desire for a "Continuum" school, and it is intended to help the District hold more students in this program.



SAINT LOUIS PUBLIC SCHOOLS

Date: July 13, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Alice F. Roach, Chief of Staff

VENDOR SELECTION METHOD:

☐	RFP/Bid
☐	Sole Source
☐	Contract Renewal
☒	Pilot School Designation

Agenda Item:
Information:
Conference:
Action:

08-05-10-04

☐
☐
☒

SUBJECT:

To approve the designation of Henry Elementary School as a Pilot School commencing with the 2010-2011 school year.

BACKGROUND:

The District has 5 existing Pilot Schools that were formed as a part of the Superintendent Initiatives to improve Academic Achievement: Froebel, Herzog, Hodgen, Jefferson and Mason. Henry School was selected to be the 6th Pilot School.

Timeline for Pilot School Applications:

January 12, 2010 - Pilot School application Workshop
January 18, 2010 - Announcement & Interest form emailed to all principals
January 27, 2010 - Deadline for submitting interest forms
January 29, 2010 - Pilot School application emailed to interested principals
April 23, 2010 - Submit application proposal to Chief of Staff Office
May 14, 2010 - Acknowledgement of Potential Candidates
June 11, 2010 - Announcement of Acceptance

Application Review Team: Superintendent of Schools, Dr. Kelvin Adams; Chief of Staff, Dr. Alice Roach; and Administrative Assistant, Diance Francis.

CSIP: Goal #

Row #

MSIP:

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 #:

Dr. Alice F. Roach, Chief of Staff

Dr. Kelvin R. Adams, Superintendent



SAINT LOUIS PUBLIC SCHOOLS

Date: July 12, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Sharonica Hardin, Chief Human Resource Officer

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 08-05-10-05
Information: ☐
Conference: ☐
Action: ☒

SUBJECT:

To approve a contract with Cheryl V. Ward to serve as the Manager of the St. Louis Plan at a cost not to exceed \$52,000.00 for the period August 6, 2010 through June 30, 2011.

BACKGROUND:

The term of this Agreement shall be August 6, 2010 through June 30, 2011, subject to termination earlier as provided herein. Throughout this term, employee shall devote employee's full time and best efforts to perform the duties of Manager of the St. Louis Plan, under the supervision of the Chief Human Resources Officer, as hereinafter defined in a professional manner and shall not engage in any other activity in such a manner as to adversely affect the duties assigned to Employee under this Agreement. The Consultant will serve as Manager to District Consulting Teachers and will be instrumental in supporting them as they provide professional development to beginning teachers. The Consultant will continue to refine the evaluation process, provide data collection and work collaboratively with administration to support and retain the finest professional teachers, new or tenured.

CSIP: Goal 1: Performance Row: 94

MSIP: 5.1

8.5.4

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

Fund Source: 110-1151-6319-991-UV	GOB	(Funds Subsidized by Desegregation Funds)
Amount: \$52,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$52,000.00	☒ Pending Funding Availability	Vendor #:

Department: Human Resources

Requestor: Sharonica Hardin

Angela Banks, Interim Budget Director

Sharonica Hardin, Chief Human Resource Officer

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Requisition #: _____ Vendor #: 600013214

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

AND

“Cheryl V. Ward”

THIS CONSULTANT AGREEMENT (“Agreement”) is made and entered into as of the 6th day of August, 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 **“Cheryl V. Ward”** (hereinafter “Consultant”). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 500-50-5556

Address: 4338 Varano Drive, Florissant, MO 63033

Contact Person: Cheryl V. Ward

Telephone Number: (314) 831-1059

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

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

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

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

1. **TERM:** The Consultant shall commence performance of this Agreement on the **6th Day of August, 2010**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30th Day of June 2011**.
2. **SCOPE OF SERVICES:** The Consultant shall provide services described more fully in Attachment “A” Scope of Services attached hereto, incorporated herein, and made a part of this Agreement (“Scope of Services” or “Services”).
3. **PERFORMANCE:** The Consultant agrees to perform the Services set forth herein in Attachment “A” in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of Consultant’s work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Consultant of this responsibility.

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of not to exceed \$ 52,000.00 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:	Sharonica Hardin
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Sharonica Hardin
(c)	Verification of the receipt of all documents produced by Consultant pursuant to the Scope of Services by:	Sharonica Hardin

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 **administrator, Sharonica L. Hardin** 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:
Cheryl V. Ward
4338 Varano Drive
Florissant, MO 63033
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.

26. **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.

Cheryl V. Ward
4338 Varano Drive
Florissant, MO 63033
(314) 831-1059

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

By: Cheryl V. Ward

By: _____

Title: Consultant

Title: _____

Date: 7/8/2010

Date: _____

Tax I.D. No 500-50-5556

ATTACHMENT A

SCOPE OF SERVICES

☒ The Consultant, under the supervision of the Chief Human Resources Officer, will serve as Manager to District Consulting Teachers and will be instrumental in supporting them as they provide professional development to beginning teachers. The Consultant will continue to refine the evaluation process, provide data collection and works collaboratively with administration to support and retain the finest professional teachers, new or tenured.

☒ **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 successful completion of the scope of services.

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# 600013214

Requisition# _____

Purchase Order # _____

Board Resolution# _____

ATTACHMENT B

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

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

Accordingly, your company:

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

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

ATTACHMENT C

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

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

FURTHER AFFIANT SAYETH NOT.

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

Title: _____

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

NOTARY PUBLIC

My commission expires:



SAINT LOUIS PUBLIC SCHOOLS

Date: July 12, 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. #: 06-25-09-11

Agenda Item: 08-05-10-06
Information: ☐
Conference: ☐
Action: ☒

SUBJECT:

To approve a sole source contract renewal with the International Institute in an amount not to exceed \$12,000.00 for substitute teachers in Adult Education and Literacy (AEL) classes for the period August 6, 2010 to June 30, 2011.

BACKGROUND:

International Institute staff provides substitute teachers for AEL classes on-site at the International Institute. The District serves over 1,500 students annually at this location. This is a continuation of an agreement that began in June 2006.

CSIP: Goal 2: Process Performance Row: 42 MSIP: 7.6.2

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

Fund Source: 251-1611- 6319- 00	Non-GOB	Requisition #:
Amount: \$12,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$12,000.00	☒ Pending Funding Availability	Vendor #: 600004143

Department: Adult Ed and Literacy

Requestor: Rhonda Jones

Carlinda Purcell

Dr. Carlinda Purcell, Dep. Supt., Academics

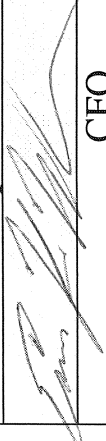
Angela Banks
Angela Banks, Interim Budget Director

Enos Moss
Enos Moss, CFO/Treasurer

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



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Rhonda Jones	Date: July 8, 2010
Department / School: Adult Education & Literacy	Phone Number: 367-5000
<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)	
Supervision and Substitute Teachers for Adult Education and Literacy classes at the International Institute.	
Vendor Name: International Institute	Email: barkera@iistl.org
Vendor Contact: Anita Barker	Phone Number 314-773-9090
Justification Information	
1. Why the uniquely specified goods are required?	
The AEL program provides instructional services for refugees and immigrants at the International Institute. Contracted supervisory and substitute services allows International Institute staff to supervise classes and substitute when teachers are absent to provide smooth operation of the classes. This is more cost effective than placing supervisory staff on site and hiring additional teachers to teach classes during absences.	
2. Why good or services available from other vendors /competitors are not acceptable?	
These activities specified in the contract must take place at the International Institute since that is the location of the classes. AEL students receive other services from International Institute as a part of their resettlement efforts.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
<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

filed



Vendor Performance Report

Type of report: Final ☒ Quarterly ☐		Report Date: 07/09/2010
Dept / School: Adult Education and Literacy		Reported By: Rhonda Jones <i>Rhonda Jones</i>
Vendor: International Institute		Vendor #: 600004143
Contract #10115679 / P.O. #: 4500150480		Contract Name: International Institute (Substitutes)
Contract Amount: \$ 12,000.00		Award Date: 07/01/2009
Purpose of Contract (Brief Description): This is a contract with the International Institute to provide substitute teachers for Adult Education and Literacy at the International Institute for the period of July 2009 to July 30, 2010. Reimbursement for substitutes will be \$20.00 per hour. Substitutes will be AEL certified staff employed by International Institute. Total cost not to exceed \$12,000.00.		
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	Excellent teaching performed by substitutes!
Timeliness of Delivery or Performance	(5) 4 3 2 1	Documentation turned in on a timely manor.
Business Relations	(5) 4 3 2 1	Excellent relations with all staff at the International Institute.
Customer Satisfaction	(5) 4 3 2 1	Excellent!
Cost Control	(5) 4 3 2 1	Very effective.
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period. Please Check Yes ☒ No ☐		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

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

Performance Ratings Guidelines

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

Performance Categories Descriptions

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



SAINT LOUIS PUBLIC SCHOOLS

Date: July 13, 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. #: 06-25-09-10

Agenda Item: 08-05-10-07
Information: ☐
Conference: ☐
Action: ☒

SUBJECT:

To approve a sole source contract renewal with the International Institute in an amount not to exceed \$6,000 for on-site supervision of Adult Education and Literacy (AEL) classes that will be held at the International Institute for the period August 6, 2010 - June 30, 2011.

BACKGROUND:

International Institute staff provide day-to-day supervision of AEL classes on-site. The District serves over 1,500 students annually at this location.

CSIP: Goal 2: Process Performance Row: 42 MSIP: 7.6.2

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

Fund Source: 251-2425-6319-026-00	Non-GOB	Requisition #:
Amount: \$6,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$6,000.00	☒ Pending Funding Availability	Vendor #: 600004143

Department: Adult Ed and Literacy

Requestor: Rhonda Jones

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

Angela Banks
Angela Banks, Interim Budget Director

Elios Moss
Elios Moss, CFO/Treasurer

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



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Rhonda Jones	Date: July 8, 2010
Department / School: Adult Education & Literacy	Phone Number: 367-5000
<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)	
Supervision and Substitute Teachers for Adult Education and Literacy classes at the International Institute.	
Vendor Name: International Institute	Email: barkera@iistl.org
Vendor Contact: Anita Barker	Phone Number 314-773-9090
Justification Information	
1. Why the uniquely specified goods are required?	
The AEL program provides instructional services for refugees and immigrants at the International Institute. Contracted supervisory and substitute services allows International Institute staff to supervise classes and substitute when teachers are absent to provide smooth operation of the classes. This is more cost effective than placing supervisory staff on site and hiring additional teachers to teach classes during absences.	
2. Why good or services available from other vendors /competitors are not acceptable?	
These activities specified in the contract must take place at the International Institute since that is the location of the classes. AEL students receive other services from International Institute as a part of their resettlement efforts.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
<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

312



Vendor Performance Report

Type of report: Final ☒ Quarterly ☐		Report Date: 07/09/2010
Dept / School: Adult Education and Literacy		Reported By: Rhonda Jones <i>Rhonda Jones</i>
Vendor: International Institute		Vendor #: 600004143
Contract #10116183/ P.O/ #: 4500150528		Contract Name: International Institute (supervision)
Contract Amount: \$6,000.00		Award Date: 07/01/2009
Purpose of Contract (Brief Description): This is a contract with the International Institute in an amount not to exceed \$6,000.00 for onsite supervision of Adult Education and Literacy classes held on site at the International Institute for the period of July 1, 2009 to June 30, 2010. Reimbursement for staff supervision at \$20.00 per hour. Supervision will be provided by AEL certified staff employed by the International Institute.		
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	Supervision is excellent.
Timeliness of Delivery or Performance	(5) 4 3 2 1	AEL documentation delivered in a timely manor.
Business Relations	(5) 4 3 2 1	Excellent relations with the International Institute.
Customer Satisfaction	(5) 4 3 2 1	Excellent!
Cost Control	(5) 4 3 2 1	Very effective with over 1,500 students on site per year.
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check		Yes ☒ No ☐

VENDOR PERFORMANCE REPORT INSTRUCTIONS

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

Report Date the date the report is prepared

Department Indicate the name of the reporting department

Reported By Please sign your name

Vendor Enter the vendor's name

Vendor Number Enter the vendor's assigned number

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

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

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

Award Date Enter the date that the Board approved this contract

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

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

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

Performance Ratings Guidelines

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

Performance Categories Descriptions

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



SAINT LOUIS PUBLIC SCHOOLS

Date: July 12, 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. #: 06-25-09-13

Agenda Item: 08-05-10-08

Information: ☐

Conference: ☐

Action: ☒

SUBJECT:

To approve a sole source contract renewal with Urban Strategies in an amount not to exceed \$5,000 for a certified teacher in Adult Education and Literacy (AEL) classes at Jefferson School for the period August 6, 2010 to July 30, 2011.

BACKGROUND:

Urban Strategies provides a teacher for AEL classes on-site at Jefferson School. The District reimburses Urban Strategies based on DESE Funding. This is a continuation of an agreement that began in 2006.

CSIP: Goal 2: Process Performance Row: 42 MSIP: 7.6.2

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

Fund Source: 251-1611 -6319-026- 00	Non-GOB	Requisition #:
Amount: \$5,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$5,000.00	☒ Pending Funding Availability	Vendor #: 600007665

Department: Adult Ed and Literacy

Requestor: Rhonda-Jones

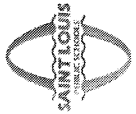
Carlinda Purcell
Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks

Angela Banks, Interim Budget Director

Enos Moss
Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Rhonda Jones	Date: July 8, 2010
Department / School: Adult Education & Literacy	Phone Number: 367-5000
<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)	
Certified AEL Teacher for Adult Education and Literacy Classes at Jefferson School.	
Vendor Name: Urban Strategies	Email:
Vendor Contact: Susan Glassman	Phone Number 314-421-4200
Justification Information	
1. Why the uniquely specified goods are required?	
The AEL program provides instructional services for adults at Jefferson School. The contract allows for reimbursement of teacher costs no greater than generated by our DESE grant. This is more cost effective than hiring a teacher when class sizes are small.	
2. Why good or services available from other vendors /competitors are not acceptable?	
The class takes place on-site at Jefferson School. The teacher must perform other duties for Jefferson School when not teaching AEL class.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
<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

gic



Vendor Performance Report

Type of report: Final ☒ Quarterly ☐		Report Date: 07/09/2010
Dept / School: Adult Education and Literacy		Reported By: Rhonda Jones <i>Rhonda Jones</i>
Vendor: Urban Strategies		Vendor #: 600007665
Contract # 10115669 / P.O. #: 4500150479		Contract Name: Urban Strategies
Contract Amount: \$ 5,500.00		Award Date: 07/01/2009
Purpose of Contract (Brief Description): This is a contract allowed Urban Strategies to provide an AEL certified teacher for adult education classes at Jefferson School. Reimbursement rate based on the average number of student contact hours per hour of instruction each day. Total cost not to exceed \$5,500.00		
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	Mr. York provided quality teaching and provided excellent lessons to his students.
Timeliness of Delivery or Performance	5 (4) 3 2 1	Turned in AEL documentation in a timely manner.
Business Relations	(5) 4 3 2 1	Excellent
Customer Satisfaction	(5) 4 3 2 1	I am very happy with their performance.
Cost Control	(5) 4 3 2 1	Effective
Average Score	5 (4.8)	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check		Yes ☒ No ☐

VENDOR PERFORMANCE REPORT INSTRUCTIONS

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

Report Date the date the report is prepared

Department Indicate the name of the reporting department

Reported By Please sign your name

Vendor Enter the vendor's name

Vendor Number Enter the vendor's assigned number

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

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

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

Award Date Enter the date that the Board approved this contract

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

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

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

Performance Ratings Guidelines

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

Performance Categories Descriptions

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



SAINT LOUIS PUBLIC SCHOOLS

Date: July 13, 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. #: 08-06-09-08

Agenda Item: 08-05-10-09
Information: ☐
Conference: ☐
Action: ☒

SUBJECT:

To approve a contract renewal for year two, with a third year option, with Career Cruising. This contract is for consulting and software services for all St. Louis Public School District middle and high school students in an amount not to exceed \$24,370.00 for the period August 6, 2010 through June 30, 2011.

BACKGROUND:

Career Cruising is a guidance software program designed for student portfolio development which features a series of administrative tools for local school counselors, teachers and administrators to track student portfolio completion. The purpose of this software is to provide career guidance to all of the St. Louis Public Schools' middle and senior high school students.

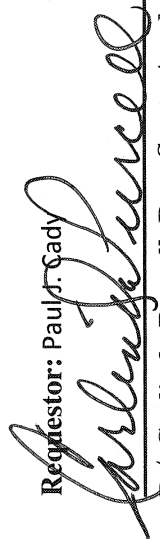
CSIP: Goal 3: Resource Row: 146 MSIP: 1.1

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

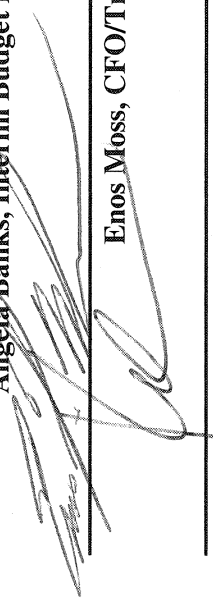
Fund Source: 291-1394-6441-826- KZ	Non-GOB	Requisition #:
Amount: \$24,370.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$24,370.00	☒ Pending Funding Availability	Vendor #: 600013871

Department: Career & Technical Ed.

Requestor: Paul J. Gady


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 X Quarterly ☐		Report Date: July 9, 2010
Dept / School: Career & Technical Ed.		Reported By: Paul J. Cady <i>P.J. Cady</i>
Vendor: Career Cruising		Vendor #: 600013871
Contract # / P.O. #: 4500149436		Contract Name: Career Cruising/Anaca Technologies
Contract Amount: \$ 24,370.00		Award Date: 08-06-09
Purpose of Contract (Brief Description): Guidance software program designed for student portfolio completion. The purpose is to provide career guidance to all of the St. Louis Public School's middle and senior high school students.		
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	Software package was very thorough.
Timeliness of Delivery or Performance	(5) 4 3 2 1	Met all performance requirements.
Business Relations	(5) 4 3 2 1	No problems dealing with vendor.
Customer Satisfaction	(5) 4 3 2 1	Very good software package.
Cost Control	(5) 4 3 2 1	Forecasted three year contract to keep pricing fixed.
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 ☐		



SAINT LOUIS PUBLIC SCHOOLS

Date: July 13, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

☐ RFP/Bid

☐ Sole Source

☒ Contract Renewal

☐ Ratification

Previous Bd. Res. #: 06-25-09-25

Agenda Item: 08-05-10-10

Information: ☐

Conference: ☐

Action: ☒

SUBJECT:

To approve a contract renewal with Schoolnet for the 2010-2011 school year for software license, test bank license, and support services fees, i.e., data loading and support staff, at a cost not to exceed \$390,000.00.

BACKGROUND:

Administered in the high schools, the Schoolnet formative assessment serves as the District's high school benchmark tests and provides diagnostic data for instructional planning and End Of Course performance.

CSIP: Goal 1: Performance Row: 17

MSIP: 9.1

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

Fund Source: 110-2822-6319-984-00	GOB	Requisition #:
Amount: \$390,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$390,000.00	☒ Pending Funding Availability	Vendor #: 600013304

Department: Accountability

Requestor: Bertha Doar -Dr. Figgures

Cleopatra Figgures

Dr. Cleopatra Figgures, Dep. Supt., Accountability

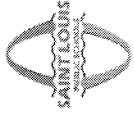
Angela Banks

Angela Banks, Interim Budget Director

Enos Moss

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final x Quarterly ☐	Report Date: 5/25/10	
Dept / School: Accountability/Assessment	Reported By: B. Doar	
Vendor: SchoolNet	Vendor #: 600013304	
Contract # / P.O. #: 4500148600	Contract Name: SchoolNet	
Contract Amount: \$ 661,250.00	Award Date: 5/28/09	
Purpose of Contract (Brief Description): Software and License Services Agreement with SchoolNet to provide use of Kaplan Core Curriculum, assessment and professional development		
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	
	X	
	1	
Timeliness of Delivery or Performance	5	
	4	
	3	
	X	
	1	
Business Relations	5	Onsite staff support is efficient
	4	
	X	
	2	
	1	
Customer Satisfaction	5	Customers at all levels have expressed concerns; same assessments at school level; misalignment with curriculum at central office level
	4	
	3	
	X	
	1	
Cost Control	5	Costs do not justify the product
	4	
	3	
	2	
	X	
Average Score	2.0	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period. Please Check Yes No X		



SAINT LOUIS PUBLIC SCHOOLS

Date: July 12, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

☒	RFP/Bid	RFP 034-0910
☐	Sole Source	
☐	Insurance Policy Renewal	
☐	Ratification	

Agenda Item:
Information:
Conference:
Action:

☐	☐	☐	☒
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08-06-10-11

SUBJECT:

To approve the purchase of physical education equipment for all grade levels from four vendors (School Specialty, Sport Supply Group, Inc. (dba BSN Sports/Collegiate Pacific), S&S Worldwide, and Johnny Mac Sporting Goods) as determined by the responses to the referenced RFP. The cost of the combined purchase is not to exceed \$40,000.00 including shipping and handling.

BACKGROUND:

The equipment included in the RFP includes jump ropes, hula hoops, juggling scarves, bean bags, parachutes, low intensity tennis balls, stop watches, half cones, whistles, Solo Sit N Reach, badminton sets, basketballs, volleyballs, soccer balls, playground kick balls, beach ball, and footballs. The equipment will be used for physical education classes to implement the Academics In Movement (AIM) physical education curriculum for grades K through 12. The equipment will also be used to complete the State mandated physical fitness assessment.

CSIP:	Goal #	SLPS Goal #3 - Resource	Row #	150	MSIP:	1.2.2
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

Fund Source: 110 - 2218 - 6411 - 847 - 00	GOB	Requisition #:
Amount: \$ 40,000.00		
Fund Source: - - - -		Requisition #:
Amount:		
Fund Source: - - - -		Requisition #:
Amount:		
Cost not to Exceed: \$ 40,000.00	☒ Pending Funding Availability	Vendor #: Various

Department: Curriculum and Instruction

Requestor:

M. Leanne White

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

**St. Louis Public Schools RFP 034-0910
Physical Education Equipment
Pricing Review**

[illegible]

**St. Louis Public Schools RFP 034-0910
Physical Education Equipment
Pricing Review**

[illegible]

Pricing Review

Selected



SAINT LOUIS PUBLIC SCHOOLS

Date: July 12, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Roger L. CayCe, Exec. Dir./Bldg. Comm., Operations

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 08-05-10-12
Information: ☐
Conference: ☐
Action: ☒

SUBJECT:

To approve the sale or disposal of surplus property determined by the Operations Department between July 23, 2010 through June 30, 2011 at no cost to the District.

BACKGROUND:

Following the St. Louis Board of Education Regulation R3510.2, the Operations Department has determined that the District's warehouse is overflowing with discarded property of no further use to the District and requests to advertise and set up an auction to sell the property or as otherwise permitted.

CSIP: Goal 1: Performance Row: 109

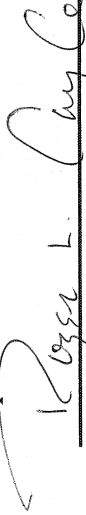
MSIP: 8.10.1

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: Operations

Requestor: Tom Goodrich


Roger L. CayCe, Exec. Dir./Bldg. Comm., Operations


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent



SAINT LOUIS PUBLIC SCHOOLS

Date: July 22, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Blake Youde, Dep. Supt. - Institutional Advancement

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #

WALK ON ITEM

Agenda Item:
Information:
Conference:
Action:

8-05-10-13

SUBJECT:

To ratify funding for the informational materials and related expenses for Proposition S. The materials will include informational literature, postage and informational advertising in newspapers and on the radio at a total cost not to exceed \$120,000. The informational materials will be produced between July 8 and August 3, 2010.

BACKGROUND:

Proposition S is a \$155 million bond proposal to improve school facilities. In order for SLPS to issue the bonds, voters must first approve the bond proposal. On May 20th, the SAB approved placing Proposition S on the August 3rd ballot based on the facilities improvement public engagement process. The informational materials provide voters with an understanding of the purpose of Proposition S and the election date.

CSIP: Goal # SLPS Goal #2 - Process and Performance Row # 107 MSIP: 8.10.1

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

Fund Source:	110	-	2311	-	Various	-	800	-	00	GOB	Requisition #:
Amount:	\$	120,000.00									
Fund Source:	-	-	-	-	-	-	-	-	-	-	Requisition #:
Amount:											
Fund Source:	-	-	-	-	-	-	-	-	-	-	Requisition #:
Amount:											
Cost not to Exceed:	\$	120,000.00									Vendor #:

Department: Institutional Advancement

Requestor:

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Blake Youde, Dep. Supt. - Institutional Advancement

Dr. Kelvin R. Adams, Superintendent

August 19, 2010



SAINT LOUIS PUBLIC SCHOOLS

Date: July 29, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Carlinda Purcell, Dep. Supt., Academics

VENDOR SELECTION METHOD:

- ☐ RFP/Bid
☐ Sole Source
☐ Contract Renewal
☒ Policy Approval

Previous Bd. Res. #:

Agenda Item: 08-19-10-01
Information: ☐
Conference: ☐
Action: ☒

SUBJECT:

To approve the SLPS Student Code of Conduct Handbook for the 2010-2011 school year. The cost of printing was approved under Board Resolution 07-22-10-03.

BACKGROUND:

In accordance with the Missouri Revised Statutes Chapter 160 Schools-General Provisions Sec. 160.261: The local Board of Education of each school district shall clearly establish a written policy of discipline.
A written copy of the District's discipline policy and corporal punishment procedures, if applicable, shall be provided to the pupil and parent or legal guardian of every pupil enrolled in the District at the beginning of each school year and also made available in the office of the superintendent of such District, during normal business hours, for public inspection.
The SLPS Student Code of Conduct Handbook 2010-2011 stresses the importance of positive and appropriate student behavior.

CSIP: Goal 2: Process Performance Row: 101 MSIP: 6.6.1

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

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

Department:

Requestor:

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



SAINT LOUIS PUBLIC SCHOOLS

Date: July 27, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Carlinda Purcell, Dep. Supt. - Academics

VENDOR SELECTION METHOD:

☐ RFP/Bid
☐ Sole Source
☐ Insurance Policy Renewal
☒ Contract Amendment

Agenda Item:
Information:
Conference:
Action:

88-19-10-02

SUBJECT:

To approve the contract amendment with Abbott Ambulance, Inc. in the amount of \$4,000 for ambulance services for all high school varsity and junior varsity football games. The original contract was approved for \$15,000. The dates of service will remain the same, August 15, 2010 through December 1, 2010 with the total cost of this contract now being \$19,000.

BACKGROUND:

The selection of Abbott Ambulance, Inc. was through the RFP process. The cost of the services for the 2010 season to provide service to both varsity and junior varsity games (a total of 73 games) will be virtually the same as the cost for only the varsity games in 2009 (a total of 47 games). The cost to provide ambulance coverage for the varsity games, \$15,000, was approved under Board Resolution 06-24-10-30.

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	120	MSIP:	6.4.4
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

Fund Source:	110	-	1421	-	6319	-	833	-	00	GOB	Requisition #:	10119149
Amount:	\$		4,000.00									
Fund Source:	-	-	-	-	-	-	-	-	-		Requisition #:	
Amount:												
Fund Source:	-	-	-	-	-	-	-	-	-		Requisition #:	
Amount:												
Cost not to Exceed:	\$		4,000.00							Pending Funding Availability	Vendor #:	To Be Assigned

Department: Public High League Office

Requestor: Dr. Dan Edwards

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



SAINT LOUIS PUBLIC SCHOOLS

Date: July 27, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Carlinda Purcell, Dep. Supt., Academics

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #: 06-24-10-42

Agenda Item: 08-19-10-03
Information: ☐
Conference: ☐
Action: ☒

SUBJECT:

To approve a contract amendment with the Institute For Family Medicine in the amount of \$4,000 for services to the District as the Medical Director for the Office of Health Services. The original contract was approved for \$8,000. The dates of service will remain the same, July 1, 2010 through June 30, 2011 with the total cost of this contract now being \$12,000.

BACKGROUND:

The Institute For Family Medicine provides the services of Dr. David Campbell as the Medical Director for the District. The Medical Director provides standing medical orders for the professional registered nurses employed as school nurses and directs patient health care services to students through the utilization of Family Nurse Practitioners. A portion of the cost of the contract, \$8,000, was approved under Board Resolution 06-24-10-42.

CSIP: Goal 1: Performance Row: MSIP: 9.6

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

Fund Source: 110-2134-6312-880-00	GOB	Requisition #: 10119150
Amount: \$4,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$4,000.00	☐ Pending Funding Availability	Vendor #: 600012168

Department: Special Education

Requestor: Dr. Chip Jones

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, Superintendent



SAINT LOUIS PUBLIC SCHOOLS

Date: July 26, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Deanna J. Anderson, Exec. Dir. - Transport & Food Serv

VENDOR SELECTION METHOD:

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

08-06-09-25

Agenda Item:
Information:
Conference:
Action:

☐
☐
☒

08-19-10-04

SUBJECT:

To ratify a contract renewal with Chartwells Food Service (a division of Compass Group USA, Inc.) for food services provided to St. Louis Public School's students in the 2010-2011 school year. The term of this agreement shall be for the period July 1, 2010 through June 20, 2011 unless terminated by either Party without cause by giving sixty (60) days notice in writing to the other Party of its intent to do so. Means for the District Food Services are provided under the guidelines and funding provided through the Federal Free and Reduced Meals Program. The cost of the contract is not to exceed \$13,349,848. This is the 2nd year renewal of a 4 year contract.

BACKGROUND:

The total cost of the contract will be determined based on the number of students enrolled in the District and the number of meals served under the Federal Free and Reduced Meals Program guidelines. The funds used to provide this service to District students come from the Federal Free and Reduced Meals Program administered by the USDA and not from District General Operating Funds. Under the renewal of the agreement, Chartwells Food Service will manage the 2010-2011 regular and summer (2011) school food service programs, as well as vending operations located in the cafeterias and kitchens of the District school facilities. Pending legal review and availability of funds.

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	108	MSIP:	8.12
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

Fund Source: 510 - 3111 - 6319 - 906 - 00 Non GOB										Requisition #:	
Amount: \$ 13,349,848.00											
Fund Source: - - - - -										Requisition #:	
Amount:											
Fund Source: - - - - -										Requisition #:	
Amount:											
Cost not to Exceed:				\$ 13,349,848.00		X		Pending Funding Availability		Vendor #: 600012482	

Department: Food Service

Requestor:

Althea Albert-Santiago

Deanna J. Anderson
Deanna J. Anderson, Exec. Dir. - Transport & Food Serv

Angela Banks
Angela Banks, Interim Budget Director

Enos Moss
Enos Moss, CFO/Treasurer

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



Vendor Performance Report

Type of report: Final ☒ Quarterly ☐		Report Date: 5/13/2010
Dept / School: Operations/Food Services		Reported By: Althea Albert-Santiago
Vendor: Chartwells		Vendor #: 600012482
Contract # / P.O. #: 4500141812		Contract Name: Food Service Management Company-Chartwells
Contract Amount: 12.5 million		Award Date: 8-6-2009
Purpose of Contract (Brief Description): Food Services Management in SLPS Schools		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 4X 3 2 1	Chartwells is always trying to improve the food quality and meal service to satisfy the students, parents and administrators at each school
Timeliness of Delivery or Performance	5 4X 3 2 1	Chartwells is meeting the requirements based in the contract
Business Relations	5 4X 3 2 1	Chartwells has a good working relationship with SLPS Food Services Staff. Chartwells' office staff is also very professional and responsive to the needs of the school principals and students.
Customer Satisfaction	5 4 3X 2 1	The feedback from schools is getting better because Chartwells is more proactive to address food services issues in the schools.
Cost Control	5 4X 3 2 1	Due to Chartwells' effectiveness in forecasting, managing and controlling contract cost this year, the District will make a profit.
Average Score	19/5=3.8	
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 ☐

AMENDMENT

This AMENDMENT, dated September 23, 2009 and effective July 1, 2009 is between the Special Administrative Board of the St. Louis Public Schools (the "LEA") and Chartwells-Thompson Hospitality, a joint venture between Compass Group USA, Inc., by and through its Chartwells Division ("Chartwells"), and Thompson Hospitality Services, LLC ("Thompson") (the "FSMC").

WHEREAS, LEA and FSMC are parties to a certain Food Service Management Agreement, made and effective as of August 8, 2008 (the "Agreement"), pursuant to which FSMC manages LEA's food service operations and facilities:

WHEREAS, the Parties now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

1. The parties agree to extend the term of the Agreement for a period of one (1) year beginning July 1, 2009 and continuing until June 30, 2010, unless terminated by either party as provided in the Agreement.
2. The first sentence of Article 4 Section 4 of the Agreement is deleted and replaced with the following: "FSMC shall charge the LEA an Administrative Fee not to exceed \$70,000.00 per month for ten (10) months during the 2009-2010 school year."
3. Article 4 Section 5 of the Agreement is deleted and replaced with the following: "FSMC shall charge the LEA a Management Fee of \$.04 per meal served during the 2009-2010 school year."
4. Article 4. Section 8 of the Agreement is deleted and replaced with the following:

"8. Advance Payment. FSMC shall bill LEA for an advance payment ("Advance Payment") equal to One Million One Hundred Thousand (\$1,100,000) Dollars at the beginning of each school year. LEA shall pay FSMC the Advance Payment in full within ten (10) days of the date of FSMC's invoice. To the extent that there has been an overpayment and no other sums are due and owing to FSMC, FSMC shall deduct the applicable portion of the Advance Payment from the final invoice for each school year, or shall, on or before each June 30, issue a refund check to the LEA for such overpayment."
5. Article 4 - Section 15 -Guarantee. The Parties agree to make good faith efforts to conclude negotiation of a conditional FSMC guarantee for the 2009-2010 school year not later than January 1, 2010.
6. Article 4 Section 14 of the Agreement is amended by deleting the third sentence in its entirety.

7. Article 5. Section 3 of the Agreement is amended by deleting the three choices at the end of the subsection and replacing them with the following:

X Tradition Food-Based: Elementary Schools

 Enhanced Food Based

X Nutrient Standard: Middle and Secondary Schools

8. This Amendment is effective July 1, 2009. All other terms and conditions in the Agreement shall remain unchanged and in full force and effect.

In Witness Whereof, the parties hereto have executed this Amendment the day and year first above written.

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

By: _____

Rick Sullivan

Name: Rick Sullivan

Title: CEO

Date: 10.8.09

Chartwells-Thompson Hospitality
By: Compass Group USA, Inc. by
and through its Chartwells Division

By: _____

Keith T. Cullinan

Name: Keith T. Cullinan

Title: President – Schools

Date: 10/7/09

FOOD SERVICE MANAGEMENT AGREEMENT
BETWEEN
THE SPECIAL ADMINISTRATIVE BOARD OF THE
ST. LOUIS PUBLIC SCHOOLS

This FOOD SERVICE MANAGEMENT AGREEMENT ("Agreement") is made and effective as of August 8, 2008 ("Effective Date"), by and between the Special Administrative Board of the St. Louis Public Schools (the "LEA") and Chartwells-Thompson Hospitality, a joint venture between Compass Group USA, Inc., by and through its Chartwells Division ("Chartwells"), and Thompson Hospitality Services, LLC ("Thompson") (the "FSMC").

Whereas, the LEA desires to outsource the management and operation of the LEA's food service operations for the LEA's students, employees, and visitors at designated school sites within the jurisdiction of the LEA (collectively, the "Facility").

Whereas, the FSMC desires to provide such services and represents to the LEA that the FSMC has the requisite experience and resources to perform its obligations under this Agreement.

Whereas, the LEA and FSMC agree to the terms and conditions set forth below and in accompanying Exhibits, if any, attached hereto and incorporated herein. The FSMC's proposal response to RFP- 053-0708 for the services is considered an Exhibit to this Agreement, and incorporated herein.

Now, therefore, in consideration of the Agreement set forth below and other good and valuable consideration, acknowledged by each of the parties to be satisfactory and adequate, FSMC and the LEA agree as follows:

Article 1. Agreement

This Agreement means this Food Service Management Agreement, as amended and supplemented from time to time in accordance with the terms and conditions set forth herein, including the following Exhibits:

Exhibits A and B

Article 2. General Terms, Conditions, and Purpose of the Agreement

1. The FSMC shall conduct the food service in such a manner as will ensure compliance with the rules and regulations of the Missouri Department of Elementary and Secondary Education ("DESE") and the United States Department of Agriculture ("USDA") regarding child nutrition programs.

The District operates a National School Lunch Program ("NSLP"), School Breakfast Program ("SBP"), After-School Snack Program, Special Milk Program ("SMP"), A la Carte ("ALC"), Adult Meals Program, and Catering.

The program(s) listed here should agree with those listed in Attachment A-1. If the LEA and FSMC agree to add a program during the course of this Agreement, FSMC agree that the appropriate procurement procedures shall be followed.

☒ National School Lunch Program (NSLP) ☒ A la Carte

☒ School Breakfast (SBP) ☒ Adult Meals

☒ After-School Snack Program ☒ Catering

☒ Special Milk Program (SMP) ☐ Concessions

☐ Contracted Meals ☐ Vending
(machines in cafeteria)

☒ Summer Lunch

2. The food service program provided pursuant to this Agreement shall be operated and maintained as a benefit to the LEA's students, faculty and staff, and not as a source of profit to the FSMC.
3. The LEA is prohibited from entering into contracts that are on a "cost-plus-a-percentage of cost" or "cost-plus-a-percentage-of-income" basis.
4. The LEA authorizes the FSMC to manage and operate on its behalf the school cafeterias, kitchens, snack bars, and related food facilities located within the premises of all LEA schools that the LEA maintains in operation for the duration of this Agreement.
5. The LEA reserves the right to add or delete schools, as schools may be opened, closed, or otherwise changed and agrees to give FSMC at least thirty days (30) advance notice of any such addition or deletion, any decision by the LEA to add or delete schools shall not relieve the FSMC of its obligations to the LEA pursuant to this Agreement.
6. The LEA shall retain final control and authority over meal prices, labor costs, food costs, and other appropriate elements of the food services program.
7. The FSMC shall cooperate with the LEA in promoting nutrition education, including but not limited to the published Health and Wellness Policies of the LEA, the nutritional standards as set forth by the USDA, and coordinating the LEA's food service with classroom instruction.

8. The LEA reserves the right to exclusively control, operate, and/or maintain present food and beverage vending machines and/or the current operator of vending machines in its facilities, including any decisions relating to the future existence and operations of vending services by the LEA. The FSMC shall not have the right or responsibility for vending services unless expressly provided for by written amendment to this Agreement.
9. The FSMC will be required to use the LEA's point of sale software. Information regarding the software will be available at the pre-bid conference.
10. The FSMC shall be an independent contractor and not an employee of the LEA. The employees of the FSMC shall not be employees of the LEA.
11. The FSMC shall provide additional food service, such as banquets, parties, refreshments for meetings, etc, as requested by the LEA. Food Service Funds shall not be used for these events. Nothing in this Agreement prevents the LEA from utilizing additional food service providers for banquets, parties, and/or refreshments for meetings, etc. If the LEA chooses to utilize the FSMC, for such additional food services, the LEA or requesting organization will be billed for the actual cost of food, supplies, labor, and the FSMC's overhead and administrative expense if applicable to providing such service. USDA commodities shall not be used for these special functions.
12. This contract constitutes the entire agreement between the LEA and the FSMC and may not be changed, extended orally, or altered by cause of conduct.
13. No provision of this contract shall be assigned or subcontracted without prior written consent of the LEA.
14. Any agreement between the LEA and an FSMC shall be subject to approval by the Missouri Department of Elementary and Secondary Education and must meet all requirements established by DESE and/or the USDA for school food services and food service management companies.

Article 3 Term and Termination

1. This Contract shall be of duration of no longer than one year; and options for the yearly renewal of a Contract may not exceed four (4) additional years. (7 CFR 210.16(d)) This Contract shall become effective as of the date of signing by a representative of the LEA authorized to execute this Agreement, and terminate on June 30, 2009.
2. Either party may terminate this contract with or without Cause by giving sixty days (60) notice in writing to the other party of its intention to do so. (7CFR 210.16(d)).
3. If either Party breaches a material provision hereof ("Cause"), the non-breaching Party shall give the other written notice of such Cause. If the Cause is remedied

within sixty (60) days of receipt of notice, the notice shall be void. If such Cause is not remedied within sixty (60) days of receipt of notice, the Party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. Cause for purposes of this Agreement includes, but is not limited to, failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as required by this Agreement, failure to provide periodic information/statements, failure attributable to the FSMC to ensure the LEA receives proper credit for USDA commodities and/or cash in lieu of commodities, or failure to maintain a quality of service at a level satisfactory to the LEA.

4. Any agreements shall remain in effect throughout its term unless the parties mutually agree, in a written document signed by both parties, and attached to the contract, to amend, add, or delete any article or exhibit.
5. Any amendment to the contract shall become effective at the time specified in the amendment. If amendments are made to the Contract, a copy of the amendment must be sent to, and approved by the Missouri Department of Elementary and Secondary Education, School Food Services. Comments from the FSMC and the LEA will go through the LEA's Assistant Superintendent for Operations or his/her designee.
6. Neither the FSMC nor the LEA shall be responsible for any losses resulting if the fulfillment of the terms of the contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence.

Article 4 Cost +Fee Financial Agreements

The financial arrangements between the LEA and FSMC for the management of the school food services are as follows:

1. All administrative/management fees shall be specifically stated in this Contract. Such fees shall be calculated on cents flat fee basis. FSMC will operate, administer, and manage the food service for LEA in accordance with the financial arrangements as set forth in this section.
2. Centralized company administrative cost, profit, data processing, generalized marketing, training of management in company specific areas, and legal fees are included in the administrative cost. The following definitions are provided to clarify cost included in the reimbursable administrative cost:
 - a. **Food** is defined as and limited to those items purchased for use in the preparation and service of student, adult, catered and a la carte meals as specified under terms and conditions this includes the cost of commodity handling and warehousing charges.

- b. **Labor** is defined as and limited to on-site employees responsible for the management, preparation, service, and clean up of meals.
 - c. **Contracted Services** cost incurred pay for a service provided by another company. Typical cost would be laundry services, pest control, and periodic maintenance services. Those cost normally recognized as a part of the FSMC administrative cost cannot be separately contracted for and charged to the LEA account.
 - d. **Transportation Cost** is cost incurred in operating a food service delivery vehicle. These would include gas, oil, tune-ups, and minor repairs. Cost of the purchase of the vehicle would be a capital expense.
 - e. **Non food Expenses** are defined as paper supplies (including decorations), equipment rental, cleaning materials, travel as required for effective program management, uniforms, printing, taxes and licenses, insurance, and as contractually obligated herein.
3. Goods purchased shall become the property of the LEA, shall not be company specific, and shall be used solely to benefit the LEA. Reimbursement for cost of goods will be the actual purchases as documented by invoices less all discounts and rebates taken by the FSMC. If rebates are not made directly to the FSMC without designation to specific FSMC accounts, the FSMC shall prorate the discount and credit the LEA.
 4. FSMC shall charge the LEA an Administrative Fee not to exceed \$70,000.00 per month for ten (10) months during the 2008-2009 school year. Chartwells' Administrative Fee represents its overhead expenses necessary to provide the services including, but not limited to, general support provided by Chartwells' corporate offices, including without limitation, accounting, purchasing, tax, legal, research, auditing and other related administrative functions.
 5. FSMC shall charge a Management Fee not to exceed .04 Cents per meal served during the 2008-2009 school year.
 6. Total meals shall be calculated by adding reimbursable meal pattern meals (breakfast, lunch and reimbursable snacks) served and meal equivalents. Cash receipts, other than from Sales of National School Lunch Program and School Breakfast Program meals served to children, shall be divided by 2.37 to arrive at an equivalent meal count. The per meal Management Fee will be multiplied by total meals.
 7. Investment. FSMC shall fund certain improvements to the LEA's premises to facilitate the performance of the services (collectively the "Investment"). The scope and specifications for such improvements shall be mutually agreed to in writing by the Parties prior to the disbursement of any Investment funds. The Investment shall be payable in accordance with the disbursement schedule and shall not exceed in the aggregate One Million Four Hundred Sixty Eight Thousand Dollars (\$1,468,000).

The Investment shall be amortized over a period of five (5) years calculated on a straight-line depreciation basis and the LEA shall be invoiced monthly for the depreciation as an allowable cost of the operation. The LEA shall hold title to any and all improvements funded by the Investment at the time they are purchased and/or installed at the Facility. If the Agreement is terminated or not renewed for any reason prior to the full amortization of the Investment, the LEA shall promptly select one of the following options: (i) pay the full amount of the unamortized portion of the Investment immediately upon termination; (ii) retain any and all improvements funded by the Investment and continue to make payment to FSMC in accordance with the agreed upon monthly amortization schedule; or (iii) require the successor food service management company to promptly pay FSMC the unamortized portion of the Investment in full and continuing to pay the remaining monthly amortization payments to such successor company instead of to FSMC.

8. Advance Payment. Contingent upon the LEA receiving an accounting and return of any and all advance payments, less any proper and applicable deductions, made to Aramark by the LEA during the course of Aramark's operation of the LEA's food service program prior to the execution of this Agreement, the LEA shall make an advance payment to the FSMC ("Advance Payment") of One Million One Hundred Thousand Dollars (\$1,100,000) upon ten days written notice. The FSMC shall bill the LEA for the Advance Payment at the beginning of each school year. The Advance Payment shall be paid to the FSMC within ten (10) days of the date of the FSMC's invoice. The FSMC shall deduct the Advance Payment from the final invoice at the end of the school year and provide the LEA with a statement of reconciliation.

9. Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates, and other applicable credits accruing to or received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the LEA.

The FSMC shall separately identify for each cost submitted for payment to the LEA the amount that the cost is allowable (can be paid from the non-profit school food service account) and the amount that is unallowable (cannot be paid from the non-profit school food service account).

The FSMC's determination of its allowable costs shall be made in compliance with the applicable USDA FNS Program regulations and Office of Management and Budget (OMB) cost circulars.

The FSMC shall identify the amount of each discount, rebate, and other applicable credit on bills and invoices presented to the LEA for payment and individually identify the amount as a discount, rebate, or in the case of other applicable credits, the nature of the credit. The FSMC shall report this information to the LEA monthly.

The FSMC shall identify the method by which it will report discounts, rebates, and other applicable credits allocable to the contract that are not reported prior to conclusion of the contract.

The FSMC shall maintain documentation of costs and discounts, rebates, and other applicable credits and must furnish such documentation upon request to the LEA, the State Agency, or the USDA FNS.

10. All procurement for goods and services related to this contract shall conform to Federal procurement standards which provide for maximum open and free competition (7 CFR Part 3016 for public schools and 7 CFR Part 3019 for private schools). The FSMC shall maintain documentation of compliance with these standards.
11. The FSMC shall adhere to the menu cycle incorporated into RFP 053-0708 for the first twenty-one (21) days of the menu cycle, and attached and incorporated herein.
12. Provided that the participation rates for reimbursable breakfast meals served is forth-five percent (45%) or greater and reimbursable lunch meals served is seventy percent (70%) or greater, the administrative and management fees may be subject to an annual escalator provision, made at the time of contract renewal, equal to the increase in the Consumer Price Index (CPI) for Food Away From Home. The specific CPI used will be CPI for All Urban Consumers, Midwest Region; however, in no event will the administrative and/or management fees be increased by an amount greater than three percent (3%).
13. The contract charge for meal service is based on an estimated minimum number of 176 full serving days.
14. FSMC shall submit an invoice to LEA monthly based upon the actual number of meals served during the calendar month multiplied by the daily rates for the total billing plus operating costs. For purposes of this Agreement, operating costs shall include: a) the cost of goods including food, beverages and supplies; b) salaries and wages of Chartwells' employees including payroll taxes and benefits; and c) other costs, charges, and expenses directly attributable and necessary to perform the duties and obligations under this Agreement, including office supplies, insurance, marketing, training, licenses/permits, laundry, amortization expense, uniforms, postage, paper goods, and taxes. If total costs exceed total revenue, the management fee may be reduced by the amount of the overrun up to the total amount of the fee. Costs charged to the District are reimbursable only to the extent that they are allowable costs.

The said invoices submitted shall be payable within thirty (30) days of receipt by LEA.

LEA's failure to pay a properly submitted invoice shall constitute a breach of the Contract. In the event any invoice is unpaid for more than sixty (60) days, FSMC shall have the right upon twenty (20) days written notice to terminate performance under this Contract. Waiver by FSMC of the right to terminate for one or more late payments shall not constitute waiver of FSMC's rights for future late payments.

15. Guaranteed Return. FSMC guarantees that the return to the LEA from the services for the school year will be Six Hundred Ten Thousand Three Hundred Twenty One Dollars (\$610, 321). If the annual operating statement shows a profit less than Six Hundred Ten Thousand Three Hundred Twenty One Dollars (\$610,321), FSMC will reduce its Management Fee and Administrative Fee by the difference between the actual and the guaranteed amount, but in no event shall the reimbursement obligation exceed Seven Hundred Fifty Thousand Dollars (\$750,000). The Guaranteed Return is based on the following conditions and assumptions remaining in effect for the school year.
- (a) Reimbursement rates for NSLP and SBP meals will not be less than the rates estimated in FSMC's proposal and reimbursement revenue will not be less than that estimated in FSMC's proposal.
 - (b) The value of government-donated commodities and/or cash in lieu thereof will not be less than the value of government-donated commodities and/or cash in lieu thereof estimated at Seven Hundred Fifty thousand One Hundred Eighteen Dollars (\$750,118.00) in FSMC' proposal.
 - (c) The number of days meals are served during the school year will not be less than 176 days.
 - (d) Subject to the provisions of Article 2, Paragraph 4 of this Agreement, the number of serving periods, locations, serving times and types of Service will not change substantially.
 - (e) The student enrollment for the Term of the Agreement will not be less than 27,500 students; however, in the event enrollment falls below 27,500 students, FSMC agrees to pro-rate the Guaranteed Return set forth herein based on the percentage of decline in student enrollment from 27,500.
 - (f) The actual costs charged to the budget by the LEA shall not exceed the projected operating expenses as set forth in FSMC' proposal.
 - (g) The selling prices of Menu Pattern Meals and a la carte selections will not be less than those included in the proposal.
 - (h) The LEA and its representatives including but not limited to, school principals, teachers and LEA employees shall fully cooperate with FSMC in the implementation of the Food Service Program. The LEA shall fully cooperate with FSMC to limit the expansion of competitive food sales and shall not knowingly permit such competitive sales in order to maximize the gross receipts and other non-cash sales of the Food Service Program.
 - (i) The LEA shall make every effort to ensure all applications for reimbursement for free and reduced price meals are submitted in a timely manner, except where such failure is due to an act or omission of FSMC.

(j) The LEA shall not interfere with and will assist with the efforts of the FSMC to implement all of the programs in its proposal including, but not limited to, those related to marketing, merchandising and food concepts.

(k) Breakfast shall be available to all students as part of the academic day.

(l) All meals, including charged sales, will be paid for. FSMC will use commercially reasonable efforts to collect such charged sales.

In the event the foregoing conditions are not met during the school year, FSMC's guarantee obligation shall be reduced by an amount equivalent to any increased cost or loss of revenue attributable to the changes in such conditions as demonstrated by monthly documentation provided to the LEA by the FSMC identifying any area wherein the LEA is deficient in complying with the above-described conditions and assumptions.

Article 5 Food Service Management Company Responsibilities

1. The FSMC shall be licensed to do business in the State of Missouri and licensed to business by the City of St. Louis, Missouri.

2. FSMC agrees to strictly observe all applicable State and Federal statutes, rules, and regulations which now exist or which may be promulgated during the term of this agreement or extension thereof; i.e., "Current Federal regulations 7 CFR Part 210, Sections 210.1 thru 16. and Sections 210.21 thru 23, including 7 CFR 3015, Subpart S. (7 CFR 210.16(a)(1))

3. FSMC must adhere to attached 21-day menu cycle and portion sizes as specified by the LEA on the first 21 days. (7 CFR 210.16(b)(1))
Hereafter, changes in the menu may be made with prior approval of the LEA. The FSMC shall provide meals that meet the menu-planning option selected below by the LEA:

—Tradition Food-Based —Enhanced Food Based —~~X~~ Nutrient Standard

4. FSMC shall not sell or offer on the premises of any school, any food, or beverage item other than the prescribed meals except those a la carte items authorized by the LEA.

5. The FSMC shall serve, on such days and at such times as requested by the LEA:

- a. Lunches and breakfasts priced as a unit, which meet the requirements prescribed by USDA, intermediate standard; the LEA's written Health and Wellness Policy; and the Missouri Eat Smart Guidelines.
- b. Milk, served to all children.
- c. Other foods as may be agreed upon by the FSMC and LEA.

6. The FSMC shall serve free and reduced-priced meals or free milk to those children designated by the LEA.
7. The FSMC is required to substitute food components of the meal pattern for students with disabilities in accordance with 7CFR 15b when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular lunch because of a medical or special dietary need.

Substitutes are made on a case-by-case basis and must be supported by a statement of the need for substitutes that included recommended alternate foods, disabilities, the statement must be signed by a medical doctor. For students without disabilities, a recognized medical authority must sign the statement.
8. The FSMC shall participate in the parent, teacher, and student advisory boards.
9. The FSMC shall implement the collection procedures established by the LEA, in accordance with state and federal laws.
10. The FSMC shall deposit daily all monies in the LEA account. FSMC deposits shall account for all money received at each building where services are provided, and the FSMC shall ensure that the actual amount deposited is reconciled with any associated deposit records.
11. The FSMC shall prepare and maintain such records as the LEA will need to support its Claim for Reimbursement, and shall, at a minimum, report claim information to the LEA at the end of each calendar month. (7 CFR 216.16(c)(1))
12. FSMC agrees to provide LEA with necessary financial information, to include detailed breakdowns of all income and expenditure categories for reporting to the State Agency.
13. The FSMC shall not use LEA facilities for preparation of food to be served at any location other than for the LEA's approved program without the permission of the LEA.
14. If food or meals are proposed to be prepared outside the school, FSMC shall maintain State and local health certification of their facility, and shall maintain this health certification for the duration of the Contract. (7CFR 210.16(c)(2))
15. If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this contract, the FSMC shall assume responsibility for the amount denied.
16. FSMC shall use good faith and reasonable efforts to achieve as a goal a minimum of 25% MBE/5%WBE participation in the services to be provided under this contract.

17. FSMC shall purchase all food and supplies necessary and required to perform its obligations under this Contract on behalf of the LEA. Title thereto shall remain with the LEA at all times. The cost of such food and supplies shall be reflected on the monthly invoice. Such food and supplies shall be kept separate and apart from all other LEA property. FSMC and LEA shall take a joint inventory of all purchased food and supplies at both the beginning and end of this Contract.
18. FSMC shall ensure that all net income accruing to the LEA from the food service program shall remain in the food service program.
19. The FSMC shall provide menus and manage meal participation for qualifying (reimbursable) breakfast, lunch, and after school snack program for all participating schools in the LEA.
20. The FSMC shall provide Offer versus Serve reimbursable meal pattern breakfasts and lunches, pursuant to the National School Breakfast Program ("NSBP") and the National School Lunch Program ("NLSP").
21. The FSMC shall submit a budget to the LEA no later than March 1st each year this Agreement is in effect.

A list of the cost responsibilities of the FSMC and LEA is attached to this contract as Exhibit B.

Article 6 LEA Responsibilities

1. The LEA shall ensure that FSMC operation of LEA's school food service is in conformance with the LEA's agreement under the Program. (7CFR 210.16(a)(2))
2. The LEA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged to the children for meals, milk, a la carte items, adult meals, and vending machine items, as applicable. (7CFR 210.16(a)(4))
3. The LEA must receive all food service revenue, including rebate payments for processed donated commodities. The food service revenue shall flow through the LEA chart of accounts. The food service revenue shall be used only for the LEA nonprofit food service. (7CFR 210.14 (a))
4. The LEA shall monitor the food service program through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals. (7CFR 210.16 (a)(3))
5. The LEA shall retain the right to approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the Missouri Department of Elementary and Secondary Education and the United States Department of Agriculture.

6. The LEA shall approve all a la carte items and the prices charged for those items in advance of their sale by the FSMC.
7. The LEA shall ensure that an advisory board composed of parents, teachers, and students to assist in menu planning is established. (7CFR 210.16(a)(8))
8. The LEA shall retain signature authority on the State agency-school food authority agreement, free and reduced price policy statement and claims for reimbursement. (7CFR 210.16(a)(5))
9. The LEA has responsibility for developing, distributing, and collecting free and reduced price letter/application. (7CFR 245.10(a)) The LEA also has responsibility for determination of eligibility, conducting hearings, and for verification. (7CFR 245.6a(a), 245.6(b), 245.7)
10. The LEA shall ensure applicable health certification(s) is maintained and that all State and local regulations are being met by FSMC preparing or serving meals at LEA's facilities. (7CFR 210.16(a)(7))
11. The LEA shall conduct annual reviews of storage facilities. The annual review shall include a physical inventory reconciled with the inventory records maintained by the LEA and FSMC. (7 CFR 250.14(e))
12. The LEA shall inform FSMC of any requested adjustments to menus and monitor implementation of said adjustments.
13. The LEA shall be responsible for resolution of program review and audit findings.
14. The LEA reserves the right to cancel or shorten any school day and agrees to give FSMC at least twenty-four (24) hours advance notice of such changes except in an emergency when as much advance notice as possible will be given.
15. The LEA shall be responsible for the cost of the food services program as set forth in RFP 053-0708 and shall be entitled to all receipts.

Article 7 Use of Facilities and Equipment

1. The LEA shall have access, with or without notice to the FSMC, to all the LEA's facilities used by the FSMC for purposes of inspection and audit.
2. The LEA shall make available without any cost or charge to the FSMC the areas and premises agreeable to both parties in which the FSMC shall render its services. The FSMC shall make no alterations, changes, or improvements to said areas without obtaining the prior written consent from the LEA.

3. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the LEA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
4. LEA shall provide at its expense necessary expendable equipment including, but not limited to, silverware, table service, chinaware, serving trays, glassware, pots, pans, and utensils; and shall periodically replace said expendable equipment as items become worn, broken, used, lost, or otherwise disposed of up to the amount of the original inventory, except for replacements caused by FSMC's negligence which shall be the responsibility of the FSMC.
5. LEA shall provide and maintain at its expense necessary inter-school vehicles, satellite transporter units, and equipment including operating costs for it.
6. FSMC shall take reasonable care in the use of the premises, equipment, vehicles, and other items furnished by LEA.
7. The FSMC and LEA shall inventory the equipment and supplies owned by the LEA at the beginning of the school year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils.
8. The FSMC shall maintain the inventory of expendable equipment necessary for the food service and at the inventory level as specified by the LEA.
9. The LEA shall furnish and install any equipment and make any structural changes need to comply with federal, state, and local laws, ordinance, rules, and regulations.
10. The FSMC shall not remove food preparation and serving equipment owned by the LEA.
11. The LEA shall repair and service equipment except when damages result from the use of less-than-reasonable care by the employees of the FSMC.
12. The LEA shall not be legally responsible for loss or damage to equipment owned by the FSMC and located on the LEA premises.
13. The FSMC shall provide a written notification to the LEA of any equipment belonging to the FSMC within ten days (10) of its placement on LEA premises.
14. The LEA reserves the right, at its sole discretion, to use its facilities to sell or dispense any food or beverage before or after the regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the child nutrition programs.

15. The LEA shall return facilities and equipment to the FSMC in the same condition as received when the LEA uses the facilities for extra-curricular activities, less normal wear and tear.
16. LEA shall be responsible for removing rubbish and garbage resulting from food service operation after it has been placed by FSMC in containers furnished by LEA for such purposes.
17. The LEA shall furnish at its expense, space, light, heat, power, hot and cold water, and other utilities as are necessary for the operation of the food services to be furnished hereunder.
18. LEA shall not permit any interruptions in utility service except in an emergency or for necessary repairs or for improvement of the service, and in such case LEA agrees to notify FSMC immediately of any interruption or proposed interruption in utility service.
19. The LEA shall provide sanitary toilet facilities for the employees of the FSMC.
20. The LEA shall provide the FSMC with local voice telephone service.
21. The LEA must give prior approval and have final authority for the purchases of the equipment used for storage, preparation, or delivery of school meals.
22. The FSMC shall surrender to the LEA upon termination of the contract all equipment and furnishings belonging to the LEA in the condition in which received, reasonable wear and tear and casualty excepted.
23. The LEA, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the LEA.
24. The FSMC shall surrender to the LEA upon termination of the contract all records pertaining to the operation of the food service, to include all production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order and complete to the extent necessary to reconstruct individual cost of prior FSMC billings.

Article 8 Sanitation

1. The FSMC shall place garbage and trash in containers in designated areas as specified by the LEA.
2. The LEA shall remove all garbage and trash from the designated areas.
3. The FSMC shall clean the kitchen and dining room area.
4. The LEA shall clean ducts and hoods above the filter line.

5. The LEA shall provide extermination services as needed.
6. The FSMC shall comply with all local and state sanitation requirements in the preparation of food.

Article 9 Employees

1. The FSMC shall be responsible for supervising and training personnel, including LEA-employed staff. Supervision activities include employee and labor relations personnel development, and hiring and termination of FSMC management staff, except for the site manager. The FSMC shall also be responsible for the hiring and termination of non-management staff who are employees of the FSMC.
2. The LEA and FSMC shall comply with the Fair Labor Standards Act, as amended, to include Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR, Part 5) pursuant to 7 CFR, Section 3016.36 (i)(6).
3. The LEA and FSMC shall not discriminate on the basis of disability, race, color, sex, national origin or age as defined by applicable governmental law, in the recruitment, selection, training, utilization, promotion, termination, or other employment related activities concerning food service personnel pursuant but not limited to Titles VI and VII of the Civil Rights Act of 1964. This fundamental rule of conduct will be clearly communicated to all employees, prospective employees and the community at large. In addition, each part affirms that it is an equal opportunity and affirmative action employer.
4. The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of LEA premises, as established by the LEA and furnished in writing to the FSMC.
5. The FSMC shall provide daily on-site supervisory personnel for the overall food service.
6. The FSMC shall provide Worker's Compensation coverage and unemployment insurance for its employees.
7. The FSMC shall maintain its own personnel and fringe benefits policies for its employees consistent with the established personnel policies of the LEA. .
8. The FSMC shall not be responsible for hiring employees in excess of the number required for efficient operation.
9. The FSMC shall provide the LEA with a schedule of employees, positions, assigned locations, salaries, and hours to be worked.

10. All persons employed by the FSMC shall be employees of the FSMC and neither the FSMC nor any agent or employee of the FSMC shall be or be deemed an employee of LEA.
11. The FSMC shall provide the LEA with a list of its personnel policies.
12. The LEA shall have final approval regarding the hiring of the FSMC's site manager, which approval shall comply with all applicable laws, rules and regulations.
13. The FSMC and LEA shall mutually agree upon staffing patterns.
14. The LEA will require the FSMC to perform a security (background) check on any FSMC employee that will be working at the district.
15. The LEA must designate if current LEA employees, including site and area managers as well as any other staff, will be retained by the LEA or be subject to employment by the FSMC
- Employees retain by LEA
 X FSMC
 Both LEA and FSMC
16. The LEA and FSMC shall mutually agree upon the use of student workers.
17. The LEA may request in writing the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner of which is detrimental to the physical, mental, or moral well being of students or staff.
18. In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.
19. All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
20. Non-solicitation. Chartwells' employees performing Services or administrative work at the Premises shall be subject to the rules and regulations established by the SFA as reasonable and necessary for its operations. Except for those individuals employed by the LEA as of Effective Date of this Agreement, neither Party shall during the Term of this Agreement or for one year thereafter solicit to hire, hire or contract with either Party's employees who managed any Services whether at the premises or another facility operated by the other ("Supervisory Employee") during the year prior to the expiration or termination of this Agreement, nor will the Client permit supervisory employees of Chartwells to be employed on the Client's Premises, for a period of one year subsequent to the termination or expiration of this

Agreement (unless such employees were formerly employees of the Client) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a food service provider ("One-year Non-solicitation"). In the event of any breach of such One-year Non-solicitation, the breaching Party shall pay and the injured Party shall accept an amount equal to one time the annual salary of the relevant Employee as liquidated damages.

Article 10 USDA Donated Commodities (Bonus Commodities Only)

1. The LEA shall ensure that all federally donated commodities are received by LEA and made available to the FSMC and shall accrue only to the benefit of the LEA's school food service and are utilized therein.(7 CFR 210.16(a)(6))
2. The FSMC shall accept and use USDA donated commodities in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the LEA.
3. The FSMC is prohibited from entering into any processing contracts utilizing USDA-donated foods on behalf of the LEA.
4. The LEA and FSMC shall consult and agree on end products to be produced from USDA donated commodities during the time of this contract.

If agreement cannot be reached, the FSMC shall utilize the donated commodities in the form that was furnished by USDA.
5. The FSMC shall itemize on the monthly bill the value of the USDA donated foods used. Value will be determined by using USDA pound/unit value.
6. LEA shall be responsible for any costs for the storage of federally donated foods used by the food service program.
7. FSMC shall be responsible for any costs resulting from the processing of federally donated foods.
8. A year-end reconciliation shall be conducted by the LEA to ensure and verify that the correct and proper credit has been received for the full value of all USDA donated foods used by the FSMC during the contract year. The LEA reserves the right to conduct commodity credit audits throughout the year to ensure compliance with Federal regulations 7 CFR 210 and 7CFR 250.
9. FSMC and LEA agree to comply with Federal Regulations 7 CFR Part 250, Section 250.12(b)(3) which states that recipient agencies have and preserve a right to assert claims against other persons to whom donated foods are delivered for care, handling, and distribution.

Section 250.12(b)(4) states that recipient agencies will take action to obtain restitution in connection with claims for improper distribution, use, or loss, or damage to donated foods. (7CRF 250.12(b)(3) and (b)(4))

10. The FSMC must accept liability for any negligence on their part that results in any loss, damage, out of condition or improper use of donated commodities, and shall credit the LEA the value of said commodities, at the LEA's option, either monthly or through a fiscal year-end reconciliation.
11. The LEA shall be legally responsible for any losses of federally donated food that may arise due to equipment malfunctions or loss of electrical power not within the control of the FSMC.
12. The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA donated commodities. The FSMC must submit to the LEA monthly inventory reports showing all transactions for processed and non-processed donated commodities, and/or use of cash in lieu of commodities.

Article 11 Financial Accounting, Reporting Systems and Records

1. The FSMC shall assume responsibility and accountability for:
 - a. Daily bookkeeping and record keeping functions, including state and federal reimbursement.
 - b. Weekly Profit and Loss Statements.
 - c. Monthly Profit and Loss Statements.
 - d. Annual Budgeting
 - e. Cost and Inventory Controls
 - f. Preparation of records for annual audit by LEA.
2. FSMC shall prepare school meal claims for reimbursement from state and federal agencies and maintain such records as the LEA and each individual school will require to support claims for reimbursement under the Child Nutrition Program.
3. The FSMC shall request, receive, and verify for payment supplies used in connection with the food services program.
4. The FSMC shall provide monthly and other reports to the LEA that shall include, but not be limited to, describing operating costs, meals per labor hour, and meals served, and the FSMC shall invoice the LEA monthly for the direct costs of operation.
5. The FSMC agrees to provide the LEA with necessary financial information, to include detailed breakdowns of all income and expenditure categories for reporting to the State Agency.

6. The LEA shall make payments within thirty (30) days for direct costs of operation plus management fee after the submission and approval of an invoice.
7. The FSMC shall prepare and maintain such records as the LEA will need to support its Claim for Reimbursement and report said information to the LEA no less than monthly.
8. The FSMC shall maintain all records (supported by invoices, receipts, or other evidence) as is necessary for the LEA to meet monthly reporting responsibilities and shall submit monthly operating statements in a format approved by the LEA.
9. The FSMC shall provide the LEA with a year-end statement.

Article 12 Licenses and Taxes

1. The FSMC shall be responsible for paying all applicable taxes and fees, including (but not limited to) excise tax, state and local income tax, payroll and withholding taxes, for FSMC employees; the FSMC shall hold the LEA harmless for all claims arising from payment of such taxes and fees.
2. The FSMC shall obtain and post all licensees and permits as required by federal, state, and/or local law.
3. The FSMC shall comply with all LEA policies, procedures, rules and regulations and all reasonable requests of the LEA.

Article 13 Insurance

1. The LEA shall be named as additional insured on General Liability, Automobile, and Excess Umbrella. The FSMC must provide a waiver of subrogation in favor of the LEA for General Liability, Automobile, Workers' Compensation, and Excess Umbrella.
2. The contract of insurance shall provide for notice to the LEA of cancellation of insurance policies 30 days before such cancellation is to take effect.

Article 14 Confidentiality

1. During the term of the Contract, the FSMC may grant to the district a nonexclusive right to access certain proprietary materials of the FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by the FSMC), and similar compilations regularly used in FSMC business operations (trade secrets). The district shall not disclose any of the FSMC's trade secrets or other confidential information, directly or indirectly, during or after the term of the contract. The district shall not photocopy or otherwise duplicate any such material without the prior written consent of the FSMC. All trade secrets and other confidential information

shall remain the exclusive property of the FSMC and shall be returned to the FSMC immediately upon termination of the Contract. The district shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by the district, the district specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to the FSMC and not the district. Furthermore, the district's access or use of such software shall not create any right, title interest, or copyright in such software and the district shall not retain such software beyond the termination of the Agreement. In the event of any breach of this provision, the FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. The district's obligations under this section are subject to its obligations under the Missouri Open Records Act. This provision shall survive termination of the Agreement.

2.

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

3.

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

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

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

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

- a) at the time of disclosure was in the public domain;
- b) after such disclosure, immediately becomes generally available to the public other than through any act or omission of the Independent Contractor or its Personnel; and
- c) 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.

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

use, or misappropriation of any confidential information. All steps taken by the Independent Contractor relating to remedy shall be at its sole expense.

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

Article 15 Miscellaneous

1. The LEA receives cash-in-lieu of federally donated commodities, as well as bonus commodities. The FSMC agrees that all funds accumulated from these sources are to be counted as part of the LEA's Food Services Program revenue and shall not be included, in any amount, as part of the FSMC fees.
2. All goods, services, or monies received as a result of a rebate with processed bonus commodities, to include cash-in-lieu of commodities, shall be utilized in the LEA's food service program.
3. LEA, in the event that FSMC is not able to perform under this Contract due to events beyond the reasonable control of FSMC; i.e., strike, labor or material shortage, fire, flood, or other casualty or Acts of God, may, at their option, terminate this Contract and assume control of the facilities, equipment, food supplies, expendables, etc., necessary for the continued operation of the LEA's food service operation.
4. Buy American Provision under the National School Lunch Program and the School Breakfast Program: The FSMC must purchase, to the maximum extent practicable, domestic commodities that are produced in the United States. "Substantially" means that over 51 percent of the final processed products consist of agricultural commodities that were grown domestically. (SP-02-10)
5. Both LEA and FSMC agree to comply with Section 306 of the Clear Air Act of 1970 as amended (42 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15).
6. LEA and FSMC must recognize energy efficiency standards contained in State Energy Conservation Plan in compliance with the Energy Policy and Conservation act (P.L. 94-163).
7. No payment shall be made for meals that are spoiled or unwholesome, or do not meet detailed specifications as developed by the LEA for each food component as specified in 7 CFR, Part 210.10, or do not otherwise meet the requirements of the Contract. (7CFR 210.16(c)(3)) The FSMC shall keep records of all incidents of

spoilage, or of meal services that fail to meet the specifications for each food component as specified in 7CFR, Part 210.10)

8. Refer to Food Component Specification Sheet containing purchased food specifications; i.e., grade, purchase units, style, condition, weight, ingredients, formulations and delivery times, as outlined by LEA and agreed to by FSMC in procuring food components. (7CFR 210.6(c)(3))
9. All records shall be kept on file for a period of three (3) years after submission of the final Claim for Reimbursement for the fiscal year, except in the instance where audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. (7 CFR 210.23(c))
10. State Education Agency representatives and auditors of the United States Department of Agriculture and the Comptroller General of the United States and the LEA's independent auditors shall have access to all such records for audit and review upon request at a reasonable time and place. Authorized representatives of the LEA, the State Educational Agency, or the United States Department of Agriculture shall have the right to conduct on-site administrative reviews of the food service program.
11. The LEA and FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by Department of Labor regulations 41 CFR Part 60.
12. The written policy of the LEA requiring feeding of needy students, free or at reduced price, shall apply to the FSMC's food service operation.
13. The FSMC shall be responsible for implementing LEA policies covering free and reduce price meals and milk programs for those students designated by the LEA as meeting federal and state agency requirements for those programs. All such meals shall be served and accounted for in a manner approved by the LEA so as to protect the anonymity of recipients.
14. The FSMC shall provide personnel to assist in auditing free and reduced price meal applications, and maintaining such records as the LEA will need to supports its monthly claims for reimbursement under the National School Lunch Program.
15. The FSMC shall not alter the meal prices and/or portions as set forth in RFP 053-0708 once approved without prior written notice and approval of the LEA.
16. LEA may terminate this Contract for breach/neglect as determined by LEA when considering such items as failure to maintain and enforce required standards of sanitation, failure to maintain proper insurance coverage as outlined by Contract, failure to provide required periodic information/statements, or failure to maintain quality of service at a level satisfactory to LEA. The LEA is the responsible authority

without recourse to FNS or DESE for the settlement and satisfaction of all contractual and administrative issues arising from the transaction.

Such authority includes, but is not limited to, source evaluation, protests, disputes, claims, or other matters of contractual nature. Matters concerning violations of the law will be referred to the local, state, or federal authority that has proper jurisdiction. (7 CFR 210.16(b)(2), 210.21(b))

17. Any discovery, invention, software, or programs paid for by the LEA shall be the property of the LEA to which the Sate Agency and USDA shall have unrestricted rights.
18. Notices. If any notice or other correspondence is required to be delivered under this Contract, it shall be given in writing and shall be delivered personally, by overnight delivery service or by United States mail, postage prepaid, certified mail, return receipt requested, in which event it shall be deemed given upon receipt to the Parties at the following addresses (or to such other address as a Party may designate by notice).

To LEA: St. Louis Public Schools
 ATTN: Assistant Superintendent of Operations
 801 N. 11th St.
 St. Louis, MO 63101
 Facsimile No. (314) 345-2631

To FSMC: Chartwells-Thompson Hospitality
 c/o Compass Group USA, INC by and
 through its Chartwells Division
 ATTN: President-Schools
 3 International Drive
 Rye Brook, NY 10573
 Facsimile No. (914) 935-5550

With a copy to: Compass Group USA, Inc.
 ATTN: General Counsel
 2400 Yorkmont Road
 Charlotte, North Carolina 28217

19. IT Security. LEA shall be solely responsible for its information technology systems, including, but not limited to, point-of-sale devices, e-commerce solutions, and computer hardware and software services and applications ("LEA Systems"). As such, LEA shall indemnify, defend and hold harmless FSMC from and against all claims, liabilities, damages and expenses (including reasonable attorneys' fees) arising out of, related to or resulting from: (i) LEA's failure to allow FSMC to interface and connect FSMC' information technology systems and the LEA Systems to the extent necessary for FSMC to perform the services hereunder (or LEA's failure to provide FSMC with any reasonably requested assistance in connection therewith);

(ii) the LEA Systems, including, but not limited to, any breach or compromise thereof or any failure by LEA to take the necessary security and privacy protections as are commercially reasonable under the circumstances; (iii) LEA's failure to comply with any applicable laws or regulations related to the protection of personal information; and/or (iv) LEA's failure to comply with any card association rules related to the protection of cardholder data, including, but not limited to, the payment card industry data security standards.

In Witness whereof, the parties hereto have executed this Contract the day and year first above written.

St. Louis Public Schools
The Special Administrative
Board of the Transitional
School District of the City
of St. Louis
By: *Rick Sullivan*

Name: RIK SULLIVAN

Title: CEO

Date: 10-15-08

Chartwells-Thompson Hospitality
By: Compass Group USA, Inc. by
and through its Chartwells Division

By: *Keith T. Cullinan*

Name: Keith T. Cullinan

Title: President - Schools

Date: 9/3/08



SAINT LOUIS PUBLIC SCHOOLS

Date: July 28, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Enos K. Moss, CFO/Treasurer

VENDOR SELECTION METHOD:

☐ RFP/Bid
☐ Sole Source
☐ Board Policy
☒ Membership

Agenda Item:
Information:
Conference:
Action:

☐
☐
☐
☒

08-19-10-05

SUBJECT:

To ratify the payment of the Missouri School Boards' Association (MSBA) membership dues for the period July 1, 2010 to June 30, 2011. The membership dues will not exceed \$15,000.

BACKGROUND:

MSBA helps school boards succeed through leadership, school board training and advocacy. MSBA also provides services and programs designed to help public schools make the most effective and efficient use of their resources.

CSIP: Goal #

Row #

MSIP:

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

Fund Source: 110 - 2311 - 6381 - 800 - 00	GOB	Requisition #: 10119183
Amount: \$ 15,000.00		
Fund Source: - - - - -		Requisition #:
Amount:		
Fund Source: - - - - -		Requisition #:
Amount:		
Cost not to Exceed: \$ 15,000.00	Pending Funding Availability	Vendor #: 600009315

Department: Office of the Board

Requestor:

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

Missouri School Boards' Association
2100 I-70 Dr. SW
Columbia, MO 65203

DUES STATEMENT

(573) 445-9920 (800) 221-6722
Fax (573) 445-9933

Date	Invoice #
03/17/2010	0911-525

BILL TO:

Attn: Superintendent
St. Louis City
801 N 11th St
Saint Louis, MO 63101-1015

Handwritten signature and date 11/21/10

Remit to: **MSBA, Lock Box 162, California, MO 65018**

Description	Amount
MSBA Membership Dues through June 30, 2011	15,000.00
Reminder Your 30 day grace period and your services will end July 31! Please contact us 573-445-9920 if you have questions.  <i>Your annual dues for FY10-11 are calculated on your district's current Expenditures as reported to DESE.</i>	
Please return payment with copy of invoice by June 30, 2010. Total	15,000.00

Contributions or gifts to the Missouri School Boards' Association are not deductible as charitable contributions for federal income tax purposes. (This statement is required by Section 10701, Revenue Act of 1987.)



SAINT LOUIS PUBLIC SCHOOLS

Date: July 28, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

☐	RFP/Bid
☐	Sole Source
☐	Board Policy
☒	Membership

Agenda Item:
Information:
Conference:
Action:

☐	☐	☐	☒
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08-19-10-06

SUBJECT:

To approve the payment of the Missouri State High School Activities Association (MSHSAA) membership dues for the period September 1, 2010 to August 31, 2011. The membership dues will not exceed \$22,510.01.

BACKGROUND:

MSHSAA sponsors all of the State tournaments for high school sports, cheerleading, pom pom squads, music, speech and debate, winter guard and the scholar bowl. The District high schools participate in many of these events and the membership dues also include a catastrophic insurance coverage for our participants.

CSIP: Goal #

Row #

MSIP:

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

Fund Source:	110	-	1422	-	6381	-	833	-	00	GOB	Requisition #:	10119181
Amount:	\$	22,510.01										
Fund Source:	-	-	-	-	-	-	-	-	-		Requisition #:	
Amount:												
Fund Source:	-	-	-	-	-	-	-	-	-		Requisition #:	
Amount:												
Cost not to Exceed:	\$	22,510.01								Pending Funding Availability	Vendor #:	600008940

Department:

Public High League Office

Requestor:

Dr. Dan Edwards

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

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

Missouri State High School Activities Association

Registration Invoice

Beaumont High School (2010 - 2011)

Remittance Information

The due date for registration payment is September 1, 2010. Registration payments received after this date will be assessed a \$10.00 per month late penalty. The late penalty will increase each month until payment is received.

Please disregard this general notice if you have already submitted payment. If you have not yet submitted your payment for this invoice, you can submit payment online. You may also print out this invoice and submit your payment by mail.

Remittance Address

Please remit payment and a copy of this invoice to:

MSHSAA

PO BOX 1328

Columbia, MO 65205-1328

Summary of Fees

Catastrophic Insurance Fee (High School):	\$474.05
Catastrophic Insurance Fee (Junior High):	\$0.00
High School Sport Registration Fee - Tournament	\$770.00
High School Sport Registration Fee - Participation	\$0.00
High School Activity Registration Fee - Tournament:	\$0.00
High School Activity Registration Fee - Participation:	\$35.00
Late Registration Fee:	\$0.00
Total All Fees:	\$1,279.05

Missouri State High School Activities Association

Registration Invoice

Carnahan High School (2010 - 2011)

Remittance Information

The due date for registration payment is September 1, 2010. Registration payments received after this date will be assessed a \$10.00 per month late penalty. The late penalty will increase each month until payment is received.

Please disregard this general notice if you have already submitted payment. If you have not yet submitted your payment for this invoice, you can submit payment online. You may also print out this invoice and submit your payment by mail.

Remittance Address

Please remit payment and a copy of this invoice to:

MSHSAA

PO BOX 1328

Columbia, MO 65205-1328

Summary of Fees

Catastrophic Insurance Fee (High School):	\$733.53
Catastrophic Insurance Fee (Junior High):	\$0.00
High School Sport Registration Fee - Tournament	\$770.00
High School Sport Registration Fee - Participation	\$0.00
High School Activity Registration Fee - Tournament:	\$70.00
High School Activity Registration Fee - Participation:	\$35.00
Total All Fees:	\$1,608.53

Missouri State High School Activities Association

Registration Invoice

Central Visual and Performing Arts High School (2010 - 2011)

Remittance Information

The due date for registration payment is September 1, 2010. Registration payments received after this date will be assessed a \$10.00 per month late penalty. The late penalty will increase each month until payment is received.

Please disregard this general notice if you have already submitted payment. If you have not yet submitted your payment for this invoice, you can submit payment online. You may also print out this invoice and submit your payment by mail.

Remittance Address

Please remit payment and a copy of this invoice to:

MSHSAA

PO BOX 1328

Columbia, MO 65205-1328

Summary of Fees

Catastrophic Insurance Fee (High School):	\$783.43
Catastrophic Insurance Fee (Junior High):	\$0.00
High School Sport Registration Fee - Tournament	\$0.00
High School Sport Registration Fee - Participation	\$0.00
High School Activity Registration Fee - Tournament:	\$140.00
High School Activity Registration Fee - Participation:	\$0.00
Late Registration Fee:	\$0.00

Total All Fees:

~~\$923.43~~
\$140.00

Missouri State High School Activities Association

Registration Invoice

Cleveland NJROTC High School (2010 - 2011)

Remittance Information

The due date for registration payment is September 1, 2010. Registration payments received after this date will be assessed a \$10.00 per month late penalty. The late penalty will increase each month until payment is received.

Please disregard this general notice if you have already submitted payment. If you have not yet submitted your payment for this invoice, you can submit payment online. You may also print out this invoice and submit your payment by mail.

Remittance Address

Please remit payment and a copy of this invoice to:

MSHSAA

PO BOX 1328

Columbia, MO 65205-1328

Summary of Fees

Catastrophic Insurance Fee (High School):	\$728.54
Catastrophic Insurance Fee (Junior High):	\$0.00
High School Sport Registration Fee - Tournament	\$940.00
High School Sport Registration Fee - Participation	\$25.00
High School Activity Registration Fee - Tournament:	\$70.00
High School Activity Registration Fee - Participation:	\$35.00
Late Registration Fee:	\$0.00

Total All Fees:**\$1,798.54**

Missouri State High School Activities Association

Registration Invoice

Gateway High School (2010 - 2011)

Remittance Information

The due date for registration payment is September 1, 2010. Registration payments received after this date will be assessed a \$10.00 per month late penalty. The late penalty will increase each month until payment is received.

Please disregard this general notice if you have already submitted payment. If you have not yet submitted your payment for this invoice, you can submit payment online. You may also print out this invoice and submit your payment by mail.

Remittance Address

Please remit payment and a copy of this invoice to:

MSHSAA

PO BOX 1328

Columbia, MO 65205-1328

Summary of Fees

Catastrophic Insurance Fee (High School):	\$1,506.98
Catastrophic Insurance Fee (Junior High):	\$0.00
High School Sport Registration Fee - Tournament	\$1,080.00
High School Sport Registration Fee - Participation	\$0.00
High School Activity Registration Fee - Tournament:	\$70.00
High School Activity Registration Fee - Participation:	\$35.00
Late Registration Fee:	\$0.00
Total All Fees:	\$2,691.98

Missouri State High School Activities Association

Registration Invoice

McKinley Classical Leadership High School (2010 - 2011)

Remittance Information

The due date for registration payment is September 1, 2010. Registration payments received after this date will be assessed a \$10.00 per month late penalty. The late penalty will increase each month until payment is received.

Please disregard this general notice if you have already submitted payment. If you have not yet submitted your payment for this invoice, you can submit payment online. You may also print out this invoice and submit your payment by mail.

Remittance Address

Please remit payment and a copy of this invoice to:

MSHSAA

PO BOX 1328

Columbia, MO 65205-1328

Summary of Fees

Catastrophic Insurance Fee (High School):	\$59.88
Catastrophic Insurance Fee (Junior High):	\$0.00
High School Sport Registration Fee - Tournament	\$560.00
High School Sport Registration Fee - Participation	\$0.00
High School Activity Registration Fee - Tournament:	\$140.00
High School Activity Registration Fee - Participation:	\$35.00
Late Registration Fee:	\$0.00

Total All Fees:**\$794.88**

Missouri State High School Activities Association

Registration Invoice

Metro High School (2010 - 2011)

Remittance Information

The due date for registration payment is September 1, 2010. Registration payments received after this date will be assessed a \$10.00 per month late penalty. The late penalty will increase each month until payment is received.

Please disregard this general notice if you have already submitted payment. If you have not yet submitted your payment for this invoice, you can submit payment online. You may also print out this invoice and submit your payment by mail.

Remittance Address

Please remit payment and a copy of this invoice to:

MSHSAA

PO BOX 1328

Columbia, MO 65205-1328

Summary of Fees

Catastrophic Insurance Fee (High School):	\$763.47
Catastrophic Insurance Fee (Junior High):	\$0.00
High School Sport Registration Fee - Tournament	\$910.00
High School Sport Registration Fee - Participation	\$0.00
High School Activity Registration Fee - Tournament:	\$70.00
High School Activity Registration Fee - Participation:	\$35.00
Total All Fees:	\$1,778.47

Missouri State High School Activities Association

Registration Invoice

Miller Career Academy (2010 - 2011)

Remittance Information

The due date for registration payment is September 1, 2010. Registration payments received after this date will be assessed a \$10.00 per month late penalty. The late penalty will increase each month until payment is received.

Please disregard this general notice if you have already submitted payment. If you have not yet submitted your payment for this invoice, you can submit payment online. You may also print out this invoice and submit your payment by mail.

Remittance Address

Please remit payment and a copy of this invoice to:

MSHSAA

PO BOX 1328

Columbia, MO 65205-1328

Summary of Fees

Catastrophic Insurance Fee (High School):	\$1,117.76
Catastrophic Insurance Fee (Junior High):	\$0.00
High School Sport Registration Fee - Tournament	\$1,080.00
High School Sport Registration Fee - Participation	\$0.00
High School Activity Registration Fee - Tournament:	\$210.00
High School Activity Registration Fee - Participation:	\$70.00
Late Registration Fee:	\$0.00
Total All Fees:	\$2,477.76

Missouri State High School Activities Association

Registration Invoice

Transportation and Law High School (2010 - 2011)

Remittance Information

The due date for registration payment is September 1, 2010. Registration payments received after this date will be assessed a \$10.00 per month late penalty. The late penalty will increase each month until payment is received.

Please disregard this general notice if you have already submitted payment. If you have not yet submitted your payment for this invoice, you can submit payment online. You may also print out this invoice and submit your payment by mail.

Remittance Address

Please remit payment and a copy of this invoice to:

MSHSAA

PO BOX 1328

Columbia, MO 65205-1328

Summary of Fees

Catastrophic Insurance Fee (High School):	\$718.56
Catastrophic Insurance Fee (Junior High):	\$0.00
High School Sport Registration Fee - Tournament	\$940.00
High School Sport Registration Fee - Participation	\$0.00
High School Activity Registration Fee - Tournament:	\$70.00
High School Activity Registration Fee - Participation:	\$35.00
Late Registration Fee:	\$0.00

Total All Fees:

\$1,763.56

Missouri State High School Activities Association

Registration Update Invoices

Transportation and Law High School

Invoice for 6/2/2010, 12:50 PM

Remittance Address

Please remit payment and a copy of this invoice to:

MSHSAA

PO BOX 1328

Columbia, MO 65205-1328

Invoice Details

Activity Instance	Action	Fee/Refund
High School Girls Fall Season - Softball	Add new registration.	\$25.00
Total		\$25.00

Total Amount Due:

\$25.00

Missouri State High School Activities Association

Registration Invoice

Roosevelt High School (2010 - 2011)

Remittance Information

The due date for registration payment is September 1, 2010. Registration payments received after this date will be assessed a \$10.00 per month late penalty. The late penalty will increase each month until payment is received.

Please disregard this general notice if you have already submitted payment. If you have not yet submitted your payment for this invoice, you can submit payment online. You may also print out this invoice and submit your payment by mail.

Remittance Address

Please remit payment and a copy of this invoice to:

MSHSAA

PO BOX 1328

Columbia, MO 65205-1328

Summary of Fees

Catastrophic Insurance Fee (High School):	\$1,112.77
Catastrophic Insurance Fee (Junior High):	\$0.00
High School Sport Registration Fee - Tournament	\$870.00
High School Sport Registration Fee - Participation	\$75.00
High School Activity Registration Fee - Tournament:	\$0.00
High School Activity Registration Fee - Participation:	\$35.00
Total All Fees:	\$2,092.77

Missouri State High School Activities Association

Registration Invoice

Soldan International Studies High School (2010 - 2011)

Remittance Information

The due date for registration payment is September 1, 2010. Registration payments received after this date will be assessed a \$10.00 per month late penalty. The late penalty will increase each month until payment is received.

Please disregard this general notice if you have already submitted payment. If you have not yet submitted your payment for this invoice, you can submit payment online. You may also print out this invoice and submit your payment by mail.

Remittance Address

Please remit payment and a copy of this invoice to:

MSHSAA

PO BOX 1328

Columbia, MO 65205-1328

Summary of Fees

Catastrophic Insurance Fee (High School):	\$1,277.44
Catastrophic Insurance Fee (Junior High):	\$0.00
High School Sport Registration Fee - Tournament	\$1,080.00
High School Sport Registration Fee - Participation	\$0.00
High School Activity Registration Fee - Tournament:	\$140.00
High School Activity Registration Fee - Participation:	\$35.00
Late Registration Fee:	\$0.00

Total All Fees:**\$2,532.44**

Missouri State High School Activities Association

Registration Invoice

Sumner High School (2010 - 2011)

Remittance Information

The due date for registration payment is September 1, 2010. Registration payments received after this date will be assessed a \$10.00 per month late penalty. The late penalty will increase each month until payment is received.

Please disregard this general notice if you have already submitted payment. If you have not yet submitted your payment for this invoice, you can submit payment online. You may also print out this invoice and submit your payment by mail.

Remittance Address

Please remit payment and a copy of this invoice to:

MSHSAA

PO BOX 1328

Columbia, MO 65205-1328

Summary of Fees

Catastrophic Insurance Fee (High School):	\$658.68
Catastrophic Insurance Fee (Junior High):	\$0.00
High School Sport Registration Fee - Tournament	\$870.00
High School Sport Registration Fee - Participation	\$25.00
High School Activity Registration Fee - Tournament:	\$0.00
High School Activity Registration Fee - Participation:	\$35.00
Late Registration Fee:	\$0.00
Total All Fees:	\$1,588.68

Missouri State High School Activities Association

Registration Invoice

Vashon High School (2010 - 2011)

Remittance Information

The due date for registration payment is September 1, 2010. Registration payments received after this date will be assessed a \$10.00 per month late penalty. The late penalty will increase each month until payment is received.

Please disregard this general notice if you have already submitted payment. If you have not yet submitted your payment for this invoice, you can submit payment online. You may also print out this invoice and submit your payment by mail.

Remittance Address

Please remit payment and a copy of this invoice to:

MSHSAA

PO BOX 1328

Columbia, MO 65205-1328

Summary of Fees

Catastrophic Insurance Fee (High School):	\$823.35
Catastrophic Insurance Fee (Junior High):	\$0.00
High School Sport Registration Fee - Tournament	\$1,080.00
High School Sport Registration Fee - Participation	\$0.00
High School Activity Registration Fee - Tournament:	\$0.00
High School Activity Registration Fee - Participation:	\$35.00
Late Registration Fee:	\$0.00
Total All Fees:	\$1,938.35



SAINT LOUIS PUBLIC SCHOOLS

Date: July 28, 2010
To: Dr. Kelvin R. Adams, Superintendent
From: Enos K. Moss, CFO/Treasurer

VENDOR SELECTION METHOD:

☐ RFP/Bid
☐ Sole Source
☒ Board Policy
☐ Ratification

Agenda Item:
Information:
Conference:
Action:

☐ ☐ ☐ ☒

08-19-10-07

SUBJECT:

To approve a new Board policy to establish a Whistleblower Policy for the St. Louis Public Schools (SLPS). The Policy will establish procedures for reporting and ensures that no employee will be subject to reprisal or any other form of punishment on the basis that they reported what was reasonably believed to be an act of wrongdoing or a violation of policies or the SLPS's Code of Ethics.

BACKGROUND:

The Whistleblower Policy is intended to minimize the risk of internal and external fraud as well as theft of SLPS assets and fraudulent financial reporting. The Policy details the information required to report fraud or suspected fraud as well as establishing that an individual will be designated as a Compliance Reporting Administrator (CRA).

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	78	MSIP:	8.5.4
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

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

Department: Fiscal Control Director

Requestor: Lynn Byrd

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Whistleblower Policy

St. Louis Public Schools (SLPS) is committed to facilitating open and honest communication relevant to its governance, finances, and compliance with all applicable laws and regulations. SLPS requires all employees and others to observe high standards of business and personal ethics in the conduct of their duties and responsibilities.

The purpose of this policy is to establish a method of reporting within SLPS in order to minimize the risk of internal and external fraud as well as the theft of SLPS assets or fraudulent financial reporting. Employees and representatives of SLPS must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. This policy reflects the practices and principles of behavior that support this commitment. The policy will also protect a person who witnesses or has evidence of personal appropriation of SLPS resources or violation of SLPS policies, procedures or law. More specifically it:

- Encourages persons to disclose serious breaches of conduct covered by SLPS policies, procedures or law;
- Protects employees from reprisal by adverse employment action as a result of having disclosed wrongful conduct (employees who self report misconduct are not afforded protection by this procedure); and
- Provides individuals, who believe they have been subject to reprisal, a fair process to seek relief from retaliatory acts.

We request the assistance of every employee and representative of SLPS who has a reasonable belief or suspicion about any improper transaction. SLPS values this input and each person should feel free to raise issues of concern, in good faith, without fear of retaliation. Employees and representatives of SLPS will not be disciplined, demoted, lose their jobs, or be retaliated against for asking questions or voicing concerns about conduct of this sort. While SLPS has separate policies that cover harassment and employment discrimination, this policy applies to these situations to encourage the reporting of such wrongful actions against SLPS's interest.

Employees and other interested persons are encouraged to report any such improprieties without fear of retaliation or intimidation.

SLPS will investigate any possible fraudulent or dishonest use or misuse of SLPS's resources, any abuse, discrimination, or failure to provide reasonable accommodation by management and staff. SLPS will take appropriate action against anyone found to have engaged in fraudulent, dishonest, abusive or discriminatory conduct, including disciplinary action by SLPS. When warranted, civil or criminal prosecution may also be pursued.

Therefore, all members of SLPS staff and other interested persons are encouraged to report possible fraudulent, abusive, discriminatory, or dishonest conduct, pursuant to the procedures set forth below.

Policy Details

I. Intent of Policy

- a. This policy is intended to protect any individual who engages in good faith disclosure of alleged wrongful conduct to an SLPS official. More specifically it:
 - i. Encourages individuals to disclose wrongful conduct engaged in by others to the appropriate SLPS official so that prompt, corrective action can be taken by SLPS,
 - ii. Informs individuals how allegations of wrongful conduct can be disclosed,
 - iii. Protects individuals from reprisal by adverse employment action or other retaliation as a result of having disclosed wrongful conduct (individuals who self report their own misconduct are not afforded protection by this policy), and
 - iv. Provides individuals, who believe they have been subject to reprisal or false allegations, a fair process to seek relief from these acts.
- b. This policy is also intended to protect against false allegations of wrongful misconduct. Any person who makes a claim under this policy in bad faith, or knows or has reason to know that such claim is false or materially inaccurate, shall be subject to disciplinary sanctions, including reprimand, suspension, demotion or, under appropriate circumstances, termination.
- c. Nothing in this policy is intended to interfere with legitimate employment decisions.

II. Regulations

- a. Acting in good faith
Anyone making a protected disclosure or filing a complaint concerning a violation or suspected violation of this policy must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of this policy.
- b. False allegation
Any employee or interested person who knowingly or with reckless disregard for the truth, gives false information or knowingly makes a false report of wrongful conduct or a subsequent false report of retaliation will be subject to disciplinary action, up to and including termination. Allegations that are not substantiated yet are made in good faith are not subject to corrective action.
- c. Retaliation
No individual who makes a protected disclosure will suffer harassment, retaliation, or adverse employment consequences. Any person who retaliates

against any individual who makes a protected disclosure is subject to discipline up to and including termination. This policy is intended to encourage and enable employees and others to raise serious concerns within SLPS prior to seeking resolution outside the District.

d. Confidentiality

Protected disclosures may be made on a confidential basis by the complainant or may be submitted anonymously by filing a written report in the designated Compliance Reporting Administrator's (CRA) inbox. Protected disclosures and investigatory records will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation. However, employees and others must clearly understand that they have no absolute guarantees regarding confidentiality once the investigative report is turned over to appropriate law enforcement agencies.

e. Handling Protected Disclosures

The CRA will acknowledge receipt of the reported violation or suspected violation to the disclosing individual (if her or his identity is known) within ten working days for most issues and within 24 hours for alleged criminal violations. All reports will be promptly investigated within 45 calendar days and appropriate corrective action will be taken if warranted by the investigation.

III. Reporting Violations

- a. Reports to the CRA must contain: the date on which the criminal conduct and/or suspicious activity occurred if known, a description of the activity and the name(s) of anyone involved in the activity. SLPS will receive and document reports, and will document their disposition.
- b. All reports of criminal conduct and/or suspicious activity received by the CRA will be date-stamped upon arrival. The CRA will review and investigate the complaint within 30 days from receipt of the complaint. If greater time is necessary to review and investigate the complaint, the CRA shall make note of the reasons for the delay.