

**SAINT LOUIS PUBLIC SCHOOLS****Date:** August 9, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Carlinda Purcell, Dep. Supt., Academics**VENDOR SELECTION METHOD:**

- ☒ RFP/Bid RFP 003-1011
☐ Sole Source
☐ Contract Renewal
☐ Ratification

Previous Bd. Res. #:

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

SUBJECT:

To approve the purchase of music instruments and equipment from Nottelmann Music. The instruments include various sizes of drums (a total of 39 drums) as well as 5 sets of marching bells. The equipment includes carriers for the drums and bells. The cost of the purchase will not exceed \$28,893.25.

BACKGROUND:

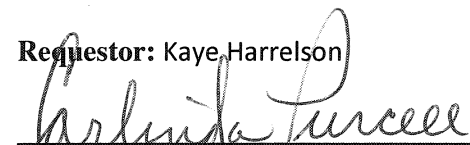
The instruments and equipment are for the six high schools (Beaumont, Gateway, Roosevelt, Soldan, Sumner and Vashon) that provide marching units for parades, sporting activities and community events. These instruments are to replace aged equipment and are part of a program to update the equipment over the next few years.

CSIP: Goal 2: Process Performance **Row:** 121 **MSIP:** 8.8.2


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


Fund Source: 110-1411-6541-847-MY	GOB	Requisition #: 10119450
Amount: \$28,893.25		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$28,893.25	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600004014

Department: Secondary Education**Requestor:** Kaye Harrelson


 Dr. Carlinda Purcell, Dep. Supt., Academics


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent

Marching Percussion Purchase - 2010

School	Address	Item	Model number	Quantity	Unit cost	Total cost
Beaumont	3836 Natural Bridge 63107	Yamaha SFZ-14 snare drum, with carrier	MS-9214M	2	\$ 612.00	\$ 1,224.00
		Yamaha 18" bass drum, with carrier	MSB-8218C	1	\$ 525.50	\$ 525.50
		Yamaha 22" bass drum, with carrier	MB-8222C	1	\$ 568.25	\$ 568.25
		Yamaha 26" bass drum, with carrier	MB-8226C	1	\$ 612.00	\$ 612.00
		Yamaha small quint Toms, with carrier	MQT-68023M	1	\$ 1,017.50	\$ 1,017.50
		Yamaha Marching bells, with carrier	MBL-832F	1	\$ 805.00	\$ 805.00
Gateway IT	5101 McRee, 63110	Yamaha SFZ-14 snare drum, with carrier	MS-9214M	4	\$ 612.00	\$ 2,448.00
		Yamaha 18" bass drum, with carrier	MSB-8218C	2	\$ 525.50	\$ 1,051.00
		Yamaha 24" bass drum, with carrier	MSB-8224C	1	\$ 590.00	\$ 590.00
		Yamaha Marching bells, with carrier	MBL-832F	1	\$ 805.00	\$ 805.00
Roosevelt	3230 Hartford Ave. 63	Yamaha SFZ-14 snare drum, with carrier	MS-9214M	2	\$ 612.00	\$ 1,224.00
		Yamaha 18" bass drum, with carrier	MSB-8218C	1	\$ 525.50	\$ 525.50
		Yamaha 22" bass drum, with carrier	MB-8222C	1	\$ 568.25	\$ 568.25
		Yamaha 26" bass drum, with carrier	MB-8226C	1	\$ 612.00	\$ 612.00
		Yamaha small quint Toms, with carrier	MQT-68023M	1	\$ 1,017.50	\$ 1,017.50
		Yamaha Marching bells, with carrier	MBL-832F	1	\$ 805.00	\$ 805.00
Soldan	918 Union Blvd., 63108	Yamaha SFZ-14 snare drum, with carrier	MS-9214M	4	\$ 612.00	\$ 2,448.00
		Yamaha 18" bass drum, with carrier	MSB-8218C	2	\$ 525.50	\$ 1,051.00
		Yamaha 20" bass drum, with carrier	MB-8220C	1	\$ 547.50	\$ 547.50
		Yamaha small quad Toms, with carrier	MQT-8023M	1	\$ 900.00	\$ 900.00

Sumner	4268 Cottage Ave., 63113	Yamaha SFZ-14 snare drum, with carrier	MS-9214M	3	\$ 612.00	\$ 1,836.00
		Yamaha 18" bass drum, with carrier	MSB-8218C	1	\$ 525.50	\$ 525.50
		Yamaha 26" bass drum, with carrier	MB-8226C	1	\$ 612.00	\$ 612.00
		Yamaha small quint Toms, with carrier	MQT-68023M	1	\$ 1,017.50	\$ 1,017.50
		Yamaha Marching bells, with carrier	MBL-832F	1	\$ 805.00	\$ 805.00
Vashon	3035 Cass Ave. 63106	Yamaha SFZ-14 snare drum, with carrier	MS-9214M	2	\$ 612.00	\$ 1,224.00
		Yamaha 18" bass drum, with carrier	MSB-8218C	1	\$ 525.50	\$ 525.50
		Yamaha 22" bass drum, with carrier	MB-8222C	1	\$ 568.25	\$ 568.25
		Yamaha 26" bass drum, with carrier	MB-8226C	1	\$ 612.00	\$ 612.00
		Yamaha small quint Toms, with carrier	MQT-68023M	1	\$ 1,017.50	\$ 1,017.50
		Yamaha Marching bells, with carrier	MBL-832F	1	\$ 805.00	\$ 805.00

Vendor: Nottelmann Music
1590 Lemay Ferry
St. Louis, MO 63125
314-631-1486
fax 314-631-0308
nottelmannmusic@aol.com

**SAINT LOUIS PUBLIC SCHOOLS****Date:** August 9, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Carlinda Purcell, Dep. Supt., Academics**VENDOR SELECTION METHOD:**

- ☒ RFP/Bid RFP 003-1011
- ☐ Sole Source
- ☐ Contract Renewal
- ☐ Ratification

Previous Bd. Res. #:

Agenda Item: 09-09-10-09

Information: ☐

Conference: ☐

Action: ☒

SUBJECT:

To approve the purchase of 25 sets of choir risers from Wenger Corporation for use at Gateway, Northwest, Roosevelt, Sumner and Clyde C. Miller high schools. The cost will not exceed \$24,762.50

BACKGROUND:

The choir risers support the implementation of the music curriculum and will be used by our choirs in preparation for and delivery of public performances.

CSIP: Goal 2: Process Performance**Row:** 121**MSIP:**

8.8.2

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

Fund Source: 110-1411-6319-847-MY	GOB	Requisition #: 10119448
Amount: \$24,762.50		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$24,762.50	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600002729

Department: Secondary Education**Requestor:** Kaye Harrelson

 Dr. Carlinda Purcell, Dep. Supt., Academics



Angela Banks, Interim Budget Director



Enos Moss, CFO/Treasurer



Dr. Kelvin R. Adams, Superintendent

Choir Risers Purchase - 2010

[illegible]

The only other bid received for choir risers substituted another product which has removable decking on the steps creating a safety concern. Preferred risers also have protective edging around steps, prolonging the life of the riser.



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 Renewal
☐ Ratification

Previous Bd. Res. #:

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

SUBJECT:

To approve the purchase of Accelerated Reader and STAR Assessment reading materials for the non-turnaround High Schools through Renaissance Learning. The total cost will not exceed \$69,840.06.

BACKGROUND:

This resolution is to purchase a Tier II reading intervention program for the non-turnaround High Schools to provide students with skills to: increase their reading proficiency; improve their academic success; and raise their MAP assessment scores. Bids were solicited and received from Renaissance Learning, Inc., Jamestown Navigator, Study Island and Plugged into Learning.

CSIP: Goal 2: Process Performance

Row: 18

MSIP: 6.3.1

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

Fund Source: 110-1151-6358-847-00	GOB	Requisition #: 10119172
Amount: \$69,840.06		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$69,840.06	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600005247

Department: Curriculum & Instruction

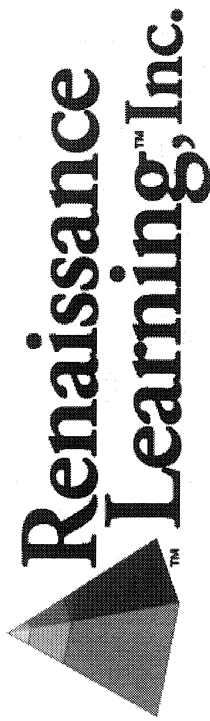
Requestor: Dr. Dan Edwards

Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



PO Box 8036, Wis. Rapids, WI 54495-8036 - Phone: (800) 338-4204 Fax: (877) 280-7642 Federal I.D. 39-1559474

Quote #: 592180 Created: 07/07/2010 Incident #: 8294299

Saint Louis Public School District - 189390
801 N 11th St

Saint Louis, MO 63101-1015

Contact: Cathy Cassy - (314) 231-3720

Email: cathy.cassy@slps.org

Quote Totals by Product

	Reading		Services		Hosting		Totals
	STAR Reading	Accelerated Reader	Seminar	Distance Learning	Hosting	Hosting	
Saint Louis Public School District - 189390							\$25,000.00
Beaumont High School - 189521	\$1,819.48	\$2,545.53	\$25,000.00	\$0.00			\$5,815.01
Carnahan High School of the Future - 1805885	\$1,819.48	\$2,545.53	\$1,450.00	\$0.00			\$5,815.01
Cleveland High School - 189648	\$268.88	\$1,154.30	\$1,450.00	\$0.00			\$2,873.18
Clyde C Miller Career Academy - 2321003	\$268.88	\$2,545.53	\$1,450.00	\$0.00			\$4,264.41
Gateway Institute of Technology - 189628	\$1,819.48	\$1,545.53	\$1,450.00	\$0.00			\$4,815.01
McKinley Classical Junior Academy - 189422	\$1,867.88	\$1,545.53		\$0.00	\$399.00		\$3,812.41
Roosevelt High School - 189856	\$1,819.48	\$2,545.53	\$1,450.00	\$0.00			\$5,815.01
Soldan Int'L Studies High Sch - 189551	\$1,819.48	\$2,545.53	\$1,450.00	\$0.00			\$5,815.01
Trans & Law Academy @ Northwest - 189926	\$1,819.48	\$2,545.53	\$1,450.00	\$0.00			\$5,815.01
Quote Totals	\$13,322.52	\$19,518.54	\$36,600.00	\$0.00	\$399.00		\$69,840.06

Quote #:	592180	Quote Total:	\$69,840.06
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This quote contains subscription-based software.

This quote is for 9 schools and includes the following discounts:
\$3,695.74 in applied discounts.

This quote is not considered an order. To change it into an order, please sign below with an authorized signature. Send a copy of this quote with the purchase order and any required paperwork to be processed. If changes are necessary, or additional information is required, please contact Jennifer Burns at (866)379-3182 or Tanya Cammack at (866)558-4052, Thank You.

Authorized signature: _____ Printed signature: _____ Date: _____

Title: _____ PO# _____

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

This quote is valid for 30 days. Alterations to this quote will not be honored without Renaissance Learning approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance Learning with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order. (Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.16% Hawaii General Excise tax.). Standard payment terms are net 30 days from invoice date.

Renaissance Place is an advanced, web-based, software system. Renaissance Learning personnel are available to assist with each step of the detailed implementation to help you realize the multiple benefits that Renaissance Place provides. To ensure a successful implementation, please allow 30 to 90 days for the remote installation and setup.
All professional development hours must be delivered within 12 months of order acceptance.

Subscription Student Summary

Accelerated Reader Start Date: 8/1/2010 Renewal Date: 6/1/2011	Enterprise Real Time	Student Qty	Alignment	Subscription	Totals
	Beaumont High School - 189521	280	\$946.53	-	\$946.53
	Carnahan High School of the Future - 1805885	280	\$946.53	-	\$946.53
	Cleveland High School - 189648	280	-	\$1,154.30	\$1,154.30
	Clyde C Miller Career Academy - 2321003	280	\$946.53	-	\$946.53
	Gateway Institute of Technology - 189628	280	\$946.53	-	\$946.53
	McKinley Classical Junior Academy - 189422	280	\$946.53	-	\$946.53
	Roosevelt High School - 189856	280	\$946.53	-	\$946.53
	Soldan Int'L Studies High Sch - 189551	280	\$946.53	-	\$946.53
	Trans & Law Academy @ Northwest - 189926	280	\$946.53	-	\$946.53
	Enterprise Real Time Subtotal	2520	\$7,572.24	\$1,154.30	\$8,726.54
	Accelerated Reader Subtotal	2520	\$7,572.24	\$1,154.30	\$8,726.54
STAR Reading Start Date: 8/1/2010 Renewal Date: 6/1/2011	Service Real Time	280	-	\$268.88	\$268.88
	Service Real Time Subtotal	280	-	\$268.88	\$268.88
	Enterprise Real Time	280	\$220.48	-	\$220.48
	Beaumont High School - 189521	280	\$220.48	-	\$220.48
	Carnahan High School of the Future - 1805885	280	\$220.48	-	\$220.48
	Cleveland High School - 189648	280	-	\$268.88	\$268.88
	Clyde C Miller Career Academy - 2321003	280	-	\$268.88	\$268.88
	Gateway Institute of Technology - 189628	280	\$220.48	-	\$220.48
	Roosevelt High School - 189856	280	\$220.48	-	\$220.48
	Soldan Int'L Studies High Sch - 189551	280	\$220.48	-	\$220.48
	Trans & Law Academy @ Northwest - 189926	280	\$220.48	-	\$220.48
	Enterprise Real Time Subtotal	2240	\$1,322.88	\$537.76	\$1,860.64
	STAR Reading Subtotal	2520	\$1,322.88	\$806.64	\$2,129.52
	Subscription Totals (included in Quote Totals section above)	5040	\$8,895.12	\$1,960.94	\$10,856.06

** Alignment covers any partial year subscription necessary to align to the next yearly subscription period. Yearly subscription periods are displayed beneath each product in the Student Subscription Summary section above.

Quote 592180

**Saint Louis Public
School District
801 N 11th St
Saint Louis, MO
63101-1015**

Saint Louis Public School District - 189390

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>	<u>Qty</u>	<u>Extended Price</u>
Program Management Services		\$16,000.00	16000	
Onsite Professional Development Day(s)		\$9,000.00	4	
<i>Includes:</i>				
<i>Reading Professional Development- Onsite Day</i>	2	\$6,000.00		
<i>Reading Professional Development-Consecutive Onsite Day</i>	2	\$3,000.00		

Saint Louis Public School District Subtotal: \$25,000.00

Beaumont High School - 189521

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
Accelerated Reader Enterprise Real Time School Fee	1	\$1,599.00
AR Enterprise Real Time Subscription Alignment Includes access for up to 280 students	Subscription	\$946.53
AR Remote Getting Started Seminars	1	\$0.00
STAR Reading Enterprise Real Time School Fee	1	\$1,599.00
STAR Reading Enterprise Real Time Subscription Alignment Includes access for up to 280 students	Subscription	\$220.48
Accelerated Reader School Mentors Package	1	\$1,450.00

Beaumont High School Subtotal: \$5,815.01

Carnahan High School of the Future - 1805885

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
Accelerated Reader Enterprise Real Time School Fee	1	\$1,599.00
AR Enterprise Real Time Subscription Alignment Includes access for up to 280 students	Subscription	\$946.53
AR Remote Getting Started Seminars	1	\$0.00
STAR Reading Enterprise Real Time School Fee	1	\$1,599.00
STAR Reading Enterprise Real Time Subscription Alignment Includes access for up to 280 students	Subscription	\$220.48

Carnahan High School of the Future - 1805885

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
Accelerated Reader School Mentors Package	1	\$1,450.00
Carnahan High School of the Future Subtotal:		\$5,815.01

Cleveland High School - 189648

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Renewal Includes access for up to 280 students	Subscription	\$1,154.30
STAR Reading Enterprise Real Time Subscription Renewal Includes access for up to 280 students	Subscription	\$268.88
Accelerated Reader School Mentors Package	1	\$1,450.00
Cleveland High School Subtotal:		\$2,873.18

Clyde C Miller Career Academy - 2321003

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
Accelerated Reader Enterprise Real Time School Fee	1	\$1,599.00
AR Enterprise Real Time Subscription Alignment Includes access for up to 280 students	Subscription	\$946.53
AR Remote Getting Started Seminars	1	\$0.00
STAR Reading Enterprise Real Time Subscription Renewal Includes access for up to 280 students	Subscription	\$268.88
Accelerated Reader School Mentors Package	1	\$1,450.00
Clyde C Miller Career Academy Subtotal:		\$4,264.41

Gateway Institute of Technology - 189628

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Alignment Includes access for up to 280 students	Subscription	\$946.53
AR Enterprise Real Time Upgrade from Desktop School Fee	1	\$599.00
AR Remote Getting Started Seminars	1	\$0.00
STAR Reading Enterprise Real Time School Fee	1	\$1,599.00
STAR Reading Enterprise Real Time Subscription Alignment Includes access for up to 280 students	Subscription	\$220.48
Accelerated Reader School Mentors Package	1	\$1,450.00
Gateway Institute of Technology Subtotal:		\$4,815.01

McKinley Classical Junior Academy - 189422

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Alignment Includes access for up to 280 students	Subscription	\$946.53
AR Enterprise Real Time Upgrade from Desktop School Fee	1	\$599.00
AR Remote Getting Started Seminars	1	\$0.00
SR Service Real Time Subscription Includes access for up to 280 students	Subscription	\$268.88
STAR Reading Service Real Time School Fee	1	\$1,599.00
Annual All Product RP Hosting Fee Renewal	1	\$399.00
McKinley Classical Junior Academy Subtotal:		\$3,812.41

Roosevelt High School - 189856

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
Accelerated Reader Enterprise Real Time School Fee	1	\$1,599.00
AR Enterprise Real Time Subscription Alignment Includes access for up to 280 students	Subscription	\$946.53
AR Remote Getting Started Seminars	1	\$0.00
STAR Reading Enterprise Real Time School Fee	1	\$1,599.00
STAR Reading Enterprise Real Time Subscription Alignment Includes access for up to 280 students	Subscription	\$220.48
Accelerated Reader School Mentors Package	1	\$1,450.00
Roosevelt High School Subtotal:		\$5,815.01

Soldan Int'l Studies High Sch - 189551

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
Accelerated Reader Enterprise Real Time School Fee	1	\$1,599.00
AR Enterprise Real Time Subscription Alignment Includes access for up to 280 students	Subscription	\$946.53
AR Remote Getting Started Seminars	1	\$0.00
STAR Reading Enterprise Real Time School Fee	1	\$1,599.00
STAR Reading Enterprise Real Time Subscription Alignment Includes access for up to 280 students	Subscription	\$220.48
Accelerated Reader School Mentors Package	1	\$1,450.00
Soldan Int'l Studies High Sch Subtotal:		\$5,815.01

Trans & Law Academy @ Northwest - 189926

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
Accelerated Reader Enterprise Real Time School Fee	1	\$1,599.00

Trans & Law Academy @ Northwest - 189926

<u>Description</u>	<u>Qty</u>	<u>Extended Price</u>
AR Enterprise Real Time Subscription Alignment Includes access for up to 280 students	Subscription	\$946.53
AR Remote Getting Started Seminars	1	\$0.00
STAR Reading Enterprise Real Time School Fee	1	\$1,599.00
STAR Reading Enterprise Real Time Subscription Alignment Includes access for up to 280 students	Subscription	\$220.48
Accelerated Reader School Mentors Package	1	\$1,450.00
Trans & Law Academy @ Northwest Subtotal:		\$5,815.01

Quote Subtotal: \$69,840.06
Shipping & Processing: \$0.00
Grand Total: \$69,840.06

Site	Name	Grade	Total	ISBN	Title	Publisher	Content Area	Vendor Quantity	Vendor Price	Vendor Total Cost
Beaumont High School	3836 Natural Bridge Ave St. Louis, MO 63107	9-12	1		Accelerated Reader Enterprise Real Time School Fee	Renaissance Learning	Com Arts	1	\$1,599.00	\$1,599.00
					AR Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	1	\$946.53	\$946.53
					AR Remote Getting Started Seminars	Renaissance Learning	Com Arts	1	\$0.00	\$0.00
					STAR Reading Enterprise Real Time School Fee	Renaissance Learning	Com Arts	1	\$1,599.00	\$1,599.00
					STARR Reading Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	1	\$220.48	\$220.48
					Accelerated Reader School Mentors Package	Renaissance Learning	Com Arts	1	\$1,450.00	\$1,450.00
Carnahan High School 4041 S. Broadway St. Louis, MO 63118		9-12	1		Accelerated Reader Enterprise Real Time School Fee	Renaissance Learning	Com Arts	1	\$1,599.00	\$1,599.00
					AR Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	1	\$946.53	\$946.53
					AR Remote Getting Started Seminars	Renaissance Learning	Com Arts	1	\$0.00	\$0.00
					STAR Reading Enterprise Real Time School Fee	Renaissance Learning	Com Arts	1	\$1,599.00	\$1,599.00
					STARR Reading Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	1	\$220.48	\$220.48
					Accelerated Reader School Mentors Package	Renaissance Learning	Com Arts	1	\$1,450.00	\$1,450.00
Cleveland High School 3125 S. Kingshighway St. Louis, MO 63139		9-12	1		AR-Enterprise Real Time Subscription Renewal	Renaissance Learning	Com Arts	Subscription	\$1,154.30	\$1,154.30
					STAR Reading Enterprise Real Time Subscription Renewal	Renaissance Learning	Com Arts	Subscription	\$268.88	\$268.88
					Accelerated Reader School Mentors Package	Renaissance Learning	Com Arts	1	\$1,450.00	\$1,450.00
					Accelerated Reader Enterprise Real Time School Fee	Renaissance Learning	Com Arts	1	\$1,599.00	\$1,599.00
					AR Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	1	\$946.53	\$946.53
					AR Remote Getting Started Seminars	Renaissance Learning	Com Arts	1	\$0.00	\$0.00
Clyde C. Miller Career Academy 1000 N Grand St. Louis, MO 63106		9-12	1		STAR Reading Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	1	\$268.88	\$268.88
					Accelerated Reader School Mentors Package	Renaissance Learning	Com Arts	1	\$1,450.00	\$1,450.00
					Accelerated Reader Enterprise Real Time School Fee	Renaissance Learning	Com Arts	1	\$1,599.00	\$1,599.00
					AR Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	1	\$946.53	\$946.53
					AR Remote Getting Started Seminars	Renaissance Learning	Com Arts	1	\$0.00	\$0.00
					STAR Reading Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	1	\$268.88	\$268.88
Gateway IT High School 5101 McCree		9-12	1		Accelerated Reader Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	1	\$946.53	\$946.53
					AR Enterprise Real Time Upgrade from Desktop School Fee	Renaissance Learning	Com Arts	1	\$599.00	\$599.00

Site	Name	Grade	Total	ISBN	Title	Publisher	Content Area	Vendor Quantity	Vendor Price	Vendor Total Cost
St. Louis, MO 63110			1		AR Remote Getting Started Seminars	Renaissance Learning	Com Arts	1	\$0.00	\$0.00
			1		STAR Reading Enterprise Real Time School Fee	Renaissance Learning	Com Arts	1	\$1,599.00	\$1,599.00
			280		STARR Reading Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	1	\$220.48	\$ 220.48
			1		Accelerated Reader School Mentors Package	Renaissance Learning	Com Arts	1	\$1,450.00	\$1,450.00
McKinley High School 2156 Russell		9-12	1		AR Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	Subscription	\$946.53	\$946.53
			1		AR Enterprise Real Time Upgrade from Desktop School Fee	Renaissance Learning	Com Arts	1	\$599.00	\$599.00
			1		AR Remote Getting Started Seminars	Renaissance Learning	Com Arts	1	\$0.00	\$0.00
			1		SR Service Real Time Subscription	Renaissance Learning	Com Arts	1	\$268.88	\$268.88
			280		STAR Reading Service Real Time School Fee	Renaissance Learning	Com Arts	1	\$1,599.00	\$1,599.00
Roosevelt High School 2516 S. 9th St St. Louis, MO 63104			1		Annual All Product RP Hosting Fee Renewal	Renaissance Learning	Com Arts	1	\$399.00	\$399.00
			1		Accelerated Reader Enterprise Real Time School Fee	Renaissance Learning	Com Arts	1	\$1,599.00	\$1,599.00
			1		AR Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	1	\$946.53	\$946.53
			1		AR Remote Getting Started Seminars	Renaissance Learning	Com Arts	1	\$0.00	\$0.00
Soldan 918 N Union St. Louis, MO 63108			1		STAR Reading Enterprise Real Time School Fee	Renaissance Learning	Com Arts	1	\$1,599.00	\$1,599.00
			280		STAR Reading Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	1	\$220.48	\$ 220.48
			1		Accelerated Reader School Mentors Package	Renaissance Learning	Com Arts	1	\$1,450.00	\$1,450.00
Trans & Law Academy @ Northwest 5140 Riverview Blvd		9-12	1		Accelerated Reader Enterprise Real Time School Fee	Renaissance Learning	Com Arts	1	\$1,599.00	\$1,599.00
			1		AR Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	1	\$946.53	\$946.53
			1		AR Remote Getting Started Seminars	Renaissance Learning	Com Arts	1	\$0.00	\$0.00
			1		STAR Reading Enterprise Real Time School Fee	Renaissance Learning	Com Arts	1	\$1,599.00	\$1,599.00
			280		STAR Reading Enterprise Real Time Subscription Alignment	Renaissance Learning	Com Arts	1	\$220.48	\$ 220.48



School Education Group



Overview

Jamestown Reading Navigator is a reading intervention program designed specifically for middle and high school students. Jamestown Reading Navigator is based on the latest research in adolescent literacy and over 30 years of experience in reaching adolescent readers with the popular Jamestown Education print series. It is designed to accelerate growth in reading fluency and comprehension skills to help struggling students catch up to where they need to be. Noted below are distinguishing features of the program.

- Highly motivating and age appropriate online and print-based content written exclusively for middle and high school readers, ranging in readability from first to almost tenth grade level
- Direct, explicit instruction in reading skills and strategies in an interactive web format, targeted to each student's current reading level
- An assessment-driven online lesson cycle with direct instruction, modeling, practice, and re-teach if necessary
- A strong focus on non-fiction and content area reading strategies needed for success in all subject areas
- ELL support, including content area vocabulary and academic English
- A robust reporting system to track results for individual students, classes, and schools
- Third party benchmark assessment with NWEA modified MAP testing three times a year
- On-going progress monitoring with maze assessment every two weeks
- Professional Development and teacher support tools to help you effectively implement a reading intervention program in your school

Research Base

Jamestown Reading Navigator aligns with the new *Reading Next* report from the Alliance for Excellent Education. (*Reading Next: A Vision for Action and Research in Middle and High School Literacy*, a Report to Carnegie Corporation of New York, 2004) This groundbreaking report outlines fifteen "Key Elements" of effective literacy instruction for adolescents, covering instructional models, content, formative and summative assessment, professional development, and school infrastructure and leadership elements. Bringing together years of research in adolescent literacy, it is the document that will be used to define effective programs for adolescent literacy for the next several years. Jamestown Reading Navigator is built around the Key Elements defined in this report.

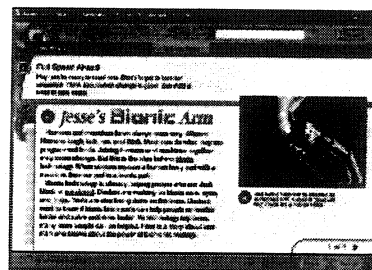
Reading Levels Addressed

Jamestown Reading Navigator offers age-appropriate instruction for adolescent learners, regardless of whether they are starting from basic phonics instruction or just need to brush up on high school level skills and reading material. When students start the program, they are given an initial online placement test that places them into one of four levels: Level 1 (Reading levels 1-2); Level 2 (Reading levels 3-4); Level 3 (Reading levels 5-6); or Level 4 (Reading levels 7-9+). For students starting with very basic literacy skills, Level 1 focuses on sight words and phonics and decoding as well reading comprehension and vocabulary.

How Jamestown Reading Navigator Works

Jamestown Reading Navigator combines an adaptive online learning system with print resources and teacher direct instruction to provide a comprehensive, intensive intervention program that addresses all aspects of literacy - phonics and phonemic awareness, fluency, vocabulary development, comprehension skills, and writing.

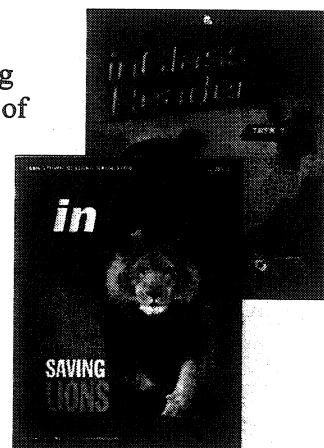
- **Online Instruction:** The online portion program is designed to allow students to work independently with materials targeted to their reading level and skill set. The online program provides direct, explicit instruction and modeling of reading comprehension skills, a research-based approach to vocabulary development, fluency training and monitoring and ample writing opportunities in a student-friendly, engaging environment. Level 1 of the program also provides direct instruction in phonics and decoding and sight-word training. All lessons are wrapped into the context of high-interest, age-appropriate reading selections with a strong emphasis on content-area and expository text. Through the initial placement test and ongoing diagnostic pre- and post-testing for each lesson, the program will adapt to student learning needs by allowing them to quickly accelerate through lessons when they are successful and providing automatic re-teaching opportunities when they are struggling.



- **Progress Monitoring:** Every step of the way, students are monitored for growth in overall reading achievement, specific reading comprehension skills, vocabulary development, fluency, and writing skills. A comprehensive Learning Management System allows teachers and administrators to track student progress and make instructional decisions based on student performance data.

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- **Print Resources:** Students will have ample opportunity to utilize print resources for independent reading practice, peer sharing, and small group activities. Print resources are designed to help students transfer the reading skills they are learning in the online program to authentic texts. A variety of genres, subjects, and text types – including 75% expository text and 25% authentic literature and poetry – allow students to apply important reading strategies across different formats. Print resources include **InClass Readers**, leveled anthologies designed for collaborative learning and independent practice. Students also will have **InTime Magazines**, leveled magazines designed to promote independent recreational reading. Teacher Resource Guides for InClass and InTime provide classroom ideas and lesson plans for effectively using these resources. All of the content in Jamestown Reading Navigator has been selected for its strong appeal to adolescent students. A mix of 75% high-interest non-fiction and 25% authentic literature and poetry prepares students for success with all types of texts and guarantees that every student will find stories that appeal to their interests. Students will find stories and articles that introduce them to a variety of cultures and real-world events, from the African-American experience, to stories of immigrants, to articles about teens in different parts of the world. Students will also find stories about extreme sports, famous people, and incredible challenges sure to engage even the most reluctant readers – many with special appeal to boys, who often are difficult to engage in reading. A strong focus on expository text and academic vocabulary as well as classroom strategies geared towards transfer of reading skills to a variety of genres and text types ensures that success in Jamestown Reading Navigator will translate into success in content area classes, high stakes testing, and real-world reading situations.



Professional Development

Jamestown Reading Navigator professional development aligns with recommendations based in research and expert opinion relating to scope and access for development of effective professional competency. We offer comprehensive online and on-site implementation training and professional development to help teachers be successful and to promote and sustain best teaching practices in the classroom.

On-Site Training

With the purchase of 100 seats or more, we provide an on-site initial training for teachers implementing *Jamestown Reading Navigator*. This on-site training includes:

- The research foundation utilized in the development of the program
- Implementation options that adapt to the structure of the site/school
- Procedures for the on-line and teacher-led instruction
- Information on assessment from placement to progressing monitoring
- Strategies for meeting individual needs of students

Online Training

Online and video based training sessions are available on demand so that teachers can learn from master teachers. Teachers have access to a 3-part Webinar that provides the necessary information to be successful with implementing *Jamestown Reading Navigator*.

Online Courses

Online courses are available to teachers implementing *Jamestown Reading Navigator*. These courses provide an in-depth look at key teaching techniques used to improve student performance. Each module

provides teachers with the professional development to support the key instruction components of the program. The modules include: Implementation, Oral Reading Fluency, Vocabulary, Reading Comprehension, Writing, and Assessment to Inform Instruction. Each module contains print, video, and interactive experiences to instruct and model. Professional articles introduce the topic followed by online activities to review key points. Each topic is demonstrated through video lessons or classroom models. Following this introduction, activities provide teachers opportunities to evaluate and reflect on their learning. The module's content is then extended through classroom application.

Additional Support

Additional on-site support can be purchased to support classroom instruction with modeling of lessons, observing teachers and providing feedback, and working in grade level meetings.

Cost Proposal

Based on the opportunity of 3,396 licenses, McGraw-Hill can offer the St. Louis Public Schools up to 113 free Teacher and 113 free Student Classroom packages. The Teacher package includes a *Teacher Resource Binder*, a *Reteaching Skills Support Binder*, an *InClass Reader Teacher Guide*, and three *inTime* magazine Teacher Guides. Each Student Classroom package includes four copies of each level of the *inClass Readers* (16 total) along with the accompanying Audio CDs, 24 *inTime* magazines and six *inTime* Spanish magazines.

In addition to the print teacher and student materials, McGraw-Hill will partner with you for professional development. McGraw-Hill will train your teachers to implement the program. After the initial implementation training, we can provide support visits for teachers using *Jamestown Reading Navigator*.

The student licenses deliver over 145 lessons, independent progress monitoring, and three NWEA Benchmark exams along with extensive reporting on the student's performance. The license is valid for one year and students can be cycled in and out of the program as needed. For the cost of the student licenses you also receive additional student print material and extensive teacher materials that provide more lessons for re-teaching and remediation. The chart below details the costs of the licenses and the free-with-order packages included in the offer.

Item	Qty	Price	Total
1-year Student License	3396	\$99	\$336,204
Teacher Classroom Package	113	\$249.36	\$28,177.68
Includes: 1 Teacher Resource Binder 1 Reteaching Skills Support Binder 1 Teacher Guide for inClass Readers 3 Teacher Guides for inTime magazine			
Student Classroom Package	113	\$606.54	\$68,539.02
Includes: 16 inClass Readers (4 copies of each level) 16 inClass Reader Audio CDs 24 inTime magazines 6 inTime Spanish magazines			
Support Visits	14	\$2000	\$28,000.00

Plugged-in to Nonfiction Implementation Proposal for SLPS

[illegible]

HIGH SCHOOLS							
Metro	4	1	24	8	6	17	51
Soldan	5	1	24	8	6	17	51
Vashon	5	1	24	8	6	17	51
Carnahan	3	1	24	8	6	17	51
Central	4	1	24	8	6	17	51
Cleveland	4	1	24	8	6	17	51
Roosevelt	6	1	24	8	6	17	51
TOTAL	25	7	168	56	42	119	357
COST	\$9295 x 25 = \$207,375 Includes 1 copy of audio on CD for Core & PSG, Playaway for Independent						

Plugged-in to Nonfiction Implementation Proposal for SLPS

Grade Level	# Units	# Core Text Titles	# Print Copies	# Power Strategy Text Titles	# Print Copies	# Independent Reading Text Titles	# Print Copies
MIDDLE SCHOOLS							
Carr Lane	5	1	24	8	6	17	51
Gateway	8	1	24	8	6	17	51
L'ouverture	5	1	24	8	6	17	51
Bunche	3	1	24	8	6	17	51
Long	3	1	24	8	6	17	51
McKinley	5	1	24	8	6	17	51
Stevens	3	1	24	8	6	17	51
Yeatman	1	1	24	8	6	17	51
Innovation Concept	2	1	24	8	6	17	51
TOTAL	35	9	216	72	54	153	459
COST	$50.95 \times 35 = \$2,303.25$ Includes Taudio CD for Core and PSG, Playaway for Independent						

Plugged-in to Reading Implementation Proposal for SLPS

Schools	# Units	# Core Text Titles	# Print Copies	# Lit Circle Text Titles	# Print Copies	# Independent Reading Text Titles	# Print Copies
MIDDLE SCHOOLS							
Carr Lane	5	1	24	3	24	15	30
Gateway	8	1	24	3	24	15	30
L'ouverture	5	1	24	3	24	15	30
Bunche	3	1	24	3	24	15	30
Long	3	1	24	3	24	15	30
McKinley	5	1	24	3	24	15	30
Stevens	3	1	24	3	24	15	30
Yeatman	1	1	24	3	24	15	30
Innovation Concept	2	1	24	3	24	15	30
TOTAL	35	9	216	27	216	135	270
COST	\$1595 x 35 = \$56,325						

3-year Professional Development Plan for St. Louis Public Schools

1 st Year		2 nd Year		3 rd Year	
Curriculum planning	2 days	Launch Training for new PITR teachers	2 days	Launch Training for new PITR teachers	2 days
1 st semester Launch Training for teachers, coaches, support personnel	2 days	Lesson Planning w/ teachers, coaches, support personnel	1 day	Lesson Planning w/ teachers, coaches, support personnel	1 day
Administrator Training	½ day	Administrator Training for new leadership	½	Administrator training for new leadership	½ day
2 nd semester Launch Training	1 day	2 nd semester Launch Training	1 day	2 nd semester Launch Training	1 day
Follow-up Training (classroom observations & debrief, modeled lessons, walk-thrus)	TBD	Follow-up Training (classroom observations & debrief, modeled lessons, walk-thrus)	TBD	Follow-up training (classroom observations & debrief, modeled lessons, walk-thrus)	TBD
Identify on-site educators at district, school and classroom levels to form on-site cadre of Plugged-in leadership.		Work hand-in-hand with on-site team for training scenarios. Leaders performing with efficacy will model components of the program during trainings.		Provide support as-needed to on-site cadre who will conduct training sessions.	

Number of consultant days TBD based on number of teachers implementing PITR & PITNF, grades 3 - 12.

Plugged-in to Reading Implementation Proposal for SLPS

Grade Level	# Units	# Core Text Titles per unit	# Print Copies	# Lit Circle Titles/unit	# Print Copies	Independent Reading Text Titles per unit	# Print Copies
ELEMENTARY SCHOOLS							
3 rd Grade	42x3=126	1	24	3	24	15	30
4 th Grade	42x3=126	1	24	3	24	15	30
5 th Grade	42x3=126	1	24	3	24	15	30
6 th Grade	22x3=66	1	24	3	24	15	30
TOTAL	444	4	96	12	96	60	120
COST	\$1895 x 444 = \$841,380						
HIGH SCHOOLS							
Metro	4	1	24	3	24	15	30
Soldan	5	1	24	3	24	15	30
Vashon	5	1	24	3	24	15	30
Carnahan	3	1	24	3	24	15	30
Central	4	1	24	3	24	15	30
Cleveland	4	1	24	3	24	15	30
Roosevelt	6	1	24	3	24	15	30
TOTAL	25	7	168	21	168	105	210
COST	\$1895 x 25 = \$47,375						



Study Island Price Quotation

3400 Carlisle Street, Suite 345
 Dallas, TX 75204
 (800) 419-3191 (o)
 (877) 592-1357 (f)

21-Apr-10

Prepared for:

Cathy Cassy
 St. Louis Public Schools: High Schools
 801 N. 11th St.
 St. Louis, MO 63101
 W - 314-345-2314

School name, Product Description	1 Year Price	2 Year Price, 5% discount	3 Year Price, 10% discount
HIGH SCHOOL BUNDLE: \$7 per student x 3,396	23,772	\$45,167	\$64,184
Intervention Strand for Struggling Learners and ELL Tier 1 & II Reading EOC: Alg I&II, ENG I&II, Geometry, Biology, and Government College & Career Readiness/Developmental: Reading, Writing, and Mathematics Advanced Placement: US Hist, Eng Lit&Comp, Eng Lang&Comp, CAL BC, AB, Bio, Chemistry, Physics ACT Preparation College-Level Study Guides			
K-8th Grade Content will be added at no additional charge for remediation.	\$0.00		
Professional Development: 3-2 hour sessions for up to 30 teachers per session Trainer Travel: 6 hours at \$30 per hour	\$780.00 \$180.00	\$780.00 \$180.00	\$780.00 \$180.00
April Promotion: Purchase for 2 years by April 30, 2010 and receive the 3rd year FREE.			
	23,772	\$46,197	\$65,184

Purchase orders may be faxed to (877) 592-1357 or mailed to Study Island, 3400 Carlisle Street, Suite 345, Dallas, TX 75204. We will make every attempt to process all orders within one business day after receiving the purchase order. Contact information for the school and administrator, if not provided at the time of purchase, will be collected at the time of setup. Administrative manuals will be sent to the designated administrator for each school.

Study Island is an internet-based product licensed on a subscription basis. No software will be shipped to the school and/or district. Tax, shipping and/or handling fees are not assessed except in the state of Arizona.



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:

<input type="checkbox"/>	RFP/Bid
<input type="checkbox"/>	Sole Source
<input checked="" type="checkbox"/>	Contract Renewal
<input checked="" type="checkbox"/>	Ratification

08-06-09-25

Agenda Item:
Information:
Conference:
Action:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

09-09-10-11

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

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 <input checked="" type="checkbox"/>	Pending Funding Availability
Vendor #: 600012482	

Department: Food Service

Angela Banks, Interim Budget Director

Requestor: Althea Albert-Santiago

Enos Moss, CFO/Treasurer

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

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	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 <input checked="" type="checkbox"/> No <input type="checkbox"/>		

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: 

Name: Rick Sullivan

Title: CEO

Date: 10.8.09

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

By: 

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:

Exhibit s 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.

<input checked="" type="checkbox"/> National School Lunch Program (NSLP)	<input checked="" type="checkbox"/> A la Carte
<input checked="" type="checkbox"/> School Breakfast (SBP)	<input checked="" type="checkbox"/> Adult Meals
<input checked="" type="checkbox"/> After-School Snack Program	<input checked="" type="checkbox"/> Catering
<input checked="" type="checkbox"/> Special Milk Program (SMP)	<input type="checkbox"/> Concessions
<input type="checkbox"/> Contracted Meals	<input type="checkbox"/> Vending (machines in cafeteria)
	<input checked="" type="checkbox"/> 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 last 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 breakouts 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 prior to* 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

☒ 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 breakouts 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 State 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's 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: 

Name: RIK SULLIVAN

Title: CEO

Date: 10-15-08

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

By: 

Name: Keith T. Cullinan

Title: President - Schools

Date: 9/3/08



SAINT LOUIS PUBLIC SCHOOLS

Date: August 30, 2010

To: Kelvin R. Adams, Ph.D.

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

VENDOR SELECTION METHOD:

☐ RFP/Bid
☐ Sole Source
☐ Contract Renewal *Previous Bd. Res. #*
☒ Memorandum of Understanding (MOU)

Agenda Item:
 Information:
 Conference:
 Action:

☐
☐
☐
☒

09-30-10-01

SUBJECT:

To approve a Memorandum of Understanding with Good Journey Development Foundation to provide for youth ages 11-18 activities/programs including, but not limited to: Life Skill, Art Therapy and Youth Get Away Overnight Respite scheduled at the Monsanto YMCA. This program will be implemented at Stevens Community Education Full Service School and will possibly expand to additional full service schools.

BACKGROUND:

Good Journey will provide and deliver curriculum, materials, student incentives and snacks for Life Skills activities, "Youth Get Away" respite and Art Therapy for youth ages 11-18 years old aimed at juvenile delinquency prevention and dropout prevention. They will also provide community outreach opportunities related to violence prevention and juvenile delinquency targeted for male/female youth who live in zip codes of 63108, 63112, 63113, 63115 and 63120. The performance objectives of the program are: a minimum of 75% of youth participants will have a decrease in discipline infractions during the course of the school year; and a minimum of 75% of youth participants will have an increase in attendance during the course of the school year.

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

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

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

Department: Community Education

Requestor: John Windom

Blake Youde, Dep. Supt. Institutional Advancement

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Kelvin R. Adams, Ph.D., Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the Good Journey Development Foundation ("Agency") on this 1st day of October, 2010.

The purpose of this Memorandum of Understanding is to establish a partnership between Good Journey Development Foundation and the St. Louis Public Schools in order to recruit and secure participation for youth ages 11-18 in activities/programs including, but not limited to: Life Skill, Art Therapy and Youth Get Away Overnight Respite scheduled at the Monsanto YMCA. This program will be implemented at Stevens Community Education Full Service School and will possibly expand to additional full service schools.

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

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

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

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

5. **Obligations of SLPS:**

(a) Provide opportunities for representatives from Good Journey Development Foundation to make presentations at area community education full service schools and middle/high schools for recruitment purposes to after school Life Skills activities/programming, overnight youth get away respites and Art Therapy sessions.

(b) Make ongoing referrals and ensure involvement of youth from middle and high schools in the St. Louis Public School to participate in the Good Journey Life Skills activities/programs, youth get away overnight respites and Art Therapy Sessions.

(c) _____

6. **Obligations of Agency:**

(a) Provide and deliver curriculum, materials, student incentives and snacks for Life Skills activities, "Youth Get Away" respites and Art Therapy for youth ages 11-18 years old aimed at juvenile delinquency and dropout prevention.

(b) Distribute local community resources (i.e., pamphlets, handouts and/or booklets) available to each participant during the duration of the program (e.g. contacts to school principals, administrators, CEFSS Directors, and teachers, etc.) related to life skills, overnight "Youth Get Away" respites to be held at the YMCA and also Art Therapy for youth ages 11-18 years of old.

(b) Meet with area representatives in the St. Louis Pubic School district to make them aware of educational resources and programs aimed at juvenile delinquency prevention. These educational resources and programs will be life skills, overnight "Youth Get Away" respites to be held at the YMCA and also Art Therapy for youth ages 11-18 years of old.

(c) Provide supervision and/or reporting of program activities for youth aimed at Juvenile Delinquency Prevention – including but not limited to Youth Get Away Overnight Respites, Life Skills and Art Therapy.

(d) Provide community outreach opportunities related to violence prevention and juvenile delinquency targeted for males/female youth who live in zip codes of 63108, 63112, 63113, 63115 and 63120.

(e) Designate a contact person to serve as liaison between agencies. Also, maintain and share records with SLPS upon request.

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

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

(a) A minimum of 30 youth participating in the program at each site.

(b) A minimum of 20 youth will have completed 6-10 weeks of program activities at each site.

(c) A minimum of 60% of youth participants will have a decrease in discipline infractions during the course of the school year.

(d) A minimum of 75% of youth participants will have an increase in attendance during the course of the school year.

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

Saint Louis Public Schools

Good Journey Development Foundation

By: _____

Name: _____

Title: _____

By: _____

Name: Dionne Ferguson

Title: Executive Director



SAINT LOUIS PUBLIC SCHOOLS

Date: August 30, 2010

To: Kelvin R. Adams, Ph.D.

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

VENDOR SELECTION METHOD:

<input type="checkbox"/>	RFP/Bid	_____
<input type="checkbox"/>	Sole Source	_____
<input type="checkbox"/>	Contract Renewal	Previous Bd. Res. # _____
<input checked="" type="checkbox"/>	Memorandum of Understanding (MOU)	_____

Agenda Item:
Information:
Conference:
Action:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

09-30-10-02

SUBJECT:

To approve a Memorandum of Understanding with Rainbow Counseling, LLC to offer on-site and in-home therapy services to students and their families attending the Clay Elementary, Ford Elementary, Hamilton eMINTS Elementary, Sigel Elementary, Stevens Middle, Walbridge Elementary, and Yeatman-Liddell Middle Community Education Full Service Schools.

BACKGROUND:

Rainbow Counseling will meet with clients at school or make in-home and/or community visits to provide individual therapy, family therapy, couples therapy, parent/child interactive therapy, parenting classes, support groups, or correct/improve identified student behavior(s) as clients need. Client satisfaction surveys will be completed upon case closing and any concerns that are noted in the survey will be addressed. Client scores on client symptom checklists will decrease, indicating that fewer mental health symptoms are present at the end of the services provided to individuals and families.

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

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

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

Department: Community Education

Requestor: _____

John Windom

Blake Youde, Dep. Supt. - Institutional Advancement

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Kelvin R. Adams, Ph.D., Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the Rainbow Counseling, LLC ("Agency") on this 1st day of October 2010.

The purpose of this Memorandum of Understanding is to establish a partnership between Rainbow Counseling, LLC and the St. Louis Public Schools in order to offer on site and in-home therapy services to students and their families attending at Clay Elementary CEFSS, Ford Elementary CEFSS, Hamilton eMINTS Elementary CEFSS, Sigel Elementary CEFSS, Stevens Middle CEFSS, Walbridge Elementary CEFSS, and Yeatman-Liddell Middle CEFSS.

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

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

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

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

5. **Obligations of SLPS:**

(a) Provide appropriate private meeting space inclusive of a desk, chair; telephone that accesses an outside line; ability to secure files and records.

(b) Recruit/refer students or families needing counseling services and secure completed parental consent forms.

(c) Identify behaviors creating need for services, monitor program & coordinate services with Rainbow Counseling.

6. **Obligations of Agency:**

(a) Provide individual therapy, family therapy, couples therapy, parent/child interactive therapy, parenting classes, or support groups as clients need.

(b) Make in-home and/or community visits to provide the above-mentioned services.

(c) Correct/improve identified student behavior(s).

(d) Agency is responsible for securing client files and correspondence.

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

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

(a) Client satisfaction surveys will be completed upon case closing and will address any concerns that may be noted in the survey.

(b) Therapist or therapist's supervisor will address all concerns that are brought to the attention of the therapist to readily correct a situation or a misunderstanding.

(c) Client scores on client symptom checklists will decrease indicating that fewer mental health symptoms are present at the end of the services provided to individuals and families.

(d) Data will be made available to document performance standards a – c.

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

Saint Louis Public Schools

(Agency)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



SAINT LOUIS PUBLIC SCHOOLS

Date: August 31, 2010

To: Kelvin R. Adams, Ph.D.

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

VENDOR SELECTION METHOD:

<input type="checkbox"/>	RFP/Bid	_____
<input type="checkbox"/>	Sole Source	_____
<input type="checkbox"/>	Contract Renewal	Previous Bd. Res. # _____
<input checked="" type="checkbox"/>	Memorandum of Understanding (MOU)	_____

Agenda Item:
Information:
Conference:
Action:

<input type="checkbox"/>	09-30-10-03
<input type="checkbox"/>	
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	

SUBJECT:

To approve a Memorandum of Understanding with Girls, Inc. to provide two traditional/prevention programs for youth, ages 4-18, entitled "Financial Education - Money Power" and "Kid Savvy". The program will be implemented at Hamilton eMints Academy Community Education Full Service School.

BACKGROUND:

Girls, Inc. will provide teaching staff, curriculum, and supplies for two consecutive one-hour classes entitled Financial Education-Money Power and Kid Savvy. Report school participation to Operation Weed & Seed (funding agency). A minimum of 75% of the children who participate in the Kids Savvy program will: (1) learn to respond assertively to unsafe situations and (2) learn personal safety techniques. The performance objectives of the program are: a minimum of 75% of the children who participate in the Financial Education - Money Power will learn how to identify, recognize, count and understand the value of money and participants will learn how money is earned, how to be smart shoppers, how to best spend their money and explore the differences between needs and wants. A pre-post test will be the evaluation tool.

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

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

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

Department: Community Education

Requestor:

John Windom

Blake Youde, Dep. Supt. - Institutional Advancement

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Kelvin R. Adams, Ph.D., Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the Girls Incorporated ("Agency") on this 1st day of October, 2010.

The purpose of this Memorandum of Understanding is to establish a partnership between Girls Incorporated and the St. Louis Public Schools in order to provide two traditional/prevention programs for youth, ages 4-18, entitled "Financial Education –Money Power" and "Kid Savvy". The program will be implemented at Hamilton eMints Academy Community Education Full Service School.

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

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

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

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

5. **Obligations of SLPS:**

(a) Work with agency to recruit and enroll youth, grades Kg through 5; obtain parental consent.

(b) Provide classroom space.

(c) Monitor program participation; coordinate services with Girls Incorporated.

6. **Obligations of Agency:**

(a) Provide teaching staff for two consecutive one-hour classes entitled Financial Education-Money Power and Kid Savvy.

(b) Provide curriculum and supplies for the above-mentioned courses.

(c) Report school participation to Operation Weed & Seed (funding agency).

(d) Maintain and share accurate data records with SLPS upon request.

(e) The terms of the document titled Contract Services – Fee-Based Programs and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

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

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

(a) A minimum of 75% of the children who participate in the KIDS SAVVY program will: (1) learn to respond assertively to unsafe situations; (2) learn personal safety techniques.

(b) A minimum of 75% of the children who participate in the FINANCIAL EDUCATION-MONEY POWER will learn how to identify, recognize, count and understand the value of money. Participants will learn how money is earned, how to be smart shoppers, how to best spend their money and explore the differences between needs and wants. Evaluation tool: pre-post test.

(c) _____

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

Saint Louis Public Schools

(Agency)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



Girls Incorporated of St. Louis
Outreach Programs
3801 Nelson Drive
St. Louis, Mo. 63121
Phone: (314) 385-8088
Fax: (314) 385-6540

Victoria Nelson, Executive Director

Elaine Lee, Program Director

Outreach Department

K. Michelle Elliott, Contract Services/ Outreach Director

For Additional Information:

www.girlsincstl.org

All programs are tailored to individual organizational needs. Our programs target both boys and girls and are taught by trained Girls Incorporated instructors. Programs are available both during and after school. The fees for the programs are negotiable.

Contract Services

Fee Based Programs

Traditional/ Prevention Programs:

Financial Education program provides important finance skills for children ages 4 thru 18. Through this program students will learn how to identify, recognize, count and understand the value of money. Participants will learn how people earn money, how to save money, how to be smart shoppers, how to best spend their money and explore the differences between needs and wants.

Kid Savvy is a child safety program that covers various safety topics. These topics include, but are not limited to: home, fire, internet and automobile safety. This program helps teach children ages 4-12 general self safety techniques and how to respond assertively in unsafe situations.



SAINT LOUIS PUBLIC SCHOOLS

Date: August 30, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

<input type="checkbox"/>	RFP/Bid	_____
<input type="checkbox"/>	Sole Source	_____
<input type="checkbox"/>	Board Policy	_____
<input checked="" type="checkbox"/>	Ratiofication	_____

Agenda Item:
Information:
Conference:
Action:

<input type="checkbox"/>	09-30-10-04
<input type="checkbox"/>	
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	

SUBJECT:

To ratify the purchase of the Intro to AutoCad 2010 textbook and the Technical Drawing Bundle from Pearson Learning/Scott Foresman for Gateway and Sumner High Schools in an amount not to exceed \$8,170.26.

BACKGROUND:

These textbooks are an update to the textbooks currently in use and support the instruction of AutoCad at Gateway and Sumner High Schools. The textbooks are specifically written to support the AutoCad programs and equipment purchased last year.

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	38			MSIP:	7.3.2
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

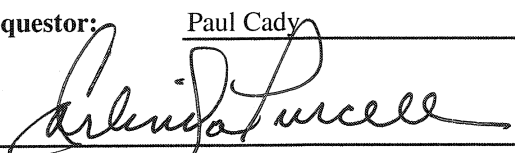
Fund Source: 110 - 2492 - 6421 - 826 - 00 GOB	Requisition #: 10119236 & 10119237
Amount: \$ 8,170.26	
Fund Source: - - - - -	Requisition #: _____
Amount: _____	
Fund Source: - - - - -	Requisition #: _____
Amount: _____	
Cost not to Exceed: \$ 8,170.26	Pending Funding Availability
	Vendor #: 600005234

Department: Career and Technical Education


Angela Banks, Interim Budget Director

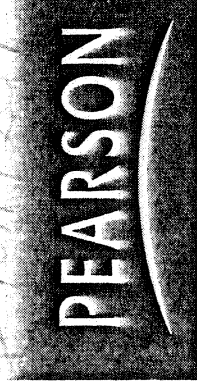
Requestor: Paul Cady


Enos Moss, CFO/Treasurer


Dr. Carlinda Purcell, Dep. Supt. Academics

Dr. Kelvin R. Adams, Superintendent

#101192037



PEARSON
COST PROPOSAL
Contract # 4600003250
April 27, 2010

For: St. Louis Public Schools, MO

TITLE	ISBN	NET PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL
Intro to AutoCad 2010 and Technical Drawing Bundle	013-704-5395	\$148.55	25	\$3,713.75		\$0.00
TOTAL COST TO SCHOOL				\$3,713.75		
SHIPPING				\$371.38		
TOTAL				\$4,085.13		

Prices quoted are Net and are firm until September 30, 2010
Pearson Prentice Hall reserves the right to correct errors.

SHOULD YOU NEED ADDITIONAL INFORMATION, PLEASE CONTACT:

Bart Zwiers at 866-326-4259

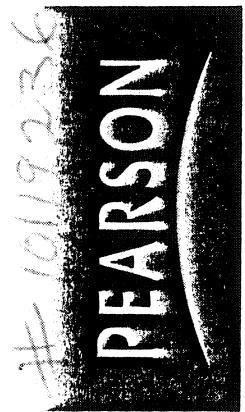
HOW TO ORDER:

Send a copy of this Proposal
along with your Purchase Order to:
Pearson Prentice Hall
PO Box 2500
Lebanon, IN 46052-3009

5/12/10
OK till 9/30 - per Bart Zwiers
Send value contract
P/K

Ship To:
Sumner High School
Att N: Robyn Ray
4268 Cottage Ave.
St. Louis, MO 63113

Or, fax the Proposal and your Purchase Order
to: 877-260-2530



Acct. # 110-2010 806-00-110 6421
Contract # 4600003250
PEARSON
COST PROPOSAL
April 27, 2010

For: St. Louis Public Schools, MO

TITLE	ISBN	NET PRICE	QUANTITY	TOTAL	QUANTITY	TOTAL
Intro to AutoCad 2010 and Technical Drawing Bundle	013-704-5395	\$148.55	25	\$3,713.75		\$0.00
TOTAL COST TO SCHOOL				\$3,713.75		
SHIPPING				\$371.38		
TOTAL				\$4,085.13		

Prices quoted are Net and are firm until September 30, 2010
Pearson Prentice Hall reserves the right to correct errors.

SHOULD YOU NEED ADDITIONAL INFORMATION, PLEASE CONTACT:

Bart Zwiers at 866-326-4259

HOW TO ORDER:

Send a copy of this Proposal
along with your Purchase Order to:
Pearson Prentice Hall
PO Box 2500
Lebanon, IN 46052-3009
Or, fax the Proposal and your Purchase Order
to: 877-260-2530

Ship To:
Gateway Institute of Technology
Attn: Russel Briggs
5101 McRee Ave.
St. Louis, MO 63110

5/12/10
OK. fill 9130 - Per Bart Zwiers
Send value contract
P/K

**SAINT LOUIS PUBLIC SCHOOLS****Date:** August 31, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Carlinda Purcell, Dep. Supt., Academics**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #:

Agenda Item: 09-30-10-05

Information: ☐

Conference: ☐

Action: ☒

SUBJECT:

To approve a sole source purchase from Apple, Inc. of MacBook laptop computers (including a service agreement), Audio KeyStudios, and Mobility Carts. The equipment will be used in the Human Development Corporation "Strengthening Tomorrow's Generation" grant program at Yeatman-Liddell and Sigel Community Education Full Service Schools a cost not to exceed \$29,700.00


BACKGROUND:

The Human Development Corporation (HDC) has partnered with St. Louis Public Schools in the implementation of the "Strengthening Tomorrow's Generation" grant. Yeatman-Liddell and Sigel Community Education Full Service Schools have been identified as the sites at which this partnership will operate. Apple computers are more suitable for radio/tv and other forms of multimedia than Windows based computers.

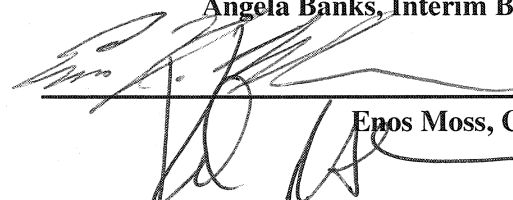
CSIP: Goal 2: Process Performance**Row:** 49**MSIP:** 7.6.1**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)


Fund Source: 731-1663-6541-827-VA	Non-GOB	Requisition #: 10119554, 10119555
Amount: \$29,700.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$29,700.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600011766

Department: Community Education**Requestor:** John H. Windom


 Dr. Carlinda Purcell, Dep. Supt., Academics

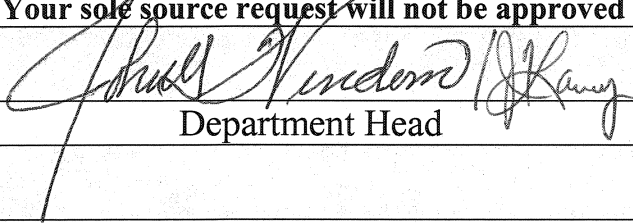

 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: John H. Windom	Date: 8/25/2010
Department / School: Office of Community Ed	Phone Number: (314) 345-4590
<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)	
Apple computers are more suitable for Radio/TV and all forms of multimedia	
Vendor Name: Apple Inc.	Email: mguenther@apple.com
Vendor Contact: Matt Guenther	Phone Number 1-800-800-2775 ex. 46878
Justification Information	
1. Why the uniquely specified goods are required?	
Apple computers are more suitable for Radio/TV and all forms of multimedia. The purchase of additional Apple computers will allow the existing program located at Roosevelt High School to service additional students at Yeatman-Liddell and Sigel Elementary Full Service Schools under the direction of Mr. Charles Murphy.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Most professional studios use Apple computers and supplications. "Final Cut Studio" is a software that is used in most local TV studios to edit videos and is only available through Apple Inc.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
4. List the Names of other Vendors contacted & Price Quotes:	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
 Department Head	Date
CFO	Date
Superintendent	Date

JKC

Apple Inc. Education Price Quote

Customer:	Charles Murphy ST LOUIS CITY SCHOOL DISTRICT phone email	Apple, Inc:	Matt Guenther 12545 Riata Vista Circle MS: 198-3IES Austin, TX 78727-6524 8008002775 ph fax mguenther@apple.com email
Apple Quote:	W70675666		
Quote Date:	12-AUG-2010		
Quote Valid Until:	10-SEP-2010		

Quote Comments:

	Part Number	Details & Comments	Qty	Unit List Price	Unit Disc. Price	Extended Disc. Price
1	MC207LL/A	MacBook 13-inch, 2.26GHz Intel Core 2 Duo - White	26	899.00	835.89	21,733.14
2	S3130LL/A	AppleCare Protection Plan for MacBook Air/MacBook - Auto Enroll	26	183.00	170.15	4,423.90
3	TN529ZM/A	M-Audio KeyStudio 49	6	99.95	92.93	557.58
4	TX322LL/A	Bretford Mobility Cart 20 (for MacBook + iPad)	2	1,599.95	1,487.63	2,975.26
Edu List Price Total						31,931.60
- Total Discount						2,241.72
Extended Disc. Sub Total						29,689.88
- eWaste Fee / Recycling Fee						0.00
Extended Disc. Total Price*						29,689.88

*In most cases Extended discounted Total price does not include Sales Tax

*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Completing your order is easy:

*Reference Apple Quote number W70675666 on your Purchase Order

*Fax a copy of this quote along with your Purchase Order to :

Apple, Inc.
12545 Riata Vista Circle
MS: 198-3IES
Austin, TX 78727-6524

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS:

- ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE [CLICK HERE TO APPLY FOR A CONTRACT](#).
- IF YOU USE YOUR FORM OF PURCHASE ORDER TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE.
- UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL 10-SEP-2010 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE. APPLE MAY MODIFY ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF THIS QUOTE CONTAINS A TYPOGRAPHIC OR OTHER ERROR.

SEA # 349219

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Document rev 9.5

Date of last revision - 20 May 2010



SAINT LOUIS PUBLIC SCHOOLS

Date: August 30, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

<input type="checkbox"/>	RFP/Bid	_____
<input checked="" type="checkbox"/>	Sole Source	_____
<input type="checkbox"/>	Contract Renewal	Previous Bd. Res. # _____
<input type="checkbox"/>	Ratification	_____

Agenda Item:
Information:
Conference:
Action:

<input type="checkbox"/>	09-30-10-06
<input type="checkbox"/>	
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	

SUBJECT:

To approve the purchase of the READ 180 reading program from Scholastic Education for Emerson Academy (Annie Malone - Title I D Neglected and Delinquent programs). The package includes the purchase of READ 180 Stage B Enterprise Edition 30-License Stage plus in-classroom support visit and technology support for a cost not to exceed \$30,648.00.

BACKGROUND:

Emerson Academy included with Annie Malone neglected and delinquent programs. The program is funded by Title I D Funds.

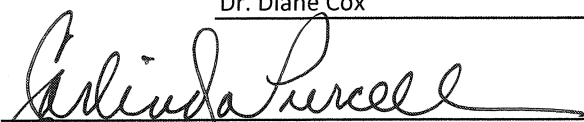
CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	13			MSIP: 9.11 PROCESS/ PERFC
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

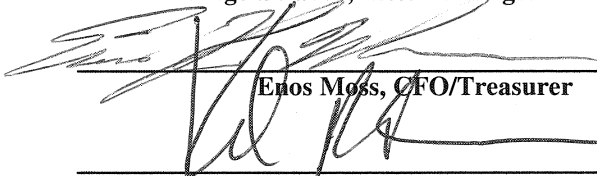
Fund Source: 231 - 1254 - 6441 - 814 - A3 Non GOB	Requisition #: 10119575
Amount: \$ 30,648.00	
Fund Source: - - - - -	Requisition #: _____
Amount: _____	
Fund Source: - - - - -	Requisition #: _____
Amount: _____	
Cost not to Exceed: \$ 30,648.00	Pending Funding Availability
	Vendor #: 600013873

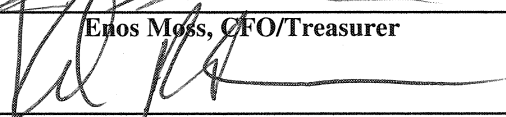
Department: State and Federal Programs

Requestor: Dr. Diane Cox


Dr. Carlinda Purcell, Dep. Supt. - Academics


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Jon Hild / Jonathan Haynes	Date: 08-19-2010
Department / School: Emerson Academy	Phone Number: 314-345-4499
<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)	
Purchase of READ 180 Stage B Enterprise Edition 30-License Stage plus In-Class support visits (2 participants maximum). Technology Support – Premium Product Maintenance and Support plan for 1 – 10 schools (one year, price per school). Funded with Title I D – Neglected and Delinquent Programs.	
Vendor Name: Scholastic Education	Email: pmartin@scholastic.com
Vendor Contact: Peggy Martin	Phone Number 314-308-8250
Justification Information	
1. Why the uniquely specified goods are required?	
Due to the package presentation from the vendor the READ 180 program would ideally fit the needs for what the school is looking for their unique programs. Emerson Academy is affiliated with Annie Malone helping students involved with the neglected and delinquent programs.	
2. Why good or services available from other vendors /competitors are not acceptable?	
The product is exclusive from the vendor chosen.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
None	
4. List the Names of other Vendors contacted & Price Quotes:	
None	
<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

Sole Source Checklist

1. Check one of the following:

- ☐ **One-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.

Prior to checking this box, you must complete each of the following tasks:

- Search the internet for companies providing similar services.
- Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
- Document search activities and findings

- ☐ **Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.

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

- Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

- ☐ **Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.

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

- Document a search for additional suppliers

- ☐ **Delivery Date** Only one supplier can meet necessary delivery requirements.

Prior to checking this box, you must complete each of the following tasks:

- Document delivery date and quotes from at least two other vendors
- Document rationale in support of treating the delivery date as mission critical

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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

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



Quotation

Scholastic Education Central Region
300 Madsen Drive, Suite 102, Bloomingdale, IL 60108
Phone: (800) 225-4625 Fax: (630) 282-9002

Prepared for:

Jonathan Haynes, Staff
Emerson Charter
5355 Page Blvd
St Louis, MO 63112
314-757-6697
jonathanhay2000@yahoo.com

Prepared by:

Date: 6/17/2010

Peggy Martin
Account Representative
(314) 308-8250
pmartin@scholastic.com

ISBN #	Description	QTY	Unit Price	Subtotal	Discount Amount	Total
READ 180 Licenses and materials						
502289	READ 180 Stage B Enterprise Edition 30-License Stage	1	\$23,900.00	\$23,900.00	\$0.00	\$23,900.00
Training						
978706	READ 180 Implementation Training, Day 1 (up to 20 participants, 7 hours)	1	\$2,800.00	\$2,800.00	\$2,800.00	\$0.00
978707	READ 180 Implementation Training, Day 2 (up to 20 participants, 7 hours)	1	\$2,800.00	\$2,800.00	\$2,800.00	\$0.00
990102	READ 180 Leadership Training (up to 20 participants, 3 hours)	1	\$2,200.00	\$2,200.00	\$2,200.00	\$0.00
990104	In-Classroom Support Visit (2 participants maximum)	2	\$1,899.00	\$3,798.00	\$0.00	\$3,798.00
Tech Support						
951724	Premium Product Maintenance and Support Plan for 1-10 schools (one year, price per school)	1	\$2,950.00	\$2,950.00	\$0.00	\$2,950.00
Subtotal				\$38,448.00	\$7,800.00	\$30,648.00
				Shipping and Handling		\$0.00
				Sales Tax		\$0.00
				Total		\$30,648.00

Prices are valid for 90 days.

231-1254 814-A3-231 6441

Req.
#10119575

Terms and Conditions: State law requires that sales tax be added to your order unless we have a sales tax exemption certificate on file. Scholastic's terms are FOB shipping point unless otherwise noted on the purchase order. Customers must notify Scholastic in writing no less than five (5) business days in advance of any cancellation or rescheduling of training, in-classroom support, or other onsite services. If such notice is not received by Scholastic, customers will be charged (or forfeit prepayment) for cancelled or missed days. Unless otherwise noted, all services must be delivered within 24 months of purchase.



SAINT LOUIS PUBLIC SCHOOLS

Date: August 30, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

- ☐ RFP/Bid
☐ Sole Source
☐ Contract Renewal
☒ Grant Acceptance

Previous Bd. Res. #:

Agenda Item: 09-30-10-07
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve the acceptance of the funds for the Superintendent's Book Club from the US Department of Education Improving Literacy Through School Libraries Program to increase the quality of elementary schools' library media center services and resources. The grant is in the amount of \$471,242.

BACKGROUND:

The Superintendent's Book Club was created in collaboration with the Saint Louis Public Library, the St. Louis Public Schools Foundation and Follett Library Resources. The grant is for one year and will provide for the purchase of 27,600 fiction and nonfiction books at the elementary level. The Superintendent's Book Club will be implemented by Curriculum and Instruction.

CSIP: Goal 1: Performance

Row: 8

MSIP:

9.6

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

Fund Source: Fund 291	Non-GOB	Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Development Office

Requestor: Linda Riekens


 Blake Youde, Dep. Supt., Institutional Advancement


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent



SAINT LOUIS PUBLIC SCHOOLS

Date: August 30, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

- ☐ RFP/Bid
☐ Sole Source
☐ Contract Renewal
☒ Grant Acceptance

Previous Bd. Res. #:

Agenda Item: 09-30-10-08
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve the acceptance of the funds for the St. Louis Elementary Counseling Initiative from the US Department of Education's Elementary and Secondary Counseling Program to implement a comprehensive and cohesive model for addressing the mental health needs of District students. The grant is in the amount of \$395,327.

BACKGROUND:

The St. Louis Elementary Counseling Initiative was created in partnership with the Missouri Department of Elementary and Secondary Education, the St. Louis City Children's Division of the Missouri Department of Social Services, the University of Missouri - St. Louis, the International Institute, and the Parsons Blewett Memorial Fund. It is the only Elementary and Secondary School Counseling grant award funded in the State of Missouri. The District will have the opportunity to apply for an additional two years of grant funds. The St. Louis Elementary Counseling Initiative will be implemented by Student Support Services.

CSIP: Goal 1: Performance

Row: 8

MSIP:

9.6

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

Fund Source: Fund 291	Non-GOB	Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed:	<input type="checkbox"/> Pending Funding Availability	Vendor #:


Department: Development Office

Requestor: Linda Riekes


Blake Youde, Dep. Supt., Institutional Advancement


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent



SAINT LOUIS PUBLIC SCHOOLS

Date: August 30, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Althea Albert-Santiago, Director, Food Services

VENDOR SELECTION METHOD:

☐ RFP/Bid
☐ Sole Source
☐ Board Policy
☒ Acceptance of Funds

Agenda Item:
 Information:
 Conference:
 Action:

☐ 09-30-10-09
☐
☐
☒

SUBJECT:

To approve the acceptance and expenditure of \$93,055.00 in reimbursable funds from the Missouri Department of Elementary and Secondary Education (DESE), School Food Services, for the Fresh Fruit and Vegetable Program in the 2010-2011 school year at six selected SLPS schools. The schools are Hamilton, Hodgen, Jefferson, Laclede, Ford and Clay.

BACKGROUND:

The Fresh Fruit and Vegetable Program (FFVP) through DESE, School Food Services is being renewed at five of the schools that received funds in 2009-2010. For 2010-2011, Laclede has been added and Cole is no longer in the program. The program encourages but does not mandate the use of local vendors, even allowing grocery store purchases. As such, the District is encouraging schools to spread out purchases to local vendors who supply produce in the school neighborhoods where possible, and in the St. Louis area who may be able to supply unique and quality produce to the schools, as well as potential use of Sysco, Old Tyme Produce, and Sunfarm Produce, who have participated in the FFVP program and District food service programs in the past. Administrative costs are limited to 10% of funds awarded on an individual school basis.

CSIP: Goal # SLPS Goal #2 - Process and Performance Row # 108 MSIP: 8.10.1

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

Fund Source: Fund 510 - - - Non GOB	Requisition #:
Amount:	
Fund Source: - - -	Requisition #:
Amount:	
Fund Source: - - -	Requisition #:
Amount:	
Cost not to Exceed:	Pending Funding Availability Vendor #:

Department: Food Services

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Althea Albert-Santiago, Director, Food Services

Dr. Kelvin R. Adams, Superintendent



SAINT LOUIS PUBLIC SCHOOLS

Date: August 30, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Althea Albert-Santiago, Director, Food Services

VENDOR SELECTION METHOD:

☐ RFP/Bid
☐ Sole Source
☐ Board Policy
☒ Acceptance of Equipment

Agenda Item:
 Information:
 Conference:
 Action:

09-30-10-16
☐
☐
☒

SUBJECT:

To approve the acceptance of equipment and promotional items from the St. Louis Dairy Council, for the Breakfast in the Classroom Program in the 2010-2011 school year at two selected SLPS schools. The schools are Dunbar and Columbia. The value of the equipment and promotional items is approximately \$5,000.

BACKGROUND:

The St. Louis Dairy Council will provide utility carts and coolers to be used to support the Breakfast in the Classroom Program. The equipment will become the property of the school and the school will be responsible for the proper care and service/maintenance of the equipment.

CSIP: Goal # SLPS Goal #2 - Process and Performance Row # 108 MSIP: 8.10.1

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: Food Services

Angela Banks, Interim Budget Director

Enos Mess, CFO/Treasurer

Althea Albert-Santiago, Director, Food Services

Dr. Kelvin R. Adams, Superintendent



SAINT LOUIS PUBLIC SCHOOLS

Date: August 30, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Enos K. Moss, CFO/Treasurer

VENDOR SELECTION METHOD:

<input checked="" type="checkbox"/>	RFP/Bid	RFP 001-1011
<input type="checkbox"/>	Sole Source	
<input type="checkbox"/>	Board Policy	
<input type="checkbox"/>	Membership	

Agenda Item:
Information:
Conference:
Action:

	09-30-10-11
<input type="checkbox"/>	
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	

SUBJECT:

To approve the contract with Stifel Nicolaus/Wells Fargo/Backstrom McCarley Berry & Co. as the general obligation bond underwriters for the bonds approved by the voters on August 3. The period of performance will be September 10, 2010 to November 30, 2010. The cost of the services of the underwriters will be paid from the proceeds of the bonds.

BACKGROUND:

The transaction team for the sale of the general obligation bond underwriters is as follows:

Underwriters

- Stifel Nicolaus and Co. - Managing Underwriter
- Wells Fargo - Co-Managing Underwriter
- Backstrom, McCarley and Berry - Co-Managing Underwriter (Minority Firm)

Bond Counsel

- Gilmore and Bell - Lead Bond Counsel
- Saulsberry and Associates - Co-Bond Counsel (Minority Firm)

Underwriters' Counsel

- Thompson Coburn - Lead Underwriters' Counsel
- Caldwell and Associates - Co-Underwriters' Counsel (Minority Firm)

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	76			MSIP:	8.5.4
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

Fund Source: 610 - 5131 - 6631 - 975 - 00 Non GOB	Requisition #:
Amount:	Proceeds of Bonds
Fund Source: - - - -	Requisition #:
Amount:	
Fund Source: - - - -	Requisition #:
Amount:	
Cost not to Exceed:	Pending Funding Availability
	Vendor #: 600013661

Department: Finance

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

RFP 001-1011 G.O. Bond Underwriting Services Evaluation Summary

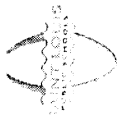
Bond Underwriter	Evaluator #1	Evaluator #2	Evaluator #3	Evaluator #4	Total
Bank of America/Merrill Lynch	55	55	77	60	247
George K. Baum & Co./Loop Capital	75	83	84	82.5	324.5
Stern Brothers & Co./Edward Jones	85	88	90	80	343
Stifel Nicolaus/Wells Fargo/Backstrom McCarley Berry & Co.	95	87	84	78.67	344.67

Evaluation Summary

G.O. Bond Underwriting Services

RFP #: 001-1011

<u>Bond Underwriter</u>	<u>Total Points</u>
Bank of America/Merrill Lynch	55
George K. Baum & CO. /Loop Capital	75
Stifel Nicolaus / Wells Fargo / Backstrom McCarley Berry & CO.	95
Stern Brothers & CO. / Edward Jones	85



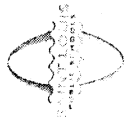
Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor STERN BROTHERS & CO. / EDWARD JONES

Criteria	Weight 20 Pts	Evaluation	Comments
Total Price and Cost Effectiveness <ul style="list-style-type: none">- Appropriate for Services Provided- Adequacy of Documentation of Cost- Cost within Budgetary Constraints		15	DID NOT PROVIDE A PROPOSED DEBT STRUCTURE \$3,000 - \$465K
Missouri School District Experience/Demonstrated Expertise	20 Pts	10	
Capital Strength	20 Pts		
Prior Working Relationship with the District <ul style="list-style-type: none">- Prior Work Completed for the District- Level of Performance on Prior Work- Prior Work Completed for other School Districts	15 Pts	20	
Distribution Capability	15 Pts	15	
M/WBE Participation <ul style="list-style-type: none">- Documents M/WBE Participation- Meets District Goals	10 Pts	15	
Total Evaluation	100 Pts	85	



Evaluation Form

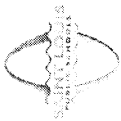
General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor

BANK OF AMERICA / MERRILL LYNCH

Criteria		Weight	Evaluation	Comments
Total Price and Cost Effectiveness		20 Pts		
- Appropriate for Services Provided				
- Adequacy of Documentation of Cost				
- Cost within Budgetary Constraints			5	NO MENTION OF BABBS/GRABBS. IN ADDITION TOTAL SPREAD LARGER THAN OTHER THREE PROPOSALS
Missouri School District Experience/Demonstrated Expertise		20 Pts		
			10	VERY FEW GO BONDS ISSUED IN MO,
Capital Strength		20 Pts		
			20	
Prior Working Relationship with the District		15 Pts		
- Prior Work Completed for the District				
- Level of Performance on Prior Work			5	
- Prior Work Completed for other School Districts				
Distribution Capability		15 Pts		
			15	
M/WBE Participation		10 Pts		
- Documents M/WBE Participation				
- Meets District Goals			0	NONE MENTIONED
Total Evaluation		100 Pts	55	



Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor GEORGE K. BAUM & CO. LOOP CAPITAL

Criteria		Weight	Evaluation	Comments
Total Price and Cost Effectiveness		20 Pts		
- Appropriate for Services Provided				
- Adequacy of Documentation of Cost				
- Cost within Budgetary Constraints			20	2.75/1,000 = \$426,250 DID NOT CONSIDER QZABS IN BOND STRUCTURE
Missouri School District Experience/Demonstrated Expertise		20 Pts		
			20	
Capital Strength		20 Pts		
			5	WEAK - NO ABILITY TO INVENTORY LARGE NUMBER OF UNSOLD BONDS
Prior Working Relationship with the District		15 Pts		
- Prior Work Completed for the District				
- Level of Performance on Prior Work			10	
- Prior Work Completed for other School Districts				
Distribution Capability		15 Pts		
			10	MAINLY INSTITUTIONAL FIRM & NON-B LOCAL
M/WBE Participation		10 Pts		
- Documents M/WBE Participation				
- Meets District Goals			10	LOOP CAPITAL
Total Evaluation		100 Pts	75	



Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor STIFEL NICHOLAS/WELLS FARGO / BACKSTROM McCABE BERRY & CO.

Criteria		Weight	Evaluation	Comments
Total Price and Cost Effectiveness		20 Pts		
- Appropriate for Services Provided			15	3.25/1,000 (94m) = 305,500
- Adequacy of Documentation of Cost				4.25/1,000 (61m) = 259,250
- Cost within Budgetary Constraints				PROVIDED A DETAILED DEBT STRUCTURE
Missouri School District Experience/Demonstrated Expertise		20 Pts	20	
Capital Strength		20 Pts	20	
Prior Working Relationship with the District		15 Pts	15	
- Prior Work Completed for the District				
- Level of Performance on Prior Work				
- Prior Work Completed for other School Districts				
Distribution Capability		15 Pts	15	
M/WBE Participation		10 Pts	10	2 MINORITY SENIOR BANKERS MINORITY CO-MANAGER MINORITY CO-UNDERWRITING COUNSEL APPROVED MINORITY CO-BOND COUNSEL
Total Evaluation		100 Pts	95	

Summary

SLPS
Bond Underwriter Evaluation
RFP # 001-1011
Aug-10

Entity	Points
Stern Brothers & Co./Edward Jones	88
Stifel Nicolaus/Wells Fargo/Backstrom McCarley Berry	87
George K. Baum & Co./Loop Capital	83
Bank of America/Merrill Lynch	55

Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor *STERN BROWNER & Co. / Edward Jones*

Criteria	Weight	Evaluation	Comments
	20 Pts		
Total Price and Cost Effectiveness - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints		18	\$3.00 / \$1,000 \$465,000
Missouri School District Experience/Demonstrated Expertise	20 Pts	10	Financial Advisor to KC MO School District, \$17.9 Million QSEBS MO Headquarters light STL District experience
Capital Strength	20 Pts	20	\$503 billion Assets \$1.4 billion Capital TOTAL CAP = \$1,431,546,978 NET CAP = \$1,260,644,781 EXCESS NET CAP = 714,112,001
Prior Working Relationship with the District - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts	15 Pts	15	Marvin Anderson & Vern Kovarik have experience with SLPs
Distribution Capability	15 Pts	15	11 Public Finance Offices
M/WBE Participation - Documents M/WBE Participation - Meets District Goals	10 Pts	10	STERN IS WOMAN OWNED
Total Evaluation	100 Pts	88	

Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor STEELE NICHOLSON / WELLS FARGO / BACKSTROM MCCARLEY BERRY

Criteria		Weight	Evaluation	Comments
Total Price and Cost Effectiveness		20 Pts		
<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 			12	TAX-EXEMPT: \$3,250 / \$1,000 TAXABLE: \$4,250 / \$1,000 \$503,750 16 points
Missouri School District Experience/Demonstrated Expertise		20 Pts	20	Wrote more MO QSCBs than any other firm in 2009 #3 Nationally (QSCBs) Local & MO Experience - strong
Capital Strength		20 Pts	15	TOTAL CAP = \$736,499,452 NET CAP = \$187,514,918 EXCESS NET CAP = \$178,004,134
Prior Working Relationship with the District		15 Pts	15	Failed bond closing with District in 2009
Distribution Capability		15 Pts	15	11 Public Finance Officers
M/WBE Participation		10 Pts	10	Day-to-day contact
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 				
Total Evaluation		100 Pts	87	

Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor George R. Brown & Co. / Long Co. Inc.

Criteria		Weight	Evaluation	Comments
Total Price and Cost Effectiveness		20 Pts		
<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 			20	\$2,757,511,000 \$426,250
Missouri School District Experience/Demonstrated Expertise		20 Pts		
			20	#1 128 School Districts 26 MO JOSEPH
Capital Strength		20 Pts		
			10	Total CAP = \$64,639,962 NET CAP = \$35,345,243 EXCESS NET CAP = \$34,077,968
Prior Working Relationship with the District		15 Pts		
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 			15	Close relationship with District since 1988.
Distribution Capability		15 Pts		
			8	5 Institutional Sales offices
M/WBE Participation		10 Pts		
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 			10	MINORITY OWNED
Total Evaluation		100 Pts		
			83	

Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor BANK OF AMERICA / MERRILL LYNCH

Criteria		Weight	Evaluation	Comments
Total Price and Cost Effectiveness		20 Pts		
<ul style="list-style-type: none"> - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints 				\$854,559.67
Missouri School District Experience/Demonstrated Expertise		20 Pts	20	Missouri & Local School District experience Significant QSCBS
Capital Strength		20 Pts	20	Total Cap = NET CAP = 6,528,000,000 EXCESS NET CAP = 5,855,000,000
Prior Working Relationship with the District		15 Pts		None Noted
<ul style="list-style-type: none"> - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts 				
Distribution Capability		15 Pts	15	#2 Underwrite - Nationally for School Districts #1 Ranked Municipal Institutional Sales Force \$1.3 Trillion in Assets under Mgmt.
M/WBE Participation		10 Pts		NONE NOTED
<ul style="list-style-type: none"> - Documents M/WBE Participation - Meets District Goals 				
Total Evaluation		100 Pts	155	

PriceCost Effectiveness Process

SLPS Bond Underwriter Evaluation RFP # 001-1011 Aug-10

Price	\$ from Lowest	Points from Lowest	Award
\$ 854,560			0
\$ 658,750	\$ 232,500	10.85662254	9
\$ 503,750	\$ 77,500	3.61887418	16
\$ 465,000	\$ 38,750	1.80943709	18
\$ 426,250			20
\$ 854,560	Highest		
\$ (426,250)	Lowest		
\$ 428,310	Range		
\$ 21,416	Range/Points = \$ per Point		

Assigned zero points to the highest cost and twenty points to the lowest cost. Divided the range in dollars from lowest to highest costs by twenty points to calculate a dollar value per point. Divided the range from the lowest cost by the value per point and subtracted those points from twenty.



Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor George K Buvm & Company / Loop Capital

Criteria	Weight	Evaluation	Comments
Total Price and Cost Effectiveness - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints	20 Pts	$\frac{20}{1} = 20$	\$2.75/1000 (1)
Missouri School District Experience/Demonstrated Expertise	20 Pts	20	strong K-12
Capital Strength	20 Pts	10	relatively small
Prior Working Relationship with the District - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts	15 Pts	15	long history
Distribution Capability	15 Pts	7.5	relatively small
M/WBE Participation - Documents M/WBE Participation - Meets District Goals	10 Pts	10	Loop minority owned
Total Evaluation	100 Pts	82.5	



Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor Stern Brothers & Co / Edward Jones

Criteria	Weight	Evaluation	Comments
	20 Pts		
Total Price and Cost Effectiveness - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints		$20/2 = 10$	\$300/1000 (2)
Missouri School District Experience/Demonstrated Expertise	20 Pts	15	
Capital Strength	20 Pts	20	
Prior Working Relationship with the District - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts	15 Pts	10	
Distribution Capability	15 Pts	15	
M/WBE Participation - Documents M/WBE Participation - Meets District Goals	10 Pts	10	stern
Total Evaluation	100 Pts	80	



Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor Stifel Nicolaus/Wells Fargo/Buckhorn McCrory Berry & Co.

Criteria	Weight 20 Pts	Evaluation	Comments
Total Price and Cost Effectiveness - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints		$\frac{20}{3} = 6.67$	$4(3.25 - 4.25) / 1000 (3)$
Missouri School District Experience/Demonstrated Expertise	20 Pts	20	strong
Capital Strength	20 Pts	15	
Prior Working Relationship with the District - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts	15 Pts	15	
Distribution Capability	15 Pts	15	
M/WBE Participation - Documents M/WBE Participation - Meets District Goals	10 Pts	5	
Total Evaluation	100 Pts	76.67	



Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor Bank of America/Merrill Lynch

<u>Criteria</u>		<u>Weight</u>	<u>Evaluation</u>	<u>Comments</u>
Total Price and Cost Effectiveness		20 Pts		
- Appropriate for Services Provided				
- Adequacy of Documentation of Cost				
- Cost within Budgetary Constraints				
Missouri School District Experience/Demonstrated Expertise		20 Pts		
Capital Strength		20 Pts		
Prior Working Relationship with the District		15 Pts		
- Prior Work Completed for the District				
- Level of Performance on Prior Work				
- Prior Work Completed for other School Districts				
Distribution Capability		15 Pts		
M/WBE Participation		10 Pts		
- Documents M/WBE Participation				
- Meets District Goals				
Total Evaluation		100 Pts		

\$5,697,000 (4)

strong

20

20

0

15

0

60



Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor

Stern Brothers/Edward Jones

Criteria	Weight		Evaluation	Comments
	20 Pts			
Total Price and Cost Effectiveness - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints			17	3.00/1,000 (inc. w/p.)
Missouri School District Experience/Demonstrated Expertise	20 Pts		17	KCMO, Rockwood, Webster Groves QSCP, KCMO 17.9M ARPA Build America Bonds
Capital Strength	20 Pts		19	503B assets, 1.4B Capital 714M excess net cap.
Prior Working Relationship with the District - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts	15 Pts		12	underwriting, banking
Distribution Capability	15 Pts		15	
M/WBE Participation - Documents M/WBE Participation - Meets District Goals	10 Pts		10	WBE
Total Evaluation	100 Pts		90	



Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor

George K Baum/Loop

Criteria	Weight		Evaluation	Comments
	20 Pts			
Total Price and Cost Effectiveness - Appropriate for Services Provided - Adequacy of Documentation of Cost - Cost within Budgetary Constraints			20	2.75 / 1,000 4200,250 No expenses
Missouri School District Experience/Demonstrated Expertise	20 Pts		20	128 No districts - 807M
Capital Strength	20 Pts		7	64.6M total cap 34 M excess net cap
Prior Working Relationship with the District - Prior Work Completed for the District - Level of Performance on Prior Work - Prior Work Completed for other School Districts	15 Pts		15	Close - 1988 direct deposit SP 201
Distribution Capability	15 Pts		12	National Offices
M/WBE Participation - Documents M/WBE Participation - Meets District Goals	10 Pts		10	MBE
Total Evaluation	100 Pts		84	



Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor

Bank of America/ML

Criteria		Weight	Evaluation	Comments
Total Price and Cost Effectiveness		20 Pts		
- Appropriate for Services Provided				
- Adequacy of Documentation of Cost				
- Cost within Budgetary Constraints				
Missouri School District Experience/Demonstrated Expertise		20 Pts		
Capital Strength		20 Pts		
Prior Working Relationship with the District		15 Pts		
- Prior Work Completed for the District				
- Level of Performance on Prior Work				
- Prior Work Completed for other School Districts				
Distribution Capability		15 Pts		
M/WBE Participation		10 Pts		
- Documents M/WBE Participation				
- Meets District Goals				
Total Evaluation		100 Pts		

5.697/1,000 854,559.6A

10

Parkway BO.UEM 2/09

20

5855M-express.net cap

20

NUM GPDL = #2
School distr. underwriting = #2

12

large nationwide presence

15

0

77



Evaluation Form

General Obligation Bond Underwriting Services

RFP Number 001-1011

Name of Vendor

Shel Nicolas

Criteria		Weight	Evaluation	Comments
Total Price and Cost Effectiveness		20 Pts		
- Appropriate for Services Provided				
- Adequacy of Documentation of Cost				
- Cost within Budgetary Constraints			13	3,250/1,000 exempt 4,250/1,000 payable
Missouri School District Experience/Demonstrated Expertise		20 Pts		
			19	QSEB - 9 in Metro St. Louis 57M BAB - MO 924M (Ranked #3 nationally)
Capital Strength		20 Pts		
			15	736M total cap 178M excess net cap
Prior Working Relationship with the District		15 Pts		
- Prior Work Completed for the District				
- Level of Performance on Prior Work				
- Prior Work Completed for other School Districts			15	2009 Failed closing
Distribution Capability		15 Pts		
			15	
M/WBE Participation		10 Pts		
- Documents M/WBE Participation				
- Meets District Goals			87	Team 11/14
Total Evaluation		100 Pts	87 84	

**SAINT LOUIS PUBLIC SCHOOLS****Date:** September 7, 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. #: 08-06-09-07

Agenda Item: 09-30-10-12
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To enter into a contract with AmeriCorps St. Louis beginning September 27, 2010 through June 30, 2011 with an amount not to exceed \$220,000.

BACKGROUND:

AmeriCorps St. Louis will provide AmeriCorps members who will deliver a minimum of 40,000 hours of direct services to K-3 students for the period specified. Members will focus on reading ability and character education through mentoring. AmeriCorps members will assist in the district's efforts to improve academic achievement specifically in the area of language arts and to work on tasks related to safety concerns. Eight to ten schools will be selected at the discretion of the Superintendent.

AmeriCorps' designed information system will track hours of AmeriCorps member service, student progress in reading and behavior, student goals, after school program surveys and parental involvement.

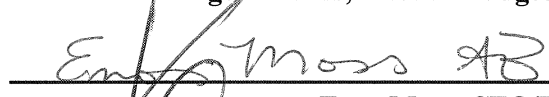
CSIP: Goal 3: Resource**Row:** 145**MSIP:** 6.9.4**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)


Fund Source: 640-1127-814-AM-640-6319		Requisition #:
Amount: 220,000		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$220,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Academics**Requestor:** Diane Cox


 Dr. Carlinda Purcell, Dep. Supt., Academics

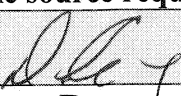

 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

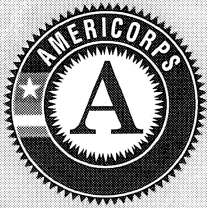
Requestor: Dr. Diane Cox	Date: September 7, 2010
Department / School: Academics	Phone Number: 314.345.2215
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
AmeriCorps has been the only literacy program in SLPS that provides full-time tutorial service in reading for K-3 rd grade students, with clearly defined performance measures. AmeriCorps Member roles are very specific, and the focus is measurable. Members are trained in a tutor-specific skill set.	
Vendor Name: AmeriCorps	Email: kathleen@americorps-stl.org
Vendor Contact: Kathleen Becherer	Phone Number: 314.772.9002
Justification Information	
1. Why the uniquely specified goods are required?	
This is a unique program providing national service members and volunteers to assist St. Louis youth to achieve increased academic achievement, personal and civic responsibility and respect for people of different backgrounds.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Cost effective program that is showing positive measures.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
NA	
4. List the Names of other Vendors contacted & Price Quotes:	
NA	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
	
Department Head	Date
CFO	Date
Superintendent	Date



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: September 7, 2010	
Dept / School: Academics	Reported By: Dr. Diane Cox	
Vendor: AmeriCorps	Vendor #: 600006265	
Contract # / P.O. / #:	Contract Name: Kathleen Becherer	
Contract Amount: \$ 220,000	Award Date: August 2009	
Purpose of Contract (Brief Description): AmeriCorps has been the literacy program in SLPS that provides full-time tutorial service in reading for K-3 rd grade students, with clearly defined performance measures.		
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 <u>3</u> 2 1	Principals have expressed favorable feedback concerning these services.
Timeliness of Delivery or Performance	5 <u>4</u> 3 2 1	
Business Relations	5 <u>4</u> 3 2 1	
Customer Satisfaction	5 4 <u>3</u> 2 1	See note below
Cost Control	5 4 <u>3</u> 2 1	
Average Score	3.4	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period. Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Only if a program evaluation is conducted.		

*While the results presented by the vendor indicate students received high ratings on the DIBELS screening, DIBELS does not correlate with MAP performance. A match of students' MAP scores/results indicate the majority of students served scored basic and below basic. A program evaluation will be conducted at the end of the 2010-2011 school year to determine continued/future funding.



AMERICORPS ST. LOUIS

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PROGRAM DIRECTOR

M. Kathleen Becherer

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In America, the wealthiest country in the world,
one out of every six children lives in poverty;
In America, where public education is available to all,
the President has declared illiteracy to be a national crisis.
And, in America, our greatest resource has always been each other.

Dr. Kelvin Adams, Superintendent
St. Louis Public Schools
801 N 11th
St. Louis, MO 63101

August 18, 2010

Dear Dr. Adams,

Over the past 16 years, AmeriCorps St. Louis has committed fully to the outcomes that the St. Louis Public School District is working toward, and has loyally advocated for its success.

AmeriCorps St. Louis Education Corps has been the only literacy program in SLPS that provides full-time tutorial service in reading for K-3rd grade students, with clearly defined performance measures. AmeriCorps Member roles are very specific, and the focus is very measureable. Members are trained in a tutor-specific skill set. As a result, over the last four years alone, an average of 91% of the students we tutored can now read on grade level.

We recognize and appreciate fully that to secure this partnership the District has contributed substantially, consistently and at great sacrifice. In recognition of the AmeriCorps St. Louis on-going commitment and positive impact, earlier this year AmeriCorps St. Louis sought and received yet another three-year \$1.5 million federal grant beginning 2010-11. Since the inception of AmeriCorps in 1994, AmeriCorps St. Louis is the only program in the State of Missouri, to be continuously funded out of the 'competitive pool' restricted to exemplary AmeriCorps programs with strong verifiable impact, strong partnerships, high Member retention, and responsible fiscal management. This federal grant supporting our role in this partnership is contingent upon a renewed contract with the District to include \$220,000 matching dollars.

Several years ago, advised by the Great City Schools Report entitled: Raising Student Achievement in the St. Louis Public Schools, AmeriCorps St. Louis made a commitment to three recommendations:

- ✓ First: To begin reforms at the elementary level focusing attention on children in grades K-3 with intensive one-on-one tutoring in reading.
- ✓ Second: To set measurable goals for academic improvement and high expectations for performance by challenging students. Our goal is to bring a minimum of 75% of the children tutored to grade level by the end of the school year.

- ✓ And third: To monitor progress in real time, utilizing an outside assessment tool, LEARNS Literacy Assessment Profile (LLAP), developed by Bank Street School of Education and Northwest Learning Laboratory for all tutoring programs of the Corporation for National and Community Service; and,
- ✓ A standardized assessment tool provided by the SLPS District (recently we have used DIBELS, the Dynamic Indicators of Basic Early Literacy Skills) a minimum of three times a year. In 2010-11, we will gladly utilize whatever tool the District recommends

Over the 2010-11 school year, AmeriCorps St. Louis Education Corps is, again, willing to make a full time commitment to address critical literacy needs. Forty Education Corps Members will serve in teams assigned to 8-10 elementary schools, serving 6-8 children per Member. Each Member will provide full-time, intensive tutoring in reading for the entire school year, targeted at academically challenged students, ill prepared or already struggling in grades K-3rd.

A list of the 8 schools that were served last year is attached. At your request, AmeriCorps is willing to return to these schools, increase the number of schools from 8 to 10 and/or serve a differing set of schools that you recommend. Note, that over the years, AmeriCorps St. Louis has developed the following recommended criteria for site selection to include: need (low reading scores, high mobility, English Language Learners, and poverty); capacity to support AmeriCorps Members; an alignment of objectives and methodology; a commitment to extended day programming; synergy of other community partners (or the lack of other partners); assignment of an on-site reading coach; adequate resources (particularly space); a commitment to evaluation; a desire to embrace AmeriCorps Members as part of their school community; a commitment to be transparent and respectful of one another's institutional policies, governing rules and values; and, in some instances, past partnership history.

The process at each school is simple. Teachers recommend up to 10 students, grades K-3, for each of the Members. The referral process includes baseline data to verify that the child is academically challenged in comparison to his/her classmates, and is not receiving other special individual resources. Members then introduce themselves to parents and sign an agreement that allows AmeriCorps Members to tutor their child, and commit that they will be engaged in their child's learning. This joint commitment is for the entire year, with a goal of providing one-on-one tutoring three times a week.

In addition, AmeriCorps Members provide a safe place with enriching activities and/or homework assistance for students after school a minimum of two hours, three days a week. Members also facilitate special events for children and their families, e.g. the Annual Champion Ceremony to applaud student achievement. Members are also able to provide activities on weekends using a whole battery of resources of AmeriCorps St. Louis, to include our indoor climbing wall, outdoor experiential learning adventures, and our student 'give-away' library. Members understand that this is very much a full time commitment that requires an average of 43 hours per week.

Attached please find a contract that describes in detail the policies, procedures and prohibited activities of AmeriCorps, the scope of work, and the expectations of each party, to include access to all district student information and testing. Each school site also signs a letter of agreement which indicates an intention to support AmeriCorps service prohibitions.

One child at a time, AmeriCorps St. Louis expects to meet the critical deadline for reading comprehension by raising the reading skills of young learners. AmeriCorps St. Louis will utilize an aligned output, intermediate outcome, and end outcome to measure the results and impact of service activities.

We propose that our performance measures require that:

Each Member is responsible for 5-10 K-3rd grade students to provide intensive tutoring in reading for the entire school year

By the end of each school year, students tutored will show a marked improvement in reading according to LEARNS (Linking Education and America Reads through National Service) Literacy Assessment. (LLAP points and level targets differ by grade level)

There will be an increase in the reading level of students who are presently reading below grade level up to or above grade level. 75% of students will improve at least to basic grade level, 40% of whom will be able to read proficiently on grade level at the end of the year according to the Dynamic Indicators of Basic Early Literacy Skills (DIBELS) or another tool recommended by the District.

Thank you very much for shepherding our contract to the Board. I know that decisions this year are more difficult than ever. That said, I also know that AmeriCorps St. Louis is an investment well made.

In service to the children of St. Louis,



Kathleen Becherer, Program Director
AmeriCorps St. Louis Education Corps

314-772-9002 office

314-378-3156 cell

Kathleen@americorps-stl.org

**AMERICORPS ST. LOUIS
SLPS SCHOOL SITES**

2009-2010 SITES

Hickey Elementary School

3111 Cora Ave.
St. Louis, MO 63115
Principal: Peggy Starks

Jefferson Elementary School

1301 Hogan St.
St. Louis, MO 63106
Principal: Nathalie Means

Mason School of Academic & Cultural Literacy

6031 Southwest Ave.
St. Louis, MO 63139
Principal: Deborah Leto

Mullanphy ILC Elementary School

4221 Shaw Ave.
St. Louis, MO 63110
Principal: Kenneth Blanton

Peabody Elementary School

1224 S. 14th St.
St. Louis, MO 63104
Principal: Chereyl Spann

Woerner Elementary School

6131 Leona St.
St. Louis, MO 63116
Principal: Margaret (Peggy) Meyer

Woodward Elementary School

725 Bellerive Blvd.
St. Louis, MO 63111
Principal: Candice Carter-Oliver

Henry Elementary School (recommend to not return)

POTENTIAL NEW/RESUMED SITE

Dewey International Studies Elementary School

6746 Clayton Ave.
St. Louis, MO 63139
Principal: Jeanine Zitta

**Participating Agreement
Between
AmeriCorps St. Louis and The St. Louis Public School District
2010-2011 School Year**

This participating agreement is entered into between Partnership For Youth Inc. d.b.a. AmeriCorps St. Louis and the St. Louis Public Schools (SLPS)

I. Purpose:

The purpose of this agreement is to acknowledge and support the service of AmeriCorps Members to the American public, particularly in the City of St. Louis and to the children of the St. Louis Public Schools.

II. State of Mutual Benefits and Interests:

The SLPS is committed to supporting academic excellence and safe extended-day learning environments that assist St. Louis youth to develop to their full potential.

AmeriCorps St. Louis is committed to providing National Service Members and volunteers to assist St. Louis youth achieve increased: academic achievement, personal and civic responsibility, and respect for people of different backgrounds.

Furthermore, AmeriCorps St. Louis is committed to enabling these expanded learning opportunities to take place in safe in-school and extended day learning environments. AmeriCorps St. Louis is committed to working in partnership with the St. Louis Public Schools (SLPS) in the pursuit of these goals.

The SLPS desires to partner with AmeriCorps St. Louis in order to provide a higher level of opportunity for the youth of St. Louis than would otherwise be possible with existing resources.

AmeriCorps is enabled by the National Service Act (42 USC 12501) and is intended to help “meet the unmet human, educational environmental and public safety needs of the United States, without displacing existing workers.” In addition to the aforementioned purposes, AmeriCorps is committed to assisting public and private agencies in responding to urgent needs resulting from emergencies and disasters locally and nationally.

AmeriCorps is also committed to providing Members with meaningful development opportunities that will provide them with a sense of accomplishment, a strong ethic of service and effective teamwork skills that will help meet future challenges.

In consideration of the above premises, the parties hereto agree as follows:

III. AmeriCorps Shall:

1. Designate an agency representative that will coordinate and serve as a point-of-contact between AmeriCorps Members and the SLPS.
2. Recruit, screen and select Members utilizing the established AmeriCorps recruitment and selection process.
3. Provide basic skills and safety instructions, as well as, to enlist training from the St. Louis Public School District and other resources to foster skills that will prepare Members for service in St. Louis Schools.

4. Furnish AmeriCorps Members from September 27, 2010 through June 2011 to serve full-time as intensive reading tutors, and to facilitate extended school-day services at 8-10 St. Louis Public school sites. These Members will provide an aggregate minimum of 40,000 hours of direct service during this period.
5. Administer grant reporting requirements to the Corporation for National Service.
6. Administer grant reporting requirements to the Missouri Community Service Commission.
7. Administer Member benefits (living allowance, FICA, health insurance, education award)
8. Provide liability coverage in amounts that equal or exceed state liability requirements for any students involved in activities facilitated by AmeriCorps away from school.
9. Acquaint the St. Louis Public School District personnel with pertinent AmeriCorps policies and procedures.
10. Provide orientation for school administrators, site liaisons and teachers.
11. Facilitate on-going communication/support to site liaisons regarding critical site needs, Members' capacity to address those needs and monitoring of Members' service.
12. Ensure that AmeriCorps Members, as part of the school site teams, comply with the same policies and procedures that govern sites, as well as comply with AmeriCorps St. Louis Partners' basic standards.
13. Coordinate the direct service of AmeriCorps Members to improve reading levels, and supervise safe places for extended day learning.
14. Compile and report evaluation results of AmeriCorps Members' service at sites.
15. Generate media stories about AmeriCorps Members and service.

IV. The SLPS Shall:

1. Designate a representative for the District that will coordinate and serve as a point-of-contact between AmeriCorps Members and the SLPS.
2. The designee will meet with the AmeriCorps St. Louis representative for an initial orientation, a mid-term and year end review that may include other SLPS designees to ensure continuous quality improvement.
3. Will prominently display AmeriCorps signage at the office of SLPS as required of partnering agencies as mandated by the Corporation for National Service.
4. Provide additional training and career development experience for AmeriCorps Members as opportunities occur.
5. Recognize that Corps Members time will be spent on academic achievement and related tasks (e.g. parental involvement, curriculum and resource development).
6. Recognize that AmeriCorps Members are assigned no less than 5 and no more than 10 students to provide intensive tutoring service.
7. Understand that Members are to focus tutoring on language arts unless a specific agreement is made which expands the academic focus to another critical learning area. The SLPS District will provide a Dynamic Indicator of Basic Early Literacy Skills (DIBELS) pre-assessment, Developmental Reading Assessment (DRA) or other standardized assessment on every child to be tutored at the time of assignment. Post assessments are to be completed mid-term and in the Spring.
8. Acknowledge the unique role of AmeriCorps Members and stipulated Member service prohibitions. These include but are not limited to:

Organizing protests, petitions, boycotts, or strikes
 Assisting or deterring union organizing
 Impairing existing contracts or collective bargaining agreements
 Religious activities
 Activities that pose a significant safety risk to participants

Assignments that displace current or planned-for employees

In addition, AmeriCorps Members are prohibited from engaging in fund raising, lobbying activities or partisan political activities in the course of their duties. AmeriCorps Members may engage in these activities only on their own time, at their own expense, and at their own initiative. Members may be involved in soliciting resources to support specific Member project-based activities.

AmeriCorps Members may not perform services, duties, or activities that were assigned to an employee (for example, Members may not be temporarily or permanently reassigned tasks that are not related to the AmeriCorps objectives, nor may Members act as substitute teachers when regular teachers are absent).

AmeriCorps Members will not be used in a way that will displace an employee or position or infringe on an employee's opportunities for promotion.

Occasionally AmeriCorps Members will be asked to support citywide or national events, e.g. Make a Difference Day, Martin Luther King Jr. Weekend, Missouri Service Day, National Youth Service Day, and Life After AmeriCorps training. In order to participate in these mandated activities Members may be re-deployed from their service sites temporarily. School sites will be given as much notice as is possible of such re-deployment. This release time is not included within the direct AmeriCorps Member service hours covered by this agreement.

V. It is Mutually Agreed and Understood By and Between the Parties that:

1. In consideration for these services the SLPS will contribute a total of \$220,000 which will be combined with financial contributions of a greater amount from the private sector, to enable \$500,000 of Federal funds to support the aforementioned AmeriCorps Members service to schools.
2. The District will contribute its funding to Partnership For Youth, Inc. in 10 monthly payments, September-June, in equal amounts of \$22,000 for a total of \$220,000
3. AmeriCorps reserves the right to work on signature projects and participate in in-service training that support the AmeriCorps St. Louis community, ensure continuous quality improvement of direct service and do not detract from the direct service of Members at their school service sites.
4. Responsibility for direct supervision of any AmeriCorps Members including disciplinary actions will remain with AmeriCorps St. Louis.
5. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The SLPS is not obligated to fund any changes not properly approved in advance.
6. AmeriCorps shall comply with all Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, executive orders, regulations and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 USC 2000d), which prohibits discrimination on the basis of race, color, disability, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 USC 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex.
7. This instrument in no way restricts AmeriCorps from participating in agreements with other public or private agencies, organizations, or individuals.
8. Nothing herein shall be considered as obligating the SLPS to expend future payment of money in excess of funding approved and made available for payment under this instrument and modifications thereto.

9. This instrument is executed as of the last date shown below and expires on June 30, 20010, at which time it will be subject to review, renewal or expiration.

The principal contacts for this instrument are:

Kathleen Becherer, Program Director of AmeriCorps St. Louis
1315 Ann Av.
St. Louis, MO 63104

and
Dr. Kelvin Adams, Superintendent
St. Louis Public Schools
801 No 11th
St. Louis, MO 63101

AmeriCorps St. Louis has the legal authority to enter into this instrument and the organizational and managerial capability sufficient to ensure proper planning, management and completion of the anticipated scope of service.

IN WITNESS WHEREOF, the parties hereto have executed this participating agreement as of the last written date below.

		
Kathleen Becherer	Date	Dr. Kelvin Adams
		Date



SAINT LOUIS PUBLIC SCHOOLS

Date: September 7, 2010

To: Kelvin R. Adams, Ph.D.

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

VENDOR SELECTION METHOD:

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

08-20-09-08

Agenda Item:
 Information:
 Conference:
 Action:

☐
☐
☐
☒

09-30-10-13

SUBJECT:

To ratify a renewal of the agency partnership agreement with Area Resources for Community and Human Services (ARCHS) for After School for All Partnership of St. Louis (A.S.A.P.) services which provide after school programming for SLPS students. The time span is from August 16, 2010 to June 30, 2011 at a cost of \$100,000.

BACKGROUND:

The A.S.A.P. is committed to providing after school programming that will achieve positive outcomes for children. The District is a key member of the partnership and will be the recipient of assistance in management, monitoring, and evaluation of its after school programs which will serve approximately 3,000 students.

Studies have consistently shown that high quality after school programs can markedly increase engagement in learning by providing students with opportunities and experiences typically not available during the regular school day. Students who are engaged in after school programs behave better in school, have better work habits, higher educational aspirations, improved attitudes toward school, a greater sense of belonging in the community and better relationships with parents.

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

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

Fund Source: 640 - 1127 - 6319 - 814 - AM Non GOB	Requisition #: 10119950
Amount: \$ 100,000.00	
Fund Source: - - - -	Requisition #:
Amount:	
Fund Source: - - - -	Requisition #:
Amount:	
Cost not to Exceed: \$ 100,000.00	Pending Funding Availability Vendor #: 600013825

Department: Community Education

Requestor: John Windom

Angela Banks, Interim Budget Director

Ehos Moss, CFO/Treasurer

Kelvin R. Adams, Ph.D., Superintendent

Dr. Carlinda Purcell, Dep. Supt. - Academics

CONTRACT RENEWAL FOR (After School for All Partnership (A.S.A.P) services)

THIS CONTRACT RENEWAL AGREEMENT FOR After School for All Partnership services ("Agreement") made as of the 20th 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 corporate and metropolitan school district, with its principal office at 801 North 11th Street, Saint Louis, Missouri, and Area Resources for Community and Human Services (ARCHS), with its principal office at 539 North Grand Ave, St. Louis, MO 63103 (hereinafter referred to as "Contractor").

Whereas, SLPS and Contractor entered into a contractual agreement dated July 1, 2009, a true and correct Copy of which is attached hereto as ATTACHMENT 1 and hereby incorporated by this reference (hereinafter referred to as "The Contract"), however Attachment A to this document is the new Scope of Services,

Whereas, The Contract includes a renewal option,

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

1. **CONTRACT RENEWAL:** SLPS and Contractor agree to renew The Contract under the same terms and conditions with the exception of the dates of service,
2. **SCHEDULE OF COMPLETION:** The start date of the renewal agreement shall be the effective date of this Agreement. The end date shall be no later than June 30, 2010.
3. **CONTRACT AMOUNT:** The agreed upon contract renewal amount is \$100,000.00.
4. **ALL OTHER TERMS AND CONDITIONS:** All other terms and conditions shall be substantially the same as those set out in The Contract.
5. **AUTHORIZATION:** this Agreement is authorized by:

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

Or

☐ **Other:**

Or

☐ **Emergency Purchase Request**

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

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

CONTRACTOR
ARCHS
539 North Grand Ave.
St. Louis, MO 63103

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
SCOPE OF SERVICES

AFTER SCHOOL PROGRAM PARTNERSHIP

Partners: ARCHS, sole fiscal and contract agent for A.S.A.P. and St. Louis Public Schools (SLPS).

Purpose of Partnership: To provide comprehensive after school programs for SLPS students annually. This partnership will lay the foundation for a coordinated, integrated model system of after school programs aligned with common outcomes for children.

Services provided by ARCHS:

- ARCHS will recruit and engage qualified community agencies to operate after school programs in the following St. Louis Public Schools, serving a minimum capacity of 48 children per program:

1. Ashland Elementary	15. Lyon@Blow K-8
2. Bryan Hill Elementary	16. Mallinckrodt Elementary
3. Compton Drew Middle	17. Mann Elementary
4. Cote Brilliante Elementary	18. Meramec Elementary
5. Dunbar Elementary	19. Nance Elementary
6. Froebel Elementary	20. Oak Hill Elementary
7. Gateway Middle	21. Peabody K-8
8. Herzog Elementary	22. Shenandoah Elementary
9. Hodgen Elementary	23. Sherman Elementary
10. Jefferson Elementary	24. Sigel Elementary
11. Laclede Elementary	25. Stevens Middle
12. Langston Middle	26. Walbridge Elementary
13. Lexington Elementary	27. Woerner Elementary
14. Long Middle	28. Woodward Elementary

- All programs will:
 - ✓ utilize best practice principals and professionally accepted quality standards.
 - ✓ be licensed by the Missouri Bureau of Child Care.
 - ✓ incorporate all 5 elements of effective programs: academic support/enrichment, health and recreation, social and life skills, character development, and parent and family involvement.
 - ✓ operate 5 days per week, a minimum of 3 hours per day when school is in session.
- All programs are targeted to begin the first day of school and run through the last day of school annually.
- SLPS will maintain custodial staff during the afterschool program hours in each school where the after school programs are located.
- SLPS will maintain a Security Dispatcher and two security officers that will be on call and available as needed to the after school programs until 6:00 p.m. each day the programs are in session.

1 **The Board of Education of the City of St. Louis**

2 **And**

3 **Area Resources for Community and Human Services (ARCHS)**

4 **AGREEMENT TO PROVIDE AFTER SCHOOL SERVICES**

5 This Agreement ("Agreement") made as of the 1st day of July 2009 by and between
6 The Board of Education of the City of St. Louis, governing body of the St. Louis Public
7 Schools, a Missouri Metropolitan School District (the "Board" or "District") with its
8 principal place of business located at 801 N. 11th Street, St. Louis, Missouri 63101, and
9 Area Resources for Community and Human Services ("ARCHS"), sole fiscal and contract
10 agent for the Afterschool for All Partnership (ASAP), located at 539 N. Grand Boulevard,
11 6th Floor, St. Louis, Missouri 63103.

12
13 **WHEREAS**, the Board and ARCHS have both expressed the desire to provide
14 quality after school programs for children attending the St. Louis Public Schools; and
15

16 **WHEREAS**, ARCHS is prepared to contract with five (5) agencies to provide after
17 school programs in ten (10) District Schools that have been selected in cooperation with the
18 Board; and
19

20 **WHEREAS**, the Board shall make available one hundred thousand dollars
21 (\$100,000) and ARCHS, via funding by the St. Louis Mental Health Board (MHB), shall
22 make available seven hundred thousand dollars (\$700,000) annually to fund after school
23 programs; and
24

25 **WHEREAS**, both parties desire the programs to begin on the first day of school
26 and end on the last day of school each year.
27

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

31
32 1. **Term.** This Agreement shall be effective as of the 1st day of July 2009 and
33 shall continue so long as funding is available unless terminated earlier as
34 provided herein.

35
36 2. **Scope of Services.** ARCHS shall provide for an after school program more
37 fully described in Attachment A, Scope of Services, attached hereto and
38 incorporated herein and made a part of this Agreement ("Services").

39
40 3. **Pledge of Cooperation.** The parties hereby pledge to each other to cooperate
41 fully in all aspects of program implementation and operation. The person
42 designated by the Board as its liaison to this program shall be Dr. Kelvin
43 Adams, Superintendent, and the person designated as liaison by ARCHS shall
44 be Wendell E. Kimbrough, Chief Executive Officer.

45
46 4. **Subcontracting.** ARCHS is authorized to enter into subcontracts with
47 vendors acceptable to District for the provision of the after school services.
48 All such vendors shall carry comprehensive general liability insurance with
49 coverage limits acceptable to the District, shall comply with and follow all
50 applicable Board policies and regulations, and shall use only employees and
51 agents who have been subject to adequate background checks.

52
53 5. **Funding.** The District shall make available one hundred thousand dollars
54 (\$100,000). ARCHS shall invoice the Board for its share of expenses of this
55 program (\$100,000 annually), which invoice shall be paid within thirty days
56 of submittal. Any amounts not paid within thirty days of submittal shall
57 accrue interest at the rate of .5% per month, provided however that such
58 interest cannot exceed the amount permitted by law.

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6. **Records and Audit Rights.** ARCHS shall maintain auditable and programmatically separate records for all Board funds received, and shall cooperate with the Board in maintaining such records. ARCHS shall submit reports summarizing or itemizing such records at the request of the Board, and ARCHS shall allow the Board or its authorized representative to inspect ARCHS' records which relate to the performance of the Agreement at any time. In the event an audit finds that funds were expended on items not authorized in this Agreement, the Board may request a refund from ARCHS.

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

8. **Entire Agreement - Amendment to Agreement.** This Agreement contains the complete agreement between the parties and, as of the effective date hereof, shall supersede all other agreements between the parties relating to the subject matter of this Agreement. Any change in this Agreement must be accomplished by a formal amendment signed and approved by and between the Board and ARCHS.

9. **Termination:** Either party may terminate this Agreement at any time by providing the other party with thirty days written notice of such termination.

92 Either party may terminate this Agreement at any time for material breach of
93 contractual obligations by providing the other party with thirty days written
94 notice of such termination. This Agreement shall not bind, nor purport to
95 bind either party for any contractual commitment in excess of each party's
96 annual contribution.

97 **10. Choice of Law.** This Agreement shall be construed according to the laws of
98 the State of Missouri.

99 **10. Severability.** The parties consent to each term and provision of this
100 Agreement. The terms and provisions of this Agreement are severable. In the
101 event any term or provision hereof, or any application hereof shall be declared
102 invalid or unenforceable by a court of competent jurisdiction, the remaining
103 terms and provisions and/or application of such terms and provisions shall
104 remain in full force and affect.

105
106
107 **11. Act or Practice.** No act, omission, custom, or practice of the parties that
108 varies from the provisions of this Agreement shall waive any Party's right
109 to demand exact compliance with its provisions.

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112 **12. Authorization.** This Agreement is authorized by Board Resolution
113 # 08-20-09-08 (resolution # to be provided by Board).

114
115
116 **13. Notice.** Any notice required or permitted pursuant to this Agreement shall
117 be deemed to have been given when delivered in person or sent postage
118 prepaid via certified mail return receipt requested or via a nationally
119 recognized overnight courier service and addressed:

120
121
122 To ARCHS: Area Resources for Community
123 and Human Services
124 539 N. Grand Boulevard, 6th Floor
125 St. Louis, Missouri 63103
126 Attn: Chief Executive Officer

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To the Board: Board of Education of the City of St.

Louis 801 North 11th Street

St. Louis, Missouri 63010

Attn: Superintendent - Legal Notice Enclosed

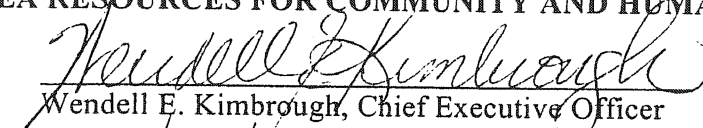
If such notice is sent by first class or express mail, it shall be deemed to have been given to the person entitled thereto three (3) days after deposit in the United States mail, or if by Federal Express or the overnight courier service, the day after delivery to such service, for delivery to that person.

[Remainder of page intentionally left blank.]

138 In WITNESS WHEREOF, the Board and ARCHS have executed this Agreement as
139 of the day and year written above.
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143 **AREA RESOURCES FOR COMMUNITY AND HUMAN SERVICES**

144
145 By:

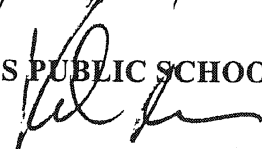

Wendell E. Kimbrough, Chief Executive Officer

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148 Date:

11/12/09

149
150 **SAINT LOUIS PUBLIC SCHOOLS**

151
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153 By:


Dr. Kelvin Adams, Superintendent

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156 Date:

11/16/2009

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ATTACHMENT A
SCOPE OF SERVICES

AFTER SCHOOL PROGRAM PARTNERSHIP

Partners: ARCHS, sole fiscal and contract agent for ASAP, and St. Louis Public Schools (SLPS).

Purpose of Partnership: To provide comprehensive after school programs for SLPS elementary students annually. This partnership will lay the foundation for a coordinated, integrated model system of after school programs aligned with common outcomes for children.

Services Provided by ARCHS:

- ARCHS will recruit and engage qualified community agencies to operate 10 after school programs in the following St. Louis Public Elementary Schools, serving a capacity of 48 children per program:

1. Ashland
2. Cote Brillante
3. Herzog
4. Hodgen
5. Lexington
6. Sherman
7. Nance
8. Peabody
9. Mallinckrodt
10. Woerner

- All programs will:

- ✓ utilize best practice principles and professionally accepted quality standards.
- ✓ be licensed by the Missouri Bureau of Child Care.
- ✓ incorporate all 5 elements of effective programs: academic support/enrichment, health and recreation, social and life skills, character development and parent and family involvement.
- ✓ operate 5 days per week, a minimum of 3 hours per day when school is in session.

- All programs are targeted to begin the first day of school and run through the last day of school annually.
- SLPS will maintain custodial staff during the afterschool program hours in each school where the afterschool programs are located.
- SLPS will maintain a Security Dispatcher and two security officers that will be on call and available as needed to the afterschool programs until 6:00 p.m. each day the programs are in session.

**ST. LOUIS PUBLIC SCHOOL DISTRICT
SUPERINTENDENT'S REPORT
(August 20, 2009)**

1.0 Preliminary

1.1 CONSENT AGENDA

1.2 Information Items

- a) Accountability Update/ MAP Results
- b) Back to School Fair Report

1.3 Business Items – Action Required

- 08-20-09-01** To approve a contract with the University of Missouri-Columbia, Missouri Partnership for Educational Renewal (MPER) for the period July 1, 2009 through June 30, 2010 in an amount not to exceed \$138,600.00.
Funding Source: GOB
- 08-20-09-02** To approve membership fees with the University of Missouri-Columbia, Missouri Partnership for Educational Renewal (MPER) for the period July 1, 2009 through June 30, 2010 in an amount not to exceed \$7,500.00.
Funding Source: GOB
- 08-20-09-03** To approve the acceptance of the DESE 2009-2010 Homeless Children and Youth Discretionary Grant Award in the amount of \$149,772.00.
Funding Source: DESE
- 08-20-09-04** To approve a third party contract with Blue Hills Community Service as a provider for implementation of non-public schools Title II-A and Title IV-A programs and activities at a cost not to exceed \$90,000.00.
Funding Source: Title II - Title IV/Non-GOB
- 08-20-09-05** To approve the acceptance of a contract with Grace Hill Settlement House for Head Start services for the 2009-2010 school year.
Funding Source: No cost to the District
- 08-20-09-06** To approve the adoption of a standard Memorandum of Understanding (MOU) to be used with community partners and agencies.
Funding Source: No funding required.
- 08-20-09-07** To approve the purchase of backpacks from the Universal Business Supply, Co. to support the 2009-2010 Back to School Fair in an amount not to exceed \$19,880.00.
Funding Source: GOB
- 08-20-09-08** To approve a contract with the After School for All Partnerships of St. Louis (ASAP) to provide after school programming for SLPS' students for the period August 20, 2009 through June 30, 2010 in an amount not to exceed \$100,000.00.
Funding Source: Title I/Non-GOB

SAINT LOUIS PUBLIC SCHOOLS

Date: July 29, 2009

To: Kelvin R. Adams, Ph.D.

From: Carlinda Purcell, Ed.D., Deputy Superintendent for Academic Services

Agenda Item: 08-20-09-08
Information: ☐
Conference: ☐
Action: ☒

Subject:

To approve a contract with the After School for All Partnership of St. Louis (A.S.A.P.) to provide after school programming for SLPS students from August 20, 2009 to June 30, 2010 at a cost not to exceed \$100,000.

Background:

The A.S.A.P. is committed to providing after school programming that will achieve positive outcomes for children. The District is a key member of the partnership and will be the recipient of assistance in management, monitoring and evaluation of its after school programs which will serve approximately 3,000 students.

Studies have consistently shown that high quality after school programs can markedly increase engagement in learning by providing students with opportunities and experiences typically not available during the regular school day. Students who are engaged in after school programs behave better in school, have better work habits, higher educational aspirations, improved attitudes toward school, a greater sense of belonging in the community and better relationships with parents.

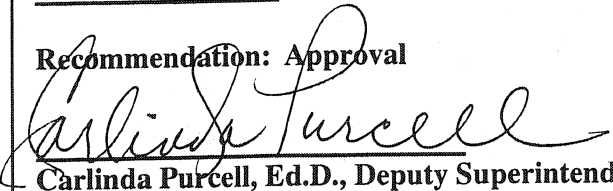
CSIP: G2, R44

MSIP: 7.6.1

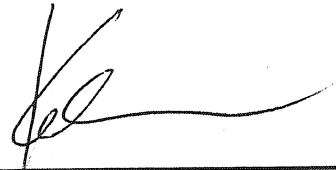
Funding Source : 230-2325-6319-802-CC-230
Cost not to exceed: \$100,000

Requisition No.

Recommendation: Approval


Carlinda Purcell, Ed.D., Deputy Superintendent for
Academic Services

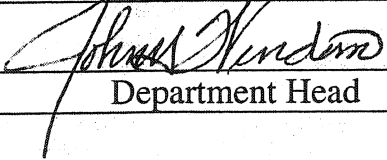
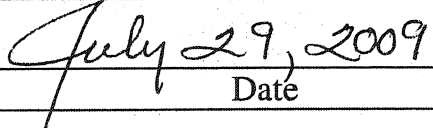

Enos Moss
CFO / Treasurer


Kelvin R. Adams, Ph.D.
Superintendent

AB MSA
7/29/09



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: John Windom	Date: July 24, 2009
Department / School: Community Education	Phone Number: 345-4590
<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)	
Assistance with management, monitoring, and evaluation of after school programs.	
Vendor Name: Area Resources for Human and Community Services (ARCHS)	Email: kimbroughw@stlarchs.org
Vendor Contact: Wendell Kimbrough	Phone Number: 534-0022
Justification Information	
1. Why the uniquely specified goods are required?	
The District is a member of the After School for All Partnership (A.S.A.P.) and as such, engages key members of the group to assist with understanding the impact of after school programs.	
2. Why good or services available from other vendors /competitors are not acceptable?	
We are not aware of other vendors.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
N/A	
4. List the Names of other Vendors contacted & Price Quotes:	
N/A	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
	
Department Head	Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

- ☒ **One-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.

Prior to checking this box, you must complete each of the following tasks:

- Search the internet for companies providing similar services.
- Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
- Document search activities and findings

- ☐ **Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.

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

- Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

- ☐ **Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.

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

- Document a search for additional suppliers

- ☐ **Delivery Date** Only one supplier can meet necessary delivery requirements.

Prior to checking this box, you must complete each of the following tasks:

- Document delivery date and quotes from at least two other vendors
- Document rationale in support of treating the delivery date as mission critical

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

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

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

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

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

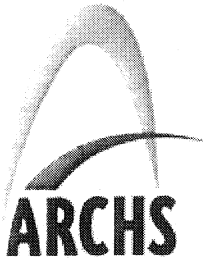
- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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



ARCHS: After School - ASAP

ARCHS is the largest provider of free after school services in the region. ARCHS is proud to provide leadership to ASAP.

- Pre-K
- K-12
- Adult
- Community



Find an After School Program for Your Family

ARCHS & ASAP

ARCHS is the largest area provider of **free/subsidized after school programs** - ensuring that students have a safe, fun and academically focused environment during non school hours. These programs also assure that parents can have greater flexibility with their work or school hours.

ARCHS has created a strategic community partnership with **St. Louis For Kids** to lead the After School For All Partnership (ASAP) - a result of the St. Louis Mayor's After School For All by 2010 Task Force. The goal of ASAP is to increase access to after school programs to area children and to create an organized after school network for the region to handle issues related to funding, quality and other issues.

Hundreds of area after school educators are receiving capacity building and professional development training via ARCHS and St. Louis for Kids. ARCHS serves as the fiscal agent of the partnership.

ASAP is providing after school services to more than 4,000 students each year.

About ASAP
ASAP Video

Attention Parents:

After School is In - Check it Out

*After School provides fun,
learning-based programs for
your child – led by trained and
screened staffs.*

*It supports the school day, helps
with homework and provides
snacks, fitness and social
activities – showcasing your
child's talents and interests.*

*Enrollment forms are available
in the school office.*

www.stlasap.org

314-289-5640

A.S.A.P.

After School for All Partnership for St. Louis



Let's Partner:

© ARCHS 539 N. Grand Ave. St. Louis, MO 63103
314-534-0022 phone and 314-534-0055 fax
info@stlarchs.org

**SAINT LOUIS PUBLIC SCHOOLS****Date:** September 7, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Carlinda Purcell, Dep. Supt., Academics**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #:

Agenda Item: 09-30-10-14
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To ratify a contract renewal with Rensselaerville Institute dba School Turnaround to provide consultant services to Busch AAA Middle School for the period July 1, 2010 to June 30, 2011 at a cost not to exceed \$50,000.

BACKGROUND:

This resolution is to renew the contract for the services of School Turnaround at Busch AAA Middle School. School Turnaround provides intensive intervention and leadership development that will help the principal continue to turnaround the performance at Busch. A school turnaround specialist will be provided to initiate and supervise the ongoing professional development of the staff.

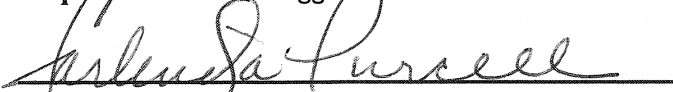
CSIP: Goal 1: Performance**Row:** 17**MSIP:**

9.6

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

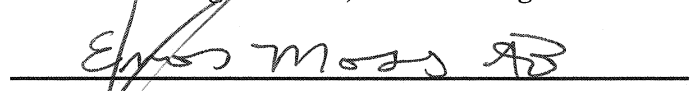
Fund Source: 110-2325-6319-802-00	GOB	Requisition #:
Amount: \$50,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$50,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Curriculum & Instruction**Requestor:** Michael Haggen


 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 <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: May 21, 2010
Dept / School: Academics		Reported By: Dr. Carlinda Purcell
Vendor: School Turnaround		Vendor #: 6000139839
Contract # / P.O. #: 4500148910		Contract Name: Gillian Williams
Contract Amount: \$650,000		Award Date: July 1, 2009
Purpose of Contract (Brief Description): Provide intensive intervention and leadership development to the principal and leadership teams of 14 schools. (Adams, Cole, Dunbar, Gateway Middle, Hickey, Monroe, Bunche, Carr Lane, Compton Drew, Fanning, Langston, Long, L'Ouverture, Stevens, Yeatman and Busch).		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 4 3 2 1	
Timeliness of Delivery or Performance	5 4 3 2 1	
Business Relations	5 4 3 2 1	
Customer Satisfaction	5 4 3 2 1	
Cost Control	5 4 3 2 1	
Average Score	4.4	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



SAINT LOUIS PUBLIC SCHOOLS

Date: September 7, 2010

From: Dr. Kelvin R. Adams, Superintendent

VENDOR SELECTION METHOD:

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

Agenda Item:
Information:
Conference:
Action:

☐ 09-30-10-15
☐
☐
☒

SUBJECT:

To authorize the Superintendent to exercise discretion in the expenditure of School Improvement Grant (SIG) funds that become available. The discretion being requested includes the authority to accept the SIG funds when awarded and, for those items that are time sensitive, to present the expenditures to the Board as ratifications. DESE has indicated that the range of funds to be awarded to SLPS is \$2,483,081 to \$4,304,007.

BACKGROUND:

Due to the timing of the SIG award, expenditure of the funds to provide maximum benefit to our SLPS students in the 2010-2011 school year will need to be on a very compressed time schedule. The Superintendent and the District staff have already done a great deal of planning and preparation for use of the funds in the presentation of the SIG response. The ability to place orders with identified vendors upon notification of the SIG award is critical to placing the resources and materials in the hands of the teachers and students as early in the school year as possible.

CSIP: Goal # SLPS Goal #2 - Process and Performance

Row #

35

MSIP: 6.7.2

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

Fund Source: Fund 291 - - - Non GOB

Amount:

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Cost not to Exceed: \$ -

Pending Funding Availability

Vendor #:

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

**SAINT LOUIS PUBLIC SCHOOLS****Date:** August 31, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Carlinda Purcell, Dep. Supt., Academics**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #:

Agenda Item: 09-30-10-16
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve the purchase of System 44, Expert 21, Read 180 Tiered Intervention from Scholastic Inc and other ancillary hardware (computers, headsets, CD players, DVD, Printers) from various approved vendors. The cost is not to exceed \$694,682.


BACKGROUND:

This resolution is to purchase, from State School Improvement Grant funding, Scholastic's Reading Program as a 3-Tiered Intervention for those low performing middle schools who are included in the School Improvement Grant: Fanning, Langston, L'Ouverture. The 3 Tiers include System 44 for those students reading more than 3 years below level; Read 180 for those reading one to two years below level; Expert 21 for those students transitioning from READ 180 to the mainstream classroom.


CSIP: Goal 2: Process Performance**Row:** 18**MSIP:** 6.3.1**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)


Fund Source: Fund 291	Non-GOB	Requisition #:
Amount: \$694,682.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$694,682.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Curriculum & Instruction**Requestor:** Michael Haggen


 Dr. Carlinda Purcell, Dep. Supt., Academics


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Michael Haggen	Date: August 27, 2009
Department / School: Curriculum & Instruction	Phone Number:
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
System 44, Expert 21, and Read 180 Tiered Intervention from Scholastic, Inc.	
Vendor Name: Scholastic, Inc.	Email:
Vendor Contact:	Phone Number
Justification Information	
1. Why the uniquely specified goods are required?	
Due to the package presentation from the vendor, the Read 180 program and its tiered intervention ideally fits the needs for the three middle schools and is consistent with the use of Read 180 throughout the District.	
2. Why good or services available from other vendors /competitors are not acceptable?	
The product is exclusive from the vendor chosen.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
None.	
4. List the Names of other Vendors contacted & Price Quotes:	
None.	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
 Department Head	Date
CFO	Date
Superintendent	Date

JKC

Sole Source Checklist

1. Check one of the following:

- ☒ **One-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.

Prior to checking this box you must complete each of the following tasks:

- Search the internet for companies providing similar services.
- Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
- Document search activities and findings

- ☐ **Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.

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

- Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

- ☐ **Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.

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

- Document a search for additional suppliers

- ☐ **Delivery Date** Only one supplier can meet necessary delivery requirements.

Prior to checking this box you must complete each of the following tasks:

- Document delivery date and quotes from at least two other vendors
- Document rationale in support of treating the delivery date as mission critical

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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



Budget Overview to Support (3) SIG Schools

The following budget provides Scholastic's Tiered Intervention Instructional Materials (READ 180, System 44 and Expert 21), Initial Training and On Going In-classroom Services and Ancillary Hardware Budget for (769) below proficient students in (3) School Improvement Grant Schools for school year 2010/11.

School	Proposal Value	Literacy Tiered Intervention Materials	Initial Training & On-Going In Classroom Support	Ancillary Hardware Budget	Total Savings
Fanning	\$ 286,520	\$ 176,002	\$ 84,698	\$ 25,820	\$ 48,529
Langston	\$ 243,509	\$ 148,893	\$ 72,706	\$ 21,910	\$ 42,742
L'Ovureture	\$ 233,371	\$ 127,481	\$ 84,902	\$ 20,988	\$ 35,384
TOTAL	\$ 763,400	\$ 452,376	\$ 242,306	\$ 68,718	\$ 126,655

The initial and on going cost to support Scholastic Solution servicing 769 students over three years:

Total cost for year #1: \$763,400

Total cost for year #2: \$206,950

Total cost for year #3: \$190,850



Tiered Intervention Solution Budget (3) School Improvement Schools St Louis Public Schools

Data Analytics

Goal: Targeting the Right Students at the Right Level

Based upon the 2009 MAP Communication Arts Data Analysis conducted, it is estimated that approximately 769 of St Louis Public School students are reading below proficiency level within the three School Improvement Schools listed below. Of those 769 students, it is further estimated that 116 students are reading far below grade level (Tier III students). An estimated 577 students are reading at least one or more grade levels below (Tier II student). And an estimated 76 students are reading less than one year below proficient (Tier I).

Goal: Data-driven Placement in the Appropriate Intervention Program

Based upon the analyzed 2009 MAP Communication Arts Data, it is recommended that 116 students be placed in Scholastic's *System 44* reading intervention program (Tier III), 577 students be placed in *READ 180* (Tier II) and 76 students will receive instruction using *Expert 21* (Tier I)

School	# of Below Basic Students 2009 MAP Data	# Basic Students 2009 MAP Data	# Below Proficient Students 2009 MAP Data	Estimated Tier 3 Intervention Students	Estimated Tier 2 Intervention Students	Estimated Tier 1 Intervention Students
Fanning	112	180	292	44	219	29
Langston	80	185	265	40	199	26
L'Ovureture	72	140	212	32	159	21
TOTAL	264	505	769	116	577	76



Professional Support and Project Management Services to Ensure Success

St Louis Public Schools will have expert support to help manage, monitor, and drive improved results from the proposed School Improvement Grant Reading Initiative. Over 10 years of experience in partnering with districts around the country have shown Scholastic "what works" when implementing large-scale literacy improvement initiatives. This project strongly implements these proven best practices.

Based upon the Scholastic's experience and analysis of the nature of effective implementations, the following services are necessary to build a sustainable literacy achievement initiative:

Goal: Quick, efficient start-up of the intervention project

Supporting Elements:

- Scholastic Installation of *READ 180* and *System 44* Software Programs
- Classroom setup of all new *READ 180* and *System 44* classrooms

Goal: Training that is efficient, effective and comprehensive.

Supporting Elements:

- Two-day Initial Implementation trainings for new *READ 180* teachers
- One day follow-up Implementation Training for new *READ 180* teachers
- Half-day Leadership Training for district and building leaders

Goal: Professional development that is customized, responsive, monitored, and graduated.

Supporting Elements:

- Two sessions of in-classroom support/training per month for each new teacher the first eight (8) months of the implementation;
- Enrollment in the *READ 180* on-line professional development course for *READ 180* teachers
- Initial and monthly training for the district-assigned *READ 180/System 44* literacy coaches;

Goal: Ensure the project is constantly moving forward toward a goal of maximized, measurable learning success for all involved students.

Supporting Elements:

- An assigned Dedicated Project Manager to oversee all aspects of the Implementation
- Mid-year and End-of-Year Implementation Effectiveness Reports
- Mid-year and End-of-Year Data Analytics Student Gains Reports
- Onsite, Telephone, and Online technical support and relevant software updates

Why This Professional Development Plan Will Succeed:

- A tiered and comprehensive professional development plan;
- Mid-year and end-of-year Data Analytics Gains reports and Implementation Effectiveness reports to track project effectiveness;
- Rigorous accountability measures of student reading achievement, fidelity of program implementation, and professional growth of the involved teachers.



Tiered Intervention Instructional Materials

Scholastic has worked with some of the most challenging schools in the country to produce sustained gains in student achievement. We've seen first hand that it can be done. We know that literacy is an engine that drives far more than higher test scores. It drives self-esteem, confidence and a belief in student's ability to learn. Real change starts with culture: Successful schools are communities, comprised of students, teachers, leaders and parents who share a common vision for improvement. Scholastic's individual School Improvement School Proposals consist of the following materials, services and resources:

- A Legacy of Engaging Disenfranchised Students using Scholastic's Tiered Literacy Intervention Treatment Plan. Scholastic's three tiered literacy intervention treatment plan was built for students who feel disenfranchised from traditional curriculum.
- Research-Based and Proven to Work at Scale. *READ 180* is the most thoroughly researched and documented reading intervention program in the world. With (37) studies, five peer-reviewed journals and the Institute for Education Science's (IES) What Works Clearinghouse have all documented *READ 180*'s proven ability to raise reading achievement
- For your "Most Challenged Tier III Students" in literacy, we implement *READ 180*'s fourth and newest stage *System 44*, which focuses on foundational reading. For your "Struggling Tier II Students" we implement *READ 180* Stages A (Elementary), B (Middle) or C (High). All Tier I, on and above proficiency students will benefit from Expert 21.
- All students in each of the participating School Improvement buildings will have access to Scholastic's Reading Inventory (SRI).
- A Professional Development Team that can help you Build Capacity. Scholastic has over 225 consultants comprised of former reading specialists, coaches, school leaders, past *READ 180* teachers. These professionals partner with the district's teachers and administrators to insure fidelity of implementation and ultimately, student achievement.

We are honored to have the opportunity to join you in your journey to help raise reading achievement. The goals of this proposal are to leverage literacy intervention to help turnaround your School Improvement buildings:

- Provide a dedicated Project Manager to oversee the implementation
- Provide appropriate student materials and teacher resources
- Provide training of professional development of staff to ensure capacity building
- Provide ongoing in-classroom support to help sustain and to accelerate student achievement
- Provide the necessary technical support to ensure the technology components of the implementation run flawlessly

**SAINT LOUIS PUBLIC SCHOOLS**

Date: September 3, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 09-30-10-17
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To ratify a sole source contract with Synesy Group to provide consulting, planning and writing services for the completion of the School Improvement Grant (SIG) application. The period of performance was June 20, 2010 to July 31, 2010 at a cost of \$16,500.00.

BACKGROUND:

After the three vendors on the DESE approved list of vendors were found to be unavailable to assist the District in writing the SIG application, DESE approved the use of Synesy Group. The application process was very short this year and the assistance of a skilled vendor to complete the application in the compressed timeframe was essential. Due to the efforts of Synesy and the District staff, the grant for SLPS will be between \$2.4M and \$4.3M for 2010-11.

CSIP: Goal 1: Performance

Row: 17

MSIP:

9.6


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

Fund Source: Fund 291	Non-GOB	Requisition #:
Amount: \$16,500.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$16,500.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Curriculum & Instruction

Requestor: Michael Haggen


 Dr. Carlinda Purcell, Dep. Supt., Academics


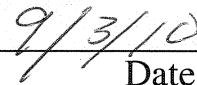

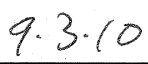

 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Michael Haggen	Date: September 3, 2010
Department / School: Curriculum & Instruction	Phone Number:
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
Synesy Group is one of a small group of vendors qualified to provide consulting, planning and writing of the School Improvement Grant (SIG) application.	
Vendor Name: Synesy Group	Email:
Vendor Contact:	Phone Number
Justification Information	
1. Why the uniquely specified goods are required?	
Only a small group of vendors is qualified by DESE to perform these functions.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Due to the very short time given to complete the SIG application, Synesy Group was the only vendor that was able to perform the services within the time frame required.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
4. List the Names of other Vendors contacted & Price Quotes:	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
 Department Head	 Date
 CFO	 Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

- ☐ **One-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.

Prior to checking this box you must complete each of the following tasks:

- Search the internet for companies providing similar services.
- Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
- Document search activities and findings

- ☐ **Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.

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

- Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

- ☐ **Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.

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

- Document a search for additional suppliers

- ☐ **Delivery Date** Only one supplier can meet necessary delivery requirements.

Prior to checking this box you must complete each of the following tasks:

- Document delivery date and quotes from at least two other vendors
- Document rationale in support of treating the delivery date as mission critical

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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

**SAINT LOUIS PUBLIC SCHOOLS****Date:** September 7, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Carlinda Purcell, Dep. Supt., Academics**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #:

Agenda Item: 09-30-10-18
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To ratify a sole source contract with Rensselaerville Institute dba School Turnaround to provide consultant services for the beginning of the school year to eight schools for the period July 1, 2010 to September 3, 2010 at a cost not to exceed \$178,000.

BACKGROUND:

This contract has provided the front end leadership development for Ashland, Columbia, Hamilton, Mann, Sigel, Sumner, Vashon and Walbridge that is needed for a school turnaround. The services have helped the staff start the new year with a sense of urgency and direction. The services will be paid out of the proceeds of the School Improvement Grant (SIG).

CSIP: Goal 1: Performance**Row:** 17**MSIP:**

9.6

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

Fund Source: Fund 291	Non-GOB	Requisition #:
Amount: \$178,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$178,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Curriculum & Instruction**Requestor:** Michael Haggen

 Dr. Carlinda Purcell, Dep. Supt., Academics


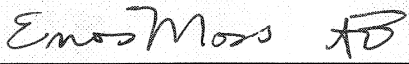

 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Michael Haggan	Date: September 3, 2010
Department / School: Curriculum & Instruction	Phone Number:
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
School Turnaround Services by a vendor designated by DESE.	
Vendor Name: Rensselaerville Institute dba School Turnaround	Email:
Vendor Contact:	Phone Number
Justification Information	
1. Why the uniquely specified goods are required?	
The eight schools identified are turnaround schools with new leadership and over 50% of staff needing staff development and pre-opening day training for key leadership staff.	
2. Why good or services available from other vendors /competitors are not acceptable?	
School Turnaround already works with 14 other schools in the District, so providing the same service to prepare schools for opening the school year is necessary for the District to have a consistent approach.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
4. List the Names of other Vendors contacted & Price Quotes:	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
 Department Head	9/3/10 Date
 CFO	9-3-10 Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

- ☐ **One-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.

Prior to checking this box you must complete each of the following tasks:

- Search the internet for companies providing similar services.
- Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
- Document search activities and findings

- ☐ **Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.

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

- Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

- ☐ **Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.

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

- Document a search for additional suppliers

- ☐ **Delivery Date** Only one supplier can meet necessary delivery requirements.

Prior to checking this box you must complete each of the following tasks:

- Document delivery date and quotes from at least two other vendors
- Document rationale in support of treating the delivery date as mission critical

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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



SAINT LOUIS PUBLIC SCHOOLS

Date: September 3, 2010

To: Special Administrative Board

From: Dr. Kelvin R. Adams, Superintendent

VENDOR SELECTION METHOD:

<input type="checkbox"/>	RFP/Bid
<input type="checkbox"/>	Sole Source
<input type="checkbox"/>	Board Policy
<input checked="" type="checkbox"/>	Resolution Adoption

Agenda Item:
Information:
Conference:
Action:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input checked="" type="checkbox"/>

09-30-10-19

SUBJECT:

To approve the resolution to adopt and approve the findings and recommendations of the Administration to begin a reduction in force and eliminate certain positions due to declining enrollment and lack of work.

BACKGROUND:

The Board is being asked to adopt and approve the findings and recommendations of the Administration to begin a reduction in force and eliminate certain positions due to declining enrollment and lack of work. The Board is also asked to adopt and approve the reduction in force process and procedures presented by the Administration, and to adopt and authorize the Superintendent to initiate the process and eliminate all affected positions as early as September 30, 2010.

CSIP: Goal # SLPS Goal #3 - Resource Row # 108 MSIP: 5.1

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

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

Department: Human Resources

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Sharonica Hardin, Chief Human Resource Officer

Dr. Kelvin R. Adams, Superintendent