

BOARD MEETING

TUESDAY, NOVEMBER 30, 2010

A G E N D A

SPECIAL ADMINISTRATIVE BOARD

MR. RICK SULLIVAN

MS. MELANIE ADAMS

MR. RICHARD GAINES

SUPERINTENDENT OF SCHOOLS

DR. KELVIN R. ADAMS

ST. LOUIS PUBLIC SCHOOLS

SPECIAL ADMINISTRATIVE BOARD MEETING

TUESDAY, NOVEMBER 30, 2010 – 6:00PM

ADMINISTRATIVE BUILDING- 801 N. 11TH STREET

AGENDA

- 1) Call to Order
- 2) Roll Call
- 3) Pledge of Allegiance
- 4) Public Comments
- 5) Approval of Minutes
- 6) Student/Staff Recognition(s)
- 7) Superintendent's Report
 - a) Information Items
(There are no information items this meeting)
 - b) Action Items
 - Consent Agenda
- 8) Board Member Updates
- 9) Adjournment

NOTES:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

**ST. LOUIS PUBLIC SCHOOL DISTRICT
SUPERINTENDENT'S REPORT
November 30, 2010**

1.0 Preliminary

1.1 CONSENT AGENDA

a) Information Items

(There are no information items this meeting)

1.2 b) Business Items – Action Required

• Consent Agenda

11-30-10-01 To approve a sole source contract renewal with North St. Louis Arts Council to provide photography classes for six 21st Century After School sites for the period December 1, 2010 through April 29, 2011 at a cost not to exceed \$6,500.

FUNDING SOURCE: Non-GOB

11-30-10-02 To renew and ratify approval of a contract with the University of Missouri on behalf of the Office of Social and Economic Data Analysis (OSED) to provide data collection and analysis services for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$5,390.15.

FUNDING SOURCE: Non-GOB

11-30-10-03 To renew and ratify approval of a contract with eMINTS to provide professional development services in instructional strategies powered by technology for ten Carnahan High School teachers for the period July 30, 2010 through June 30, 2011 at a cost not to exceed \$82,000.

FUNDING SOURCE: Non-GOB

11-30-10-04 To ratify approval of an Agency Agreement with Grace Hill Settlement Head Start Program for the period July 1, 2010 through June 30, 2011 at no cost to the District.

FUNDING SOURCE: There is no cost associated with this request

11-30-10-05 To ratify approval of an Agency Agreement with the YWCA Head Start Program for the period October 28, 2010 through June 30, 2011 at no cost to the District.

FUNDING SOURCE: There is no cost associated with this request

11-30-10-06 To ratify approval of a contract renewal with Preferred Meals Systems, Inc. to lease the Lexington Warehouse at a monthly cost of \$6,588.91 (total lease payment to the District is \$79,066.92) for the period July 1, 2010 through June 30, 2011.

11-30-10-07 To ratify approval of a contract renewal with The Children's Academy where Chartwell's will provide lunches for 30 students of the Academy at a cost of \$2.39 each for the period October 1, 2010 through September 30, 2011. The total reimbursable cost back to the District is \$18,068.00.

11-30-10-08 To approve a Memorandum of Understanding with Gateway Greening to create food producing gardens at the attached 26 SLPS' school sites.

FUNDING SOURCE: There is no cost associated with the request

11-30-10-09 To adopt and approve a Policy Statement in Relation to Working Conditions for School Nurses for the period July 1, 2010 through June 30, 2012.

11-30-10-10 To approve the amendment to the St. Louis Public Schools' 403(b) Plan to address recent changes in the law, including the Pension Protection Act of 2006 and the Heart Act.

- 11-30-10-11** To approve the October 2010 Monthly Budget Transaction Report.
- 11-30-10-12** To approve the renewal of the Microsoft Services Premier Agreement to provide problem resolution support for the period December 1, 2010 through November 30, 2011 in an amount not to exceed \$90,000.
FUNDING SOURCE: GOB
- 11-30-10-13** To ratify approval of a contract with Pauline Moley for consulting and training services of a school reform model dedicated to increasing student achievement for the period September 16, 2010 through June 1, 2011 at a cost not to exceed \$8,500.
FUNDING SOURCE: GOB

DECEMBER 16, 2010 ITEMS FOR CONSIDERATION

- 12-16-10-01** To accept funds and authorize the expenditure of the funds for the FY10-11 eMINTS program for a Data Team Project for the period December 17, 2010 through June 30, 2011 in an amount not to exceed \$68,965.
FUNDING SOURCE: Non-GOB
- 12-16-10-02** To approve authorization and contracts with the Lutheran Association for Special Education and the English Tutoring Project as Title III vendors to provide English for Speakers of Other Language Services for non-public schools in St. Louis City for the period, December 17, 2010 through June 30, 2011 at a total combined amount not to exceed \$48,434.72.
FUNDING SOURCE: Non-GOB
- 12-16-10-03** To approve the purchase of medical equipment from Pocket Nurse to be used to upgrade the Health Occupations - Direct Patient Care Program at Clyde C. Miller Academy in an amount not to exceed \$21,253.99
FUNDING SOURCE: Non-GOB
- 12-16-10-04** To approve the purchase of the Technical Skills Assessment Test from National Occupational Competency Testing, Inc. in an amount not to exceed \$5,338. These tests are for Career and Technical Education course evaluations.
FUNDING SOURCE: Non-GOB
- 12-16-10-05** To approve the purchase of leveled reading books during the period December 17, 2010 through June 30, 2011 with a total dollar limitation of \$2,600,00 from selected vendors per the November 22, 2010 Book Fair.
FUNDING SOURCE: GOB and Non-GOB
- 12-16-10-06** To approve acceptance of \$60,000 from the City of St. Louis Department of Public Safety for an afterschool program for Roosevelt High School students.
FUNDING SOURCE: Non-GOB
- 12-16-10-07** To approve the acceptance of \$800,000 in grant funds from the Community Development Administration. The funds will support the Community Education program for the calendar year January 1, 2011 through December 31, 2011.
FUNDING SOURCE: Non-GOB
- 12-16-10-08** To approve a Memorandum of Understanding with the American Federation of Teachers – St. Louis Local 420 to establish expectations to staff Turnaround and Transformation schools and implement the goals and objectives of the School Improvement Plan.
FUNDING SOURCE: There is no cost associated with this request

- 12-16-10-09** To approve a Memorandum of Understanding with Anaona Counseling Center to provide therapeutic counseling services to students at the Bevo-Long Community Education Full Service Schools for the period December 17, 2010 through December 16, 2011.
FUNDING SOURCE: There is no cost associated with this request
- 12-16-10-10** To approve a contract renewal with Urban K-Life St. Louis in an amount not to exceed \$50,000 to implement an attendance improvement and mentoring program for chronically absent students at Sumner and Beaumont High Schools for the 2010-2011 school year.
FUNDING SOURCE: GOB
- 12-16-10-11** To approve a contract renewal with SAP America Enterprise to provide maintenance and enterprise support services for the SAP financial system and the BSI Payroll Tax software for the period January 1, 2011 through December 31, 2011 in an amount not to exceed \$268,225.12
FUNDING SOURCE: GOB
- 12-16-10-12** To approve a contract renewal with Group Basis, Inc. to provide SAP maintenance and implementation services for the period January 1, 2011 through June 30, 2012 in an amount not to exceed \$81,000.
FUNDING SOURCE: GOB
- 12-16-10-13** To ratify contracts with Connections Academy, Aventa Learning, Missouri Council on Economic Education, Florida Virtual School and the North Kansas City School District for Virtual School services for the period July 1, 2010 through June 30, 2011 at a total combined cost not to exceed \$300,000. The cost of each individual contract will be based upon enrollment.
FUNDING SOURCE: GOB
- 12-16-10-14** To approve acceptance of funds generated and approve a contract renewal with Accelify for School District Administrative Claiming services for the 2010-2011 academic year at a cost not to exceed 3% of generated revenue.
FUNDING SOURCE: GOB
- 12-16-10-15** To ratify approval of a short term loan in the amount of \$11,933,660 to enable the District to borrow money from the Agency Fund and place it in the General Operating Fund to clear the negative cash balance.



BOARD RESOLUTION

Date: November 3, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 11-30-10-01

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

Previous Board Resolution # 04-01-10-07

Prior Year Cost \$7,500.00

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

SUBJECT: To approve a sole source contract renewal with the North St. Louis Arts Council for Photography Classes to be provided December 1, 2010 through April 29, 2011 at a cost not to exceed \$6,500.00.

BACKGROUND: The North St. Louis Arts Council will provide a professional teaching artist for after school photography classes in six 21st Century After School locations (Cole, Hickey Bunche, Carr Lane, Henry, and Ames). The contracted services are written in the 21st Century Grant.

Accountability Plan Goals: Goal I: Student Performance


Objective/Strategy: 1.A.3.d

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


Fund Source: 827-Q1-291-1663-6319	Non-GOB	Requisition #: 10120824
Amount: 2,166.00		
Fund Source: 827-QV-291-1663-6319	Non-GOB	Requisition #: 10120825
Amount: 2,166.00		
Fund Source: 827-RQ-291-1663-6319	Non-GOB	Requisition #: 10120826
Amount: 2,168.00		
Cost not to Exceed: \$6,500.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600004274


Department: Community Education/A.S.

Requestor: Judith King


Dr. Carlinda Purcell, Dep. Supt., Academics


Angela Banks, Interim Budget Director

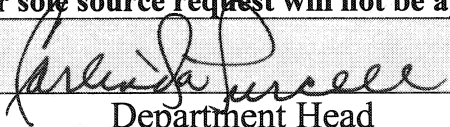

Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

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REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Judith King	Date: October 20, 2010
Department / School: After School	Phone Number: 314-345-4409
<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)	
Non for profit organization of African American Photographers dedicated in working with students to teach them how to use photography as a career choice. Provides in-kind services for students, is experienced with working with our students, remands consistent with pricing.	
Vendor Name: North St. Louis Arts Council	Email:
Vendor Contact: Larry Clark	Phone Number 636-346-3422
Justification Information	
1. Why the uniquely specified goods are required?	
Provides an opportunity for students to learn how to use photography as a potential career or as a hobby from a professional photographer.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Vendor provides professional teaching artist for after school photography classes. Implements a curriculum that provides students with the skills to create a photo exhibit. Works with local vendors to display student work. Arts Council is written into the grant	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
Provides an excellent service to student and their families through exposure to photography. Provides photography coverage at all 21 st Century After School family events at no additional cost.	
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	11/4/10- 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.



Vendor Performance Report

Type of report: Final <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/>		Report Date: November 5, 2010
Dept / School: 21 st Century Sites		Reported By: Judith King
Vendor: North St Louis Arts Council		Vendor #: 600004274
Contract # / P.O. #: _____		Contract Name: Larry Clark
Contract Amount: \$ 6,500.00		Award Date:
Purpose of Contract (Brief Description): Provide Photography classes to students in the 21 st Century After school Program who show an interest in photography,		
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	Excellent services to students and their families. This is a queue experience for students to work with professional photographers. Outstanding services to students individualizes and small group interaction with students.
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5	Provides excellent experiences and challenges to students at all levels. Students have the opportunity to progress at their own rate. Student also work together to teach other students.
	4	
	3	
	2	
	1	
Business Relations	5	Professional and reliable services. Makes all scheduled classes. Provides in-kind services to program. Takes pictures at after school events and trainings.
	4	
	3	
	2	
	1	
Customer Satisfaction	5	Organization has been working with the district more that 10 years Students have an opportunity to display their work in a community venue yearly. Outstanding in building self esteem in students with excellent outcomes as shown in the student work. Would recommend
	4	
	3	
	2	
	1	
Cost Control	5	Continues to provide services at a decreased rate due to the declining grant amounts. Provides in-kind services to programs.
	4	
	3	
	2	
	1	
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period. Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



Board Resolution

Date: November 4, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 11-30-10-02

Information: _____

Action: X

Action to be Approved:

X

Contract

Other Transaction Descriptors:

Ratification

SUBJECT:

To renew and ratify a contract with the University of Missouri on behalf of the Office of Social and Economic Data Analysis (OSED) for the period July 1, 2010 through June 30, 2011 at a cost not to exceed \$5,390.15.

BACKGROUND:

The University of Missouri on behalf of OSED will provide data collection and analysis services in conjunction with the eMINTS Technology in Education grant awarded to Carnahan High School of the Future for the fiscal years FY 2009-2010 and 2010-2011. eMINTS changes how teachers teach and students learn. The instructional model provides a research-based approach to organizing instruction and can be implemented in any subject area at any level. eMINTS supports educators at all levels with professional development experiences they need to prepare all learners. Acceptance of the eMINTS grant award to Carnahan High School of the Future FY 2009-2010 and 2010-2011 and its attendant budget was previously approved under Board Resolution 08-06-09-05.

Accountability Plan Goal: Goal I: Student Performance

Objective/Strategy:

I.A.1, I.A.2

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

Fund Source: 193 - UN - 291 - 1351 - 6319	Non GOB	Requisition #: 10121093
Amount: \$ 5,390.15		
Fund Source: - - - -		Requisition #:
Amount:		
Fund Source: - - - -		Requisition #:
Amount:		
Cost not to Exceed: \$ 5,390.15	Pending Funding Availability	Vendor #: 60001475

Department:

Carnahan HSOF

Requestor:

Bruce Green

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

UNIVERSITY OF MISSOURI SPONSORED ACTIVITY CONTRACT*

Date: July 20, 2010

Contract Number:

Quantity	Unit Description	Unit Cost (from approved price list)	Extended Price
13.48	Units of Unitized Service (days)	\$400	\$5,390.15
Total Cost			\$5,390.15

Are Federal funds (directly or flow through) to be used to pay for this contract? _____. If yes, what is the CFDA number? _____

1. This contract is entered by and between **St. Louis Public Schools** (hereinafter "Sponsor") and **The Curators of the University of Missouri** on behalf of the **Office of Social and Economic Data Analysis** (hereinafter "University").
2. Contract period shall begin on 1st July 2010 (the "Beginning Date") and end on 30th June 2011 (end date may not transcend the end of the University fiscal year).
3. Ownership of intellectual property resulting from this contract will vest with University and be maintained in accordance with University policies. University grants Sponsor a right to use data generated under this contract. University grants Sponsor the right for noncommercial purposes to reprint and disseminate copyrighted materials developed under this contract.
4. The relation of University to Sponsor shall be that of an independent contractor. Neither party shall have authority to bind the other party for any obligation or expense not specifically stated in this contract. Neither party shall have authority to represent itself as an agent of the other party.
5. For purposes of this Agreement, the term "Confidential Information" shall mean all written or orally transmitted information, which the disclosing party shall deem to be confidential and proprietary, including but not limited to data, know-how, technical and non-technical materials, and specifications which the disclosing party has delivered to the receiving party pursuant to this Agreement and which shall be marked as "Confidential" or by some similar designation. Both University and Sponsor shall maintain and protect such Confidential Information in a manner no less stringent than it would maintain its own confidential and proprietary information and shall use the Confidential Information only for the purposes contemplated under this Agreement. The preceding obligations of nondisclosure and limitations of use shall not apply to the extent that the receiving party can demonstrate that the Confidential Information (a) was in its possession or control at the time of disclosure, (b) is or becomes public knowledge through no fault or omission of the receiving party, (c) is lawfully obtained from a third party having a legal right to disclose such information, (d) is independently developed without reference to the discloser's Confidential Information, or (e) is required by law to be disclosed. In the event the Confidential Information is disclosed orally or visually, it shall be reduced to writing or other tangible form and identified as "Confidential" or a similar designation and delivered to the receiving party within thirty (30) days from the date of disclosure; during such thirty (30) day period, the receiving party shall treat such information as "Confidential Information." The obligations of nondisclosure and limitation of use shall terminate five (5) years from the Beginning Date of this Agreement.
6. Any publicity release mentioning contract activities shall reference Sponsor. Any publications, including audiovisual items, produced with contract funds and/or reporting data from contract shall give credit to the contract and Sponsor.
7. Either party may terminate this contract at any time, with or without cause, upon thirty (30) days written notice. In the event of termination, University shall be paid only for work satisfactorily completed and accepted by Sponsor and for all noncancellable obligations incurred prior to the date of termination.
8. University shall comply with all applicable provisions of Federal and State laws and regulations relating to the activities conducted hereunder.
9. University shall retain all books, records, and other documents relevant to this contract for a period of two (2) years after final payment or completion of an audit, whichever is later. University shall allow authorized representatives of Sponsor, State, and Federal Government to inspect these records upon request with appropriate notice. University shall comply with requirements of OMB Circular A-133, OMB Circular A-21, and Federal Cost Accounting Standards. University shall return to Sponsor any funds finally disallowed in an audit of this contract.

10. Paragraphs 3, 5, 6, and 9 shall survive expiration or termination of this Agreement.
11. **Indemnification and Hold Harmless:** To the extent permitted by law and without waiving sovereign immunity, University agrees to defend, indemnify and hold harmless Sponsor from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by University pursuant to the performance of its obligations under this Agreement. To the extent permitted by law and without waiving sovereign immunity, University also agrees to defend, indemnify and hold harmless Sponsor from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of University's performance pursuant to this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the Sponsor.
12. This contract is a fixed unit price contract. Notwithstanding any other payment provision of this contract, if University fails to submit reports when due, or fails to perform required work or services, Sponsor may withhold payment or reject invoices under this contract until reports are submitted or required work or services performed, whichever is applicable, unless the failure is due to causes beyond the control of University. University shall bill Sponsor in December of 2010 and April of 2011. Sponsor shall pay invoices within 30 days of receipt.
- Billing shall be: _____ electronic addressed to:

OR

_____ paper addressed to: University of Missouri
310 Jesse Hall
Columbia, MO
65211-1230

THIS CONTRACT EXPRESSES THE COMPLETE AGREEMENT OF THE PARTIES AND SHALL SUPERSEDE ALL PREVIOUS COMMUNICATIONS, REPRESENTATIONS OR AGREEMENTS, EITHER VERBAL OR WRITTEN, BETWEEN THE PARTIES PERTAINING TO THE SUBJECT MATTER OF THIS CONTRACT. PERFORMANCE SHALL BE GOVERNED SOLELY BY THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT AS INTERPRETED UNDER THE LAWS OF THE STATE OF MISSOURI. BY SIGNING BELOW, UNIVERSITY AND SPONSOR AGREE TO ALL TERMS AND CONDITIONS SET FORTH IN THIS CONTRACT. THIS CONTRACT BECOMES FULLY EXECUTED ON THE DATE OF THE LATEST OF THE THREE SIGNATURES REQUIRED BELOW.

UNIVERSITY PROGRAM SIGNATURE

AUTHORIZED SPONSOR SIGNATURE

AUTHORIZED UNIVERSITY SIGNATURE

PRINTED NAME/TITLE

PRINTED NAME/TITLE

PRINTED NAME/TITLE

Bill Elder
Office of Social and Economic Data Analysis

DATE

DATE

DATE

*This contract form is usable only for approved rates of authorized Service Operations with a currently approved rate schedule.

Contacts:

Deb Sutton, Director
Missouri Department of Elementary and Secondary Education
Division of School Improvement - Education Technology
PO Box 480
Jefferson City, MO 65102
Phone: 573-751-8247 Fax: 573-522-1134
deborah.sutton@dese.mo.gov

Dr. Kelvin Adams, Superintendent
St. Louis Public Schools
801 N. 11th St.
St. Louis, MO 63101-1401
Phone: 314-231-3720 Fax: 314-345-2661
kelvin.adams@slps.k12.mo.us

Signed contract should be returned to:

Cindi Kelly, Assistant Director-Finance
OSED, 602 Clark Hall
University of Missouri
Columbia, MO 65211-4260
Phone: 573-882-7050
kellyc@missouri.edu



Board Resolution

Date: November 4, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 11-30-10-03

Information: _____

Action: X

Action to be Approved:

X Contract

Other Transaction Descriptors:

Ratification

SUBJECT:

To renew and ratify a contract with eMINTS to provide professional development for the period July 30, 2010 through June 30, 2011 at a cost not to exceed \$82,000.

BACKGROUND:

eMINTS will provide professional development program services for ten selected Carnahan High School of the Future teachers to receive training to use instructional strategies powered by technology which will engage students in the excitement of learning and enrich teaching to dramatically improve student performance. Acceptance of the eMINTS grant was awarded to Carnahan High School of the Future FY2009-2010 and 2010-2011 and its attendant budget was previously approved under Budget Resolution 08-06-09-05.

Accountability Plan Goal: Goal I: Student Performance

Objective/Strategy:

I.A.1, I.A.2

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

Fund Source: 193 - UN - 291 - 1351 - 6319	Non GOB	Requisition #: 10121092
Amount: \$ 82,000.00		
Fund Source: - - - -		Requisition #:
Amount:		
Fund Source: - - - -		Requisition #:
Amount:		
Cost not to Exceed: \$ 82,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600013888

Department: Carnahan HSOF

Requestor: Bruce Green

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks
Angela Banks, Interim Budget Director

Enos Moss
Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

FY11 eMINTS Professional Development Programs Agreement

Please complete the highlighted areas, obtain appropriate signature and return to eMINTS by postal mail to address above **within ten business days of receipt**. An executed copy will be returned.

Applicant information - REQUIRED			
Name of applicant organization (district, school, etc.) St. Louis City School District		State or district code (if applicable) 115-115	
Federal ID number			
Address 801 N. 11 th		City Saint Louis	State Missouri
District/organization phone (including area code) 314-231-3720		Zip 63101	
District/organization fax (including area code)			
Authorized representative name & title		Work phone	Cell/mobile number
E-mail address		Alternate phone	Fax number
eMINTS contact name & title		Work phone	Cell/mobile number
E-mail address		Alternate phone	Fax number
School building information (for more than 2 buildings, provide information on separate sheets)			
School name #1 Carnahan High School of the Future		Building code (if applicable) 193	
Phone number 314-457-0582			
Address 4041 South Broadway		City Saint Louis	State Missouri
Principal name Bruce Green		Work phone 314-457-0582	Cell/mobile number 314-807-4666
E-mail address Bruce.green@slps.org		Alternate phone	Fax number 314-457-9741
School name #2		Building code (if applicable)	
Phone number			
Address		City	State
			Zip
Principal name		Work phone	Cell/mobile number
E-mail address		Alternate phone	Fax number
Participant assurances			
Applicant organization hereby assures the eMINTS National Center (hereinafter eMINTS) that it will:			
<ul style="list-style-type: none"> Assign one administrator as contact person. Contact person agrees to be responsible for communication regarding application information, fiscal issues, submission of required reports, and provision of current contact information. Fulfill all program professional development, implementation, and evaluation activities and requirements (including providing student data as requested by eMINTS external evaluation providers if applicable). Provide program participants with equipment, connectivity and software as required in current eMINTS specifications. <ul style="list-style-type: none"> Follow equipment specifications for additional official eMINTS Comprehensive or eMINTS4All classrooms for the current fiscal year unless participant is replacing an eMINTS teacher in a classroom equipped during a previous fiscal year (see FAQ). Follow equipment installation timeline prescribed for eMINTS Comprehensive or eMINTS4All classroom installations. Participants in Professional Development for Educational Technology Specialist (PD4ETS) program will comply with all requirements/policies in the PD4ETS program handbook and FAQ. Maintain required student per Internet-connected computer ratio throughout the two-year professional development period in official eMINTS Comprehensive or eMINTS4All classrooms at applicant expense if enrollment increases. Follow published eMINTS policies regarding additional software on student and teacher computers. Provide participants in eMINTS professional development programs with resources (stipend for out-of-contract time, mileage, lodging, and substitutes if applicable) necessary for successful participation in the program. Abide by participant attendance requirements as published in eMINTS policies. 			

- Agree to use professional development provided by eMINTS in accordance with the intent of eMINTS and its provisions, specifically: materials provided to participants in any eMINTS professional development program may not be distributed for any reason without written permission of the eMINTS National Center.

If applicant is accepted into eMINTS professional development programs, eMINTS will:

- Provide professional development program services for the specific programs in which organization's participants are enrolled as outlined in the Frequently Asked Questions for each program. FAQ for programs are available from <http://www.emints.org/programs/>
- Provide participant attendance information to the organization (if applicable).
- Provide participants with access to request new eThemes topics and to appropriate eMINTS communication tools.
- Provide limited server space to participants in eMINTS programs (if space is not available on the applicant's server).

Note: All eMINTS programs will be offered pending the eMINTS National Center's final budget sufficiency each fiscal year and an adequate number of participants for each program cohort group.

PERIOD OF SERVICES AND TERMINATION

eMINTS Comprehensive, eMINTS4All and PD4ETS programs require a two-year commitment. The period of performance shall be July 1, 2010 through June 30, 2011, unless otherwise terminated by applicant for just cause or through mutual agreement of applicant and eMINTS. In the event of termination and eMINTS is not at fault, applicant shall reimburse eMINTS for all out-of-pocket expenses and non-cancelable obligations incurred. For all Year 1 participants in the eMINTS Comprehensive, eMINTS4All, and PD4ETS programs, an agreement for Year 2 services and fees shall be executed prior to June 30, 2011.

COMPENSATION

1. Applicant organization will pay eMINTS:

Program	Number of Participants	Total
Organization Fee (if applicable)		\$10,000
eMINTS Comprehensive	Seven (7) Year 2 teachers (Felicia Foster, Kevin Hall, Latasha Jones, Gregory Laposa, GigiMara Ra-el, Greg Taylor, Kelly Taylor) @ \$6,000 each; Two (2) replacement teachers, Year 1 and Year 2 (Lucy Duffey and Brook Presley) @ \$9,000 each; and one (1) additional teacher, Year 1 and Year 2 @ \$12,000	\$72,000
eMINTS4All		
PD4ETS		
GRAND TOTAL		\$82,000

2. Payment will be made upon submission of an invoice by eMINTS.

GOVERNING LAW

This agreement shall be deemed to have been entered into under the laws of the State of Missouri and the rights and obligations of the parties hereunder shall be governed according to the laws of said state.

LIABILITY

No member, individually or collectively, or officer of the Board of Curators of the University of Missouri incurs or assumes any individual or personal liability by the execution of this agreement or by reason of the default of University in the performance of any of the terms hereof. All such liability of members or officers of the Board of Curators of the University of Missouri, as such, is hereby released by the applicant organization as a condition of and in consideration for the execution of this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

Applicant organization representative certifies to the best of his/her knowledge and belief that he/she and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

MODIFICATIONS TO AGREEMENT

None of the terms or conditions herein shall in any manner be altered, amended, waived, or abandoned, except by the written agreement of the parties.

ENTIRE UNDERSTANDING

This agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof.

Signatures

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives as of the date below their respective signatures.

Authorized representative signature

Date

Title

For UM System use only

The Curators of the University of Missouri signature

Date

Title

Revised June 9, 2009



Board Resolution

Date: November 4, 2010

Agenda Item: 11-30-10-04

To: Dr. Kelvin R. Adams, Superintendent

Information: _____

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

Action: X

Action to be Approved:

X

Agency Partnership Agreement

Other Transaction Descriptors: _____

SUBJECT:

To ratify the Agency Agreement with the Grace Hill Head Start Program to provide the framework for the cooperative efforts between the Grace Hill Head Start Program and SLPS. The agreement will be for the period July 1, 2010 to June 30, 2011 and there will be no cost to the District.

BACKGROUND:

The Head Start Program will help maximize the use of available local resources in providing special education programs and related services to identified young children with disabilities and their families.

Accountability Plan Goal: Goal I: Student Performance

Objective/Strategy:

I.D.

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

Fund Source: - - - -

Amount: Not Applicable

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Cost not to Exceed: Not Applicable

☐ Pending Funding Availability

Vendor #:

Department: Assoc. Sup. For Elementary Schools

Requestor: Paula Knight

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Memorandum of Understanding
Involving
The St. Louis Public Schools – Early Childhood Special Education
And
Grace Hill Settlement House Head Start Program

Purpose

The purpose of this Memorandum of Understanding is to facilitate communication and coordination between the St. Louis Public Schools – Early Childhood Special Education, in cooperation with Grace Hill Head Start. For the purpose of this agreement- Grace Hill Head Start includes Grace Hill Head Start partner and delegate agencies. This agreement is guided by the Head Start Program Performance Standards (45-CFR-1301-1306, 1308), Individuals with Disabilities Education Act (IDEA), the State Regulations implementing Part B of the IDEA, Section 504 of the Rehabilitation Act of 1973, and Americans with Disabilities Act (ADA). This document is not intended to create any new binding requirements for St. Louis Public Schools and/or Grace Hill Head Start. This document reflects current legislative and regulatory requirements as well as recommended practices. It is the expectation that Grace Hill Head Start and St. Louis Public School will use this document as a guide to create local collaborative agreements responsive to the needs of the St. Louis community.

While this document addresses issues related to children with disabilities and their families, the participants in this agreement are committed to promoting integration of all early childhood programs through enhancing awareness of and coordination with programs and resources that address needs of all young children in St. Louis. Examples include but are not limited to: Missouri Preschool Project programs, Parents As Teachers, Even Start, Title I Preschools, Child Care Block Grant programs, Migrant and Homeless programs, etc.

Objectives

The objectives of this Memorandum of Understanding are:

- To provide a framework for the development of interagency agreements supporting cooperative efforts between Grace Hill Head Start and the St. Louis Public Schools.
- To maximize the use of available local resources in providing special education programs and related services to young children with disabilities and their families in St. Louis.
- To ensure coordination of services to children with disabilities served by Grace Hill Head Start and the St. Louis Public Schools.
- To clarify roles and responsibilities of the St. Louis Public Schools, Grace Hill Head Start and families.
- To provide information to public school administrators and program staff in St. Louis Public Schools about Head Start's Performance Standards regarding services and responsibilities for children with disabilities.
- To provide information to Grace Hill Head Start administrators and program staff about St. Louis Public Schools services and responsibilities for children with disabilities under IDEA, state law, and regulations.
- To provide opportunities for Grace Hill Head Start and St. Louis Public Schools staff to discuss mutual accomplishments and concerns.
- To encourage and support collaboration among Grace Hill Head Start, St. Louis Public Schools, and state agencies in the further development of high quality early childhood and family education services statewide.

AGENCY MANDATES

Grace Hill Head Start (GHHS)

To recruit and enroll children with disabilities in accordance with Head Start Performance Standard 1305.6 (c) which states "At least 10 percent of the total number of enrollment opportunities in each grantee and each delegate agency during an enrollment year must be made available to children with disabilities..."

St. Louis Public Schools

To identify children with disabilities age birth to twenty-one and provide special education and related services to all children with disabilities ages 3 to 21 in compliance with IDEA, the Missouri State Regulations implementing Special Education, and the St. Louis Public Schools Compliance Plan.

Confidentiality/Release of Information-Family Educational Rights and Privacy Act of 1974 (FERPA): School districts and Head Start programs shall obtain written consent of the parent before disclosing personally identifiable information from the education records of a child. The written consent must be signed and dated by the parent and shall include the following; a) a specification of the records to be disclosed, *b) the purpose of the disclosure*, and c) the party or parties to whom the disclosure may be made. Part B of IDEA provides for the parent's right to revoke consent at any time.

AGENCY RESPONSIBILITIES AND RECOMMENDED PRACTICES

IDENTIFICATION OF CHILDREN WITH DISABILITIES

Grace Hill Head Start

To screen all Grace Hill Head Start enrolled children with a developmental screen within 45 calendar days after the start of Grace Hill Head Start services. Screening provides information in the following areas:

Visual/motor

Language

Cognition

Gross motor/body awareness

Social/emotional

Complete physical including:

Vision testing

Hearing testing

To share screening information with St. Louis Public School staff for those children referred by Grace Hill Head Start to St. Louis Public Schools according to Head Start Performance Standards.

To review all previous screening and evaluation data when receiving referrals from St. Louis Public Schools.

St. Louis Public Schools

State law requires districts to annually assist in Child Find by publicizing the school's responsibility for providing special education for eligible children 3-21 and conducting an annual census of children birth to 21 suspected of having disability.

St. Louis Public Schools offers Parents as Teachers services, and one of the functions of Parents as Teachers is conducting screenings for children age's three to five who are enrolled in Grace Hill Head Start at a Head Start/St. Louis Public School collaboration site.

With parent's permission, to provide to Grace Hill Head Start any available screening results for children referred by or enrolled in Grace Hill Head Start programs.

Area of Collaboration

Each agency will meet their responsibility for screening through a collaborative effort, not duplicating services, and sharing information with the parent/guardian's written permission.

REFERRAL FOR EVALUATION

Grace Hill Head Start

To refer a child to the St. Louis Public Schools for evaluation as soon as the need is evident, starting as early as the child's third birthday with written permission of the parent/guardian of the child.

To share screening information with St. Louis Public Schools staff for those children referred by GHHS to SLPS according to HS Performance Standards.

To provide GHHS staff with information regarding IDEA Procedural Safeguards.

St. Louis Public Schools

To inform parents of their rights (Procedural Safeguards) when their children are referred to ECSE for evaluation. The IDEA provides families with certain rights for obtaining and continuing services for children with disabilities. Procedural Safeguards cover the following areas:

Written notice and consent	Disciplinary Actions
Independent educational evaluation	Limitation on reimbursement for private school placement
Access to records	Due process procedures/Admin
Confidentiality of information	Hearing Rights
Destruction of records	Child complaints
Parent participation	Attorney's fees

To make available information about these procedural safeguards to Grace Hill Head Start.

Obtain the parent's written consent for release of information and records for children enrolled in GHHS prior to initiation of the evaluation..

To review referral information from Grace Hill Head Start to determine if an evaluation is warranted.

To provide the parent/guardian with a notice of action refused when the St. Louis Public Schools determines evaluation is not warranted.

Area of collaboration

Data on instructional strategies and teacher's observation of the child's performance while in Head Start can be used by the St. Louis Public Schools to assist with decisions related to evaluation. GHHS and the St. Louis Public Schools will continue to collaborate and use established referral procedures. Grace Hill Head Start can help the parent understand the special education process and help the parent make a referral. The use of a common release of information form is recommended.. GHHS and St. Louis Public Schools will continue to collaborate to assist families in understanding IDEA Procedural Safeguards.

EVALUATION

Grace Hill Head Start

To ensure that a comprehensive multi-disciplinary evaluation is made available to all Grace Hill Head Start children suspected of having a disability.

To share information and records with the St. Louis Public Schools.

To participate with the St. Louis Public Schools at the request of the family in the comprehensive assessment process.

To assist the family in keeping evaluation appointments with the St. Louis Public Schools.

St. Louis Public Schools

With the input of the parent, to review existing information to determine if there is sufficient data to determine:

- Whether the child has a particular category of disability
- Present levels of performance and educational needs of the child
- Whether the child needs special education and related services

To provide enough notice of intent to evaluate prior to determining eligibility if no additional assessment is needed and to obtain written consent of the parent prior to conducting any necessary tests or other assessment instruments.

To conduct or obtain necessary assessments for all preschool children suspected of having a disability.

To notify the parent of the eligibility staffing early enough to ensure an opportunity to participate.

To involve Grace Hill Head Start in the evaluation process including, but not limited to notifying Grace Hill Head Start of scheduled assessment dates, times and places, reviewing evaluation information and records provided by Grace Hill Head Start, sharing evaluation information with parent's permission, and observing in the Grace Hill Head Start classroom.

Area of Collaboration

Observation may be a part of the evaluation process for the St. Louis Public Schools. The Grace Hill Head Start site provides an appropriate environment for observation and possibly other assessments. The St. Louis Public Schools will include Grace Hill Head Start in the eligibility staffing with the parent's permission.

ELIGIBILITY DETERMINATION

Grace Hill Head Start

To participate in the St. Louis Public Schools eligibility staffing for those children enrolled in the Grace Hill Head Start program, with parental permission.

St. Louis Public Schools

To write an evaluation report, synthesizing information about the child. Information from Grace Hill Head Start, the parent, and other outside sources will be considered by the St. Louis Public Schools evaluation team for possible inclusion in the evaluation report. This report will specify the child's eligibility or ineligibility for early childhood special education services. Eligibility is based on criteria referenced in Missouri's State Plan for Part B of the Individuals with Disabilities Education Act.

To include the parent, and with parent's consent, invite Grace Hill Head Start to participate in the meeting to determine eligibility.

For those children enrolled in Grace Hill Head Start, with parental consent, to notify Grace Hill Head Start in writing of eligibility determination by providing them a copy of the child's evaluation report.

To schedule an IEP meeting and provide notification to the parent of this meeting when the child is determined eligible for early childhood special education. The parent shall be notified that they and the district may invite other people with knowledge or special expertise about their child to the meeting.

When the parent has received a notice of action refused because the St. Louis Public Schools does not plan to evaluate, Grace Hill Head Start may convene a multi-disciplinary team, including the family, for an evaluation. A St. Louis Public Schools representative will be invited to participate. This team studies the results of the Grace Hill Head Start evaluations and determines that the child is or is not in need of special education/related services. A child whom Grace Hill Head Start determines is in need of special education/related services is designated as a child with a disability under Grace Hill Head Start regulations and a Grace Hill Head Start IEP is developed.

To inform the family of differences in Grace Hill Head Start and St. Louis Public Schools eligibility criteria for services.

Area of Collaboration

Grace Hill Head Start and St. Louis Public Schools staff should be cross-trained so they understand their respective eligibility requirements and can explain the differences to families. Grace Hill Head Start and the St. Louis Public Schools should work collaboratively to help ensure that the parents attend the eligibility staffing.

INDIVIDUALIZED EDUCATION PROGRAM

Grace Hill Head Start

To participate with the parents in the IEP process for children who have been referred to and evaluated by the St. Louis Public Schools, or children whose services may be shared by the St. Louis Public Schools and Grace Hill Head Start.

When a St. Louis Public Schools IEP is developed and the child is enrolled in Grace Hill Head Start, appropriate goals and objectives/benchmarks will be implemented in Grace Hill Head Start daily activities. GHHS will document progress and share this information with the St. Louis Public Schools.

A Grace Hill Head Start IEP meeting will be convened for a child who is determined to have a disability under Head Start criteria, but is ineligible for special education services through the St. Louis Public Schools. The St. Louis Public Schools will be invited to participate.

Grace Hill Head Start is responsible for the provision of related services to children with disabilities as defined in the Grace Hill Head Start IEP.

Area of Collaboration

The child's family is a required member of the IEP team under IDEA and Head Start Performance Standards. Grace Hill Head Start and the St. Louis Public Schools will include the family in planning for their child's IEP. The information contributed by the family will be instrumental in developing goals and objectives for the child and in determining the most appropriate placement in which those services can be delivered. St. Louis Public Schools is responsible for implementation of the IEP for children eligible under the Missouri State Regulations implementing Part B, and any revisions to the document are the responsibilities of the St. Louis Public Schools IEP team. Grace Hill Head Start is not required to develop a separate IEP. Effective collaboration will alleviate the need for two IEPs for children who are dually enrolled.

The St. Louis Public Schools and Grace Hill Head Start will work collaboratively implementing the IEP and documenting the progress on goals/objectives/benchmarks of the IEP. St. Louis Public Schools special education and related services staff will provide direct services to the child and/or consultation to GHHS as determined by the IEP team to implement strategies which will help the child meet the goals and objectives/benchmarks.

The Grace Hill Head Start teacher may fulfill the required role of regular education teacher in the child's IEP.

St. Louis Public Schools

With parental consent, the St. Louis Public Schools should invite Grace Hill Head Start staff to participate in IEP meetings for ECSE, eligible children who are enrolled in Grace Hill Head Start.

To develop with the IEP team an IEP for each child who meets the eligibility criteria as established by Missouri State Regulations for Part B of IDEA. For children enrolled in Grace Hill Head Start, information received from Grace Hill Head Start shall be reviewed by the IEP team for possible inclusion in the child's IEP, and for all subsequent reviews.

To provide a copy of the IEP to the parent.

With parental consent, to share with Grace Hill Head Start a copy of the IEP developed by the St. Louis Public Schools.

To document and share progress on goals and objectives/benchmarks with GHHS for children dually enrolled.

PLACEMENT

Grace Hill Head Start

The Head Start Performance Standards [1308.5 (c)] state that: "A grantee must not deny placement on the basis of a disability or its severity to any child when:

- 1) The family wishes to enroll the child,
- 2) The child meets the Head Start age and income eligibility criteria,
- 3) Head Start is an appropriate placement according to the child's IEP, and
- 4) The program has space to enroll more children, even though the program has made ten percent of its enrollment opportunities available to children with disabilities. In that case, children who have a disability and non-disabled children would compete

St. Louis Public Schools

To provide special education and related services based on the IEP goals and objectives/benchmarks in the least restrictive environment (LRE) to children who meet the ECSE eligibility criteria for special education services. As part of the IEP team, parents participate in placement decisions.

To consider delivering services in an early childhood setting, designed primarily for children without disabilities. e.g. Grace Hill Head Start.

To obtain written consent of the parent prior to initial placement and provision of services.

Areas of Collaboration

When enrollment in a Grace Hill Head Start program is being considered for a child with disabilities, consultation between the St. Louis Public Schools representative and the Grace Hill Head Start representative will take place to discuss if the Grace Hill Head Start program is appropriate and that a funded slot is available. Special education and related services provided by the St. Louis Public Schools should be delivered at the Grace Hill Head Start site whenever appropriate.

FAMILY INVOLVEMENT

Grace Hill Head Start

To provide families with information, training and skills to advocate successfully for their child with disabilities.

Grace Hill Head Start will share with parents, information about parent educational opportunities in the community.

Area of Collaboration

Grace Hill Head Start and the St. Louis Public Schools should collaborate to make certain that the family is present at the IEP meetings and is given an opportunity to participate. St. Louis Public Schools should share information with GHHS regarding parent education opportunities their families could participate in.

St. Louis Public Schools

To report to parents on the child's progress toward achieving annual goals at least as frequently as for children without disabilities in the school.

STAFF DEVELOPMENT

Grace Hill Head Start

To schedule ongoing in-service training and technical support for staff, in order to increase their knowledge and skills in identifying and successfully integrating children with disabilities.

Area of Collaboration

Grace Hill Head Start and the St. Louis Public Schools will continue to work together to implement a plan for training opportunities to meet their mutual needs. They will share information including: Center for Innovations in Special Education (CISE) Newsletter and statewide training opportunities.

Grace Hill Head Start and the St. Louis Public Schools will reciprocally invite the other to provide training in areas of expertise, to participate in training events and program visits and share training plans and resources.

St. Louis Public Schools

To assess the needs of St. Louis Public Schools staff in the planning and implementation of staff development activities for personnel working with children with disabilities.

TRANSITION

Grace Hill Head Start

To meet with the St. Louis Public Schools staff for the purpose of transition planning for children with disabilities.

To develop and implement a system to ensure smooth transitions from Grace Hill Head Start to St. Louis Public Schools

Area of Collaboration

Grace Hill Head Start and the St. Louis Public Schools will continue to implement a system to ensure transfer of information between agencies about children , with parental permission, who will be leaving Grace Hill Head Start. This information should include, but is not limited to, health records, data on diagnosed disabilities, developmental status, and social services received. Grace Hill Head Start and St. Louis Public Schools will also work together to implement a plan for ensuring uninterrupted services and access to needed services.

St. Louis Public Schools

To meet with the Grace Hill Head Start staff for the purpose of transition planning for children with disabilities.

To develop and implement a system to ensure smooth and effective transitions from Grace Hill Head Start to St. Louis Public Schools services.

DATA

Grace Hill Head Start

To report to the Administration for Children, Youth and Families (ACYF) the Number of children with disabilities served on the annual Program Information Report (PIR). By December 1 of each year, Grace Hill Head Start will report to the St. Louis Public Schools the number of children under St. Louis Public Schools IEP, not a Grace Hill Head Start only IEP.

Grace Hill Head Start will provide additional information when requested to assist the St. Louis Public Schools in their planning.

St. Louis Public Schools

To complete required state and federal reports
To provide Grace Hill Head Start with the necessary documentation for SLPS Head Start children to complete the PIR accurately.

FISCAL

Grace Hill Head Start

Grace Hill Head Start is committed to fiscal support to ensure that services needed by children with disabilities will be provided in full, either directly or by a combination of Grace Hill Head Start funds and other resources.

St. Louis Public Schools

Under IDEA, the St. Louis Public Schools is responsible for ensuring the identification, evaluation and provision of a free appropriate public education for all children ages 3-21 found to be in need of special education and related services.

The St. Louis Public Schools is responsible for ensuring that these services are provided, in accordance with the provisions of the IEP but may not be required to pay for these services in every situation.

The St. Louis Public Schools will complete all required paperwork related to the St. Louis Public Schools ECSE budget and other data reports to obtain funding for appropriate special education and related services for children eligible for ECSE.

Area of Collaboration

St. Louis Public Schools and Grace Hill Head Start are encouraged to share resources to ensure that eligible children receive appropriate services. In some cases Grace Hill Head Start is able to assist with related services, such as transportation, paraprofessional support, etc. Specific fiscal responsibilities between the St. Louis Public Schools and Grace Hill Head Start should be discussed as part of the process of developing local agreements.

Review of Agreement

"Unless representatives of Department of Early Special Education and Head Start notify the other party that there is a need for revisions, or of the desire to end the agreement, this agreement will be automatically renewed, as written, on an annual basis. Notification shall be provided at least 30 days prior to the annual renewal date, in the event of a proposed revision or cancellation."

Name	Date
President/CEO	
Grace Hill Settlement House	

Name	Date
Superintendent	
St. Louis Public Schools	

Name	Date
Director	
Grace Hill Head Start	

Name	Date
Executive Director Early Childhood/ Early Childhood Special Education	
St. Louis Public Schools	

Name	Date
Chief Academic Office	
St. Louis Public Schools	

Name	Date
Associate Superintendent for Student Support Services	
St. Louis Public Schools	



Board Resolution

Date: November 4, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 11-30-10-05

Information: _____

Action: X

Action to be Approved:

X

Agency Partnership Agreement

Other Transaction Descriptors: _____

SUBJECT:

To ratify the Agency Agreement with the YWCA Head Start Program to provide the framework for the cooperative efforts between the YWCA Head Start Program and SLPS. The agreement will be for the period October 28, 2010 to June 30, 2011 and there will be no cost to the District.

BACKGROUND:

The Head Start Program will help maximize the use of available local resources in providing special education programs and related services to identified young children with disabilities and their families.

Accountability Plan Goal: Goal I: Student Performance

Objective/Strategy:

I.D.

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

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

Department: Assoc. Sup. For Elementary Schools

Requestor: Paula Knight

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Cm

Memorandum of Understanding (MOU) Between YWCA Metro St. Louis Head Start and School District PreK

I. PARTIES

The Parties in this MOU are the YWCA Metro St. Louis Head Start and the **St Louis Public School District**.

II. PURPOSES

The purposes of the Head Start – **St Louis Public School District** MOU are:

- ☐ To define the coordination and collaboration roles and responsibilities of the Parties and enhance linkages and relationships to achieve a coordinated service system
- ☐ To improve availability and quality of services for children ages three through five and their families by ensuring that all children in the service area have access to quality care and education **and** that the Parties are planning and coordinating this access
- ☐ To support children's optimal development and school readiness and success
- ☐ To address the unique strengths and needs of the local population
- ☐ To reduce duplication and enhance efficiency of services
- ☐ To coordinate information exchange regarding educational and non-educational services

III. AUTHORITY

- A. Head Start's responsibility for coordination and collaboration with the appropriate local entity responsible for managing publicly funded preschool programs in the service area of the YWCA Metro St. Louis Head Start is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007."
- B. The Missouri Department of Elementary and Secondary Education (DESE) Early Childhood Development Act (ECDA) authorizes state funding to school districts that provide education programs and services to families expecting a child or have a child birth to kindergarten entry. Section 5 CSR 50-270.010 of the Missouri School Code.

IV. PROGRAM DESCRIPTIONS AND SERVICE AREA

- A. **Head Start.** Head Start is a comprehensive child development program, funded by the U.S. Department of Health & Human Services and serves families with young children. Services include the areas of education, social service, health and family involvement. The YWCA Metro St. Louis Head Start serves approximately 285 children within the geographic boundaries of St Louis Public Schools.
- B. **PreK.** State PreK is a preschool education program funded by the Missouri Department of Elementary and Secondary Education to serve children ages three and four and is designed to improve school readiness through education and parent education services. **St Louis Public Schools** serves approximately **1085** children in the service area.
- C. The service area defined by this MOU is the YWCA Metro St. Louis Head Start's service area delineated in IV.A. of this MOU.

V. JOINT ROLES IN SYSTEM COLLABORATION, ALIGNMENT, AND IMPLEMENTATION

The Parties agree to review and develop a plan of activities for the coordination, collaboration, alignment, and implementation of each of the following ten areas mandated by the Head Start Act of 2007.

- A. Educational activities, curricular objectives, and instruction
 - 1. Research based curriculum coordination aligned with the Head Start Child Outcomes Framework and the Missouri Early Learning Standards.
 - 2. Ongoing communication between the Parties for continuity of curricular objectives and shared expectations for children's learning and development as the children transition to school.
- B. Public information dissemination and access to programs for families contacting the Head Start program or any of the preschool programs
 - 1. Community/public information dissemination and resource development to support and improve school readiness.
 - 2. Ongoing communication channels between Head Start and their counterparts in the schools, including teachers, social workers, McKinney-Vento coordinators and health staff that facilitate program coordination.
- C. Selection priorities for eligible children to be served by programs
 - 1. Child selection, enrollment, and notification practices that ensure all eligible children will be served by the appropriate program.
 - 2. Program participation of underserved populations of eligible children.
 - 3. Identifying limited English proficient children and informing their parents of instructional services to help children acquire English proficiency.
 - 4. Coordination and collaboration with other programs, as applicable, such as Early Reading First, Even Start, Title I Preschool, Early Intervention, Early Childhood Special Education, libraries, etc.
- D. Definition of service area
 - 1. Child recruitment and referral practices that ensure all children will be served by the appropriate program in the service area.
 - 2. Collaboration to reduce duplication and enhance service efficiency in the service area.
 - 3. Coordinated service delivery and strategies to overcome collaboration barriers.
- E. Staff training, including opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, transition, and social and emotional development.
- F. Joint program technical assistance and/or shared technical assistance resources, where feasible.
- G. Provision of services to meet the needs of working parents, as applicable: coordinating activities to make full day and year resources available to children who need it and collaborating with child care entities in the service area.
- H. Communication and parent outreach for smooth transitions to kindergarten
 - 1. Joint support of children's transition to elementary school, including appropriate records transfers, outreach to parents, and specific activities to address limited English proficient children and their families.
 - 2. Joint parent education about their roles in the public schools related to their children's learning and development.
- I. Provision and use of facilities, transportation, and other program elements
 - 1. Sharing facilities, as feasible and appropriate.
 - 2. Sharing transportation, as feasible and appropriate.

3. Joint parent activities, education and involvement, as feasible and appropriate.
4. Exchange of information on children's service provision, as feasible and appropriate.

J. Other elements mutually agreed to by the Parties.

VI. CONFIDENTIALITY

All Parties acknowledge confidentiality requirements that each must follow regarding informed parental consent and the sharing and release of personally identifiable information regarding children and families. Each Party to this MOU will protect the rights of young children with respect to records and reports created, maintained, and used by the public agencies. It is the intent of this agreement to ensure that parents have rights of access and rights of privacy with respect to such reports and records and that applicable State and Federal laws for exercise of these rights be strictly followed. The Family Educational Rights and Privacy Act (FERPA) will be followed. (*See 34CFR 303.460.*)

VII. RESOLUTION OF DIFFERENCES

The Parties will create a process to resolve disputes or differences and to solve problems, working first to resolve disputes between them. The process will include timelines for regular meetings to review the MOU, plan collaborative activities, update each other on the plan achievement, and resolve issues. Each Party will identify a liaison to be responsible for MOU communication and plan implementation.

VIII. REVIEW AND AMENDMENTS

The Parties will jointly review the MOU annually and more frequently when: laws or regulations are amended that significantly impact the MOU or when a Party requests a formal change. Any proposed amendment or modification to the MOU shall be submitted to the other Party at least thirty days prior to formal discussion or negotiation. All Parties must concur on any amendments.

IX. EFFECTIVE DATE

The MOU will become effective immediately after being signed and dated by all Parties. By signing the MOU, the Parties agree to the terms. The signed MOU will be binding on all successors of the Parties to the MOU.

X. SIGNATURES

The Parties believe that Head Start and PreK-Preschool for All can create and maintain a meaningful partnership to promote school readiness so that low income children are served in a coordinated, high quality system. The Parties agree to plan and implement strategies based on practice and research that have proven to support children's school success. The Parties agree to coordinate recruitment and enrollment so that each child and family is served in the best setting and programs cooperate to maximize community resources.

The YWCA Metro St. Louis Head Start

Chief Program Officer/ Head Start Director

Date

CEO, Metro St. Louis YWCA

Date

St Louis Public School District

Authorized ~~Agency~~ Representative

Date

Superintendent of Schools

Date



Board Resolution

Date: October 29, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Althea Albert-Santiago, Director - Food Service

Agenda Item: 11-30-10-06

Information: _____

Action: X

Action to be Approved:

X Contract Renewal

Other Transaction Descriptors:

Ratification

SUBJECT:

To ratify the contract renewal with Preferred Meal Systems, Inc. for the lease of the warehouse located at 5020 Lexington Avenue. The period of the lease will be July 1, 2010 through June 30, 2011. Preferred Meal Systems will pay a monthly lease rate of \$6,588.91. The total lease payments will be \$79,066.92.

BACKGROUND:

Preferred Meal Systems, Inc. is the elementary school meal provider for the District and uses the warehouse to stage the food to be delivered to the schools. They are a subcontractor for Chartwells.

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy:

III.G.

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

Fund Source: - - - -

Amount:

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Cost not to Exceed: ☐

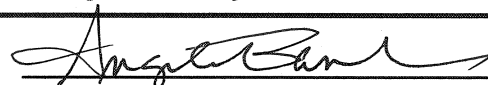
Pending Funding Availability

Vendor #:

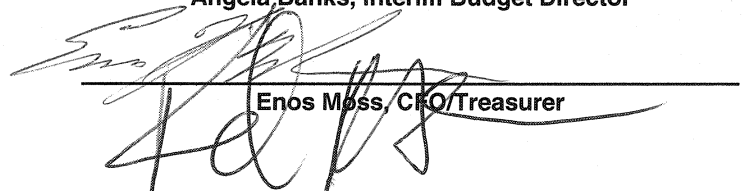
Department:

Food Services


Requestor:



Angela Banks, Interim Budget Director



Enos Moss, CFO/Treasurer


Althea Albert-Santiago, Director - Food Service

Dr. Kelvin R. Adams, Superintendent

CONTRACT RENEWAL FOR (Lease of Building)

THIS CONTRACT RENEWAL AGREEMENT FOR (Lease of Building, 5020 Lexington Avenue, St. Louis, Missouri) ("Agreement") made as of the 1st day of July, 2010, by and between The Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a corporate and metropolitan school district, with its principal office at 801 North 11th Street, Saint Louis, Missouri, and "Preferred Meal Systems, Inc.", with its principal office at 5240 St. Charles Road, Berkeley, IL 60163 (hereinafter referred to as "Tenant").

Whereas, SLPS and Tenant entered into a contractual agreement dated "August 8, 2008", a true and correct Copy of which is attached hereto as ATTACHMENT 1 and hereby incorporated by this reference (hereinafter referred to as "The Lease"),

Whereas, The Lease 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 Tenant agree as follows:

1. **LEASE RENEWAL:** SLPS and Tenant agree to renew The Lease under the same terms and conditions with the exception of the dates of service and the legal name of the Landlord which shall be changed to "The Special Administrative Board of the Transitional School District of the City of St. Louis,
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, 2011.
3. **CONTRACT AMOUNT:** The agreed upon lease rate is unchanged from the original lease.
4. **ALL OTHER TERMS AND CONDITIONS:** All other terms and conditions shall be substantially the same as those set out in The Lease.
5. **AUTHORIZATION:** this Agreement is authorized by:
 - X Board Resolution # _____, attached hereto.
 - Or
 - _____ Other:
 - Or
 - _____ Emergency Purchase Request

IN WITNESS WHEREOF, SLPS and Tenant 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**

**Tenant
Preferred Meal Systems, Inc.
5240 St. Charles Road
Berkeley, IL 60163**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

WAREHOUSE LEASE

WHEREAS, Landlord is the owner of a parcel of real property in which a building is situated ("Building") located at 5020 Lexington Avenue, St. Louis, Missouri (the "Property"); and

WHEREAS, Tenant desires to lease a portion of the Building consisting of approximately 12,794 square feet and a portion of the Property; and

WHEREAS, Landlord is agreeable to lease the Premises to Tenant on the terms and conditions hereinafter set forth.

1. BASIC TERMS. This **Section 1** contains the Basic Terms of this Lease between Landlord and Tenant, named below. Other Sections of the Lease referred to in this **Section 1** explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

- 1.1. Effective Date of Lease: August 8, 2008
- 1.2. Landlord: The Board of Education of the City of St. Louis
- 1.3. Tenant: Preferred Meal Systems, Inc., a Delaware corporation
- 1.4. Premises: Approximately 12,794 square feet in the Building, as shown on the floor plan attached hereto as **Exhibit B**.
- 1.5. Property: See legal description of the Property attached hereto as **Exhibit A**.
- 1.6. Lease Term: The initial term of this Lease commenced on August 8, 2008 ("**Commencement Date**") and ends on June 30, 2010 ("**Expiration Date**"). The "Term" shall be the initial term together with any exercised Renewal Terms (as that term is defined below).
- 1.7. Permitted Uses: (See **Section 3.1**) Food storage, food preparation, food assembly and delivery facility and all uses incidental thereto.
- 1.8. Tenant's Guarantor: (if none, so state) None
- 1.9. Brokers: (See **Section 21**)
(A) Tenant's Broker: None
(B) Landlord's Broker: None
- 1.10. Security/Damage Deposit: \$6,397.00, payable upon Tenant's execution hereof.

2. LEASE OF PREMISES; RENT; RENEWAL OPTIONS, TERMINATION RIGHT.

2.1. Lease of Premises for Lease Term. Landlord hereby leases the Premises to Tenant, and Tenant hereby rents the Premises from Landlord, for the Term and subject to the conditions of this Lease.

2.2. Types of Rental Payments. Tenant shall pay base rent to Landlord in monthly installments, in advance, on the first day of each and every calendar month through June 30, 2009 in the

* amount of \$6,397.00 per month (the "**Base Rent**") (\$76,764.00 per annum). Base Rent commencing on July 1, 2009 through June 30, 2010 shall be in the amount of \$6,588.91 per month (\$79,066.92 per annum). Tenant shall also pay any other amounts owed by Tenant hereunder, which together with Base Rent and Additional Rent (as defined below) shall be referred to herein collectively as "**Rent**." The Base Rent installment for any partial month during the Term (including the months of the Commencement Date and Expiration Date as applicable) shall be prorated and paid on the basis of the number of days in the partial month during which this Lease is in full force and effect. In the event any payment of Rent is not made within 10 days of the date when due, a late charge in an amount equal to 5% of the then delinquent payment of Rent shall be paid by Tenant to Landlord. All payments of Rent by Tenant to Landlord shall be made to: Landlord's address as set forth in **Section 22.2** below, unless otherwise directed in writing by Landlord. Upon Tenant's execution hereof, Tenant shall deliver to Landlord the amount of **\$40,764.00** constituting the amount of Base Rent due Landlord through June 30, 2009, and this Lease shall not be effective until such amount is delivered to Landlord.

2.3. In addition to the Base Rent, Tenant shall pay Landlord additional rent equal to \$.01 for each breakfast, lunch and snack delivered from the Premises other than those items delivered pursuant to that certain contract by and between Landlord and Chartwell/Thompson Hospitality (the "Contract") ("Additional Rent"). For example, if Tenant delivers from the Premises a total of 2,683 non-Contract breakfasts, lunches and/or snacks per day for each of 180 days during the lease term ended June 30, 2010, Tenant will remit to Landlord Four Thousand Eight Hundred Twenty-Nine and 00/100 (\$4,829.00) Dollars. Tenant shall keep good and accurate record of the breakfasts, lunches and snacks it provides. Within sixty (60) days after the 30th day of June during each year or partial year of the Term (including any extensions or renewals hereof), Tenant shall provide to Landlord a statement setting forth the number of breakfasts, lunches and snacks it so provided during the preceding twelve (12) months (or less if the Term commenced after July 1st of the prior calendar year or ends prior to June 30 of any year), the amount of Additional Rent due Landlord accompanied by a check payable to the Landlord in the amount of the Additional Rent. Landlord shall have the right, upon reasonable prior notice to Tenant, to audit Tenant's books and records related to the calculation of the Additional Rent.

2.4. **Covenants Concerning Rental Payments.** Tenant shall pay the Rent promptly when due, without notice or demand, and without any abatement, deduction or setoff. No payment by Tenant, or receipt or acceptance by Landlord, of a lesser amount than the Rent due shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or letter accompanying any payment be deemed an accord or satisfaction, and Landlord may accept such payment without prejudice to its right to recover the balance due or to pursue any other remedy available to Landlord.

2.5. **Option to Renew.** Provided there is no continuing Event of Default at the time of such election, Tenant may renew this Lease for three (3) additional consecutive periods of one (1) year each (each a "Renewal Term") on the same terms provided in this Lease (except as set forth below), by delivering written notice of the exercise thereof to Landlord ("**Tenant's Notice**") not later than thirty (30) days prior to the end of the applicable Term. Monthly Base Rent payable during a Renewal Term shall be equal to the monthly Base Rent for the immediately preceding lease year multiplied by 103%. Tenant's rights to renew this Lease shall terminate if (i) this Lease or Tenant's right to possession of the Premises is terminated; or (ii) Tenant fails to timely exercise its option under this paragraph, time being of the essence with respect to Tenant's exercise thereof.

2.6. **Option to Terminate.** Tenant shall have the option to terminate this Lease at any time for any reason (including after an Event of Default by Tenant) provided Tenant gives Landlord not less than seventy-five (75) days prior written notice of the date of termination which date shall be specified in the written notice (the "Early Termination Date"). If Tenant exercises this option to

terminate, Tenant shall pay Rent through and apportioned as of the Early Termination Date, and neither party will have any further rights, liabilities or obligations accruing under this Lease thereafter, except such rights and liabilities which arise or accrue prior to or expressly survive the expiration or termination of this Lease. If Tenant exercises this termination option, then upon a party's request, Landlord and Tenant will execute and deliver a mutually agreeable instrument acknowledging the termination of this Lease on the terms provided above

3. USE OF PREMISES AND COMMON AREAS; SECURITY DEPOSIT.

3.1. Use of Premises and Property. The Premises shall be used by the Tenant for the purpose(s) set forth in **Section 1.7** above and for no other purpose whatsoever. Tenant shall not, at any time, use or permit anyone to use the Premises, or do or permit anything to be done in the Premises or the Property, in any manner that may (a) violate any Certificate of Occupancy for the Premises or the Property; (b) cause, or be liable to cause, injury to, or in any way impair the value or proper utilization of, all or any portion of the Property (including, but not limited to, the structural elements of the Property) or any equipment, facilities or systems therein; or (c) constitute a violation of the laws and requirements of any public authority or the requirements of insurance bodies or the rules and regulations of the Property, including any covenant, condition or restriction affecting the Property.

3.2. Use of Common Areas. Attached hereto as Exhibit A is a site plan showing the Property including parking areas and the nearest public street. During the Term, Tenant shall have the exclusive right to utilize the parking spaces located at the south-side of the Property for parking of automobiles, and/or its trucks, and a non-exclusive right, together with Landlord and Landlord's permittees, to use the balance of the parking area at the Property, loading docks at the Property and the right of ingress and egress across the parking area from the nearest public street to the Building; provided, however, prior to using the loading docks, Landlord shall give Tenant reasonable prior notice of such use and shall coordinate such use with Tenant such that Landlord shall not interfere with Tenant's operations at the Premises. As used herein, "**Common Areas**" shall mean all areas within the Property that are available for the common use of tenants of the Property and that are not leased or held for the exclusive use of Tenant or other tenants or licensees, including, but not limited to, parking areas, driveways, sidewalks, and loading areas. Except as provided above, Tenant shall have the nonexclusive right to use the Common Areas for the purposes intended, subject to such reasonable rules and regulations as Landlord may establish from time to time. Tenant shall not interfere with the rights of any or all of Landlord, other tenants or licensees, or any other person entitled to use the Common Areas. Landlord, from time to time, may change any or all of the size, location, nature and use of any of the Common Areas although such changes may result in inconvenience to Tenant, so long as such changes do not materially and adversely affect Tenant's use of the Premises or Tenant's parking or access rights as set forth herein. In addition to the foregoing, Landlord may, at any time, temporarily close or suspend access to any Common Areas to perform any acts in the Common Areas as, in Landlord's reasonable judgment, are desirable to improve or maintain either or both of the Premises and the Property, or are required in order to satisfy Landlord's obligations hereunder; provided, however, that Landlord shall use reasonable efforts to limit any disruption of Tenant's use and operation of the Premises in connection therewith.

3.3. Signage. Tenant shall not affix any sign of any size or character to any portion of the Property, without prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed. Tenant shall remove all signs of Tenant upon the expiration or earlier termination of this Lease and immediately repair any damage to either or both of the Property and the Premises caused by, or resulting from, such removal.

3.4. Security/Damage Deposit. Simultaneously with the execution and delivery of this Lease, Tenant shall deposit with Landlord the sum set forth in **Section 1.10** above, in cash (the

"Security"), representing security for the performance by Tenant of the covenants and obligations hereunder. The Security shall be held by Landlord, without interest, in favor of Tenant; provided, however, that no trust relationship shall be deemed created thereby and the Security may be commingled with other assets of Landlord. If Tenant defaults in the performance of any of its covenants hereunder and fails to cure the default within the applicable grace period, Landlord may, without notice to Tenant, apply all or any part of the Security, to the extent required for the payment of any Rent or other sums due from Tenant hereunder, in addition to any other remedies available to Landlord. In the event the Security is so applied, Tenant shall, upon demand, immediately deposit with Landlord a sum equal to the amount so used. If Tenant fully and faithfully complies with all the covenants and obligations hereunder, the Security (or any balance thereof) shall be returned to Tenant no later than 30 days after the last to occur of (i) the date the Term (or any extension thereof) expires or terminates or (ii) Tenant delivers to Landlord possession of the Premises in the condition required hereby. Landlord shall deliver the Security to any purchaser of Landlord's interest in the Premises [or any Successor Landlord (as defined below), if applicable], and thereupon Landlord shall be discharged from any further liability with respect to the Security.

4. CONDITION AND DELIVERY OF PREMISES.

4.1. Condition of Premises. Tenant agrees that Tenant is familiar with the condition of both the Premises and the Property, and Tenant hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis. Tenant acknowledges that neither Landlord, nor any representative of Landlord, has made any representation as to the condition of the foregoing or the suitability of the foregoing for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of the foregoing. Except as expressly provided herein, Landlord shall not be obligated to make any repairs, replacements or improvements (whether structural or otherwise) of any kind or nature to the foregoing in connection with, or in consideration of, this Lease.

5. SUBORDINATION; ESTOPPEL CERTIFICATES; ATTORNMENT.

5.1. Subordination. This Lease shall be subject and subordinate at all times to (a) all ground leases or underlying leases that may now exist or hereafter be executed affecting either or both of the Premises and the Property and (b) any mortgage or deed of trust that may now exist or hereafter be placed upon, and encumber, any or all of (x) the Property; (y) any ground leases or underlying leases for the benefit of the Property; and (z) all or any portion of Landlord's interest or estate in any of said items; provided in the event of such subordination, Landlord shall obtain for the benefit of Tenant a non-disturbance agreement on Landlord's lender's customary form. Notwithstanding the foregoing, Landlord shall have the right to subordinate or cause to be subordinated any such ground leases or underlying leases that benefit the Property or any such mortgage or deed of trust liens to this Lease. Tenant shall execute and deliver, upon demand by Landlord and in the form reasonably requested by Landlord, any additional documents evidencing the priority of subordination of this Lease with respect to any such ground leases or underlying leases for the benefit of the Property or any such mortgage or deed of trust.

5.2. Estoppel Certificates. Each party agrees, from time to time and within 14 days after request by the other party, to deliver to the requesting party, or the requesting party's proposed permitted assignee or lender, an estoppel certificate stating such matters pertaining to this Lease that are within its knowledge as may be reasonably requested by the requesting party. Failure by a party to timely execute and deliver such certificate shall constitute an acceptance and acknowledgment that the statements included therein are true and correct without exception. Landlord and Tenant intend that any statement delivered pursuant to this section may be relied upon by any prospective purchaser or mortgagee of the Property or of any interest therein or any other party's proposed permitted assignee or lender.

5.3. **Landlord Transfer.** In the event of a sale or conveyance by Landlord of the Property, the same shall operate to release Landlord from any future liability for any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to Landlord's successor in interest with respect thereto and agrees to attorn to such successor.

6. **QUIET ENJOYMENT.** Subject to the provisions of this Lease, so long as Tenant pays all of the Rent and performs all of its other obligations hereunder, Tenant shall not be disturbed in its possession of the Premises by Landlord. Notwithstanding the foregoing, Tenant acknowledges and agrees that Landlord shall have the unfettered and unilateral right to use portions of the Common Areas (inclusive of the roof of the Building) for such purposes and uses as Landlord may desire; provided, however, that in all events and under all circumstances, Landlord's use of any portion of the Common Areas shall not interfere, in any material respect, with any or all of (a) Tenant's rights to occupy and use the Common Areas (in the manner and for the purposes contemplated hereunder); or (b) Tenant's right of access, ingress and egress to and from the Common Areas.

7. **ASSIGNMENT, SUBLETTING AND MORTGAGING.**

7.1. **Prohibition.** Tenant shall not, whether voluntarily, or by operation of law, or otherwise: (a) assign or otherwise transfer this Lease; (b) sublet the Premises or any part thereof, or allow the same to be used or occupied by anyone other than Tenant; or (c) mortgage, pledge, encumber, or otherwise hypothecate this Lease or the Premises, or any part thereof, in any manner whatsoever, without in each instance obtaining the prior written consent of Landlord, which consent may be given or withheld in Landlord's sole, but reasonable, discretion. Any purported assignment, mortgage, transfer, pledge or sublease made without the prior written consent of Landlord shall be absolutely null and void. No assignment of this Lease shall be effective and valid unless and until the assignee executes and delivers to Landlord any and all documentation reasonably required by Landlord in order to evidence assignee's assumption of all obligations of Tenant hereunder. Any consent by Landlord to a particular assignment, sublease or mortgage shall not constitute consent or approval of any subsequent assignment, sublease or mortgage, and Landlord's written approval shall be required in all such instances. No consent by Landlord to any assignment or sublease shall be deemed to release Tenant from its obligations hereunder and Tenant shall remain fully liable for performance of all obligations under this Lease.

7.2. **Rights of Landlord.** If this Lease is assigned, or if the Premises (or any part thereof) are sublet or used or occupied by anyone other than Tenant, whether or not in violation of this Lease, Landlord may (without prejudice to, or waiver of its rights), collect rent from the assignee, subtenant or occupant. Landlord may apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any of the provisions of this Section 7. With respect to the allocable portion of the Premises sublet, in the event that the total rent and any other considerations received under any sublease by Tenant is greater than the total Rent required to be paid, from time to time, under this Lease, Tenant shall pay to Landlord one hundred percent (100%) of such excess as received from any subtenant and such amount shall be deemed to be a component of the Rent hereunder.

8. **COMPLIANCE WITH LAWS.**

8.1. **Compliance with Laws.** Tenant shall, at its sole expense (regardless of the cost thereof), comply with all local, state and federal laws, rules, regulations and requirements now or hereafter in force and all judicial and administrative decisions in connection with the enforcement thereof (collectively, "Laws"), pertaining to the use and occupancy of the Premises; provided, however, if any such compliance shall require Tenant to incur more than \$5,000 per annum, Tenant shall have the option to terminate this Lease on 30 days prior written notice to Landlord. If any license or permit is required

for the conduct of Tenant's business in the Premises, including any certificate of occupancy, Tenant, at its expense, shall procure such license or permit prior to the Commencement Date, and shall maintain such license or permit in good standing throughout the Term (including any extension thereof). Tenant shall give prompt notice to Landlord of any written notice it receives of any alleged violation of any Law or requirement of any governmental or administrative authority with respect to the use or occupation of the Premises.

8.2. Hazardous Materials. If, at any time or from time to time during the Term (or any extension thereof), any Hazardous Material (as defined below) is generated, transported, stored, used, treated or disposed of at, to, from, on or in either or both of the Premises and the Property by, or as a result of any act or omission of, any or all of Tenant and any or all of Tenant's Parties (as defined below): (i) Tenant shall, at its own cost, at all times comply (and cause all others to comply) with all Laws relating to Hazardous Materials, including, but not limited to, all Environmental Laws (as defined below), and Tenant shall further, at its own cost, obtain and maintain in full force and effect at all times all permits and other approvals required in connection therewith; (ii) Tenant shall promptly provide Landlord with complete copies of all communications, permits or agreements with, from or issued by any governmental authority or agency (federal, state or local) or any private entity relating in any way to the presence, release, threat of release, or placement of Hazardous Materials on or in the Premises or any portion of the Property, or the generation, transportation, storage, use, treatment, or disposal at, on, in or from the Premises, of any Hazardous Materials; (iii) Landlord and its agents and employees shall have the right after reasonable prior notice to Tenant to either or both (x) enter the Premises and (y) conduct appropriate tests for the purposes of ascertaining Tenant's compliance with all applicable laws (including Environmental Laws), rules or permits relating in any way to the generation, transport, storage, use, treatment, disposal or presence of Hazardous Materials on, at, in or from all or any portion of either or both of the Premises and the Property; and (iv) upon written request by Landlord, Tenant shall provide Landlord with the results of reasonably appropriate tests of air, water or soil to demonstrate that Tenant complies with all applicable Laws relating in any way to the generation, transport, storage, use, treatment, disposal or presence of Hazardous Materials on, at, in or from all or any portion of either or both of the Premises and the Property. This **Section 8.2** does not authorize the generation, transportation, storage, use, treatment or disposal of any Hazardous Materials at, to, from, on or in the Premises in contravention of this **Section 8**. Tenant covenants to investigate, clean up and otherwise remediate, at Tenant's sole expense, any release of Hazardous Materials caused, contributed to, or created by any or all of (A) Tenant and (B) any or all of Tenant's officers, directors, members, managers, partners, invitees, agents, employees, contractors, representatives, subtenants or licensees (collectively, the "**Tenant's Parties**") during Tenant's possession of the Property, including during the Term. Such investigation and remediation shall be performed only after Tenant has obtained Landlord's prior written consent; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining such consent. All remediation shall be performed in strict compliance with Environmental Laws and to the reasonable satisfaction of Landlord. Tenant shall be liable for any and all conditions covered hereby, and for all costs relating thereto, that are caused or created by any or all of Tenant and any or all of Tenant's Parties. Tenant shall not enter into any settlement agreement, consent decree or other compromise with respect to any claims relating to any Hazardous Materials in any way connected to the Premises without first obtaining Landlord's written consent (which consent may be given or withheld in Landlord's sole, but reasonable, discretion) and affording Landlord the reasonable opportunity to participate in any such proceedings. As used herein, the term (x) "**Environmental Laws**" shall mean any and all laws pertaining to Hazardous Materials or that otherwise deal with, or relate to, air or water quality, air emissions, soil or ground conditions or other environmental matters of any kind; and (y) "**Hazardous Materials**" shall mean any waste, material or substance (whether in the form of liquids, solids or gases, and whether or not airborne) that is or may be deemed to be or include a pesticide, petroleum, asbestos, polychlorinated biphenyl, radioactive material, urea formaldehyde or any other pollutant or contaminant that is or may be deemed to be hazardous, toxic, ignitable, reactive, corrosive,

dangerous, harmful or injurious, or that presents a risk to public health or to the environment, and that is or becomes regulated by any Environmental Law. The undertakings, covenants and obligations imposed on Tenant under this **Section 8.2** shall survive the termination or expiration of this Lease.

8.3. If any cleanup, repair or similar action is required by any governmental or quasi-governmental agency as a result of the storage, release or disposal of Hazardous Substances materials by Landlord, its tenants, agents or contractors at any time, or by any prior owner or tenant, same shall be at Landlord's sole cost and expense and if such action requires that the Tenant be closed for business or that access be denied for greater than a 24-hour period, then the rent and additional rent will be abated entirely during the period beyond 24 hours. If the closure or denial of access persists in excess of 15 days, then, at Tenant's election by written notice to Landlord given within 10 days after the end of the 15 day period, this Lease will end within one month of Landlord's receipt of said notice. Landlord will defend, indemnify and hold harmless Tenant, its directors, officers, employees and agents, and any assignees, subtenants or successors to Tenant's interest in the Premises from and against any and all actual losses, claims, actual damages, penalties and liability (excluding consequential, special and indirect damages in all instances), including out-of-pocket litigation costs and reasonable attorney fees which arise out of the storage, release or disposal of Hazardous Substances by Landlord, its tenants, agents or contractors. The foregoing provisions will survive the expiration or termination of this Lease.

9. INSURANCE.

9.1. Insurance to be Maintained by Tenant. Tenant shall purchase, at its own expense, and keep in force at all times during the Term (and any extension thereof) the policies of insurance set forth below in **Sections 9.1.1** and **9.1.2** (collectively, the "**Tenant's Policies**"). All Tenant's Policies shall (a) be issued by an insurance company licensed to do business in the state in which the Property is located; (b) provide that said insurance shall not be canceled or materially modified unless 30 days' prior written notice shall have been given to Landlord; and (c) otherwise be in such form, and include such coverages, as Landlord may reasonably require. All Certificates of Insurance for all Tenant's Policies shall be in a form reasonably acceptable to Landlord, and shall be delivered to Landlord by Tenant on or before the Commencement Date and renewals thereof shall be delivered at least 30 days prior to the expiration of each Tenant's Policy. Tenant shall give prompt notice to Landlord of any bodily injury, death, or property damage occurring in and about the Property. Tenant's Policies may be blanket policies covering the Premises and other properties.

9.1.1. General Liability and Auto Insurance. Tenant shall purchase and maintain, throughout the Term (and any extension thereof), a Tenant's Policy(ies) of (i) commercial general or excess liability insurance, including personal injury and property damage, in the amount of not less than **\$1,000,000.00** per occurrence, and **\$2,000,000.00** annual general aggregate, per location; (ii) comprehensive automobile liability insurance covering Tenant against any losses arising out of liability for personal injuries or deaths of persons and property damage occurring in or about the Premises in the amount of not less than **\$1,000,000.00**, combined single limit; and (iii) contractual liability insurance coverage sufficient to cover Tenant's indemnity obligations hereunder. The Tenant's Policies required by this **Section 9.1.1** shall (a) name Landlord and any party holding an interest to which this Lease may be subordinated as additional insureds; (b) provide coverage on an occurrence basis; (c) contain a severability of insured parties provision and/or a cross liability endorsement; and (d) be primary, not contributing with, and not in excess of, coverage that Landlord may carry.

9.1.2. Property and Workers' Compensation Insurance. Tenant shall also purchase and maintain, throughout the Term (and any extension thereof), a Tenant's Policy(ies) of (i) "all-risk" property insurance covering all of Tenant's Property (as defined below) and the Alterations (at their full replacement cost), and damage to other property resulting from any acts or operations of Tenant.

and (ii) workers' compensation insurance per the applicable state statutes covering all employees of Tenant.

9.2. Waiver of Subrogation. To the extent permitted by law, and without affecting the coverage provided by insurance required to be maintained hereunder, Landlord and Tenant each waive any right to recover against the other for (a) damages to personal property, (b) damages to all or any portion of either or both of the Premises and the Property, (c) claims arising by reason of the foregoing, to the extent such damages and claims are insured against, or required to be insured against, by Landlord or Tenant under this Lease, or (d) claims paid by Tenant's workers' compensation carrier. This provision is intended to waive, fully and for the benefit of each party, any rights and/or claims which might give rise to a right of subrogation by any insurance carrier. The coverage obtained by each party pursuant to this Lease shall include, without limitation, a waiver of subrogation by the carrier which conforms to the provisions of this section.

10. ALTERATIONS; LIENS.

10.1. Requirements. During the Term (and any extension thereof), Tenant shall not make any alterations, improvements, additions or physical reconfiguration (collectively "**Alterations**") of or to the Premises, without the prior written consent of Landlord, which consent shall be given or withheld at the sole discretion and judgment of Landlord. In the event Landlord approves any Alteration, Tenant shall give Landlord at least 5 days' prior written notice of the commencement of such Alterations at the Premises, and Landlord may elect to record and post notices of non-responsibility at the Premises. Tenant shall cause the Alterations, if any, to be diligently performed in a good and workmanlike manner, using new materials and equipment. In connection with the making of such Alterations, Tenant shall contract with qualified contractors, and shall provide, or require, such insurance and performance and labor and material payment bonds as Landlord may reasonably require. Tenant shall comply with all provisions of any Laws which are required and applicable to any Alterations made by Tenant or Tenant's use of the Premises, including, but not limited to the Americans with Disabilities Act and all rules promulgated thereunder. Tenant shall obtain all necessary permits and certificates for final governmental approval of the Alterations and shall provide Landlord with "as built" plans, copies of all construction contracts, governmental permits and certificates and proof of payment for all labor and materials, including, without limitation, copies of paid invoices and final lien waivers. All Alterations approved by Landlord, if any, shall become the sole property of Landlord upon termination of the Lease for any reason unless Landlord requires such removal by written notice to Tenant at the time approval is given. Tenant shall repair any damage to the Premises caused by such removal. Tenant shall have no claim for said Alterations.

10.2. Lien Prohibition. Tenant shall pay when due all claims for labor and material furnished to the Premises. Tenant, at its expense, shall either bond to Landlord's reasonable satisfaction or procure the satisfaction or discharge of record any mechanic's or materialmen's lien or other encumbrance which relates to Tenant or its work attaching to the Premises or the Property within 10 business days after the filing thereof. In the event Tenant does not procure such discharge or bond within said 10 business day period, Landlord may, at its option, pay and discharge such liens and Tenant shall be responsible to reimburse Landlord, on demand for all costs and expenses incurred in connection therewith, together with interest thereon at the rate set forth in **Section 20.3**, which expenses shall include reasonable fees of attorneys of Landlord's choosing, and any costs in posting bond to effect discharge or release of the lien as an encumbrance against the Premises or the Property, all of which costs and expenses shall be deemed "Rent" hereunder.

11. LANDLORD'S AND TENANT'S PROPERTY; TENANT'S TAXES.

11.1. Landlord's Property. Subject to Section 11.2, all fixtures, machinery, equipment, improvements and appurtenances attached to, or built into, the Premises existing at the commencement of, or during the Term (including any extension thereof), whether or not placed thereby or at the expense of Tenant, shall become and remain a part of the Premises; shall be deemed the property of Landlord (the "**Landlord's Property**"), without compensation or credit to Tenant; and shall not be removed by Tenant at the Expiration Date unless Landlord requests their removal. Further, any personal property in the Premises on the Commencement Date, movable or otherwise, unless installed and paid for by Tenant, shall be and shall remain the property of Landlord and shall not be removed by Tenant. In no event shall Tenant remove any of the following materials or equipment without Landlord's prior written consent (which consent may be given or withheld in Landlord's sole discretion): any power wiring or power panels, lighting or lighting fixtures, floor coverings, refrigeration equipment, heaters, air conditioners or any other HVAC equipment, fencing or security gates, or other similar building operating equipment and decorations.

11.2. Tenant's Property. All movable non-structural partitions, business and trade fixtures, machinery and equipment that are installed in the Premises by, or for the account of, Tenant and without expense to Landlord and that can be removed without structural damage to the Property, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively, the "**Tenant's Property**") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term, provided Tenant repairs or pays the cost of repairing any damage to the Premises or to the Property resulting from the installation and/or removal thereof. At or before the Expiration Date, or the date of any earlier termination, Tenant, at its expense, shall remove from the Premises all of Tenant's Property and any Alterations (except such items thereof as constitute Landlord's Property; or as Landlord shall have expressly permitted, in writing, to remain, which property shall become the property of Landlord), and Tenant shall repair (to Landlord's reasonable satisfaction) any damage to the Premises or the Property resulting from any installation and/or removal of Tenant's Property or Alterations. Any other items of Tenant's Property that shall remain in the Premises after the Expiration Date, or following an earlier termination date, may, at the option of Landlord, be deemed to have been abandoned, and in such case, such items may be retained by Landlord as its property or be disposed of by Landlord, in Landlord's sole and absolute discretion and without accountability, at Tenant's expense.

11.3. Tenant shall timely pay all taxes and assessments levied or assessed on or against during the Term (and any extension thereof) and during the period before the Commencement Date during which Tenant occupied the Premises on or against (a) all furniture, fixtures, equipment and any other personal property installed or located within the Premises (excluding the Landlord's Property), and (b) all Alterations of whatsoever kind or nature, made by Tenant to the Premises. If said personal property and improvements are assessed with the property of Landlord, Tenant shall pay to Landlord Tenant's share of such taxes within 30 days after receipt of Landlord's statement setting forth the amount of such taxes. The foregoing amounts payable by Tenant shall be deemed "Rent" hereunder.

12. REPAIRS AND MAINTENANCE.

12.1. Tenant Repairs and Maintenance. Throughout the Term (and any extension thereof), Tenant shall, at its sole cost and expense: (i) both (x) maintain and preserve, in at least the same condition as the same were in as of the date Tenant took possession of the Premises, (subject to normal and customary wear and tear and subject to the provisions hereof concerning casualty), and (y) perform any and all repairs and replacements required in order to so maintain and preserve in at least the same condition as the same were in as of the date Tenant took possession of the Premise, the Premises and the

fixtures and appurtenances therein (including, but not limited to, all doors, overhead or otherwise, and glass and windows located in the Premises); excluding, however, only those specific components of the Premises for which Landlord is expressly responsible under **Section 12.2** below. In addition, Tenant shall be responsible for the maintenance of all freezers, refrigeration units and/or coolers located at the Property and serving the Premises and all repairs of same except those required to be made by Landlord under **Section 12.2** below. Nothing contained herein shall be deemed to require Tenant to replace any capital asset or item of equipment belonging to Landlord, unless damaged by Tenant or Tenant's employee, invitee or contractor.

In addition to Tenant's obligations under (i) and (ii) above, Tenant shall also be responsible for all costs and expenses incurred to perform any and all repairs and replacements (whether structural or non-structural; interior or exterior; and ordinary or extraordinary), in and to the Premises and the Property and the facilities and systems thereof, if and to the extent that the need for such repairs or replacements arises directly or indirectly from any or all of: (a) the performance or existence of any Alterations, (b) the installation, use or operation of Tenant's Property in the Premises, (c) the moving of Tenant's Property in or out of the Property, and (d) any act, omission, misuse, or neglect of Tenant or any of Tenant's Parties. Any repairs or replacements required to be made by Tenant to any or all of the structural components of the Property and the mechanical, electrical, sanitary, heat, or other systems of the Property or Premises shall be performed by appropriately licensed contractors approved by Landlord, which approval shall not be unreasonably withheld. All such repairs or replacements required under this **Section 12.1** to be performed by Tenant shall be subject to the supervision and control of Landlord, and all repairs and replacements shall be made with materials of equal or better quality than the items being repaired or replaced.

12.2. Landlord Repairs and Maintenance. Landlord shall, at Landlord's cost, repair, replace and maintain in a safe and serviceable condition, and in accordance with applicable law, except to the extent arising out of Tenant's use and occupancy of the Premises which are Tenant's responsibility under **Section 8.1** above, the structural and support components of the Building, the exterior of the Building, the foundation, roof structure and roof covering of the Building, heating units, plumbing systems and related fixtures, electrical facilities and equipment serving the Property, the sanitary system serving the Property, and those repairs of the freezers, refrigeration units and/or coolers located at the Property and serving the Premises costing in excess of \$3,000.00 and replacements thereof except to the extent such repairs or replacements are required by Tenant's or Tenant's employee's, invitee's or contractor's negligence or willful misconduct, in which event such repairs and replacements shall be Tenant's responsibility. Landlord shall also be responsible at its cost for parking lot snow and ice removal and maintenance and drainage and repair and cleaning of all Common Areas. Landlord shall be under no obligation and shall not be liable for any failure to make repairs that are Landlord's responsibility herein until and unless Tenant notifies Landlord in writing of the necessity therefor, in which event Landlord shall have seven (7) days after written notice from Tenant of the need for such repairs to make such repairs, or if such repair or maintenance obligation cannot reasonably be made within such seven (7) day period, such longer period as shall reasonably be necessary to perform the same. Notwithstanding anything in this Lease to the contrary, Landlord shall have no obligation to incur or spend in excess of \$36,000 per annum on making any repairs or maintaining the Property or any portion thereof as may be within Landlord's responsibility herein. If Landlord refuses to make any repairs or perform any maintenance obligation as a result of the above limitation after written notice from Tenant of the need for such repairs, Tenant's sole right and remedy shall be to terminate this Lease on 14 days' prior written notice to Landlord.

13. SERVICES; UTILITIES; ACCESS TO PREMISES. During the Term, Landlord shall provide at its cost electricity, and water for drinking and lavatory and toilet purposes (to the extent existing as of the Effective Date) at the Premises during Tenant's normal operating hours in those

amounts that Tenant has on average been using during its occupation of the Premises between August 8, 2008 and April 1, 2009. Landlord and Tenant acknowledge that the Base Rent includes such charges. In the event Tenant's use of any of these utilities exceeds such contemplated use, Landlord shall have the right to charge Tenant for any additional or excessive use and Tenant shall reimburse Landlord for any and all such amounts within 30 days of demand therefor and such amounts shall be deemed to be "Rent" hereunder. Electric power to the Premises furnished by Landlord is intended to be consumed during Tenant's normal operating hours for lighting, ventilation, freezers, refrigeration units and/or coolers. Tenant shall not connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied, for the purpose of using excessive amounts of such services without Landlord's prior consent, in which event Tenant shall be responsible for all costs of connection and excess charges incurred thereby. Tenant's use of electrical energy in the Premises shall not, at any time, exceed the capacity of any of the electrical conductors and equipment in or otherwise servicing the Premises. Tenant shall be responsible for arranging for garbage/trash pick up and disposal from the Premises; provided, however, at Landlord's option, Landlord may upon 30 days written notice to Tenant arrange for the provision of such service and shall charge Tenant for the costs thereof, and Tenant shall reimburse Landlord for any and all such amounts within 30 days of demand therefor and such amounts shall be deemed to be "Rent" hereunder. Tenant shall have the right to access the Premises twenty-four (24) hours per day, seven (7) days per week. Tenant, at Tenant's sole cost, shall arrange for and purchase all telecommunication and cabling utility services and shall provide for all cleaning and extermination services at the Premises. Landlord shall be responsible for the costs of gas supplying the heating units serving the Premises.

Landlord reserves the right, without any liability to Tenant and without affecting Tenant's covenants and obligations hereunder, to stop service of any or all of the heat, electric, sanitary, elevator (if any), and other systems serving the Premises, or to stop any other services required by Landlord under this Lease, whenever and for so long as may be necessary by reason of (i) accidents, emergencies, strikes, or the making of repairs or changes which Landlord in good faith deems necessary or (ii) any other cause beyond Landlord's reasonable control. Further, it is also understood and agreed that Landlord shall have no liability or responsibility for a cessation of services to the Premises or to the Property that occurs as a result of causes beyond Landlord's reasonable control. No such interruption of service shall be deemed an eviction or disturbance of Tenant's use and possession of the Premises or any part thereof, or render Landlord liable to Tenant for damages, or relieve Tenant from performance of Tenant's obligations under this Lease, including, but not limited to, the obligation to pay Rent.

Notwithstanding anything in this Lease to the contrary, in the event (i) more than 35% of all of the freezers, refrigeration units, and coolers located at the Property and serving the Premises are inoperative for more than a twenty-four hour period for any reason beyond Tenant's control, including casualty or Landlord's failure to make timely repairs or (ii) Landlord's failure to make any required repairs or perform any required maintenance within the time period provided under this Lease or Landlord's exercise of any of its reserved rights at the Premises substantially interrupts Tenant's operations at the Premises such that the Premises are unusable for Tenant's permitted operations, then Tenant may remove its products to other locations and from the time of such removal or substantial interruption until the freezers and/or coolers are restored to operating condition or such interruption has ceased, Rent shall abate, provided however, in no event shall Rent abate for more than forty-five (45) days. If more than 35% of all such freezers, refrigeration units, and coolers are inoperative or Tenant's operations at the Premises are substantially interrupted as contemplated in this paragraph for more than thirty (30) days, Tenant shall have the right to terminate this Lease on 15 days' prior written notice to Landlord.

14. LANDLORD'S RIGHTS. Landlord and its agents, employees and representatives shall have the right to enter and/or pass through the Premises at any time or times upon reasonable prior notice

(except in the event of emergency in which event no notice is necessary): (a) to examine and inspect the Premises and to show them to actual and prospective lenders, prospective purchasers, lessees or mortgagees of the Property; and (b) to make such repairs, alterations, additions and improvements in or to all or any portion of either or both of the Premises and the Property, or the Property's systems, facilities and equipment as Landlord is required or desires to make. Landlord shall be allowed to take all materials into and upon the Premises that may be required in connection with any repairs, alterations, additions or improvements, without any liability to Tenant and without any reduction or modification of Tenant's covenants and obligations hereunder; provided, however, that Landlord shall use reasonable efforts to limit interference with Tenant's business operations and Tenant's occupancy and use of the Premises. Additionally, Landlord shall have the following rights with respect to the Premises, exercisable without notice to Tenant, without liability to Tenant, and without being deemed an eviction or disturbance of Tenant's use or possession of the Premises or giving rise to any claim for setoff or abatement of Rent: (i) to have pass keys, access cards, or both, to the Premises; and (ii) to decorate, remodel, repair, alter or otherwise prepare the Premises for reoccupancy at any time after Tenant vacates or abandons the Premises for more than 30 consecutive days or without notice to Landlord of Tenant's intention to reoccupy the Premises. Tenant shall not unreasonably interrupt, delay, prevent or hinder the performance of any obligations of Landlord hereunder.

15. NON-LIABILITY AND INDEMNIFICATION.

15.1. Non-Liability. Neither Landlord nor its affiliates, owners, partners, directors, officers, agents or employees shall be liable to Tenant (a) for any damage caused by other tenants or persons in, upon or about the Property, or caused by operations by other persons in construction of any public or quasi-public work; (b) with respect to matters for which Landlord is liable, for consequential or indirect damages purportedly arising out of any loss of use of the Premises or any equipment or facilities therein by Tenant or any person claiming through or under Tenant; (c) any defect in the Premises or the Property, or portion or element thereof; (d) injury or damage to person or property caused by fire, other casualty or theft, or resulting from the operation of heating or air conditioning or lighting apparatus, or from falling plaster, or from steam, gas, electricity, water, rain, snow, ice, or dampness, that may leak or flow from any part of the Property, or from the pipes, appliances or plumbing work of the same unless due to Landlord's gross negligence or willful misconduct.

15.2. Indemnification. Tenant hereby indemnifies, defends, and holds Landlord and its affiliates, owners, partners, directors, officers, agents and employees (collectively, "**Landlord Indemnified Parties**") harmless from and against any and all Losses (defined below) arising from or in connection with any or all of: (a) any work or Alterations done, or any condition created by any or all of Tenant's Parties in or about the Premises or the Property during the Term (and any extension thereof) and during the period of time prior to the Commencement Date that Tenant occupied the Premises; (b) any act, omission or negligence of any or all of Tenant and Tenant's Parties (as defined below); (c) any accident, injury or damage whatsoever (except to the extent caused by Landlord's gross negligence or willful misconduct) (1) occurring in, at or upon the Premises or (2) occurring in, at or upon any other portion of the Property and caused by any or all of Tenant or Tenant's Parties; (d) any Event of Default by Tenant hereunder (other than related to payment of Rent); (e) any actions necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding or other proceeding under the Bankruptcy Code; (f) any violation or alleged violation by any or all of Tenant and Tenant's Parties of any Law including, without limitation, any Environmental Law and any permit, application or consent required in connection with any Law; (g) claims for work or labor performed or materials supplies furnished to or at the request of any or all of Tenant and Tenant's Parties; and (h) any Hazardous Materials used, exposed, emitted, released, discharged, generated, manufactured, sold, transported, handled, stored, treated, reused, presented, disposed of or recycled in, at, near or under all or any portion of the Premises as a result of the acts or omissions of any or all of Tenant and Tenant's Parties (collectively, "**Tenant's Indemnified**

Matters"). In case any action or proceeding is brought against any or all of Landlord or the Landlord Indemnified Parties by reason of any of Tenant's Indemnified Matters, Tenant, upon notice from Landlord, shall defend such action or proceeding by counsel reasonably satisfactory to Landlord. The term "**Losses**" shall mean all claims, demands, expenses, actions, judgments, damages (actual, but not consequential), penalties, fines, liabilities, losses of every kind and nature (including, without limitation, property damage, diminution in value of Landlord's interest in the Premises or the Property, damages for the loss or restriction on use of any space or amenity within the Premises or the Property, damages arising from any adverse impact on marketing space in the Property, sums paid in settlement of claims and any costs and expenses associated with injury, illness or death to or of any person), suits, administrative proceedings, costs and fees, including, without limitation, reasonable attorneys' and consultants' reasonable fees and expenses, and the costs of cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity. The provisions of this **Section 15.2** shall survive the expiration or termination of this Lease.

16. DAMAGE OR DESTRUCTION. If all or a material portion of the Premises or the Building is damaged by fire or other casualty ("**Casualty**") such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within 90 days after the Casualty, then Landlord shall give written notice to Tenant of such determination (the "**Determination Notice**"), and thereafter, either party may terminate this Lease on written notice to the other party within 30 days' of delivery to Tenant of the Determination Notice. Unless this Lease is terminated as herein provided, Landlord shall repair the Building or the Premises, as the case may be, to substantially the same condition as they existed immediately before such Casualty, and Base Rent for the portion of the Premises rendered untenable by the damage shall be abated on a reasonable basis from the date of Casualty until the completion of the repair, unless Tenant or any Tenant's Party caused such damage, in which case, Tenant shall continue to pay Rent without abatement. Landlord shall not be required to repair or replace any part of Tenant's Property or any Alteration, and Landlord's obligation to repair or restore the Building or Premises shall be limited to the extent of the insurance proceeds actually received by Landlord for the Casualty in question, provided, however, in the event Landlord fails to restore the Building or the Premises to substantially the same condition as they existed immediately before such Casualty as a result of insufficient proceeds, Tenant shall have the right to terminate this Lease on 14 days' prior written notice to Landlord. Notwithstanding the foregoing, if a Casualty damages a portion of the Building, and Landlord makes a good faith determination that restoring the Building (whether or not the Premises was damaged) would be uneconomical, or if Landlord is required to pay any insurance proceeds arising out of the Casualty to any mortgagee of Landlord, then Landlord may terminate this Lease by giving written notice of its election to terminate to Tenant, and Base Rent hereunder shall be abated as of the date of the Casualty.

17. EMINENT DOMAIN. If the whole, or any substantial (as reasonably determined by Tenant) portion, of the Property is taken or condemned for any public use under any Law or by right of eminent domain, or by private purchase in lieu thereof, and such taking would in Tenant's reasonable judgment prevent or materially interfere with Tenant's use of the Premises as permitted herein, this Lease shall terminate effective when the physical taking of said Premises occurs, provided, however, if Tenant fails to give Landlord written notice of such termination by the date of such physical taking, Tenant shall be deemed to continue the Lease. If in Tenant's reasonable judgment the portion of the Property so taken would not prevent or interfere with Tenant's use, or if the taking or condemnation is for less than 30 days (regardless of the portion of the Property affected), this Lease shall not terminate, but the Base Rent payable hereunder shall be proportionally abated to the extent of any actual loss of use of the Premises by Tenant. Landlord shall be entitled to any and all payment, income, rent or award, or any interest therein whatsoever, which may be paid or made in connection with such a taking or conveyance, and Tenant shall have no claim against Landlord for the value of any unexpired portion of this Lease. Notwithstanding the

foregoing, any compensation specifically and independently awarded to Tenant for loss of business or goodwill, or for Tenant's Property or moving expenses shall be the property of Tenant.

18. SURRENDER AND HOLDOVER. On the last day of the Term (including any extension thereof), or upon any earlier termination of this Lease (including the Early Termination Date), or upon any re-entry by Landlord upon the Premises, (a) Tenant shall quit and surrender the Premises to Landlord free of rubbish and debris and otherwise in the condition required to be maintained by Tenant hereunder, except for such damage or destruction as Landlord is required to repair or restore under this Lease, (b) Tenant shall remove all of Tenant's Property therefrom, except as otherwise expressly provided in this Lease, and (c) Tenant shall surrender to Landlord any and all keys, access cards, computer codes or any other items used to access the Premises. Landlord shall be permitted to inspect the Premises in order to verify compliance with this **Section 18** at any time on or prior to (x) the Expiration Date, (y) the effective date of any earlier termination of this Lease, or (z) the surrender date otherwise agreed to in writing by Landlord and Tenant. The obligations imposed under the first sentence of this **Section 18** shall survive the termination or expiration of this Lease. If any repairs are required to be performed in, to or at the Premises (pursuant to the first sentence of this **Section 18** or any other applicable provision of this Lease) upon the expiration or termination of the Term (including any extension thereof), Tenant shall cause such repairs to be performed, to Landlord's reasonable satisfaction, within 10 business days after the date on which this Lease is terminated or expired. If Tenant fails to timely comply with the preceding sentence, then Landlord shall have the right to cause the repairs to be performed, at Tenant's expense, which expenses shall be deemed "Rent" hereunder. If Tenant remains in possession after the Expiration Date hereof or after any earlier termination date of this Lease or of Tenant's right to possession: (i) Tenant shall be deemed a tenant-at-will; (ii) Tenant shall pay 150% of the aggregate of the Base Rent, Additional Rent, if any, and also shall pay all actual damages sustained by Landlord, directly by reason of Tenant's remaining in possession after the expiration or termination of this Lease; (iii) there shall be no renewal or extension of this Lease by operation of law; and (iv) the tenancy-at-will may be terminated by either party hereto upon 30 days' prior written notice given by the terminating party to the non-terminating party. The provisions of this **Section 18** shall not constitute a waiver by Landlord of any re-entry rights of Landlord provided hereunder or by law.

19. EVENTS OF DEFAULT.

19.1. Tenant Event of Default. Each of the following shall constitute an "Event of Default" by Tenant under this Lease: (a) if Tenant fails to pay Base Rent or any other payment of Rent when due hereunder and fails to cure such default within 5 days after written notice from Landlord of such failure to pay on the due date; provided, however, that if in any consecutive 12 month period, Tenant shall, on 2 separate occasions, fail to pay any installment of Rent on the date such installment of Rent is due, then, on the third such occasion within such 12 month period and on each occasion thereafter within such 12 month period on which Tenant shall fail to pay an installment of Rent on the date such installment of Rent is due, Landlord shall be relieved from any obligation to provide notice to Tenant, and Tenant shall then no longer have a 5 day period in which to cure any such failure; (b) if Tenant fails, whether by action or inaction, to timely comply with, or satisfy, any or all of the obligations imposed on Tenant under this Lease (other than the obligation to pay Rent) for a period of 30 days after Landlord's delivery to Tenant of written notice of such default under this **Section 19**; provided, however, that if the default cannot, by its nature, be cured within such 30 day period, but Tenant commences and diligently pursues a cure of such default promptly within the initial 30 day cure period, then Landlord shall not exercise its remedies under **Section 20** unless such default remains uncured for more than 60 days after the initial delivery of Landlord's original default notice; (c) Tenant vacates or abandons the Premises during the Term (or any extension thereof), or (d) the filing of a petition by or against Tenant (a) in bankruptcy or other insolvency proceeding, (b) seeking any relief under any state or federal debtor relief law, (c) for the appointment of a liquidator or receiver.

19.2. Landlord's Liability. Landlord shall not be in default hereunder and Tenant shall not have any remedy or cause of action unless Landlord fails to perform any of its obligations hereunder within thirty (30) days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of thirty (30) days, then after such period of time as is reasonably necessary).

20. RIGHTS AND REMEDIES.

20.1. Landlord's Cure Rights Upon Default of Tenant. If Tenant defaults in the performance of any of its obligations under this Lease, and fails to cure such default within the cure period provided in **Section 19**, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account, and at the expense of, Tenant. Notwithstanding anything in this Lease to the contrary, if Tenant fails to comply with any provision herein relating to the maintenance, repair or safety of or at the Premises, Landlord may, but shall have no obligation to, in the event of an emergency without notice to Tenant, enter the Premises and perform such maintenance or repair or otherwise make safe the Premises on behalf of Tenant, and Tenant shall reimburse Landlord for all such reasonable costs within 10 days of demand thereof, and such costs shall constitute Rent hereunder.

20.2. Landlord's Remedies. Upon the happening of any Event of Default by Tenant, in addition to all other remedies that Landlord may have hereunder or under law or in equity, Landlord shall have the following rights and remedies:

(a) **Right of Re-Entry.** Landlord has the right to re-enter and take possession of the Premises. In furtherance of such right, Landlord has the right to re-enter or repossess the Premises, subject to applicable law, either by force, summary proceeding or other legal process, or surrender, and dispose of and remove therefrom Tenant, or other occupants thereof, and their effects, and alter the locks and other security devices at the Premises. Subject to applicable law, Landlord may do the above without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Notwithstanding such retaking of possession by Landlord, Tenant's liability for Rent provided for herein are not extinguished except as otherwise set forth in this **Section 20**.

(b) **Right to Terminate.** Landlord may exercise its right to re-enter under **Section 20.2(a)**, or take possession pursuant to legal proceeding or pursuant to any notice provided for by law, and terminate this Lease. If Landlord terminates this Lease, Tenant is to immediately pay to Landlord a sum equal to any and all Rent that are then due. In the event Landlord terminates this Lease, Landlord shall also be entitled to recover, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenants' default, (a) an amount equal to the then present value of the excess of the base rent and other sums and charges as stated in this Lease from the date of termination for what would be the then unexpired lease term if the Lease had remained in effect, over the amount of rent Tenant demonstrates that Landlord could reasonably collect for the Premises for the same period, said present value shall be arrived at by discounting such amount at the discount rate of the local Federal Reserve Bank at the time of payment, and (b) such amount reasonably necessary to compensate Landlord for (i) the cost of recovering possession of the Premises from Tenant, (ii) expenses of reletting, including renovation and alteration of the Premises, and reasonable attorneys' fees and expenses, and (iii) that portion of the leasing commission paid by Landlord applicable to the unexpired Term (or extension thereof). Landlord agrees that remedies set forth in this **Section 20** shall not be exercised in a manner as to result in the double recovery of damages incurred. However, if Tenant exercises its right to terminate this Lease under **Section 2.6** above then for purposes of the

computation in this paragraph the last day of the term of this Lease shall be the Early Termination Date.

(c) Right to Relet. Landlord may exercise its right to re-enter under **Section 20.2 (a)** or take possession pursuant to legal proceedings or pursuant to any notice provided for by law and, without terminating this Lease, make such alterations and repairs as may be necessary to relet the Premises, or any part of the Premises as the agent of and for the account of Tenant upon such terms and conditions as Landlord may deem advisable. Upon any such relettings, the rents received therefrom are to be applied to: (i) any expenses of reletting and collection of rents, including, without limitation, the costs of the renovation and alteration of the Premises for rental and reletting, or any portion thereof; (ii) reasonable attorneys' fees and real estate commissions and other repossession costs paid; and (iii) thereafter to make such payment of all sums due or to become due Landlord under this Lease (excluding the Additional Rent set forth in **Section 2.3**) through the termination date or if Tenant exercises its rights under **Section 2.6** above, the Early Termination Date. If a sufficient sum is not then realized from such reletting to pay such amounts set forth in the immediately preceding sentence, Tenant is to pay Landlord any such deficiency, on demand, and Landlord may bring an action against Tenant therefor as each and every such deficiency arises. If Landlord elects to relet the Premises, Landlord agrees to use commercially reasonable efforts to relet the Premises on such terms and conditions as Landlord in its sole discretion may determine (including, without limitation, a term different from the Term, rental concessions, and alterations to, and improvements of, the Premises). There will be a presumption that Landlord has used commercially reasonable efforts to relet the Premises if Landlord takes such measures to relet the space as Landlord customarily takes for leasing other properties, but Landlord will not be required to give priority to the reletting of the Premises over other available properties. Notwithstanding any reletting pursuant to this **Section 20.2**, Landlord may at any time thereafter elect to terminate this Lease for such event of default. Landlord shall not be liable for, nor shall Tenant's obligations hereunder be diminished because of Landlord's failure to relet the Premises or to collect rent due for such reletting. Tenant shall not be entitled to the excess of any consideration obtained by reletting over the rent due hereunder.

(d) Re-Entry Not An Election To Terminate. No re-entry or taking possession of the Premises by Landlord is an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant or unless the termination is decreed by a court of competent jurisdiction.

(e) Determination of Rent. In determining the Rent for the remainder of the Term, Rent will be assumed to be the same as the Base Rent for the calendar year immediately preceding the date of such election or such shorter period as may have elapsed since the Commencement Date but excluding any Additional Rent under **Section 2.3** above. Tenant's obligations for such damages will survive the expiration or earlier termination of this Lease.

20.3. Additional Rights of Landlord. Any and all costs, expenses and disbursements, of any kind or nature, incurred by Landlord in connection with the enforcement of any and all of the terms and provisions of this Lease, including attorneys' reasonable fees (through all appellate proceedings), shall be due and payable (as Rent) upon Landlord's submission of an invoice therefor. All sums advanced by Landlord on account of Tenant under this Section, or pursuant to any other provision of this Lease, and all Base Rent and other Rent, if delinquent or not paid by Tenant and received by Landlord when due hereunder, shall bear interest at the rate of 5% per annum above the "prime" or "reference" or "base" rate (on a per annum basis) of interest publicly announced as such, from time to time, in the *Wall Street Journal*, or its successor ("**Default Interest**"), from the due date thereof until paid, and such interest shall be and constitute Rent and be due and payable upon Landlord's submission of an invoice

therefor. The various rights, remedies and elections of Landlord reserved, expressed or contained herein are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, options or elections as are now or may hereafter be conferred upon Landlord by law.

21. **BROKER.** Each party agrees to and hereby does defend, indemnify and hold the other harmless against and from any brokerage commissions or finder's fees or claims therefor by a party claiming to have dealt with the indemnifying party and all costs, expenses and liabilities in connection therewith, including, without limitation, reasonable attorneys' fees and expenses, for any breach of the foregoing. The foregoing indemnification shall survive the termination or expiration of this Lease.

22. **MISCELLANEOUS.**

22.1. **Merger.** All prior understandings and agreements between the parties are merged in this Lease, which alone fully and completely expresses the agreement of the parties. No agreement shall be effective to modify this Lease, in whole or in part, unless such agreement is in writing, and is signed by the party against whom enforcement of said change or modification is sought.

22.2. **Notices.** Any notice required to be given by either party pursuant to this Lease, shall be in writing and shall be deemed to have been properly given, rendered or made only if personally delivered, if sent by Federal Express or other comparable commercial overnight delivery service or if sent by certified mail, return receipt requested, addressed to the other party at the addresses set forth below (or to such other address as Landlord or Tenant may designate to each other from time to time by written notice), and shall be deemed to have been given, rendered or made on the day so delivered or on the first business day after having been deposited with the courier service:

If to Landlord: Board of Education of City of St. Louis
801 North 11th Street
St. Louis, MO 63101
Attention: Louis, Kruger, Executive Director, Business Operations

With a copy to: Lewis, Rice & Fingersh, L.C.
500 North Broadway, Suite 2000
St. Louis, Missouri 63102-2147
Attention: Marisa L. Byram

If to Tenant: 5240 St. Charles Rd.
Berkeley, IL 60163

22.3. **Non-Waiver.** The failure of either party to insist, in any one or more instances, upon the strict performance of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the Lease shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt and acceptance by Landlord of Rent with knowledge of breach by Tenant of any obligation of this Lease shall not be deemed a waiver of such breach.

22.4. **Legal Costs.** Tenant shall pay Landlord's attorneys' reasonable fees incurred in connection with Tenant's request for Landlord's consent under provisions of this Lease governing assignment and subletting, or in connection with any other act which Tenant proposes to do and which requires Landlord's consent.

22.5. Parties Bound. Except as otherwise expressly provided for in this Lease, this Lease shall be binding upon, and inure to the benefit of, the successors and assignees of the parties hereto. Tenant hereby releases Landlord named herein from any obligations of Landlord for any period subsequent to the conveyance and transfer of Landlord's ownership interest in the Property. In the event of such conveyance and transfer, Landlord's obligations shall thereafter be binding upon each transferee (whether Successor Landlord or otherwise). No obligation of Landlord shall arise under this Lease until the instrument is signed by, and delivered to, both Landlord and Tenant.

22.6. Recordation of Lease. Tenant shall not record or file this Lease (or any memorandum hereof) in the public records of any county or state.

22.7. Governing Law; Construction. This Lease shall be governed by and construed in accordance with the laws of the state in which the Property is located. If any provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected but shall be enforced to the extent permitted by law. The captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretation. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation, or other provision of this Lease to be performed by Tenant, shall be construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. This Lease may be executed in counterpart and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument.

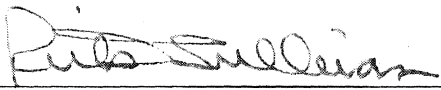
22.8. Employees. Tenant will employ its own personnel at the Premises. Tenant will use its best efforts to have persons who reside in the City of St. Louis to work at the Premises.

[Signature Page to Follow]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease effective as of the day and year first above written.

LANDLORD:

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


By: 

Printed Name: RICK SULLIVAN

Its: CEO

TENANT:

PREFERRED MEAL SYSTEMS, INC.,
a Delaware corporation

By: 

Printed Name: MARK GOODMAN

Its: SR. V.P. of OPERATIONS

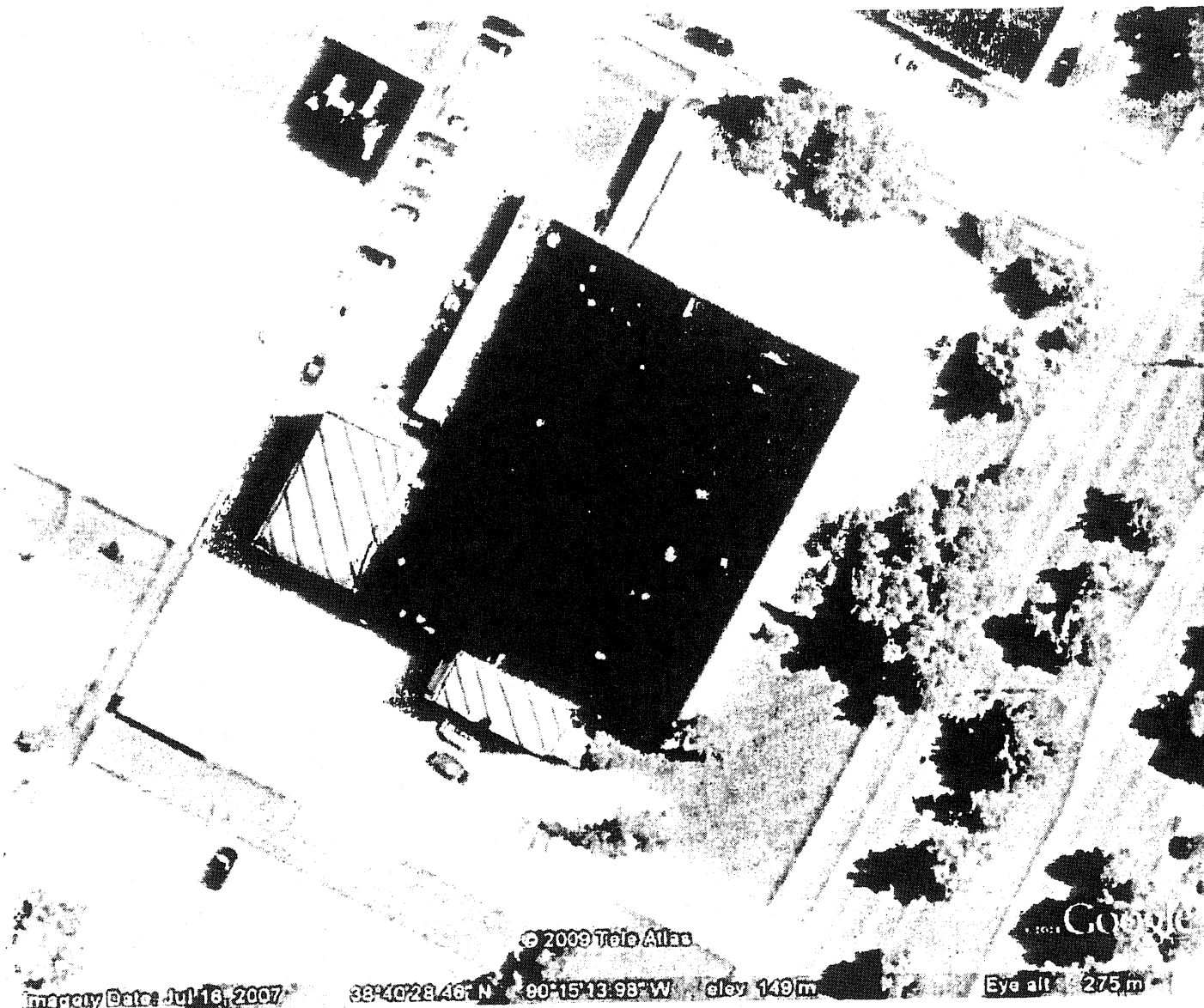
EXHIBIT A

Legal Description of Property

A tract of land in Block 4538 in the City of St. Louis, Missouri, of Chas. Mulikin's Heirs Subdivision being more particularly described as follows: Beginning at a point of intersection of the North line of Cote Brillante and the West line of Kingshighway Memorial (150 feet wide); thence northeasterwardly along said west line 444 feet 6 inches, more or less, to the South line of Lexington Avenue (60 feet wide); thence, westwardly along said south line 597 feet, more or less to the east line of Norwood Avenue (50 feet wide); thence southwestwardly along said east line 442 feet 8 1/2 inches, more or less, to the north line of Cote Brillante; thence eastwardly along said north line 597 feet, more or less to the point of beginning.

EXHIBIT B

Sketch of Premises (being a Portion Only of the Property described in Exhibit A)



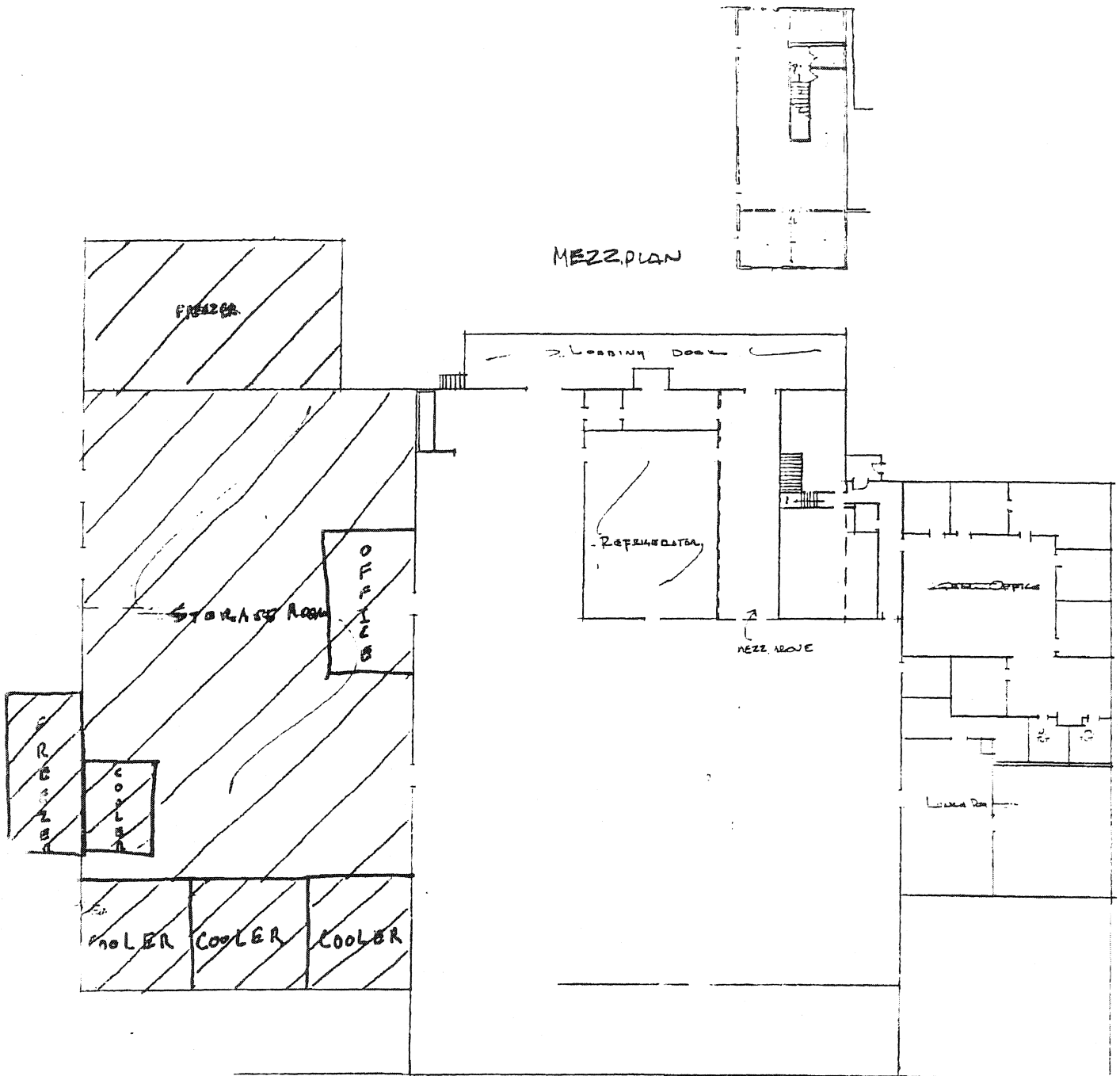
© 2009 Tele Atlas

Google

Imagery Date: Jul 18, 2007

38°40'28.46" N 90°15'13.98" W elev 149m

Eye alt 275 m



SC: 1/32" = 1'-0" FOOD SERVICE



Board Resolution

Date: October 29, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Althea Albert-Santiago, Director - Food Service

Agenda Item: 11-30-10-07

Information: _____

Action: X

Action to be Approved:

X Contract Renewal

Other Transaction Descriptors: Ratification

SUBJECT:

To ratify the contract renewal for the District to provide lunches for 30 students at the The Children's Academy on a daily basis. The contract period is from October 1, 2010 to September 30, 2011. The Children's Academy will reimburse the District for the cost of the meals at the rate of \$2.39 per meal. The total amount of the reimbursement will be \$18,068.

BACKGROUND:

Historically, the District has agreed to package and deliver meals in containers to The Children's Academy at the reduced lunch rate. The Children's Academy has requested that we continue to provide the lunches for their students.

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy:

III.G.

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

Fund Source: - - - -
Amount:

Requisition #:

Fund Source: - - - -
Amount:

Requisition #:

Fund Source: - - - -
Amount:

Requisition #:

Cost not to Exceed: ☐

Pending Funding Availability Vendor #:

Department: Food Services

Requestor: _____

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Althea Albert-Santiago, Director - Food Service

Dr. Kelvin R. Adams, Superintendent

Missouri Department of Health and Senior Services
Community Food and Nutrition Assistance
Child and Adult Care Food Program
August 2008

**FOOD SERVICE CONTRACT PROTOTYPE
ORGANIZATIONS
WITH CONTRACTS LESS THAN \$100,000**

This agreement is made and entered into by and between

The Childrens Academy
(Name of Institution)

St Louis Public Schools
(Name of Contractor)

The contractor agrees to furnish meals as ordered by the institution for the period of:

Oct 1 2010
(Beginning Date)

To

sept 30 2011
(Ending Date)

based on the following:

	Estimated Number of Meals Served Per Day		Estimated Number of Serving Days Per Year		Unit Price		Total Price
Breakfast	<u> </u>	x	<u> </u>	x	<u> </u>	=	<u> </u>
Lunch	<u>30</u>	x	<u>252</u>	x	<u>2.29</u>	=	<u>18,068</u>
Snack	<u> </u>	x	<u> </u>	x	<u> </u>	=	<u> </u>
Supper	<u> </u>	x	<u> </u>	x	<u> </u>	=	<u> </u>

The unit prices submitted are based on the cycle menu attached (Schedule B), which is a part of this Agreement. The meals furnished shall meet or exceed requirements as specified in Section 226.20 of the Child and Adult Care Food Program (CACFP) Federal Regulations, attached copy of which is a part of this agreement. The contractor agrees to deliver 30 (unitized/bulk) meals 30 (inclusive/exclusive) of milk on a daily basis to the location(s) during the timeframes indicated on the delivery schedule attached which is a part of this Agreement (Schedule A).

The Institution will make notification of any changes in approved sites not less than ____ days prior to the day of delivery of the meals. The Institution reserves the right to increase or decrease the number of meals ordered on a ____ hour notice or less if mutually agreed upon between the parties of this Agreement.

The Contractor agrees to package and deliver meals in containers that meet local health standards. Potentially hazardous foods shall be maintained at temperatures less than 41 degrees Fahrenheit or at 141 degrees Fahrenheit and above during transport. The Contractor assures that it has State or local health certification at the preparation facility and assures that health and sanitation requirements will be met at all times. If requested, the Contractor agrees to provide meals for periodic inspection to determine bacteria levels. The Contractor shall provide the Institution with a copy of the health inspection certification.

The Contractor shall attach a ticket with each delivery specifying the menu and the quantity of each food item for each meal (breakfast, lunch, snack, supper) that is provided. The Contractor shall submit an itemized invoice to the Institution ____ (i.e., weekly, monthly), which specifies the quantity of meals by type delivered during the preceding ____ (i.e., week, month), with a copy of each delivery ticket attached.

The Contractor agrees to maintain all records (supported by invoices, menus, production records, receipts, etc.) that the Institution needs to meet its responsibilities under the Regulations. These records shall be available for inspection and audit by representatives of the Institution, State Agency, U.S. Department of Agriculture, and the U.S. Government Accounting Office at any reasonable time and place up to three years from the date of receipt of final payment, or until final resolution of any audits.

Payment shall not be made for any meals that do not meet requirements of Section 226.20 of the CACFP Federal Regulations, are spoiled or unwholesome at the time of delivery, delivered outside of agreed upon delivery time, or do not otherwise meet the requirements of this Agreement.

The Institution shall have the option to cancel this contract if the Federal government withdraws funds to support the Child and Adult Care Food Program. It is further understood that, in the event of cancellation of the contract, the Institution shall be responsible for meals that have already been assembled and delivered in accordance with this Agreement.

This Agreement may be terminated by either party upon ____ days written notification. The following parties as of the date indicated below hereby execute this Agreement:

Contractor Official's Signature

Title Date

Institution Official's Signature

Executive Director 10/5/2010
Title Date



November 2010


Chartwells-Thompson * St Louis Public Schools



Preferred Meal Systems, Inc.

preferredmealsystems.com

K-6 Traditional (LNE 1)

Monday	Tuesday	Wednesday	Thursday	Friday
1 TEX MEX TURKEY RICE BOWL FRENCH BREAD PEPPERONI PIZZA Refried Beans Pear Cup Tortilla Rounds (Whole Grain) **FRENCH BREAD CHEESE PIZZA	2 HAMBURGER TURKEY HOT DOG Potato Fun Shapes Pineapple Cup Whole Grain Hamburger Bun Whole Grain Hot Dog Bun **BREADED VEGGIE NUGGETS	3 WHOLE WHEAT PENNE BAKE WITH MEAT SAUCE BAKED CHICKEN NUGGETS (WHOLE GRAIN) Glazed Carrots Fresh Apple^ Soft Breadstick **MINI CHEESE RAVIOLI W/ RAGUE SAUCE	4 BEEF SAUSAGE PISA PIZZA WHOLE WHEAT SWEET & SOUR BROWN RICE BOWL W/CHICKEN TORPEDO SANDWICH Broccoli Florets Banana Multigrain Sun Chips **HOMESTYLE VEGETARIAN CHILI	5 TOASTED TURKEY HAM & CHEESE SANDWICH SPAGHETTI (WHOLE WHEAT) W/ MEAT SAUCE Romaine Lettuce Fresh Fruit Orange **LOW FAT TOASTED CHEESE ON WHEAT BREAD
8 CHICKEN DIPPERS (WHOLE GRAIN) W/TOMATO PARMESAN SAUCE TERIYAKI MEATBALLS W/RICE Diced Carrots Pineapple Cup Garlic Bread **CREAMY MACARONI AND CHEESE	9 HOMESTYLE SALISBURY STEAK W/GRAVY CRISPY CHICKEN TENDERS (WHOLE GRAIN) Mashed Potatoes Strawberry Applesauce Whole Grain White Bread **BREADED VEGGIE NUGGETS	10 TERIYAKI GLAZED CHICKEN W/RICE PEPPERONI PISA PIZZA (WHOLE WHEAT) Romaine Lettuce Fresh Pear^ PopCorners **HOMESTYLE VEGETARIAN CHILI	11 NO SCHOOL VETERAN'S DAY	12 RIB-B-QUE DELI COMBO Baby Carrots Fresh Apple Whole Grain Hamburger Bun Original Goldfish Crackers **FRENCH BREAD CHEESE PIZZA
15 CRISPY CHICKEN TENDERS (WHOLE GRAIN) FRENCH BREAD PEPPERONI PIZZA Collard Greens Pear Cup Double Fudge Cookie **LOW FAT TOASTED CHEESE ON WHEAT BREAD	16 TEX MEX TURKEY RICE BOWL PATTY MELT SANDWICH ON WHOLE WHEAT BREAD Refried Beans Pineapple Cup Tortilla Rounds (Whole Grain) **TACO POCKET "HOT POCKET"	17 GRILLED BBQ CHICKEN FILLET HOMESTYLE SALISBURY STEAK W/GRAVY Mashed Sweet Potatoes Fresh Apple Whole Grain Hamburger Bun **CHEESE PIZA PIZZA (WHOLE GRAIN CRUST)	18 SWEET & SOUR BROWN RICE BOWL W/CHICKEN &VEGETABLES BREADED FISH STICKS TURKEY HAM & CHEESE ON WHEAT BREAD Garden Green Peas Banana Corn Muffin **MINI CHEESE RAVIOLI W/ RAGUE SAUCE	19 PEPPERONI PISA PIZZA (WHOLE WHEAT) BAKED CHICKEN NUGGETS (WHOLE GRAIN) Fresh Baby Carrots Fresh Pear **CHEESE PIZA DIPPERS Marinara Dipping Cup
22 SPAGHETTI (WHOLE WHEAT) W/ MEAT SAUCE TOASTED TURKEY HAM & CHEESE SANDWICH Broccoli Pineapple Cup White Cheddar PopCorners **LOW FAT TOASTED CHEESE ON WHEAT BREAD	23 FEATURE TURKEY W/STUFFING & GRAVY TERIYAKI MEATBALLS W/RICE Mashed Potatoes Applesauce Cup Soft Breadstick Thanksgiving Cookie **HOMESTYLE VEGETARIAN CHILI	24 NO SCHOOL	25 NO SCHOOL	26 NO SCHOOL
29 DELI COMBO LOW FAT TOASTED CHEESE ON WHEAT BREAD Applesauce Strawberry Kiwi Juice Cheddar Goldfish Crackers	30 MEATBALL SUB CRISPY CHICKEN TENDERS (WHOLE GRAIN) Maple Baked Beans Pear Cup Whole Grain Hot Dog Bun Honey Wheat Pretzels (Whole Grain) **CREAMY MACARONI AND CHEESE		November is Election Month Go to Our Website www.preferredmealsystems.com/survey And Vote for your Favorite Meal	

***ALL MEALS SERVED WITH APPROPRIATE CONDIMENTS AND A CHOICE OF MILK.

***MENU SUBJECT TO CHANGE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET CENTER at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Missouri Department of Health and Senior Services
Community Food and Nutrition Assistance
Child and Adult Care Food Program

Agreement to Furnish Food Service

THIS AGREEMENT is made and entered into between (school) The Children's Academy
and the (independent center or sponsoring organization)
St Louis Public Schools (Chartwell)

WHEREAS the facilities of the (center or sponsor) The Children's Academy
are not adequate for preparing and serving meals to enrolled children, while the facilities of
the (school) St Louis Public Schools are adequate to serve
meals to participants. The (school) St Louis Public Schools
agrees to supply meals (inclusive/exclusive) of milk to (center or sponsor) _____
with and for the rates herein listed:

Breakfast..... \$ _____ each

Snacks..... \$ _____ each

Lunch...30... \$ 2.05 each

Supper..... \$ _____ each

It is further agreed that the (school) St Louis Public Schools,
pursuant to the provisions of the Child and Adult Care Food Program (CACFP) regulations,
attached copy of which is part of this agreement, will assure that said meals meet the minimum
meal pattern requirements as to nutritive value and content, and will maintain full and accurate
records that the (center or sponsor) The Children's Academy
will need to meet its responsibility including menu records containing the amount of food
prepared and daily number of meals delivered by type.

These records must be reported to the (center or sponsor) The Children's Academy
_____ promptly at the end of the month. (School) St Louis Public Schools
_____ agrees also to retain records required under the preceding clause for a
period of three years after the end of the fiscal year to which they pertain (or longer, if an audit is
in progress); and upon request, to make all accounts and records pertaining to the CACFP
available to representatives of the Missouri Department of Health and Senior Services, the U.S.
Department of Agriculture, and the General Accounting Office for audit or administrative review
at a reasonable time and place.

This agreement shall be effective as of (date) 10/1/09. It may be terminated by
notice in writing given by any party hereto to the other parties at least 30 days prior to the date of
termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates
indicated below:

Arlene Albert Hastings
School Official

Thomas G Moore
Center/Sponsor Official

Director of Food
Title Services

10/1/2009
Date

Executive Director
Title 10/1/09
Date



Board Resolution

Date: November 4, 2010

Agenda Item: 11-30-10-08

To: Dr. Kelvin R. Adams, Superintendent

Information: _____

From: Althea Albert-Santiago, Director - Food Service

Action: X

Action to be Approved:

X Memorandum of Understanding

Other Transaction Descriptors: _____

SUBJECT:

To approve a Memorandum of Understanding with Gateway Greening to establish food producing gardens at the attached SLPS schools and to encourage collaborative efforts in support of excellence in school gardening and provision of nutrition programs.

BACKGROUND:

Gateway Greening will provide the resources needed to establish a school garden, provide printed curricula and nutrition literature, and will provide a train the trainer class for successful supervision of the school garden. See attached list for locations.

Accountability Plan Goal: Goal IV: Parent, Community Involvement

Objective/Strategy:

IV.A.

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

Fund Source: - - - -

Amount: Not Applicable

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Cost not to Exceed: Not Applicable

Pending Funding Availability

Vendor #:

Department: Food Services

Blake Youde, Dep. Supt. - Institutional Advancement

Althea Albert-Santiago, Director - Food Service

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

St. Louis Public Schools Gardens as of 2009-2010 Term

- ① Ames VPA Butterfly Garden
- ② Clay Elementary School
- ③ Columbia Elementary School
- ④ Cote Brilliante Elementary
- ⑤ Ford Elementary School Garden
- ⑥ Gallaudet Garden
- ⑦ Gateway Complex
- ⑧ Hamilton Elementary School Garden
- ⑨ Hodgen Elementary
- ⑩ Kennard CJA Elementary School
- ⑪ Long Elementary School
- ⑫ Lyon@Blow
- ⑬ Kottmeyer
- ⑭ Mann Elementary School
- ⑮ Mullanphy ILC Elementary School
- ⑯ Oak Hill eMints Academy
- ⑰ Pierre Laclede Elementary- Maffitt Cabbage Patch Garden
- ⑱ Shaw VPA School Garden
- ⑲ Shenandoah Elementary
- ⑳ Sigel Elementary (non-GGI)
- ㉑ Stevens School-Marcus Garvey Community Garden
- ㉒ Stix ECCI Elementary School
- ㉓ Sumner High School
- ㉔ Walbridge Elementary- Lillian Circle Garden

New gardens awarded in 2010

- ㉕ Patrick Henry Downtown Academy
- ㉖ Washington Montessori—Center for Hope Community and School Garden

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and Gateway Greening _____ ("Agency") on this 20 day of October, 2010.

The purpose of this Memorandum of Understanding is to establish a partnership between Gateway Greening and the St. Louis Public Schools in order to establish food producing gardens on SLPS grounds and to encourage collaborative efforts in support of excellence in school gardening and nutrition program provision with area non-profits and institutions of higher learning.

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 permission to establish school gardens on SLPS property for the use of students tending the garden under supervision of after school providers, interested school personnel, GGI and GGI volunteers. Identification and assistance in coordinating with approved after school providers.

b) Assistance in determining appropriate location for the school garden adjacent to available water and sunlight. Agree to provide secure storage area for modest amount of hand tools, hoses and wheel barrows. Letters of support from school principals acknowledging support for the garden project and needed statistical information such as percentage of students eligible for free and reduced lunch.

(c) Assistance in obtaining parental cooperation to fill out surveys associated with consumption of food grown, increased consumption of healthy fresh food at home and increased nutrition literacy due to the garden

6. Obligations of Agency:

(a) Provision of all material resources needed to establish a school garden as agreed by SLPS, including tools, soil mix, lumber, curricula, seeds and plant materials.

(b) Provision of printed curricula and nutrition literature tied to gardening activities.

(c) Provision of train the trainer professional development needed for successful supervision of a school garden and dissemination of nutrition information. Cooperation with Chartwells, the food service provider to enhance programs.

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) Students and student supervisors have the knowledge, tools, resources and skills to appropriately build and tend a school garden

(b) Train the trainer sessions delivered appropriate information on gardening and nutrition.

(c) Children are consuming the produce from the garden and understand the value to their health and wellbeing of eating fresh food as taught and measured by the curriculum.

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

Gateway Greening

By: _____
Name: Dr. Kelvin R. Adams
Title: Superintendent

By: _____
Name: _____
Title: _____



BOARD RESOLUTION

Date: November 4, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Sharonica Hardin, Chief Human Resource Officer

Agenda Item : 11-30-10-09

Information: ☐

Action: ☒

Action to be Approved: Policy Adoption/Change

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

SUBJECT: To adopt and approve a Policy Statement of the Special Administrative Board of the Transitional School District of the City of St. Louis In Relation to Working Conditions for School Nurses from the period from July 1, 2010 through June 30th, 2012.

BACKGROUND: Whereas the District has been in negotiations with the National Education Association, St. Louis, Missouri National Education Association/National Education Association (NEA/MNEA/NEA) as the exclusive bargaining representative for all regulation, full-time employees in the job classification known as School Nurse; and Whereas those negotiations have resulted in the agreement of the parties on terms for a policy statement to govern the relationship between the parties from July 1, 2010 until June 30, 2012; the SAB hereby authorizes, adopts and approves the Policy Statement of the Special Administrative Board of the Transitional School District of the City of St. Louis In Relation to Working Conditions for School Nurses from the period from July 1, 2010 through June 30th, 2012.

Accountability Plan Goals: Goal II: Highly Qualified Staff

Objective/Strategy: II.E.1.

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

Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Human Resources

Requestor:


Sharonica Hardin, Chief Human Resource Officer


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

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School Nurses

***Policy Statement of the
Special Administrative Board
of the Transitional School District
of the City of St. Louis
In Relation to Working Conditions
for School Nurses***

2010 – 2012

Revised 6/10/10

BOARD POLICY

The Special Administrative Board of the St. Louis Public Schools (SAB/Board) does not discriminate on the basis of race, color, national origin, gender, age, religion, disability, veteran status, sexual orientation, parental status or marital status in admission of, access to, or treatment of or employment in, its programs and activities.

In the implementation of this Policy Statement, the SAB shall comply with the Board's obligation to maintain a policy of desegregation and staffing as required by the 1999 Desegregation Settlement Agreement.

For more information, please contact the Chief Human Resources Officer, 801 N. 11th Street, St. Louis, MO 63101; or phone 314-231-3720.

DRAFT

The Special Administrative Board of the St. Louis Public Schools (SAB/Board) and National Education Association – St. Louis (School Nurses) agree that this Policy Statement shall be incorporated in Board policy and administrative regulations.

This Contract Agreement shall be effective as of July 1, 2010 and shall continue in full force and effect through June 30, 2012. This Policy Statement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

NEA ST. LOUIS SCHOOL NURSES

**SPECIAL ADMINISTRATIVE BOARD OF THE
ST. LOUIS PUBLIC SCHOOLS**

By _____
President

By _____
Superintendent/CEO

By _____
Secretary

By _____
Secretary

Subscribed and sworn to before me this _____ day of _____, 2010

Notary Public

Commission expiration Date

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ARTICLE I **Recognition**

- A. The Special Administrative Board of the St. Louis Public Schools hereby recognizes that the National Education Association, St. Louis/Missouri National Education Association/National Education Association (NEA St. Louis/MNEA/NEA) has been selected as the exclusive bargaining representative for all regular, full-time employees in the job classification known as School Nurse.
- B. The term "Board," when used in this Policy Statement, shall refer to the The Special Administrative Board of the St. Louis Public Schools.
- C. The term "Administrator," when used in this Policy Statement, shall refer to Superintendent of Schools and/or his/her designee(s).
- D. The term "Employee," when used in this Policy Statement, shall refer to school nurse employee(s). Appendix A School Nurse job description.
- E. The term "Association," when used in this Policy Statement shall refer to NEA St. Louis/MNEA/NEA.

ARTICLE II **Negotiations Procedure**

- A. The Board or its designee shall meet, upon request, with the Association, through representatives of its choosing, for the purpose outlined under Sections 105.510, 105.520, 105.525, R.S. MO.
- B. Pursuant to the forgoing, any proposals by the Association for change in the existing contract agreement shall be submitted by March 1, 2010. Discussion on the proposed changes shall begin within (30) days. The stated timelines may be waived by mutual consent of the parties.
- C. The Board or Association may submit additional proposals after discussions have begun.

ARTICLE III **Management Prerogatives**

- A. The management of the School System and the direction of the employees are reserved exclusively to the Board and the Administration and shall not be inconsistent with any express provisions of this contract agreement.
- B. Board representatives, in concert with Association representatives, will review the completed Policy Statement. The Board will print and distribute the Policy Statement to employees as soon after the start of the contract year as possible.

ARTICLE IV Non-Discrimination

- A. In accordance with applicable state and federal laws, the Board shall not discriminate against any employee because of race, gender, religion, color, national origin, age, sexual orientation, disability, veteran status, parental status or marital status.
- B. Any employee of the Board of Education covered by the terms of this contract agreement is entitled to participate in political activities to the same extent as any other citizen employed by the state or a political subdivision thereof.
- C. Participation in such political activities or attempts to obtain appointment or nomination and election to public office shall be conducted in such a manner as not to interfere with duties as an employee of the Board of Education.

ARTICLE V Grievance Procedures

- A. If any employee feels unfairly treated through the misapplication of provisions in this contract agreement of any Board Rules or Regulations or through any Administration action which adversely affects the employee's status, he/she may have recourse to the following procedure:
 - 1. An employee with a problem shall first discuss the matter with the principal or other immediate supervisor, with the objective of resolving the matter informally. If the matter is not resolved informally at Step 1, the employee may, at his/her sole option, request within five (5) working days thereafter a further meeting with the principal or other immediate supervisor, at which time a representative designated by Association is present.
 - 2. If the matter is not resolved informally to the satisfaction of the employee within five (5) working days after submitting the grievance, the employee or his/her representative shall have the right to meet with the Superintendent or designee for the School, or the equivalent administrator at other units, at which the employee is located, to resolve the grievance.
 - 3. If the matter is not resolved to the satisfaction of the employee and his/her representative within three (3) days after submission to the Superintendent or designee, the grievance will be reduced to writing and the employee and/or his/her association representative shall have the right to meet with the Chief Human Resources Officer or designee of the District in which the school or other facility is located, to resolve the question of grievance. The Chief Human Resources will reply, in writing, within seven (7) working days.

4. In the event the matter is not resolved to the satisfaction of the employee and/or his/her association representative, they may submit the written grievance to the Superintendent of Schools, or designee(s) for resolution. The reply will be given in writing within ten (10) days after receipt of the grievance.
5. In the event the matter is not resolved to the satisfaction of the employee, through the preceding steps, then either party, within ten (10) working days, may appeal from the decision of the Superintendent of Schools to an impartial arbitrator selected as hereinafter provided for an advisory opinion.
6. In the event an unresolved issue is to be submitted to an arbitrator for an advisory opinion, the parties shall attempt to select the arbitrator by mutual agreement. If they have been unsuccessful within fifteen (15) days to agree upon such arbitrator, they shall jointly request the Federal Mediation and Conciliation Service in Washington, DC, to nominate a panel of seven experienced arbitrators, who are not currently active representatives of either labor or management, from whom the parties shall select one by each side alternately striking a name, commencing with the party seeking arbitration, and the last name remaining on such list shall be deemed chosen as such arbitrator. The name of anyone who is currently representing either labor or management shall be deleted from the list prior to the striking of names of the parties. The cost of the arbitrator shall be shared equally by the parties. Before the selection process begins, either party may elect to reject the first panel named by the Federal Mediation and Conciliation Service. In the event the first panel is rejected, the parties shall jointly request the Federal Mediation and Conciliation Service to name a second panel, from which an arbitrator shall be selected according to the preceding provisions. Before the selection process begins, the party which did not reject the first panel may, at its option, reject the second panel. In the event the second panel is rejected, the parties shall jointly request the Federal Mediation and Conciliation Service to name a third panel, from which an arbitrator shall be selected.
7. Any of the time limits set forth at any of the several stages of the foregoing procedure may be extended by mutual agreement between the parties.
8. In the event that it should become mandatory through legislative enactment of the Missouri Legislature or authoritative judicial determination of the courts of Missouri for the Board of Education as a municipal corporation to enter into binding arbitration as a final step in the resolution of such grievance, then, if a grievance is not resolved to the satisfaction of an employee and his/her

representative the matter shall be submitted to final and binding arbitration before an impartial arbitrator selected by mutual agreement of the parties, If the parties should be unable with fifteen (15) working days to agree upon such arbitration he/she shall be selected in the same manner as is provided for the selection of an arbitrator under the provisions of Paragraph A-6. The cost of such arbitrator shall be shared equally by the parties and his/her decision shall be final and binding on the parties.

9. The foregoing provisions for binding arbitration shall not be understood to preclude an employee from having recourse to provisions of the Statutes of Missouri should the employee elect to pursue such course, the provisions herein for arbitration shall not apply.
 10. Any employee may, on an individual basis, have recourse to the foregoing procedure through Paragraph 4 thereof but not beyond and may appear with or through a representative of his/her own choosing other than the Association, so long as such a representative is not an official or declared representative of any other non-certified organization other than the Association. Any resolution of such individual grievance may not be in conflict with the provisions of this contract agreement and may not be inconsistent with the resolution of other grievances involving similar circumstances. No employee shall be required to discuss any grievance if his/her representative is not present
 11. If a grievance is not presented within thirty (30) calendar days after the employee knew or should have known of its existence, the grievance will be considered abandoned.
- B. No employee will be prejudiced or discriminated against by the Board or the Administration because of his/her participation in the grievance procedure. Nor shall the fact that an employee has filed or participated in a grievance be taken into account in the evaluation of such employee.
 - C. The Board and Administration will cooperate with the parties involved in its investigation of any grievance and further will furnish the parties involved with such reasonable, appropriate and necessary information as is requested for the processing of any grievance.
 - D. Should the investigation of processing of any grievance require that an employee or his/her representative be released from regular assignment, he/she shall be released, without loss of pay or benefits, as long as no unreasonable interference with the school program results.
 - E. All documents, communications and records dealing with the process of a grievance will be filed separately from the personal files of the participants.

- F. If a grievance develops at or near the end of the school year, such that sufficient time is not available during the school year to implement fully the grievance procedures set forth in Paragraph A, subparagraphs 1-5 thereof, said time limits shall be waived to expedite the processing of the grievance.
- G. As used in the foregoing procedure, "employee(s)" shall mean either: (1) an individual employee, or (2) a group of employee(s) who have the same grievance.
- H. The Association shall have the right to present grievances in the manner prescribed on behalf of employees of the organization.
- I. If in any case the parties should mutually agree that an expedited arbitration hearing is appropriate, the hearing will be conducted in accordance with the following:
 - 1. The hearing will be informal;
 - 2. No briefs shall be filed or transcripts made;
 - 3. There shall be no formal rules of evidence;
 - 4. The hearing shall normally be completed within one day;
 - 5. The arbitrator shall render his/her written decision within (5) days after conclusion of the hearing. The decision shall be based on the record before him/her and shall include a written explanation for the basis of his/her conclusion. However, these decisions shall not be cited as a precedent;
 - 6. Arbitrator shall be selected in the same manner as provided in Paragraph A-6 on page 2.

ARTICLE VI Association Rights

- A. Majority Rights – The Board or the Administration will not accord to any organization of employees as defined in Article I, titled "Recognition," any of the rights accorded to the Association unless specifically stated in this contract agreement. However, this shall not be understood to require the Board to discriminate against any employee in the exercise of payroll deduction conveniences previously accorded. Nor shall this preclude the Board or its designee from responding appropriately to others in the exercise of rights accorded to them by law.
- B. The Association shall have the right to present grievances in the manner prescribed on behalf of employees of the organization. Employees shall have the right to association representation at anytime.

C. Leave for Association Activity

1. The Board shall grant release time to employees(s) as necessary, to conduct Association activities as long as there is no unreasonable interference with the school program. Any employee, not more than two (2) at a time, elected or appointed to any full-time position in the Association shall be given a leave of absence; provided, however, that any such leave shall be only a full semester or a full school year, and not for a part of a semester. Any such leaves granted may, upon request, be renewed from year to year. The employee shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor. The absence shall not be construed as a break in service for any purpose, except for probationary employees whose leave time cannot be counted for the purpose of achieving tenure.
2. Regular appointed employees on such leave of absence shall be permitted to make their regular contribution to plans requiring such contributions. They shall also be permitted to pay the contribution required or permitted by law to be made by the employee to the Public School Retirement System Of The City of St. Louis to insure that full credit for retirement is granted for the time spent on such leave of absence.
3. Employees granted a leave of absence under this section shall not be entitled to any Board PTO days during their period of leave.

D. Dues Deductions

1. The Board will deduct from the pay of each employee for whom it receives an authorization the required amount of fees for the payment of Association dues, PAC deductions, and/or voluntary deductions. No deductions will be discontinued, except upon written notification to the Board by the Association. Between June 1 through June 30 the Association must report to the Board the names of employees who have requested discontinuation of payroll deduction. Deductions will be discontinued on July 1. All deductions, accompanied by a list of persons from whom they have deducted and the amount deducted from each and a list of persons who had authorized deductions and from whom no deductions were made and the reason thereof, shall be forwarded to the association. Any discrepancies must be reported by the Association, within five days of receipt of the deduction report.
2. The Board shall transmit the Association dues, PAC deductions and other applicable deductions to the treasurer of the Association each pay period.

E. Lists

1. The Board will furnish to the Association by October 15 and February 15 of each year, two complete lists of employees covered by this contract agreement.

One list will be in alphabetical order by last name and will show the employee's home address with seniority. The other list will be by location with seniority.

2. Election eligibility lists will be provided to all competing organizations at such time as is called for in appropriate agreement establishing election procedures, unless establishing by state law or regulations.

F. Visitation at Schools by Association Representatives

1. Association representatives will be allowed access to any school or location for consultation with School Nurses before or after school or during the lunch period or during any other non-duty times, if such visit does not conflict or interfere with other school or professional activities.
2. A list of all such accredited representatives shall be furnished to the Chief Human Resources Officer and kept current by the Association. Such Association representatives on any visit shall report their presence to the school principal or designee(s), upon entry on the location premises.

G. Posting and Distribution of Association Literature in School Mailboxes/E-Mail

1. The Association will be provided with bulletin board space in a place readily accessible to, and normally frequented by School Nurses, for the purpose of posting Association literature at each worksite.
2. The Association shall also have the right to place Association literature in the school mailboxes of School Nurses.
3. All literature and notices distributed under this section shall be authorized by officially designated representatives of the Association.
4. Copies of all such literature will be presented to the principal or other head of location before posting. In the event the principal or other head of location questions the propriety of the literature, he/she will immediately refer the question to the Chief Human Resources Officer, who shall pass on the question within one (1) school day.

H. Labor/Management Meetings – The Chief Human Resources Officer or administrative designee will meet with the Association on a monthly basis beginning in October during the school calendar year. The meetings will be held at a mutually agreeable time to discuss matters relating to the effective implementation of the nursing program. Agendas will be submitted prior to each meeting.

ARTICLE VII Employee Protection

- A. Student Transportation – Employee(s) shall not be required to transport students in their personal vehicles.
- B. The Board of Education will provide protection to employees against certain liability as more fully set out in Board Regulation 4720. "Protection of Employees Against Liability Claims."
- C. No employee shall be reprimanded except for just cause. A copy of any written reprimand will be given to the employee.
- D. No employee shall be reduced in rank or compensation, discharged, or otherwise separated from employment except for the reasons stated in Mo. Rev. Stat. Section 168.251 through 168.291.

ARTICLE VIII Special Salary and Benefit Provisions

- A. Health Insurance – The Board shall pay the premium for individual coverage of health and major medical insurance for each full-time employee. Full-time Employees shall have the right to purchase, at their own expense, the same insurance benefits for their dependents. The Board shall deduct the premium from the paychecks of the employees making such purchase and remit same on a timely basis to the insurance carrier.
- B. Dental Insurance – The Board shall pay the premium for individual coverage of dental insurance for each full-time employee. Full-time Employees shall have the right to purchase, at their expense, the same dental coverage for their dependents. The Board shall deduct the premiums from paychecks of employees making such purchases and remit same on a timely basis to the insurance carrier.
- C. Vision Care Insurance – The Board shall pay the premium for individual coverage of vision care insurance for each full-time employee. Full-time Employees shall have the right to purchase, at their expense, the same vision care coverage for their dependents. The Board shall deduct the premiums from paychecks of employees making such purchase and remit same on a timely basis to the insurance carrier.
- D. Term Life Insurance – Term life insurance in the principal sum of \$40,000 will be provided for full-time regular employees.
- E. Fringe Benefits – Employee(s) serving thirty hours or more on a regularly scheduled basis shall be entitled to full benefits, (term life insurance, group medical insurance, dental insurance, vision care insurance, short term disability, long-term disability and the employee assistance program). Options 2 and Options 3 employees shall retain sick leave days according to Board Regulation 4510.

- F. Employee Assistance Program – The Board shall pay the premium for each employee for individual coverage of an Employee Assistance Program.
- G. Use of Automobiles – Employees authorized by the Superintendent or his/her designee, to use their personal automobile in their assigned duties, shall be reimbursed for costs incurred at the current IRS standard mileage rate. The per trip allowance increase for transportation from one school location to another shall be determined in proportion to the per mile allowance in effect.

ARTICLE IX Assignment, Transfer and Promotion

- A. Considerations – In making assignments and transfers of School Nurses, consideration shall be given to the qualification and experience of the employee, available vacancies, work location preference and transportation facilities. The Superintendent of Schools may deny or institute any transfer for the good of the system, provided that upon request of the employee or the Association a valid reason therefore is stated in writing.
- B. Team Leader Duties
 - 1. Disseminate information and act as liaison between Health Service Supervisor and employee(s)
 - 2. Provide support/guidance to team members regarding daily nursing activities/operations/procedures.
 - 3. Plan in-service as directed by health Service Supervisor, utilizing community resources, as needed.
 - 4. Assist with orientation of newly appointed employee(s)
 - 5. Coordinate team activities (such as audits, head lice screenings) as directed by Nursing Manager.
 - 6. Team leaders shall be compensated at the ***certificated rate formula***, Appendix D.
- C. Reasons for Making Transfers – School Nurses shall be transferred for these reasons:
 - 1. Request for transfer to a school or location where suitable vacancy exists.
 - 2. Surplus of School Nurses within the school or location.
 - 3. Good of the system as determined by the Superintendent of Schools, as provided in A above.
 - 4. Employee Initiated Request for Transfer – A School Nurse(s) who may be interested in transferring to other assignments at the beginning of the next school year should apply for a transfer to the Division of Human

Resources.

9.

D. General Procedures

1. Transfers are usually made at the beginning of the employee's work year.
2. Requests for transfer within a semester are not usually granted except in cases of emergency.
3. Transfers will be granted when the efficiency of the schools or others locations can be maintained.
4. System-Wide seniority will be given due consideration in making transfers.
5. An employee(s) may request site adjustment if the work load is excessive, based on health needs of students, numerous medications, special education students, special health needs, nursing procedures, and/or student enrollment numbers, etc., (During the annual staff adjustment period at the beginning of each school year, additionally, if the health needs of students or enrollment increase during the school year, an employee may request the assistance of a float nurse as long as excessive conditions persist.)
6. The written request should include those conditions that warrant a site adjustment or additional assistance such as the number of medications, number of students with special needs, number of nursing procedures, student enrollment, assistance required, or site adjustment requested etc.,
7. This request may be made in writing to the nursing supervisor and Chief Human Resources Officer.
8. Usually an employee will not be transferred during his/her period of probationary service.
9. In the event that the Chief Human Resources Officer concurs in belief that a particular applicant for transfer cannot successfully fill the position, the employee shall, upon request, be informed in writing as to the reasons for the denial of the transfer.
10. When a new school/location is opened, the Administration reserves the right to select the staff. Employee requests for transfer will be received and granted based on seniority, evaluation, and qualifications when possible.

ARTICLE X Employee Rights

- A. Complaint Against Employee – Every effort will be made to notify any employee of any written complaint by a parent, others or the location administrator by providing a copy to the employee. All complaints shall be in writing.
- B. Personnel Files – Material relating to an employee's conduct, service,

character or personality shall not be placed in the employee's personnel file unless the employee is given the opportunity to acknowledge that

10.

he/she has read such material by affixing his/her signature on the actual copy filed, with the understanding that such signature merely signified that he/she has read the material. A copy shall be provided to the employee. The employee shall have the right to respond by statement or explanation to any materials filed and his/her document shall be attached to the file copy. However, if employees do not avail themselves of the opportunity of reading such materials within thirty (30) days after being informed in writing, it may then be placed in the employee's file.

- C. Employees on Involuntary Leave of Absence – An employee on involuntary leave of absence shall, upon application and at his/her option, be granted priority status on the substitute list. Every effort will be made to assign persons on involuntary leave of absence on the basis of seniority. Persons placed on voluntary or involuntary leave of absence with or without pay may continue health, dental and life insurance benefits by paying the regular group premiums to the Board, subject to the insurance carrier approval.

ARTICLE XI Employment Conditions

- A. Minimum School Health Office Facilities – All employees shall be provided adequate workspace, adequate equipment and supplies to effectively and safely carry out his/her duties.
1. Adequate office space with adequate lighting and room to perform necessary health screens (20 ft.), when possible.
 2. Desk, chairs, cot, scale, audiometer, eye charts for distance and near point vision and blood pressure cuff.
 3. Locked storage for medications, supplies, student records, confidential files and personal belongings.
 4. Private office space and screens, as needed, to insure confidentiality of nurse/student interaction and to insure student privacy for examination by the School Nurse or physician.
 5. Adequate facilities for infection control including: antibacterial soap dispenser and running water in each office; adequate supply of good quality latex gloves; proper disposal for sharps and hazardous (blood-stained) materials in accordance with "Universal Blood and Body Fluid Precautions." Appendix E – Centers for Disease Control Guidelines.
 6. Dedicated phone line/fax machine ***and direct access to copy machine.***
- B. Calendar Committee – A representative from the Association shall participate on the annual District calendar committee.
- C. Orientation

1. Employee(s) shall be provided appropriate orientation and induction.

11.

2. Employee(s) shall be provided a job description and contract agreement for School Nurse.

D. Protection Against the Spread of Disease

1. The Board shall distribute to all employees copies of current center for Disease Control (CDC) "Universal Blood and Body Fluids Precautions.
2. The Board shall implement measures which ensure that employees can adequately carry out "Universal Blood and Body Fluid Precautions, as stated in Article II, A. Appendix E– Centers for Disease Control Guidelines
3. Hepatitis B Vaccine shall be provided by the district to all employee(s) free of charge.

- E. Hazardous Working Conditions – No employee shall be required to work under unsafe, hazardous or dangerous conditions or perform duties that are the responsibility of the custodian. Such conditions shall be brought to the attention of the principal/immediate supervisor for evaluation and immediate corrective action where needed. Failure to provide appropriate corrective action shall be subject to the grievance procedure.

ARTICLE XII Leaves

- A. Sabbatical Leaves of Absence – Employees may be granted sabbatical leave in accord with the provisions of Board Regulation 4530.
- B. Bereavement Leave – an employee absent for bereavement leave may be paid full salary for such absence but shall be limited to the following:
1. First Degree of Relationship Up to three (3) working days in any pattern, including and immediately following the day of death and/or date of funeral of a member of the immediate family. Immediate family is defined as parent, spouse, child, grandparent, grandchild, sibling or domestic partner of the employee. For an individual to constitute an employee's domestic partner, both individuals must be age 18 or older and unrelated by blood closer than permitted by the State of Missouri marriage laws and who are in a committed relationship resembles a mutually exclusive relationship similar to that of marriage.
 2. Second Degree of Relationship Up to two (2) working days in any pattern, including and immediately following the day of death and/or date of funeral of a half-brother or half-sister, nephew, niece, aunt, uncle, step-parent, parent-in-law, step-brother or step-sister, sister-in-law or brother-in-law, son-in-law or daughter-in-law. This is limited to two (2) occurrences per year.
 3. Third Degree of Relationship One (1) working day to be used immediately following the day of death or on the date of the funeral of a great

grandparent, aunt or uncle-in-law, grandparent-in-law, niece or nephew-in-law, great grandchild, grandnephew or niece, or grandaunt or uncle, or first cousin. This is limited to two (2) occurrences per year.

12.

4. Leave for attendance at a funeral of a departmental employee or a retired departmental employee may be granted by the Superintendent of Schools at his/her discretion.
 5. Immediately upon return to work from bereavement leave, the employee shall list on a form provided by the Board the name of the relative, date of funeral and relationship to the employee.
- C. Leave for Military Reserve Training – Permanent employees (employed other than by the hour, day or week), including those on probation, who by reason of membership in the United States military or navel reserve or national guard services are ordered by the appropriate authorities to attend a training period or encampment under the supervision of the United States Armed Forces shall be granted leaves of absence from their positions during the actual duration of such activity, not to exceed fifteen days annually, in any federal fiscal year (October 1 – September 30). This leave shall be granted to 10, 10 ½ and 11 month employees only when the training period cannot be scheduled during the normal summer vacation period. During such leave and employee's salary shall be reduced by the amount received for such service.
- D. Other Paid Time Off – All other paid time off shall be in accordance with Board Regulations 4510 Sick Leave, 4520 Paid Time Off, 4525 Short-Term and Long Term Disability, 4540 Family and Medical Leave, 4570 Worker's Compensation and 4580 Miscellaneous Leaves.

ARTICLE XIII Escrow Account

- A. The Board will provide ten (10) ten and one-half (10 ½) and eleven (11) month employees the opportunity annually to place a part of their salary into an escrow account for distribution during the summer months.
- B. The Board will make sixteen (16) deductions for the escrow account from each participating employee's paycheck in an amount equal to thirteen percent (13%) of the gross amount of the paycheck. No deductions for the escrow account will be made from the first two (2) pay periods in September.
- C. The accumulated amount will be paid to the employee in equal installments on the following schedule without deductions of any kind:
One check in June
Two checks in July
Two checks in August
- D. All withdrawals must be made according to the approved schedule.
- E. Upon resignation, retirement or termination, any sum remaining in the

escrow account will be paid to the employee immediately.

- F. Should an employee die before all withdrawals are made from his/her

13.

account, the remaining proceeds will be paid to the person or persons previously designated by the employee.

ARTICLE XIV Salary and Rates of Pay

- A. School Nurses shall be compensated in accordance with the salary steps outlined in the certificated salary schedule. Appendix B Salary Schedule 2010-2012.
- B. Step Advancement – Each year that a step is granted each School Nurse shall advance one step on the salary schedule until such time a School Nurse reaches the top step. Advancement on the salary schedule requires a minimum of one (1) semester or one hundred (100) days of satisfactory service in the school year previous to the advancement.
- C. Summer Employment and Extra Service
1. Opportunities for summer employment and extra service shall be posted on the District's website and assignments shall be made according to seniority and on a rotating basis.
 2. Records shall be kept by the Nurse Manager. A copy may be obtained by the employee upon request.

ARTICLE XV Other Fringe Benefits

- A. Holiday Pay – All regular employees shall receive pay for holidays according to the school calendar as it applies to all Board employees. Holiday pay will be authorized for employees for only those holidays for which the employee is not scheduled to work and which are within the school work year. In order to be eligible for holiday pay, the employee must work the scheduled workday prior to and following the holiday, with the exception of a granted leave of absence with pay and/or absence due to continuing illness or death in the family. July 4 will be a paid holiday for employees in summer school programs and all regularly appointed twelve-month employees who are scheduled to work during the summer.
- B. Jury Duty – A regular employee who is absent because he/she is performing jury duty in a state or federal court shall be paid the difference, if any, between the employee's regular salary and the remuneration he/she receives as a juror.
- C. Summer School Assignments
1. The Board shall notify all nurses of summer school openings on or about May 1 of each year through the District's website.
 2. All applications for summer school employment shall be returned to the

Chief Human Resources Officer within ten (10) working days after the notification of openings.

14.

3. Chief Human Resources Officer shall consider applications from all areas and shall select applicants based on their seniority within rank, subject to their having the qualifications necessary to fill the opening in question.
4. School Nurse normally will not be assigned to summer school for more than two (2) consecutive summers, provided qualified applicants are available and further, provided that the summer school openings are not restricted to nurses in a specially funded program.
5. After applicants have been chosen, if it becomes necessary to reduce positions, system-wide seniority shall govern.
6. All successful applicants shall be notified of their assignment as soon as possible, but before the end of the school year.
7. The Board will furnish to the Association by July 30 of each year, one complete list of all employees in summer school positions. The list will be in alphabetical order by last name and will show the employees' address.

ARTICLE XVI School Calendar

See attached Appendix C

ARTICLE XVII Workday

The workday shall consist of the following:

6.5 hours student/patient contact; arrival 15 minutes before and departure 15 minutes after school; and a 30 minutes duty free lunch, for a total of 7.5 hours.

DRAFT

APPENDIX A

School Nurse Job Description

DRAFT

APPENDIX B

Salary Schedule 2010-2012

DRAFT

APPENDIX C

School Calendar

DRAFT

APPENDIX D **Team Leader Compensation ***

* Team Leader Compensation shall be considered a stipend payment and shall be paid Bi-Weekly.

APPENDIX E **Centers for Disease Control Guidelines**



Board Resolution

Date: November 1, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Sharonica Hardin, Chief Human Resource Officer

Agenda Item: 11-30-10-10

Information: _____

Action: X

Action to be Approved:

X Amendment to the 403(b) Plan

Other Transaction Descriptors: _____

SUBJECT:

To approve the amendment to the St. Louis Public School's 403(b) plan to address recent changes in the law, including the Pension Protection Act of 2006 and the Heart Act. The Amendment must be adopted prior to January 1, 2011. There is no cost to the District.

BACKGROUND:

The amendment includes changes in the provisions regarding participant distributions to ensure that the 403(b) Plan is in compliance with recent legislation. It will also address the provisions required by the Heart Act. A copy of the Amendment is attached.

Accountability Plan Goal: Goal II: Highly Qualified Staff

Objective/Strategy:

II.E.1.

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

Fund Source: - - - -

Amount:

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Cost not to Exceed: ☐

Pending Funding Availability Vendor #:

Department:

Human Resources

Requestor:

Patricia Canada

Sharonica Hardin, Chief Human Resource Officer

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

OVERVIEW OF CURRENT 403(B) PLAN

OVERVIEW OF ST. LOUIS PUBLIC SCHOOL DISTRICT 403(b) PLAN

This document is an overview of the St. Louis Public School District 403(b) Plan ("Plan") and certain related policies and procedures. Because this document is an overview, it does not contain a complete explanation of each and every provision or term contained within the more comprehensive Plan. Where there are conflicts or inconsistencies between the language of this overview and the Plan, the language of the Plan governs. The St. Louis Public School District (the "District") has the right to amend this overview, and has discretion and authority to interpret the provisions and terms of this overview and the Plan. Nothing herein constitutes a guarantee of employment or an employment contract. All capitalized terms, not otherwise defined herein, have the meanings given to such terms in the Plan.

I. THE PLAN

The District established the Plan effective as of January 1, 2009. The Plan is intended to provide a means whereby the District may encourage eligible employees to establish a regular method of savings and thereby create a fund available for their use at retirement or in the event of disability or death. The Plan is a governmental plan that is exempt from the requirements of the Employee Retirement Income Security Act of 1974, as amended, and is intended to qualify as a salary reduction program under Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code").

II. WHO IS ELIGIBLE

You are eligible to participate in the Plan if you are a common law employee of the District performing services for a public school as an employee of the District and your Compensation is paid by the District.

If you are a person occupying an elective or appointive public office, you are not eligible to participate in the Plan unless you have received training, or are experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

III. CONTRIBUTIONS

3.1 Compensation Reduction Election. If you are eligible, you may elect to participate in the Plan by executing an election form, in the form provided by the District, that reduces your Compensation. Subject to certain conditions, the amount you elect to contribute will be contributed as an "Elective Deferral". The completed and signed election form must be delivered to the District's Human Resources Department. The election form will include your designation of an Approved Vendor to which Elective Deferrals will be made. You will become a "Participant" in accordance with your agreement with an Approved Vendor and as soon as administratively practicable following the applicable date under your election form.

Subject to the provisions of your agreement with an Approved Vendor, you may change your participation election, including the amount of the Elective Deferrals, investment direction and your designated beneficiary, by completing the required forms.

3.2 Information Provided by the Employee. You are responsible for providing all necessary information to the District at the time of initial enrollment in the Plan, and later if there are any changes, so the District can administer the Plan.

3.3 Leave of Absence. If you are absent from work by leave of absence, the Elective Deferrals under the Plan will continue to the extent that Compensation continues unless you elect otherwise.

IV. LIMITATIONS ON AMOUNTS DEFERRED

4.1 Basic Annual Limitation. Except as provided below, the maximum amount of Elective Deferrals permitted for any calendar year is the lesser of: (a) the applicable dollar amount, or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount for 2009 is \$16,500.

4.2 15 Years of Service Catch-Up. If you have completed at least 15 years of service with the District, then you may be qualified to contribute certain additional Elective Deferrals for a calendar year equal to the least of: (a) \$3,000; (b) the excess of \$15,000, over the total special 403(b) catch-up Elective Deferrals you made for prior years; or (c) the excess of: (1) \$5,000 multiplied by your number of years of service with the District, over (2) your total Elective Deferrals for prior years. If you qualify for the 15-year rule, your Elective Deferrals under this limit and the Section 4.1 limit can be as high as \$19,500 for 2009.

4.3 Age 50 Catch-Up. If you will attain age 50 or more by the end of a calendar year, you may be eligible to elect to contribute an additional Elective Deferrals for that calendar year, up to the maximum permissible amount. For 2009, the maximum permissible amount is \$5,500.

V. LOANS

5.1 Loans. Loans are permitted under the Plan to the extent that loans are permitted by your agreement with an Approved Vendor. If a loan is permitted, the Approved Vendor is responsible for information reporting and tax withholding. Upon the District's request, you must provide the District with the information requested.

5.2 Maximum Loan Amount. No loan may exceed the lesser of: (a) \$50,000, reduced by the greater of (i) the outstanding balance on any other existing Plan loan of yours, or (ii) the highest outstanding balance on Plan loans made to you during the one-year period ending on the day before the date the loan is approved by the District; or (b) one-half of the value of your vested Account Balance.

VI. BENEFIT DISTRIBUTIONS

6.1 Benefit Distributions At Severance from Employment or Other Distribution Event. Distributions from your Account cannot be made earlier than the earliest of the date on which you are no longer employed by the District, die, become Disabled, or attain age 59-1/2, except that required distributions for excess Elective Deferrals, and certain distributions from rollover accounts and hardship withdrawals are allowed.

6.2 Minimum Distributions. Your agreement with an Approved Vendor must comply with the minimum distribution requirements of the Code, which generally require that distributions begin no later than age 70-1/2.

6.4 In-Service Distributions From Rollover Account. If you have a separate account attributable to a rollover contribution to the Plan, you may elect to receive a distribution from that account if permitted by your agreement with an Approved Vendor.

6.5 Hardship Withdrawals. Hardship withdrawals are permitted under the Plan to the extent allowed by your agreement with an Approved Vendor. If applicable under the individual agreement, no Elective Deferrals are permitted under the Plan during the six month period after the hardship distribution.

6.6 Rollover Distributions. You or your Beneficiary can elect to have any portion of an eligible rollover distribution from the Plan paid directly to an eligible retirement plan.

VII. ROLLOVERS AND TRANSFERS

7.1 Eligible Rollovers. To the extent permitted by your agreement with an Approved Vendor, if you are a Participant under the Plan and entitled to receive an eligible rollover distribution from another eligible retirement plan, you may request to have all or a portion of the eligible rollover distribution paid to the Plan. The rollover contribution must be made in cash. The Plan does not accept a rollover contribution from a Roth elective deferral account.

7.2 Exchanges. Subject to the terms of your agreement with an Approved Vendor, you may be allowed to change the investment of your Account Balance among the Approved Vendors under the Plan.

7.3 Permissive Service Credit Transfers. If you are a Participant under the Plan and a participant in a tax-qualified defined benefit governmental plan (Section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers, then you may elect to have any portion of their Account Balance transferred to the defined benefit governmental plan. This transfer may be made before you have a Severance from Employment.

VIII. INVESTMENT OF CONTRIBUTIONS

8.1 Manner of Investment. All Elective Deferrals and other amounts contributed to the Plan are to be held and invested in one or more Annuity Contracts or Custodial Accounts with Approved Vendors.

8.2 Investment of Contributions. You must direct the investment of your Account among the investment options available under your agreement with an Approved Vendor.

8.3 Approved Vendors. The District will maintain a list of all Approved Vendors under the Plan and the relevant names and contact information.

IX. AMENDMENT AND PLAN TERMINATION

The District reserves the right to amend or terminate the Plan at any time and the District may provide that, in connection with the termination of the Plan, all Accounts will be distributed as permitted by the applicable income tax regulations.

PROPOSED AMENDMENT TO THE 403(B) PLAN

**AMENDMENT TO THE
ST. LOUIS PUBLIC SCHOOL DISTRICT 403(b) PLAN
FOR PENSION PROTECTION ACT, HEART ACT AND OTHER LAWS**

WHEREAS, St. Louis Public School District (the “Company”), maintains the St. Louis Public School District 403(b) Plan, as amended (“Plan”); and

WHEREAS, recent law changes, including the Pension Protection Act of 2006 (“PPA”), may affect the Plan; and

WHEREAS, the Plan gives the Company the authority to make amendments to the Plan; and

WHEREAS, the Company therefore amends the Plan by adding the provisions set forth below to the Plan.

NOW, THEREFORE, the Company does hereby amend the Plan as follows.

ARTICLE I - PREAMBLE

- 1.1 **Adoption and Effective Date of Amendment.** The Company adopts this Amendment to the Plan to reflect recent law changes. This Amendment is effective as indicated below for the respective provisions.
- 1.2 **Superseding of Inconsistent Provisions.** This Amendment supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.
- 1.3 **Construction.** Any “Section” reference in this Amendment refers only to this Amendment, and is not a reference to the Plan. The Article and Section numbering in this Amendment is solely for purposes of this Amendment, and does not relate to the Plan article, section or other numbering designations.
- 1.4 **Effect of Restatement of Plan.** If the Company restates the Plan, then this Amendment shall remain in effect after such restatement unless the provisions in this Amendment are restated or otherwise become obsolete (*e.g.*, if the Plan is restated onto a plan document which incorporates PPA provisions).

ARTICLE II - PARTICIPANT DISTRIBUTION NOTIFICATION

- 2.1 **180-day Notification Period.** For any distribution notice issued in plan years beginning after December 31, 2006, any reference to the 90-day maximum notice period prior to distribution in applying the notice requirements of Code §§402(f) (the rollover notice), 411(a)(11) (participant’s consent to distribution), and 417 (notice under the joint and survivor annuity rules), will become 180 days.
- 2.2 **Notice of Right to Defer Distribution.** For any distribution notice issued in plan years beginning after December 31, 2006, the description of a participant’s right, if any, to defer receipt of a distribution also will describe the consequences of failing to defer receipt of the distribution. For notices issued before the 90th day after the issuance of Treasury regulations (unless future Revenue Service guidance otherwise requires), the notice will include: (i) a description indicating the investment options available under the Plan (including fees) that will be available if the participant defers distribution; and (ii) the portion of the summary plan description that contains any special rules that might affect materially a participant’s decision to defer.

ARTICLE III - QUALIFIED DOMESTIC RELATIONS ORDERS

- 3.1 **Permissible QDROs.** Effective April 6, 2007, a domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order ("QDRO") will not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the participant's death.
- 3.2 **Other QDRO Requirements Apply.** A domestic relations order described in Section 3.1 is subject to the same requirements and protections that apply to QDROs.

ARTICLE IV - ROLLOVER OF AFTER-TAX/ROTH AMOUNTS

- 4.1 **Direct Rollover to Qualified Plan/403(b) Plan.** For taxable years beginning after December 31, 2006, a participant may elect to transfer employee (after-tax) or Roth elective deferral contributions by means of a direct rollover to a qualified plan or to a 403(b) plan that agrees to account separately for amounts so transferred, including accounting separately for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible in gross income.

ARTICLE V - DIRECT ROLLOVER TO ROTH IRA

- 5.1 **Roth IRA Rollover.** For distributions made after December 31, 2007, a participant or beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b). For this purpose, the term "eligible rollover distribution" includes a rollover distribution described in Article VI, if applicable.

ARTICLE VI - DIRECT ROLLOVER OF NON-SPOUSAL DISTRIBUTION

- 6.1 **Non-Spouse Beneficiary Rollover Right.** For distributions after December 31, 2009, a non-spouse beneficiary who is a "designated beneficiary" under Code §401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer ("direct rollover"), may roll over all or any portion of his or her distribution to an individual retirement account the beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise must satisfy the definition of an eligible rollover distribution.
- 6.2 **Certain Requirements Not Applicable.** Although a non-spouse beneficiary may roll over directly a distribution as provided in Section 6.1, any distribution made prior to January 1, 2010 is not subject to the direct rollover requirements of Code §401(a)(31) (including Code §401(a)(31)(B)), the notice requirements of Code §402(f) or the mandatory withholding requirements of Code §3405(c)). If a non-spouse beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.
- 6.3 **Trust Beneficiary.** If the participant's named beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).
- 6.4 **Required Minimum Distributions Not Eligible for Rollover.** A non-spouse beneficiary may not roll over an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Revenue Service guidance. If the participant dies before his or her required beginning date and the non-spouse beneficiary rolls over to an IRA the maximum amount eligible for rollover, the beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, A-4(c), in determining the required minimum distributions from the IRA that receives the non-spouse beneficiary's distribution.

ARTICLE VII - HEART ACT PROVISIONS

- 7.1 **Death Benefits.** In the case of a death occurring on or after January 1, 2007, if a participant dies while performing qualified military service (as defined in Code § 414(u)), the participant's beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the participant's qualified military service as service for vesting purposes, as through the participant had resumed employment under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended, immediately prior to the Participant's death.
- 7.2 **Differential Wage Payments.** For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), shall be treated as an employee of the employer making the payment; (ii) the differential wage payment shall be treated as compensation for purposes of Code §415(c)(3) and Treas. Reg. §1.415(c)-2 (e.g., for purposes of Code §415(c)(3) and Regulations §1.415(c)-2; and (iii) this Plan shall not be treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) (or corresponding plan provisions, including, but not limited to, Plan provisions related to the ADP or ACP test) by reason of any contribution or benefit which is based on the differential wage payment. The Plan administrator operationally may determine, for purposes of the provisions described in Code §414(u)(1)(C), whether to take into account any deferrals, and if applicable, any matching contributions, attributable to differential wages. Differential wage payments (as described herein) will also be considered compensation for all Plan purposes. Section 7.2(iii) shall apply only if all employees of the Company performing service in the uniformed services described in Code §3401(h)(2)(A) are entitled to receive differential wage payments (as defined in Code §3401(h)(2)) on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Company, to make contributions based on the payments on reasonably equivalent terms (taking into account Code §§410(b)(3), (4), and (5)).
- 7.3 **Severance from Employment.** Notwithstanding Section 7.2(i), if a participant performs service in the uniformed services (as defined in Code §414(u)(12)(B)) on active duty for a period of more than 30 days, the participant will be deemed to have a severance from employment solely for purpose of eligibility for distribution. However, the Plan will not distribute such a participant's account on account of this deemed severance unless the participant specifically elects to receive a benefit distribution hereunder. If a participant elects to receive a distribution on account of this deemed severance, then the individual may not make an elective deferral or employee contribution during the 6-month period beginning on the date of the distribution. If a participant would be entitled to a distribution on account of a deemed severance, and a distribution on account of another Plan provision (such as a qualified reservist distribution), then the other plan provision will control and the 6-month suspension will not apply.

* * * * *

IN WITNESS WHEREOF, the Company hereby executes this Amendment as of the date set forth below.

St. Louis Public School District

By: _____
President, Special Administrative Board
of the Transitional School District of the
City of St. Louis

Date: _____



Board Resolution

Date: November 3, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Enos K. Moss, CFO/Treasurer

Agenda Item: 11-30-10-11

Information: _____

Action: X

Action to be Approved:

X Financial Report Approval

Other Transaction Descriptors:

Monthly Report Approval

SUBJECT:

Monthly Board Transaction Report for October 2010.

BACKGROUND:

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy:

III.D.

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

Fund Source: - - - -

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

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

110-INCIDENTAL

- 1 SAP Hierarchy Doc #: 0501678583
SAP Entry Doc #: 0501678545

From:	110-2411	- 323-00-110	- 6541	173.18-
	110-2411	- 323-00-110	- 6541	63.02-
To:	110-1131	- 323-55-110	- 6261	63.02
	110-1131	- 323-55-110	- 6231	173.18

Control No: B1011-0782

From Amount: 236.20-

To Amount: 236.20

Text: Reallocate funds to pay General Education Team Leader Spreadsheet at Gateway Middle School.

- 2 SAP Hierarchy Doc #: 0501788746
SAP Entry Doc #: 0501788708

From:	110-2411	- 194-00-110	- 6411	146.86-
	110-2411	- 194-00-110	- 6411	53.75-
To:	110-1151	- 194-55-110	- 6261	53.75
	110-1151	- 194-55-110	- 6231	146.86

Control No: B1011-0860

From Amount: 200.61-

To Amount: 200.61

Text: Extra Service for Academic Year.

- 3 SAP Hierarchy Doc #: 0501678585
SAP Entry Doc #: 0501678547

From:	110-2411	- 323-00-110	- 6319	57.73-
	110-2411	- 323-00-110	- 6319	21.13-
To:	110-1211	- 323-55-110	- 6261	21.13
	110-1211	- 323-55-110	- 6231	57.73

Control No: B1011-0785

From Amount: 78.86-

To Amount: 78.86

Text: Reallocate funds to pay Special Education Team Leader Spreadsheet at

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

Northwest School for fiscal year 2010-2011.

4 SAP Hierarchy Doc #: 0501788744
SAP Entry Doc #: 0501788706

From:	110-2411	- 194-00-110	- 6411	64.26-
	110-2411	- 194-00-110	- 6411	23.52-
To:	110-1211	- 194-55-110	- 6261	23.52
	110-1211	- 194-55-110	- 6231	64.26
Control No:	B1011-0859			
From Amount:		87.78-		
To Amount:		87.78		

Text: Extra Service for Northwest School for fiscal year 2010-1011.

5 SAP Hierarchy Doc #: 0501678590
SAP Entry Doc #: 0501678552

From:	110-2411	- 323-00-110	- 6319	57.42-
	110-2411	- 323-00-110	- 6319	21.02-
To:	110-1411	- 323-55-110	- 6261	21.02
	110-1411	- 323-55-110	- 6231	57.42
Control No:	B1011-0790			
From Amount:		78.44-		
To Amount:		78.44		

Text: Reallocate funds to pay Non-Athletic Extra Service Spreadsheet for Gateway Middle School for fiscal year 2010-2011.

6 SAP Hierarchy Doc #: 0501788732
SAP Entry Doc #: 0501788694

From:	120-2122	- 117-55-120	- 6231	117.20-
	120-2122	- 117-55-120	- 6261	42.90-
To:	110-2122	- 117-55-110	- 6261	42.90
	110-2122	- 117-55-110	- 6231	117.20
Control No:	B1011-0849			
From Amount:		160.10-		
To Amount:		160.10		

Text: Budget Reconciliation for Counseling Services Benefits.

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

7 SAP Hierarchy Doc #: 0501788734
SAP Entry Doc #: 0501788696

From:	110-2122	- 880-00-110	- 6383	117.14-
	110-2122	- 880-00-110	- 6383	42.87-
To:	110-2122	- 880-55-110	- 6261	42.87
	110-2122	- 880-55-110	- 6231	117.14
Control No:	B1011-0854			
From Amount:		160.01-		
To Amount:		160.01		

Text: Transfer monies to set up a line item to pay Extra Service for Guidance Counselors.

8 SAP Hierarchy Doc #: 0501788807
SAP Entry Doc #: 0501788769

From:	110-2226	- 844-00-110	- 6433	478,104.85-
To:	110-2226	- 820-00-110	- 6433	478,104.85
Control No:	B1011-0964			
From Amount:		478,104.85-		
To Amount:		478,104.85		

Text: Move of dollars earmarked for library book replacement, 478K, and savings from Xerox Contract, 326K, into central budget account 820. Part of plan to identify cost savings opportunities to reduce FY expenditures.

9 SAP Hierarchy Doc #: 0501788729
SAP Entry Doc #: 0501788691

From:	120-2325	- 802-00-120	- 6143	8,000.00-
To:	110-2325	- 802-00-110	- 6149	8,000.00
Control No:	B1011-0847			
From Amount:		8,000.00-		
To Amount:		8,000.00		

Text: Transferring money to cover deficit in temporary line item and pay salary for Shirley Brown.

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

10 SAP Hierarchy Doc #: 0501788730
SAP Entry Doc #: 0501788692

From:	110-2325	- 802-00-110	- 6383	
To:	110-2325	- 802-00-110	- 6149	
Control No:	B1011-0847			
From Amount:		6,284.60-		6,284.60-
To Amount:		6,284.60		6,284.60

Text: Transferring money to cover deficit in temporary line item and pay salary for Shirley Brown.

11 SAP Hierarchy Doc #: 0501788747
SAP Entry Doc #: 0501788709

From:	110-2325	- 802-00-110	- 6383	
	110-2325	- 802-00-110	- 6383	
To:	110-2325	- 802-00-110	- 6261	
	110-2325	- 802-00-110	- 6231	
Control No:	B1011-0847			
From Amount:		656.74-		480.77-
To Amount:		656.74		175.97-

Text: Transferring money to cover deficit in temporary line item and pay salary for Shirley Brown.

12 SAP Hierarchy Doc #: 0501788716
SAP Entry Doc #: 0501788678

From:	120-2122	- 117-55-120	- 6143	
To:	110-2411	- 117-00-110	- 6162	
Control No:	B1011-0822			
From Amount:		808.00-		808.00-
To Amount:		808.00		808.00

Text: Counselors will not be doing any more extra service at Clyde C. Miller.

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

13 SAP Hierarchy Doc #: 0501788717
SAP Entry Doc #: 0501788679

From:	110-2411	- 117-00-110	- 6363	3,000.00-
	110-2411	- 117-00-110	- 6381	1,000.00-
	110-2411	- 117-00-110	- 6383	1,000.00-
To:	110-2411	- 117-00-110	- 6162	1,000.00
	110-2411	- 117-00-110	- 6162	1,000.00
	110-2411	- 117-00-110	- 6162	3,000.00

Control No: B1011-0822

From Amount: 5,000.00-

To Amount: 5,000.00

Text: Counselors will not be doing any more extra service at Clyde C. Miller.

14 SAP Hierarchy Doc #: 0501788722
SAP Entry Doc #: 0501788684

From:	110-2411	- 117-00-110	- 6381	382.50-
	110-2411	- 117-00-110	- 6381	140.00-
To:	110-2411	- 117-00-110	- 6261	140.00
	110-2411	- 117-00-110	- 6231	382.50

Control No: B1011-0822

From Amount: 522.50-

To Amount: 522.50

Text: Counselors will not be doing any more extra service at Clyde C. Miller.

15 SAP Hierarchy Doc #: 0501788724
SAP Entry Doc #: 0501788686

From:	120-2122	- 117-55-120	- 6231	61.81-
	120-2122	- 117-55-120	- 6261	22.62-
To:	110-2411	- 117-00-110	- 6261	22.62
	110-2411	- 117-00-110	- 6231	61.81

Control No: B1011-0822

From Amount: 84.43-

To Amount: 84.43

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

Text: Counselors will not be doing any more extra service at Clyde C. Miller.

16 SAP Hierarchy Doc #: 0501788738
SAP Entry Doc #: 0501788700

From:	110-2411	- 503-00-110	- 6411	1,000.00-
	110-2411	- 503-00-110	- 6443	357.00-
	110-2411	- 503-00-110	- 6363	200.00-
To:	110-2411	- 503-00-110	- 6383	200.00
	110-2411	- 503-00-110	- 6383	357.00
	110-2411	- 503-00-110	- 6383	1,000.00

Control No: B1011-0853

From Amount:

1,557.00-

TO Amount:

1,557.00

Text: Appropriations are required to attend gifted conference in Atlanta, Georgia for Kennard School.

17 SAP Hierarchy Doc #: 0501788811
SAP Entry Doc #: 0501788773

From:	110-2411	- 377-00-110	- 6149	750.00-
	110-2411	- 377-00-110	- 6363	628.17-
	110-2411	- 377-00-110	- 6231	57.37-
	110-2411	- 377-00-110	- 6261	21.00-
To:	110-2411	- 377-00-110	- 6383	1,456.54

Control No: B1011-0953

From Amount:

1,456.54-

TO Amount:

1,456.54

Text: Reallocating funds to pay for Melvin Williams to attend the National Middle School Conference in Baltimore, MD from November 3-5, 2010.

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

18 SAP Hierarchy Doc #: 0501788808
SAP Entry Doc #: 0501788770

From:	110-2577	- 981-00-110	- 6319	362,129.82-
To:	110-2577	- 820-00-110	- 6319	362,129.82

Control No: B1011-0965

From Amount: 362,129.82-

To Amount: 362,129.82

Text: Move of dollars earmarked for library book replacement, 478K, and savings from xerox contract, 326K, into central budget account 820. Part of plan to identify cost savings opportunities to reduce FY expenditures.

Monthly Budget Report
 Dates: 10-01-2010 - 10-31-2010
 Fiscal Year: 2010 - 2011

120-INCIDENTAL

- 1 SAP Hierarchy Doc #: 0501678584
 SAP Entry Doc #: 0501678546

From:	110-2411	- 323-00-110	- 6541	
To:	120-1131	- 323-55-120	- 6143	
Control No:	B1011-0782			
From Amount:		2,263.80-		2,263.80-
To Amount:		2,263.80		2,263.80

Text: Reallocate funds to pay General Education Team Leader Spreadsheet for Gateway Middle School.

- 2 SAP Hierarchy Doc #: 0501788745
 SAP Entry Doc #: 0501788707

From:	110-2411	- 194-00-110	- 6411	
To:	120-1151	- 194-55-120	- 6143	
Control No:	B1011-0860			
From Amount:		1,919.70-		1,919.70-
To Amount:		1,919.70		1,919.70

Text: Extra Service for Northwest School for fiscal 2010-2011 school year.

- 3 SAP Hierarchy Doc #: 0501678586
 SAP Entry Doc #: 0501678548

From:	110-2411	- 323-00-110	- 6319	
To:	120-1211	- 323-55-120	- 6143	
Control No:	B1011-0785			
From Amount:		754.60-		754.60-
To Amount:		754.60		754.60

Text: Reallocate funds to pay Special Education Team Leader Spreadsheet.

Monthly Budget Report
Dates: 10-01-2010 - 10-31-2010
Fiscal Year: 2010 - 2011

4 SAP Hierarchy Doc #: 0501788743
SAP Entry Doc #: 0501788705

From:	110-2411	- 194-00-110	- 6411	840.00-
To:	120-1211	- 194-55-120	- 6143	840.00
Control No:	B1011-0859			
From Amount:		840.00-		
To Amount:		840.00		

Text: Extra Service for Northwest School for fiscal 2010-2011 fiscal year.

5 SAP Hierarchy Doc #: 0501678591
SAP Entry Doc #: 0501678553

From:	110-2411	- 323-00-110	- 6319	550.60-
To:	110-2411	- 323-00-110	- 6312	200.00-
	120-1411	- 323-55-120	- 6143	200.00
	120-1411	- 323-55-120	- 6143	550.60
Control No:	B1011-0790			
From Amount:		750.60-		
To Amount:		750.60		

Text: Reallocate funds to pay Non-Athletic Extra Service Spreadsheet at Gateway Middle School.

6 SAP Hierarchy Doc #: 0501788733
SAP Entry Doc #: 0501788695

From:	110-2122	- 880-00-110	- 6383	1,531.20-
To:	120-2122	- 880-55-120	- 6143	1,531.20
Control No:	B1011-0854			
From Amount:		1,531.20-		
To Amount:		1,531.20		

Text: Transfer monies to set up a line item to pay Extra Services for Guidance Counselors.

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

7 SAP Hierarchy Doc #: 0501788742
SAP Entry Doc #: 0501788704

From:	110-2411	- 510-00-110	- 6143	1,000.00-
To:	120-2411	- 510-00-120	- 6143	1,000.00

Control No: B1011-0858

From Amount: 1,000.00-

To Amount: 1,000.00

Text: Extra service budget for morning literacy and after school program at
Lexington Elementary School.

Monthly Budget Report
Dates: 10-01-2010 - 10-31-2010
Fiscal Year: 2010 - 2011

221-EARLY CHILDHOOD SPEC

- 1 SAP Hierarchy Doc #: 0501678521
SAP Entry Doc #: 0501678483

From: 221-1243 - 828-00-221 - 6341 4,000.00-
To: 221-1243 - 828-00-221 - 6383 4,000.00

Control No: B1011-0717

From Amount: 4,000.00-

To Amount: 4,000.00

Text: Transfer funds to cover travel expenses for the 26th Annual International Conference on Young People with Special Needs and Their Families, October 14-17, 2010 in Kansas City, Missouri. The attendees are Sheryl Davenport, Marlene Mestres and Jennifer Walker.

- 2 SAP Hierarchy Doc #: 0501788749
SAP Entry Doc #: 0501788711

From: 221-1243 - 828-00-221 - 6341 1,000.00-
To: 221-1243 - 828-00-221 - 6383 1,000.00

Control No: B1011-0862

From Amount: 1,000.00-

To Amount: 1,000.00

Text: Kathy Hesse will be attending the National Association for Education of Young Children (NAEYC) 2010 Annual Conference and Expo in Anaheim, CA.

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

231-TITLE I IASA 98/99

- 1 SAP Hierarchy Doc #: 0501788750
SAP Entry Doc #: 0501788712

From:	231-1127	- 377-AM-231	- 6112	43,467.00-
	231-1127	- 377-AM-231	- 6211	5,114.72-
	231-1127	- 377-AM-231	- 6241	4,787.50-
	231-1127	- 377-AM-231	- 6231	2,445.47-
	231-1127	- 377-AM-231	- 6261	895.07-
	231-1127	- 377-AM-231	- 6245	353.96-
	231-1127	- 377-AM-231	- 6242	146.64-
	231-1127	- 377-AM-231	- 6246	94.76-
	231-1127	- 377-AM-231	- 6243	28.50-
	231-1127	- 377-AM-231	- 6244	11.15-
	231-1127	- 377-AM-231	- 6124	11,500.00
	231-1127	- 377-AM-231	- 6411	45,844.77
To:				

Control No: B1011-0863

From Amount:

57,344.77-

To Amount:

57,344.77

Text: To transfer Title 1A funds to adjust funds due to staffing and fringe
benefits adjustments at Yeatman Middle School for the 2010-2011
Fiscal Year.

- 2 SAP Hierarchy Doc #: 0501678541
SAP Entry Doc #: 0501678503

From:	231-1177	- 173-AD-231	- 6143	25,000.00-
	231-1177	- 173-AD-231	- 6541	25,000.00-
	231-1177	- 173-AD-231	- 6411	15,000.00-
	231-1177	- 173-AD-231	- 6441	6,000.00-
	231-1177	- 173-AD-231	- 6231	1,912.50-
	231-1177	- 173-AD-231	- 6261	700.00-
	231-1177	- 173-AD-231	- 6542	73,612.50
To:				

Control No: B1011-0743

From Amount:

73,612.50-

To Amount:

73,612.50

Text: To purchase (70) desktop computers for students at Soldan High School

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

3 SAP Hierarchy Doc #: 0501788706
SAP Entry Doc #: 0501788668

From:	231-1177	- 144-AD-231	- 6384	
To:	231-1177	- 144-AD-231	- 6383	
Control No:	B1011-0808			
From Amount:		1,200.00-		1,200.00-
To Amount:		1,200.00		1,200.00

Text: Transfer Title I A Funds to attend professional development conference, The Writing Institute Conference, in Chicago, Illinois from October 21-23, 2010. The attendees are M. Kathryn Lamb and Cynthia Buehler.

4 SAP Hierarchy Doc #: 0501788780
SAP Entry Doc #: 0501788742

From:	231-1127	- 814-AM-231	- 6371	
To:	231-2213	- 847-BS-231	- 6244	
	231-2213	- 847-BS-231	- 6243	
	231-2213	- 847-BS-231	- 6246	
	231-2213	- 847-BS-231	- 6242	
	231-2213	- 847-BS-231	- 6245	
	231-2213	- 847-BS-231	- 6261	
	231-2213	- 847-BS-231	- 6231	
	231-2213	- 847-BS-231	- 6241	
	231-2213	- 847-BS-231	- 6211	
	231-2213	- 847-BS-231	- 6111	
Control No:	B1011-0927			
From Amount:		450,750.00-		450,750.00-
To Amount:		450,750.00		95.40
				529.50
				1,041.30
				1,375.10
				2,036.10
				9,113.33
				24,898.91
				34,108.20
				52,076.16
				325,476.00

Text: To transfer Title 1A funds to set up staffing and fringe benefits for curriculum supervisors - central office for fiscal year 2010-2011.

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

360-INCIDENTAL

1 SAP Hierarchy Doc #: 0501760692
SAP Entry Doc #: 0501760654

From:	110-2551	- 918-00-110	- 6319	46,000.00-
To:	360-5115	- 918-00-360	- 6319	46,000.00
Control No:	B1011-0794			
From Amount:		46,000.00-		
To Amount:		46,000.00		

Text: Moving the Enterprise leasing contract to location 918, Transportation. Contract covers fuel maintenance and leasing of 10 vehicles in the fleet. All remaining vehicles will cover leasing. Starting fleet management structure in fiscal 2011-2012 upon which additional vehicles will be covered for fuel and maintenance (as well as leasing).

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

621-TITLE VI 98-99

- 1 SAP Hierarchy Doc #: 0501678539
SAP Entry Doc #: 0501678501

From:	621-2214	- 859-YJ-621	- 6312	214,834.00-
	621-2214	- 859-YJ-621	- 6312	110,754.00-
To:	621-1177	- 814-AD-621	- 6371	110,754.00
	621-1177	- 976-AD-621	- 6641	214,834.00

Control No: B1011-0734

From Amount: 325,588.00-

To Amount: 325,588.00

Text: To transfer Title IIA funds to set up personnel for fiscal year
2010-2011.

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

640-FED STIMULUS-TITLE I

- 1 SAP Hierarchy Doc #: 0501682195
SAP Entry Doc #: 0501682157

From:	640-1177	- 814-AD-640	- 6371	96,684.50-
	640-1177	- 814-AD-640	- 6371	77,017.50-
	640-1177	- 814-AD-640	- 6371	70,530.50-
	640-1177	- 814-AD-640	- 6371	65,699.50-
	640-1177	- 814-AD-640	- 6371	63,629.50-
	640-1177	- 814-AD-640	- 6371	59,548.50-
	640-1177	- 814-AD-640	- 6371	34,642.50-
	640-1177	- 814-AD-640	- 6371	33,176.50-
	640-1177	- 814-AD-640	- 6371	15,870.50-
	640-1177	- 114-AD-640	- 6371	9,384.50-
	640-1177	- 814-AD-640	- 6143	9,000.00-
	640-1177	- 814-AD-640	- 6371	7,219.50-
	640-1177	- 114-AD-640	- 6231	688.50-
	640-1177	- 114-AD-640	- 6261	252.00-
	640-1177	- 114-AD-640	- 6371	252.00
	640-1177	- 114-AD-640	- 6371	688.50
	640-1177	- 114-AD-640	- 6371	7,219.50
	640-1177	- 114-AD-640	- 6371	9,000.00
	640-1177	- 694-AD-640	- 6371	9,384.50
	640-1177	- 144-AD-640	- 6371	15,870.50
	640-1177	- 194-AD-640	- 6371	33,176.50
	640-1177	- 193-AD-640	- 6371	34,642.50
	640-1177	- 125-AD-640	- 6371	59,548.50
	640-1177	- 186-AD-640	- 6371	63,629.50
	640-1177	- 183-AD-640	- 6371	65,699.50
	640-1177	- 117-AD-640	- 6371	70,530.50
	640-1177	- 173-AD-640	- 6371	77,017.50
	640-1177	- 111-AD-640	- 6371	96,684.50

To:

Control No: B1011-0791

From Amount: 543,344.00-

To Amount: 543,344.00

Text: To Transfer Stimulus Title I Funds to set up distributions for the
Title I High Schools and adjust Nottingham School for the 2010-2011

Monthly Budget Report
 Dates: 10-01-2010 - 10-31-2010
 Fiscal Year: 2010 - 2011

fiscal year.

2 SAP Hierarchy Doc #: 0501678587
 SAP Entry Doc #: 0501678549

From:	640-2113	- 814-00-640	- 6371	1,346,679.00-
	640-2113	- 814-00-640	- 6371	215,468.64-
	640-2113	- 814-00-640	- 6371	195,366.22-
	640-2113	- 814-00-640	- 6371	103,020.94-
	640-2113	- 814-00-640	- 6371	37,707.01-
	640-2113	- 814-00-640	- 6371	12,385.04-
	640-2113	- 814-00-640	- 6371	7,384.76-
	640-2113	- 814-00-640	- 6371	5,419.52-
	640-2113	- 814-00-640	- 6371	2,547.18-
	640-2113	- 814-00-640	- 6371	537.95-
	640-2113	- 880-00-640	- 6244	537.95
	640-2113	- 880-00-640	- 6243	2,547.18
	640-2113	- 880-00-640	- 6246	5,419.52
	640-2113	- 880-00-640	- 6242	7,384.76
	640-2113	- 880-00-640	- 6245	12,385.04
	640-2113	- 880-00-640	- 6261	37,707.01
	640-2113	- 880-00-640	- 6231	103,020.94
	640-2113	- 880-00-640	- 6241	195,366.22
	640-2113	- 880-00-640	- 6211	215,468.64
	640-2113	- 880-00-640	- 6113	1,346,679.00

To:

Control No: B1011-0789
 From Amount: 1,926,516.26-
 To Amount: 1,926,516.26
 Text: To transfer Stimulus Title I Funds to set up Social Workers Salaries
 and Fringes for the 2010-2011 fiscal year.

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

3 SAP Hierarchy Doc #: 0501678588
SAP Entry Doc #: 0501678550

From:	640-2134	- 814-00-640	- 6371	1,205,540.00-
	640-2134	- 814-00-640	- 6371	192,886.40-
	640-2134	- 814-00-640	- 6371	184,307.75-
	640-2134	- 814-00-640	- 6371	92,223.81-
	640-2134	- 814-00-640	- 6371	33,755.12-
	640-2134	- 814-00-640	- 6371	11,684.00-
	640-2134	- 814-00-640	- 6371	6,966.75-
	640-2134	- 814-00-640	- 6371	5,112.75-
	640-2134	- 814-00-640	- 6371	2,403.00-
	640-2134	- 814-00-640	- 6371	507.50-
To:	640-2134	- 880-00-640	- 6244	507.50
	640-2134	- 880-00-640	- 6243	2,403.00
	640-2134	- 880-00-640	- 6246	5,112.75
	640-2134	- 880-00-640	- 6242	6,966.75
	640-2134	- 880-00-640	- 6245	11,684.00
	640-2134	- 880-00-640	- 6261	33,755.12
	640-2134	- 880-00-640	- 6231	92,223.81
	640-2134	- 880-00-640	- 6241	184,307.75
	640-2134	- 880-00-640	- 6211	192,886.40
	640-2134	- 880-00-640	- 6113	1,205,540.00

Control No: B1011-0788

From Amount: 1,735,387.08-

To Amount: 1,735,387.08

Text: To Transfer Stimulus Title I Funds to Set Up Nurses Salaries and
Fringes for the 2010-2011 fiscal year.

4 SAP Hierarchy Doc #: 0501678589
SAP Entry Doc #: 0501678551

From:	640-2213	- 981-JU-640	- 6371	60,100.00-
	640-2213	- 981-JU-640	- 6371	9,616.00-
	640-2213	- 981-JU-640	- 6371	7,372.31-
	640-2213	- 981-JU-640	- 6371	4,597.65-
	640-2213	- 981-JU-640	- 6371	1,682.80-
	640-2213	- 981-JU-640	- 6371	467.36-

Monthly Budget Report

Dates: 10-01-2010 - 10-31-2010

Fiscal Year: 2010 - 2011

640-2213	- 981-JU-640	- 6371	278.67-
640-2213	- 981-JU-640	- 6371	204.51-
640-2213	- 981-JU-640	- 6371	96.12-
640-2213	- 981-JU-640	- 6371	20.30-
640-2213	- 981-JU-640	- 6244	20.30
640-2213	- 981-JU-640	- 6243	96.12
640-2213	- 981-JU-640	- 6246	204.51
640-2213	- 981-JU-640	- 6242	278.67
640-2213	- 981-JU-640	- 6245	467.36
640-2213	- 981-JU-640	- 6261	1,682.80
640-2213	- 981-JU-640	- 6231	4,597.65
640-2213	- 981-JU-640	- 6241	7,372.31
640-2213	- 981-JU-640	- 6211	9,616.00
640-2213	- 981-JU-640	- 6123	60,100.00

To:

Control No: B1011-0787

From Amount:

To Amount:

84,435.72-

84,435.72

Text: To Transfer Stimulus Title II Funds to set up staffing for the Technology Department for the 2010-2011 fiscal year.



BOARD RESOLUTION

Date: November 4, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 11-30-10-12

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 12-03-09-02

Prior Year Cost \$86,940.00

SUBJECT: To approve the contract renewal of the Microsoft Services Premier Agreement to provide problem resolution support that covers Technology systems, 24/7, training, and workshops that keep the Technology staff up to date on the latest technologies at a cost not to exceed. The support will be for the period December 1, 2010 through November 30, 2011.

BACKGROUND: As a Premier Support customer, SLPS will be provided flexible assistance that includes proactive planning and support, onsite training and best practices, in-depth workshops, and a comprehensive suite of online information services designed to meet the District's complex support needs. SLPS will have access to technical support professionals who provide rapid problem resolutions 24 hours a day, seven days a week. In addition Premier provides a designated Technical Account Manager and support team to optimize the efficiency of IT and maximize the benefits of Microsoft technology solutions - last year we utilized over 80+ hours on assistance with the Conflicker Virus.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: 6.4.3

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

Fund Source: 110-2828-6319-981-75	GOB	Requisition #: 10121161
Amount: \$90,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$90,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600007990


Department: Technology Services

Requestor: J. F. Larry

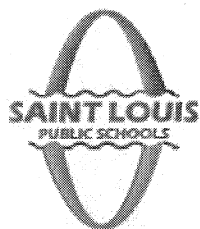

Dr. Jesolyn Larry, Interim Chief Information Ofr.


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

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Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 11-3-2010
Dept / School: Information Technology		Reported By: J. F. Larry
Vendor: Microsoft		Vendor #: 600007990
Contract # / P.O. #: 4500150869		Contract Name:
Contract Amount: \$ 86,940.00		Award Date: 12-03-09
Purpose of Contract (Brief Description): To provide problem resolution support for all technology systems.		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 X 4 3 2 1	
Timeliness of Delivery or Performance	5 X 4 3 2 1	
Business Relations	5 X 4 3 2 1	
Customer Satisfaction	5 X 4 3 2 1	
Cost Control	5 4 X 3 2 1	
Average Score	4.8	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

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

Performance Ratings Guidelines

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

Performance Categories Descriptions

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



BOARD RESOLUTION

Date: November 3, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 11-30-10-13

Information: ☐

Action: ☒

Action to be Approved: Contract

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

SUBJECT: To ratify a sole source contract with Pauline Moley for consulting and training services based on the University of Arkansas - Little Rock (UALR) Literacy Model, September 16, 2010 through June 1, 2011 at a cost not to exceed \$8,500.00.

BACKGROUND: Comprehensive Literacy is a school-reform model dedicated to increasing student achievement. The model was piloted in seven high poverty schools with an average poverty level of 60 percent. At the end of the pilot year, first grade students had made significant gains on benchmark assessments and standardized tests. The consultant will provide targeted professional development for differentiated instruction in literacy, including small group, whole group, and individual conferences to meet the diverse needs of all learners, she will then work with teachers in their classrooms to support the transfer of knowledge into classroom practice.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A

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

Fund Source: 458-AM- 231- 1127- 6319	Non-GOB	Requisition #: 10120099
Amount: \$8,500.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$8,500.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600012440

Department: Farragut Elementary

Requestor: Patricia Cox

Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Interim Budget Director

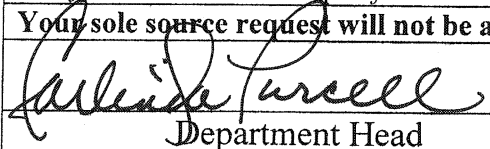
Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Patricia Cox	Date: November 2, 2010
Department / School: Farragut	Phone Number: 314 531-1198
<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)	
Requesting professional development and coaching of teachers in the effective implementation of the Comprehensive Literacy Model at Farragut Elementary.	
Vendor Name: Pauline F. Moley, Ph.D	Email: pmoley@ualr.edu
Vendor Contact: 46 Westfield ct. Little Rock, AR 72210	Phone Number: 501-837-8358
Justification Information	
1. Why the uniquely specified goods are required?	
To change the achievement profile of a school by: <ul style="list-style-type: none">• providing high quality interventions that increase literacy levels of low performing children• training and professional development for teachers that increase knowledge and expertise in teaching the lowest children.	
2. Why good or services available from other vendors /competitors are not acceptable?	
The Comprehensive Literacy model has four essential components with in the school: classroom literacy framework, school-embedded professional development, intervention for struggling learners.	
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	11/4/10- Date
CFO	Date
Superintendent	Date

Requisition #: _____

Vendor #: _____

CONSULTANT SERVICE AGREEMENT
BETWEEN
Special Administrative Board of the
Transitional School District of the City of St. Louis
AND
Pauline F. Moley, PhD

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 7th day of September, 2010 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and "**Pauline Moley**" (hereinafter "Consultant"). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 497-5609073

Address: 46 Westfield Ct, Little Rock, AR 72210

Contact Person: Pauline Moley

Telephone Number: 501-837-8358

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

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

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

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

1. **TERM**: The Consultant shall commence performance of this Agreement on the **16 Day of September, 2010**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **1st Day of June 2011**.
2. **SCOPE OF SERVICES**: The Consultant shall provide services described more fully in Attachment "A" Scope of Services attached hereto, incorporated herein, and made a part of this Agreement ("Scope of Services" or "Services").
3. **PERFORMANCE**: The Consultant agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of Consultant's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Consultant of this responsibility.

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of \$ 8,400.00 upon full completion of services outlined in the scope of services.

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

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

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

8. RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES

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

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

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

9. CONFIDENTIALITY

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

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

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

11. **WARRANTY FOR SERVICES** Consultant warrants and represents to the District that Consultant possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Consultant further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.
12. **REMEDIES FOR UNSATISFACTORY SERVICES** In the event Consultant fails to provide the Services consistent with the warranties and representations set forth in Section 8 above, the District at its option, may: (a) require Consultant to reperform the unsatisfactory Services at no cost to the District; (b) refuse to pay Consultant for Services, unless and until Services are corrected and performed satisfactorily; (c) require Consultant to reimburse the District for all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed mutual and severable, and not exclusive.
13. **INSURANCE** Consultant shall maintain occurrence-based insurance including comprehensive general liability in the amounts specified in Attachment A. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

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

14. **TERMINATION**

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

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

- c. **Effect of Termination on the Parties Obligations.** Upon termination of this Agreement for any reason, the parties shall have no further obligations under this Agreement, except as expressly set forth in this Agreement.
- d. **Return of Documentation.** Upon the expiration or termination of this Agreement, the Consultant shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Consultant hereunder.

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

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

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

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

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

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

20. **MODIFICATION** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties
21. **NOTICE** Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or via a nationally recognized overnight courier service and addressed:
- | | |
|--------------------------------|---|
| <u>To the District:</u> | The Special Administrative Board of the Transitional
School District of the City of St. Louis
801 North 11 th Street
St. Louis, MO 63101
Attn: Superintendent- <u>Legal Notice Enclosed</u> |
| <u>To Consultant:</u> | Pauline Moley, PhD
46 Westfield Ct
Little Rock, AR 72210
<u>Legal Notice Enclosed</u> |
- If such notice is sent by first class or express mail, it shall be deemed to have been given to the person entitled thereto three (3) days after deposit in the United States mail, or if by Federal Express or the overnight courier service, the day after delivery to such service, for delivery to that person.
22. **WAIVER** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.
23. **SEVERABILITY** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
24. **HEADINGS** The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.
25. **COUNTERPARTS** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

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

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

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

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

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

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

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

30. CONSULTANT'S PERSONNEL

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

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

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

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

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

33. **USE OF DATA / INFORMATION** Information and other data developed or acquired by or furnished to Consultant in the performance of this Agreement shall remain the District's property and shall be used only in connection with the Services provided to the District.
34. **DEFINITION** For purposes of this Agreement, the term "person" shall mean any natural person, firm, association, partnership, corporation or other form of legal entity.
35. **AUTHORIZATION:** this Agreement is authorized by:
- ☐ Board Resolution # _____, attached hereto.
- Or
- ☒ Other. Please describe and attach appropriate documentation
- Or under \$5,000
- ☐ Emergency Request
36. **DELIVERABLES:** Please list the specific deliverables associated with this Agreement.
- (See attached Scope of Services for Details)

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

PAULINE MOLEY
46 Westfield Court
Little Rock, AR 72210
501-837-8358

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

By: Pauline Moley 

Title: Consultant

Date: 9-20-10

Tax I.D. No 407-56-9073

By: _____

Title: _____

Date: _____

ATTACHMENT A**SCOPE OF SERVICES**☒ **Consultant Services**

- a. Provide training in the components of Balanced Literacy based on the UALR/PCL Model
- b. Observe in classrooms, coach teachers, provide specific plans for growth
- c. Conduct literacy team meetings to ensure seamless implementation across the school and grade levels
- d. Provide training in administering, scoring, and analyzing assessment instruments.
- e. Provide training in using data to drive instruction to meet the varying needs of all students.

☒ **Insurance Coverage**

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

PAYMENT SCHEDULE

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

CONTRACT COSTS AND EXPENSES
TO BE PAID BY DISTRICT

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

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____

ATTACHMENT B

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

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

Accordingly, your company:

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

By: Pauline Moley (signature)

Printed Name and Title: Pauline Moley, PhD

For and on behalf of: N/A (company name)

ATTACHMENT C

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

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

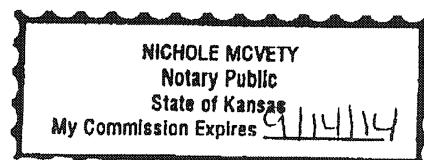
FURTHER AFFIANT SAYETH NOT.

By: Rachel Moley (individual signature)
For N/A (company name)
Title: N/A

Subscribed and sworn to before me on this 8th November
20 day of September, 2010.

Nichole McVety
NOTARY PUBLIC

My commission expires: 9/14/14



[UALR Home](#)[Journal](#)[Literacy Academy](#)[Summer Institutes](#)[Reading Recovery Conference](#)

Partnerships in Comprehensive Literacy

[PDF](#) [PRINT](#) [EMAIL](#)

The Partnership Logo

The University of Arkansas at Little Rock (UALR) Partnerships in Comprehensive Literacy (PCL) is a school-reform model dedicated to increasing student achievement. The model uses literacy as a tool for measuring school improvement in four related areas: student learning, teacher perceptions, school climate, and school processes. The logo of the interlocking diamonds symbolizes the dynamic, continuous relationship between a school's literacy program and the educational agencies and policies that influence school improvement. The first diamond represents the relationship of four essential components within the school: classroom literacy framework, school-embedded professional development, intervention programs for struggling learners, and accountability and research. The second diamond represents the relationship between four educational agencies: public school, university, state education department, and state legislators. The power of the UALR model is symbolized in a partnership design that acknowledges school change as a dynamic, continuous process that requires commitment and collaboration at many levels. The University of Arkansas at Little Rock is recognized as a national leader in literacy reform. A significant number of school districts in Arkansas and across the United States have partnered with UALR in implementing the Partnerships in Comprehensive Literacy Model.

Since 1993, UALR leaders have researched and refined this design, which has become the cornerstone of the Arkansas Comprehensive Intervention Model. In 1999, UALR developed the Arkansas Comprehensive Literacy Model (CLM), which included the training of school-based literacy coaches. With grant support from the Arkansas Department of Education (ADE), the model was piloted in seven high poverty schools with an average poverty level of 60 percent. At the end of the pilot year, first grade students had made significant gains on benchmark assessments and standardized tests. Based on these results, the ADE's literacy initiatives have utilized components of the Arkansas Comprehensive Literacy Model in their professional development models: classroom literacy framework, early intervention programs, assessment walls, team meetings, and literacy coaches. UALR's historical journey of literacy partnerships has expanded beyond Arkansas, across the United States, and abroad. In 2005, the name Arkansas Comprehensive Literacy model was changed to Partnerships in Comprehensive Literacy (PCL) to acknowledge this international network of literacy partners.

An essential element of the PCL model is the training of literacy coaches. Since 1999, UALR has offered a specialized program of study for the preparation of literacy coaches. UALR is an NCATE accredited university where teachers can receive training for a certificate diploma as a literacy coach. The UALR program, which meets the professional standards of the International Reading Association, includes preparation in four critical areas: 1) literacy instruction and assessment, 2) supervision and coordination of a school's literacy program, 3) coaching and mentoring teachers, and 4) research in language and literacy-related areas. Using an apprenticeship framework, literacy coaches work in a school setting at the same time they are being trained. The UALR training staff conducts site visits to observe the literacy coach in all aspects of the coaching role: 1) teaching children, 2) coaching teachers, 3) conducting professional development, and 4) analyzing and reporting on school data.

In comprehensive literacy schools, the data are studied to determine progression over time in four related areas: demographics, perceptions, processes, and achievement. Literacy team meetings provide a collaborative context for analyzing school data, identifying problems, posing solutions, evaluating choices, and making recommendations. Intervention team meetings are used to review student data and select appropriate interventions that include Reading Recovery for the most tangled first grades and small group services for other needy students. Progress monitoring, program evaluation, and school plans are critical components of a comprehensive literacy model for continuous school improvement.

A goal of the Partnerships in Comprehensive Literacy model is to develop a seamless transition across school programs, curriculum approaches, and assessment systems. An emphasis is placed on creating professional communities within schools where teachers collaborate on teaching and



learning issues. Since 1999, the PCL model has been replicated in over 100 K-6 schools across Arkansas and the United States. In 2005, the elementary design was refined to include training for middle schools with plans to extend the design to the secondary levels.

Next >





BOARD RESOLUTION

Date: November 19, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 12-16-10-01

Information: ☐

Action: ☒

Action to be Approved:
Acceptance of Funds/Funding

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

SUBJECT: To accept funds and authorize the expenditure of the funds for the expansion of the FY10-11 eMINTS program from DESE for a Data Team Project for the period December 17, 2010 through June 30, 2011 in the amount not to exceed \$68,965.00.

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

Accountability Plan Goals: Goal I: Student Performance

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

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

Fund Source: 193-UN-291-1351-6319	Non-GOB	Requisition #: NA
Amount: \$68,965.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$68,965.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600013888

Department: Carnahan High School

Requestor: Terrell Henderson

Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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Board Resolution

Date: November 18, 2010

Agenda Item: 12-16-10-02

To: Dr. Kelvin R. Adams, Superintendent

Information: _____

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

Action: X

Action to be Approved:

Other Transaction Descriptors: _____

X RFP/Bid

RFP # 009-1011

SUBJECT:

To authorize the Lutheran Association for Special Education (LASE) and the English Tutoring Project as Title III vendors to provide English for Speakers of Other Languages (ESOL) Services for non-public schools in St. Louis City and to approve contracting with both vendors to provide the services for the period December 17, 2010 through June 30, 2011. The total combined cost of the services will not exceed \$48,434.72. An option to renew these contracts for up to 2 additional years with an annual approval by the Board is also requested.

BACKGROUND:

Under Title III, SLPS is the given the responsibility for providing ESOL Services to the parochial school English Language Learners in the City of St. Louis. SLPS will provide the services through the two vendors listed above. The vendors will provide an assessment of each student upon the start of service to create a baseline and benchmark assessment to monitor progress. The vendors will then provide tutoring in the English language and professional development for ESOL program teachers and administrators.

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy: III.A.

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

Fund Source: 838 - YL - 621 - 3411 - 6312

Non GOB

Requisition #: 10121396, 10121397

Amount: \$ 48,434.72

Title III

Fund Source: - - - -

Requisition #:

Amount:

Fund Source: - - - -

Requisition #:

Amount:

Cost not to Exceed: \$ 48,434.72

Pending Funding Availability Vendor #: Various

Department: ESOL Program

Angela Banks, Interim Budget Director

Requestor: Nahed Chapman

Enos Moss, CFO/Treasurer

Dr. Carlinda Purcell, Dep. Supt. - Academics

Dr. Kelvin R. Adams, Superintendent

RFP 009-1011 Response Evaluation

Accreditation of Prospective Vendors

	<u>English Tutoring Project</u>	<u>Lutheran Association for Special Education</u>
Certified Staff	30	30
Staff with ESOL Teaching Experience	25	20
Staff with ELL Assessment Experience	20	15
Ability to closely monitor progress	10	10
Ability to align language acquisition with content	<u>10</u>	<u>10</u>
Total Points	95	85
	<u>Approved</u>	<u>Approved</u>



BOARD RESOLUTION

Date: November 18, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 12-16-10-03

Information: ☐

Action: ☒

Action to be Approved: Purchase of Good (s)

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

SUBJECT: To approve the purchase of medical equipment from Pocket Nurse under the approval of the 2010-11 Enhancement Grant for a cost not to exceed \$21,253.99.

BACKGROUND: The equipment purchased will be used to upgrade the Health Occupations - Direct Patient Care Program at Clyde C. Miller Career Academy. The equipment and vendor have been approved by DESE under the 2010-11 Enhancement Grant. The grant reimburses the District up to 75% of the cost of equipment and 50% of the cost of supplies.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 1.B.5.a

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

Fund Source: 826-K5-110-2492-6541	GOB	Requisition #: 10121364
Amount: 21,253.99		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$21,253.99	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600000444

Department: Career and Technical Ed.

Requestor: Tim M. Murrell

Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Interim Budget Director

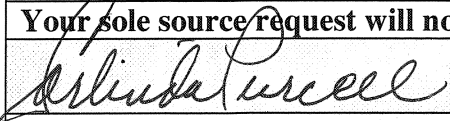
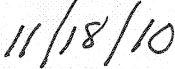
Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Tim M. Murrell	Date: 11/16/2010
Department / School: Career and Technical Education	Phone Number: (314) 345-4530
<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)	
Provide medical equipment for the Health Occupations – Direct Patient Care Program at Clyde C. Miller Career Academy. The equipment and vendor have been approved by DESE under the 2010-11 Enhancement Grant.	
Vendor Name: Pocket Nurse	Email:
Vendor Contact: Chris Martinez	Phone Number 412-630-2950
Justification Information	
1. Why the uniquely specified goods are required?	
2. Why good or services available from other vendors /competitors are not acceptable?	
Vendor approved by DESE under Enhancement Grant	
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:	
<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.



Page	Date	QUOTE #
1	11/1/2010	223022

200 1st St. * Ambridge, PA 15003-2194
 Tel: 412.630.2950 * Fax 412.630.2951
 E-mail: info@pocketnurse.com * Federal ID: 25-1763055

S O L D T O	ACCOUNTS PAYABLE ST. LOUIS PUBLIC SCHOOLS BOARD OF EDUCATION 801 N. 11TH ST. SAINT LOUIS, MO 63101-1015	S H I P T O	
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Customer No.	Sales I.D.	PO #	Media Code	Terms
9367	18			NET 30

ATTENTION: New Pocket Nurse Remit To Address (Payables Only)
 200 1st Street Ambridge PA 15003-2194
 PRODUCTS ARE SOLD SOLELY FOR HEALTHCARE EDUCATION PURPOSES

QUOTE ***** QUOTE ***** QUOTE ***** QUOTE ***** QUOTE ***** QUOTE *****

Qty	Item#	Description	Unit Price	Disc	Extension
1	01-24-6001	Welch Allyn Atlas Monitor Each	\$5,432.00	--	\$5,432.00
1	10-09-9762	Skills Video Series for Nurses & Nursing Assistants Each (5 DVD's)	\$1,950.00	--	\$1,950.00
1	10-81-S550	NOELLE Maternal and Neonatal Birthing Simulator Each	\$3,495.00	--	\$3,495.00
1	01-43-3100INTERP	Atria 3100 ECG Machine Each with interpretation includes free cart	\$4,395.00	--	\$4,395.00
1	01-43-8008	Burdick EKG Cart Each	\$0.00	--	\$0.00
1	04-50-3008	Refurbished Hill Rom 850 Bed Package Each	\$3,695.00	--	\$3,695.00
1	04-50-BSC LT. OAK	Hill Rom Classic Bedside Cabinet Each LT. OAK	\$0.00	--	\$0.00
1	04-50-B850LT OAK	Refurbished Hill Rom Centra 850 Bed with Mattress Each Light Oak	\$0.00	--	\$0.00
1	04-50-OBT2 LT. OAK	Refurbished Hill-Rom Overbed Table (DoubleTop) Each LT. OAK	\$0.00	--	\$0.00
1	04-76-HLSL	Hydraulic Lift with Sling Each Sling included with lift	\$1,002.00	--	\$1,002.00
1	04-76-1120	Hoyer Polydura Sling W/Chains Each	\$0.00	--	\$0.00

MERCHANDISE INVOICE TOTAL \$19,969.00

SHIPPING & HANDLING \$1,284.99

INVOICE TOTAL \$21,253.99

BALANCE FOR THIS ORDER \$21,253.99



BOARD RESOLUTION

Date: November 18, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 12-16-10-04

Information: ☐

Action: ☒

Action to be Approved: Purchase of Good (s)

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

SUBJECT: To approve the purchase of testing materials from National Occupational Competency Testing, Inc. (NOCTI) for Career and Technical Education course evaluations for a total cost not to exceed \$5,338.00.

BACKGROUND: The testing materials purchased will evaluate 75% of the students enrolled in Career and Technical Education courses throughout the District. This evaluation is being performed per DESE guidelines. Each district using Carl Perkins funds must evaluate its students based on a third party system. This vendor has been approved by DESE and Carl Perkins grant funds will be used to pay for the cost of the testing materials.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 1.B.4.d

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

Fund Source: 826-KZ-251-1394-6412	Non-GOB	Requisition #: 10121112
Amount: \$5,338.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$5,338.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600012763

Department: Career and Technical Ed.

Requestor: Tim M. Murrell


Dr. Carlinda Purcell, Dep. Supt., Academics


Angela Banks, Interim Budget Director

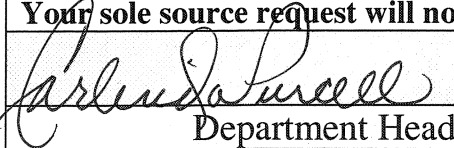

Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

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REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Tim M. Murrell	Date: 11/16/2010
Department / School: Career and Technical Education	Phone Number: (314) 345-4530
<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)	
Provide testing materials for Career and Technical Education course evaluations. This vendor has been approved by DESE.	
Vendor Name: National Occupational Competency Testing Inc. (NOCTI)	Email:
Vendor Contact: Julie Vanhala	Phone Number 1-800-334-6283
Justification Information	
1. Why the uniquely specified goods are required?	
2. Why good or services available from other vendors /competitors are not acceptable?	
Vendor approved by DESE for use with course evaluations.	
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:	
<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	11/18/10 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.

NOCTI

500 North Bronson Avenue
Big Rapids, MI 49307

Quote

Customer No.: STLOUIS

Quote No.: 100

Quote To: **St Louis Public Schools**

Attn: Paul Cady
801 North 11th Street
Saint Louis, MO 63101

Ship To: **St Louis Public Schools**

Attn: Barbara Major
801 North 11th Street
Saint Louis, MO 63101

Date	Ship Via		F.O.B.		Terms	
11/02/10			Origin		Net 30	
Purchase Order Number			Sales Person			Required
						11/02/10
Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
3				Online Performance-Post test Pre Engineering/Engineering Technology	19.00	57.00
15				Online Performance-Post test Medical Assisting	19.00	285.00
9				Medical Assisting	19.00	171.00
16				Online Performance-Post test Medical Assisting	19.00	304.00
6				Online Performance-Post test Medical Assisting	19.00	114.00
13				Online Performance-Post test Medical Assisting	19.00	247.00
5				Online Performance-Post test Visual Communications & Multimedia Design	19.00	95.00
5				Online Performance-Post test Computer Networking Fundamentals	19.00	95.00
7				Online Performance-Post test Building Trades Maintenance	19.00	133.00
1				Estimated Shipping	75.00	75.00
Quote subtotal						5338.00
Quote total						5338.00

Prices good through 06/30/2011.

Thank You

NOCTI

500 North Bronson Avenue
Big Rapids, MI 49307

Quote

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Attn: Paul Cady
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Date		Ship Via		F.O.B.		Terms	
11/02/10				Origin		Net 30	
Purchase Order Number			Sales Person			Required	
						11/02/10	
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
11				Online Performance-Post test Business Information Process	19.00	209.00	
14				Online Performance-Post test 21st Century Skills for Workplace Success	19.00	266.00	
10				Online Performance-Post test Computer Repair Technology	19.00	190.00	
19				Online Performance-Post test Electronics	19.00	361.00	
15				Online Performance-Post test Culinary Arts Prep Cook-I	19.00	285.00	
14				Online Performance-Post test Hospitality Management- Food & Beverage	19.00	266.00	
15				Online Performance-Post test Visual Communications & Multimedia Design	19.00	285.00	
18				Online Performance-Post test Medical Assisting	19.00	342.00	
15				Online Performance-Post test Health Assisting	19.00	285.00	
14				Online Performance-Post test Small Animal Science	19.00	266.00	
25				Online Performance-Post test 21st Century Skills for Workplace Success	19.00	475.00	
9				Online Performance-Post test Business Information Process	19.00	171.00	
10				Online Performance-Post test Architectural Drafting	19.00	190.00	
9				Online Performance-Post test Electrical Occupations	19.00	171.00	

Thank You

10/21/12

Technical Skills Assessments List 2010-2011 NOCTI -(Performance Test) Post -Test

School Name	NOCTI Assessment Title	Students with IEPs	Number of Students	Teacher Name
Clyde Miller	Business Information Processing		11	Bast, Thomas
Clyde Miller	21st Century		14	Manning, Tanya
Clyde Miller	Computer Repair Technology (Performance Test)		10	Conner, Michael
Clyde Miller	Electronics	2	19	Paynter
Clyde Miller	Culinary Arts Prep Cook Level 1	2	15	Wilson, Joseph
Clyde Miller	Hospitality Management-Food & Beverage	1	14	McInturff, Marianela
Clyde Miller	Visual Communications & Multimedia Design		15	Atchinson, Timothy
Clyde Miller	Medical Assisting		18	Smith, Alverta
Clyde Miller	Health Asisting (Performance Test)		15	Ernst, Alan
Gateway Tech	Small Animal Science Test Code 7413		14	Ballinger, Kara
Gateway Tech	21st Century		25	Bonnell, Meagan
Gateway Tech	Business Information Processing		9	Sheppard, Peter
Gateway Tech	Architectural - Design 1	1	10	Briggs, Russel
Gateway Tech	Electrical Occupations		9	Blair, Charlie
Gateway Tech	Pre-Engineering / Engineering Technology Test Code 2475		3	Dressel, Frank
Gateway Tech	Medical Assisting		15	Stuckey, Kimberly
Gateway Tech	Medical Assisting		9	Laster, Timothy
Gateway Tech	Medical Assisting		16	Riddle, Kenneth
Gateway Tech	Medical Assisting		6	Porter, James
Beaumont	Medical Assisting	2	13	Lewis-Bey, Dewanda
Sumner	Visual Communications & Multimedia Design		5	Fagbemi, Tony
Vashon	Computer Networking Fundamentals (Performance)	1	5	Ferguson, Reginald
Roosevelt	Building Trades Maintenance (Performance)		7	Jessee-Lantz, Bart
	Shipping and Handling	9	277	
			\$75	
		Total:		\$5,338.00

Technical Skills Assessments - 2017 @ \$17.00 = \$5,260.00

Shipping & Handling = \$75.00

Total = \$5,338.00

Acct. # 251-1394 886-KZ 251 6412

Ship to:
Barb Meyer
801 N. 11th St
St. Louis, MO



BOARD RESOLUTION

Date: November 19, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 12-16-10-05

Information: ☐

Action: ☒

Action to be Approved: Purchase of Good (s)

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

SUBJECT: To approve the purchase of leveled reading books during the period December 17, 2010 through June 30, 2011 with a total dollar limitation of \$2,600,000.00. The books may be purchased through vendors as approved by the Deputy Superintendent - Academics (potential vendors listed on the attached page). The funds used to purchase the books will be a combination of School Improvement Grant funds, Title funds and District funds.

BACKGROUND: A Book Fair will be held on November 22, 2010 to allow the principals, curriculum supervisors and other District personnel to view the leveled reading and literature discussion books of the vendors and provide their input on the selection of vendors. Principals and members of their school leadership team will be provided with a protocol to guide their selection of leveled texts to support literacy strategies in guided reading and literature circles. Based upon the input of the District staff, the Deputy Superintendent - Academics will approve the use of vendors to ensure that the District strategy is followed when purchasing leveled reading books.

Accountability Plan Goals: Goal I: Student Performance

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

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

Fund Source: Various		Requisition #: NA
Amount: \$2,600,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$2,600,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Academics

Requestor:


Dr. Carlinda Purcell, Dep. Supt., Academics


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

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Leveled Text Book Fair

November 22, 2010

Participating Publishers

Benchmark Publishing
Book Source
Children's Press
Heinemann Publishing
Kaeden Publishing
Mary Ruth Books Publishing
Mondo Publishing
National Geographic
Pearson Learning
Perfection Learning
Pioneer Valley Educational Press
Redbrick Publishing
Richard C. Owne Publishing Company
Rigby Publishing
Rosen Publishing
Scholastic Publishing
Schoolwide, Inc.
Sundance/Newbridge Publishing
Wright Group Publishing



Board Resolution

Date: November 19, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Blake Youde, Dep. Supt. - Institutional Advancem

Agenda Item: 12-16-10-06

Information: _____

Action: X

Action to be Approved:

Other Transaction Descriptors: _____

X Acceptance of Funds/Funding

SUBJECT:

To approve receipt of \$60,000 from the City of St. Louis Department of Public Safety for an afterschool program for students at Roosevelt High School (RHS) for the period of January 1, 2011 to December 31, 2011.

BACKGROUND:

The program was started by the Roosevelt Community Council (RCC), a community-based organization which has been in existence since the spring of 2007. The RCC is an all volunteer organization which works to support RHS. St. Louis Public Schools received a \$60,000 grant from the City of St. Louis Department of Public Safety.

Accountability Plan Goal: Goal I: Student Performance

Objective/Strategy:

1a3d

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

Fund Source: - - - -

Amount: Not Applicable

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Cost not to Exceed: Not Applicable ☐

Pending Funding Availability Vendor #:

Department: Institutional Advancement

Requestor: Blake Youde

Blake Youde, Dep. Supt. - Institutional Advancement

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Board Resolution

Date: November 19, 2010
 To: Dr. Kelvin R. Adams, Superintendent
 From: Dr. Carlinda Purcell, Dep. Supt. - Academics

Agenda Item: 12-16-10-07
 Information: _____
 Action: X

Action to be Approved: X Acceptance of Funds/Funding Other Transaction Descriptors: _____

SUBJECT:

Acceptance of Grant funds from the Community Development Administration of approximately \$800,000.00. These funds will support the Community Education program in the calendar year January 1, 2011 through December 31, 2011.

BACKGROUND:

The Community Education Program anticipates receiving a \$800,000.00 grant from the City of St. Louis Community Development administration to continue its share of support for the program. (The request is made for the District to receive the grant although the contract is usually received two or three months after the grant period begins). The District is not required to match grant funds or to provide in-kind services.

Accountability Plan Goal: Goal IV: Parent, Community Involvement Objective/Strategy: IV4.A & IV4.B

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

Fund Source: 827 - 00 - 261 - 1671 -	Non GOB	Requisition #:
Amount: \$ 522,838.00		
Fund Source: 827 - 00 - 261 - 1673 -	Non GOB	Requisition #:
Amount: \$ 277,162.00		
Fund Source: - - - -		Requisition #:
Amount:		
Cost not to Exceed: \$ 800,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Community Education

Requestor: John H. Windom

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Carlinda Purcell, Dep. Supt. - Academics

Dr. Kelvin R. Adams, Superintendent



Board Resolution

Date: November 19, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 12-16-1008

Information: _____

Action: X

Action to be Approved:

X Memorandum of Understanding

Other Transaction Descriptors: _____

SUBJECT:

To approve a Memorandum of Understanding (MOU) with the American Federation of Teachers - St. Louis, Local 420 (AFT St. Louis) to establish expectations to staff Turnaround and Transformation schools, and implement the goals and objectives of the School Improvement Grant.

BACKGROUND:

The MOU is to memorialize the intent of the District and AFT St. Louis that teachers and administrators in these schools will work collaboratively to create effective learning environments for students. Teachers, other school staff and parents will have a voice in implementing the goals and objectives of the School Improvement Grant.

Accountability Plan Goal: Goal II: Highly Qualified Staff

Objective/Strategy:

II.B.1.

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

Fund Source: - - - -

Amount: Not Applicable

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Fund Source: - - - -

Amount:

Requisition #:

Cost not to Exceed: Not Applicable

Pending Funding Availability Vendor #:

Department: Assoc. Sup. Of Innovative Services

Blake Youde, Dep. Supt. - Institutional Advancement

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Board Resolution

Date: November 17, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 12-16-10-09

Information: _____

Action: X

Action to be Approved:

X Memorandum of Understanding

Other Transaction Descriptors: _____

SUBJECT:

To approve a Memorandum of Understanding (MOU) with Anaona Counseling Center to provide therapeutic counseling services to students addressing such areas as: reactive attachment disorder, adjustment disorder, pervasive developmental disorder, anxiety, sexual abuse, behavior disorders, attention deficit/hyperactivity disorder, generalized stress, and mood disorders at the Bevo-Long Community Education Full Service School (CEFSS) at no cost to the District. The MOU will be for the period December 17, 2010 to December 16, 2011.

BACKGROUND:

The Community Education Interest survey indicated that mental health services were a top priority. Consistent therapeutic services provided to each student served and their ability to verbalize appropriate responses to conflictual and challenging events in their lives will serve as the measure of success.

Accountability Plan Goal: Goal IV: Parent, Community Involvement

Objective/Strategy:

IV.A.

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

Fund Source:

- - - -

Amount:

Not Applicable

Requisition #:

Fund Source:

- - - -

Amount:

Requisition #:

Fund Source:

- - - -

Amount:

Requisition #:

Cost not to Exceed:

Not Applicable

Pending Funding Availability

Vendor #:

Department:

Community Education

Blake Youde, Dep. Supt. - Institutional Advancement

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING **(NON-FUNDRAISING)**

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and Anaona Counseling Center ("Agency") on this 17th day of December, 2010.

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

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

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

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

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

5. Obligations of SLPS:

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

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

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

6. Obligations of Agency:

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

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

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

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

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) Consistent therapeutic services provided to each student served.

(b) Students to whom therapeutic services are provided will be able to verbalize appropriate responses to conflictual and challenging events in their lives.

(c) Students to whom therapeutic services are provided will be able to verbalize appropriate responses to conflictual and challenging events in their lives.

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

(Agency)

By: _____
Name: _____
Title: _____

By: _____
Name: Anne Farina, LCSW
Title: Therapist



Board Resolution

Date: November 19, 2010

Agenda Item: 12-16-10-10

To: Dr. Kelvin R. Adams, Superintendent

Information: _____

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

Action: X

Action to be Approved:

X

Contract Renewal

Previous Bd. Res. # 10-20-09-05

Previous Contract Amt \$68,000

Other Transaction Descriptors:

Sole Source

SUBJECT:

To approve contract renewal with Urban K-Life St. Louis to implement an attendance improvement and mentoring program for chronically absent freshmen, sophmores and juniors at Sumner and Beaumont High Schools for the 2010 -2011 school year. Two hundred twenty-five students will be served in the program. The contract will not exceed \$50,000.

BACKGROUND:

During the 2009-10 school year, K-Life worked with 150 freshmen and sophmores at Sumner and Beaumont High Schools. K-Life staff worked with school staff to boost the attendance of these schools, mentor and provide a weekly "Lunch with a Professional" for the students to provide positive, meaningful adult interaction. The attendance rate of the students increased from 59% to 69% during that time. For the 2010-11 school year, 87 students served by K-Life in the previous year returned and have an attendance rate of over 80%.

Accountability Plan Goal: Goal I: Student Performance

Objective/Strategy:

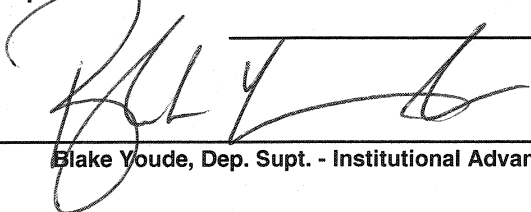
1.B.8

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

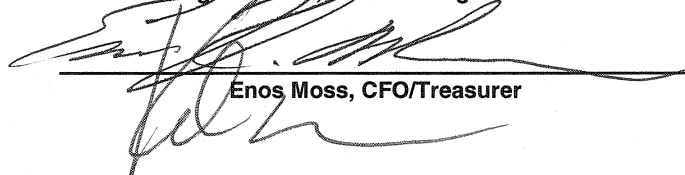
Fund Source:	-	-	-	-	GOB	Requisition #:
Amount:	\$	50,000.00				
Fund Source:	-	-	-	-		Requisition #:
Amount:						
Fund Source:	-	-	-	-		Requisition #:
Amount:						
Cost not to Exceed:	\$	50,000.00	<input checked="" type="checkbox"/>	Pending Funding Availability	Vendor #:	600013988

Department: _____

Requestor: _____

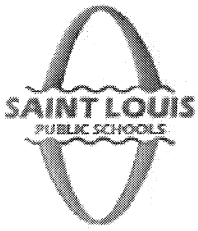

Blake Youde, Dep. Supt. - Institutional Advancement

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: 11-16-2010
Dept / School: Institutional Advancement		Reported By: Blake Youde
Vendor: Urban K-Life St. Louis		Vendor #: 600013988
Contract # / P.O. #:		Contract Name:
Contract Amount: \$68,000		Award Date:
Purpose of contract (Brief Description): To provide an attendance improvement and mentoring program for chronically absent students at Sumner and Beaumont.		
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	4.2	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"/>		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

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

Performance Ratings Guidelines

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

Performance Categories Descriptions

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



BOARD RESOLUTION

Date: November 17, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 12-16-10-11

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 02-11-10-08

Prior Year Cost \$260,808.00

SUBJECT: To approve a contract renewal with SAP America Enterprise to provide maintenance and enterprise support services for the SAP financial system and the BSI Payroll Tax software for the period January 1, 2011 to December 31, 2011 at a cost not to exceed \$268,225.12.

BACKGROUND: The District's main Business Information System is the SAP America Enterprise System. SLPS has used the SAP Software System since 1998 and upgraded its license in 2001. Also included in the contract is processing maintenance for the BSI U.S. Payroll Tax software that is used in conjunction with the SAP software.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.A.

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

Fund Source: 981-75-110-2828-6319	GOB	Requisition #: 10121369
Amount: 268,225.12		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$268,225.12	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600005771

Department: Technology

Requestor: J. F. Larry

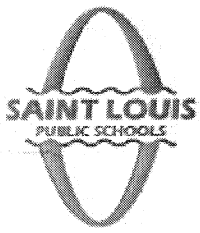

Dr. Jesolyn Larry, Interim Chief Information Ofr.


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

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Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 11-16-2010
Dept / School: Information Technology		Reported By: J. F. Larry
Vendor: SAP America		Vendor #: 600005771
Contract # / P.O/ #:		Contract Name:
Contract Amount: \$ \$260,808.00		Award Date: 02-11-10
Purpose of contract (Brief Description): To provide maintenance and enterprise licenses and support for the SAP financial system and the BSI Payroll Tax software.		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 4X 3 2 1	
Timeliness of Delivery or Performance	5 4X 3 2 1	
Business Relations	5 4 X 3 2 1	
Customer Satisfaction	5 4 X 3 2 1	
Cost Control	5 4 X 3 2 1	
Average Score	4	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

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

Performance Ratings Guidelines

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

Performance Categories Descriptions

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



BOARD RESOLUTION

Date: November 17, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 12-16-10-12

Information: ☐

Action: ☒

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-08-10-03

Prior Year Cost \$108,000.00

SUBJECT: To approve a contract renewal with Group Basis, Inc. to continue to provide SAP maintenance and implementation services for the period of January 1, 2011 to June 30, 2012 at a cost not to exceed \$81,000.00.

BACKGROUND: The District's main Business Information System is the SAP America Enterprise System. SLPS has used the SAP Software System since 1998. Group Basis provides SAP Technical Support services to the District. Under this agreement, Group Basis will continue to provide on-going SAP Basis support, proactive maintenance, and expert problem resolution in the District's SAP environment. Ultimately, the District plans to consolidate the two SAP contracts, for software licenses and support, however, at this time it does not appear prudent to do so.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.A.

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

Fund Source: 981-75-110-2828-6319	GOB	Requisition #: 10121375
Amount: \$81,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$81,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600012197



Department: Technology Services

Requestor: J. F. Larry


Dr. Jesolyn Larry, Interim Chief Information Ofc.



Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 11-16-2010
Dept / School: Information Technology		Reported By: J. F. Larry
Vendor: Group Basis		Vendor #: 600012197
Contract # / P.O/ #:		Contract Name:
Contract Amount: \$ \$108,000.00		Award Date: 06-08-10
Purpose of contract (Brief Description): To provide maintenance and support for the hardware/software used for archiving District email.		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 4X 3 2 1	
Timeliness of Delivery or Performance	5 4X 3 2 1	
Business Relations	5 4 X 3 2 1	
Customer Satisfaction	5 4 X 3 2 1	
Cost Control	5 4 X 3 2 1	
Average Score	4	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

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

Performance Ratings Guidelines

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

Performance Categories Descriptions

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



Board Resolution

Date: November 17, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Jesolyn Larry, Interim Information Technology

Agenda Item: 12-16-10-13

Information: _____

Action: X

Action to be Approved:

X Contract

Other Transaction Descriptors: Ratification

SUBJECT:

To ratify contracts with Connections Academy, Aventa Learning, Missouri Council on Economic Education, Florida Virtual School, and The North Kansas City School District for Virtual Schools services provided to St. Louis City student residents from July 1, 2010 through June 30, 2011. The cost of each individual contract will be based on enrollment and the combined cost will not exceed \$300,000.00.

BACKGROUND:

Missouri Revised Statute 167.121 requires any unaccredited school district in Missouri to allow the option for parents to "enroll the parent's or guardian's child in the Missouri virtual school created in section 161.670, RsMo." The Virtual School curriculum providers listed above have been selected and approved by DESE.

Accountability Plan Goal: Goal I: Student Performance

Objective/Strategy:

I.A

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

Fund Source: 981 - QZ - 110 - 2223 - 6319

GOB

Requisition #:

Amount: \$ 300,000.00

Fund Source: - - - -

Requisition #:

Amount:

Fund Source: - - - -

Requisition #:

Amount:

Cost not to Exceed: \$ 300,000.00

Pending Funding Availability

Vendor #:

Various

Department: Technology

Requestor: _____

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Jesolyn Larry, Interim Information Technology Officer

Dr. Kelvin R. Adams, Superintendent

Missouri Revised Statutes

Chapter 167

Pupils and Special Services

Section 167.121

August 28, 2009

Assignment of pupil to another district--tuition, how paid, amount--lapsed, unaccredited, and provisionally unaccredited districts, enrollment in virtual school permitted.

167.121. 1. If the residence of a pupil is so located that attendance in the district of residence constitutes an unusual or unreasonable transportation hardship because of natural barriers, travel time, or distance, the commissioner of education or his designee may assign the pupil to another district. Subject to the provisions of this section, all existing assignments shall be reviewed prior to July 1, 1984, and from time to time thereafter, and may be continued or rescinded. The board of education of the district in which the pupil lives shall pay the tuition of the pupil assigned. The tuition shall not exceed the pro rata cost of instruction.

2. (1) For the school year beginning July 1, 2008, and each succeeding school year, a parent or guardian residing in a lapsed public school district or a district that has scored either unaccredited or provisionally accredited, or a combination thereof, on two consecutive annual performance reports may enroll the parent's or guardian's child in the Missouri virtual school created in section 161.670, RSMo, provided the pupil first enrolls in the school district of residence. The school district of residence shall include the pupil's enrollment in the virtual school created in section 161.670, RSMo, in determining the district's average daily attendance. Full-time enrollment in the virtual school shall constitute one average daily attendance equivalent in the school district of residence. Average daily attendance for part-time enrollment in the virtual school shall be calculated as a percentage of the total number of virtual courses enrolled in divided by the number of courses required for full-time attendance in the school district of residence.

(2) A pupil's residence, for purposes of this section, means residency established under section 167.020, RSMo. Except for students residing in a K-8 district attending high school in a district under section 167.131, RSMo, the board of the home district shall pay to the virtual school the amount required under section 161.670, RSMo.

(3) Nothing in this section shall require any school district or the state to provide computers, equipment, Internet or other access, supplies, materials or funding, except as provided in this

section, as may be deemed necessary for a pupil to participate in the virtual school created in section 161.670, RSMo.

(4) Any rule or portion of a rule, as that term is defined in section 536.010, RSMo, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536, RSMo, and, if applicable, section 536.028, RSMo. This section and chapter 536, RSMo, are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536, RSMo, to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after August 28, 2007, shall be invalid and void.

(L. 1963 p. 200 § 8-12, A.L. 1973 H.B. 158, A.L. 1979 H.B. 280, A.L. 1983 H.B. 815, A.L. 2007 S.B. 64)

(Source: RSMo 1959 § 161.093)

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Missouri General Assembly



Board Resolution

Date: November 18, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Enos K. Moss, CFO/Treasurer

Agenda Item: 12-16-10-14

Information: _____

Action: X

Action to be Approved:

X

Contract Renewal

Previous Bd. Res.: 10-08-09-03

Other Transaction Descriptors: Acceptance of Funds

SUBJECT:

To accept the funds generated and approve the contract renewal with Accelify for School District Administrative Claiming (SDAC) services to be provided for the 2010-2011 (Q4-10 through Q2-11) academic year at a cost not to exceed 3% of generated revenue.

BACKGROUND:

Accelify provides all of the products, services and technical assistance that are necessary in order for the District to be able to submit accurate and timely claims to the Missouri Department of Social Services (DSS) MOHealthNet Division with respect to claimable costs that the District incurs in providing administrative outreach services for the Medicaid program. Accelify will continue to conform to all requirements as documented in RFP 005-0910. Accelify receives a fee of not more than 3% of any SDAC-related revenue that the District receives from MOHealthNet for the SDAC program. Total FY10 SDAC revenue: \$3.3M

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy:

III.D

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

Fund Source: 828 - MZ - 140 - 2132 - 6358

GOB

Requisition #:

Amount:

Fund Source: - - - -

Requisition #:

Amount:

Fund Source: - - - -

Requisition #:

Amount:

Cost not to Exceed: 3% of revenue generated ☐

Pending Funding Availability Vendor #: 600014287

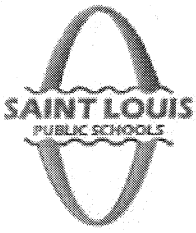
Department: Federal Grants Management

Requestor: Anna Munson

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: 11-16-2010
Dept / School: Federal Grant Management		Reported By: Anna Munson
Vendor: Accelify		Vendor #: 600014287
Contract # / P.O. #:		Contract Name:
Contract Amount: 3% of Generated Revenue		Award Date:
Purpose of contract (Brief Description): To provide School District Administrative Claiming Services.		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 4 3 2 1	
Timeliness of Delivery or Performance	5 4 3 2 1	
Business Relations	5 4 3 2 1	
Customer Satisfaction	5 4 3 2 1	
Cost Control	5 4 3 2 1	
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

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

Performance Ratings Guidelines

Rating	Category	Description
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3	Satisfactory	Met all performance requirements; Minor problems; Satisfactory corrective actions
2	Marginal	Some performance requirements not met; Performance reflects some serious problem; Ineffective corrective actions
1	Unsatisfactory	Most performance requirements are not met; Recovery not likely

Performance Categories Descriptions

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



Board Resolution

Date: November 23, 2010

Dr. Kelvin R. Adams, Superintendent

From: Enos K. Moss, CFO/Treasurer

Agenda Item: 12-16-10-15

Information: _____

Action: X

Action to be Approved:

X

Short Term Loan

Other Transaction Descriptors:

Ratification

SUBJECT:

To ratify a short term loan to enable the District to borrow money from the Agency Fund and place it in the General Operating Fund to clear the negative cash balance. The loan is in the amount of \$11,933,660 and would be borrowed from the Agency Fund on June 30, 2010 and will be reflected on the District financial statements as having been repaid on July 1, 2010.

BACKGROUND:

The District is allowed access to capital funds to cover day to day cash needs. Pursuant to State law, the funds must be repaid by the close of the fiscal year. The cash was replaced. As a result, the General Fund ended with a negative cash balance at June 30, 2010 of \$20,026,476. Cash from the pooled funds, which include Agency and Internal Service funds, are available for borrowing to cover this cash deficit. However, using Agency funds require the approval of the Special Administrative Board. The approval of this resolution will allow the District to borrow from the Agency Fund on a short term basis to cover its cash deficit per the June 30, 2010 financial statements and to be in compliance with State law. This resolution is required for financial accounting purposes only.

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy:

III.D.1.

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

Fund Source: - - - -

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





**SPECIAL ADMINISTRATIVE BOARD OF THE
TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS
&
AMERICAN FEDERATION OF TEACHERS - ST. LOUIS,
LOCAL 420**



*Representing Teachers, Secretarial/Clerical
&
Paraprofessional Employees of the St. Louis Public Schools*

**MEMORANDUM OF UNDERSTANDING
REGARDING 2010-2013 TURNAROUND
AND
TRANSFORMATION SCHOOLS
CONTINGENT UPON STATE APPROVAL**

PURPOSE OF THE MOU

This Memorandum of Understanding is made by and between the St. Louis Public Schools and AFT St. Louis for the purpose of establishing certain work rules to govern the formation and operation of schools in need of improvement. The District and the Union agree that one of the approaches to achieving the mutual goal of ensuring success for all students is to work together to improve schools when it is deemed necessary. These schools must be free to choose their own staff, develop new cultures of successful performance and learning, redesign work rules, modify the length of the instructional day and year, modify scheduling, improve instruction programs and pedagogy, and recognize teacher and leader effectiveness in accordance with state and federal guidelines and statutes. This article will be used where applicable when improvement is required by the Board of Education or by state and federal guidelines.

Any deviation or changes that impact the working conditions of certificated staff that are not included in the current Policy Statement between the Union and SLPS beyond this MOU must be agreed to and signed off on in separate Memorandum of Understanding (s) by both parties.

.....

Turnaround and Transformation Schools

It is the intent of both parties that teachers and administrators in these schools will work collaboratively to create effective learning environments for students. Teachers, other school staff and parents shall have a voice in designing programs and determining work rules that are likely to be successful in such schools as follows.

Each school shall form an Instructional Leadership Team which shall include but not limited to the Principal, Building Stewards, Teaching and Learning Facilitator and content specialists. The team will mutually agree on the development of specific outlines of duties/responsibilities within the team. The team will monitor the school's progress and implementation of the school improvement plan. Turnaround and Transformation schools shall remain within the District and employees shall if they choose to do so, maintain their full status as members of the AFT St. Louis bargaining unit and employees of the District. These employees shall continue to accrue seniority and benefits established in the AFT St. Louis and SLPS Policy Statement.

Employees in the Turnaround and Transformation schools will be required to work the full work day/work year prescribed by the terms of the Annual Work Condition Waiver. Compensation for days and hours of work beyond those specified in the current Policy Statement will be mutually agreed to by the Union and the District. All pay, regardless of the source of funding, will be annualized and retirement-worthy.

All AFT St. Louis members who apply for positions at the schools shall receive the following information at the time of interview:

- the length of the school day and school year;
- the amount of required time beyond the regular school day;
- any additional required time during the summer or school vacations;
- any other duties or obligations beyond the requirements of the current policy statement between the Union and the District.

Work Condition Waiver Template

When assigned by mutual agreement, and annually thereafter, a teacher assigned at a Turnaround or Transformation school will be required to sign the Annual Work Condition Waiver. It is essential that each school clearly outline the working conditions, terms and expectations for employment. Each teacher will be required to commit to working in the school for the tenure of this MOU.

Staffing in Turnaround Schools

The District's Human Resources Department in collaboration with the Union will structure criteria for recruitment, selection, and retention of staff in Turnaround schools. These criteria shall serve as a framework to guide each site based selection team in choosing staff. The first step will be to determine the total staff allocation for each site based on student attendance. Second, identify numbers and names of staff that chose the ERI. Third, identify the number and names of staff that opted out to transfer to another site through "letter of intent". This establishes a working baseline for the turnaround school. This information will be provided to Local 420 prior to the beginning of the selection process.

Staffing at the Turnaround schools shall be on an application basis. Criteria to select staff shall include but not be limited to length of service, unique skills and qualifications, and prior two years of evaluations.

In cases of a vacancy, interested teachers currently employed by SLPS will be invited to apply for assignment to a Turnaround school during the month of XXX. Selection will be made via an interview at the school site.

Staff selected and assigned to the Turnaround schools must possess a valid Missouri Teaching Certificate (or applicable license) with an endorsement in the content area and/or specialty skill for their assignment, and meet the Highly Qualified requirements of the No Child Left Behind (NCLB) and Individuals with Disabilities Education Act (IDEA).

Assignment and Transfer with Dignity in Turnaround Schools

Teachers shall work in Turnaround schools on a voluntary basis. When a school is designated as a Turnaround school, existing staff will be invited to apply along with other staff.

Teachers who are not selected to staff a Turnaround school will be transferred. The teacher shall be transferred to a vacancy for which that teacher is qualified at a school within the geographic area in which the Turnaround school is located, or when no such vacancy exists, shall be transferred to another geographic area. No teacher shall be laid off as a result of the creation and establishment of the Turnaround schools. All teachers transferring from a school designated as a Turnaround school will be placed in open positions prior to any other transfers being processed, surplus personnel being placed or new teachers being hired.

The District and the Union will jointly develop a placement procedure for displaced teachers that integrate teacher/principal choice, qualifications, and seniority for interview and placement purposes.

Staffing in Transformation Schools

A school site selection committee shall be convened for the purpose of developing the criteria for the recruitment and selection of additional staff at Transformation schools. These criteria shall serve as a framework to guide each site based selection team in selecting staff. For principal selection, the district wide selection committee shall be comprised of district level administrators, union leadership, exemplary teachers, from effective schools and a representative of the community or a parent.

Teachers who choose to remain at the transformation schools will do so for the tenure of this MOU. Any requests to transfer out of the school must be approved by the superintendent.

Teachers at the Transformation schools will pilot when available, the new Teacher Development and Evaluation process for the St. Louis Public Schools.

Collaborative Review Process

The monitoring tools utilized by the Instructional Leadership Teams will be used to give recommendations to the Superintendent and the Union President.

Union Liaison Coordinator

SLPS will employ a lead coordinator for Turnaround and Transformation schools. The coordinator will be a member of AFT St. Louis and be mutually selected by the Union President and the Superintendent. The turnaround school coordinator will work collaboratively with the Superintendent's designated turnaround school manager to oversee the implementation of the school improvement efforts including the review process. The Coordinator position is contingent upon future SIG funding.

ACKNOWLEDGED AND AGREED TO BY:

**AMERICAN FEDERATION OF TEACHERS
ST. LOUIS
LOCAL 420**

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

**BY: _____
MARY J. ARMSTRONG
PRESIDENT**

**BY: _____
KELVIN R. ADAMS, PH.D.
SUPERINTENDENT OF SCHOOLS**

DATE: _____

DATE: _____

**BY: _____
RICK SULLIVAN
PRESIDENT AND
CHIEF EXECUTIVE OFFICER**

DATE: _____