



BOARD MEETING

THURSDAY, JANUARY 14, 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

801 N. 11TH STREET

[illegible]

**ST. LOUIS PUBLIC SCHOOL DISTRICT
SUPERINTENDENT'S REPORT**

January 14, 2010

**THE JANUARY 14, 2010 MEETING ITEMS
WERE APPROVED AT THE DECEMBER 17, 2009 MEETING**

- 01-14-10-01** To approve the November 2009 Monthly Budget Transaction Report.
FUNDING SOURCE: Does not apply
- 01-14-10-02** To approve a sole source contract with Just Us Tennis to provide tennis lessons to after-school students, grades 4-8 at the Cole, Hickey, Ames, Henry, Bunche and Carr Lane Schools for an eight week period beginning January 16, 2010 through May 30, 2010 at a cost not to exceed \$5,760.
FUNDING SOURCE: 21st Century Grant
- 01-14-10-03** To approve a Memorandum of Understanding with the Missouri Botanical Gardens to continue the ECO ACT Environmental Leadership program at Metro High and Mullanphy Elementary for the period June 16, 2009 to June 15, 2010. There is no cost associated with this request.
FUNDING SOURCE: Does not apply
- 01-14-10-04** To approve a Memorandum of Understanding with the St. Louis Office for Developmental Disability Resources to identify and service students with developmental disabilities for the period January 15, 2010 through January 12, 2011. There is no cost associated with this request.
FUNDING SOURCE: Does not apply
- 01-14-10-05** To approve a Memorandum of Understanding with the Logan College Chiropractic to provide strength and conditioning training and other athletic services to 6th grade after school students for the period January 15, 2010 through January 14, 2011. There is no cost associated with this request.
FUNDING SOURCE: Does not apply
- 01-14-10-06** To approve a Memorandum of Understanding with the Department of Elementary and Secondary Education for participation in the Race to the Top Program. There is no cost associated with this request.
FUNDING SOURCE: Does not apply
- 01-14-10-07** To approve the purchase of the Missouri Grade Level Expectation (GLE) tests from CTB McGraw-Hill for grades 3-8 for the April 2010 administration at a cost not to exceed \$24,000.
FUNDING SOURCE: GOB
- 01-14-10-08** To approve the purchase of 19 ballistic vests from Leon Uniform Company in an amount not to exceed \$10,205.
FUNDING SOURCE: GOB
- 01-14-10-09** To renew a contract with The Leadership Academy for Character Education to provide professional development for character education to the targeted central office staff, principals and assistant principals for the period January 25, 2010 through December 31, 2010, with an option to request renewal of services and completion of the project over the next two years, at a cost not to exceed \$15,000.
FUNDING SOURCE: Wallace Foundation
- 01-14-10-10** **(WALK-ON ITEM)** To approve authorization for the Superintendent to amend the school calendar to extend winter break for Sumner High School students only for one (1) additional day to January 6, 2010 for the purpose of freeing the staff at Sumner to participate in a day long preparatory session on the reorganization of Sumner on January 5, 2010.
FUNDING SOURCE: Does not apply



SAINT LOUIS PUBLIC SCHOOLS

Date: December 17, 2009

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Jesolyn Larry, Interim Info. Technology Officer

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 01-26-10-01
 Information: ☒
 Conference: ☐
 Action: ☐

SUBJECT:

To certify compliance with the Children's Internet Protection Act by enforcing a policy of Internet safety.

BACKGROUND:

To receive support for Internet access and internal connection services from the Universal Service Fund (USF), school authorities must certify that they are enforcing a policy of internet safety that includes filtering internet access (8e6), having an Acceptable Use Policy (HR) and providing public notice of that policy (Board Meeting).

CSIP: Goal 3: Resource

Row: 90

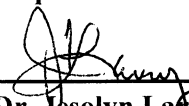
MSIP: 6.4.1

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

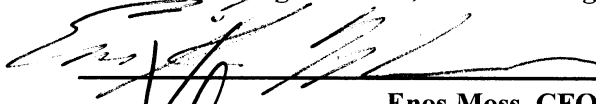
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

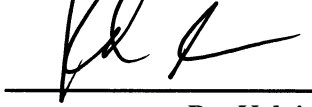
Department: Technology Services

Requestor: J. F. Larry


 Dr. Jesolyn Larry, Interim Info. Technology Officer


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 6, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info.Technology Officer**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #: 04-02-09-05

Agenda Item: 01-26-10-02
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve an extension of the contract with Dirsec, Inc to June 30, 2010. The original contract was for the period March 31, 2009 to March 31, 2010. The extension will allow us to put the contract on a fiscal year basis and put the contract out for a competitive bid. The cost for the extension will not exceed 16,530.24.

BACKGROUND:

This service is needed to protect the district's network by filtering all internet traffic. It also complies with the Children's Internet Protection Act a requirement for E-rate funding. The data that is used for measurement is taken from a report that is disseminated via 8e6 on the number of unallowed sites that are trapped in the filter thus blocking harmful sites. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning.

CSIP: Goal 3: Resource**Row:** 90**MSIP:** 6.4.1**FUNDING SOURCE: (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)**

Fund Source: 110-2828-6319-981-75	GOB	Requisition #: 10116487
Amount: \$16,530.24		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$16,530.24	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Technology Services**Requestor:** J. F. Larry

Dr. Jesolyn Larry, Interim Info.Technology Officer

Angela Banks, Interim Budget Director

 Enos Moss, CFO/Treasurer

 Dr. Kelvin R. Adams, Superintendent

DIRSEC, INC.
P. O. Box 6247
Broomfield, CO 80021
WWW.DIRSEC.COM
A Colorado S Corp. Est. 2001



Renewal Quotation

Prepared for: **St. Louis Public Schools**
Attention: **Jesolyn Larry**
Phone: **314-231-3720**
Email: **jesolyn.larry@slps.org**



The Security People.

Quote #: St. Louis 8e6_121009
Date: December 10, 2009

FOB:
VIA:
Terms: Net 30
Quoted by: Lou Rubbo
Phone: 303.960.6106
Fax: 720.294.9928

Line #	Qty	Lead Time	Part#	8e6 Software Subscription	Item Price	Total		St. Louis Public Schools
						Retail	One Year Price	
1	7.500	7 Days	121000-F-C	8e6 Internet Filter & Reporter - Standard Edition (Subscription Service, License & Support) - Terms of coverage 2/1/10 - 6/30/10	\$ 10.89	\$ 81,675.00	\$	15,790.63
				Filter Appliance				
2	3	7 Days	501325-C	12-Month Parts Warranty - R3000S. Terms of coverage 2/1/10 - 6/30/10	\$ 699.50	\$ 2,098.50	\$	554.70
				Enterprise Reporter				
3	1	7 Days	531132-C	12-Month Parts Warranty - ERS - 200. Terms of coverage 2/1/10 - 6/30/10	\$ 699.50	\$ 699.50	\$	184.90
				*8e6 Annual Subscription Service, License, and Support Package - Includes Professional Network Filtering Assessment, All-Port TCP Packet Filter, Anonymizer Blocking, NNTP (Newsgroup/Usenet) Filtering, FTP Filtering, IM Blocking by User, Groups, P2P Blocking by User, Groups, Security Protection, Spyware, Malicious Code, Phishing Site Protection, Bandwidth Protection- Streaming Media, Internet TV and Radio, Productivity Protection- Message Boards and Clubs, Online Advertising, Support - Filtering: Fatal: 24x7x365. Non-fatal: M-F 6am-5pm PT				
				The first two hours of DirSec services are provided at no cost. Additional services are provided at \$140 per hour.				
Tax is estimated at 7%						Total Retail	\$ 84,473.00	
						Subtotal Price	\$	16,530.24
						Approx. Tax	\$	-
						Approx. S & H	\$	-
						St. Louis Total	\$	16,530.24

All prices quoted herein may be considered firm for a period of thirty(30) days from the date of this quotation unless otherwise specified. This quote is subject to revision or cancellation of conditions prior to acceptance. Price quoted may not include applicable State or Local taxes. Pricing does not include freight. DirSec, Inc. Confidential and Proprietary

By: _____

Representing the Best of Breed Vendors- FIREWALLS, WEBSECURITY, INTRUSION DETECTION, PASSWORD AUTOMATION, DIRECTORY, PROVISIONING, APPLICATION SECURITY, SECURE PORTALS, SECURE EMAIL, SECURE INSTANT MESSAGING.



The Security People.

Services include: Architecture, Design, Installation, Upgrades, Audits

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 7, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info.Technology Officer**VENDOR SELECTION METHOD:**☒ RFP/Bid RFP 011-0910☐ Sole Source☐ Contract Renewal☐ Ratification

Previous Bd. Res. #:

Agenda Item: 01-26-10-03Information: ☐Conference: ☐Action: ☒**SUBJECT:**

To approve a contract with AT&T for cellular/wireless telephone service to be provided from July 1, 2010 through June 30, 2011 at a cost not to exceed \$30,235.00 (SLPS match-based on Free and Reduced rate) pending receipt of the 2010 - 2011 E-Rate Funding Commitment Decision Letter. The total value of the contract is \$215,964 (pre-discount).


BACKGROUND:

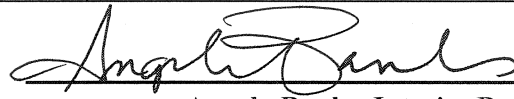
The cellular/wireless telephone service was competitively bid through an RFP. This service is needed to provide the cellular/wireless telephone service as needed by SLPS staff. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning.

CSIP: Goal 3: Resource**Row:** 90**MSIP:** 6.4.1**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)

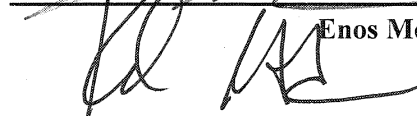
Fund Source: 110-2625-6361-981-8L	GOB	Requisition #:
Amount: \$30,235.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$30,235.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Technology Services**Requestor:** J. F. Larry


 Dr. Jesolyn Larry, Interim Info.Technology Officer


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent



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SAINT LOUIS PUBLIC SCHOOLS
RFP # 011-09-10
Cellular/Wireless (PDA) Equipment & Services

EVALUATION DATE: JANUARY 5, 2010

VENDOR: ATT

TOTAL COMBINED POINTS: 71.51

Total points in an evaluation area should be averaged from all evaluators. For example, if there are five evaluators their rating should be averaged, i.e., total points of all five evaluators divided by the number of evaluators

1. Vendor's Prior Relationship with District – 7.6

Evaluator #1	Total Points: <u>10</u>
Evaluator #2	Total Points: <u>6</u>
Evaluator #3	Total Points: <u>6</u>
Evaluator #4	Total Points: <u>6</u>
Evaluator #5	Total Points: <u>10</u>

2. Meeting Overall Proposal Requirements— 20

Evaluator #1	Total Points: <u>22</u>
Evaluator #2	Total Points: <u>18</u>
Evaluator #3	Total Points: <u>16</u>
Evaluator #4	Total Points: <u>17</u>
Evaluator #5	Total Points: <u>27</u>

3. MWBE Participation – 2.2

Evaluator #1	Total Points: <u>2</u>
Evaluator #2	Total Points: <u>3</u>
Evaluator #3	Total Points: <u>1</u>
Evaluator #4	Total Points: <u>2</u>
Evaluator #5	Total Points: <u>3</u>

4. Vendor's Experience and Demonstrated— 7.6

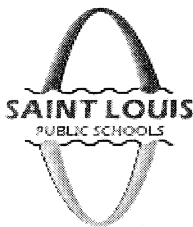
Evaluator #1	Total Points: <u>8</u>
Evaluator #2	Total Points: <u>6</u>
Evaluator #3	Total Points: <u>8</u>
Evaluator #4	Total Points: <u>6</u>
Evaluator #5	Total Points: <u>10</u>

5. Cost of Company Conversion – 10

Evaluator #1	Total Points: <u>10</u>
Evaluator#2	Total Points: <u>10</u>
Evaluator #3	Total Points: <u>10</u>
Evaluator #4	Total Points: <u>10</u>
Evaluator#5	Total Points: <u>10</u>

6. Total Price and Cost Effectiveness -- $12,401.50/17996.80*35= 24.11$

Evaluator #1	Total Points: <u> </u>
Evaluator #2	Total Points: <u> </u>
Evaluator #3	Total Points: <u> </u>
Evaluator #4	Total Points: <u> </u>
Evaluator #5	Total Points: <u> </u>



SAINT LOUIS PUBLIC SCHOOLS
RFP # 011-09-10
Cellular/Wireless (PDA) Equipment & Services

EVALUATION DATE: JANUARY 5, 2010

VENDOR: SPRINT

TOTAL COMBINED POINTS: 64.03

Total points in an evaluation area should be averaged from all evaluators. For example, if there are five evaluators their rating should be averaged, i.e., total points of all five evaluators divided by the number of evaluators

1. Vendor's Prior Relationship with District – 4.4

Evaluator #1	Total Points: <u>4</u>
Evaluator #2	Total Points: <u>6</u>
Evaluator #3	Total Points: <u>4</u>
Evaluator #4	Total Points: <u>6</u>
Evaluator #5	Total Points: <u>2</u>

2. Meeting Overall Proposal Requirements— 19.2

Evaluator #1	Total Points: <u>22</u>
Evaluator #2	Total Points: <u>24</u>
Evaluator #3	Total Points: <u>15</u>
Evaluator #4	Total Points: <u>18</u>
Evaluator #5	Total Points: <u>17</u>

3. MWBE Participation – 2.6

Evaluator #1	Total Points: <u>3</u>
Evaluator #2	Total Points: <u>3</u>
Evaluator #3	Total Points: <u>1</u>
Evaluator #4	Total Points: <u>3</u>
Evaluator #5	Total Points: <u>3</u>

4. Vendor's Experience and Demonstrated – 7.2

Evaluator #1	Total Points: <u>8</u>
Evaluator #2	Total Points: <u>8</u>
Evaluator #3	Total Points: <u>6</u>
Evaluator #4	Total Points: <u>6</u>
Evaluator #5	Total Points: <u>8</u>

5. Cost of Company Conversion – 4.4

Evaluator #1	Total Points: <u>4</u>
Evaluator #2	Total Points: <u>4</u>
Evaluator #3	Total Points: <u>6</u>
Evaluator #4	Total Points: <u>2</u>
Evaluator #5	Total Points: <u>6</u>

6. Total Price and Cost Effectiveness – – $12,401.50/16546.91 \times 35 = 26.23$

Evaluator #1	Total Points: <u> </u>
Evaluator #2	Total Points: <u> </u>
Evaluator #3	Total Points: <u> </u>
Evaluator #4	Total Points: <u> </u>
Evaluator #5	Total Points: <u> </u>



SAINT LOUIS PUBLIC SCHOOLS
RFP # 011-09-10
Cellular/Wireless (PDA) Equipment & Services

EVALUATION DATE: JANUARY 5, 2010

VENDOR: T-MOBILE

TOTAL COMBINED POINTS: 61.4

Total points in an evaluation area should be averaged from all evaluators. For example, if there are five evaluators their rating should be averaged, i.e., total points of all five evaluators divided by the number of evaluators

1. Vendor's Prior Relationship with District – 2.8

Evaluator #1	Total Points: <u>4</u>
Evaluator #2	Total Points: <u>2</u>
Evaluator #3	Total Points: <u>4</u>
Evaluator #4	Total Points: <u>2</u>
Evaluator #5	Total Points: <u>2</u>

2. Meeting Overall Proposal Requirements—12.4

Evaluator #1	Total Points: <u>17</u>
Evaluator #2	Total Points: <u>14</u>
Evaluator #3	Total Points: <u>10</u>
Evaluator #4	Total Points: <u>14</u>
Evaluator #5	Total Points: <u>7</u>

3. MWBE Participation – 1.6

Evaluator #1	Total Points: <u>1</u>
Evaluator #2	Total Points: <u>3</u>
Evaluator #3	Total Points: <u>1</u>
Evaluator #4	Total Points: <u>2</u>
Evaluator #5	Total Points: <u>1</u>

4. Vendor's Experience and Demonstrated– 5.6

Evaluator #1	Total Points: <u>8</u>
Evaluator #2	Total Points: <u>6</u>
Evaluator #3	Total Points: <u>4</u>
Evaluator #4	Total Points: <u>6</u>
Evaluator #5	Total Points: <u>4</u>

5. Cost of Company Conversion – 4

Evaluator #1	Total Points: <u>4</u>
Evaluator#2	Total Points: <u>4</u>
Evaluator #3	Total Points: <u>6</u>
Evaluator #4	Total Points: <u>2</u>
Evaluator#5	Total Points: <u>4</u>

6. Total Price and Cost Effectiveness –35 – (12,401.50)

Evaluator #1	Total Points: <u> </u>
Evaluator #2	Total Points: <u> </u>
Evaluator #3	Total Points: <u> </u>
Evaluator #4	Total Points: <u> </u>
Evaluator #5	Total Points: <u> </u>

Comments: Cost is low-however, the committee was not satisfied with the responses to the RFP and in several cases the pertinent information was not enclosed. We were uncertain of the additional costs that would be incurred based on the responses. They also offered the lowest number of pooled minutes.

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 7, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info.Technology Officer**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #:

Agenda Item: 01-26-10-04

Information: ☐

Conference: ☐

Action: ☒

SUBJECT:

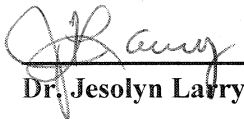
To approve a contract with Charter for local telephone service to be provided from July 1, 2010 through June 30, 2011 at a cost not to exceed \$30,100.00 (SLPS match-based on Free and Reduced rate), pending receipt of the 2010 - 2011 E-Rate Funding Commitment Decision Letter. The total value of the contract is \$215,000 (pre-discount).

BACKGROUND:

The local telephone service was competitively bid through the E-Rate Form 470 that was filed in order to qualify for E-Rate funding. This service is needed to provide the local telephone service as needed at all SLPS locations. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning.

CSIP: Goal 3: Resource**Row:** 90**MSIP:** 6.4.1**FUNDING SOURCE: (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)**

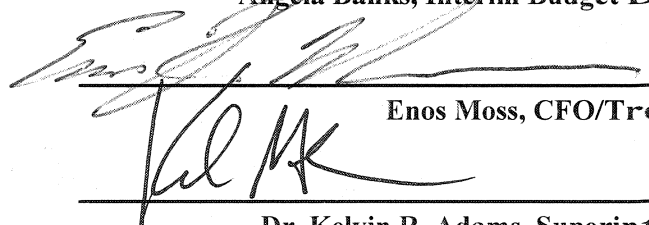
Fund Source: 110-2625-6361-981-8L	GOB	Requisition #:
Amount: \$30,100.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$30,100.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Technology Services**Requestor:** J. F. Larry


Dr. Jesolyn Larry, Interim Info.Technology Officer



Angela Banks, Interim Budget Director



Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

CHARGE DIFFERENCES FOR LINES BEFORE ERATE DISCOUNT

EXAMPLES

AT&T: Dedicated: \$40.86 per line.

Hunt Line: \$43.37 per line.

Charter: Dedicated: \$16.99-\$19.99 per line

\$25.00 installation fee.

\$5.00 per line for stand alone

BEGINNING TOTAL: \$46.99-\$49.99

END TOTAL: \$21.99 - \$24.99

Hunt Line: \$16.99-\$19.99

\$25.00 installation fee

\$4.25 per line in hunt

BEGINNING TOTAL: \$46.24 - \$49.24

END TOTAL: \$21.24 - \$25.24

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 6, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info. Technology Officer**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #:

Agenda Item: 01-26-10-05
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve a contract with AT&T for long distance telephone service to be provided from July 1, 2010 through June 30, 2011 at a cost not to exceed \$9,300.00 (pre-discount). Pending receipt of the 2010 - 2011 E-Rate Funding Commitment Decision Letter, the discounted cost to SLPS will be \$1,023.

BACKGROUND:

The long distance telephone service was competitively bid through the E-Rate Form 470 that was filed in order to qualify for E-Rate funding. This service is needed to provide the long distance telephone service as needed at all SLPS locations. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. This will be paid via the Billed Entity Applicant Reimbursement Method.

CSIP: Goal 3: Resource**Row:** 90**MSIP:** 6.4.1**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)

Fund Source: 110-2625-6361-981-8L	GOB	Requisition #:
Amount: \$9,300.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$9,300.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #:

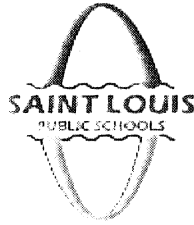
Department: Technology Services**Requestor:** J. F. Larry

Dr. Jesolyn Larry, Interim Info. Technology Officer

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



SAINT LOUIS PUBLIC SCHOOLS
RFP # 011-09-10

Long Distance

EVALUATION DATE: JANUARY 5, 2010

VENDOR: AT & T

TOTAL COMBINED POINTS:

Total points in an evaluation area should be averaged from all evaluators. For example, if there are five evaluators their rating should be averaged, i.e., total points of all five evaluators divided by the number of evaluators

1. Vendor's Prior Relationship with District – 7.2

Evaluator #1	Total Points: <u>8</u>
Evaluator #2	Total Points: <u>8</u>
Evaluator #3	Total Points: <u>6</u>
Evaluator #4	Total Points: <u>6</u>
Evaluator #5	Total Points: <u>8</u>

2. Vendor's local presence-- 6

Evaluator #1	Total Points: <u>6</u>
Evaluator #2	Total Points: <u>6</u>
Evaluator #3	Total Points: <u>6</u>
Evaluator #4	Total Points: <u>6</u>
Evaluator #5	Total Points: <u>6</u>

3. MWBE Participation – 1.4

Evaluator #1	Total Points: <u>1</u>
Evaluator #2	Total Points: <u>3</u>
Evaluator #3	Total Points: <u>1</u>
Evaluator #4	Total Points: <u>1</u>
Evaluator #5	Total Points: <u>1</u>

4. District cost of conversion -- 15

Evaluator #1	Total Points: <u>15</u>
Evaluator #2	Total Points: <u>15</u>
Evaluator #3	Total Points: <u>15</u>
Evaluator #4	Total Points: <u>15</u>
Evaluator #5	Total Points: <u>15</u>

5. Total Price and Cost Effectiveness --60

Evaluator #1	Total Points: <u>60</u>
Evaluator #2	Total Points: <u></u>
Evaluator #3	Total Points: <u></u>
Evaluator #4	Total Points: <u></u>
Evaluator #5	Total Points: <u></u>

**SAINT LOUIS PUBLIC SCHOOLS****Date:** December 18, 2009**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info.Technology Officer**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #:

Agenda Item: 01-26-10-06
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve a contract with Belcan InfoServices to provide temporary technical personnel to be used in the Technology Department to support website programming. The contract is for the period January 27, 2010 to June 30, 2010 and the cost is not to exceed \$40,000.

BACKGROUND:

Belcan InfoServices specializes in providing temporary and direct hire technical personnel. As a result of changes in staffing in the Technology Department, a need has been identified for an individual with the technical knowledge to support the SLPS website programming. The individual has been identified by Belcan and approved by the Technology Department as having the capabilities to step in and be productive immediately.

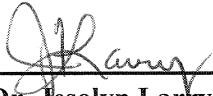
CSIP: Goal 2: Process Performance**Row:** 94**MSIP:**

8.10.1


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

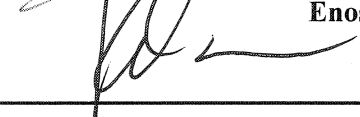
Fund Source: 110-2828-6319-981-75	GOB	Requisition #: 10116577
Amount: \$40,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$40,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Technology**Requestor:** Dr. Jesolyn Larry


 Dr. Jesolyn Larry, Interim Info.Technology Officer


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent

December 17, 2009

Ms. Sharonica Hardin
St. Louis Public Schools
801 N. 11th Street
St. Louis, MO. 63101

Dear Ms. Hardin:

We are excited about the prospect of providing services to you. Our goal is to develop a long-term relationship that will add to your business success. Since the best way to start this relationship is to define it clearly, we have set forth below a simple agreement describing each party's obligations to the other.

STATEMENT OF WORK

Belcan will supply you temporary and direct hire technical personnel upon your request.

PERSONS TO BE SENT TO YOU

Contract Employees

Once this Agreement is signed, we will send persons to work at your premises, under your direction, control and supervision. We will only send persons who have been approved by you for the assignment--either as a result of your having personally interviewed them or having reviewed their resumes. For each such person, we will send to you a confirming letter which will contain the hourly billing rates which we have agreed to accept and which you have agreed to pay for each of these persons.

We are the employer of all the persons that we send to supplement your work force. We will pay the wages of the employees, and we will be responsible for withholding all income and social security taxes from their wages and for paying workers' compensation insurance premiums, state and federal unemployment insurance taxes, and the employer's share of social security taxes on their behalf.

GUARANTEE

Contract Employees

If you become dissatisfied with the performance of one of our employees during the first three (3) work days of their assignment to you, you may cancel their assignment by calling us and telling us that you are dissatisfied; we will not bill you for the time spent by an individual employee whose assignment has been ended in this way. However, if you keep an individual employee on assignment for more than three (3) work days, the employee's performance shall be deemed satisfactory, and you will pay the bill for such employee when it is rendered. Our guarantee does not apply to an employee that you have referred to us for payrolling purposes.

INDEMNITIES FOR CONTRACT EMPLOYEES

We agree to take reasonable precautions to prevent any injury to persons or damage to property during the time our employees are working on your premises and will indemnify and hold you harmless from and against all claims, losses, liabilities, damages and expenses arising out of personal injury or property damage when such injury or property damage occur both (i) as a result of the negligent acts of our employees and (ii) while our employees are working on your premises under this Agreement. You agree to indemnify and hold us harmless from and against any claims, losses, liabilities or damages arising out of personal injury or property damage occurring as a result of your negligent acts.

BILLING, PAYMENT AND TIME CARDS

Contract Employees

Belcan will send you, SLPS, a bill each week for all hours worked by the employees the previous week, plus charges for any other properly billable items. Should any statutory rates increase, Belcan will increase this mark-up rate to correspond with the amount of the rate increase. If Belcan is notified in advance of the increase commencement, we will notify you of the corresponding rate increase prior to its commencement. Invoices are payable within 30 (thirty) days. Since invoices are principally based upon the number of hours worked by the employees, we require each employee to submit a weekly record of hours worked during that week. This record is maintained on a time card which is certified by the employee as being accurate. However, before the time card becomes valid for billing and payroll purposes, it must be signed by your representative. There will be a 3% service charge on all payments made with a credit card.

TERMINATION OF THIS AGREEMENT

Once this Agreement has been executed, you and we have agreed that either you or we can terminate it by giving seven (7) days' written notice of such termination to the other. Also, you and we have agreed that either you or we will have the option to terminate this Agreement immediately if the other materially breaches any of its provisions.

INSURANCE AND LIABILITY

We maintain all insurance coverages. A Certificate of Insurance will be provided upon request.

CONFIDENTIAL INFORMATION

We recognize that employees who are assigned to your premises may have access to certain information which you consider to be proprietary and confidential. We will require each of the employees to treat this information as confidential and to agree not to disclose it to any third person.

HIRING OF EMPLOYEES

During the term of this Agreement, it is mutually agreed that we will not solicit or hire each other's employees unless otherwise agreed to in writing.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between you and us and no other understanding which modifies the terms hereof shall be binding unless it expressly states that it is a modification of this Agreement, made in writing and signed by authorized representatives of both you and us.

By: _____
Paul Muzik
Belcan InfoServices

Title: Branch Manager

Date: _____

By: _____

Title: _____

Date: _____

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 5, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info.Technology Officer**VENDOR SELECTION METHOD:**

- ☒ RFP/Bid RFP 044-0809
- ☐ Sole Source
- ☐ Contract Renewal
- ☐ Ratification

Previous Bd. Res. #:

Agenda Item: 01-26-10-07

Information: ☐

Conference: ☐

Action: ☒

SUBJECT:

To approve a contract with BTU, LLC for E-Rate consulting services to be provided February 1, 2010 through February 1, 2011 with an option to renew for up to two additional years at a cost not to exceed \$86,000.00 per year.


BACKGROUND:

The district will use actual funding data received from USAC. In the past, with assistance from consultants the District has positively responded to Program Integrity Audits and other requests. Additionally, the District has received over 100+ million dollars in goods and services. The assistance of an E-Rate expert will facilitate both the planning and submission of applications for future funding requests.


CSIP: Goal 3: Resource**Row:** 90**MSIP:** 6.4.1**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)

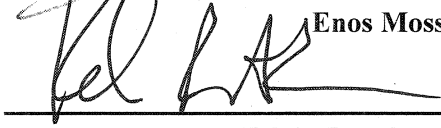
Fund Source: 110-2828-6319-981-75	GOB	Requisition #: 10116560
Amount: \$86,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$86,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Technology Services**Requestor:** J. F. Larry


 Dr. Jesolyn Larry, Interim Info.Technology Officer


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent

Project Statement of Work: The table below shows the tasks to be performed on a monthly, quarterly and annual basis.

Task Description	Hrs
Annual Startup (Begin July 1 - Complete by August 30)	
Gather & Analyze E-Rate Documentation from previous year's applications	16
Draft/Update SLPS E-Rate Invoice Processing Procedures	20
Draft/Update SLPS Vendor Outreach Procedures	12
Setup/Maintain SLPS E-Rate Document Repository (SharePoint)	24
Update SLPS E_Rate Policies and Procedures	16
Draft/Update Annual Pre-Audit Procedures	16
Review all Procedures, receive SLPS approval, log to EDR	4
Annual Processes (ongoing through funding year)	
Review Tech Plan and CIPA for E-Rate Compliance, log approvals to EDR	8
Review 2-in-5 Status, List of Schools, Publish 2-in-5 Status Summary	8
Review Eligible Services List, determine technologies for E-Rate Applications	8
Gather NSLP Data and Review Discount Calculation Process	16
Set plans for Priority 1 and Priority 2 funding, Identify specific technologies, specific schools	24
Assist with Procurement Process, including RFP's as required	30
Draft SLD Forms (470/471/486) and Form 470 Response Logs	24
Respond to PIA Reviews, Selective Reviews, Perform Contracts Review	24
SLPS Training Workshops - Develop Materials - (On-Site Presentation(s))	16
Perform Pre-Audit after close of E-Rate Funding Year, Review Results and log to EDR	20
Monthly Tasks (ongoing through funding year)	
Monitor progress of applications, Publish Qtrly Funding Summary (1 day/mo onsite)	96
Monthly Status Report and Meeting (1 day/mo onsite)	96
Monthly SLPS E-Rate Invoice Process (1 day/mo onsite)	96
Monthly Vendor Outreach Procedures	32
Other USAC/FCC/SLD and Vendor Interface Activity	144
Update E-Rate Binder and EDR Documentation	48
Year 1 Total	798

BTU Responses to SLPS Addendum #1:

Please respond to your ability to provide the following services. Provide examples and/or methodology for complying with the following:

BTU is proposing a full-service E-Rate Consulting process for SLPS. The overall process will be based on an annual cycle of activities that will assure SLPS success with E-Rate applications. These activities include on-site training, monthly on-site status meetings and continuous support as well as the preparation and review of all SLD forms, correspondence, appeals and other documents. The key to this process will be the creation and maintenance of an SLPS E-Rate Document Repository (EDR). This repository will be based on MS SharePoint and will reside on a BTU server with SLPS access. At the District's discretion, this application can reside on an SLPS server with BTU access. The EDR will contain documentation of all E-Rate processes for each funding year.

- a) Provide assistance in the timely approval of District Technology Plan.
 - BTU shall assist SLPS in developing their Technology Plan and assuring that the plan meets or exceeds SLD requirements for content, coverage and approval dates. BTU will assure that the documentation is in compliance with all SLD requirements. Once the District receives state approval, the Plan and the Approval Letter will be logged to the EDR.
- b) Verify and validate SLPS' processes ensuring that E-Rate activities are acceptable and within the scope, spirit and intent of E-Rate rules and regulations.
 - Working with SLPS, BTU will update the existing SLPS E-Rate Policies and Procedures Manual on a quarterly basis and review with SLPS for approval. Upon approval the document will be logged to the EDR and the processes will be monitored monthly for compliance.
- c) Assist in obtaining 100% of funding requests.
 - BTU will work with SLPS to assure that all requests are 100% eligible and will act as SLPS's interface with SLD as required to assure funding approvals. In the event of funding reductions or denials, BTU shall draft, review and submit appeals to SLD and FCC as required. BTU will provide quarterly updates on funding results in an excel format for review by SLPS.
- d) Advise SLPS as to what eligible services are available, as well as cross-referencing the USAC/SLD's eligible services list.
 - BTU shall conduct a full-day on-site meeting each fall to review the Eligible Services List with SLPS staff. This meeting shall take place as soon as possible after the release of the annual Eligible Services List updates by the FCC/SLD. BTU will look for all opportunities that may apply to SLPS and shall review these with the district. BTU shall construct and maintain a '2-in-5' eligibility chart showing all schools and eligible sites on a yearly basis.
- e) Advise SLPS on timelines that must be met in order to receive services.
 - BTU will make sure that SLPS is advised well in advance of all approaching deadlines through training, on-site monthly status meetings and other correspondence.
- f) Assist SLPS in the posting and responding to all forms and letters pertaining to E-Rate, such as 470's, 471's, BEAR forms, PIA rebuttals.
 - BTU shall draft and review all forms, including Forms 470, 471, 486, 500, 472 (BEAR) and others as required. All forms will be logged to the EDR. BTU will draft and review with SLPS responses to any PIA or other SLD/FCC requests for information and with the District's permission can respond directly to SLD/FCC on their behalf. We currently provide this service to many clients.

- g) Interface with selected service provider for completion of forms accurately and on time.
 - BTU will work with SLPS to establish a Vendor Outreach Procedure. This procedure will begin with a single-point-of-contact list for all Service Providers for each funding year. BTU shall work with SLPS and will contact each vendor in advance of the funding year to make sure that the Service Providers understand and comply with SLD requirements.
- h) Interface with selected service provider to ensure billing for E-Rate funded products and services is correct and on time.
 - As part of the Vendor Outreach Procedure, BTU will provide assistance as necessary to each vendor to assure that they understand all eligibility, compliance, invoicing and other requirements of the E-Rate program. At SLPS's discretion, BTU will conduct a half-day vendor training seminar prior to the beginning of each funding year at no additional cost.
- i) Interface with SLPS, its vendors, and USAC to resolve invoice and reimbursement problems.
 - BTU shall work with the district to develop an E-Rate Invoicing Process as part of the overall SLPS E-Rate Policies and Procedures. This process should reduce or eliminate many invoicing and reimbursement issues. BTU will work with SLPS, vendors and USAC to resolve any invoicing or reimbursement problems.
- j) Provide only neutral source information and advice on E-Rate.
 - BTU is an independent consulting firm with no ties to Service Providers. We receive no funding from SLD and will provide advice and expertise in a completely neutral fashion.
- k) Provide insight on other, non-E-Rate funding opportunities.
 - BTU shall work with the district to research and report on other funding opportunities including the current and future government sponsored stimulus efforts.
- l) Provide SLPS guidance for ensuring an open and fair process for selecting the most cost-effective provider of the desired services.
 - BTU shall provide assistance to the district in assuring that the published Procurement Policies satisfy E-Rate requirements. BTU will create and maintain a Form 470 response log and RFP Evaluation Matrix that satisfies SLD requirements for all FRN's moving forward. These documents will be logged to the EDR.
- m) Review existing contracts for E-Rate eligibility and document accordingly.

- BTU shall review all existing contracts for E-Rate compliance. Documentation will be logged to the EDR. Where appropriate, BTU will work with the district to establish Statements of Work (SOW's) for each contract/vendor and these will be logged to the EDR as well.
- n) Maintain current knowledge of local and state procurement laws.
- BTU has reviewed the existing procurement documents (from SLPS website) and will work with the District to assure compliance with local and state procurement laws.
- o) Review existing bid documents and offer suggestions for compliance, if necessary.
- BTU will review all current and upcoming bid documents and will offer suggestions for E-Rate compliance. BTU will perform this service through the life of this contract.
- p) Assist SLPS with posting and delivery of appropriate completed forms to USAC.
- As stated above, BTU will draft and review all SLD forms well in advance of deadlines. With SLPS's permission BTU will act on their behalf as an interface to SLD.
- q) Provide document image and warehousing of applications and related materials for up to 5 years or as required by Federal guidelines.
- BTU will assure that all documents are logged to the EDR. With SLPS's permission, BTU will setup a backup site for the EDR at their facilities and assure SLPS that all data will be retained for at least five years beyond the last activity of each funding year.
- r) Provide Invoice Management and E-Rate Program Accountability Services.
- BTU shall work with the district to develop an Invoicing Process as part of the overall SLPS E-Rate Policies and Procedures. As part of this Invoicing Process, BTU will – with the District's permission – review all vendor invoices for eligibility issues and will document this review to the EDR.
- s) Provide Online Management of Records
- BTU is willing to take responsibility for the Online Management of the EDR and to assure SLPS's access to it on a 24x7 basis. If the EDR resides on SLPS server(s), BTU will take responsibility for maintaining the currency and accuracy of its content and will provide an off-site backup copy of the EDR at BTU facilities.
- t) Provide a professional staff to answer E-Rate related questions including, but not limited to, questions concerning applications, filing deadlines, contracting requirements, eligible/ineligible services, correction/amendment procedures, and vendor invoices.

- Don Dietrich will be the lead consultant to SLPS. BTU will be supporting SLPS with two additional consultants, Lori Thompson and Carol Underriner. Each consultant's resume is included in this response and all consultants have worked with the E-Rate program since its inception in 1998. Our staff has exhaustive experience in dealing with SLD Forms, CIPA compliance, NSLP issues, PIA, Audits, Appeals and all other areas of the E-Rate process.

- u) Keep SLPS apprised of the latest E-Rate related developments on a regularly scheduled basis, and communicate with FCC/SLD/USAC as required.
 - All BTU consultants attend annual SLD training. We currently provide E-Rate support to over 70 districts across the country and we provide an E-Rate Hotline Service for two large state-wide clients. We are dedicated to maintaining current expertise in the E-Rate program and we will keep SLPS advised of all changes and opportunities in the program on a timely basis through on-site training, monthly status meetings and email/phone calls. We will act as SLPS's interface to FCC/SLD/USAC as required.
- v) Inventory all eligible services contracts and/or associated pricing agreements, bid materials and correspondence.
 - BTU will gather, review and catalog all contracts, pricing agreements, bid materials, bid evaluations, contract decisions and other related documentation to the EDR on a funding year basis.
- w) Work with SLPS designated employees to prepare all materials and make available for Federal audit.
 - As part of our services, BTU will conduct an annual pre-audit of each year's funding activity. This pre-audit will commence on November 1 of each year and will involve a full review of the previous funding year's activities. BTU will develop and review with SLPS the specific audit procedures and these will be based on recent audit experiences by both BTU and SLPS. Audit results will be logged to the EDR.
- x) Interface with Schools and Libraries Division Program Integrity Group to coordinate responses for information requests or inquiries which includes present and historic E-Rate funding years.
 - BTU shall work with the District and will act on their behalf to interface directly with PIA on any/all issues for any/all funding years.
- y) Provide monthly reconciliation of eligible services inventory to service provider invoices.
 - As part of the E-Rate Invoicing Process (developed under Item R above) BTU will provide a monthly reconciliation worksheet covering all E-Rate invoices. In order for BTU to provide this reconciliation, SLPS must provide timely copies of invoices and payments.
- z) Provide monthly verification of service provider pricing that is consistent with contract or associated pricing agreements.
 - BTU will provide this verification as part of the E-Rate Invoicing Process.

aa) Complete review of invoices and provide findings to SLPS prior to individual invoice due date.

- BTU will provide this review as part of the E-Rate Invoicing Process.

bb) Assist in monthly reconciliation and allocation of eligible expenses from service provider invoice to FCC/SLD/USAC eligible services.

- BTU will provide this review as part of the E-Rate Invoicing Process.

ERATE RFP Evaluation

RFP #044-0809

General Parameters

All vendors were evaluated by the evaluation team based on five criteria: Vendor's Experience, Ability to work with ERATE, M/WBE, Prior District Relationship, and Meeting Overall Proposal Requirements. Cost was not considered in this phase of the evaluation.

Evaluation Team

Terry Laster
Mark Howell

Sharon Davis
Kevin Coyne

Terry Laster computed the tabulation of scores from the evaluation sheets of the team.

Second Phase of Evaluation - Cost

Based on the results of the evaluation of the General Parameters, the evaluation team decided to limit the cost evaluation to the top three vendors, feeling that these three vendors adequately distinguished themselves from the other vendors.

The three vendors selected were Education Funding Group (40.64), Infinite Connections (44.38) and BTU Consultants (55.19).

Infinite Connections

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Base Contract Cost	\$ 85,250	\$ 79,016	\$ 79,016
Cost of Additional Visits	\$ 5,475 (4 Visits)	\$ 9,581 (7 Visits)	\$ 9,581 (7 Visits)
Total Cost	<u>\$ 90,725</u>	<u>\$ 88,597</u>	<u>\$ 88,597</u>
Grand Total Cost for 3 Years	<u><u>\$ 267,919</u></u>		
Hours Projected By Year	501	438	438
Total Hours	1,377	As a team we are concerned that Infinite Connections will provide more than 1,000 hours less than either of the other vendors.	
Cost Per Hour	\$ 194.57		

Education Funding Group

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Base Contract Cost	\$ 68,000	\$ 68,000	\$ 68,000
Cost of Additional Visits	\$ 19,250 (11 Visits)	\$ 19,250 (11 Visits)	\$ 19,250 (11 Visits)
Travel Costs	\$ 4,400	\$ 4,400	\$ 4,400
Hourly Rates for Additional Visits	\$ 15,180	\$ 15,180	\$ 15,180
Total Cost	<u>\$ 106,830</u>	<u>\$ 106,830</u>	<u>\$ 106,830</u>
Grand Total Cost for 3 Years	<u><u>\$ 320,490</u></u>		
Hours Projected By Year	850	850	850
Total Hours	2,550		
Cost Per Hour	\$ 125.68		

BTU Consultants

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Base Contract Cost	\$ 95,760	\$ 95,760	\$ 95,760
Cost of Additional Visits	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Cost	\$ 95,760	\$ 95,760	\$ 95,760

Grand Total Cost for 3 Years \$ 287,280

Hours Projected By Year	798	798	798
Total Hours	2,394		
Cost Per Hour	\$ 120.00		

Cost Evaluation

Based on the above costs, points were awarded to each vendor: Infinite Connections (25), Education Funding Group (15), and BTU (20).

Final Point Totals:

Infinite Connections	69.38
Education Funding Group	55.64
BTU Consultants	75.19

Recommendation

The team recommends that BTU Consultants be hired as the ERATE Consultant. We also recommend that the cost for BTU be negotiated down to approximately \$90,000 per year which would bring the cost into line with the lower cost proposal of Infinite Connections while providing 1,000 more hours of service.

Summary Responses To Erate Consultant RFP October 2009

Company	Evaluation/Score	Comments
BTU Consultant	55.19	
Vendor's Experience	13.33	
Ability to work w/ Erate	7.33	
M/WBE	3	
Prior district relationship	17.33	
Overall Requirements	14.2	
Education Funding Group	40.64	
Vendor's Experience	13	
Ability to work w/ Erate	6.66	
M/WBE	2.33	
Prior district relationship	8	
Overall Requirements	10.65	
Erate Central	38.99	
Vendor's Experience	12	
Ability to work w/ Erate	6.66	
M/WBE	2.33	
Prior district relationship	6.66	
Overall Requirements	11.34	
Erate Online	38.06	
Vendor's Experience	10.66	
Ability to work w/ Erate	6.33	
M/WBE	1.66	
Prior district relationship	7.33	
Overall Requirements	12.08	
Erate Program/Infinity	36.84	
Vendor's Experience	12.33	
Ability to work w/Erate	6.66	
M/WBE	1	
Prior district relationship	6	
Overall Requirements	10.85	

Funds for Learning**37.76**

Vendor's Experience	12
Ability to work w/ Erate	6.33
M/WBE	1.33
Prior district relationship	6.66
Overall Requirements	11.44

Infinite Connections**44.38**

Vendor's Experience	13.33
Ability to work w/Erate	6.66
M/WBE	3.33
Prior district relationship	8
Overall Requirements	13.06

Evaluation Committee

Sharon Davis
Mark Howell
Kevin Coyne
Terry Laster

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 5, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info.Technology Officer**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #: 01-15-09-12

Agenda Item: 01-26-10-08
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve a renewal contract with TSI, Inc for cable maintenance services to be provided from July 1, 2010 through June 30, 2011 at a cost not to exceed \$159,800.00 (SLPS match-based on Free and Reduced rate) for LAN cabling maintenance pending receipt of the 2010 - 2011 E-Rate Funding Commitment Decision Letter. The total value of the contract is \$940,000 (pre-discount).


BACKGROUND:

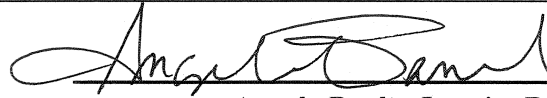
This service is needed to protect/repair the network cabling-thus increasing network reliability and performance at all SLPS locations. The data that is used for measurement is taken from the District's MAGIC Help Desk software. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. This is the second year of a three year contract.


CSIP: Goal 3: Resource**Row:** 90**MSIP:** 6.4.1**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)


Fund Source: 110-2828-6319-981-54	GOB	Requisition #:
Amount: \$159,800.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$159,800.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600005437

Department: Technology Services**Requestor:** J. F. Larry


 Dr. Jesolyn Larry, Interim Info.Technology Officer


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent

Requisition Number#: _____

Vendor #: 600005437

CONSULTANT SERVICE AGREEMENT
BETWEEN

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

AND

TSI, Inc.

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 29th day of January, 2009 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and **TSI, INC.** (hereinafter "Consultant"), a Corporation organized and existing under the laws of the state of Missouri, and licensed to do business in the City of St. Louis, Missouri. The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 43-1457249

Address: 700 Fountain Lakes Blvd – St. Charles, MO 63301

Contact Person: Robert Bray/Mike Jackson

Telephone Number: 636-949-8889

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

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

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

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

1. **TERM:** The Contractor shall commence performance of this Agreement on the **1st Day of July, 2009**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30th Day of June 2010**, but renewable for (2) additional years as a result of the 2 year delay in E-Rate funding.
2. **SCOPE OF SERVICES:** The Contractor 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 Contractor agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District.

The Contractor shall be and shall remain fully responsible for the quality and accuracy of Contractor's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Contractor of this responsibility

4. **COMPENSATION:** The District shall compensate the Contractor for the work outlined in the Scope of Services in the amount of \$ 940,000.00 (pre-discount), \$112,800.00 (SLPS match) 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 Contractor's performance by:	Dr. Jesolyn Larry
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Mark Howell
I	Verification of the receipt of all documents produced by Contractor pursuant to the Scope of Services by:	Dr. Jesolyn Larry

5. **SUB-CONTRACTING:** The Contractor 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 Contractor 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** Contractor agrees to indemnify and hold harmless the Board and the Board's officers, directors, servants, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) which may be suffered by, incurred by or threatened against the Board or any officers, directors, servants, employees, or agents of the Board on account of or resulting from injury, or claim of injury to person or property arising out of the operation of the program operated by Contractor 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 Contractor. This provision shall survive termination or expiration of the Agreement.
11. **WARRANTY FOR SERVICES** Contractor warrants and represents to the Board that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor 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 Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 8 above, the Board at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the Board; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the Board for all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the Board shall be deemed mutual and severable, and not exclusive.
13. **INSURANCE** Contractor shall maintain occurrence-based insurance including comprehensive general liability in the amounts specified in Attachment A. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

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

14. **TERMINATION**

- a. **Termination without Cause.** The District may terminate this Agreement without cause by giving written notice of the intent to terminate. In the event that such written Notice of Intent to Terminate is provided, termination of this Agreement shall become effective thirty (30) days from the date set forth in the Notice of Intent to Terminate. The Consultant will cease work on said termination date and take all reasonable actions to minimize any expenses. The Consultant will be compensated for those services provided through the date of termination and any approved related expenses within sixty (60) of receipt of a properly submitted invoice.
- b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for ten (10) days following receipt of written notice from the objecting party. In the event that this Agreement is terminated under this Article, the rights and remedies of either party provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies which either party may be entitled to pursue in the event of a breach of this Agreement as provided by law or under the terms and conditions of this Agreement. The Consultant will be compensated for only those services satisfactorily provided through cure date end.
- c. **Effect of Termination on the Parties Obligations.** Upon termination of this Agreement for any reason, the parties shall have no further obligations under this Agreement, except as expressly set forth in this Agreement.
- d. **Return of Documentation.** Upon the expiration or termination of this Agreement, the Consultant shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Consultant hereunder.

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

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

17. **ASSIGNMENT** This Agreement may not be assigned by Contractor without the prior written authorization of the Board, which authorization the Board may withhold in its sole discretion.
18. **ENTIRE AGREEMENT** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supercede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.
19. **MODIFICATION** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties
20. **NOTICE** Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or via a nationally recognized overnight courier service and addressed:

To the Board:

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

To Contractor:

TSI, INC.
700 Fountain Lakes Blvd.
St. Charles, MO 63301
Legal Notice Enclosed

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

21. **WAIVER** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or

in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.

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

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

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

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

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

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

26. **RIGHTS CUMULATIVE** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies which such party may have, whether by present or future law or pursuant hereto, and each party shall have, to the fullest extent

permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or other remedy without thereby waiving or being barred or stopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.

27. **CONTRACTOR REPRESENTATIONS** Contractor acknowledges and represents that (i) Contractor 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 Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor 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. Contractor also agrees to abide by all applicable Board policies and regulations.

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

29. CONSULTANT'S PERSONNEL

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

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

District that it will properly supervise all Personnel during the performance of services and/or while any Personnel is on District property.

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

d. Background Checks. All Personnel providing services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the District and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Consultant and the District shall not be liable for such cost under any circumstance. The Consultant assures the District that the Consultant agrees to remove or not hire for the District's account any Personnel who have any Department of Family Services claims: a) that would raise concerns about inappropriate behavior with children; b) where a criminal offense has been committed that would raise concerns about inappropriate behavior with children; c) where there has been a conviction for any sex-related offense or any other offense indicating a lack of acceptable moral character for associating with children; d) where there has been a determination of any physical and/or mental abuse of children; and/or e) where there has been termination for cause due to inappropriate behavior with children in any project, program, and/or location of services of the Consultant. The District will receive notice of any Personnel so removed or terminated. The Consultant will select, hire, and train replacement Personnel within fifteen (15) days of a vacancy on the District's account, all without any additional cost to the District. Within three (3) days of a written request by the District, the Consultant agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.

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

30. **OWNERSHIP OF COMPLETED SERVICES** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Contractor Services under this Agreement shall vest in and are hereby assigned to the Board. Except as provided in this Agreement, Contractor 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. Contractor acknowledges that any copyrightable works prepared by Contractor under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the Board, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the Board for whatever use it desires, and nothing contained herein shall be deemed to constitute a mere a license or franchise in the Board.

31. **INFRINGEMENT** Contractor warrants to the Board that Contractor, 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. Contractor further represents and warrants to the Board that neither Contractor or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.

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

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

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

☒ **Board Resolution #01-15-09-12**, attached hereto.

Or

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

Or under \$5,000

☐ **Emergency Request**


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

(See attached Scope of Services for Details)

- Repair/maintain cable throughout the District
- Monthly repair logs

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

TSI, INC.
700 FOUNTAIN LAKES BLVD.
ST. CHARLES, MO 63301

By: 

Title: Consultant

Date: 2/2/09

Tax I.D. No 43.1457249

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

By: 

Title: Superintendent

Date: 2/12/09

ATTACHMENT A

SCOPE OF SERVICES

☒ **Contractor Services**

- a. Attached on separate sheet
- b.
- c.

☐ **Insurance Coverage**

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

PAYMENT SCHEDULE

Upon completion of the scope of services and submission of invoices payment will be made

CONTRACT COSTS AND EXPENSES
TO BE PAID BY BOARD

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____

SCOPE OF SERVICES

TSI Inc.

1. The Contractor shall provide the following specified services.

The contractor shall provide services in relation to and associated with the Universal Services Administration Company, Schools and Libraries Division, E-Rate funding guidelines for Cable Plant Maintenance for the City of St. Louis Public School District.

Maintenance of the cable plant in the St. Louis Public School District's eligible facilities, including all schools and eligible administrative facilities, approximately 91 school buildings and other eligible sites.

The following products and services are generally eligible: repair and upkeep of hardware, wire and cable maintenance, basic technical support and configuration changes. Only services that are necessary to ensure that the network is capable of transmitting information to the school or library are eligible.

The contractor will provide technicians, equipment and materials as required to maintain the cable plant in the St. Louis Public Schools. Although the technicians cannot be considered full-time-on-site, they will always have the District assigned as their first priority.

The Technicians will have the following certifications and experience:

- One technician will be a BICSI RCDD and will provide supervision for the others, and will serve as the main contact for TSI Engineered Systems.
- The Technicians will have all necessary experience and qualifications to maintain system integrity.

TSI, Inc. staff will provide all E-rate eligible services at E-rate eligible sites as requested by the District. These services will be provided during normal business hours. District requests requiring services outside normal business hours will be evaluated on a case-by-case basis and may be determined to be outside the scope of this agreement and therefore billable on a time and material basis.

TSI, Inc. will provide maintenance and MAC orders at non-eligible sites (NIF) at an hourly rate of \$65.00.

TSI, Inc. will provide, through this agreement, all cable maintenance for the District regardless of the cause of trouble. This includes abuse, theft, and vandalism. TSI, Inc. will not issue additional invoices for maintenance and MAC orders at eligible sites for eligible services.

This agreement does not include equipment replacement other than the labor required for the replacement.

2. Length / duration of services (specify the number of days / weeks):
Duration of services: 7/1/09 – 6/30/10

SAINT LOUIS PUBLIC SCHOOLS

Date: January 5, 2009

To: Kelvin R. Adams, Ph.D.

From: Terry Laster, Chief Information Officer

Agenda Item: 01-15-09-12

Information: ☐

Conference: ☐

Action: ☒

Subject:

Contract with TSI for cable maintenance services to be provided from July 1, 2009 through June 30, 2010 at a cost not to exceed \$940,000.00 (pre-discount), \$159,800.00 (SLPS match-based on Free and Reduced rate) for local area network cabling maintenance at all eligible locations pending receipt of the 2009 -2010 E-Rate Funding Commitment Decision Letter for the period beginning July 1, 2009 - June 30, 2010.

This service is needed to protect/repair the network cabling and thus increase network reliability and performance. The data that is used for measurement is taken from the District's MAGIC Help Desk software. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. (CSIP - 89; MSIP - 6.4).

-Pending availability of funding for fiscal year 2009/2010-

Background:

Funding Source :981-2828-6319-110-54

Requisition No. (N/A)

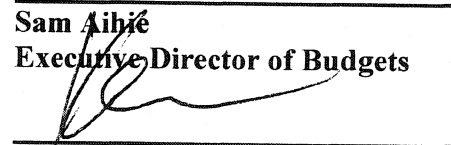
Cost not to exceed: \$159,800.00

Recommendation: Approval


Terry Laster, Chief Information Officer


Sam Aihje
Executive Director of Budgets


Enos Moss
CFO / Treasurer


Kelvin R. Adams, Ph.D.
Superintendent

AB
1-7-09 WSA
1/6/09

St. Louis Public School District
SUPERINTENDENT'S REPORT

January 15, 2009

1.0 Preliminary

1.1 CONSENT AGENDA

1.2 Information Items Only

- a) McKinley Classical Leadership Academy Expansion Proposal

Dr. Dan Edwards

- b) Community Education Centers (CEC)

Mr. John Windom

1.3 Business Items – Action Required

- 01-15-09-01** To approve the Monthly Transaction Report for the month of December, 2008.
- 01-15-09-02** To authorize the issuance, sale and delivery of \$39,295,000.00 principal amount of general obligation bonds (Missouri Direct Deposit Program) Series 2009 to fund the air condition program at the schools.
- 01-15-09-03** To approve the third amendment to the GOB Budget for the fiscal year 2008/2009 and the December 2008 Budget to Actual Report for the St. Louis Public Schools.
- 01-15-09-04** To approve a contract with IPNS, LLC for CISCO network equipment end-of-life maintenance services for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$202,180.00 (pre-discount), \$34,371.00 (SLPS match), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-05** To approve a contract (2nd year) with Gaggle.net to provided hosted student/teacher email accounts for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$72,275.00 (pre-discount), \$12,287.00 (SLPS match, based on free and reduced numbers) pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-06** To approve a contract with IPNS, LLC for Local Area Network (LAN) maintenance services to all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$499,200.00 (pre-discount); \$84,864.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]

1 | This consent agenda contains the routine operational contracts of the District and the items thereon are subject to change, addition and removal up to the time of the meeting.

- 01-15-09-07** To approve a contract with IPNS, LLC for Smart net maintenance services covering Cisco network equipment for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$643,309.87 (pre-discount); \$109,363.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-08** To approve a contract with IPNS, LLC for Wide Area Network (WAN) maintenance services at all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$655,200.00 (pre-discount); \$111,384.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-09** To approve a contract with IPNS, LLC for Uninterruptible Power Supply (UPS) maintenance service for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$115,258.52 (pre-discount); \$19,594.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-10** To approve a contract with K12, Inc. in partnership with Kaplan Virtual Education to provide virtual courses and services in support of the SLPS Virtual School for the period August 2008 through July 2009, in an amount not to exceed \$759,807.00, pending availability of funds. (Funding source: 981-QZ-110-2223-6319) [GOB]
- 01-15-09-11** To approve a contract with TSI for PBX telephone systems maintenance services for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$545,636.00 (pre-discount); \$92,758.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-12** To approve a contract with TSI for cable maintenance services to all eligible locations, for the time period July 1, 2009 through June 30, 2010; in an amount not to exceed \$940,000.00 (pre-discount), \$159,800.00 (SLSP match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-13** To approve renewal of contract (2nd year) with ATT-Cingular Wireless for a wireless enterprise solution for cell phones, email access, corporate data, and web features for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$431,892.00 (pre-discount), \$73,422.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 5, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info.Technology Officer**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #: 01-15-09-11

Agenda Item: 01-86-10-09
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

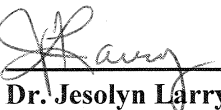
To approve a renewal contract with TSI, Inc for PBX telephone systems maintenance services to be provided from July 1, 2010 through June 30, 2011 at a cost not to exceed \$545,636.00 (pre-discount). Pending receipt of the 2010 - 2011 E-Rate Funding Commitment Decision Letter, the discounted cost to SLPS will be \$92,758.

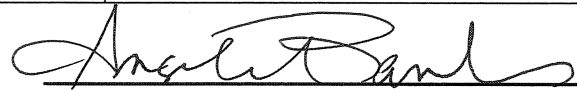
BACKGROUND:

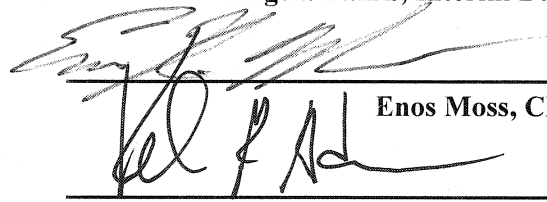
This service is needed to protect/repair/replace the telephone equipment as needed at all SLPS locations. The data that is used for measurement is taken from the District's MAGIC Help Desk software. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. Traditionally this has been paid via Billed Entity Applicant Reimbursement Method. This is the second year of a three year contract.

CSIP: Goal 3: Resource**Row:** 90**MSIP:** 6.4.1**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)

Fund Source: 110-2828-6319-981-54	GOB	Requisition #:
Amount: \$545,636.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$545,636.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600005437

Department: Technology Services**Requestor:** J. F. Larry

 Dr. Jesolyn Larry, Interim Info.Technology Officer


 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: December 9, 2009	
Dept / School: Technology Services		Reported By: J. F. Larry	
Vendor: TSI, Inc		Vendor #: 600005437	
Contract # / P.O/ #:		Contract Name: PBX Maintenance	
Contract Amount: \$ 545,636.00		Award Date: January 29, 2009	
Purpose of Contract (Brief Description): Repair/maintain District PBX telephone 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 X No <input type="checkbox"/>			

CONTRACT RENEWAL FOR PBX TELEPHONE MAINTENANCE

THIS **CONTRACT RENEWAL AGREEMENT FOR PBX** telephone repair/ Maintenance ("Agreement") made as of the __31st__ day of _January_____, 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 "TSI, Inc", with its principal office at 700 Fountain Lakes Blvd.- St. Charles, MO 63301, (hereinafter referred to as "Contractor").

Whereas, SLPS and Contractor entered into a contractual agreement dated "January 29, 2009", a true and correct Copy of which is attached hereto as ATTACHMENT 1 and hereby incorporated by this reference (hereinafter referred to as "The Contract"),

Whereas, The Contract includes a renewal option,

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

1. **CONTRACT RENEWAL:** SLPS and Contractor agree to renew The Contract under the same terms and conditions with the exception of the dates of service,
2. **SCHEDULE OF COMPLETION:** The start date of the renewal agreement shall be the effective date of this Agreement. The end date shall be no later than June 30, 2011.
3. **CONTRACT AMOUNT:** The agreed upon contract renewal amount is not to exceed **\$545,636.00**.
4. **ALL OTHER TERMS AND CONDITIONS:** All other terms and conditions shall be substantially the same as those set out in The Contract.
5. **AUTHORIZATION:** this Agreement is authorized by:

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

Or

_____ **Other:**

Or

_____ **Emergency Purchase Request**

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

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

**CONTRACTOR
TSI, Inc.
700 Fountain Lakes Blvd.
St. Charles, MO 63301**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Requisition Number#: _____

Vendor #: 600005437

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

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 29th day of January, 2009 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and **TSI, INC.** (hereinafter "Consultant"), a Corporation organized and existing under the laws of the state of Missouri, and licensed to do business in the City of St. Louis, Missouri. The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 43-1457249

Address: 700 Fountain Lakes Blvd. – St. Charles, MO 63301

Contact Person: Robert Bray/Mike Jackson

Telephone Number: 636-949-8889

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

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

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

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

1. **TERM:** The Contractor shall commence performance of this Agreement on the 1st **Day of July, 2009**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the 30th **Day of June 2010**, but renewable for (2) two additional years, as a result of the 2 years delay for E-Rate funding - non-delay of E-Rate funding.
2. **SCOPE OF SERVICES:** The Contractor 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 Contractor agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District. The Contractor shall be and shall remain fully responsible for the quality and accuracy of Contractor's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Contractor of this responsibility
4. **COMPENSATION:** The District shall compensate the Contractor for the work outlined in the Scope of Services in the amount of \$ 545,636.00 (pre-discount), \$65,476.32 (SLPS match) 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 Contractor's performance by:	Dr. Jesolyn Larry
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Mark Howell
I	Verification of the receipt of all documents produced by Contractor pursuant to the Scope of Services by:	Dr. Jesolyn Larry

5. **SUB-CONTRACTING:** The Contractor 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 Contractor 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** Contractor agrees to indemnify and hold harmless the Board and the Board's officers, directors, servants, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) which may be suffered by, incurred by or threatened against the Board or any officers, directors, servants, employees, or agents of the Board on account of or resulting from injury, or claim of injury to person or property arising out of the operation of the program operated by Contractor 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 Contractor. This provision shall survive termination or expiration of the Agreement.
11. **WARRANTY FOR SERVICES** Contractor warrants and represents to the Board that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor 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 Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 8 above, the Board at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the Board; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the Board for all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the Board shall be deemed mutual and severable, and not exclusive.
13. **INSURANCE** Contractor shall maintain occurrence-based insurance including comprehensive general liability in the amounts specified in Attachment A. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

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

14. **TERMINATION**

- a. **Termination without Cause.** The District may terminate this Agreement without cause by giving written notice of the intent to terminate. In the event that such written Notice of Intent to Terminate is provided, termination of this Agreement shall become effective thirty (30) days from the date set forth in the Notice of Intent to Terminate. The Consultant will cease work on said termination date and take all reasonable actions to minimize any expenses. The Consultant will be compensated for those services provided through the date of termination and any approved related expenses within sixty (60) of receipt of a properly submitted invoice.
- b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for ten (10) days following receipt of written notice from the objecting party. In the event that this Agreement is terminated under this Article, the rights and remedies of either party provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies which either party may be entitled to pursue in the event of a breach of this Agreement as provided by law or under the terms and conditions of this Agreement. The Consultant will be compensated for only those services satisfactorily provided through cure date end.
- c. **Effect of Termination on the Parties Obligations.** Upon termination of this Agreement for any reason, the parties shall have no further obligations under this Agreement, except as expressly set forth in this Agreement.
- d. **Return of Documentation.** Upon the expiration or termination of this Agreement, the Consultant shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Consultant hereunder.

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

16. **REPORTING** During the term of this Agreement, Contractor shall report to, and confer with, the Board's **Dr. Jesolyn Larry**, and/or her designee on regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related

to the Services. Contractor also agrees to meet and confer with other Board administrators, officers and employees as directed or as may be necessary or appropriate.

17. **ASSIGNMENT** This Agreement may not be assigned by Contractor without the prior written authorization of the Board, which authorization the Board may withhold in its sole discretion.
18. **ENTIRE AGREEMENT** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supercede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.
19. **MODIFICATION** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties
20. **NOTICE** Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or via a nationally recognized overnight courier service and addressed:

To the Board:

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

To Contractor:

TSI, INC.
700 Fountain Lakes Blvd.
St. Charles, MO 63301
Legal Notice Enclosed

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

21. **WAIVER** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.
22. **SEVERABILITY** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
23. **HEADINGS** The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.
24. **COUNTERPARTS** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
25. **BINDING EFFECT** The Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.
- a. **Special Administrative Board Approval.** It may be necessary to obtain the approval of the Special Administrative Board (hereinafter "SAB" or "Board") for this Agreement. If so, the Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Consultant of the approval or disapproval of the SAB. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to approval by the SAB and performance of such services hereunder shall be at the sole risk and liability of the Consultant. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.
- b. **Executed Agreement.** This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. The Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such execution. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to the execution of this Agreement and performance of such services hereunder shall be at the sole risk and liability of the Consultant.
26. **RIGHTS CUMULATIVE** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to

any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies which such party may have, whether by present or future law or pursuant hereto, and each party shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or other remedy without thereby waiving or being barred or stopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.

27. **CONTRACTOR REPRESENTATIONS** Contractor acknowledges and represents that (i) Contractor 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 Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor 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. Contractor also agrees to abide by all applicable Board policies and regulations.

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

29. **CONSULTANT'S PERSONNEL**

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

b. **Control of Personnel and Work.** The Consultant understands and agrees that it is solely obligated to and responsible for the selection, qualification, performance, workmanship, quality of services, licensing, and compliance with the terms and conditions hereunder for all Personnel providing services relevant to this Agreement and that it shall have sole control over the means and details of

performing the services, which shall be consistent with the District's intent hereunder. The Consultant shall use its best efforts, care, and diligence in the administration and performance of services hereunder. The Consultant ensures the District that it will properly supervise all Personnel during the performance of services and/or while any Personnel is on District property.

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

d. Background Checks. All Personnel providing services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the District and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Consultant and the District shall not be liable for such cost under any circumstance. The Consultant assures the District that the Consultant agrees to remove or not hire for the District's account any Personnel who have any Department of Family Services claims: a) that would raise concerns about inappropriate behavior with children; b) where a criminal offense has been committed that would raise concerns about inappropriate behavior with children; c) where there has been a conviction for any sex-related offense or any other offense indicating a lack of acceptable moral character for associating with children; d) where there has been a determination of any physical and/or mental abuse of children; and/or e) where there has been termination for cause due to inappropriate behavior with children in any project, program, and/or location of services of the Consultant. The District will receive notice of any Personnel so removed or terminated. The Consultant will select, hire, and train replacement Personnel within fifteen (15) days of a vacancy on the District's account, all without any additional cost to the District. Within three (3) days of a written request by the District, the Consultant agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.

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

replacement personnel within fifteen (15) days of a vacancy on the District's account.

30. **OWNERSHIP OF COMPLETED SERVICES** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Contractor Services under this Agreement shall vest in and are hereby assigned to the Board. Except as provided in this Agreement, Contractor 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. Contractor acknowledges that any copyrightable works prepared by Contractor under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the Board, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the Board for whatever use it desires, and nothing contained herein shall be deemed to constitute a mere a license or franchise in the Board.
31. **INFRINGEMENT** Contractor warrants to the Board that Contractor, 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. Contractor further represents and warrants to the Board that neither Contractor or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.
32. **USE OF DATA / INFORMATION** Information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall remain the Board's property and shall be used only in connection with the Services provided to the Board.
33. **DEFINITION** For purposes of this Agreement, the term "person" shall mean any natural person, firm, association, partnership, corporation or other form of legal entity.
34. **AUTHORIZATION**: this Agreement is authorized by:

☒ **Board Resolution #01-15-09-11**, attached hereto.

Or

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

Or under \$5,000

☐ Emergency Request

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

(See attached Scope of Services for Details)

- Repair/maintain District PBX telephone systems.

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

TSI, INC.
700 FOUNTAIN LAKES BLVD.
ST. CHARLES, MO 63301


By: 

Title: Consultant

Date: 2/2/09

Tax I.D. No 43-1457249

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

By: 

Title: Superintendent

Date: 2/12/08

ATTACHMENT A

SCOPE OF SERVICES

☒ **Contractor Services**

- a. To be submitted on separate sheet
- b.
- c.

☐ **Insurance Coverage**

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

PAYMENT SCHEDULE

Upon completion of the scope of services and submission of invoices payment will be made

CONTRACT COSTS AND EXPENSES
TO BE PAID BY BOARD

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____

SCOPE OF SERVICES

TSI, Inc.

Contractor Services

1. The Contractor shall provide the following specified services.

The contractor shall provide services in relation to and associated with the Universal Services Administration Company, Schools and Libraries Division, E-Rate funding guidelines for PBX Maintenance for the City of St. Louis Public School District.

Maintenance of telephone systems in the St. Louis Public School District's eligible facilities, including all schools and eligible administrative facilities, approximately 91 school buildings and other eligible sites.

The following products and services are generally eligible: repair and upkeep of hardware, wire and cable maintenance, basic technical support and configuration changes. Only services that are necessary to ensure that the network is capable of transmitting information to the school or library are eligible.

The contractor will dedicate and assign three Telephone Technicians to the St. Louis Public Schools. Although the three technicians cannot be considered full-time-on-site, they will always have the District assigned as their first priority and will report to the Administration Building daily to receive trouble tickets and MAC requests.

The three Telephone Technicians will have the following certifications and experience:

- **All three technicians shall be Mitel 2000 certified.**
- **Two technicians will be Mitel 3300 certified.**
- **One technician will be a Cisco CCNP.**
- **One technician will be a BICSI RCDD and will provide supervision for the other two, and will serve as the main contact for TSI Engineered Systems.**
- **The three Telephone Technicians have a combined experience of over 32 years providing telephone maintenance in the St. Louis Public School District.**

TSI, Inc. staff will provide all E-rate eligible telecommunications services at E-rate eligible sites as requested by the District. These services will be provided during normal business hours. District requests requiring services outside normal business hours will be evaluated on a case-by-case basis and may be determined to be outside the scope of this agreement and therefore billable on a time and material basis.

TSI, Inc. will provide maintenance and MAC orders at non-eligible sites (NIF) at an hourly rate of \$65.00.

TSI, Inc. will provide, through this agreement, all telephone maintenance for the District regardless of the cause of trouble. This includes abuse, theft, and vandalism. TSI, Inc. will not issue additional invoices for maintenance and MAC orders at eligible sites for eligible services.

This agreement does not include equipment replacement other than the labor required for the replacement. The District will provide all telephone equipment.

2. Length / duration of services (specify the number of days / weeks):
Duration of services: 7/1/09 – 6/30/10

3. Identify each person(s) who will be providing the services:

Mr. Michael Jackson

Mr. Richard Raney

Mr. Garry Williams

PAYMENT SCHEDULE

Payment will be made upon submission of invoice

CONTRACT COSTS AND EXPENSES
TO BE PAID BY BOARD

Subject to review of the Board, Contractors reasonable and necessary costs and expenses, not to exceed 15% of the amount of the fees payable to Contractor, upon submission of satisfactory invoices and supporting documentation

SAINT LOUIS PUBLIC SCHOOLS

Date: January 5, 2009

To: Kelvin R. Adams, Ph.D.

From: Terry Laster, Chief Information Officer

Agenda Item: 01-15-09-11

Information:	<input type="checkbox"/>
Conference:	<input type="checkbox"/>
Action:	<input checked="" type="checkbox"/>

Subject:

Contract with TSI for PBX telephone systems maintenance services to be provided from July 1, 2009 through June 30, 2010 at a cost not to exceed \$545,636.00 (pre-discount), \$92,758.00 (SLPS match-based on Free and reduced rate) for telecommunications maintenance at all eligible locations pending receipt of the 2009 -2010 E-Rate Funding Commitment Decision Letter for the period beginning July 1, 2009 - June 30, 2010.

This service is needed to protect/repair/replace the telephone equipment as needed all SLPS locations.. The data that is used for measurement is taken from the District's MAGIC Help Desk software. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. (CSIP - 2; MSIP - 6.4).

-Pending availability of funding for fiscal year 2009/2010-

Background:

Funding Source :981-2828-6319-110-54 *GOB(E-Rate)*

Requisition No.


Cost not to exceed: \$92,758.00

Recommendation: Approval


Terry Laster, Chief Information Officer


Enos Moss
CFO / Treasurer


Sam Aikie
Executive Director of Budgets


Kelvin R. Adams, Ph.D.
Superintendent

AB 1-7-09 *WBA 1/6/09*

St. Louis Public School District
SUPERINTENDENT'S REPORT

January 15, 2009

1.0 Preliminary

1.1 CONSENT AGENDA

1.2 Information Items Only

- a) McKinley Classical Leadership Academy Expansion Proposal

Dr. Dan Edwards

- b) Community Education Centers (CEC)

Mr. John Windom

1.3 Business Items – Action Required

- 01-15-09-01** To approve the Monthly Transaction Report for the month of December, 2008.
- 01-15-09-02** To authorize the issuance, sale and delivery of \$39,295,000.00 principal amount of general obligation bonds (Missouri Direct Deposit Program) Series 2009 to fund the air condition program at the schools.
- 01-15-09-03** To approve the third amendment to the GOB Budget for the fiscal year 2008/2009 and the December 2008 Budget to Actual Report for the St. Louis Public Schools.
- 01-15-09-04** To approve a contract with IPNS, LLC for CISCO network equipment end-of-life maintenance services for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$202,180.00 (pre-discount), \$34,371.00 (SLPS match), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-05** To approve a contract (2nd year) with Gaggle.net to provided hosted student/teacher email accounts for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$72,275.00 (pre-discount), \$12,287.00 (SLPS match, based on free and reduced numbers) pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-06** To approve a contract with IPNS, LLC for Local Area Network (LAN) maintenance services to all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$499,200.00 (pre-discount); \$84,864.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]

This consent agenda contains the routine operational contracts of the District and the items thereon are subject to change, addition and removal up to the time of the meeting.

- 01-15-09-07** To approve a contract with IPNS, LLC for Smart net maintenance services covering Cisco network equipment for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$643,309.87 (pre-discount); \$109,363.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-08** To approve a contract with IPNS, LLC for Wide Area Network (WAN) maintenance services at all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$655,200.00 (pre-discount); \$111,384.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-09** To approve a contract with IPNS, LLC for Uninterruptible Power Supply (UPS) maintenance service for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$115,258.52 (pre-discount); \$19,594.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-10** To approve a contract with K12, Inc. in partnership with Kaplan Virtual Education to provide virtual courses and services in support of the SLPS Virtual School for the period August 2008 through July 2009, in an amount not to exceed \$759,807.00, pending availability of funds. (Funding source: 981-QZ-110-2223-6319) [GOB]
- 01-15-09-11** To approve a contract with TSI for PBX telephone systems maintenance services for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$545,636.00 (pre-discount); \$92,758.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-12** To approve a contract with TSI for cable maintenance services to all eligible locations, for the time period July 1, 2009 through June 30, 2010; in an amount not to exceed \$940,000.00 (pre-discount), \$159,800.00 (SLSP match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-13** To approve renewal of contract (2nd year) with ATT-Cingular Wireless for a wireless enterprise solution for cell phones, email access, corporate data, and web features for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$431,892.00 (pre-discount), \$73,422.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]

This consent agenda contains the routine operational contracts of the District and the items thereon are subject to change, addition and removal up to the time of the meeting.

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 5, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info. Technology Officer**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #: 01-15-09-04

Agenda Item 01-26-10-10
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve a renewal contract with IPNS, LLC for Cisco network equipment end-of-life maintenance services to be provided from July 1, 2010 through June 30, 2011 at a cost not to exceed \$34,371.00 (SLPS match) for maintenance at all eligible locations pending receipt of the 2010-2011 E-Rate Funding Commitment Decision Letter. The total value of the contract is \$202,180 (pre-discount).


BACKGROUND:

This service is needed to protect/repair the Cisco network equipment that is no longer under warranty thus increasing network reliability and performance. The data that is used for measurement is taken from the District's MAGIC Help Desk software. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. This is the second year of a three year contract.


CSIP: Goal 3: Resource**Row:** 90**MSIP:** 6.4.1**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)

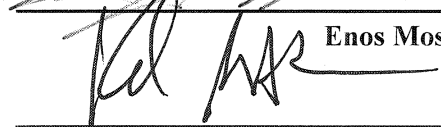
Fund Source: 110-2828-6319-981-54	GOB	Requisition #:
Amount: \$34,371.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$34,371.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600009971

Department: Technology Services**Requestor:** J. F. Larry


 Dr. Jesolyn Larry, Interim Info. Technology Officer


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent

Requisition Number#: _____

Vendor #: 600009971

MAINTENANCE SERVICE AGREEMENT
BETWEEN
Special Administrative Board of the
Transitional School District of the City of St. Louis
AND
IPNS, LLC

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 29th day of January, 2009 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and **IPNS, LLC** (hereinafter "Consultant"), a Limited Liability Company organized and existing under the laws of the state of Missouri, and licensed to do business in the City of St. Louis, Missouri. The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 74-3105693

Address: 4500 Gary Arnold, MO 63010

Contact Person: Mark Abram

Telephone Number: 618-288-7512

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

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

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

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

1. **TERM:** The Contractor shall commence performance of this Agreement on the 1st **Day of July, 2009**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the 30th **Day of June 2010**, but renewable for two (2) additional years as a result of the 2 year delay in E-Rate funding.
2. **SCOPE OF SERVICES:** The Contractor 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 Contractor agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District.

The Contractor shall be and shall remain fully responsible for the quality and accuracy of Contractor's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Contractor of this responsibility

4. **COMPENSATION:** The District shall compensate the Contractor for Maintenance End of Life outlined in the Scope of Services in the amount of \$ 202,180.00 (pre-discount), \$34,371.00 (SLPS match) Payment terms and schedule are attached hereto, incorporated herein, and made part of this Agreement as Attachment A – Payment Schedule.

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

	Requirement	SLPS Administrator
(a)	Evaluation of Contractor's performance by:	Dr. Jesolyn Larry
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Mark Howell
I	Verification of the receipt of all documents produced by Contractor pursuant to the Scope of Services by:	Dr. Jesolyn Larry

5. **SUB-CONTRACTING:** The Contractor 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 Contractor has the authority to secure at its own expense, all necessary personnel required to perform the services under this Agreement.
7. **SUBCONTRACTS:**

a. 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.

b. The SAB agrees to permit the use of subcontractors of IPNS, LLC incorporated herein, and made part of this Agreement as Attachment B – "Subcontractors."

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** Contractor agrees to indemnify and hold harmless the Board and the Board's officers, directors, servants, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) which may be suffered by, incurred by or threatened against the Board or any officers, directors, servants, employees, or agents of the Board on account of or resulting from injury, or claim of injury to person or property arising out of the operation of the program operated by Contractor 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 Contractor. This provision shall survive termination or expiration of the Agreement.
11. **WARRANTY FOR SERVICES** Contractor warrants and represents to the Board that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor 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 Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 8 above, the Board at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the Board; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the Board for all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the Board shall be deemed mutual and severable, and not exclusive.
13. **INSURANCE** Contractor shall maintain occurrence-based insurance including comprehensive general liability in the amounts specified in Attachment A. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

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

14. **TERMINATION**

- a. **Termination without Cause.** The District may terminate this Agreement without cause by giving written notice of the intent to terminate. In the event that such written Notice of Intent to Terminate is provided, termination of this Agreement shall become effective thirty (30) days from the date set forth in the Notice of Intent to Terminate. The Consultant will cease work on said termination date and take all reasonable actions to minimize any expenses. The Consultant will be compensated for those services provided through the date of termination and any approved related expenses within sixty (60) of receipt of a properly submitted invoice.
- b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for ten (10) days following receipt of written notice from the objecting party. In the event that this Agreement is terminated under this Article, the rights and remedies of either party provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies which either party may be entitled to pursue in the event of a breach of this Agreement as provided by law or under the terms and conditions of this Agreement. The Consultant will be compensated for only those services satisfactorily provided through cure date end.
- c. **Effect of Termination on the Parties Obligations.** Upon termination of this Agreement for any reason, the parties shall have no further obligations under this Agreement, except as expressly set forth in this Agreement.
- d. **Return of Documentation.** Upon the expiration or termination of this Agreement, the Consultant shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Consultant hereunder.

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

16. **REPORTING** During the term of this Agreement, Contractor shall report to, and confer with, the Board's **Dr. Jesolyn Larry**, and/or her designee on regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related

to the Services. Contractor also agrees to meet and confer with other Board administrators, officers and employees as directed or as may be necessary or appropriate.

17. **ASSIGNMENT** This Agreement may not be assigned by Contractor without the prior written authorization of the Board, which authorization the Board may withhold in its sole discretion.
18. **ENTIRE AGREEMENT** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supercede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.
19. **MODIFICATION** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties
20. **NOTICE** Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or via a nationally recognized overnight courier service and addressed:

To the Board:

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

To Contractor:

IPNS, LLC
4500 Gary Road
Arnold, MO 63010
Legal Notice Enclosed

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

21. **WAIVER** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.
22. **SEVERABILITY** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
23. **HEADINGS** The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.
24. **COUNTERPARTS** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
25. **BINDING EFFECT** The Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.
- a. **Special Administrative Board Approval.** It may be necessary to obtain the approval of the Special Administrative Board (hereinafter "SAB" or "Board") for this Agreement. If so, the Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Consultant of the approval or disapproval of the SAB. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to approval by the SAB and performance of such services hereunder shall be at the sole risk and liability of the Consultant. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.
- b. **Executed Agreement.** This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. The Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such execution. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to the execution of this Agreement and performance of such services hereunder shall be at the sole risk and liability of the Consultant.
26. **RIGHTS CUMULATIVE** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to

any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies which such party may have, whether by present or future law or pursuant hereto, and each party shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or other remedy without thereby waiving or being barred or stopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.

27. **CONTRACTOR REPRESENTATIONS** Contractor acknowledges and represents that (i) Contractor 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 Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor 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. Contractor also agrees to abide by all applicable Board policies and regulations.

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

29. **CONSULTANT'S PERSONNEL**

a. **Assignment of the Consultant's Personnel.** The Consultant will employ and assign qualified Personnel to the District's account in a sufficient number in order to provide and successfully complete the services in accordance to the Term under Article 1. The Consultant will provide the District with a continuously updated list of all its Personnel assigned to the District and qualifications of such Personnel will be provided without charge to the District within three (3) days of written request.

b. **Control of Personnel and Work.** The Consultant understands and agrees that it is solely obligated to and responsible for the selection, qualification, performance, workmanship, quality of services, licensing, and compliance with the terms and conditions hereunder for all Personnel providing services relevant to this Agreement and that it shall have sole control over the means and details of performing the services, which shall be consistent with the District's intent

hereunder. The Consultant shall use its best efforts, care, and diligence in the administration and performance of services hereunder. The Consultant ensures the District that it will properly supervise all Personnel during the performance of services and/or while any Personnel is on District property.

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

d. Background Checks. All Personnel providing services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the District and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Consultant and the District shall not be liable for such cost under any circumstance. The Consultant assures the District that the Consultant agrees to remove or not hire for the District's account any Personnel who have any Department of Family Services claims: a) that would raise concerns about inappropriate behavior with children; b) where a criminal offense has been committed that would raise concerns about inappropriate behavior with children; c) where there has been a conviction for any sex-related offense or any other offense indicating a lack of acceptable moral character for associating with children; d) where there has been a determination of any physical and/or mental abuse of children; and/or e) where there has been termination for cause due to inappropriate behavior with children in any project, program, and/or location of services of the Consultant. The District will receive notice of any Personnel so removed or terminated. The Consultant will select, hire, and train replacement Personnel within fifteen (15) days of a vacancy on the District's account, all without any additional cost to the District. Within three (3) days of a written request by the District, the Consultant agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.

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

30. **OWNERSHIP OF COMPLETED SERVICES** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Contractor Services under this Agreement shall vest in and are hereby assigned to the Board. Except as provided in this Agreement, Contractor 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. Contractor acknowledges that any copyrightable works prepared by Contractor under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the Board, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the Board for whatever use it desires, and nothing contained herein shall be deemed to constitute a mere a license or franchise in the Board.

31. **INFRINGEMENT** Contractor warrants to the Board that Contractor, 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. Contractor further represents and warrants to the Board that neither Contractor or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.

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

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

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

☒ **Board Resolution #** 01-15-09-04, attached hereto, incorporated herein, and made part of this Agreement as Attachment B.

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

- **Monthly status report of maintenance service performance for End of Life Maintenance**

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

IPNS, LLC
4500 GARY ROAD
ARNOLD, MO 63010


By: 

Title: President

Date: 02-06-2009

Tax I.D. No 74-3105693

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

By: 

Title: Superintendent

Date: 2/12/09

ATTACHMENT A

SCOPE OF SERVICES

☒ **Contractor Services – EOL Statement of Work**

- a. Dispatch field engineer to diagnose and troubleshoot failed network element within four hours of being notified by SLPS Technical Point of Contact of degraded service.
- b. Verify IOS or CatOS version on replacement hardware to ensure operating software is the same version as that on the generally deployed embedded base.
- c. Ensure like for like replacement of failed hardware, if End of Life (EOL) hardware is deemed to be defective.
- d. Provide asset tracking (i.e. records chassis and module serial numbers) for failed and replacement hardware in a SLPS approved database.
- e. Notify SLPS Technical Point of Contact (or appointed designee in SLPS accounting department) in the event EOL hardware is replaced so the asset is properly removed and retired from SLPS fixed asset inventory.
- f. Confirm restoration of service before 5 p.m. or close of business next business day.

EOL Assumptions

The following assumptions have been made when defining the Statement of Work for EOL Maintenance:

- a. Maintenance for End of Life applies to hardware replacement only with like-for-like software.
- b. Defective hardware will be removed from service and replacement hardware will be installed in the same location as that removed from service.
- c. Maintenance for End of Life does not include additional hardware.
- d. Maintenance for End of Life does not include hardware moves.
- e. Any additional feature sets that require software upgrades are considered outside the proposed Scope of Work.
- f. All hardware shipping and transportation costs are included.
- g. Maintenance for End of Life does not include any data communications network cabling.

☒ **Insurance Coverage**

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

PAYMENT SCHEDULE

SLPS and IPNS, LLC will participate in E-rate Universal Service Administrative Company (USAC) Schools and Libraries Division (SLD) Service Provider Invoice (SPI) billing mode. As such, SLPS will be invoiced for \$34,371.00 which is the non-discount portion of the End of Life Maintenance following receipt of an affirmative Funding Commitment Decision Letter (FDCL) issued by USAC SLD. Net 30 days from the date of IPNS' invoice. End of Life Maintenance service will be provided in accord with the Statement of Services defined herein beginning on July 1, 2009 and ending on June 30, 2010.

CONTRACT COSTS AND EXPENSES
TO BE PAID BY BOARD

ATTACHMENT B

SUBCONTRACTORS

SAB agrees to permit IPNS, LLC to subcontract to the following contractors:

- Nova Services, Inc.,
- Big River Electric, LLC
- SCTI, LLC
- FloNet, LLC
- JH Services, LLC
- Lawrence M. Sikorski, Proprietor

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____

SAINT LOUIS PUBLIC SCHOOLS

Date: January 5, 2009

To: Kelvin R. Adams, Ph.D.

From: Terry Laster, Chief Information Officer

Agenda Item: 01-15-C9-04

Information: ☐

Conference: ☐

Action: ☒

Subject:

Contract with IPNS, LLC for CISCO network equipment end-of-life maintenance services to be provided from July 1, 2009 through June 30, 2010 at a cost not to exceed \$202,180.00 (pre-discount), \$34,371.00 (SLPS match) for maintenance at all eligible locations pending receipt of the 2009 -2010 E-Rate Funding Commitment Decision Letter for the period beginning July 1, 2009 - June 30, 2010.

This service is needed to protect/repair the Cisco network equipment that is no longer under warranty and thus increase network reliability and performance. The data that is used for measurement is taken from the District's MAGIC Help Desk software. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. (CSIP - 2; MSIP - 6.4).

-Pending availability of funding for fiscal year 2009/2010-

Background:

Funding Source :981-2828-6319-110-54 *GOB (E-rate)*

Requisition No. (N/A)

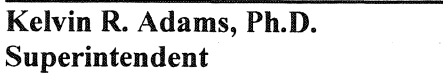
Cost not to exceed: \$34,371.00

Recommendation: Approval


Terry Laster, Chief Information Officer


Enos Moss
CFO / Treasurer


Sam Ajie
Executive Director of Budgets


Kelvin R. Adams, Ph.D.
Superintendent

AB
1-7-09 *11/6/09*

St. Louis Public School District
SUPERINTENDENT'S REPORT

January 15, 2009

1.0 Preliminary

1.1 CONSENT AGENDA

1.2 Information Items Only

- a) McKinley Classical Leadership Academy Expansion Proposal

Dr. Dan Edwards

- b) Community Education Centers (CEC)

Mr. John Windom

1.3 Business Items – Action Required

- 01-15-09-01** To approve the Monthly Transaction Report for the month of December, 2008.
- 01-15-09-02** To authorize the issuance, sale and delivery of \$39,295,000.00 principal amount of general obligation bonds (Missouri Direct Deposit Program) Series 2009 to fund the air condition program at the schools.
- 01-15-09-03** To approve the third amendment to the GOB Budget for the fiscal year 2008/2009 and the December 2008 Budget to Actual Report for the St. Louis Public Schools.
- 01-15-09-04** To approve a contract with IPNS, LLC for CISCO network equipment end-of-life maintenance services for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$202,180.00 (pre-discount), \$34,371.00 (SLPS match), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-05** To approve a contract (2nd year) with Gaggle.net to provided hosted student/teacher email accounts for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$72,275.00 (pre-discount), \$12,287.00 (SLPS match, based on free and reduced numbers) pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-06** To approve a contract with IPNS, LLC for Local Area Network (LAN) maintenance services to all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$499,200.00 (pre-discount); \$84,864.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]



SAINT LOUIS PUBLIC SCHOOLS

Date: January 5, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Jesolyn Larry, Interim Info.Technology Officer

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #: 01-15-09-07

Agenda Item: 01-26-10-11
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve a renewal contract with IPNS, LLC for Smart net maintenance services to be provided from July 1, 2010 through June 30, 2011 at a cost not to exceed \$109,363.00 (SLPS match) for Cisco Smart Net maintenance at all eligible locations pending receipt of the 2010-2011 E-Rate Funding Commitment Decision Letter. The total value of the contract is \$643,309.87 (pre-discount).

BACKGROUND:

This service is needed to protect/repair/replace the Cisco network equipment thus increasing network reliability and performance. The data that is used for measurement is taken from the District's MAGIC Help Desk software. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. This is the second year of a three year contract.

CSIP: Goal 3: Resource

Row: 90


MSIP: 6.4.1

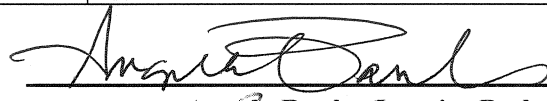
FUNDING SOURCE: (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)


Fund Source: 110-2828-6319-981-54	GOB	Requisition #:
Amount: \$109,363.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$109,363.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 60009971


Department: Technology Services

Requestor: J. F. Larry


 Dr. Jesolyn Larry, Interim Info.Technology Officer


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent

Requisition Number#: _____

Vendor #: 600009971

MAINTENANCE SERVICE AGREEMENT
BETWEEN
Special Administrative Board of the
Transitional School District of the City of St. Louis
AND
IPNS, LLC

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 29th day of January, 2009 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and **IPNS, LLC** (hereinafter "Consultant"), a Limited Liability Company organized and existing under the laws of the state of Missouri, and licensed to do business in the City of St. Louis, Missouri. The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 74-3105693

Address: 4500 Gary – Arnold, MO 63010

Contact Person: Mark Abram

Telephone Number: 618-288-7512

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

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

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

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

1. **TERM:** The Contractor shall commence performance of this Agreement on the **1st Day of July, 2009**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30th Day of June 2010**, but renewable for two (2) additional years as a result of the 2 year delay in E-Rate funding.
2. **SCOPE OF SERVICES:** The Contractor 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 Contractor agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District.

The Contractor shall be and shall remain fully responsible for the quality and accuracy of Contractor's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Contractor of this responsibility

4. **COMPENSATION:** The District shall compensate the Contractor for Smartnet Maintenance outlined in the Scope of Services in the amount of \$ 643,309.87 (pre-discount), \$109,363.00 (SLPS match) 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 Contractor's performance by:	Dr. Jesolyn Larry
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Mark Howell
I	Verification of the receipt of all documents produced by Contractor pursuant to the Scope of Services by:	Dr. Jesolyn Larry

5. **SUB-CONTRACTING:** The Contractor 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 Contractor 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.
 - The SAB agrees to permit the use of subcontractors of IPNS, LLC, incorporated herein, and made part of this Agreement as Attachment B – "Subcontractors."

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** Contractor agrees to indemnify and hold harmless the Board and the Board's officers, directors, servants, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) which may be suffered by, incurred by or threatened against the Board or any officers, directors, servants, employees, or agents of the Board on account of or resulting from injury, or claim of injury to person or property arising out of the operation of the program operated by Contractor 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 Contractor. This provision shall survive termination or expiration of the Agreement.
11. **WARRANTY FOR SERVICES** Contractor warrants and represents to the Board that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor 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 Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 8 above, the Board at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the Board; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the Board for all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the Board shall be deemed mutual and severable, and not exclusive.

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

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

14. **TERMINATION**

- a. **Termination without Cause.** The District may terminate this Agreement without cause by giving written notice of the intent to terminate. In the event that such written Notice of Intent to Terminate is provided, termination of this Agreement shall become effective thirty (30) days from the date set forth in the Notice of Intent to Terminate. The Consultant will cease work on said termination date and take all reasonable actions to minimize any expenses. The Consultant will be compensated for those services provided through the date of termination and any approved related expenses within sixty (60) of receipt of a properly submitted invoice.
- b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for ten (10) days following receipt of written notice from the objecting party. In the event that this Agreement is terminated under this Article, the rights and remedies of either party provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies which either party may be entitled to pursue in the event of a breach of this Agreement as provided by law or under the terms and conditions of this Agreement. The Consultant will be compensated for only those services satisfactorily provided through cure date end.
- c. **Effect of Termination on the Parties Obligations.** Upon termination of this Agreement for any reason, the parties shall have no further obligations under this Agreement, except as expressly set forth in this Agreement.
- d. **Return of Documentation.** Upon the expiration or termination of this Agreement, the Consultant shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Consultant hereunder.

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

action concerning this Agreement, or an alleged breach thereof, may be commenced anywhere but the City of St. Louis, Missouri.

16. **REPORTING** During the term of this Agreement, Contractor shall report to, and confer with, the Board's **Dr. Jesolyn Larry**, and/or her designee on regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other Board administrators, officers and employees as directed or as may be necessary or appropriate.
17. **ASSIGNMENT** This Agreement may not be assigned by Contractor without the prior written authorization of the Board, which authorization the Board may withhold in its sole discretion.
18. **ENTIRE AGREEMENT** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supercede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.
19. **MODIFICATION** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties
20. **NOTICE** Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or via a nationally recognized overnight courier service and addressed:

To the Board:

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

To Contractor:

IPNS, LLC
4500 Gary Road
Arnold, MO 63010

Legal Notice Enclosed

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

21. **WAIVER** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.
22. **SEVERABILITY** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
23. **HEADINGS** The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.
24. **COUNTERPARTS** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
25. **BINDING EFFECT** The Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.
 - a. **Special Administrative Board Approval.** It may be necessary to obtain the approval of the Special Administrative Board (hereinafter "SAB" or "Board") for this Agreement. If so, the Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Consultant of the approval or disapproval of the SAB. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to approval by the SAB and performance of such services hereunder shall be at the sole risk and liability of the Consultant. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.
 - b. **Executed Agreement.** This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. The Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such execution. The Consultant understands that the District shall not be obligated to compensate it for any

services provided prior to the execution of this Agreement and performance of such services hereunder shall be at the sole risk and liability of the Consultant.

26. **RIGHTS CUMULATIVE** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies which such party may have, whether by present or future law or pursuant hereto, and each party shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or other remedy without thereby waiving or being barred or stopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.
27. **CONTRACTOR REPRESENTATIONS** Contractor acknowledges and represents that (i) Contractor 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 Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor 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. Contractor also agrees to abide by all applicable Board policies and regulations.
28. **INDEPENDENT CONTRACTOR** The Board and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor'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, Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Contractor shall have no authority to assume or incur any obligation or responsibility, or make any warranty for, on behalf of the Board, or to attempt to bind the Board except with prior written authorization from the Board. Contractor shall pay all costs of conducting its activities hereunder, including all compensation to employees of Contractor.

29. CONSULTANT'S PERSONNEL

- a. **Assignment of the Consultant's Personnel.** The Consultant will employ and assign qualified Personnel to the District's account in a sufficient number in order to provide and successfully complete the services in accordance to the Term under Article 2.1. The Consultant will provide the District with a continuously updated list of all its Personnel assigned to the District and qualifications of such Personnel

will be provided without charge to the District within three (3) days of written request.

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

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

d. Background Checks. All Personnel providing services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the District and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Consultant and the District shall not be liable for such cost under any circumstance. The Consultant assures the District that the Consultant agrees to remove or not hire for the District's account any Personnel who have any Department of Family Services claims: a) that would raise concerns about inappropriate behavior with children; b) where a criminal offense has been committed that would raise concerns about inappropriate behavior with children; c) where there has been a conviction for any sex-related offense or any other offense indicating a lack of acceptable moral character for associating with children; d) where there has been a determination of any physical and/or mental abuse of children; and/or e) where there has been termination for cause due to inappropriate behavior with children in any project, program, and/or location of services of the Consultant. The District will receive notice of any Personnel so removed or terminated. The Consultant will select, hire, and train replacement Personnel within fifteen (15) days of a vacancy on the District's account, all without any additional cost to the District. Within three (3) days of a written request by the District, the Consultant agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.

e. Removal of the Consultant's Personnel. If the District determines that any of the Consultant's Personnel is not providing satisfactory service, or if any issues of

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

30. **OWNERSHIP OF COMPLETED SERVICES** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Contractor Services under this Agreement shall vest in and are hereby assigned to the Board. Except as provided in this Agreement, Contractor 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. Contractor acknowledges that any copyrightable works prepared by Contractor under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the Board, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the Board for whatever use it desires, and nothing contained herein shall be deemed to constitute a mere a license or franchise in the Board.
31. **INFRINGEMENT** Contractor warrants to the Board that Contractor, 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. Contractor further represents and warrants to the Board that neither Contractor or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.
32. **USE OF DATA / INFORMATION** Information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall remain the Board's property and shall be used only in connection with the Services provided to the Board.
33. **DEFINITION** For purposes of this Agreement, the term "person" shall mean any natural person, firm, association, partnership, corporation or other form of legal entity.
34. **AUTHORIZATION:** this Agreement is authorized by:

☒ Board Resolution # 01-15-09-07, attached hereto.

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

- **Monthly status report of maintenance service performance for SmartNet Maintenance**

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

IPNS, LLC
4500 GARY ROAD
ARNOLD, MO 63010

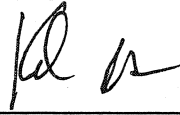
**THE SPECIAL ADMINISTRATIVE
BOARD OF THE TRANSITIONAL
SCHOOL DISTRICT OF THE CITY OF
ST. LOUIS**

By: 

Title: President

Date: 02-06-2009

Tax I.D. No 74-3105693

By: 

Title: Superintendent

Date: 2/12/09

ATTACHMENT A

SCOPE OF SERVICES

☒ **Contractor Services – SmartNet Statement of Work**

- a. Verify IOS or CatOS version on replacement hardware to ensure operating software is the same version as that on the generally deployed embedded base.
- b. Ensure like for like replacement of failed hardware.
- c. Provide asset tracking (i.e. record chassis and module serial numbers) for failed and replacement hardware in a SLPS approved database.
- d. Notify SLPS Technical Point of Contact (or appointed designee in SLPS accounting department) in the event SmartNet hardware is replaced so the asset is properly removed and retired from SLPS fixed asset inventory.
- e. Confirm restoration of service before 5 p.m. or close of business next business day.
- f. Verify the Return Material Authorization equipment as specified by Cisco.
- g. Provide hardware serial numbers to Cisco of all covered equipment and try to resolve any discrepancies.

SmartNet Assumptions

The following assumptions have been made when defining the Statement of Work for SmartNet Maintenance:

- a. Maintenance for SmartNet applies to hardware replacement only with like-for-like software release.
- b. Defective hardware will be removed from service and replacement hardware will be installed in the same location as that removed from service.
- c. Maintenance for SmartNet does not include additional hardware.
- d. Maintenance for SmartNet does not include hardware moves.
- e. Any additional feature sets that require software upgrades are considered outside the proposed Scope of Work.
- f. All hardware shipping and transportation costs are included.
- g. Maintenance for SmartNet does not include any data communications network cabling.
- h. Equipment serial numbers will be provided by St. Louis Public Schools.

☒ **Insurance Coverage**

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

PAYMENT SCHEDULE

SLPS and IPNS, LLC will participate in E-rate Universal Service Administrative Company (USAC) Schools and Libraries Division (SLD) Service Provider Invoice (SPI) billing mode. As such, SLPS will be invoiced for \$109,363.00 which is the non-discount portion of the SmartNet Maintenance following receipt of an affirmative Funding Commitment Decision Letter (FDCL) issued by USAC SLD. Net 30 days from the date of IPNS' invoice. SmartNet Maintenance service will be provided in accord with the Statement of Services defined hereing beginning the date payment is received by IPNS for the non-discount portion.

CONTRACT COSTS AND EXPENSES
TO BE PAID BY BOARD

ATTACHMENT B

SUBCONTRACTORS

SAB agrees to permit IPNS, LLC to subcontract to the following contractors:

- Nova Services, Inc.,
- Big River Electric, LLC
- SCTI, LLC
- FloNet, LLC
- JH Services, LLC
- Lawrence M. Sikorski, Proprietor

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____

SAINT LOUIS PUBLIC SCHOOLS

Date: January 5, 2009

To: Kelvin R. Adams, Ph.D.

From: Terry Laster, Chief Information Officer

Agenda Item: 01-15-09-07

Information: ☐

Conference: ☐

Action: ☒

Subject:

Contract with IPNS, LLC for Smart net maintenance services to be provided from July 1, 2009 through June 30, 2010 at a cost not to exceed \$643,309.87.00 (pre-discount), \$109,363.00 (SLPS match) for Cisco Smart Net maintenance covering Cisco network equipment at all eligible locations pending receipt of the 2009 -2010 E-Rate Funding Commitment Decision Letter for the period beginning July 1, 2009 - June 30, 2010.

This service is needed to protect/repair/replace the Cisco network equipment thus increasing network performance/reliability and ensuring that the network is running 99% of the time at all SLPS locations.. The data that is used for measurement is taken from the District's MAGIC Help Desk software. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. (CSIP - 2; MSIP - 6.4).

-Pending availability of funding for fiscal year 2009/2010-

Background:


Funding Source :981-2828-6319-110-54 608 (E-Rate)

Requisition No. (N/A)

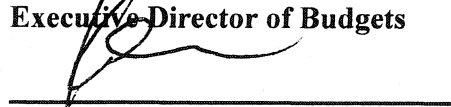
Cost not to exceed: \$109,363.00

Recommendation: Approval


Terry Laster, Chief Information Officer


Enos Moss
CFO / Treasurer


Sam Aihie
Executive Director of Budgets


Kelvin R. Adams, Ph.D.
Superintendent

AB
1-7-09
1/6/09

St. Louis Public School District
SUPERINTENDENT'S REPORT

January 15, 2009

1.0 Preliminary

1.1 CONSENT AGENDA

1.2 Information Items Only

- a) McKinley Classical Leadership Academy Expansion Proposal

Dr. Dan Edwards

- b) Community Education Centers (CEC)

Mr. John Windom

1.3 Business Items – Action Required

- 01-15-09-01** To approve the Monthly Transaction Report for the month of December, 2008.
- 01-15-09-02** To authorize the issuance, sale and delivery of \$39,295,000.00 principal amount of general obligation bonds (Missouri Direct Deposit Program) Series 2009 to fund the air condition program at the schools.
- 01-15-09-03** To approve the third amendment to the GOB Budget for the fiscal year 2008/2009 and the December 2008 Budget to Actual Report for the St. Louis Public Schools.
- 01-15-09-04** To approve a contract with IPNS, LLC for CISCO network equipment end-of-life maintenance services for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$202,180.00 (pre-discount), \$34,371.00 (SLPS match), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-05** To approve a contract (2nd year) with Gaggle.net to provided hosted student/teacher email accounts for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$72,275.00 (pre-discount), \$12,287.00 (SLPS match, based on free and reduced numbers) pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-06** To approve a contract with IPNS, LLC for Local Area Network (LAN) maintenance services to all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$499,200.00 (pre-discount); \$84,864.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]

1 | This consent agenda contains the routine operational contracts of the District and the items thereon are subject to change, addition and removal up to the time of the meeting.

- 01-15-09-07** To approve a contract with IPNS, LLC for Smart net maintenance services covering Cisco network equipment for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$643,309.87 (pre-discount); \$109,363.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-08** To approve a contract with IPNS, LLC for Wide Area Network (WAN) maintenance services at all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$655,200.00 (pre-discount); \$111,384.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-09** To approve a contract with IPNS, LLC for Uninterruptible Power Supply (UPS) maintenance service for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$115,258.52 (pre-discount); \$19,594.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-10** To approve a contract with K12, Inc. in partnership with Kaplan Virtual Education to provide virtual courses and services in support of the SLPS Virtual School for the period August 2008 through July 2009, in an amount not to exceed \$759,807.00, pending availability of funds. (Funding source: 981-QZ-110-2223-6319) [GOB]
- 01-15-09-11** To approve a contract with TSI for PBX telephone systems maintenance services for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$545,636.00 (pre-discount); \$92,758.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-12** To approve a contract with TSI for cable maintenance services to all eligible locations, for the time period July 1, 2009 through June 30, 2010; in an amount not to exceed \$940,000.00 (pre-discount), \$159,800.00 (SLSP match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-13** To approve renewal of contract (2nd year) with ATT-Cingular Wireless for a wireless enterprise solution for cell phones, email access, corporate data, and web features for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$431,892.00 (pre-discount), \$73,422.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 5, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info.Technology Officer**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #: 01-15-09-06

Agenda Item: 01-26-10-12
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve a renewal contract with IPNS, LLC for Local Area Network (LAN) maintenance services to be provided from July 1, 2010 through June 30, 2011 at a cost not to exceed \$499,200.00 (pre-discount). Pending receipt of the 2010-2011 E-Rate Funding Commitment Decision Letter, the discounted cost to will SLPS will be \$84,864.00.

BACKGROUND:

This service is needed to ensure that the local area network is running 99.9% of the time. The data that is used for measurement is taken from the District's MAGIC Help Desk software. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. Traditionally this has been paid via Billed Entity Applicant Reimbursement Method. This is the second year of a three year contract.

CSIP: Goal 3: Resource**Row:** 90**MSIP:** 6.4.1**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)

Fund Source: 110-2828-6319-981-54	GOB	Requisition #:
Amount: \$499,200.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$499,200.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600009971

Department: Technology Services**Requestor:** J. F. Larry

Dr. Jesolyn Larry, Interim Info.Technology Officer

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Requisition Number#: _____

Vendor #: 600009971

MAINTENANCE SERVICE AGREEMENT
BETWEEN
Special Administrative Board of the
Transitional School District of the City of St. Louis
AND
IPNS, LLC

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 29th day of January, 2009 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and **IPNS, LLC** (hereinafter "Consultant"), a Limited Liability Company organized and existing under the laws of the state of Missouri, and licensed to do business in the City of St. Louis, Missouri. The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 74-3105693

Address: 4500 Gary Arnold, MO 63010

Contact Person: Mark Abram

Telephone Number: 618-288-7512

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

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

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

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

1. **TERM:** The Contractor shall commence performance of this Agreement on the **1st Day of July, 2009**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30th Day of June 2010**, but renewable for two (2) additional years as a result of the 2 year delay in E-Rate funding.
2. **SCOPE OF SERVICES:** The Contractor 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 Contractor agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District.

The Contractor shall be and shall remain fully responsible for the quality and accuracy of Contractor's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Contractor of this responsibility

4. **COMPENSATION:** The District shall compensate the Contractor for Local Area Network (LAN) Maintenance outlined in the Scope of Services in the amount of **\$ 499,200.00 (pre-discount), \$84,864.00 (SLPS match)** 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 Contractor's performance by:	Dr. Jesolyn Larry
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Mark Howell
(c)	Verification of the receipt of all documents produced by Contractor pursuant to the Scope of Services by:	Dr. Jesolyn Larry

5. **SUB-CONTRACTING:** The Contractor 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 Contractor has the authority to secure at its own expense, all necessary personnel required to perform the services under this Agreement.

7. **SUBCONTRACTS:**

- a. 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.
- b. The SAB agrees to permit the use of subcontractors of IPNS, LLC, incorporated herein, and made part of this Agreement as Attachment B – "Subcontractors."

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** Contractor agrees to indemnify and hold harmless the Board and the Board's officers, directors, servants, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) which may be suffered by, incurred by or threatened against the Board or any officers, directors, servants, employees, or agents of the Board on account of or resulting from injury, or claim of injury to person or property arising out of the operation of the program operated by Contractor 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 Contractor. This provision shall survive termination or expiration of the Agreement.
11. **WARRANTY FOR SERVICES** Contractor warrants and represents to the Board that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor 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 Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 8 above, the Board at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the Board; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the Board for all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the Board shall be deemed mutual and severable, and not exclusive.
13. **INSURANCE** Contractor shall maintain occurrence-based insurance including comprehensive general liability in the amounts specified in Attachment A. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

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

14. **TERMINATION**

- a. **Termination without Cause.** The District may terminate this Agreement without cause by giving written notice of the intent to terminate. In the event that such written Notice of Intent to Terminate is provided, termination of this Agreement shall become effective thirty (30) days from the date set forth in the Notice of Intent to Terminate. The Consultant will cease work on said termination

date and take all reasonable actions to minimize any expenses. The Consultant will be compensated for those services provided through the date of termination and any approved related expenses within sixty (60) of receipt of a properly submitted invoice.

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

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

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

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

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

void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.

19. **MODIFICATION** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties
20. **NOTICE** Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or via a nationally recognized overnight courier service and addressed:

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

To Contractor: IPNS, LLC
4500 Gary Road
Arnold, MO 63010
Legal Notice Enclosed

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

21. **WAIVER** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.
22. **SEVERABILITY** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
23. **HEADINGS** The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.
24. **COUNTERPARTS** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

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

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

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

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

27. **CONTRACTOR REPRESENTATIONS** Contractor acknowledges and represents that (i) Contractor 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 Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor 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. Contractor also agrees to abide by all applicable Board policies and regulations.

28. **INDEPENDENT CONTRACTOR** The Board and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out

of Contractor'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, Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Contractor shall have no authority to assume or incur any obligation or responsibility, or make any warranty for, on behalf of the Board, or to attempt to bind the Board except with prior written authorization from the Board. Contractor shall pay all costs of conducting its activities hereunder, including all compensation to employees of Contractor.

29. CONSULTANT'S PERSONNEL

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

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

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

30. **OWNERSHIP OF COMPLETED SERVICES** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Contractor Services under this Agreement shall vest in and are hereby assigned to the Board. Except as provided in this Agreement, Contractor 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. Contractor acknowledges that any copyrightable works prepared by Contractor under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the Board, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the Board for whatever use it desires, and nothing contained herein shall be deemed to constitute a mere a license or franchise in the Board.
31. **INFRINGEMENT** Contractor warrants to the Board that Contractor, 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. Contractor further represents and warrants to the Board that neither Contractor or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.
32. **USE OF DATA / INFORMATION** Information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall remain the

Board's property and shall be used only in connection with the Services provided to the Board.

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

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

☒ **Board Resolution #** 01-15-09-06, attached hereto.

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

- **Monthly status report of maintenance service performance for Local Area Network (LAN) Maintenance**

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

IPNS, LLC
4500 GARY ROAD
ARNOLD, MO 63010

By: Mark S. Allen

Title: President

Date: 02-06-2009

Tax I.D. No 74-3105693

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

By: [Signature]

Title: _____

Date: 2/12/09

ATTACHMENT A

SCOPE OF SERVICES

☒ Contractor Services – LAN Statement of Work

- a. Provide three (qty. 3) Field Engineers (FE) that are highly experienced with SLPS' Local Area Network data communication protocols who are dedicated to support SLPS LAN maintenance and configuration changes.
- b. Solicit input from the designated SLPS Technical Point of Contact in order to assign LAN maintenance responsibility for one-third (approximately 30 locations) of the district "remote" locations to each field engineer.
- c. Provide maintenance during normal business hours or planned maintenance windows.
- d. Provide a similarly qualified replacement FE during any period of extended absence ("extended absence" defined as any period greater than 5 business days) to ensure consistent level of service.
- e. Provide a FE who is thoroughly familiar with the Cisco product line that includes routers, and Layer 2/3 switches.
- f. Respond to degraded service at "remote" locations within 2 hours of notification by SLPS to FE.
- g. Make every effort and take corrective action to restore degraded service at "remote" locations within 4 hours of notification by SLPS to FE.
- h. Open trouble cases with Cisco's Technical Assistance Center (TAC) as required.
- i. Work with the TAC and SLPS Technical Point of Contact toward complete resolution of issue that prompted trouble case.
- j. Report and track failed network hardware components with third party vendor chosen to provide hardware maintenance coverage (e.g. SmartNet).
- k. Notify SLPS Technical Point of Contact (or appointed designee in SLPS accounting department) in the event hardware is replaced to maintain the integrity of the SLPS fixed asset inventory.
- l. Track and report LAN issues using the "MAGIC" trouble ticket system provided by SLPS.
- m. Perform basic maintenance and configuration changes on any previously purchased eligible LAN hardware as required at any SLPS eligible site.
- n. Provide LAN operating system version control as directed by SLPS Technical Point of Contact.
- o. Provide monthly status reports to SLPS Technical Point of Contact.

ASSUMPTIONS

The following assumptions have been made when defining the Statement of Work for LAN Maintenance:

- a. All network hardware (including but not limited to routers, switches, hubs, cross connect cables/fibers, multiplexers, equipment racks, etc.) will be supplied by SLPS.
- b. SLPS will provide electrical power (including electrical feeds, electrical branch circuits, auxiliary electrical power back-up systems, and electrical filtration systems) required for all network hardware.
- c. All software licenses are current and are the responsibility of SLPS for all active network hardware.
- d. All software licenses for network hardware, DNS, DHCP, and terminal servers will be provided by SLPS.
- e. Any software license transfers are the responsibility of the SLPS.

- f. All network cabling will be provided by SLPS.
- g. SLPS will have in effect a valid SmartNet Maintenance contract that provides coverage for all Cisco network hardware deployed within the LAN.
- h. Personal computers, tools, and test sets for use by on-site field engineers are the responsibility of the field engineer.
- i. SLPS will maintain the Help Desk Trouble Ticketing System (MAGIC).
- j. SLPS will provide access to all designated facilities and necessary systems (inclusive of administrative passwords) in order to complete the proposed services.

☒ **Insurance Coverage**

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

PAYMENT SCHEDULE

SLPS and IPNS, LLC will participate in E-rate Universal Service Administrative Company (USAC) Schools and Libraries Division (SLD) Billed Entity Applicant Reimbursement (BEAR) billing mode. As such, SLPS will be invoiced \$41,600.00 on the 1st day of each calendar month for Local Area Network (LAN) Maintenance services provided in the previous month consistent with prescribed BEAR invoice guidelines. LAN Maintenance service will be provided in accord with the Statement of Services defined herein beginning on July 1, 2009 and ending on June 30, 2010. Net 30 days from the date of IPNS' invoice.

CONTRACT COSTS AND EXPENSES
TO BE PAID BY BOARD

ATTACHMENT B

SUBCONTRACTORS

SAB agrees to permit IPNS, LLC to subcontract to the following contractors:

- Nova Services, Inc,
- Big River Electric, LLC
- SCTI, LLC
- FloNet, LLC
- JH Services, LLC
- Lawrence M. Sikorski, Proprietor

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____

SAINT LOUIS PUBLIC SCHOOLS

Date: January 5, 2009

To: Kelvin R. Adams, Ph.D.

From: Terry Laster, Chief Information Officer

Agenda Item: 01-15-09-06

Information: ☐

Conference: ☐

Action: ☒

Subject:

Contract with IPNS, LLC for Local Area Network (LAN) maintenance services to be provided from July 1, 2009 through June 30, 2010 at a cost not to exceed \$499,200.00 (pre-discount), \$84,864 (SLPS match) for LAN maintenance at all eligible locations pending receipt of the 2009 -2010 E-Rate Funding Commitment Decision Letter for the period beginning July 1, 2009 - June 30, 2010.

This service is needed to ensure that the network is running 99.9% of the time. The data that is used for measurement is taken from the District's MAGIC Help Desk software. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. (CSIP - 2; MSIP - 6.4).

-Pending availability of funding for fiscal year 2009/2010-

Background:

Funding Source :981-2828-6319-110-54 GOB (E-Rate)

Requisition No.


Cost not to exceed: \$84,864.00

Recommendation: Approval


Terry Laster, Chief Information Officer


Enos Moss
CFO / Treasurer


Sam Ajib
Executive Director of Budgets


Kelvin R. Adams, Ph.D.
Superintendent

1-7-09 116/09

St. Louis Public School District

SUPERINTENDENT'S REPORT

January 15, 2009

1.0 Preliminary

1.1 CONSENT AGENDA

1.2 Information Items Only

- a) McKinley Classical Leadership Academy Expansion Proposal

Dr. Dan Edwards

- b) Community Education Centers (CEC)

Mr. John Windom

1.3 Business Items – Action Required

- 01-15-09-01** To approve the Monthly Transaction Report for the month of December, 2008.
- 01-15-09-02** To authorize the issuance, sale and delivery of \$39,295,000.00 principal amount of general obligation bonds (Missouri Direct Deposit Program) Series 2009 to fund the air condition program at the schools.
- 01-15-09-03** To approve the third amendment to the GOB Budget for the fiscal year 2008/2009 and the December 2008 Budget to Actual Report for the St. Louis Public Schools.
- 01-15-09-04** To approve a contract with IPNS, LLC for CISCO network equipment end-of-life maintenance services for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$202,180.00 (pre-discount), \$34,371.00 (SLPS match), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-05** To approve a contract (2nd year) with Gaggle.net to provided hosted student/teacher email accounts for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$72,275.00 (pre-discount), \$12,287.00 (SLPS match, based on free and reduced numbers) pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-06** To approve a contract with IPNS, LLC for Local Area Network (LAN) maintenance services to all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$499,200.00 (pre-discount); \$84,864.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 5, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info.Technology Officer**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #: 01-15-09-08

Agenda Item: 01-26-10-L3
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve a renewal contract with IPNS, LLC for Wide Area Network (WAN) maintenance services to be provided from July 1, 2010 through June 30, 2011 at a cost not to exceed \$655,200.00 (pre-discount). Pending receipt of the 2010-2011 E-Rate Funding Commitment Decision Letter, the discounted cost to SLPS will be \$111,384.


BACKGROUND:

This service is needed to ensure that the wide area network is running 99.9% of the time. The data that is used for measurement is taken from the District's MAGIC Help Desk software. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. Traditionally this has been paid via Billed Entity Applicant Reimbursement Method. This is the second year of a three year contract.


CSIP: Goal 3: Resource**Row:** 90**MSIP:** 6.4.1**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)

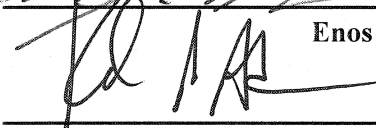
Fund Source: 110-2828-6319-981-54	GOB	Requisition #:
Amount: \$655,200.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$655,200.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600009971

Department: Technology Services**Requestor:** J. F. Larry


 Dr. Jesolyn Larry, Interim Info.Technology Officer


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final X Quarterly <input type="checkbox"/>		Report Date: December 9, 2009
Dept / School: Technology Services		Reported By: J. F. Larry
Vendor: IPNS, LLC		Vendor #: 600009971
Contract # / P.O / #:		Contract Name: WAN Maintenance
Contract Amount: \$ 655,200.00		Award Date: January 29, 2009
Purpose of Contract (Brief Description): Maintenance of the Wide Area Network		
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 X No <input type="checkbox"/>		

CONTRACT RENEWAL FOR WIDE AREA NETWORK MAINTENANCE

THIS **CONTRACT RENEWAL AGREEMENT FOR WAN** Maintenance (“Agreement”) made as of the __31st__ day of _January_____, 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 “IPNS, LLC”, with its principal office at 4500 Gary –Arnold, MO 63010, (hereinafter referred to as “Contractor”).

Whereas, SLPS and Contractor entered into a contractual agreement dated “January 29, 2009”, a true and correct Copy of which is attached hereto as ATTACHMENT 1 and hereby incorporated by this reference (hereinafter referred to as “The Contract”),

Whereas, The Contract includes a renewal option,

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

1. **CONTRACT RENEWAL:** SLPS and Contractor agree to renew The Contract under the same terms and conditions with the exception of the dates of service,
2. **SCHEDULE OF COMPLETION:** The start date of the renewal agreement shall be the effective date of this Agreement. The end date shall be no later than June 30, 2011.
3. **CONTRACT AMOUNT:** The agreed upon contract renewal amount is not to exceed **\$655,200.00**.
4. **ALL OTHER TERMS AND CONDITIONS:** All other terms and conditions shall be substantially the same as those set out in The Contract.
5. **AUTHORIZATION:** this Agreement is authorized by:

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

Or

_____ **Other:**

Or

_____ **Emergency Purchase Request**

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

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

**CONTRACTOR
IPNS, LLC
4500 Gary
Arnold, Missouri 63010**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Requisition Number#: _____

Vendor #: 600009971

MAINTENANCE SERVICE AGREEMENT
BETWEEN
Special Administrative Board of the
Transitional School District of the City of St. Louis
AND
IPNS, LLC

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 29th day of January, 2009 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and **IPNS, LLC** (hereinafter "Consultant"), a Limited Liability Company organized and existing under the laws of the state of Missouri, and licensed to do business in the City of St. Louis, Missouri. The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 74-3105693

Address: 4500 Gary – Arnold, MO 63010

Contact Person: Mark Abram

Telephone Number: 618-288-7512

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

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

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

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

1. **TERM:** The Contractor shall commence performance of this Agreement on the 1st **Day of July, 2009**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the 30th **Day of June 2010**, but renewable for two (2) additional years as a result of the 2 year delay in E-Rate funding.
2. **SCOPE OF SERVICES:** The Contractor 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 Contractor agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District.

The Contractor shall be and shall remain fully responsible for the quality and accuracy of Contractor's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Contractor of this responsibility

4. **COMPENSATION:** The District shall compensate the Contractor for the work outlined in the Scope of Services in the amount of \$ 655,200.00 (pre-discount), \$111,384.00 (SLPS match) 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 Contractor's performance by:	Dr. Jesolyn Larry
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Mark Howell
I	Verification of the receipt of all documents produced by Contractor pursuant to the Scope of Services by:	Dr. Jesolyn Larry

5. **SUB-CONTRACTING:** The Contractor 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 Contractor has the authority to secure at its own expense, all necessary personnel required to perform the services under this Agreement.

7. **SUBCONTRACTS:**

a. 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.

b. The SAB agrees to permit the use of subcontractors of IPNS, LLC, incorporated herein, and made part of this Agreement as Attachment B – "Subcontractors."

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** Contractor agrees to indemnify and hold harmless the Board and the Board's officers, directors, servants, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) which may be suffered by, incurred by or threatened against the Board or any officers, directors, servants, employees, or agents of the Board on account of or resulting from injury, or claim of injury to person or property arising out of the operation of the program operated by Contractor 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 Contractor. This provision shall survive termination or expiration of the Agreement.
11. **WARRANTY FOR SERVICES** Contractor warrants and represents to the Board that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor 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 Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 8 above, the Board at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the Board; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the Board for all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the Board shall be deemed mutual and severable, and not exclusive.
13. **INSURANCE** Contractor shall maintain occurrence-based insurance including comprehensive general liability in the amounts specified in Attachment A. Such

insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

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

14. **TERMINATION**

- a. **Termination without Cause.** The District may terminate this Agreement without cause by giving written notice of the intent to terminate. In the event that such written Notice of Intent to Terminate is provided, termination of this Agreement shall become effective thirty (30) days from the date set forth in the Notice of Intent to Terminate. The Consultant will cease work on said termination date and take all reasonable actions to minimize any expenses. The Consultant will be compensated for those services provided through the date of termination and any approved related expenses within sixty (60) of receipt of a properly submitted invoice.
- b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for ten (10) days following receipt of written notice from the objecting party. In the event that this Agreement is terminated under this Article, the rights and remedies of either party provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies which either party may be entitled to pursue in the event of a breach of this Agreement as provided by law or under the terms and conditions of this Agreement. The Consultant will be compensated for only those services satisfactorily provided through cure date end.
- c. **Effect of Termination on the Parties Obligations.** Upon termination of this Agreement for any reason, the parties shall have no further obligations under this Agreement, except as expressly set forth in this Agreement.
- d. **Return of Documentation.** Upon the expiration or termination of this Agreement, the Consultant shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Consultant hereunder.

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

16. **REPORTING** During the term of this Agreement, Contractor shall report to, and confer with, the Board's **Dr. Jesolyn Larry**, and/or her designee on regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other Board administrators, officers and employees as directed or as may be necessary or appropriate.
17. **ASSIGNMENT** This Agreement may not be assigned by Contractor without the prior written authorization of the Board, which authorization the Board may withhold in its sole discretion.
18. **ENTIRE AGREEMENT** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supercede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.
19. **MODIFICATION** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties
20. **NOTICE** Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or via a nationally recognized overnight courier service and addressed:

To the Board:

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

To Contractor:

IPNS, LLC
4500 Gary Road
Arnold, MO 63010
Legal Notice Enclosed

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

21. **WAIVER** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.
22. **SEVERABILITY** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
23. **HEADINGS** The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.
24. **COUNTERPARTS** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
25. **BINDING EFFECT** The Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.
 - a. **Special Administrative Board Approval.** It may be necessary to obtain the approval of the Special Administrative Board (hereinafter "SAB" or "Board") for this Agreement. If so, the Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Consultant of the approval or disapproval of the SAB. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to approval by the SAB and performance of such services hereunder shall be at the sole risk and liability of the Consultant. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.
 - b. **Executed Agreement.** This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. The Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such execution. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to the execution of this Agreement and performance of such services hereunder shall be at the sole risk and liability of the Consultant.

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

27. **CONTRACTOR REPRESENTATIONS** Contractor acknowledges and represents that (i) Contractor 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 Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor 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. Contractor also agrees to abide by all applicable Board policies and regulations.

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

29. CONSULTANT'S PERSONNEL

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

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

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

d. Background Checks. All Personnel providing services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the District and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Consultant and the District shall not be liable for such cost under any circumstance. The Consultant assures the District that the Consultant agrees to remove or not hire for the District's account any Personnel who have any Department of Family Services claims: a) that would raise concerns about inappropriate behavior with children; b) where a criminal offense has been committed that would raise concerns about inappropriate behavior with children; c) where there has been a conviction for any sex-related offense or any other offense indicating a lack of acceptable moral character for associating with children; d) where there has been a determination of any physical and/or mental abuse of children; and/or e) where there has been termination for cause due to inappropriate behavior with children in any project, program, and/or location of services of the Consultant. The District will receive notice of any Personnel so removed or terminated. The Consultant will select, hire, and train replacement Personnel within fifteen (15) days of a vacancy on the District's account, all without any additional cost to the District. Within three (3) days of a written request by the District, the Consultant agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.

e. Removal of the Consultant's Personnel. If the District determines that any of the Consultant's Personnel is not providing satisfactory service, or if any issues of behavior or inappropriate conduct or similar concerns occur, the District shall notify the Consultant in writing and the Consultant shall remove that individual from the District's account. The Consultant will be compensated for any services

satisfactorily performed by the removed individual and any expenses as approved by the District, up to and including the date that the Consultant receives the District's written notice. The Consultant will not be compensated for any expenses associated with replacing the individual. The Consultant will select, hire, and train replacement personnel within fifteen (15) days of a vacancy on the District's account.

30. **OWNERSHIP OF COMPLETED SERVICES** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Contractor Services under this Agreement shall vest in and are hereby assigned to the Board. Except as provided in this Agreement, Contractor 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. Contractor acknowledges that any copyrightable works prepared by Contractor under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the Board, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the Board for whatever use it desires, and nothing contained herein shall be deemed to constitute a mere a license or franchise in the Board.
31. **INFRINGEMENT** Contractor warrants to the Board that Contractor, 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. Contractor further represents and warrants to the Board that neither Contractor or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.
32. **USE OF DATA / INFORMATION** Information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall remain the Board's property and shall be used only in connection with the Services provided to the Board.
33. **DEFINITION** For purposes of this Agreement, the term "person" shall mean any natural person, firm, association, partnership, corporation or other form of legal entity.
34. **AUTHORIZATION**: this Agreement is authorized by:

☒ **Board Resolution #** 01-15-09-08 , attached hereto.

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

- Monthly status report of maintenance service performance for Wide Area Network (WAN) Maintenance

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

IPNS, LLC
4500 GARY ROAD
ARNOLD, MO 63010

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

By: Mark S. Allen

Title: President

Date: 02-06-2009

Tax I.D. No 74-3105693

By: [Signature]

Title: Superintendent

Date: 2/12/09

ATTACHMENT A

SCOPE OF SERVICES

☒ **Contractor Services – WAN Statement of Work**

- a. Provide three (qty. 3) Network Engineers (NE) with diverse data communication backgrounds dedicated to support SLPS WAN maintenance and support issues.
- b. Provide maintenance during normal business hours or planned maintenance windows.
- c. Provide a similarly qualified replacement NE during any period of extended absence (extended absence defined is any period greater than 5 consecutive business days) to ensure a consistent level of service.
- d. Provide a NE who is thoroughly familiar with the Cisco product line that includes routers, Layer 2/3 switches, firewalls, wireless access points, wireless controllers, and VPN concentrators.
- e. Provide a NE who is experienced with DHCP servers and DNS services.
- f. Respond to degraded service at critical “core” locations within 2 hours of notification by SLPS to NE.
- g. Make every effort and take corrective action to restore degraded service at “core” locations within 4 hours of notification by SLPS to NE.
- h. Report degraded service to serving Local Exchange Carrier (LEC), Competitive Local Exchange Carrier (CLEC), and or Internet Service Provider if suspected cause of degraded service is the WAN transport facility.
- i. Coordinate WAN circuit adds, moves, and changes with responsible LEC, CLEC, or CATV provider.
- j. Coordinate Layer 3 routing with Internet Service Provider (ISP).
- k. Open trouble cases with Cisco’s Technical Assistance Center (TAC) as required.
- l. Work with the TAC and SLPS Technical Point of Contact toward complete resolution of issue that prompted trouble case.
- m. Perform basic maintenance and changes on any previously purchased eligible WAN hardware as required at any SLPS eligible site.
- n. Provide WAN operating system version control as directed by SLPS Technical Point of Contact.
- o. Provide network configuration changes as needed to support any network topology changes.
- p. Track and report Wan issues using the “MAGIC” trouble ticket system deployed by SLPS.
- q. Provide monthly status reports to SLPS Technical Point of Contact.

WAN Assumptions

The following assumptions have been made when defining the Statement of Work for WAN Maintenance:

- a. All WAN circuits including the ISP feed are the responsibility of SLPS.
- b. All network hardware (including but not limited to routers, switches, hubs, cross connect cables/fibers, multiplexers, equipment racks, etc.) will be supplied by SLPS.
- c. SLPS will provide electrical power (including electrical feeds, electrical branch circuits, auxiliary electrical power back-up systems, and electrical filtration systems) required for all network hardware.
- d. All software license are current and are the responsibility of SLPS for all active network hardware.

- e. All software licenses for network hardware, DNS, DHCP, and terminal servers will be provided by SLPS.
- f. Any software license transfers are the responsibility of the SLPS.
- g. All network cabling will be provided by SLPS.
- h. SLPS will have in effect a valid SmartNet Maintenance contract that provides coverage for all Cisco network hardware deployed within the WAN.
- i. Personal computers, tools, and test sets for use by on-site network engineers are the responsibility of the network engineer.
- j. SLPS will maintain the Help Desk Trouble Ticketing System (MAGIC).
- k. SLPS will provide access to all designated facilities and necessary systems (inclusive of administrative passwords) in order to complete the proposed services.

☒ **Insurance Coverage**

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

PAYMENT SCHEDULE

SLPS and IPNS, LLC will participate in E-rate universal Service Administrative Company (USAC) Schools and Libraries Division (SLD) Billed Entity Applicant Reimbursement (BEAR) billing mode. SLPS will be invoiced \$54,600.00 on the 1st day of each calendar month for Wide Area Network (WAN) Maintenance services provided in the previous month consistent with prescribed BEAR invoice guidelines. WAN Maintenance service will be provided in accord with the Statement of Services defined herein beginning on July 1, 2009 and ending on June 30, 2010. Net 30 days from the date of IPNS' invoice.

CONTRACT COSTS AND EXPENSES
TO BE PAID BY BOARD

ATTACHMENT B

SUBCONTRACTORS

SAB agrees to permit IPNS, LLC to subcontract to the following contractors:

- Nova Services, Inc.,
- Big River Electric, LLC
- SCTI, LLC
- FloNet, LLC
- JH Services, LLC
- Lawrence M. Sikorski, Proprietor

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____

SAINT LOUIS PUBLIC SCHOOLS

Date: January 5, 2009

To: Kelvin R. Adams, Ph.D.

From: Terry Laster, Chief Information Officer

Agenda Item: 01-15-C9-08

Information: ☐

Conference: ☐

Action: ☒

Subject:

Contract with IPNS, LLC for Wide Area Network (WAN) maintenance services to be provided from July 1, 2009 through June 30, 2010 at a cost not to exceed \$655,200.00 (pre-discount), \$111,384.00 (SLPS match) for WAN maintenance at all eligible locations pending receipt of the 2009 -2010 E-Rate Funding Commitment Decision Letter for the period beginning July 1, 2009 - June 30, 2010.

This service is needed to ensure that the wide area network is running 99.9% of the time. The data that is used for measurement is taken from the District's MAGIC Help Desk software. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. (CSIP - 2; MSIP - 6.4).

-Pending availability of funding for fiscal year 2009/2010-

Background:

Funding Source :981-2828-6319-110-54 GOB (E-Rate)

Requisition No. (N/A)

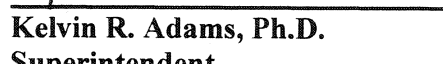
Cost not to exceed: \$111,384.00

Recommendation: Approval


Terry Laster, Chief Information Officer


Sam Aible
Executive Director of Budgets


Enos Moss
CFO / Treasurer


Kelvin R. Adams, Ph.D.
Superintendent

1-7-09 WMA 11/6/09

- 01-15-09-07** To approve a contract with IPNS, LLC for Smart net maintenance services covering Cisco network equipment for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$643,309.87 (pre-discount); \$109,363.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-08** To approve a contract with IPNS, LLC for Wide Area Network (WAN) maintenance services at all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$655,200.00 (pre-discount); \$111,384.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-09** To approve a contract with IPNS, LLC for Uninterruptible Power Supply (UPS) maintenance service for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$115,258.52 (pre-discount); \$19,594.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-10** To approve a contract with K12, Inc. in partnership with Kaplan Virtual Education to provide virtual courses and services in support of the SLPS Virtual School for the period August 2008 through July 2009, in an amount not to exceed \$759,807.00, pending availability of funds. (Funding source: 981-QZ-110-2223-6319) [GOB]
- 01-15-09-11** To approve a contract with TSI for PBX telephone systems maintenance services for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$545,636.00 (pre-discount); \$92,758.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-12** To approve a contract with TSI for cable maintenance services to all eligible locations, for the time period July 1, 2009 through June 30, 2010; in an amount not to exceed \$940,000.00 (pre-discount), \$159,800.00 (SLSP match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-13** To approve renewal of contract (2nd year) with ATT-Cingular Wireless for a wireless enterprise solution for cell phones, email access, corporate data, and web features for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$431,892.00 (pre-discount), \$73,422.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 5, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info.Technology Officer**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #: 01-15-09-09

Agenda Item: 01-26-10-14
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:


To approve a renewal contract with IPNS, LLC for Uninterruptible Power Supply (UPS) maintenance services to be provided from July 1, 2010 through June 30, 2011 at a cost not to exceed \$19,594.00 (SLPS match) for UPS maintenance at all eligible locations pending receipt of the 2010-2011 E-Rate Funding Commitment Decision Letter. The total value of the contract is \$115,258.52 (pre-discount).

BACKGROUND:

This service is needed to prevent power interruptions to the network and protect the equipment which will increase network reliability and performance. The data that is used for measurement is taken from the District's MAGIC Help Desk software. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. This is the second year of a three year contract.

CSIP: Goal 3: Resource**Row:** 90**MSIP:** 6.4.1**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)

Fund Source: 110-2828-6319-981-54	GOB	Requisition #:
Amount: \$19,594.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$19,594.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600009971

Department: Technology Services**Requestor:** J. F. Larry

 Dr. Jesolyn Larry, Interim Info.Technology Officer


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent

Requisition Number#: _____

Vendor #: 600009971

MAINTENANCE SERVICE AGREEMENT
BETWEEN
Special Administrative Board of the
Transitional School District of the City of St. Louis
AND
IPNS, LLC

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 29th day of January, 2009 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and **IPNS, LLC** (hereinafter "Consultant"), a Limited Liability Company organized and existing under the laws of the state of Missouri, and licensed to do business in the City of St. Louis, Missouri. The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 74-3105693

Address: 4500 Gary - Arnold, MO 63010

Contact Person: Mark Abram

Telephone Number: 618-288-7512

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

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

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

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

1. **TERM:** The Contractor shall commence performance of this Agreement on the **1st Day of July, 2009**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30th Day of June 2010**, but renewable for two (2) additional years as a result of the 2 year delay in E-Rate funding.
2. **SCOPE OF SERVICES:** The Contractor 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 Contractor agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District.

The Contractor shall be and shall remain fully responsible for the quality and accuracy of Contractor's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Contractor of this responsibility

4. **COMPENSATION:** The District shall compensate the Contractor for the work outlined in the Scope of Services in the amount of \$ 115,258.52 (pre-discount), \$19,594.00 (SLPS match) 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 Contractor's performance by:	Dr. Jesolyn Larry
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Mark Howell
I	Verification of the receipt of all documents produced by Contractor pursuant to the Scope of Services by:	Dr. Jesolyn Larry

5. **SUB-CONTRACTING:** The Contractor 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 Contractor has the authority to secure at its own expense, all necessary personnel required to perform the services under this Agreement.

7. **SUBCONTRACTS:**

- a. 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.
- b. The SAB agrees to permit the use of subcontractors of IPNS, LLC, incorporated herein, and made part of this Agreement as Attachment B – "Subcontractors."

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** Contractor agrees to indemnify and hold harmless the Board and the Board's officers, directors, servants, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) which may be suffered by, incurred by or threatened against the Board or any officers, directors, servants, employees, or agents of the Board on account of or resulting from injury, or claim of injury to person or property arising out of the operation of the program operated by Contractor 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 Contractor. This provision shall survive termination or expiration of the Agreement.
11. **WARRANTY FOR SERVICES** Contractor warrants and represents to the Board that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor 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 Contractor fails to provide the Services consistent with the warranties and representations set forth in Section 8 above, the Board at its option, may: (a) require Contractor to reperform the unsatisfactory Services at no cost to the Board; (b) refuse to pay Contractor for Services, unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the Board for all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the Board shall be deemed mutual and severable, and not exclusive.

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

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

14. **TERMINATION**

- a. **Termination without Cause.** The District may terminate this Agreement without cause by giving written notice of the intent to terminate. In the event that such written Notice of Intent to Terminate is provided, termination of this Agreement shall become effective thirty (30) days from the date set forth in the Notice of Intent to Terminate. The Consultant will cease work on said termination date and take all reasonable actions to minimize any expenses. The Consultant will be compensated for those services provided through the date of termination and any approved related expenses within sixty (60) of receipt of a properly submitted invoice.
- b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for ten (10) days following receipt of written notice from the objecting party. In the event that this Agreement is terminated under this Article, the rights and remedies of either party provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies which either party may be entitled to pursue in the event of a breach of this Agreement as provided by law or under the terms and conditions of this Agreement. The Consultant will be compensated for only those services satisfactorily provided through cure date end.
- c. **Effect of Termination on the Parties Obligations.** Upon termination of this Agreement for any reason, the parties shall have no further obligations under this Agreement, except as expressly set forth in this Agreement.
- d. **Return of Documentation.** Upon the expiration or termination of this Agreement, the Consultant shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Consultant hereunder.

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

action concerning this Agreement, or an alleged breach thereof, may be commenced anywhere but the City of St. Louis, Missouri.

16. **REPORTING** During the term of this Agreement, Contractor shall report to, and confer with, the Board's **Dr. Jesolyn Larry**, and/or her designee on regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other Board administrators, officers and employees as directed or as may be necessary or appropriate.
17. **ASSIGNMENT** This Agreement may not be assigned by Contractor without the prior written authorization of the Board, which authorization the Board may withhold in its sole discretion.
18. **ENTIRE AGREEMENT** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supercede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.
19. **MODIFICATION** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties
20. **NOTICE** Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or via a nationally recognized overnight courier service and addressed:

To the Board:

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

To Contractor:

IPNS, LLC
4500 Gary Road
Arnold, MO 63010

Legal Notice Enclosed

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

21. **WAIVER** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.
22. **SEVERABILITY** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
23. **HEADINGS** The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.
24. **COUNTERPARTS** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
25. **BINDING EFFECT** The Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.
 - a. **Special Administrative Board Approval.** It may be necessary to obtain the approval of the Special Administrative Board (hereinafter "SAB" or "Board") for this Agreement. If so, the Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Consultant of the approval or disapproval of the SAB. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to approval by the SAB and performance of such services hereunder shall be at the sole risk and liability of the Consultant. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.
 - b. **Executed Agreement.** This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. The Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such execution. The Consultant understands that the District shall not be obligated to compensate it for any

services provided prior to the execution of this Agreement and performance of such services hereunder shall be at the sole risk and liability of the Consultant.

26. **RIGHTS CUMULATIVE** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies which such party may have, whether by present or future law or pursuant hereto, and each party shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or other remedy without thereby waiving or being barred or stopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.
27. **CONTRACTOR REPRESENTATIONS** Contractor acknowledges and represents that (i) Contractor 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 Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor 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. Contractor also agrees to abide by all applicable Board policies and regulations.
28. **INDEPENDENT CONTRACTOR** The Board and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor'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, Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Contractor shall have no authority to assume or incur any obligation or responsibility, or make any warranty for, on behalf of the Board, or to attempt to bind the Board except with prior written authorization from the Board. Contractor shall pay all costs of conducting its activities hereunder, including all compensation to employees of Contractor.

29. CONSULTANT'S PERSONNEL

- a. **Assignment of the Consultant's Personnel.** The Consultant will employ and assign qualified Personnel to the District's account in a sufficient number in order to provide and successfully complete the services in accordance to the Term under Article 2.1. The Consultant will provide the District with a continuously updated list of all its Personnel assigned to the District and qualifications of such Personnel

will be provided without charge to the District within three (3) days of written request.

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

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

d. Background Checks. All Personnel providing services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the District and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Consultant and the District shall not be liable for such cost under any circumstance. The Consultant assures the District that the Consultant agrees to remove or not hire for the District's account any Personnel who have any Department of Family Services claims: a) that would raise concerns about inappropriate behavior with children; b) where a criminal offense has been committed that would raise concerns about inappropriate behavior with children; c) where there has been a conviction for any sex-related offense or any other offense indicating a lack of acceptable moral character for associating with children; d) where there has been a determination of any physical and/or mental abuse of children; and/or e) where there has been termination for cause due to inappropriate behavior with children in any project, program, and/or location of services of the Consultant. The District will receive notice of any Personnel so removed or terminated. The Consultant will select, hire, and train replacement Personnel within fifteen (15) days of a vacancy on the District's account, all without any additional cost to the District. Within three (3) days of a written request by the District, the Consultant agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.

e. Removal of the Consultant's Personnel. If the District determines that any of the Consultant's Personnel is not providing satisfactory service, or if any issues of

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

30. **OWNERSHIP OF COMPLETED SERVICES** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Contractor Services under this Agreement shall vest in and are hereby assigned to the Board. Except as provided in this Agreement, Contractor 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. Contractor acknowledges that any copyrightable works prepared by Contractor under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the Board, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the Board for whatever use it desires, and nothing contained herein shall be deemed to constitute a mere a license or franchise in the Board.
31. **INFRINGEMENT** Contractor warrants to the Board that Contractor, 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. Contractor further represents and warrants to the Board that neither Contractor or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.
32. **USE OF DATA / INFORMATION** Information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall remain the Board's property and shall be used only in connection with the Services provided to the Board.
33. **DEFINITION** For purposes of this Agreement, the term "person" shall mean any natural person, firm, association, partnership, corporation or other form of legal entity.
34. **AUTHORIZATION:** this Agreement is authorized by:

☒ Board Resolution # 01-15-09-09, attached hereto.

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

- Monthly status report of maintenance service performance for Uninterruptible Power Supply (UPS) Maintenance

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

IPNS, LLC
4500 GARY ROAD
ARNOLD, MO 63010

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

By: Matt Schuman

By: Kel [Signature]

Title: President

Title: Superintendent

Date: 02-06-2009

Date: 2/12/09

Tax I.D. No 74-3105693

ATTACHMENT A

SCOPE OF SERVICES

☒ Contractor Services – UPS Statement of Work

- a. Provide one Field Technician (FT) that is familiar with the SLPS data network architecture for the purpose of maintaining UPS systems throughout the SLPS district.
- b. Coordinate installation and testing of all replacement units with SLPS staff to minimize network interruptions during normal business hours.
- c. Replace existing APC and Tripp Lite power supplies as needed and perform network testing ensuring all switches and routers are online.
- d. Provide transportation for all end of life UPS equipment to a designated SLPS warehouse facility.
- e. Provide proper disposal of all batteries.
- f. Provide coverage on all equipment 8x5xNBD.
- g. Provide coverage Monday through Friday during normal business hours.
- h. Provide asset tracking that lists new serial numbers, IP addresses, and locations of devices (as installed), using an SLPS approved database for asset tracking and management.
- i. Respond to pages generated from the UPS units. Upon receipt of alarm, IPNS will investigate and dispatch accordingly.
- j. Respond to reported trouble within two hours and maintain or improve a four hour average of restoration of service.
- k. Replace legacy APC chassis' with Tripp Lite products as required.
- l. Replace all batteries over 4 years old if necessary
- m. Coverage shall include labor, chassis and battery replacement as needed.

UPS Assumptions

The following assumptions have been made when defining the Statement of Work for UPS Maintenance:

- a. Defective hardware will be removed from service and replacement hardware will be installed in the same location as that removed from service.
- b. Defective APC SU3000RMNET will be replaced with Tripp Lite SMART3000RM2U.
- c. Defective APC SU1400RM2U will be replaced with Tripp Lite Smart2200RMXL2U.

☒ Insurance Coverage

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

PAYMENT SCHEDULE

SLPS and IPNS, LLC will participate in E-rate Universal Service Administrative Company (USAC) Schools and Libraries Division (SLD) Service Provider Invoice (SPI) billing mode. As such, SLPS will be invoiced for \$19,594.00 which is the non-discount portion of the

Uninterruptible Power Supply (UPS) Maintenance following receipt of an affirmative Funding Commitment Decision Letter (FDCL) issued by USAC SLD. Net 30 days from the date of IPNS' invoice. UPS Maintenance service will be provided in accord with the Statement of Services defined herein beginning on July 1, 2009 and ending on June 30, 2010.

CONTRACT COSTS AND EXPENSES
TO BE PAID BY BOARD

ATTACHMENT B

SUBCONTRACTORS

SAB agrees to permit IPNS, LLC to subcontract to the following contractors:

- Nova Services, Inc.,
- Big River Electric, LLC
- SCTI, LLC
- FloNet, LLC
- JH Services, LLC
- Lawrence M. Sikorski, Proprietor

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____

SAINT LOUIS PUBLIC SCHOOLS

Date: January 5, 2009

To: Kelvin R. Adams, Ph.D.

From: Terry Laster, Chief Information Officer

Agenda Item: 01-15-09-09

Information: ☐

Conference: ☐

Action: ☒

Subject:

Contract with IPNS, LLC for Uninterruptible Power Supply (UPS) maintenance services to be provided from July 1, 2009 through June 30, 2010 at a cost not to exceed \$115,258.52 (pre-discount), \$19,594.00 (SLPS match-based on Free and reduced rate) for UPS maintenance at all eligible locations pending receipt of the 2009 -2010 E-Rate Funding Commitment Decision Letter for the period beginning July 1, 2009 - June 30, 2010.

This service is needed to prevent power interruptions to the network and protect the equipment which will increase network reliability and performance. The data that is used for measurement is taken from the District's MAGIC Help Desk software. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. (CSIP - 2; MSIP - 6.4).

-Pending availability of funding for fiscal year 2009/2010-

Background:

Funding Source :981-2828-6319-110-54 *GOB(E-Rate)*

Requisition No. (N/A)

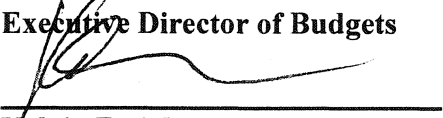
Cost not to exceed: \$19,594.00

Recommendation: Approval


Terry Laster, Chief Information Officer


Sam Aikie
Executive Director of Budgets


Enos Moss
CFO / Treasurer


Kelvin R. Adams, Ph.D.
Superintendent

1-7-09
1/16/09

St. Louis Public School District

SUPERINTENDENT'S REPORT

January 15, 2009

1.0 Preliminary

1.1 CONSENT AGENDA

1.2 Information Items Only

- a) McKinley Classical Leadership Academy Expansion Proposal

Dr. Dan Edwards

- b) Community Education Centers (CEC)

Mr. John Windom

1.3 Business Items – Action Required

- 01-15-09-01** To approve the Monthly Transaction Report for the month of December, 2008.
- 01-15-09-02** To authorize the issuance, sale and delivery of \$39,295,000.00 principal amount of general obligation bonds (Missouri Direct Deposit Program) Series 2009 to fund the air condition program at the schools.
- 01-15-09-03** To approve the third amendment to the GOB Budget for the fiscal year 2008/2009 and the December 2008 Budget to Actual Report for the St. Louis Public Schools.
- 01-15-09-04** To approve a contract with IPNS, LLC for CISCO network equipment end-of-life maintenance services for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$202,180.00 (pre-discount), \$34,371.00 (SLPS match), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-05** To approve a contract (2nd year) with Gaggle.net to provided hosted student/teacher email accounts for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$72,275.00 (pre-discount), \$12,287.00 (SLPS match, based on free and reduced numbers) pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-06** To approve a contract with IPNS, LLC for Local Area Network (LAN) maintenance services to all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$499,200.00 (pre-discount); \$84,864.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]

- 01-15-09-07** To approve a contract with IPNS, LLC for Smart net maintenance services covering Cisco network equipment for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$643,309.87 (pre-discount); \$109,363.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-08** To approve a contract with IPNS, LLC for Wide Area Network (WAN) maintenance services at all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$655,200.00 (pre-discount); \$111,384.00 (SLPS match) pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-09** To approve a contract with IPNS, LLC for Uninterruptible Power Supply (UPS) maintenance service for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$115,258.52 (pre-discount); \$19,594.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-10** To approve a contract with K12, Inc. in partnership with Kaplan Virtual Education to provide virtual courses and services in support of the SLPS Virtual School for the period August 2008 through July 2009, in an amount not to exceed \$759,807.00, pending availability of funds. (Funding source: 981-QZ-110-2223-6319) [GOB]
- 01-15-09-11** To approve a contract with TSI for PBX telephone systems maintenance services for all eligible locations for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$545,636.00 (pre-discount); \$92,758.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-12** To approve a contract with TSI for cable maintenance services to all eligible locations, for the time period July 1, 2009 through June 30, 2010; in an amount not to exceed \$940,000.00 (pre-discount), \$159,800.00 (SLSP match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-13** To approve renewal of contract (2nd year) with ATT-Cingular Wireless for a wireless enterprise solution for cell phones, email access, corporate data, and web features for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$431,892.00 (pre-discount), \$73,422.00 (SLPS match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]

- 01-15-09-14** To approve a contract with Microsoft Corporation through its Microsoft Enterprise Services Division to develop Data Management Technology Environment for the period February 1, 2009 through June 30, 2009; in an amount not to exceed \$313,000.00. (Funding source: 981-6441-2223-110-L3) [GOB]
- 01-15-09-15** To approval renewal of a contract (2nd year) with Charter Business Solutions to provide high speed Internet access for the district for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$140,200.00 (pre-discount); \$23,834.00 (SLPs match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-16** To approve administration of the Missouri Assessment Program (MAP) test as scheduled on the district's test calendar and also to ratify the purchase of test booklets/scoring reporting services from CTB McGraw-Hill in an amount not to exceed \$19,944.00. (Funding source: 110-2822-6412-984-00) [GOB]
- 01-15-09-17** To approve a contract with Giant Steps of St. Louis, Inc. to provide private placement services for the time period 2008-2009 school year, in an amount not to exceed \$28,095.00. (Funding source: 279-1232-828-00-279-6311) [SPED Funds]
- 01-15-09-18** To approve acceptance of a grant from the Sprint Ahead of Education to fund the "America SCORES St. Louis – Writing for the Community" Program at Sherman School, in an amount not to exceed \$5,000.00. (Funding source: 739-RK-5193) (No SLPS funds required)
- 01-15-09-19** To approve a contract with Odessa Clark Owens to assist the Division of Career & Technical Education with preparing for the upcoming MSIP Review and DESE Technical Assistance Audit for the period January 16, 2009 through June 30, 2009, in an amount not to exceed \$26,400.00. (Funding source: 826-299-1394-6319 Proj. KZ Perkins Grant Funds)
- 01-15-09-20** To approve renewal of a contract with SAS Software with SAS Institute, Inc. for statistical software for the period July 15, 2009 through June 16, 2010, in an amount not to exceed \$11,000.00. (Funding source: 110-2822-6412-984-00 – pending budget availability) [GOB]
- 01-15-09-21** To approve renewal of Maintenance Agreement with ScanTron/NCS Pearson, Inc. for a 5000i Scanner for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$17,000.00. (Funding source: 110-2822-6412-984-00 – pending budget availability) [GOB]
- 01-15-09-22** To approve amendment to contract with International Institute of Metro St. Louis for foreign language interpreting services for the time period, in

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 5, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info. Technology Officer**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #: 01-24-08-08

Agenda Item: 01-26-10-15
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To renew the contract with AT&T (3rd year) to continue to provide telephone Smart trunks to support the SLPS telephone system for the period of July 1, 2010 through June 30, 2011 at cost not to exceed \$3,600 (SLPS match). The total value of the contract is \$32,730 (pre-discount).


BACKGROUND:


This service is needed to ensure a reliable telephone system for all SLPS district locations. The data that is used for measurement is taken from SLPS' Magic Help Desk report of the amount of time the phone system is functioning. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents access to information and academic tools for teaching and learning.


CSIP: Goal 3: Resource**Row:** 90**MSIP:** 6.4.1**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)


Fund Source: 110-2828-6361-981-54	GOB	Requisition #:
Amount: \$3600.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$3,600.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Technology Services**Requestor:** J. F. Larry


 Dr. Jesolyn Larry, Interim Info. Technology Officer


 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: December 9, 2009
Dept / School: Technology Services		Reported By: J. F. Larry
Vendor: AT&T		Vendor #:
Contract # / P.O/ #:		Contract Name: High Speed Wan/ Smart Trunks
Contract Amount: \$ 975,816.67		Award Date: February 7, 2008
Purpose of Contract (Brief Description): To provide high speed WAN.		
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 4X 3 2 1	
Cost Control	5 4 X 3 2 1	
Average Score	4.6	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 X No <input type="checkbox"/>		



801 N. 11th Street
St. Louis MO 63101

Date: February 7, 2008

TO: AT&T

RE: E-Rate Agreement for Services and/or Products for E-Rate Year 2008

The undersigned, on behalf of the The Special Administrative Board of The Transitional School District of The City of St. Louis ("The District") and on behalf of Service Provider, sign this agreement for the purchase of eligible services as described on the attachment to this letter as part of the E-Rate Year 2008 effort. Service Provider was selected based on Service Provider's response to the Board of Education's for E-Rate Year 2008 or qualifying Form 470, such response incorporated herein by reference.

The Board intends to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

This Agreement may be cancelled by either Party if any of the following does not occur:

- (i) ~~USAC approval of the Board of Education's~~ ^{THE DISTRICT'S} request for funding through a formal Funding Commitment Decision Letter;
- (ii) ~~Board of Education~~ ^{THE DISTRICT'S} formal acceptance of the USAC approved funding;
- (iii) ~~Board of Education~~ ^{THE DISTRICT'S} formal approval and award of an amended contract to Service Provider for the eligible equipment and services covered by the USAC approved funding; and
- (iv) ~~Board of Education~~ ^{THE DISTRICT'S} and Service Provider entering into and executing an amended detailed written contract for the purchase and delivery of the eligible services within 90 days of this letter.
- (v) Approval by the Schools and Libraries Division ("SLD") of District's current and future Funding Year Eleven (11) (FY2008-2009) E-Rate applications. In the event this contingency is not satisfied by April 30, 2009, District may at its option, cancel and terminate this RFP/contract without penalty by written notice to supplier; in which event, neither District nor supplier will have any obligation under this RFP/contract. Supplier will not commence performance of its obligations under this contract until supplier receives confirmation that the above contingency has been satisfied. All amounts received by supplier from SLD will be deemed to be payments by District to supplier, to be applied on the contract.

AT&T.

Page 2

February 7, 2008

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. Services under this Agreement shall commence on July 1, 2008, and shall terminate on June 30th of the year shown on the attachments and are subject to the terms and conditions in the attachments to this agreement for each type of service.

E-Rate Agreement for Services and/or Products for E-Rate Year 2008

The Parties agree to the terms and conditions of the E-rate Rider, attached.

Service Provider: AT&T

School District: St. Louis Public Schools

SPIN: _see below_

Billed Entity Number: 136902

The following Affiliates of SBC Global Services, Inc. dba AT&T Global Services will provide the following services pursuant to the specifications as stated in the Service Provider's response to RFP:

1. **SOUTHWESTERN BELL TELEPHONE COMPANY DBA AT&T MISSOURI ("AT&T") - SPIN 143004662 - Telecommunications Services - (provided pursuant to tariff)**
 - **Smart Trunks** (ISDN PRI), 60 month term with 5 one year optional renewal terms beginning July 1, 2008 in response to Form 470 377300000643357. The costs of the services for the portion of the Smart Trunks are under tariff and subject to tariff changes. Costs for these services are \$32,730 per year. (SLD Pre-Discounted Amount).
 - **OPT-E-MAN.** 60 month term with 5 one year optional renewal terms beginning no earlier than July 1, 2008 for OPT-E-MAN services are described in the RFP for High Speed Wide Area Networking and AT&T's response to this RFP. Total cost of the goods and services shall not exceed \$804,150 per year plus \$515,000 in installation costs. (SLD Pre-Discounted Amount).

AT&T.
Page 3
February 7, 2008

The undersigned represent that they have requisite authority to bind the Board of Education, City of St. Louis, and the Service Provider, respectively, to this agreement.

Signature: *Diana Bourisaw / EK*

Printed Name: DIANA BOURISAW

Title: SUPERINTENDENT

Date: 2/7/2008

Signature: *Arthur L. Hargis*

Printed Name: ARTHUR L. HARGIS

Title: ASSOCIATE DIRECTOR C.C.

Date: 2/7/2008

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 5, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info.Technology Officer**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #: 01-24-08-08

Agenda Item: 01-26-10-16
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To renew the contract with AT&T (3rd year) to continue to provide a Fiber WAN infrastructure -Opt-e-man to support high speed data access from July 1, 2010 to June 30, 2011 at a cost not to exceed \$107,340.00 (SLPS match). The total value of the contract is \$975,816.67 (pre-discount).


BACKGROUND:

This service is needed to ensure a speedy and reliable Wide Area Network for all SLPS district locations. The data that is used for measurement is taken from SLPS' Magic Help Desk report of the amount of time the network is functioning. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents access to information and academic tools for teaching and learning.

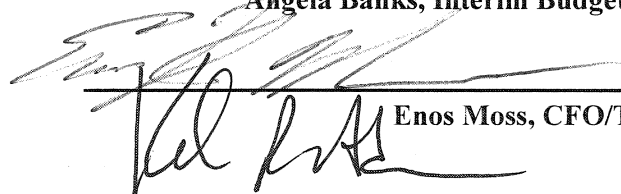
CSIP: Goal 3: Resource**Row:** 90**MSIP:** 6.4.3**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)

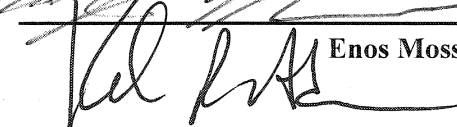
Fund Source: 110-2828-6319-981-54	GOB	Requisition #:
Amount: \$107,340.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$107,340.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Technology Services**Requestor:** J. F. Larry


 Dr. Jesolyn Larry, Interim Info.Technology Officer


 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: December 9, 2009	
Dept / School: Technology Services		Reported By: J. F. Larry	
Vendor: AT&T		Vendor #:	
Contract # / P.O/ #:		Contract Name: High Speed Wan/ Smart Trunks	
Contract Amount: \$ 975,816.67		Award Date: February 7, 2008	
Purpose of Contract (Brief Description): To provide high speed WAN.			
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 4X 3 2 1		
Cost Control	5 4 X 3 2 1		
Average Score	4.6	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 X No <input type="checkbox"/>			



801 N. 11th Street
St. Louis MO 63101

Date: February 7, 2008

TO: AT&T

RE: E-Rate Agreement for Services and/or Products for E-Rate Year 2008

The undersigned, on behalf of the The Special Administrative Board of The Transitional School District of The City of St. Louis ("The District") and on behalf of Service Provider, sign this agreement for the purchase of eligible services as described on the attachment to this letter as part of the E-Rate Year 2008 effort. Service Provider was selected based on Service Provider's response to the Board of Education's for E-Rate Year 2008 or qualifying Form 470, such response incorporated herein by reference.

The Board intends to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

This Agreement may be cancelled by either Party if any of the following does not occur:

- (i) ^{1. THE DISTRICT'S} USAC approval of the ~~Board of Education's~~ request for funding through a formal Funding Commitment Decision Letter;
- (ii) ^{2. THE DISTRICT'S} ~~Board of Education~~ formal acceptance of the USAC approved funding;
- (iii) ^{3. THE DISTRICT'S} ~~Board of Education~~ formal approval and award of an amended contract to Service Provider for the eligible equipment and services covered by the USAC approved funding; and
- (iv) ^{4. THE DISTRICT'S} ~~Board of Education~~ and Service Provider entering into and executing an amended detailed written contract for the purchase and delivery of the eligible services within 90 days of this letter.
- (v) Approval by the Schools and Libraries Division ("SLD") of District's current and future Funding Year Eleven (11) (FY2008-2009) E-Rate applications. In the event this contingency is not satisfied by April 30, 2009, District may at its option, cancel and terminate this RFP/contract without penalty by written notice to supplier; in which event, neither District nor supplier will have any obligation under this RFP/contract. Supplier will not commence performance of its obligations under this contract until supplier receives confirmation that the above contingency has been satisfied. All amounts received by supplier from SLD will be deemed to be payments by District to supplier, to be applied on the contract.

AT&T.
Page 2
February 7, 2008

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, installation, invoicing and all other transactions associated with the project. Services under this Agreement shall commence on July 1, 2008, and shall terminate on June 30th of the year shown on the attachments and are subject to the terms and conditions in the attachments to this agreement for each type of service.

E-Rate Agreement for Services and/or Products for E-Rate Year 2008

The Parties agree to the terms and conditions of the E-rate Rider, attached.

Service Provider: AT&T

School District: St. Louis Public Schools

SPIN: _see below_

Billed Entity Number: 136902

The following Affiliates of SBC Global Services, Inc. dba AT&T Global Services will provide the following services pursuant to the specifications as stated in the Service Provider's response to RFP:

1. **SOUTHWESTERN BELL TELEPHONE COMPANY DBA AT&T MISSOURI ("AT&T") - SPIN 143004662 - Telecommunications Services - (provided pursuant to tariff)**
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AT&T.
Page 3
February 7, 2008

The undersigned represent that they have requisite authority to bind the Board of Education, City of St. Louis, and the Service Provider, respectively, to this agreement.

Signature: *Diana Bourisaw / EK*

Printed Name: DIANA BOURISAW

Title: SUPERINTENDENT

Date: 2/7/2008

Signature: *Arthur L. Hargis*

Printed Name: ARTHUR L. HARGIS

Title: ASSOCIATE DIRECTOR C.C.

Date: 2/7/2008

**ATTACHMENT TO [Enter Name of Agreement/Addendum] ("Agreement") FOR
SERVICES AND/OR PRODUCTS SUBJECT TO UNIVERSAL SERVICES ("E-RATE") FUNDING
(PLEASE CHECK THE APPROPRIATE BOX – A OR B)**

This Attachment ("Attachment"), entered into by SBC Global Services, Inc. dba AT&T Global Services on behalf of itself and its Affiliates ("AT&T") and the St. Louis Public School District ("Customer") and effective as of the date last signed below ("Effective Date"), is an attachment to that certain Agreement dated [Enter Date Services contract is signed. Will usually be same date as this Addendum is signed] between the parties thereto. This Attachment shall have the same term as that of the Agreement. If there are any inconsistencies between the Agreement and this Attachment, the terms and conditions of this Attachment shall control.

A) ☐ IMPLEMENTATION OF ATTACHMENT IS INDEPENDENT OF E-RATE FUNDING COMMITMENT FROM SLD

Customer desires that Services commence on or about [Enter Target Service Start Date]. The implementation of this Attachment is not in any way dependent or contingent upon Customer's application for, or receipt of, any funding award from the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC"). In the event Customer applies for funding, Customer shall notify AT&T within ten (10) business days of Customer's receipt of a Funding Commitment Decision Letter ("FCDL") from the SLD, if funding has been awarded.

(Please sign below – Section B does not apply if Section A is checked)

B) ☒ CUSTOMER MAY TERMINATE ATTACHMENT IF E-RATE FUNDING IS DENIED OR FUNDS ARE NOT APPROPRIATED:

1. Scope. Customer has determined that some or all of the products and/or Services in this Attachment are eligible for universal service discounts ("Discounts") pursuant to Section 254 of the Telecommunications Act ("Act") of 1996 (47 U.S.C. § 254) and the rules and regulations promulgated thereunder (the Services are further described in the Agreement). Customer agrees to use best efforts to obtain a Funding Commitment Decision Letter ("FCDL") from the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") approving funding for the initial fiscal year covered by this Attachment and shall notify AT&T within ten (10) business days of Customer's receipt of the FCDL. Customer desires that Services commence on or about July 1, 2007. However, AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives notification that Customer has received the FCDL approving funding and has also submitted the Form 486 – Receipt of Service Confirmation Form.

2. Eligibility of Products and Services. The identification of certain Services in the Agreement as "E-Rate Eligible" or "E-Rate Ineligible" for Universal Service ("E-Rate") funding is not dispositive, nor does it suggest that this or any other Services in this Agreement will be deemed eligible for such funding. Any conclusions regarding the eligibility of Services for E-Rate funding rests with the SLD and/or FCC as administrators of the E-Rate program. AT&T is not responsible for the outcome of these conclusions.

3. Funding Denial; Agreement Termination; Customer's Right to Change Attachment Designation. If, for any fiscal year during the term of the Agreement, funds are not appropriated by Customer's governing board to pay for the Service, or universal service funding is denied, Customer may terminate that particular Service as of the last day for which funds were appropriated or universal service funding received ("Date of Termination"), without being subject to termination charges set forth in the Agreement; provided, however; that (i) Customer shall be obligated to pay all charges incurred through the Date of Termination, plus any unrecovered nonrecurring charges which may be owed AT&T on the Date of Termination, (ii) Customer shall use its best efforts to obtain funding or universal service discounts for the Service, (iii) Customer agrees not to obtain substantially similar service and/or equipment to replace those provided hereunder for a period equal to the remaining term for such Service under this Agreement as of the Date of Termination, (iv) Customer shall exercise such right to terminate by delivery to AT&T of a 30 day written notice setting forth the reason for termination, and (v) within 30 days following the delivery of such written notice, Customer shall provide AT&T a legal opinion of counsel from Customer that no funds have been appropriated or otherwise made available for payments due under the Agreement and funds have not been made available for the acquisition of substantially similarly service and/or equipment to replace those provided hereunder.

CONFIDENTIAL INFORMATION

*This agreement is for use by authorized employees of the parties hereto only
and is not for general distribution within or outside their companies.*

GENERAL TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES:

1. Reimbursement of USAC. If USAC seeks reimbursement of E-Rate funds due to Customer's failure to comply with the E-Rate regulations, including Customer delays in submitting required Forms or contracts; or, due to a decision by USAC that any approved Services are ineligible (other than as the result of AT&T's failure to comply with the E-Rate requirements), Customer shall reimburse AT&T for any funds AT&T must return to USAC within ninety (90) days of notice from USAC seeking reimbursement. In addition, Customer agrees all payment obligations under the Agreement shall continue in effect, including but not limited to payment of early termination charges, if applicable.

2. Requested Information. If requested, Customer will provide AT&T with copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; and, (v) Service Certification Form; (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

3. Representations, Warranties and Indemnities. Each Party represents and warrants that it has or will comply with all laws and the requirements applicable to the E-Rate Program. Each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against all third party claims (including FCC or USAC claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and terms contained in this Attachment.

(The following section should be completed regardless of whether Section A or B above is checked)

Customer should designate the intended funding method in the event E-rate funding is approved:

☐ Billed Entity Application Reimbursement ("BEAR") – Form 472*

☒ Service Provider Invoice form - ("SPI") – Form 474**

* Customer will file the Form 472 and certify that it has received and paid for Services in full and AT&T will remit the discounted portion to the customer within twenty (20) business days after receipt of payment from USAC.

** AT&T will file Form 474 ("SPI" form) after Services have been provided and Customer has notification of an approved Funding Commitment Decision Letter ("FCDL") and an approved Form 486. AT&T will then provide Discounts on the Customer's bill. Customer also agrees to promptly submit any AT&T or USAC Forms needed to support requests for payment of Services rendered.

SO AGREED by the Parties' respective authorized signatories:

St. Louis Public School District	AT&T GLOBAL SERVICES ON BEHALF OF ITS AFFILIATES
<i>Customer Signature:</i>	<i>AT&T Signature:</i>
Print Name:	Print Name:
Title:	Title:
Date:	Date:

CONFIDENTIAL INFORMATION

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and is not for general distribution within or outside their companies.*

2011 (coterminous with existing Xerox contract), in an amount not to exceed \$14,892.00.

- 01-24-08-08** Approval of contract with AT & T to provide a Fiber WAN infrastructure to support high speed data access. SLPS is expecting to be responsible for 12% of the total cost based on free and reduced lunch data submitted to the Schools and Libraries Division for E-Rate funding. This is a five year contract with an option to renew after the fifth year, and on an annual basis, for an additional five years, at a cost not to exceed \$175,000.00 for the first year. (Total anticipated five year cost is \$4,910,000.00.)
- 01-24-08-09** Approval of contract with the University of California Berkeley (Sole Source Provider) to provide evaluation services pursuant to the Smaller Learning Communities Grant guidelines for the period January 25, 2007 through June 30, 2008, in an amount not to exceed \$5,000.00.
- 01-24-08-10** Approval of contract with North St. Louis Arts Council (Sole Source Provider) to provide photography enrichment workshops for students for the period January 7, 2008 through May 30, 2008, in an amount not to exceed \$7,500.00.
- 01-24-08-11** Approval of extension of Kronos Professional Services Agreement for the period January 2008 through March 2008, in an amount not to exceed \$53,850.00.
- 01-24-08-12** Approval of contract with Frost Electric Supply to purchase 153 color cameras and 33 triplex digital video records and subsequent installation by TSI, Inc for the period January 2008 through September 2008 in an amount not to exceed \$95,000.00. (Funds provided through an Emergency Response and Crisis Management Grant)
- 01-24-08-13** Approval of contract with the Voluntary Interdistrict Choice Corporation (VICC) for coordination and transportation of the city and county eighth grade students to attend the 25th Career Awareness Fair, for the period January 25, 2008 through June 30, 2008, in an amount not to exceed \$15,000.00.
- 01-24-08-14** Approval of school calendars for the FY 2008-2009 School Calendar and the FY 2009-2010 School Calendar. (No cost to the district.)

St. Louis Public School District
SUPERINTENDENT'S REPORT

January 24, 2008

1.0 Preliminary

1.1 CONSENT AGENDA

1.2 Information Only

- a) Human Resources Division Presentation
- b) Fiscal Year 2007-2008 Financial Report, December Year to Date

1.3 Business Items – Action Required

- 01-24-08-01** Approval of Monthly Budget Transaction Report for December 2007
- 01-24-08-02** Approval of a contract with Frederick J. Linhardt (Sole Source Provider) for consulting services for Technical Education Program Review for the period January 25, 2008 through June 30, 2008, in an amount not to exceed \$9,500.00.
- 01-24-08-03** Approval of hardware and software from various vendors (Sole Source Providers) for the Multi-Media Lab at Clyde C. Miller Academy for the period December 7, 2007 through June 30, 2008, in an amount not to exceed \$71,756.00.
- 01-24-08-04** Approval of the purchase of equipment from J 7 B Technologies (Sole Source Provider), for the computer networking lab at Clyde C. Miller Academy, for the time period January 25, 2007 through June 30, 2008, in an amount not to exceed \$9,090.00.
- 01-24-08-05** Approval of renewal of the Microsoft Select Agreement with Software Plus in an amount not to exceed \$363,445.14.
- 01-24-08-06** Approval to receive a minimum contribution of \$5,000.00 each from SLATE and Emerson for expenses related to the 25th Annual Career Awareness Fair for area 8th graders for the period beginning January 25, 2008 through June 30, 2008. No cost to the District.
- 01-24-08-07** Approval of contract with Xerox for maintenance services on 17 Reading First Printers for the time period February 1, 2008 through November 30,

FROM

(WED) DEC 10 2008 16:02/ST. 16:00/No. 6660097797 P 6

**Pricing Schedule for AT&T ILEC Services
Within AT&T's Franchise Territory in the
State of Missouri Pursuant to Tariff,
Guidebook or Catalog**

Amended Agreement date last signed 

7. TARIFF AND REGULATORY REGULATIONS

This Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariff, Guidebook or Catalog.

8. SERVICES AND JURISDICTION CERTIFICATION

Customer acknowledges and certifies that the total interstate traffic (including Internet traffic) on the Service(s) constitutes ten percent (10%) or less of the total traffic on the Service.

9. INSTALLATION AND CUTOVER

If the Term Start Date is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure event as defined in the "Force Majeure" provision of the Amended Agreement, AT&T shall have the right to extend the Term Start Date for a reasonable period of time equal to no more than the period of such delay and any consequences resulting from the delay, subject to AT&T's disaster recovery plan.

Equipment, facilities and lines furnished by AT&T in connection with the Services are the sole property of AT&T and are provided upon condition that they will be installed, relocated, removed, changed and maintained exclusively by AT&T during Normal Business Hours (except in case of emergency) as it reasonably deems appropriate.

If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in the Agreement, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

Service(s) may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (i.e., those kinds of risks for which insurance is customarily available,) except that Customer will not bear the risk of loss for damage to the extent such loss or damage is caused by: (i) AT&T or its agents, (ii) wear and tear or malfunctioning of the AT&T Equipment, or (iii) a force majeure event resulting in damage or loss for which insurance is not customarily available in the city of St. Louis, State of Missouri.

10. CUSTOMER COMMITMENT AND RATES

10.1. Customer Commitment

SERVICE QUANTITY COMMITMENT	AS SPECIFIED IN SECTION 10.2
Subject to the terms of the Agreement (e.g. Section 6(b) above), Customer agrees to purchase the Service(s) identified in Section 10.2 in the quantities identified in Section 10.2 for the duration of the Pricing Schedule Term.	
If Customer does not install the quantities identified in Section 10.2, subject to Section 6(b) above, by June 30, 2010, AT&T reserves the right to amend the rates for the Service(s) to reflect the discounts appropriate for the quantities installed; provided, however, if Customer complies with all Customer obligations in the OPT-E-MAN® Service SOW, AT&T shall have no such right if installation delays are solely the result of AT&T's acts or failure to act. In such event, Customer and AT&T shall agree upon an amendment to this Pricing Schedule which shall be completed by September 1, 2010 or rates will revert to the standard, non discounted rates set forth in the applicable Tariff, Guidebook or Catalog for the remainder of the Pricing Schedule Term.	

**Pricing Schedule for AT&T ILEC Services
Within AT&T's Franchise Territory in the
State of Missouri Pursuant to Tariff,
Guidebook or Catalog**

Amended Agreement date last signed PS

10.2 Rates:

Service Components, Quantities, Monthly Rates, and Non-recurring/One-time Charges

Service	Description – Service Components / USOC	Quantity New	Monthly Recurring Rate, each	Non-recurring Charge / One-time charge, each
OPT-E-MAN®	OPT-E-MAN® Basic Plus Connection 1G/ P9FHX	91	\$300.00	
OPT-E-MAN®	OPT-E-MAN® Basic Plus Connection 10G	2	\$1040.00	
OPT-E-MAN®	CIR Speed 100Mbps (Silver) / R6ELC	78	\$350.00	
OPT-E-MAN®	CIR Speeds 1 Gbps (Silver) / R6E2C	13	\$475.00	
OPT-E-MAN®	CIR Speeds 10 Gbps (Silver) /	2	\$2,078.75	
OPT-E-MAN®	Special Construction	1	\$0.00	\$515,000.00*
OPT-E-MAN®	CIR Speed 150 Mbps (Silver)/ R6ENC	Growth	\$443.75	
OPT-E-MAN®	CIR Speed 250 Mbps (Silver)/R6EQC	Growth	\$493.75	
OPT-E-MAN®	CIR Speed 500 Mbps (Silver)/ R6ETC	Growth	\$575.00	
OPT-E-MAN®	CIR Speed 600 Mbps (Silver)/ R6EUC	Growth	\$658.25	

* Special Construction Charges in the amount of \$936,271.58 has been waived in consideration of the commitments made herein and are unpaid non-recurring charges for purposes of termination liability. Special Construction Charges in the amount of \$515,000.00 are due and payable by Customer in three equal installments of \$171,666.67 each. The charges for the first installment are due upon receipt of the bill associated with the first circuit installation. The second and third installments are due and payable on July 1st of each subsequent year. While AT&T will not require a deposit at the time of execution of this Pricing Schedule, AT&T reserves the right to request a deposit at a later time if in AT&T's reasonable judgment, Customer's creditworthiness changes after the Effective Date of this Pricing Schedule.

If an order for Service is cancelled prior to the start of Service, cancellation charges as per the applicable Tariff, Guidebook or Catalog will apply.

10.3 SPECIAL CONSTRUCTION CHARGES BY SERVICE LOCATION

Customer Site	SWC CLI	Address Description	City	State	Customer CLI	Special Construction Charges Breakout	Special Construction Charged by Site
801 North 11th Street	STLSMO01	Central Admin Bldg	St Louis	MO	STLSMOEGWC3		
3836 Natural Bridge	STLSMO05	Beaumont HS	St Louis	MO	STLTMOBWCWCP	\$ 9,512	\$ 3,375
3125 S Kingshighway	STLSMO08	Central VPA HS	St Louis	MO	STLTMO10WC1	\$ 34,480	\$ 12,238
5101 McRee	STLSMO08	Gateway HS	St Louis	MO	STLTMOKUCWCP	\$ 9,512	\$ 3,375
4015 McPherson Ave	STLSMO05	Metro HS	St Louis	MO	STLVMOGRWCWCP	\$ 9,512	\$ 3,375
3230 Hartford Street	STLSMO08	Roosevelt HS	St Louis	MO	STLTMOVWWCWCP	\$ 28,536	\$ 10,126
918 N Union Blvd	STLSMO04	Soldan HS	St Louis	MO	STLTMOKAWCWP	\$ 9,512	\$ 3,375
4248 Cottage Ave	STLSMO05	Sumner HS	St Louis	MO	STLTMOCLWCWCP	\$ 9,512	\$ 3,375
3035 Cass Ave	STLSMO05	Vashon HS	St Louis	MO	STLWMOYHW00	\$ 35,660	\$ 12,658

S_Telco_Data_MO

AT&T and Customer Confidential Information
Page 7 of 11

ICB Telco PS v.050508
DAA3850 12/02/08

FROM

(WED) DEC 10 2008 16:03/ST. 16:00/No. 6660097797 P 8

Pricing Schedule for AT&T ILEC Services
Within AT&T's Franchise Territory in the
State of Missouri Pursuant to Tariff,
Guidebook or Catalog

Amended Agreement date last signed KA

5140 Riverview Blvd	STLSMO02	Northwest High School	St Louis	MO	STLVMOHBWCP	\$ 9,512	\$ 3,375
4041 S. Broadway	STLSMO03	Camahan Middle School	St Louis	MO	STLXMOGZW00	\$ 34,480	\$ 12,236
1000 N. Grand	STLSMO05	Clyde Miller Career Academy	St Louis	MO	STLXMOJZW00	\$ 9,512	\$ 3,375
1311 TOWER GROVE AVE	STLSMO05	ADAMS ELEM.	St Louis	MO	STLWMOLGWCP	\$ 9,512	\$ 3,375
2900 HADLEY AVE	STLSMO01	AMES VISUAL/PERF. ARTS	St Louis	MO	STLUMORFWCP	\$ 9,512	\$ 3,375
8724 HALLS FERRY RD	STLSMO24	BADEN ELEM.	St Louis	MO	STLUMOGPWCP	\$ 9,512	\$ 3,375
1927 CASS AVE	STLSMO01	BLEWETT MIDDLE	St Louis	MO	STLVMOQFWCP	\$ 9,512	\$ 3,375
516 LOUGHBOROUGH AVE	STLSMO03	BLOW MIDDLE COMMUNITY ED. CTR.	St Louis	MO	STLVMOGFWCP	\$ 9,512	\$ 3,375
2128 GANO AVE	STLSMO05	BRYAN HILL ELEM.	St Louis	MO	STLUMORDWCP	\$ 24,969	\$ 8,860
5319 LANSLOWNE AVE	STLSMO03	BUDER ELEM.	St Louis	MO	STLUMOPWWCP	\$ 9,512	\$ 3,375
5910 CLIFTON AVE	STLSMO03	BUSCH/ACADEMIC-ATHLETIC ACAD.	St Louis	MO	STLVMOGXWCP	\$ 26,158	\$ 9,282
1004 N JEFFERSON AVE	STLSMO01	CARR LANE VPA MIDDLE	St Louis	MO	STLVMOGGWCP	\$ 9,512	\$ 3,375
3620 N 14TH ST	STLSMO01	CLAY ELEM.	St Louis	MO	STLUMOGQWCP	\$ 9,512	\$ 3,375
3935 ENRIGHT AVE	STLSMO05	COLE ELEM.	St Louis	MO	STLUMOGYWCP	\$ 9,512	\$ 3,375
3120 ST LOUIS AVE	STLSMO06	COLUMBIA ELEM. COMM. ED. CTR.	St Louis	MO	STLUMOMDWCP	\$ 9,512	\$ 3,375
5130 OAKLAND AVE	STLSMO05	COMPTON-DREW ILC MIDDLE	St Louis	MO	STLVMOJWWCP	\$ 9,512	\$ 3,375
2616 CORA AVE	STLSMO05	COTE BRILLIANT ELEM.	St Louis	MO	STLUMOGIWCP	\$ 26,158	\$ 9,282
6746 CLAYTON AVE	STLSMO06	DEWEY SCH.-INTERNAT'L. STUDIES	St Louis	MO	STLUMOPYWCP	\$ 30,914	\$ 10,126
1415 N GARRISON AVE	STLSMO06	DUNBAR AND BR. EARL NANCE SR. ELEM.	St Louis	MO	STLUMORGWCP	\$ 9,512	\$ 3,375
8959 RIVERVIEW BLVD	STLSMO24	FANNING MIDDLE COMMUNITY ED.	St Louis	MO	STLVMO24W00	\$ 9,512	\$ 3,375
3417 GRACE AVE	STLSMO08	FARRAGUT ELEM.	St Louis	MO	STLVMOGEWCP	\$ 22,581	\$ 8,860
4025 SULLIVAN AVE	STLSMO05	FROEBEL ELEM.	St Louis	MO	STLUMOMYWCP	\$ 9,512	\$ 3,375
3709 NEBRASKA AVE	STLSMO08	GUNDLACH ELEM.	St Louis	MO	STLUMOPSWCP	\$ 28,536	\$ 10,126
2931 ARLINGTON AVE	STLSMO02	HAMILTON ELEM. COMMUNITY ED.	St Louis	MO	STLUMOGXWCP	\$ 9,512	\$ 3,375
5819 WESTMINSTER PL	STLSMO04	HENRY ELEM.	St Louis	MO	STLUMONWWCP	\$ 9,512	\$ 3,375
1220 N TENTH ST	STLSMO01	HERZOG ELEM.	St Louis	MO	STLUMORKWCP	\$ 35,907	\$ 12,742
5631 PAMPLIN PL	STLSMO02	HICKEY ELEM.	St Louis	MO	STLUMOQTWCP	\$ 24,969	\$ 8,860
3111 CORA AVE	STLSMO02	HODGEN ELEM.	St Louis	MO	STLVMOEXWCP	\$ 29,725	\$ 10,548
1616 CALIFORNIA	STLSMO08	HUMBOLDT MIDDLE	St Louis	MO	STLVMODJWCP	\$ 9,512	\$ 3,375
2516 S 9TH ST	STLSMO08						

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AT&T and Customer Confidential Information

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ICB Telco PS v.050508

DAA3850 12/02/08

FROM

(WED) DEC 10 2008 16:03/ST. 16:00/No. 8680097797 P 9

Pricing Schedule for AT&T ILEC Services
Within AT&T's Franchise Territory in the
State of Missouri Pursuant to Tariff,
Guidebook or Catalog

Amended Agreement date last signed



1301 HOGAN ST	STLSMO01	JEFFERSON ELEM.	St Louis	MO	STLUMOMAWCP	\$ 23,780	\$ 8,438
5031 POTOMAC ST	STLSMO03	KENNARD/CLASSIC AL JR. ACAD.	St Louis	MO	STLUMOQCWCP		\$ 9,512
3021 HICKORY ST	STLSMO08	L'OUVERTURE MIDDLE	St Louis	MO	STLVMOGMWCP	\$ 28,536	\$ 10,126
5821 KENNERLY AVE	STLSMO02	LACLEDE ELEM.	St Louis	MO	STLUMOGFWCP	\$ 9,512	\$ 3,375
5511 WABADA AVE	STLSMO02	LANGSTON MIDDLE	St Louis	MO	STLVMOGTWCP	\$ 9,512	\$ 3,375
5020 LEXINGTON AVE	STLSMO02	LEXINGTON ELEM.	St Louis	MO	STLUMOWVWC1	\$ 9,512	\$ 3,375
5028 MORGANFORD RD	STLSMO03	LONG MIDDLE COMMUNITY ED. CTR.	St Louis	MO	STLVMODIWCP		\$ 29,725
7417 VERMONT AVE	STLSMO03	LYON ACADEMY - BASIC INSTR.	St Louis	MO	STLUMOPQWCP		\$ 27,347
1118 S 7TH ST	STLSMO01	MADISON I.G.E. ELEM.	St Louis	MO	STLVMOHIWC1	\$ 9,512	\$ 3,375
6020 PERIOD AVE	STLSMO03	MALLINCKRODT A.B.I. ELEM.	St Louis	MO	STLUMOPXWCP	\$ 9,512	\$ 3,375
4047 JUNIATA ST	STLSMO08	MANN ELEM.	St Louis	MO	STLUMOOZWCP	\$ 9,512	\$ 3,375
5316 RUSKIN AVE	STLSMO02	MARK TWAIN ELEM.	St Louis	MO	STLUMORSWCP	\$ 9,512	\$ 3,375
6031 SOUTHWEST AVE	STLSMO06	MASON ELEM.	St Louis	MO	STLUMOPGWCP	\$ 9,512	\$ 3,375
2156 RUSSELL	STLSMO08	MCKINLEY/CLASSIC AL JR. ACAD.	St Louis	MO	STLVMOGLWC2		\$ 9,512
2030 S VANDEVENTER AVE	STLSMO08	MEDA P. WASHINGTON EDUC. CTR.	St Louis	MO	STLUMOGQWC1		\$ 34,480
2745 MERAMEC ST	STLSMO03	MERAMEC ELEM.	St Louis	MO	STLUMOPRWCP	\$ 9,512	\$ 3,375
955 ARCADE AVE	STLSMO04	MITCHELL ELEM.	St Louis	MO	STLUMOOGWCP	\$ 23,780	\$ 8,438
3848 MISSOURI AVE	STLSMO08	MONROE ELEM.	St Louis	MO	STLWMOLPWCP	\$ 9,512	\$ 3,375
4221 SHAW BLVD	STLSMO08	MULLANPHY BOTANICAL GARDENS	St Louis	MO	STLUMOPFWCP		\$ 9,512
4915 DONOVAN AVE	STLSMO03	NOTTINGHAM MIDDLE COMM. ED.	St Louis	MO	STLVMOGOWCP		\$ 61,827
1224 S 14TH ST	STLSMO01	PEABODY ELEM.	St Louis	MO	STLUMOOJWCP	\$ 33,291	\$ 11,814
1212 N 22ND ST	STLSMO01	CLEVELAND (PRUITT) NJROTC ACADEMY	St Louis	MO	STLVMOGNWCP		\$ 9,512
4611 S GRAND BLVD	STLSMO03	SCRUGGS ELEM.	St Louis	MO	STLUMOPQWCP	\$ 9,512	\$ 3,375
5329 COLUMBIA AVE	STLSMO08	SHAW VISUAL/PERF. ARTS CTR.	St Louis	MO	STLUMOPBWCP		\$ 9,512
3412 SHENANDOAH AVE	STLSMO08	SHENANDOAH ELEM.	St Louis	MO	STLUMOOWWCP	\$ 9,512	\$ 3,375
3450 WISCONSIN AVE	STLSMO08	SHEPARD ELEM.	St Louis	MO	STLUMOPHWCP	\$ 9,512	\$ 3,375
3942 FLAD AVE	STLSMO08	SHERMAN ELEM. COMM. ED. CTR.	St Louis	MO	STLUMOMBWC1		\$ 9,512
2050 ALLEN AVE	STLSMO08	SIGEL ELEM. COMM. ED. CTR.	St Louis	MO	STLUMOOYWCP	\$ 9,512	\$ 3,375
1033 WHITTIER ST	STLSMO05	STEVENS MIDDLE COMMUNITY ED.	St Louis	MO	STLVMOGVWCP		\$ 9,512

FROM

(WED) DEC 10 2008 16:03/ST. 16:00/No. 8660097797 P 10

Pricing Schedule for AT&T ILEC Services
Within AT&T's Franchise Territory in the
State of Missouri Pursuant to Tariff,
Guidebook or Catalog

Amended Agreement date last signed



647 TOWER GROVE AVE	STLSMO05	STIX EARLY CHILDHOOD CTR.	St Louis	MO	STLTMOGDWC1	\$ 23,780	\$ 8,438
5750 LOTUS AVE	STLSMO02	STOWE MIDDLE	St Louis	MO	STLVMOGQWCP	\$ 9,512	\$ 3,375
5000 DAVISON AVE	STLSMO02	WALBRIDGE ELEM. COMMUNITY ED.	St Louis	MO	STLUMOOSWCP		\$ 9,512
2127 N 11TH ST	STLSMO01	WEBSTER MIDDLE	St Louis	MO	STLVMOGSWCP	\$ 26,752	\$ 9,493
7212 ARESENAL ST	STLSMO06	WILKINSON EARLY CHILDHOOD CTR.	St Louis	MO	STLUMOQBWC1		\$ 36,858
6131 LEONA ST	STLSMO03	WOERNER ELEM.	St Louis	MO	STLUMOPZWCP	\$ 26,158	\$ 9,282
725 BELLERIVE BLVD	STLSMO03	WOODWARD ELEM.	St Louis	MO	STLUMOPUWCP	\$ 9,512	\$ 3,375
1547 THERESA AVE	STLSMO08	WYMAN ELEM.	St Louis	MO	STLUMOOXWCP	\$ 9,512	\$ 3,375
4265 ATHLONE AVE	STLSMO02	YEATMAN MIDDLE COMMUNITY ED.	St Louis	MO	STLVMOGYWCP		\$ 34,480
3416 COOK ST	STLSMO05	BLDG AND GROUNDS	St Louis	MO	STLUMORWWCP	\$ 9,512	\$ 3,375
1200 N JEFFERSON	STLSMO01	GATEWAY COMPLEX	St Louis	MO	STLUMOKIWCP	\$ 9,512	\$ 3,375
4300 MORGANFORD RD	STLSMO03	OAK HILL ELEM.	St Louis	MO	STLUMOPPWCP	\$ 9,512	\$ 3,375
5020 LEXINGTON AVE	STLSMO02	ARAMARK FOOD SERVICES	St Louis	MO	STLUMOWVWCP	-	-
1020 N UNION BLVD	STLSMO04	CLARK ELEMENTARY	St Louis	MO	STLUMOOAWCP	\$ 9,512	\$ 3,375
1616 S GRAND	STLSMO08	GALLAUDET HEARING IMPAIRED	St Louis	MO	STLUMOPAWCP		\$ 28,536
1530 S GRAND	STLSMO08	KOTTMAYER ELEMENTARY	St Louis	MO	STLUMONUWCP	\$ 9,512	\$ 3,375
815 ANN	STLSMO08	LAFAYETTE	St Louis	MO	STLUMOPMWCP	\$ 9,512	\$ 3,375
1130 N EUCLID AVE	STLSMO04	WASHINGTON MONTESSORI	St Louis	MO	STLUMOOUWCP	\$ 24,850	\$ 8,818
3955 ST FERDINAND	STLSMO05	WILLIAMS 9TH GRADE	St Louis	MO	STLVMOGUWCP	\$ 9,512	\$ 3,375
3921 N NEWSTEAD	STLSMO02	ASHLAND ELEMENTARY	St Louis	MO	STLUMOQMWCP	\$ 9,512	\$ 3,375
4908 COTE BRILLIANTE	STLSMO04	CUPPLES	St Louis	MO	STLUMOOHWCP	\$ 23,780	\$ 8,438
450 DES PERES AVE	STLSMO07	DES PERES	St Louis	MO	STLUMOQNWCP	\$ 9,512	\$ 3,375
1383 CLARA	STLSMO02	FORD CEC & BRANCH	St Louis	MO	STLUMOQEWCP	\$ 9,512	\$ 3,375
1615 HAMPTON	STLSMO06	ARCHIVES CENTER	St Louis	MO	STLUMOPRWCP	\$ 9,512	\$ 3,375
801 North 11th Street	STLSMO01	Central Admin Bldg	St Louis	MO	STLSMOEGWC3	-	-
						\$1,461,271.00	\$ 515,000.00

FROM

(WED) DEC 10 2008 18:03/ST. 18:00/No. 8860097797 P 11

**Pricing Schedule for AT&T ILEC Services
Within AT&T's Franchise Territory in the
State of Missouri Pursuant to Tariff,
Guidebook or Catalog**

Amended Agreement date last signed 

11. SERVICE LOCATIONS

Service Locations are the Sites listed on Section 10.3.

End of Document



**AMENDMENT TO ADDENDUM TO AMENDED AGREEMENT,
OPT-E-MAN PRICING SCHEDULE**

Name of Pricing Schedule that is being amended: Addendum to Amended Agreement, Opt-E-Man Pricing Schedule("Contract").

Customer Name: Special Administrative Board of the Transitional School District of the City of St. Louis (d/b/a St. Louis Public School System) ("Customer")

Applicable AT&T Affiliate and State: (hereinafter "AT&T")

☐ Southwestern Bell Telephone Company d/b/a AT&T Missouri

WHEREAS, AT&T and Customer entered Contract last signed by AT&T on December 11, 2008 for the provision of telecommunication services to Customer; and AT&T and Customer hereby agree to modify the Contract as follows:

1. Changing a Section:

"Section 3, titled "Term Start Date; Pricing Schedule Term; Provision of Services after Pricing Schedule Term" of Contract shall hereby be modified and shall now read as follows:"

Pricing Schedule Term and Term Start Date

For the Service(s) offered under this Pricing Schedule, the term of this Pricing Schedule ("Pricing Schedule Term") shall continue sixty (60) months after either (i) Services at the Central Administration Building and 75 of the school locations identified in Section 10.3 have been installed, or (ii) charges of the Monthly Recurring Rates listed in Section 10.2 equal or exceed 90% of the total of such charges for all listed quantities in Section 10.2; provided, however, if neither installation at such locations nor 90% of such charges is attained on or before June 30, 2010, the provisions of Section 10.1 shall apply, the rates shall be revised, and the Pricing Schedule Term shall continue sixty (60) months after September 1, 2010 at the revised rates. The Pricing Schedule Term will extend at the prices, terms and conditions set forth herein for up to five additional one year terms (each a "Renewal Term"), provided that the last Renewal Term expires no later than June 30, 2020, if Customer provides to AT&T a written notice of intent to renew this Pricing Schedule at least 30 days prior to the scheduled expiration.

Upon expiration of the Pricing Schedule Term, including all exercised Renewal Term(s), Services will continue on a month-to-month basis until the Service(s) is (are) terminated by either party on thirty days' notice. Unless otherwise agreed by the parties in writing, during the month-to-month extension period following the expiration of the Pricing Schedule Term, including all exercised Renewal Term(s), the prices for the Service(s) provided under this Pricing Schedule will automatically be the then-current month-to-month rates set forth in the applicable Tariff, Guidebook or Catalog. Upon the expiration of the Pricing Schedule Term, including all exercised Renewal Term(s), any rates, or discounts provided hereunder will no longer apply. After expiration of the Pricing Schedule Term, including all exercised Renewal Term(s), AT&T may modify rates, terms, and conditions applicable to the Service(s) on thirty days' notice.

2. Changing a Section:

"Section 6(b) under Section 6 titled "Termination Before Expiration of Pricing Schedule Term" of Contract shall hereby be modified and shall now read as follows:"

Notwithstanding the foregoing, as long as Service, as identified in Section 10.2, is maintained at a minimum of eighty-four (84) circuits, as identified in Section 10.3 (each a "School Site"), Customer may terminate Service at up to ten (10) School Sites without liability for the portion of the termination liability specified in Section 6(a)(i); provided, however, that a minimum of 84 circuits within Section 10.3 remain in place throughout the Term of this Pricing Schedule.



3. Replacing a Section/clause:

"Section 10.2, titled "Rates" under Section 10 titled "Customer Commitment and Rates" of Contract shall hereby be deleted and replaced in its entirety with the following:

Service	Description – Service Components / USOC	Quantity New	Monthly Recurring Rate, each	Non-recurring Charge / One-time charge, each
OPT-E-MAN®	Basic Connection 1G / P9FGX	94	\$ 300.05	\$ 0.00
OPT-E-MAN®	CIR - 1 Gbps (Silver) / R6EZC	33	\$ 621.78	\$ 0.00
OPT-E-MAN®	CIR - 100 Mbps (Silver) / R6ELC	61	\$ 292.60	\$ 0.00
OPT-E-MAN®	Basic Connection 10/100 Mbps / P9FEX	1	\$ 258.75	\$ 0.00
OPT-E-MAN®	CIR - 10 Mbps (Silver) / R6EBC	1	\$ 177.65	\$ 0.00
OPT-E-MAN®	CIR - 150 Mbps (Silver) / R6ENC	Growth	\$ 370.98	\$ 0.00
OPT-E-MAN®	CIR - 250 Mbps (Silver) / R6EQC	Growth	\$ 412.78	\$ 0.00
OPT-E-MAN®	CIR - 500 Mbps (Silver) / R6ETC	Growth	\$ 480.70	\$ 0.00
OPT-E-MAN®	CIR - 600 Mbps (Silver) / R6EUC	Growth	\$ 548.63	\$ 0.00
OPT-E-MAN®	Non-Recurring Installation Charge **	1	\$ 0.00	\$ 429,352.00

** THE NON-RECURRING CHARGES OF \$429,352.00 WILL BE SPREAD OUT INTO 3 EQUAL PAYMENTS OF \$143,117.00 OVER THE FIRST 3 YEARS OF THE CONTRACT TERM.

If an order for Service is cancelled prior to the start of Service, cancellation charges as per the applicable Tariff, Guidebook or Catalog will apply.

4. Replacing a Section/clause:

"Section 10.3, titled "Special Construction Charges by Service Location" under Section 10 titled "Customer Commitment and Rates" of Contract shall hereby be deleted and replaced in its entirety with the following:

Customer Site	SWC CLLI	Address Description	City	State	Customer CLLI
3836 Natural Bridge	STLSMO05	Beaumont HS	St Louis	MO	STLTMOLBWCP
3125 S Kingshighway	STLSMO08	Central VPA HS	St Louis	MO	STLTMO10WC1
5101 McRee	STLSMO08	Gateway HS	St Louis	MO	STLTMOKUWCP
4015 McPherson Ave	STLSMO05	Metro HS	St Louis	MO	STLVMOGRWCP
3230 Hartford Street	STLSMO08	Roosevelt HS	St Louis	MO	STLTMOVMWCP
918 N Union Blvd	STLSMO04	Soldan HS	St Louis	MO	STLTMOKAWCP
4248 Cottage Ave	STLSMO05	Sumner HS	St Louis	MO	STLTMOLCWCP
3035 Cass Ave	STLSMO05	Vashon HS	St Louis	MO	STLWMOYHW00
5140 Riverview Blvd	STLSMO02	Northwest High School	St Louis	MO	STLVMOHBWCP
4041 S. Broadway	STLSMO03	Carnahan Middle School	St Louis	MO	STLXMOGZW00
1000 N. Grand	STLSMO05	Clyde Miller Career Academy	St Louis	MO	STLXMOJZW00
1311 TOWER GROVE AVE	STLSMO05	ADAMS ELEM.	St Louis	MO	STLWMOLGWCP



2900 HADLEY AVE	STLSMO01	AMES VISUAL/PERF. ARTS	St Louis	MO	STLUMORFWC P
516 LOUGHBOROUGH AVE	STLSMO03	BLOW MIDDLE COMMUNITY ED. CTR.	St Louis	MO	STLVMOGPWC P
2128 GANO AVE	STLSMO05	BRYAN HILL ELEM.	St Louis	MO	STLUMORDWC P
5319 LANSDOWNE AVE	STLSMO03	BUDER ELEM.	St Louis	MO	STLUMOPWWC P
5910 CLIFTON AVE	STLSMO03	BUSCH/ACADEMI C-ATHLETIC ACAD.	St Louis	MO	STLVMOGXWC P
1004 N JEFFERSON AVE	STLSMO01	CARR LANE VPA MIDDLE	St Louis	MO	STLVMOGGWC P
3820 N 14TH ST	STLSMO01	CLAY ELEM.	St Louis	MO	STLUMOQOWC P
3935 ENRIGHT AVE	STLSMO05	COLE ELEM.	St Louis	MO	STLUMOQYWC P
3120 ST LOUIS AVE	STLSMO05	COLUMBIA ELEM. COMM. ED. CTR.	St Louis	MO	STLUMOMDWC P
5130 OAKLAND AVE	STLSMO05	COMPTON-DREW ILC MIDDLE	St Louis	MO	STLVMOJWWC P
2616 CORA AVE	STLSMO05	COTE BRILLIANTE ELEM.	St Louis	MO	STLUMOQIWCP
6746 CLAYTON AVE	STLSMO06	DEWEY SCH.-INTERNAT'L. STUDIES	St Louis	MO	STLUMOPYWC P
1415 N GARRISON AVE	STLSMO05	DUNBAR AND BR.	St Louis	MO	STLUMORGWC P
8959 RIVERVIEW BLVD	STLSMO04	EARL NANCE SR. ELEM.	St Louis	MO	STLWMO94W00
3417 GRACE AVE	STLSMO08	FANNING MIDDLE COMMUNITY ED.	St Louis	MO	STLVMOGEWC P
4025 SULLIVAN AVE	STLSMO05	FARRAGUT ELEM.	St Louis	MO	STLUMOMYWC P
3709 NEBRASKA AVE	STLSMO08	FROEBEL ELEM.	St Louis	MO	STLUMOPSWC P
5819 WESTMINSTER PL	STLSMO04	HAMILTON ELEM. COMMUNITY ED.	St Louis	MO	STLUMONWWC P
1220 N TENTH ST	STLSMO01	HENRY ELEM.	St Louis	MO	STLUMORKWC P
5831 PAMPLIN PL	STLSMO02	HERZOG ELEM.	St Louis	MO	STLUMORRWC P
3111 CORA AVE	STLSMO02	HICKEY ELEM.	St Louis	MO	STLUMOQTWCP
1616 CALIFORNIA	STLSMO08	HODGEN ELEM.	St Louis	MO	STLWMOEXWC P
1301 HOGAN ST	STLSMO01	JEFFERSON ELEM.	St Louis	MO	STLUMOMAWC P
5031 POTOMAC ST	STLSMO03	KENNARD/CLASSI CAL JR. ACAD.	St Louis	MO	STLUMOQCWC P
3021 HICKORY ST	STLSMO08	L'OUVERTURE MIDDLE	St Louis	MO	STLVMOGMWC P
5821 KENNERLY AVE	STLSMO02	LACLEDE ELEM.	St Louis	MO	STLUMOQFWC P
5511 WABADA AVE	STLSMO02	LANGSTON MIDDLE	St Louis	MO	STLVMOGTWC P
5030 LEXINGTON AVE			St Louis	MO	STLYMOWWW00



5028 MORGANFORD RD	STLSMO03	LONG MIDDLE COMMUNITY ED. CTR.	St Louis	MO	STLVMODIWCP
1921 Prather Ave.			St Louis	MO	STLVMO44WCP
1118 S 7TH ST	STLSMO01	MADISON I.G.E. ELEM.	St Louis	MO	STLVMOHIWC1
6020 PERNOD AVE	STLSMO03	MALLINCKRODT A.B.I. ELEM.	St Louis	MO	STLUMOPXWCP
4047 JUNIATA ST	STLSMO08	MANN ELEM.	St Louis	MO	STLUMOOZWCP
2615 BILLUPS AVE			St Louis	MO	STLVMOFQWCP
6031 SOUTHWEST AVE	STLSMO06	MASON ELEM.	St Louis	MO	STLUMOPGWCP
2156 RUSSELL	STLSMO08	MCKINLEY/CLASSICAL JR. ACAD.	St Louis	MO	STLVMOGJWC2
5078 Kensington Ave			St Louis	MO	STLUMOOZWCP
2745 MERAMEC ST	STLSMO03	MERAMEC ELEM.	St Louis	MO	STLUMOPRWC
3847 Enright Ave			St Louis	MO	STLUMORJ
3641 MISSOURI AVE	STLSMO08	MONROE ELEM.	St Louis	MO	STLWMOLPWC
4221 SHAW BLVD	STLSMO08	MULLANPHY BOTANICAL GARDENS	St Louis	MO	STLUMOPFWCP
4915 DONOVAN AVE	STLSMO03	NOTTINGHAM MIDDLE COMM. ED.	St Louis	MO	STLVMOGOWCP
1224 S 14TH ST	STLSMO01	PEABODY ELEM.	St Louis	MO	STLUMOQJWC
1212 N 22ND ST	STLSMO01	CLEVELAND (PRUITT) NJROTC ACADEMY	St Louis	MO	STLVMOGNWCP
5329 COLUMBIA AVE	STLSMO08	SHAW VISUAL/PERF. ARTS CTR.	St Louis	MO	STLUMOPBWC
3412 SHENANDOAH AVE	STLSMO08	SHENANDOAH ELEM.	St Louis	MO	STLUMOOWWCP
3942 FLAD AVE	STLSMO08	SHERMAN ELEM. COMM. ED. CTR.	St Louis	MO	STLUMOMBWC1
2050 ALLEN AVE	STLSMO08	SIGEL ELEM. COMM. ED. CTR.	St Louis	MO	STLUMOOYWC
1033 WHITTIER ST	STLSMO05	STEVENS MIDDLE COMMUNITY ED.	St Louis	MO	STLVMOGVWC
647 TOWER GROVE AVE	STLSMO05	STIX EARLY CHILDHOOD CTR.	St Louis	MO	STLTMOGDWC1
5000 DAVISON AVE	STLSMO02	WALBRIDGE ELEM. COMMUNITY ED.	St Louis	MO	STLUMOQSWCP
6131 LEONA ST	STLSMO03	WOERNER ELEM.	St Louis	MO	STLUMOPZWCP
725 BELLERIVE BLVD	STLSMO03	WOODWARD ELEM.	St Louis	MO	STLUMOPUWC
4265 ATHLONE AVE	STLSMO02	YEATMAN MIDDLE COMMUNITY ED.	St Louis	MO	STLVMOGYWC
3416 COOK ST	STLSMO05	BLDG AND GROUNDS	St Louis	MO	STLUMORWWCP



1200 N JEFFERSON	STLSMO0 1	GATEWAY COMPLEX	St Louis	MO	STLUMOKIWCP
4300 MORGANFORD RD	STLSMO0 3	OAK HILL ELEM.	St Louis	MO	STLUMOPPWC P
1616 S GRAND	STLSMO0 8	GALLAUDET HEARING IMPAIRED	St Louis	MO	STLUMOPAWC P
1130 N EUCLID AVE	STLSMO0 4	WASHINGTON MONTESSORI	St Louis	MO	STLUMOOUWC P
3921 N NEWSTEAD	STLSMO0 2	ASHLAND ELEMENTARY	St Louis	MO	STLUMOQMWCP
5599 Ridge Ave.			St Louis	MO	STLUMOPLWC P
1383 CLARA	STLSMO0 2	FORD CEC & BRANCH	St Louis	MO	STLUMOQEWCP
1615 HAMPTON	STLSMO0 6	ARCHIVES CENTER	St Louis	MO	STLUMORNWCP
801 North 11th Street	STLSMO0 1	Central Admin Bldg	St Louis	MO	STLSMOEGWCP 3

5.

Amendment shall become effective as of the date of the last signature hereto or on the date of last approval by a regulatory agency with jurisdiction over the Amendment that requires approval, whichever is later, and shall remain in full force and effect for the term of the Contract. Except as modified by this Amendment, all of the terms and conditions of the Contract shall remain in full force and effect.

This

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

End of Document

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 5, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Jesolyn Larry, Interim Info.Technology Officer**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #: 01-15-09-15

Agenda Item: 01-26-10-17
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To renew the contract with Charter Business Solutions to continue to provide High Speed Internet Access for the district from July 1, 2010 to June 30, 2011 at a cost not to exceed \$140,200.00 (pre-discount). Pending receipt of the 2010-2011 E-Rate Funding Commitment Decision Letter, the discounted cost to SLPS will be #23,834.

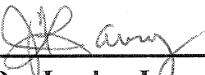
BACKGROUND:

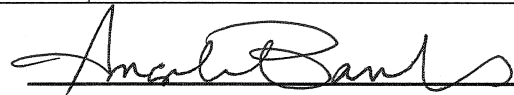
This service is needed to ensure internet access for all SLPS district locations. The data that is used for measurement is taken from SLPS' Magic Help Desk report of the amount of time the internet is accessible. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning.

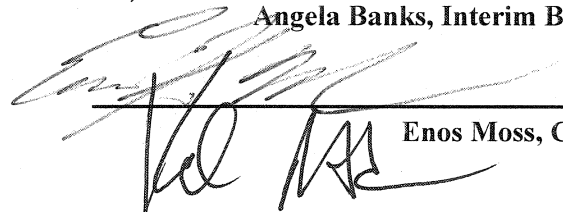
CSIP: Goal 3: Resource**Row:** 90**MSIP:** 6.4.3**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code – 111 Location Code – 00 Project Code)


Fund Source: 110-2828-6319-981-54	GOB	Requisition #:
Amount: \$140,200.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$140,200.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Technology Services**Requestor:** J. F. Larry


 Dr. Jesolyn Larry, Interim Info.Technology Officer


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final X Quarterly <input type="checkbox"/>		Report Date: December 9, 2009
Dept / School: Technology Services		Reported By: J. F. Larry
Vendor: Charter Communications, LLC		Vendor #: 600009971
Contract # / P.O. #:		Contract Name: Internet Services
Contract Amount: \$ 140,000.00		Award Date: January 29, 2009
Purpose of Contract (Brief Description): To provide high speed Internet access.		
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 4X 3 2 1	
Cost Control	5 4 X 3 2 1	
Average Score	4.6	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 X No <input type="checkbox"/>		



200912031165631

SERVICE ORDER

Under the Business Internet Service Agreement

This Service Order is executed on January 7, 2010 and modifies the Service Agreement dated Feb 07, 2008 by and between Charter Communications Entertainment I, LLC, ("Charter Business" or "Charter"; debtor in possession) with local offices at 12405 Powerscourt Drive, St. Louis MO 63131 and St Louis Public Schools, ("Customer") with offices located at 801 N 11TH ST, SAINT LOUIS, MO 63101-1015. Except as specifically modified herein, all other terms and conditions of the Agreement and Standard Terms of Service shall remain unamended and in full force and effect.

CUSTOMER INFORMATION:

Account Name: St Louis Public Schools

Invoicing Address: _____, _____, _____

Invoicing Special Instructions: _____

1. SITE-SPECIFIC INFORMATION:

☐ New ☒ Renew ☐ Change: Order Type: Renewal: No change

Proposed Installation Date: 7/1/2010

Service Location (Address): 801 N 11TH ST, SAINT LOUIS, MO 63101-1015

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

☒ Non-Hospitality or Non-Video

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name		Dr. Jesolyn Larry	_____
Phone		(314) 345-2383	_____
Fax		_____	
Cell			
Pager			
Email Address		jlarry@slps.org	_____

January 7, 2010

MONTHLY SERVICE FEES:	
Data Services:	
Charter Business Bundle: No Bundle *	
<u>Base Service</u>	
MEF Service Types (if applicable): _____	\$4,600.00
Speed: _____ Fiber 100 Mbps (Down/Up)	
CPE: _____	
<u>IP Options</u>	
Static IP Package: _____	\$0.00
Static IP Addresses: _____	

ONE - TIME CHARGES :
ONE - TIME CHARGES \$0.00

2. TOTAL FEES.

Total Monthly Service Fees of \$4,600.00 are due upon receipt of the monthly invoice.

3. **SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 12 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-month terms at Charter's then current Monthly Service Fees unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
4. **INTERFERENCE.** In the event during the initial or any renewal Service Period, (i) proper operation of Charter's Equipment and/or unhindered provision of the Services is no longer possible as a result of interference or obstruction caused by the acts or omissions of Customer, a third party or any Force Majeure Event, or (ii) such interference/obstruction or the cause thereof will have negative consequences to Charter's personnel or Network and/or cause technical difficulties to Charter or its customers, as Charter may determine in its sole discretion, Charter may terminate the affected Service Order(s) without liability upon written notice to Customer.
5. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
6. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
7. **E-RATE CONTINGENCY.** This Service Order under the Agreement will, collectively, serve as a binding contract between Charter and Customer and, in the event Customer seeks federal E-rate subsidy for Services, Customer may submit this Service Order and the Agreement for submission to either (a) the Schools and Libraries Division of the Universal Service Administration Company, the entity appointed by the Federal Communications Commission ("FCC") to administer the Universal Service Program with respect to E-Rate funding under 47 C.F.R. § 54.504 or (b) some other entity appointed in the future by the FCC or otherwise designated under applicable law to perform such function. The requirement of performance of respective obligations hereunder by the parties, however, shall be contingent upon notification of (i) acceptance/approval of this Service Order and Agreement by the Schools and Libraries Division and (ii) an award of E-rate funding therefore by the Schools and Libraries Division as specifically provided below.

In the event of rejection of an application for award or an award which is less than the Customer requested E-rate funding, the Customer shall have the option of either (A) terminating this Service Order, in which case the Customer must negotiate in good faith with Charter the terms of a new Service Order under which services might be procured/provided or (B) paying Charter directly for any shortfall in amounts necessary to pay for any services already rendered and all Services going forward including the Installation Fee, Monthly Service Fees, any other amounts required hereunder. Customer must provide Charter with written notice

of its election ((A) or (B)) hereunder within twenty (20) days of receiving notification from the Schools and Libraries Division regarding the award or rejection of an application for award of E-rate funding. In the event Customer's election notice is not received by Charter within twenty (20) days of the date of the award or rejection notification by the Schools and Libraries Division, option (B) above shall be deemed to have been chosen by the Customer and the Customer shall remain responsible for fulfillment of the obligations set forth in this Service Order under the Agreement thereafter. If Customer voluntarily withdraws or is involuntarily removed from the E-rate program regarding Services under this Service Order, Customer's obligations under this Service Order and the Agreement shall remain in full force and effect and the options related to E-rate above become null and void.

8. **ENTIRE AGREEMENT.** The terms and conditions of the Service Agreement will remain in full force and effect, except as modified by this Service Order. This Service Order will serve to supplement the Service Agreement. In the event of any conflict between the provisions of this Service Order and the provisions of the Service Agreement excluding those set forth in Indemnification of the Standard Terms of Service, the provisions of this Service Order shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the Service Agreement. This Service Order supersedes and replaces any and all other Service Orders, either oral or written, regarding the specific Service Locations. This Service Order may not be amended except by a written agreement signed by both parties. The person signing on behalf of the Customer represents that he/she has full authority to bind Customer to the terms and conditions of this Service Order. This Service Order will not be binding upon Charter until signed by an authorized representative of Charter. This Service Order shall become null and void in the event the parties fail to execute the Service Agreement.
9. **FACSIMILE.** A facsimile of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order and Charter may rely on such facsimile copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Order and hereby execute this Service Order by their duly authorized representatives.

Charter Communications Entertainment I, LLC

St Louis Public Schools

By:

Charter Communications, Inc., Its Manager

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Charter Business Account Executive:

Name: Linda Moreland

Telephone: (636) 387-6607

Fax: 866.915.5219 or 866.915.5220

January 7, 2010



200907131047439

200907131047439

SERVICE ORDER

Under the Business Internet Service Agreement

This Service Order is executed on Oct 16, 2009 and modifies the Service Agreement dated February 07, 2008 by and between Charter Communications Entertainment I, LLC, ("Charter Business" or "Charter"; debtor in possession) with local offices at 12405 Powerscourt Drive, St. Louis MO 63131 and St Louis Public Schools, ("Customer") with offices located at 801 N 11TH ST, SAINT LOUIS, MO 63101-1015. Except as specifically modified herein, all other terms and conditions of the Agreement and Standard Terms of Service shall remain unamended and in full force and effect.

CUSTOMER INFORMATION:

Account Name: St Louis Public Schools

Invoicing Address: 801 N 11TH ST, SAINT LOUIS, MO 63101-1015

Invoicing Special Instructions: _____

Customer Federal Tax ID#: _____

1. SITE-SPECIFIC INFORMATION:

☐ New ☒ Renew ☐ Change: Order Type: Renewal: No change

Proposed Installation Date: 11/1/2009

Service Location (Address): 801 N 11TH ST, SAINT LOUIS, MO 63101-1015

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

☒ Non-Hospitality or Non-Video

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name		Dr. Jesolyn Larry	_____
Phone		(314) 345-2383	_____
Fax		_____	
Cell			
Pager			
Email Address		jlarry@slps.org	_____

MONTHLY SERVICE FEES:	
Data Services:	
<i>Charter Business Bundle: No Bundle *</i>	
<u>Base Service</u>	
MEF Service Types (if applicable): _____	\$4,600.00
Speed: _____ Fiber 100 Mbps (Down/Up)	
CPE: _____	
<u>IP Options</u>	
Static IP Package: _____	\$0.00
Static IP Addresses: _____	

ONE-TIME CHARGES:
ONE-TIME CHARGES \$0.00

2. TOTAL FEES.

Total Monthly Service Fees of \$4,600.00 are due upon receipt of the monthly invoice.

- SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 8 months. Upon expiration of the initial Service Period, this Service Order shall automatically renew for successive one-year terms unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
- NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
- CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
- ENTIRE AGREEMENT.** The terms and conditions of the Service Agreement will remain in full force and effect, except as modified by this Service Order. This Service Order will serve to supplement the Service Agreement. In the event of any conflict between the provisions of this Service Order and the provisions of the Service Agreement excluding those set forth in Indemnification of the Standard Terms of Service, the provisions of this Service Order shall prevail. All terms not otherwise defined herein will have the same meaning ascribed to them in the Service Agreement. This Service Order supersedes and replaces any and all other Service Orders, either oral or written, regarding the specific Service Locations. This Service Order may not be amended except by a written agreement signed by both parties. The person signing on behalf of the Customer represents that he/she has full authority to bind Customer to the terms and conditions of this Service Order. This Service Order will not be binding upon Charter until

signed by an authorized representative of Charter. This Service Order shall become null and void in the event the parties fail to execute the Service Agreement.

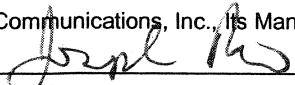
7. **FACSIMILE.** A facsimile of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order and Charter may rely on such facsimile copy of the Agreement and Service Order as if it were the original.
8. **E-RATE CONTINGENCY.** This Service Order under the Agreement will, collectively, serve as a binding contract between Charter and Customer and, in the event Customer seeks federal E-rate subsidy for Services, Customer may submit this Service Order and the Agreement for submission to either (a) the Schools and Libraries Division of the Universal Service Administration Company, the entity appointed by the Federal Communications Commission ("FCC") to administer the Universal Service Program with respect to E-Rate funding under 47 C.F.R. § 54.504 or (b) some other entity appointed in the future by the FCC or otherwise designated under applicable law to perform such function. The requirement of performance of respective obligations hereunder by the parties, however, shall be contingent upon notification of (i) acceptance/approval of this Service Order and Agreement by the Schools and Libraries Division and (ii) an award of E-rate funding therefore by the Schools and Libraries Division as specifically provided below.

In the event of rejection of an application for award or an award which is less than the Customer requested E-rate funding, the Customer shall have the option of either (A) terminating this Service Order, in which case the Customer must negotiate in good faith with Charter the terms of a new Service Order under which services might be procured/provided or (B) paying Charter directly for any shortfall in amounts necessary to pay for any services already rendered and all Services going forward including the Installation Fee, Monthly Service Fees, any other amounts required hereunder. Customer must provide Charter with written notice of its election ((A) or (B)) hereunder within twenty (20) days of receiving notification from the Schools and Libraries Division regarding the award or rejection of an application for award of E-rate funding. In the event Customer's election notice is not received by Charter within twenty (20) days of the date of the award or rejection notification by the Schools and Libraries Division, option (B) above shall be deemed to have been chosen by the Customer and the Customer shall remain responsible for fulfillment of the obligations set forth in this Service Order under the Agreement thereafter. If Customer voluntarily withdraws or is involuntarily removed from the E-rate program regarding Services under this Service Order, Customer's obligations under this Service Order and the Agreement shall remain in full force and effect and the options related to E-rate above become null and void.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Order and hereby execute this Service Order by their duly authorized representatives.

Charter Communications Entertainment I, LLC

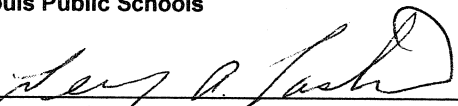
By: Charter Communications, Inc., Its Manager

By: 
Name: Joseph Romano
Title: V.P. Charter Business
Date: East Operating Group 11/16/09

Charter Business Account Executive:

Name: Linda Moreland

St Louis Public Schools

By: 
Name: TERRY A. KASTEN
Title: CIO
Date: 10-19-09

Telephone: (636) 387-6607

Fax: 866.915.5219 or 866.915.5220

- 01-15-09-14** To approve a contract with Microsoft Corporation through its Microsoft Enterprise Services Division to develop Data Management Technology Environment for the period February 1, 2009 through June 30, 2009; in an amount not to exceed \$313,000.00. (Funding source: 981-6441-2223-110-L3) [GOB]
- 01-15-09-15** To approval renewal of a contract (2nd year) with Charter Business Solutions to provide high speed Internet access for the district for the period July 1, 2009 through June 30, 2010, in an amount not to exceed \$140,200.00 (pre-discount); \$23,834.00 (SLPs match, based on free and reduced rate), pending receipt of the 2009-2010 E-Rate Funding Commitment Decision Letter. (Funding source: 981-2828-6319-110-54) [GOB E-Rate]
- 01-15-09-16** To approve administration of the Missouri Assessment Program (MAP) test as scheduled on the district's test calendar and also to ratify the purchase of test booklets/scoring reporting services from CTB McGraw-Hill in an amount not to exceed \$19,944.00. (Funding source: 110-2822-6412-984-00) [GOB]
- 01-15-09-17** To approve a contract with Giant Steps of St. Louis, Inc. to provide private placement services for the time period 2008-2009 school year, in an amount not to exceed \$28,095.00. (Funding source: 279-1232-828-00-279-6311) [SPED Funds]
- 01-15-09-18** To approve acceptance of a grant from the Sprint Ahead of Education to fund the "America SCORES St. Louis – Writing for the Community" Program at Sherman School, in an amount not to exceed \$5,000.00. (Funding source: 739-RK-5193) (No SLPS funds required)
- 01-15-09-19** To approve a contract with Odessa Clark Owens to assist the Division of Career & Technical Education with preparing for the upcoming MSIP Review and DESE Technical Assistance Audit for the period January 16, 2009 through June 30, 2009, in an amount not to exceed \$26,400.00. (Funding source: 826-299-1394-6319 Proj. KZ Perkins Grant Funds)
- 01-15-09-20** To approve renewal of a contract with SAS Software with SAS Institute, Inc. for statistical software for the period July 15, 2009 through June 16, 2010, in an amount not to exceed \$11,000.00. (Funding source: 110-2822-6412-984-00 – pending budget availability) [GOB]
- 01-15-09-21** To approve renewal of Maintenance Agreement with ScanTron/NCS Pearson, Inc. for a 5000i Scanner for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$17,000.00. (Funding source: 110-2822-6412-984-00 – pending budget availability) [GOB]
- 01-15-09-22** To approve amendment to contract with International Institute of Metro St. Louis for foreign language interpreting services for the time period, in

SAINT LOUIS PUBLIC SCHOOLS

Date: January 5, 2009

To: Kelvin R. Adams, Ph.D.

From: Terry Laster, Chief Information Officer

Agenda Item: 01-15-09-15
Information: ☐
Conference: ☐
Action: ☒

Subject:

To renew a contract (2nd year) with Charter Business Solutions to continue to provide High Speed Internet Access for the district from July 1, 2009 through June 30, 2010 at a cost not to exceed \$140,200.00 (pre-discount), \$23,834.00 (SLPS match-based on Free and reduced numbers) pending receipt of the 2009 -2010 E-Rate Funding Commitment Decision Letter for the period beginning July 1, 2009 - June 30, 2010.

This service is needed to ensure internet access for all SLPS district locations. This is in keeping with the CSIP goals of providing all students, teachers, administrators and parents concurrent access to information and academic tools for teaching and learning. (CSIP - 2; MSIP - 6.4).

-Pending availability of funding for fiscal year 2009/2010-

Background:

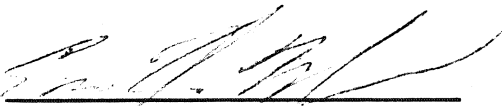
Funding Source :981-2828-6319-110-54

Requisition No.

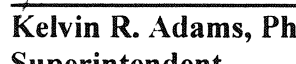
Cost not to exceed: \$23,834.00

Recommendation: Approval


Terry Laster, Chief Information Officer


Enos Moss
CFO / Treasurer


Sam Aihie
Executive Director of Budgets


Kelvin R. Adams, Ph.D.
Superintendent

AB 01-15-09-15

Amendment 1 to Business Internet Service Agreement

THIS AMENDMENT 1 TO BUSINESS INTERNET SERVICE AGREEMENT ("Amendment") is dated as of July, 10 2008 and is made and entered into by and between Charter Communications Entertainment 1, LLC, a Missouri limited liability company ("Company") and St. Louis Public Schools ("Customer").

WHEREAS, Company and Customer have entered into that certain Business Internet Service Agreement dated as of February 7, 2008, which agreement includes, incorporates, and is subject to all of the terms and conditions set forth in that certain High Speed Internet Access RFP #014-0708 dated October 29, 2007 (collectively, the "Agreement"); and

WHEREAS, Company and Customer desire to amend the Agreement as set forth herein.

NOW, THEREFORE, Company and Customer agree as follows:

1. The following paragraph, which is set forth on page 3 of the Business Internet Service Agreement (the "Deleted Paragraph"), is hereby deleted in its entirety:

"Obligations Contingent – The District's obligations under this RFP/contract are contingent upon approval by the Schools and Libraries Division ("SLD") of District's current and future Year Eleven (11) E-Rate applications. In the event this contingency is not satisfied by April 30, 2009, District nor supplier will have any obligation under this RFP/contract. Supplier will not commence performance of its obligations under this contract until supplier receives confirmation that the above contingency has been satisfied. All amounts received by supplier from SLD will be deemed to be payments by District to supplier, to be applied on the contract."

2. The following paragraph is hereby inserted in lieu of the Deleted Paragraph:

"E-rate Contingency. Customer has determined that some or all of the Services described herein may be eligible for universal service discounts pursuant to Section 254 of the Telecommunications Act of 1996. Customer has submitted a Year 11 E-Rate application for the current 2008 funding year and may also choose to submit future E-Rate applications for future funding years (each, an "E-Rate Application"). If an E-Rate Application is approved, Customer will receive a Funding Commitment Decision Letter from the Schools and Libraries Division (the "SLD") of the Universal Service Administrative Company approving funding for the applicable funding year (each, a "FCDL"). Pursuant to applicable E-Rate regulations, eligible services may be funded using one of the following two methods: (i) Billed Entity Application Reimbursement ("BEAR") Form 472, or (ii) Service Provider Invoice ("SPI") Form 474. Customer may use either method of funding for any applicable funding year, in Customer's sole discretion. Notwithstanding anything else contained in the Agreement, in the event Customer does not receive a FCDL for any funding year on or before April 30 of the calendar year which



200710040601458

BUSINESS INTERNET SERVICE AGREEMENT

This Service Agreement ("Agreement") is executed and effective upon the latest date of the signatures set forth in the signature block below ("Effective Date") by and between Charter Communications Entertainment I, LLC, ("Charter Business" or "Charter") with local offices at 12405 Powerscourt Drive, St. Louis MO 63131 and St Louis Public Schools, ("Customer") with offices located at 801 N. 11th St., St Louis, MO 63101.

Both parties desire to enter into this Agreement in order to set forth the general terms under which Charter is to provide Customer with Charter's services ("Service" or "Services") to Customer site(s), the scope and description to be specified per site below and/or in a Service order(s) executed by both parties (each instance of site identification and order a "Service Order" or collectively the "Service Orders"), which shall be incorporated in this Agreement upon execution. This Agreement and each Service Order will be effective only after both parties have signed each document.

SERVICE ORDER

Under the Business Internet Service Agreement

CUSTOMER INFORMATION:

Account Name: St Louis Public Schools

Invoicing Address: 801 N. 11th St., St Louis, MO 63101.

Invoicing Special Instructions: _____

Customer Federal Tax ID#: _____

1. SITE-SPECIFIC INFORMATION:

☒ New ☐ Renew ☐ Change: Order Type: New Customer

Proposed Installation Date: _____

Service Location (Address): 801 N. 11th St., St Louis, MO 63101

Service Location Name (for purposes of identification): _____

Service Location Special Instructions: _____

☒ Non-Hospitality or Non-Video

* Per Day Rate = Monthly Service Charge/thirty (30) days

(30 = average days in one [1] month)

Any Service interruption that exceeds a consecutive period of twelve (12) hours shall be considered an outage for one (1) day.

Example:

If Customer is paying a \$10,000 Monthly Service Fee and a Service interruption of one (1) day (or 24 hours) occurs, the Service Credit shall be equal to \$333.33 and shall be applied on the billing cycle following the date Charter makes its credit determination:

Per Day Rate = \$10,000/30 days = \$333.33

Per Hour Rate = \$333.33/24 hours = \$13.89

Service Credit = 1 day X \$333.33 = \$333.33

OR

24 hours X \$13.89 = \$333.33

Service credits will be based on the Customer's Monthly Service Fee for those Sites and specific Services affected by the Service interruption. Non-recurring, equipment and usage-based charges are excluded. The sum of all Service Credits shall not exceed the Customer's total Monthly Service Fees for the month in which the Service interruption occurred. The Customer must contact Charter Business to request a Service Credit for a specific Service interruption. Charter Business will exercise commercially reasonable efforts to respond to such Service Credit requests within 15 business days of receipt thereof. The approved Service Credit will be applied on the billing cycle following the date Charter makes its credit determination. Service Credits shall be Customer's sole and exclusive remedy for Charter's failure to provide Services as warranted

6. **NO UNTRUE STATEMENTS.** Customer further represents and warrants to Charter that neither this Service Order, nor any other information, including without limitation, any schedules or drawings furnished to Charter contains any untrue or incorrect statement of material fact or omits or fails to state a material fact.
7. **CONFIDENTIALITY.** Customer hereby agrees to keep confidential and not to disclose directly or indirectly to any third party, the terms of this Service Order or any other related Service Orders, except as may be required by law. If any unauthorized disclosure is made by Customer and/or its agent or representative, Charter shall be entitled to, among other damages arising from such unauthorized disclosure, injunctive relief and a penalty payment in the amount of the total One-Time Charges associated with this Service Order, and Charter shall have the option of terminating this Service Order, other related Service Orders and/or the Service Agreement.
8. **FACSIMILE.** A facsimile of a duly executed Agreement and Service Order signed by both authorized parties shall be considered evidence of a valid order and Charter may rely on such facsimile copy of the Agreement and Service Order as if it were the original.

NOW THEREFORE, Charter and Customer agree to the terms and conditions included within this Service Agreement, including the Standard Terms of Service which follow, and hereby execute this Service Agreement by their duly authorized representatives.

Charter Communications Entertainment I, LLC

St Louis Public Schools

By:

By: Charter Communications, Inc., Its Manager

By:

Name:

Title:

Date:

By:

Name:

Title:

Date:

Charter Business Account Executive:

Name: Tom Buechel

Sales Code: _____

Telephone: (636) 220-4873

Fax: 866.915.5219 or 866.915.5220

Obligations Contingent – The District's obligations under this RFP/contract are contingent upon approval by the Schools and Libraries Division ("SLD") of District's current and future Year Eleven (11) E-Rate applications. In the event this contingency is not satisfied by April 30, 2009, District may at its option, cancel and terminate this RFP/contract without penalty by written notice to supplier; in which event, neither District nor supplier will have any obligation under this RFP/contract. Supplier will not commence performance of its obligations under this contract until supplier receives confirmation that the above contingency has been satisfied. All amounts received by supplier from SLD will be deemed to be payments by District to supplier, to be applied on the contract.

Customer Contact Information. To facilitate communication the following information is provided as a convenience and may be updated at any time without affecting the enforceability of the terms and conditions herein:

	Billing Contact	Site Contact	Technical Contact
Name		Charles Burton	
Phone			
Fax			
Cell			
Pager			
Email Address			

MONTHLY SERVICE FEES:			
Data Services:			
<i>Charter Business Bundle: No Bundle *</i>			
<u>Base Service</u>			
Speed:	Fiber 100 Mbps (Down/Up)		\$4,600.00
CPE:	Cisco ME 3400		

(For Charter internal purposes only - Campaign Source (if applicable): _____)

* If Customer has selected the Charter Business Special Offers, the Section 2(k) of the Standard Terms of Service (for Charter Business Bundle) shall apply.

ONE-TIME CHARGES:	
One-Time Standard Installation Fee:	\$85,000.00
ONE-TIME CHARGES \$85,000.00	

2. TOTAL FEES.

Total Monthly Service Fees of \$4,600.00 are due upon receipt of the monthly invoice.

Total One-Time Charges of \$85,000.00 are due included in the first monthly invoice.

- SERVICE PERIOD.** The initial Service Period of this Service Order shall begin on the date installation is completed and shall continue for a period of 12 months. Upon expiration of the initial term, this Service Order shall automatically renew for successive one-year terms unless either party terminates this Service Order by giving thirty (30) days prior written notice to the other party before the expiration of the current term.
- TROUBLE REPORTS.** Charter shall monitor its fiber optic-based Internet Services twenty-four (24) hours a day, seven (7) days a week. Charter shall provide Customer with a toll free telephone number the Customer may call to report service problems. Charter shall provide a telephone response to such calls within one (1) hour, and, if necessary, initiate a physical response within four (4) hours of receiving Customer's call reporting the problem.
- SERVICE CREDITS.** Customer shall be entitled to one (1) hour of Service credit per Site per affected fiber optic-based Service for each hour of Service interruption if the interruption (a) exceeds four (4) consecutive hours, (b) is not caused by Customer, or its agents, employees, licensees, or contractors, or a Force Majeure Event, (c) is not caused by Customer-provided equipment or facilities beyond the demarcation point, and (d) is reported to Charter within twenty-four (24) hours of the commencement of the interruption. Service Credits shall not apply to any period of time for which Charter is not granted access, if necessary, to the applicable Customer Site. A "Service interruption" is the continuous period of time during which a respective Service is not provided substantially as warranted to one or more Customer Sites.

A Service Credit is calculated as follows:

- * Service Credit = Per Hour Rate X (# of consecutive hours during Service interruption)
- * Per Hour Rate = Per Day Rate/twenty-four (24)

STANDARD TERMS OF SERVICE

1. **SERVICE.** Charter agrees to provide the Services during the Service period to the Customer at the site(s) identified in the Service Order(s). "Service Period," is the time period starting on the date the Services are fully functional in all material respects and available for use as described in a Service Order or as reflected in the first invoice (the "Turn-up Date"), and continuing for the number of months specified in the Service Order(s).
2. **STANDARD PAYMENT TERMS.** Customer agrees to pay the monthly Service fees and one-time charges as set forth in the Service Order(s) incorporated under this Service Agreement by execution thereof by the parties. "Monthly Service Fees" is the amount specified as the monthly fee to be paid by the Customer for the Services. "One-Time Charges" include, but are not limited to, construction, Service installation charge(s), repair, replacement, or any non-recurring charges. "Service Installation Charge" is the amount specified as the fee for installation of equipment and network facilities. "Equipment" means components including, but not limited to, any gateway or edge electronic device, antenna, node, concentrator, bridge, receiver, transmitter, transceiver, router, switch, hub or communications lines/cables that makes up the network of Charter-provided Equipment, facilities and materials (the "Network") necessary to provide the Services.
 - (a) **Monthly Service Fees.** Customer agrees to pay Monthly Service Fees in advance of the provision of the Services. Monthly Service Fees are due upon receipt of the invoice.
 - (b) **One-Time Charges.** Customer agrees to pay the One-Time Charges as described on the applicable Service Order(s).
 - (c) **Taxes, Fees, and Government Charges.** Customer agrees to pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes), arising under this Agreement, including, without limitation, applicable state property taxes. A copy of the Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees.
 - (d) **Charges for Change Requests.** Any charges associated with Service and Equipment installations, additions, modifications, substitutions, upgrades, reconfigurations, rebuilds or relocations at a site and requested by Customer subsequent to executing a Service Order for that site, are the sole financial responsibility of Customer. Charter shall notify Customer, orally or in writing, of any additional One-Time Charges and/or adjustments to Monthly Service Fees associated with or applicable to such Customer change requests prior to making any such additions or modifications. Customer's failure to object to such additional charges within three (3) days of receiving such notice shall be deemed an acceptance by Customer of such charges. Customer shall be assessed such additional One-Time Charges and/or adjusted Monthly Service Fees, either (i) in advance of implementation of the change request or (ii) beginning on the Customer's next and/or subsequent invoice(s).
 - (e) **Site Visits and Repairs.** If Customer's misuse, abuse or modification of the Services, Equipment or Network facilities supplied by Charter necessitates a visit to the Customer site for inspection, correction or repair, Charter shall charge Customer a site visit fee as well as charges for any Equipment or Network repair or replacement necessary to restore Service.
 - (f) **Invoicing Errors.** Customer must provide notice to Charter of any invoice errors or disputed charges within thirty (30) days of the invoice date on which the errors and/or disputed charges appear in order for Customer to receive any credit that may be due.
 - (g) **Late Fees.** If Customer fails to pay an invoice within thirty (30) days of issuance, Charter will issue a notice of late payment. Customer will be charged a late fee of not more than five percent (5%) per month on any outstanding past-due balance.
 - (h) **Non-Payment.** If Services are disconnected because Customer does not pay the invoice, Charter may, in its sole discretion, require that Customer pay all past due charges, a reconnect fee, and a minimum of one month's Monthly Service Fees in advance before Charter will reconnect Services.
 - (i) **Returned Checks, Bankcard or Credit Card Charge-Backs and Collection Fees.** Charter may charge a reasonable service fee for all returned checks and bankcard, credit card or other charge card charge-backs.
 - (j) **Collection Fees.** Customer shall be responsible for all expenses, including reasonable attorney's fees and collection costs, incurred by Charter in collecting any unpaid amounts due under this Agreement.
 - (k) **Bundled Pricing.** In the event Customer has selected a Charter Business Bundle (as must be specifically indicated by component Service in this Service Order), the following conditions shall apply:

In consideration for Customer's purchase of the Charter Business Bundle and only with respect to that period time during which Customer continues to purchase such Charter Business Bundle (for purposes of clarification, continues purchase of each bundled Service component of such Charter Business Bundle), Charter agrees to apply a discount to the Services ordered under this Service Order. Such discount has been applied to the Services included in Charter's bundled pricing offer and is reflected in the Monthly

Services Fees for such Services contained in this Service Order.

For purposes of clarification, in the event Charter's provision to Customer of one or more of the bundled Service components of the Charter Business Bundle, is discontinued or otherwise terminated for any reason, the pricing for the remaining Service components listed above shall revert to Charter's a la carte pricing for such Services in effect at the time of the discontinuation or termination. Termination liabilities applicable to the Services under the Service Agreement shall otherwise remain unchanged.

3. SERVICE LOCATION ACCESS and INSTALLATION.

- (a) Access. Customer shall provide Charter with reasonable access to each Service Location listed on a Service Order as necessary for Charter to review, install, inspect, maintain or repair any Equipment or Materials necessary to provide the Services. If Customer owns and/or controls the Service Location(s), Customer grants to Charter permission to enter the site(s) for the exercise of such right. If a site is not owned and/or controlled by Customer then Customer will obtain, with Charter's assistance, appropriate right of access. If Customer is not able to gain right of access for a site from owner and/or controlling party, Charter's obligations under this Agreement and the appropriate Service Order for such site are terminated, null and void.
- (b) Installation Review; Subsequent Interference. Charter may perform an installation review of each Service Location prior to installation of the Services at that Service Location. Customer may be required to provide Charter with accurate site and/or physical network diagrams or maps of a Service Location prior to the installation review. Charter may directly or through its agents inspect the Customer Premises before beginning installation, and shall satisfy itself that safe installation and proper operation of its Equipment and the Services are possible in the location(s) provided by Customer. If Charter, in its sole discretion, determines that safe installation and/or activation of one or more of the Services will have negative consequences to Charter's personnel or Network and/or cause technical difficulties to Charter or its customers, Charter may terminate the Service Order effective upon prior written notice to Customer or may require the Customer to correct the situation before proceeding with installation or activation of the Services.

In the event during the initial or any renewal Service Period, (i) proper operation of Charter's Equipment and/or unhindered provision of the Services is no longer possible as a result of interference or obstruction caused by the acts or omissions of Customer, a third party or any Force Majeure Event, or (ii) such interference/obstruction or the cause thereof will have negative consequences to Charter's personnel or Network and/or cause technical difficulties to Charter or its customers, as Charter may

determine in its sole discretion, Charter may terminate the affected Service Order(s) without liability upon written notice to Customer.

- (c) Site Preparation. Customer shall be responsible, at its own expense, for all site preparation activities necessary for delivery and installation of the Equipment and the installation and ongoing provision of Services, including, but not limited to, the relocation of Customer's equipment, furniture and furnishings as necessary to access the Equipment and/or Services. To ensure proper installation of the Equipment and the Services, Customer may be required to provide electrical or other utility service, and/or accurate physical network diagrams and/or maps prior to installation.
 - (d) Installation. Charter will schedule one or more installation visits with Customer. Customer's authorized representative must be present during installation. During installation, Charter shall test to confirm that the Services can be accessed from the Service Location. In the event that during the course of installation Charter determines additional work is necessary to enable Charter to deliver the Services to the Service Location, Charter will notify Customer of any new or additional One-Time Charges that may be necessary. In the event the Customer does not agree to pay such One-Time Charges by executing a revised Service Order reflecting such new charges (and superseding the underlying applicable Service Order) within five (5) business days of receiving the revised Service Order, Customer and/or Charter shall have the right to terminate the applicable Service Order. Customer shall be responsible for access paths, moving or relocating furniture, furnishings, or equipment, or other preparation activities necessary for Charter to install the Services. Customer shall connect any Equipment provided by Charter to Customer's computer or network to enable access to the Services. With respect to any excavation, Charter shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from such excavation.
 - (e) Ongoing Visits. Charter will need access to the Customer Premises from time to time for inspecting, constructing, installing, operating and maintaining Charter's Network facilities, Equipment or materials and/or any related facilities. Except in emergency situations, Charter will obtain approval from the Customer (not to be unreasonably withheld or delayed) before entering the Customer Premises. At Charter's request, Customer, or a representative designated by Customer, will accompany Charter's employees or agents into any unoccupied unit for the purpose of installing, repairing, maintaining, upgrading, and/or removing the Equipment.
- ### 4. EQUIPMENT AND MATERIALS.
- (a) Responsibilities and Safeguards. Except as otherwise provided in this Service Agreement or any Service Order(s), neither party shall be responsible

for the maintenance or repair of cable, electronics, structures, Equipment or materials owned by the other party, provided, however, that subject to the Indemnification limitations set forth in section 11 hereunder, each party shall be responsible to the other for any physical damage or harm such party causes to the other party's personal or real property through the damage-causing party's negligence or willful misconduct.

Without limiting the foregoing, Customer will not be liable for loss of or damage to cable, electronics, structures or Equipment owned by Charter and located on Customer Premises which occurred as a result of the occurrence of any Force Majeure Event, natural disaster or other casualty loss over which Customer has no control.

Customer shall:

- i. Safeguard Charter-provided Equipment against others;
- ii. Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
- iii. Not hire nor permit anyone other than personnel authorized by Charter acting in their official capacity to perform any work on the Equipment; and
- iv. Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of Charter.

Any unauthorized connection or other tampering with the Services, Equipment, any system or its components shall be cause for immediate disconnection of Services, termination of this Agreement and/or legal action, and Charter shall be entitled to recover damages, including, but not limited to, the value of any Services and/or Equipment obtained in violation of this Agreement in addition to reasonable collection costs including, but not limited to, reasonable attorneys' fees. Should any antenna, or signal amplification system for use in connection with communication equipment hereafter be installed on the Premises which interferes with the Services provided by Charter hereunder, Customer acknowledges and agrees that Charter shall not be obligated to distribute a quality signal to the Premises better than the highest quality which can be furnished as a result of such interference, until such time as the interference is eliminated or corrected by Customer or a third party.

- (b) Ownership. Customer understands and agrees that notwithstanding any other provision contained herein to the contrary, all Equipment and materials installed or provided by Charter are and shall always remain the property of Charter, shall not become a fixture to the Premises, and must be returned to Charter at any time Services are disconnected in the condition in

which they were received subject to ordinary wear and tear. Customer will not sell, lease, assign nor encumber any Equipment.

- (c) Equipment Return, Retrieval, Repair and Replacement. Immediately upon termination of Services ("Termination" shall mean the termination of the Service Agreement and/or Service Order(s)), at the discretion of Charter, Customer shall return, or allow Charter to retrieve, the Equipment supplied by Charter to Customer, in good condition. Failure of Customer to return, or allow Charter to retrieve, Equipment within ten (10) days after Services are terminated will result in a charge to Customer's account equal to the full retail cost of replacement of the unreturned Equipment. In addition, Customer agrees to pay for the repair or replacement of any damaged Equipment (whether or not caused by Customer's negligent act, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material/workmanship defects), together with any costs incurred by Charter in obtaining or attempting to regain possession of such Equipment, including, but not limited to, reasonable attorneys' fees.

5. **VIDEO, MUSIC AND CONTENT SERVICE**. This Video, Music and Content Service section shall only apply if Video, Music and Content Services are included in this Service Agreement or any related Service Order. Continued reception of the Video Services is subject to these Terms and Conditions. Charter may, in its sole discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming, packaging, and distribution of its Video Services or of any of Charter's Video Services packages.

- (a) Payment Terms. Increases in any and all programming, license, copyright, retransmission and/or other costs, charges, fees or amounts including, without limitation, taxes and any and all other governmental fees, charges and/or other amounts, shall not be deemed to be included in the Monthly Service Fees or limited by any provision in this Agreement, and may be passed on to Customer at any time when such costs are incurred by, assessed or required of Charter.

The initial Monthly Service Fees shall remain in effect for the first 12-months of this Agreement. Thereafter, Charter may increase the Monthly Service Fees from time to time upon thirty (30) days' prior written notice to Customer. Customer hereby agrees to any such increases that do not exceed ten percent (10%) of the Customer's total Monthly Service Fees incurred in the month immediately preceding the month in which the increase is to be effective. Increases shall not occur more frequently than once per 12-month period. In the event such increased Monthly Service Fee would exceed the amount permitted under applicable law, the Monthly Service Fees shall be increased only to the maximum allowable under applicable law. Notwithstanding the foregoing, increases in any and all programming, license, copyright, retransmission

and/or other costs, charges, fees or amounts including, without limitation, taxes and any and all other governmental fees, charges and/or other amounts, shall not be limited by any provision in this Agreement, and may be passed onto Customer at any time when such costs are passed on to Charter.

- (b) Music Rights Fees. In all cases, Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers ("ASCAP"), Broadcast Music, Inc. ("BMI") and SESAC, Inc. ("SESAC") or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate in connection with Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.
- (c) Premium and Pay-Per-View. Customer may not exhibit any premium Services such as HBO or Showtime in any public or common viewing area. Customer may not order or request Pay-Per-View (PPV) programming for receipt, exhibition or taping in a commercial establishment. Customer may not exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Charter's prior written consent. If Customer fails to abide by these restrictions, in addition to all other liability and not by way of limitation, Customer accepts liability for any and all claims made against Customer or Charter of any unauthorized commercial exhibition and Customer agrees to indemnify and hold Charter harmless from any loss, cost, liability, or expense, including reasonable attorney's fees, arising from a breach of this provision.
- (d) Provision of Service. Charter may, in its sole discretion, from time to time, rearrange, delete, add or otherwise change packaging and programming of Services contained in Charter's basic cable, Digital Music or other Services provided pursuant to this Agreement. Customer acknowledges that Charter has the right at any time to preempt without notice specific advertised programming and to substitute programming that Charter deems to be comparable.
- (e) Restrictions. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the Services (or any part thereof); (ii) transmit the Services (or any part thereof) by any television or radio broadcast or by any other means or use the Services (or any part thereof) outside the Service Location. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws.

Customer shall not, and shall not authorize or permit any other person to (i) charge a cover charge or admission fee to any Service Location(s) at the time the Services (or any part thereof) are being performed or are to be performed; (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the Services (or any part thereof) unless Customer can demonstrate to the reasonable satisfaction of Charter that Customer or a third-party has obtained a then-current music license permitting such activity; or (iii) insert any commercial announcements into the Services or interrupt any performance of the Services for the making of any commercial announcements. If Customer fails to abide by these restrictions, Customer accepts liability for any and all claims made against Customer or Charter due to any unauthorized commercial exhibition and Customer agrees to indemnify and hold Charter harmless from any damages, loss, cost, liability, or expense, including reasonable attorneys' fees, arising from a breach of these restrictions.

- 6. INTERNET ACCESS SERVICE. Continued use of the Internet Service is subject to these Terms and Conditions.
 - (a) Equipment and Software Requirements. Customer shall maintain certain minimum Equipment and software to receive the Service. Please refer to www.charter-business.com (or the applicable successor URL) for the current specifications.
 - (b) Internet Service Speeds. Charter shall use commercially reasonable efforts to achieve the Internet speed selected by the Customer on the Service Order. However, Customer understands and agrees that such speeds may vary.
 - (c) Access and Use. Customer agrees to ensure that any person who has access to the Internet Services through Customer's computer(s), Service Location, facilities or account shall comply with the terms of this Agreement. Customer shall be responsible for all charges incurred and all conduct, whether authorized or unauthorized, caused by use of Customer's computers, service locations, facilities or account using the Internet Services.
 - (d) Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security procedures and standards. Charter may temporarily discontinue or disconnect the Internet Services upon learning of a breach of security and will attempt to contact Customer in advance, if possible. The temporary discontinuation or disconnection of the Internet Services shall not constitute a breach of this Agreement.
 - (e) Electronic Addresses. All e-mail addresses, e-mail account names, and IP addresses ("Electronic Addresses") provided by Charter are and shall remain the property of Charter. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.

- (f) No Liability for Changes of Address. Due to growth, acquisitions and changes in technology, Charter reserves the right to change addressing schemes, including e-mail and IP addresses.
- (g) No Liability for Risks of Internet Use. The Internet is a shared network and Charter does not warrant that Service will be error free. The Service, Charter's network and the Internet are not secure, and others may access or monitor the Customer's traffic. Charter does not warrant that data or files sent or received by the Customer over the Network will not be subject to unauthorized access by others, that other users will not gain access to the Customer's data, nor that the data or files will be free from computer viruses or other harmful components. Charter has no responsibility and assumes no liability for such acts or occurrences.
- (h) No Liability for Purchases. Through use of the Service, the Customer may access certain information, products and services of others, for which there is a charge. The Customer shall be solely liable and responsible for all fees or charges for these online services, products or information. Charter shall have no responsibility to resolve disputes with other vendors.
- (i) Blocking and Filtering. While the computer industry may provide blocking and filtering software that empowers Customer to monitor and restrict access to Customer's computer and its data, Charter is not the publisher of this software. Charter strongly recommends that the Customer employ a "firewall" or other security software. The Customer assumes all responsibility for providing and configuring any "firewall" or security measures for use with the Service. Except to the extent set forth in the Supplemental Charter Business Security Service Section, Charter shall not be responsible in any manner for the effectiveness of these blocking and filtering technologies. Charter does not warrant that other users will be unable to gain access to Customer's computer(s) and/or data even if the Customer utilizes blocking and filtering technologies.
- (j) Acceptable Use Policy. Customer agrees to comply with the terms of Charter's Acceptable Use Policy ("AUP"), found at www.charter-business.com (or the applicable successor URL) and that policy is incorporated by reference into this Agreement. Customer represents and warrants that Customer has read the AUP and agrees to be bound by its terms as they may from time to time be amended, revised, replaced, supplemented or otherwise changed. Customer expressly understands and agrees that the AUP may be updated or modified from time to time by Charter, with or without notice to Customer. Charter may discontinue or disconnect Services immediately for any violation of the Charter AUP with or without notice to Customer.
- (k) Supplemental Charter Business Security Service. This Charter Business Security Service subsection

shall only apply if Charter's managed security service ("Charter Business Security") is included in this Service Agreement or any related Service Order. Charter Business Security is made up of software and hardware components. Charter shall ensure that Charter Business Security is operational and updated from time to time based on manufacturer-sent updates. Except to the limited extent described in the foregoing sentence, Charter makes no warranties of any kind (express or implied) regarding Charter Business Security and hereby disclaims any and all warranties pertaining thereto (including but not limited to implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose). Customer understands and acknowledges that Charter is not the manufacturer of any software or hardware components of Charter Business Security nor is Charter the supplier of any components of such software or hardware. IN ADDITION TO BUT WITHOUT ABROGATING THE TERMS SET FORTH IN SECTION 11, CHARTER SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF CHARTER BUSINESS SECURITY (INCLUDING BUT NOT LIMITED TO THAT ATTRIBUTABLE TO BLOCKED CONTENT OR EMAIL). REGARDLESS OF CAUSE OR FAULT, CHARTER'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO CUSTOMER'S PURCHASE OR USE OF CHARTER BUSINESS SECURITY, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO CHARTER FOR CHARTER BUSINESS SECURITY.

- (l) Supplemental CB Back-Up Service. This CB Back-Up service subsection shall apply only if Charter's data storage service ("CB Back-Up") is requested by the Customer. In addition to One Time Charges and Monthly Service Fees, monthly storage overage fees shall apply each month Customer exceeds the respective subscribed storage level. Additional One Time Charges and Monthly Service Fees also apply to Customer-requested media and/or professional services.

CB Back-Up is made up of software components. Customer understands and acknowledges that Charter is not the manufacturer or supplier of any CB Back-Up software components. Customer shall be responsible for updating CB Back-Up from time to time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Charter from any responsibility to ensure that CB Back-Up remains operational. Except to the limited extent described in the foregoing sentences, Charter makes no warranties of any kind (express or implied) regarding CB Back-Up and disclaims any and all warranties pertaining to CB Back-Up (including but not limited to implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose). IN ADDITION TO, BUT WITHOUT ABROGATING OR LIMITING THE TERMS SET FORTH IN THE LIMITATION OF LIABILITY SECTION OF THIS

AGREEMENT, CHARTER SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF CB BACK-UP REGARDLESS OF CAUSE OR FAULT. CHARTER'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO CUSTOMER'S PURCHASE OR USE OF CB BACK-UP SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO CHARTER FOR CB BACK-UP SERVICE.

In the event the functionality of the CB Back-Up service cannot be maintained by Charter or the manufacturer, Charter shall have the right to discontinue providing the service immediately and Charter shall credit Customer's account for any pre-paid Monthly Service Fees attributable to the service, except where such lack of functionality is caused by the Customer or any end user gaining access to the service through the Customer's facilities, equipment, or point of access. Customer shall not be relieved of its responsibility to continue to pay for CB Back-Up in the event CB Back-Up does not function properly as a result of Customer's failure to install and configure the software, activate the service or install manufacturer-provided updates. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES (1) THAT IT IS CUSTOMER'S SOLE RESPONSIBILITY TO CREATE AND RETAIN THE CB BACK-UP PASSWORD THAT IS NECESSARY FOR ACCESS TO ANY DATA STORED VIA THE CB BACK-UP SERVICE AND (2) THAT CHARTER HAS NO ACCESS TO AND DOES NOT KNOW NOR KEEP ANY RECORD OF THE PASSWORD CREATED BY CUSTOMER. FAILURE BY CUSTOMER TO RETAIN CUSTOMER'S CB BACK-UP PASSWORD SHALL RESULT IN COMPLETE LOSS OF ACCESSABILITY TO DATA STORED VIA THE CB BACK-UP SERVICE.

- (m) Supplemental CB Hosting Service. This Hosting Service subsection shall only apply if one of Charter's Hosting Services ("Hosting") is included in this Service Agreement or any related Service Order. Charter will provide to Customer Hosting Service in accordance with the Specifications associated with the plan Customer has selected on the Service Order.
- i. Third Party Software via Hosting Service. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information (collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may subject to end user license agreements between such third parties and Customer. Version changes of any such software compatibility and/or suitability with any other Customer provided software shall be Customer's responsibility.
- ii. WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE HOSTING SOFTWARE TO ANY OTHER SERVER OR

LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED, UNLESS SUCH REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PERMITTED IN WRITING BY CHARTER.

- iii. WITHOUT LIMITING OR ABROGATING THE TERMS SET FORTH IN SECTION 7, CHARTER HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE HOSTING SOFTWARE, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
 - iv. Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name, Charter disclaims such responsibility, and Customer acknowledges that Charter does not guarantee that Customer will be able to register or renew a desired domain name, even if an inquiry indicates that domain name is available at the time of such inquiry.
 - v. Specification Limitations. Individual websites may not at any time exceed the Hosting Specifications identified on the applicable Service Order. If a Customer's Hosting account is found exceed the Specifications set forth in the applicable Service Order, or is adversely impacting Charter's network or server(s), Charter may (i) contact the Customer to resolve the issues; or if Customer has exceeded the then-applicable Specifications in any given month, (ii) upgrade the Customer's account on the next available billing cycle to the next service level tier or (iii) suspend or terminate the Hosting Service.
- Notwithstanding anything to the contrary, in the event Customer's use of the Hosting Service is causing an adverse impact on Charter's network or servers, Charter may (i) suspend or terminate the Hosting Service or (ii) terminate the Agreement in its entirety.
- vi. Limitation of Charter-Provided Services. Customer understands and agrees that certain services are not provided by Charter as part of the Hosting Service (e.g., Charter does not provide nor offer web page creation, development, design or content services).
 - vii. No Additional Warranties. Charter makes no warranties of any kind (express or implied) regarding Hosting and hereby disclaims any and all warranties pertaining thereto (including but not limited to implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose). IN ADDITION TO, BUT WITHOUT ABROGATING AND LIMITING THE TERMS SET FORTH IN THE LIMITATION OF LIABILITY SECTION OF THIS AGREEMENT, CHARTER SHALL IN NO EVENT BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF CHARTER HOSTING REGARDLESS OF CAUSE OR FAULT. CHARTER'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO CUSTOMER'S

PURCHASE OR USE OF THE HOSTING SERVICE SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO CHARTER FOR HOSTING SERVICE.

viii. **Hosting Fees.** The applicable Service Order sets forth the Monthly Service Fees for the Hosting Service. Customer is responsible for payment whether or not the hosting platform is used. Customer shall not be relieved of its responsibility to continue to pay for Hosting in the event Hosting does not function properly as a result of (i) Customer's failure to install or properly use any software; or (ii) Customer's failure to utilize in any way or less than the maximum Specifications the Hosting Service.

ix. **Content Liability and Use Restrictions.** Customer acknowledges Charter exercises no control whatsoever over the content of the information passing through Customer's site(s) and that it is Customer's sole responsibility to ensure that Customer and Customer's users use of the Hosting Service complies at all times with all applicable laws and regulations and Charter's AUP.

Upon activation of Customer's account, Charter shall have the right to disclose any, or all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes, but is not limited to IP addresses, account history, and files stored on Charter servers.

In addition to the foregoing, Customer expressly understands and agrees that the following activities are prohibited. In the event that Customer engages in such activities, Charter shall have the right to suspend or terminate the Hosting Services and/or this Agreement:

- a. The hosting of unlicensed software that is available to the public;
- b. Use of software or files that contain computer viruses or files that may harm user's computers;
- c. Any attempt or actual unauthorized access by Customer or through Customer's equipment to any Charter website or the website of any Charter customer;
- d. The collection or any attempt to collect personally identifiable information of any person or entity without their express written consent. Customer shall maintain records of any such written consent throughout the Term (and any Renewal Term) of this agreement and for three years thereafter;
- e. Any action which is harmful or potentially harmful to the Charter server structure;
- f. Running a banner exchange, free adult tgp (thumbnail gallery post) and/or free adult image galleries on your website;

g. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites or providers.

x. **Impositions on Customer's End Users.** Customer is responsible for charging and collecting from Customer's end-user customers any and all applicable taxes. If Customer fails to impose and/or collect any tax from its end users or customers as required herein, then, as between Charter and Customer, Customer shall remain liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax by the applicable taxing authority. With respect to any tax that Customer has agreed to pay or impose on and/or collect from Customer's end users or customers, Customer agrees to indemnify and hold harmless Charter for any costs incurred as a result of actions taken by the applicable taxing authority to collect such tax from Charter due to Customer's failure to pay or collect and remit such tax to such authority.

7. **NO THIRD-PARTY HARDWARE OR SOFTWARE SUPPORT.** Customer is responsible for the installation, repair and use of Customer-supplied third-party hardware and/or software. For purposes of this Agreement the Hosting Software shall be considered third party software. Charter does not support third-party hardware or software supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Charter assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third party software, any Customer-supplied hardware or software with the Services. If such third-party equipment or software impairs the Services, Customer shall remain liable for payments as agreed (if any) without recourse for credit or prorated refund for the period of impairment. Charter has no responsibility to resolve the difficulties caused by such third-party equipment or software. If, at Customer's request, Charter should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Charter's discretion and at then-current commercial rates and terms.

8. **CUSTOMER USE.** Customer agrees not to re-sell or re-distribute access to the Service(s) or system capacity, or any part thereof, in any manner without the express prior written consent of Charter. Customer agrees not to use or permit third parties to use the Service(s), including but not limited to the Equipment and software provided by Charter, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material. Customer agrees not to interfere with other customers' use of the Equipment or Services or disrupt the Charter Network, backbone, nodes or other Services. Violation of any part of this section is grounds for immediate Termination of this Service Agreement and/or all Service Orders in addition to any other rights or remedies Charter may have hereunder.

9. **PERFORMANCE.** Charter will use commercially reasonable efforts in keeping with normal industry standards to ensure that the Service is available to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. Specifically, Customer understands and agrees that the Service may be unavailable from time to time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Charter's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by the Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Charter to perform its obligations under this Service Agreement, and Customer will not hold Charter at fault for loss of Customer revenue or lost employee productivity due to Service outages.
10. **DEFAULT; SUSPENSION OF SERVICE; TERMINATION.** No express or implied waiver by Charter of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including, but not limited to Termination, shall relieve Customer of its obligation to pay Charter all amounts due.
- (a) **Default by Customer.** Customer shall be in default under this Service Agreement in the event that the Customer does one (1) or more of the following (each individually to be considered a separate event of default) and the Customer fails to correct each such noncompliance within twenty (20) days of receipt of written notice in cases involving non-payment or within thirty (30) days of receipt of written notice in cases involving any other noncompliance:
- i Customer is more than thirty (30) days past due with respect to any payment required hereunder;
 - ii Customer otherwise has failed to comply with the terms of this Service Agreement or any other Service Order(s) incorporated herein by execution thereof by the parties; or
 - iii Customer files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law and such proceedings are not dismissed within sixty (60) days.
- (b) **Charter's Right to Terminate and Termination Charge.** In the event Customer is in default, Charter shall have the right, at its option, and in addition to any other remedies it may have, to:
- i Immediately suspend Services to the Customer until such time as the underlying noncompliance has been corrected without affecting Customer's on-going obligation to pay Charter any amounts due under this Agreement (e.g., the Monthly Service Fees), as if such suspension of Services had not taken place;
 - ii Terminate the Services; or
 - iii After the occurrence of two (2) such events of Customer default in any twelve (12) month period of time, terminate this Service Agreement and/or any or all of the applicable Service Order(s).
- If Termination is due to noncompliance by the Customer, Customer must pay Charter a Termination charge (a "Termination Charge"), which the parties recognize as liquidated damages. This Termination Charge shall be equal to fifty percent (50%) of the unpaid balance of the Monthly Service Fees that would have been due throughout the remainder of the applicable Service Period plus one hundred percent (100%) of (1) the outstanding balance of any and all One-Time Charges plus (2) any and all previously waived One-Time Charges.
- (c) **Default by Charter.** Charter shall be in default under this Service Agreement in the event that Charter does one (1) or more of the following (each instance individually to be considered a separate event of default), and Charter fails to remedy each such noncompliance or occurrence within thirty (30) days of receipt of written notice from Customer describing in reasonable detail the nature, scope and extent of the default or noncompliance:
- i Charter fails to comply with the terms of this Service Agreement and/or any or all of the applicable Service Order(s);
 - ii Charter files or initiates proceedings or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law and such proceedings are not dismissed within sixty (60) days.
- (d) **Customer's Right to Terminate and Termination Charge.**
- i Customer shall have the right, at its option and in addition to any other remedies it may have, to terminate any applicable Service Order(s), if the underlying event of default and/or noncompliance by Charter is limited to Services provided under the applicable Service Order(s) or this Service Agreement, if such noncompliance is not so limited, provided that Charter's diligent efforts to correct such breach are not commenced and pursued within thirty (30) days after Charter's receipt of a written notice from the Customer describing in reasonable detail the nature, scope and extent of the event of default/noncompliance.
 - ii If Termination is due to noncompliance by Charter, Charter shall reimburse Customer for any pre-paid, unused Monthly Service Fees attributable to such terminated Service Order(s). In addition, if Termination is due to noncompliance by Charter within one (1) year of

the applicable Turn-Up Date, Charter shall pay a Termination Charge, which the parties recognize as liquidated damages, equal to a portion of any One-Time Charge that has already been paid by the Customer to Charter relative to Service at the sites covered by the terminated Service Order. This Termination Charge Charter must pay Customer shall be equal to the product of a) the number of months (or portion thereof) remaining in the initial twelve (12) months of the initial Service Period at the time of Termination and b) a ratio in which the numerator is the total of One-Time Charges paid to date and the denominator is twelve (12).

11. LIMITATION OF LIABILITY. PLEASE READ THIS SECTION CAREFULLY, IT CONTAINS DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY.

- (a) Limited Warranty. At all times during the Service Period, Charter warrants that it will use commercially reasonable efforts in keeping with industry standards to cause the Services to be available to the Customer.

THE FOREGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES WHATSOEVER.

EXCEPT AS OTHERWISE STATED IN THIS SERVICE AGREEMENT, CHARTER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

WITHOUT LIMITING ANY EXPRESS PROVISIONS PROVIDED FOR ELSEWHERE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF SERVICES HEREUNDER (INCLUDING ANY SERVICE IMPLEMENTATION DELAYS AND/OR FAILURES), UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING LIMITATIONS APPLIES TO ALL CAUSES OF ACTIONS AND CLAIMS, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS.

Any warranty claim by Customer must be made within thirty (30) days after the applicable Services have been performed. Charter's sole obligation and Customer's sole remedy, with respect to any breach of the limited warranty set forth herein, shall be a prorated refund of the fees paid by Customer based on the period of time when the Services are out of compliance with this limited warranty provision.

- (b) Content. Customer acknowledges that any content that Customer may access or transmit through any Service is provided by independent content providers, over which Charter does not exercise and disclaims any control. Charter neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through any Service; and assumes no responsibility for content. Charter specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Service. Such content or programs may include, without limitation, programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and their authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and Charter assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.

- (c) Damage, Loss or Destruction of Software Files and/or Data. Customer agrees that Customer uses the Services and Equipment supplied by Charter at its sole risk. Charter does not manufacture the Equipment, and the Services and Equipment are provided on an "as is basis" without warranties of any kind.

Charter assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of any Service. Charter does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.

- (d) Unauthorized Access. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate Termination of Customer's Service by Charter without liability for Charter. Charter is not responsible for and assumes no liability for any damages resulting from the use of such applications, and Customer shall hold Charter harmless from and indemnify Charter against any claims, losses, or damages arising from such use. Charter is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing the Customer's computers, its internal network and/or the Network through Customer's equipment, and Customer shall hold Charter harmless from and indemnify Charter against any such claims, losses, or damages to the full extent arising from such access.

- (e) Force Majeure Event. Customer agrees that Charter shall not be liable for any inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond Charter's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services.

12. **INDEMNIFICATION.** In addition to its specific indemnification responsibilities set forth elsewhere in this Service Agreement and as permissible under applicable law, Customer agrees, at its own expense, to indemnify, defend and hold harmless Charter and its directors, employees, representatives, officers and agents, (the "Indemnified Parties") against any and all claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Charter Indemnified Parties, including but not limited to, reasonable attorneys' fees and court costs incurred by Charter Indemnified Parties under this Service Agreement, to the full extent that such arise from Customer's misrepresentation with regard to or noncompliance with the terms of this Service Agreement and any or all Service Orders, Customer's failure to comply with applicable law, and/or Customer's negligence or willful misconduct. Charter Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim at Customer's cost and Customer agrees to cooperate with Charter Indemnified Parties in such case.
13. **TITLE.** Title to the Equipment shall remain with Charter during the applicable Service Period. Customer shall keep that portion of the Equipment located on Customer Premises free and clear of all liens, encumbrances and security interests. Upon Termination of Service or expiration of a Service Order's Service Period for a specific site, Charter shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to the Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. Charter shall have the right to remove the Equipment and all components within sixty (60) days after such Termination.
14. **COMPLIANCE WITH LAWS.** Customer shall not use or permit third parties to use the Services in any manner that violates applicable law or causes Charter to violate applicable law. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.
15. **PRIVACY.** Charter treats private communications on or through its Network or using any Service as confidential and does not access, use or disclose the contents of private communications, except in limited circumstances and as permitted by law. Charter also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy can be found

on Charter's website at www.Charter-Business.com. Customer represents and warrants that Customer has read the Privacy Policy and agrees to be bound by its terms. Customer expressly understands and agrees that the Privacy Policy may be updated or modified from time to time by Charter, with or without notice to Customer.

16. **GENERAL CUSTOMER REPRESENTATIONS AND OBLIGATIONS.** Customer represents to Charter that Customer has the authority to execute, deliver and carry out the terms of this Service Agreement and associated Service Orders. Customer also represents that any person who accesses any Services through Customer's equipment or through the Network facilities in Customer's Premises will be an authorized user, will use the Service, Network and/or Network facilities in an appropriate and legal manner, and will be subject to the terms of this Service Agreement. Customer shall be responsible for ensuring that all such users understand the Service Agreement and comply with its terms.

The Customer shall be responsible for all access to and use of the Service by means of the Customer's equipment, whether or not the Customer has knowledge of or authorizes such access or use. The Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Service, until the Customer informs Charter of any breach of security.

Charter expressly prohibits using the Service for the posting or transferring of sexually explicit images, material inappropriate for minors, or other offensive materials. By signing, Customer expressly acknowledges that Customer will not post or transfer or permit others to post or transfer such materials using the Service..

17. **NOTICES.** Any notices to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Charter:

Charter Communications
ATTN: Charter Business
12405 Powerscourt Drive
St. Louis, MO 63131

with copies to:

Charter Communications
ATTN: Legal Department
Dept: Corporate Operations
12405 Powerscourt Drive
St. Louis, MO. 63131

and

Charter Communications
ATTN: CB Corporate – Contracts Management
12405 Powerscourt Drive
St. Louis, MO. 63131

If to Customer:

St Louis Public Schools

ATTN: Charles Burton

801 N. 11th St.

St Louis, MO
63101

Each party may change its respective address(es) for legal notice by providing notice to the other party.

18. MISCELLANEOUS.

- (a) Entire Agreement. This Service Agreement and any related, executed Service Order(s) constitute the entire Agreement with respect to the Services, Network and Equipment. This Service Agreement supersedes all prior understandings, promises and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to the subject matter of this Service Agreement.
- (b) No Amendments, Supplements or Changes. This Service Agreement and the associated executed Service Order(s) may not be amended, supplemented or changed without both parties' prior written consent.
- (c) No Assignment or Transfer. The parties may not assign or transfer (directly or indirectly by any means, by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining written consent from the other party, which consent shall not be unreasonably withheld, provided, however, that Charter may assign this Service Agreement and the associated executed Service Order(s) to affiliates controlling, controlled by or under common control with Charter, or to its successor-in-interest in the event Charter sells the underlying communications system, without Customer's consent.
- (d) Severability. If any term, covenant, condition or portion of this Service Agreement, any related, executed Service Order(s) shall, to any extent, be invalid or unenforceable, the remainder of this Service Agreement, any related, executed Service Order(s), shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law.
- (e) Section Headings. The section headings are furnished for the convenience of the parties and are not to be considered in the construction or interpretation of this Service Agreement.
- (f) Governing Law. This Service Agreement and all matters arising out of or related to this Agreement shall be governed by the laws of the State of Missouri, without regard to conflicts of law provisions. Customer agrees that the federal and state courts of Missouri alone have jurisdiction over all disputes arising under this Agreement, and Customer consents to personal jurisdiction of those courts with respect to any disputes arising under this Agreement. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING

OUT OF OR RELATING TO THIS AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND CHARTER EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.

- (g) Jointly Drafted. Both parties hereby acknowledge that they participated equally in the negotiation and drafting of this Service Agreement and any related, executed Service Order(s) and that, accordingly, no court construing this Service Agreement and any related, executed Service Order(s) shall construe it more stringently against one party than against the other.
- (h) No Third Party Beneficiaries. The parties agree that the terms of this Service Agreement and the parties' respective performance of obligations as described are not intended to benefit any person or entity not a party to this Service Agreement, that the consideration provided by each party under this Service Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Service Agreement shall have any rights under this Service Agreement nor the right to require the performance of obligations by either of the parties under this Service Agreement.
- (i) Waiver. Except as otherwise provided herein, the failure of Charter to enforce any provision of this Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision.



*0000041

PO BOX 1688 FOND DU LAC WI 54936-1688
8622 3230 CQ RP 24 11252009 NNNNNY

ST LOUIS PUBLIC SCHOOLS
801 N 11TH ST
SAINT LOUIS MO 63101-1015



PAST DUE - PLEASE PAY

****Important Notice*** Your account is past due. Please pay total amount due immediately to avoid further collection activity and interruption of service. If service is interrupted, you will need to pay your full past due amount and a reconnection fee to resume service.*

Expect more from Charter Business

FRN 1880110

Security Code: 0426

Statement of Service

November 24, 2009

Account no.

**St Louis Public Schools
8345 78 680 0000706**

Phone Number (314) 345-2251

801 N 11th St
Spin00143005817
St Louis MO 63101

Contact us

Online at www.Charter-Business.com
Customer Service 800-314-7195
24 hours/day, 7 days/week

Summary Details on following pages

Billed from 11/30/09 - 12/29/09

Previous balance	\$18,400.00
Balance Forward	\$18,400.00
Charter Business Services	4,600.00

Upon Receipt	\$23,000.00
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Visit us on the web at www.Charter-Business.com

Payment Options

Pay Online - Create or Login to MyAccount to pay or view your bill online at charter-business.com/myaccount.

Pay by Mail - Detach this portion of your statement and send it with your check made payable to Charter in the enclosed envelope. Please do not include correspondences of any type with payments. For questions or concerns, please call 1-800-314-7195.

☐ **Change of billing address**

Check here and make changes on the back.

Account

Phone Number

**November 24, 2009
ST LOUIS PUBLIC SCHOOLS
8345 78 680 0000706
(314) 345-2251
801 N 11TH ST
SAINT LOUIS MO 63101-1015**

Upon Receipt	\$23,000.00
---------------------	--------------------

Amount you are enclosing: \$



CHARTER COMMUNICATIONS
PO BOX 790086
SAINT LOUIS MO 63179-0086



834578680000070623000003

Charge Details

Previous Balance \$18,400.00**STSCROOT**

ST LOUIS PUBLIC SCHOOLS

801 N 11TH ST

SPIN 143005817

SAINT LOUIS, MO 63101-1101

Account Number: 8345780010206120

Monthly Charges

Date	Description	Quantity	Amount
Dec 01 - Dec 31	MBPS Fiber Internet*	100	4,600.00

Monthly Charges Subtotal \$4,600.00**Total for Account 8345780010206120 \$4,600.00****STSCROOT SUBTOTAL 1 Account(s) \$4,600.00****Total for Control Account: STSC2251 \$4,600.00****Total Accounts: 1****Upon Receipt \$23,000.00**



Date: November 23, 2009

Dear Dr. Jesolyn Larry,

As a Charter Business customer, we know that you expect the highest quality service. Charter Business is truly committed to delivering superior quality and service today, as well as in the future. Therefore, we are pleased to announce the new position of Major Accounts Administrator (MAA). Your MAA will be responsible for handling your administrative and billing concerns, and providing the appropriate solutions to help you achieve your goals.

You will be contacted by your MAA in the near future to schedule an account review to evaluate your existing services, and address any concerns you may have. These reviews will be conducted with your organization twice a year thereafter to ensure that Charter Business is consistently meeting your needs.

Kelly Wiggins will be the MAA assigned to the St. Louis Public School accounts. If you have any questions or concerns, we invite you to contact your MAA @ either number listed below.

Office Number: 636 387-6604

Cell Number: 314 625-0266

Thank you for choosing Charter Business.

**SAINT LOUIS PUBLIC SCHOOLS****Date:** December 15, 2009**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Carlinda Purcell, Dep. Supt., Academics**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #:

Agenda Item 01-26-10-18
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve the purchase of textbooks from McGraw Hill Contemporary for the period January 27, 2010 through June 30, 2010 at a cost not to exceed \$5,244.63

BACKGROUND:

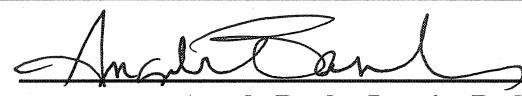
To approve a purchase with McGraw Hill Contemporary for Pre-GED and English as a Second Language textbooks. Contemporary's popular PRE-GED SATELLITE PROGRAM targets students with reading levels of 5-8 and delivers instruction in the GED content areas to prepare learners to move up into GED preparation. The pre- and post-tests in each satellite book help students decide which skills need the most work and allow them to assess mastery of each subject area. Three- fourths of the students enrolled in St. Louis Public Schools Adult Education and Literacy classes fall within reading levels 5 - 8.

CSIP: Goal 2: Process Performance**Row:** 42**MSIP:** 7.6.2**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)

Fund Source: 250-1611- 6421 026 00	Non-GOB	Requisition #: 10116214
Amount: \$5,244.63		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$5,244.63	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600002952

Department: Adult Ed. and Literacy**Requestor:** Frank J. Logan. Sr.

 Dr. Carlinda Purcell, Dep. Supt., Academics


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Frank J. Logan, Sr.	Date: 12/14/2009
Department / School: Career and Technical Education/Adult Ed. And Literacy	Phone Number: (314) 367-5000
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
<p>To approve a purchase with McGraw Hill Contemporary for Pre-GED and English as a Second Language textbooks. Contemporary's popular PRE-GED SATELLITE PROGRAM targets students with reading levels of 5 - 8 and delivers instruction in the GED content areas to prepare learners to move up into GED preparation. The pre-and post-tests in each satellite book help decide which skills need the most work and allow them to assess mastery of each subject area. Three-fourths of the students enrolled into St. Louis Public Schools Adult Education and Literacy classes fall within reading levels 5 - 8.</p> <p>1,000 English as a Second Language clients enroll into St. Louis Public Schools Adult Education and Literacy each year. The English, Yes! Textbooks purchased will provide them with an array of multicultural literature as the foundation for improving comprehension, vocabulary, grammar, and writing. New audio CDs available with all selections model good oral language fluency and our compatible with the computers purchased for our ESL classes.</p>	
Vendor Name: McGraw Hill Contemporary	Email: WG_OrderServices@mcgraw-hill.com Theresa_harpole@mcgraw-hill.com
Vendor Contact: Wright Group/McGraw-Hill 220 East Danieldale Road DeSoto, TX 75115-2490 Toll-Free: 1-800-621-1918 Fax: 1-800-998-3103	Phone Number 1-800-998-3103
Justification Information	
1. Why the uniquely specified goods are required?	
To approve the purchase of textbooks from McGraw Hill Contemporary. Textbooks will add to the inventory of previously purchased textbooks. This proves to be cost effective and builds on our selection of books available for classroom use.	
2. Why good or services available from other vendors /competitors are not acceptable?	
McGraw Hill Contemporary does an excellent job of targeting Adult Learners reading at the 5- 8 grade levels and delivers instruction in the GED content areas to prepare learners to move up into GED preparation. The pre- and post-tests in each satellite book help students decide which skills need the most work and allow them to assess mastery of each subject area. Three-fourths of the students enrolled into St. Louis Public Schools Adult Education and Literacy classes fall within reading levels 5 - 8. These textbooks will build our inventory of previously purchased textbooks. The English, Yes! Textbooks purchased will provide our Adult ESL students with an array of	

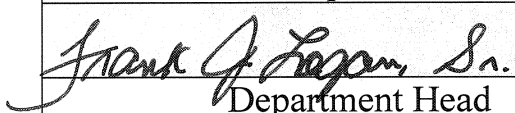
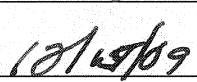
multicultural literature as the foundation for improving comprehension, vocabulary, grammar, and writing. New audio CDs available with all selections model good oral language fluency and our compatible with the computers purchased for our ESL classes.

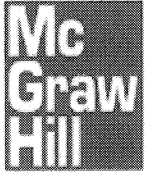
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)

4. List the Names of other Vendors contacted & Price Quotes:

I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.

Your sole source request will not be approved without the required signatures below:

 Department Head	 Date
CFO	Date
Superintendent	Date



School Education Group

December 15, 2009

Adult Learning Center
5078 Kensington Avenue
St. Louis MO 63108-1010

Dear Ms. Rhonda Jones,

This letter serves to verify that McGraw-Hill is the sole source vendor of the items featured in the McGraw-Hill/Contemporary Books 2010 Adult Education Catalog.

If you have any questions, please feel free to contact me at (618) 465-0638.

Sincerely,

Theresa Harpole
Sales Representative



Contemporary

**SAINT LOUIS PUBLIC SCHOOLS****Date:** January 5, 2010**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Carlinda Purcell, Dep. Supt., Academics**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #:

Agenda Item: 01-26-10-19
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve the purchase of textbooks from Harcourt Steck-Vaughn for the period January 27, 2010 through June 30, 2010 at a cost not to exceed \$16,483.50.

BACKGROUND:

To approve the purchase of textbooks from Harcourt Steck-Vaughn, exclusive distributor of the Official GED Practice Tests. Textbooks ordered from Harcourt Steck-Vaughn offer the most affordable workbooks available for targeted researched based GED preparation. By using textbooks that directly target GED preparation, our GED test rate should improve and provide researched based textbooks for our teachers when lesson planning. Topics in textbooks provide instruction, test-taking strategies and bonus tips to prepare students for testing success.

CSIP: Goal 2: Process Performance

Row: 42

MSIP: 7.6.2

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

Fund Source: 250-1611- 6421 026 00	Non-GOB	Requisition #: 10116211
Amount:		
Fund Source:		Requisition #:
Amount: \$16,483.50		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$16,483.50	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600000045

Department: Adult Ed. and Literacy**Requestor:** Frank J. Logan, Sr.

Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Frank J. Logan, Sr.	Date: 12/14/2009
Department / School: Career and Technical Education/Adult Education and Literacy	Phone Number: (314) 367-5000
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
<p>To approve the purchase of textbooks from Harcourt Steck-Vaughn. Exclusive distributor of the Official GED® Practice Tests and textbooks. Textbooks ordered from Steck-Vaughn offer the most affordable workbooks available for targeted GED preparation. This series offers six titles with full-color graphics in social studies, science, and mathematics. Topics are based on actual GED Test results and provide instruction, test-taking strategies and bonus tips to prepare students for testing success. Practice formats mimic the actual GED Tests and develop higher order thinking skills including analysis, assessment, application, and synthesis.</p>	
Vendor Name: Harcourt Steck – Vaughn	Email: greatservice@hnhpub.com
Vendor Contact: Houghton Mifflin Harcourt Supplemental Publishers 181 Ballardvale Street Wilmington, MA 01887	Phone Number 800-289-4490
Justification Information	
1. Why the uniquely specified goods are required?	
To approve the purchase of textbooks from Harcourt Steck-Vaughn, exclusive distributor of the Official GED® Practice Tests. Textbooks ordered Steck-Vaughn offers the most affordable workbooks available for targeted GED preparation.	
2. Why good or services available from other vendors /competitors are not acceptable?	
By using textbooks that directly target GED preparation from the exclusive vendor of the Official GED® Practice Tests, our GED test rate should improve and provide research based textbooks for our teachers to use when lesson planning. Topics in textbooks provide instruction, test-taking strategies and bonus tips to prepare students for testing success. Textbooks purchased from Harcourt Steck-Vaughn are compatible with the Pre-GED Testing materials currently in our inventory.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
4. List the Names of other Vendors contacted & Price Quotes:	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	

Department Head	Date
<i>Frank J. Logan Jr.</i> CFO	<i>12/15/09</i> Date
Superintendent	Date



SAINT LOUIS PUBLIC SCHOOLS

Date: January 6, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Agenda Item:
Information:
Conference:
Action:

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

01-26-10-20

SUBJECT:

To approve the purchase of equipment from Learning Concepts in an amount not to exceed \$21,844.90 under the 2010 Enhancement Grant for the period beginning January 27, 2010 and ending June 30, 2010.

BACKGROUND:

The equipment purchased will be used to upgrade the Computer Networking Program at Clyde C. Miller Career Academy. The equipment and vendor have been approved by DESE under the 2010 Enhancement Grant. The grant reimburses the District up to 75% of the cost of equipment and 50% of the cost of supplies.

CSIP: Goal # SLPS Goal #2 - Process and Performance Row # 39 MSIP: 7.3.3

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

Fund Source: 110 - 2492 - 6441 - 826 - K5 GOB	Requisition #: 10116107
Amount: \$ 20,945.00	
Fund Source: 290 - 2421 - 6411 - 826 - K5 Non GOB	Requisition #: 10116331
Amount: \$ 899.90	
Fund Source: - - - - GOB	Requisition #:
Amount:	
Fund Source: - - - - Non GOB	Requisition #:
Amount: \$ -	
Cost not to Exceed: \$ 21,844.90	Pending Funding Availability Vendor #: 600006967

Department: Career & Technical Education

Requestor:

Frank J. Logan, Sr.

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Carlinda Purcell, Dep. Supt. - Academics

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Frank J. Logan, Sr.	Date: 12/16/2009
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 equipment items for the Marketing Program at Roosevelt High School and Computer Networking Program at C. C. Miller Career Academy. The expenditures and vendors have been approved by DESE for use with 2010 Enhancement Grant Funds.	
Vendor Name: Various See Attached	Email:
Vendor Contact:	Phone Number
Justification Information	
1. Why the uniquely specified goods are required?	
The equipment used for these programs are unique to each individual program.	
2. Why good or services available from other vendors /competitors are not acceptable?	
DESE has given prior approval to selected vendors.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
N/A	
4. List the Names of other Vendors contacted & Price Quotes:	
<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

Bert Schulte
Interim Commissioner of Education



ENHANCEMENT

Tom Quinn
Assistant Commissioner
Division of Career Education

Missouri Department of Elementary and Secondary Education

— Making a positive difference through education and service —

June 10, 2009

Dr. Kelvin R. Adams
Superintendent
St. Louis City School District
801 N. 11Th Street
St. Louis, MO 63101-1401

Dear Dr. Adams:

We are pleased to inform you that the Vocational-Technical Education Enhancement Grant Proposal you submitted has been approved for Fiscal Year 2010. The one-year grant begins July 1, 2009.

The following criteria were used to determine funding priorities in the order listed:

- Address high demand occupations in local workforce investment areas.
- Address high demand occupations statewide.
- Documentation indicating at least ten (10) exiters/completers per year in an employment related area at a rate of 80% or higher for the two previous years.

Due to more requests than available funding, a percentage reduction procedure was established. You may determine where to make the reductions. A summary sheet of approved expenditures and the approved *Application for Authorization of Career Education Expenditures* (FV-4) are enclosed. The grant amount represents the Department's share of your total anticipated expenditures. For a new program to receive funding, it must be taught in Fiscal Year 2010. Items reimbursed will be reflective of actual enrollment as entered in Core Data.

The eligible recipient is aware that all state funds granted to it are conditioned upon the availability and appropriation of such funds by the Missouri General Assembly. These funds are subject to reduction or elimination by the Missouri General Assembly at any time, even following award and disbursement of funds. Except as otherwise provided by law, the eligible recipient shall hold the Department harmless for any reduction or elimination of state funds granted to it. In the event of non-appropriation or reduction of appropriation and notice, the eligible recipient shall immediately cease further expenditures under any state project.

Reimbursement percentages (75% equipment, 50% all others) will be used to calculate your actual reimbursement on the FV-2 to be submitted on or before March 31, 2010. If you have the local match, you may wish to submit new FV-4's for career education 50/50 equipment funds to the appropriate section director. Do not submit items for 50/50 reimbursement that have been approved for an Enhancement Grant, unless the reimbursement will exceed the grant amount awarded.

Thank you for your interest in improving career education in Missouri. If you have questions or need assistance with the Enhancement Grant process, please contact Don Walker, Director of Administration and Accountability Services, at (573) 751-8465.

Sincerely,

A handwritten signature in cursive script that reads "Tom Quinn".

Tom Quinn
Assistant Commissioner
Division of Career Education

Enclosures

c: Don Walker

FV-4

Application for Authorization of Career Education Expenditures

PLEASE READ INSTRUCTIONS ON REVERSE SIDE.

<i>PLEASE READ INSTRUCTIONS ON REVERSE SIDE.</i>		
Fiscal Year Ending: June 30, 2010	Co. Dist. Code: 115 - 115	Local Education Agency (LEA): St. Louis Public Schools
Program Codes (Program and Type): 15-24		Mailing Address: 801 North 11th Street
Description of Program: Enhancement Grant		City and Zip Code: St. Louis, MO 63101

Items Submitted For Approval

[illegible]

Total Estimated Cost \$ 24,020

CERTIFICATION

The local education agency hereby requests authorization to expend funds for Career Education. The title to equipment and teaching aids is to be vested in the school district with accountability to the Division of Career Education. The LEA will follow the Division of Career Education's equipment guidelines. The LEA will furnish the Division of Career Education information required for supporting claims for funds and maintain the inventory records.

Date : 02/23/2009

Signed

Signed Frank J. Rogers, Jr.
(Chief Administrator)

[illegible]

Program Director

Approval Date _____

**CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM**

Account Number	Fund
G/L ACCT 600012724 COST CENTER-	Fund

SHIP TO:

Plant/Storage Location:

<i>School:</i>	Clyde C. Miller Career Academy
<i>ATTN:</i>	M. Conner
<i>Address:</i>	1000 N. Grand Blvd.
	St. Louis, Mo. 63106
<i>Phone:</i>	314-371-0394 Room ext: 1209

Vendor Code: _____ Commodity Code _____
Vendor Name: **Learning Concepts**
Address: **15221 W 147th St**
Olathe, KS 66062

Phone No: 800-289-6463 Fax No: 877-289-6763

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
					See attached quote. Highlighted items only.
TOTAL ESTIMATED COST					\$58148.10 37,9800 21,864.90

REQUESTED BY: P. J. J. J. J.

REQUESTED BY:

APPROVED BY:

Supervisor

SEND FORM(S) TO:

Paul Cady
Career and Technical Education
801 North 11th Street
St. Louis, MO 63101
Phone: 314-345-4532
FAX: 314-345-4540

DATE: 1-30-09

DATE:



SAINT LOUIS PUBLIC SCHOOLS

Date: January 6, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Agenda Item:

Information:

Conference:

Action:

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

01-26-10-21

SUBJECT:

To approve the purchase of a power server and desktop computers from World Wide Technology in an amount not to exceed \$10,573.64 under the 2010 Enhancement Grant for the period beginning January 27, 2010 and ending June 30, 2010.

BACKGROUND:

The equipment purchased will be used to upgrade the Computer Networking Program at Clyde C. Miller Career Academy and the Marketing Program at Roosevelt High School. The equipment and vendor have been approved by DESE under the 2010 Enhancement Grant. The grant reimburses the District up to 75% of the cost of equipment and 50% of the cost of supplies.

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	39			MSIP:	7.3.3
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

Fund Source: 110 - 2492 - 6443 - 826 - K5 GOB	Requisition #: 10116331
Amount: \$ 3,575.00	
Fund Source: 290 - 2421 - 6541 - 826 - K5 Non GOB	Requisition #: 10116331
Amount: \$ 6,998.64	
Fund Source: - - - - - GOB	Requisition #: _____
Amount: _____	
Fund Source: - - - - - Non GOB	Requisition #: _____
Amount: \$ -	
Cost not to Exceed: \$ 10,573.64	Pending Funding Availability
	Vendor #: 600005444

Department: Career & Technical Education

Requestor: Frank J. Logan, Sr.

Dr. Carlinda Purcell, Dep. Supt. - Academics

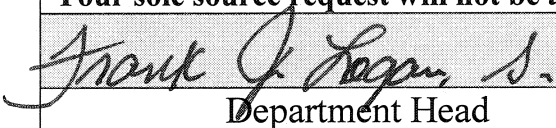
Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Frank J. Logan, Sr.	Date: 12/16/2009
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 equipment items for the Marketing Program at Roosevelt High School and Computer Networking Program at C. C. Miller Career Academy. The expenditures and vendors have been approved by DESE for use with 2010 Enhancement Grant Funds.	
Vendor Name: Various See Attached	Email:
Vendor Contact:	Phone Number
Justification Information	
1. Why the uniquely specified goods are required?	
The equipment used for these programs are unique to each individual program.	
2. Why good or services available from other vendors /competitors are not acceptable?	
DESE has given prior approval to selected vendors.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
N/A	
4. List the Names of other Vendors contacted & Price Quotes:	
<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	12/16/09 Date
CFO	Date
Superintendent	Date

Bert Schulte
Interim Commissioner of Education



ENHANCEMENT

Tom Quinn
Assistant Commissioner
Division of Career Education

Missouri Department of Elementary and Secondary Education

— Making a positive difference through education and service —

June 10, 2009

Dr. Kelvin R. Adams
Superintendent
St. Louis City School District
801 N. 11Th Street
St. Louis, MO 63101-1401

Dear Dr. Adams:

We are pleased to inform you that the Vocational-Technical Education Enhancement Grant Proposal you submitted has been approved for Fiscal Year 2010. The one-year grant begins July 1, 2009.

The following criteria were used to determine funding priorities in the order listed:

- Address high demand occupations in local workforce investment areas.
- Address high demand occupations statewide.
- Documentation indicating at least ten (10) exiters/completers per year in an employment related area at a rate of 80% or higher for the two previous years.

Due to more requests than available funding, a percentage reduction procedure was established. You may determine where to make the reductions. A summary sheet of approved expenditures and the approved *Application for Authorization of Career Education Expenditures* (FV-4) are enclosed. The grant amount represents the Department's share of your total anticipated expenditures. For a new program to receive funding, it must be taught in Fiscal Year 2010. Items reimbursed will be reflective of actual enrollment as entered in Core Data.

The eligible recipient is aware that all state funds granted to it are conditioned upon the availability and appropriation of such funds by the Missouri General Assembly. These funds are subject to reduction or elimination by the Missouri General Assembly at any time, even following award and disbursement of funds. Except as otherwise provided by law, the eligible recipient shall hold the Department harmless for any reduction or elimination of state funds granted to it. In the event of non-appropriation or reduction of appropriation and notice, the eligible recipient shall immediately cease further expenditures under any state project.

Reimbursement percentages (75% equipment, 50% all others) will be used to calculate your actual reimbursement on the FV-2 to be submitted on or before March 31, 2010. If you have the local match, you may wish to submit new FV-4's for career education 50/50 equipment funds to the appropriate section director. Do not submit items for 50/50 reimbursement that have been approved for an Enhancement Grant, unless the reimbursement will exceed the grant amount awarded.

Thank you for your interest in improving career education in Missouri. If you have questions or need assistance with the Enhancement Grant process, please contact Don Walker, Director of Administration and Accountability Services, at (573) 751-8465.

Sincerely,

A handwritten signature in cursive script that reads "Tom Quinn".

Tom Quinn
Assistant Commissioner
Division of Career Education

Enclosures

c: Don Walker

Application for Authorization of Career Education Expenditures

PLEASE READ INSTRUCTIONS ON REVERSE SIDE.

<i>PLEASE READ INSTRUCTIONS ON REVERSE SIDE.</i>		
Fiscal Year Ending: June 30, 2010	Co. Dist. Code: 115 - 115	Local Education Agency (LEA): St. Louis Public Schools
Program Codes (Program and Type): 15-24		Mailing Address: 801 North 11th Street
Description of Program: Enhancement Grant		City and Zip Code: St. Louis, MO 63101

Items Submitted For Approval

[illegible]

Total Estimated Cost	\$ 8,896
-----------------------------	-----------------

CERTIFICATION

The local education agency hereby requests authorization to expend funds for Career Education. The title to equipment and teaching aids is to be vested in the school district with accountability to the Division of Career Education. The LEA will follow the Division of Career Education's equipment guidelines. The LEA will furnish the Division of Career Education information required for supporting claims for funds and maintain the inventory records.

Date : 02/23/2009

Signed

(Chief Administrator)

[illegible]

LED

Program Director

2020 1 2009

Approval Date _____

12/1/78

Application for Authorization of Career Education Expenditures

PLEASE READ INSTRUCTIONS ON REVERSE SIDE.

PLEASE READ INSTRUCTIONS ON REVERSE SIDE.		
Fiscal Year Ending: June 30, 2010	Co. Dist. Code: 115 - 115	Local Education Agency (LEA): St. Louis Public Schools
Program Codes (Program and Type): 15-24		Mailing Address: 801 North 11th Street
Description of Program: Enhancement Grant		City and Zip Code: St. Louis, MO 63101

Items Submitted For Approval

[illegible]

Total Estimated Cost \$ 7,548

CERTIFICATION

The local education agency hereby requests authorization to expend funds for Career Education. The title to equipment and teaching aids is to be vested in the school district with accountability to the Division of Career Education. The LEA will follow the Division of Career Education's equipment guidelines. The LEA will furnish the Division of Career Education information required for supporting claims for funds and maintain the inventory records.

Date : 02/23/2009

Signed

Signed Frank J. Lopez, Sr.
(Chief Administrator)

[illegible]

Program Director

Approval Date

PAGE OF

Account	Amount	Account	Amount
G/L ACCT	6443	COST CENTER-	826-KS-110
			Fund

Plant/Storage Location:
School: Roosevelt High School Rm 311
ATTN: Christopher McNeil/Joyce Southerland-Wade
Address: 3230 Hartford St.
St. Louis, MO 6311
Phone 314-776-6040 Room ext: 6311

Vendor Code: 600005394 Commodity Code:
Vendor Name: DELL World wide
Address:

Phone No: Fax No:

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
414822166	5	852.00 715.00	4,260.00 3575.00		Optiplex 740 Desktop, Level 1 - Dell Computer
TOTAL ESTIMATED COST			4,260.00	3575.00	

SEND FORM(S) TO:

DATE: 01-23-09

DATE:

Paul Cady
Career and Technical Education
801 North 11th Street
St. Louis, MO 63101
Phone: 314-345-4532
FAX: 314-345-4540

PAGE 1 OF 1

**CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM**

Plant/Storage Location:

ATTN: M. Conner

St. Louis, Mo. 63106

Phone: 314-371-0394 Room ext: 1209

Vendor Name:

Phone No:

Fax No:

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
	1	6861.00	6861.00		PowerEdge Energy Smart 2950 III
		6998.64	6998.64		
					See attached online review summary.
TOTAL ESTIMATED COST			\$6861.00	\$6998.64	

SEND FORM(S) TO:

REQUESTED BY:

DATE: 1-30-09

APPROVED BY:

APPROVED BY: Frank J. Lopez, Sr. Auditor
Supervisor

DATE:

Paul Cady
Career and Technical Education
801 North 11th Street
St. Louis, MO 63101
Phone: 314-345-4532
FAX: 314-345-4540



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Review Summary

1. COMPONENTS

2. SERVICES & SUPPORT

3. REVIEW SUMMARY

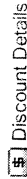
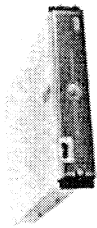
PowerEdge Energy Smart 2950 III

Starting Price
Instant Savings

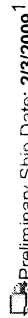
\$6,961
\$100

Subtotal

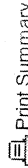
\$6,861



Discount Details



Preliminary Ship Date: 2/3/2009¹



Print Summary



E-Value Code: productdetails~pedge_2950_3 - bedwygr

Please Take a Moment to Review

Review Your PowerEdge Energy Smart 2950 III

Date & Time: 1/26/2009 3:43:28 PM

PowerEdge Energy Smart 2950 III

Quad Core Intel® Xeon® L5410, 2x6MB Cache, 2.33GHz, 1333MHz FSB, ES, Windows Server® 2008, Enterprise Edition, Includes 25 CALs

Unit Price: \$6,961
- \$100

SYSTEM OPTIONS

PowerEdge Energy Smart 2950 III

Quad Core Intel® Xeon® L5410, 2x6MB Cache, 2.33GHz, 1333MHz FSB, ES

edit

Additional Processor

Single Processor only

edit

Memory

4GB 667MHz (4x1GB), Dual Ranked DIMMs, Energy Smart

edit

Operating System

Windows Server® 2008, Enterprise Edition, Includes 25 CALs

edit

Operating System Addition

None

edit

Pov

Sm:

Start:

Instar

Subt:

Di

Pr

Pr

Ci

yc

OS Partitions	Maximum Partition Size for Microsoft OS	edit
Chassis Configuration	Rack Chassis w/Sliding Rapid/Versa Rails and Cable Management Arm, Universal	edit
Primary Controller	SAS 6/iR Integrated, x8 Backplane	edit
2nd Controller	None	edit
Backplane	1x8 Backplane for 2.5-inch Hard Drives	edit
Hard Drive Configuration	Integrated SAS/SATA, SAS 6/iR Integrated, No RAID	edit
Primary Hard Drive	73GB 15K RPM Serial-Attach SCSI 3Gbps 2.5-in HotPlug Hard Drive	edit
2nd Hard Drive	None	edit
3rd Hard Drive	None	edit
4th Hard Drive	None	edit
5th Hard Drive	None	edit
6th Hard Drive	None	edit
7th Hard Drive	None	edit
8th Hard Drive	None	edit
Riser Card	Riser with 3 PCIe Slots	edit
Power Supply	Energy Smart Redundant Power Supply with Y-Cord	edit
Memory Configuration	Power Cord, NEMA 5-15P to C14, 15 amp, wall plug, 10 feet / 3 meter	edit
Bezel	Rack Bezel	edit

SOFTWARE OPTIONS

Open Manage Subscription	None	edit
Corporate AntiVirus	None	edit
MS SQL Server	None	edit
MS SQL Server OEM CAL Packs	None	edit
Multipack Operating Systems	None	edit

NETWORKING OPTIONS

Remote Management	None	edit
Network Adapter	Dual Embedded Broadcom® NetXtreme II 5708 Gigabit Ethernet NIC	edit
TCP/IP Offload Engine Enablement	LOM NICs are TOE Ready	edit
Additional External Storage Interconnect	None	edit

STORAGE BACKUP OPTIONS

Uninterrupted Power Supply None


[edit](#)

OTHER OPTIONS

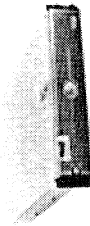
- CD/DVD Drive DVD-RW, SATA, Internal [edit](#)
- Cable None [edit](#)
- Floppy Drive No Floppy Drive with Filler Panel [edit](#)
- Keyboard Keyboard and Optical Mouse, USB, Black, English, with 17 LCD Monitor [edit](#)
- Server Accessories None [edit](#)
- Environmental Options None [edit](#)
- Documentation Electronic Documentation and OpenManage DVD Kit [edit](#)
- Additional Documentation None [edit](#)
- HBA Additional Documentation None [edit](#)


SERVICE OPTIONS

- Hardware Support Services 3Yr BASIC SUPPORT: 5x10 HW-Only, 5x10 NBD Onsite [edit](#)
- Data Protection Offers None [edit](#)
- Installation Support Services No Installation Assessment [edit](#)
- Dell Certified Enterprise Engineer Program None [edit](#)
- Proactive Maintenance None [edit](#)
- Keep Your Hard Drive None [edit](#)
- Dell Recycling None [edit](#)
- Asset Tags Dell Contact Information on System None [edit](#)

 Add to My Saved Items
Compare, store and retrieve
your system configurations

 Add To Cart



 Preliminary Ship Date: 2/3/2009



SAINT LOUIS PUBLIC SCHOOLS

Date: January 6, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 01-26-10-22
Information: ☐
Conference: ☐
Action: ☒

SUBJECT:

To approve the purchase of desktop computers from World Wide Technology, Inc. for a cost not to exceed \$23,255.00 for the period beginning January 27, 2010 through June 30, 2010.

BACKGROUND:

The desktop computers purchased will be used to upgrade Business Education Labs at McKinley Classical Leadership High School, Soldan International Studies High School and Metro High School, Bio-Technology and Health Occupations Labs at C. C. Miller Career Academy. These purchases will give the students state-of-the-art technology and provide greater hands on experience. Funding is provided by the Carl Perkins Grant for Career and Technical Education programs.

CSIP: Goal 2: Process Performance

Row: 39

MSIP: 7.3.3

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

Fund Source: 290-1394 6443 826 KZ	Non-GOB	Requisition #: 10116426, 10116427, 10116428
Amount: 23255.		
Fund Source:		Requisition #: 10116429, 10116430
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$23,255.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600005444

Department: Career & Technical Ed.

Requestor: Frank J. Logan, Sr.

Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM

FILE COPY APPROVED

SHIP TO:

Plant/Storage Location:

School: Clyde C. Miller Career Academy

ATTN: P. Halter / A. Smith

Address: **1000 N. Grand Blvd.**

St. Louis, Mo. 63106

Phone: 314-371-0394 Room ext: 3134

Vendor Code:

Commodity Code

Vendor Name: DELL (per SLPS Technology web link attached)

Address:

Phone No:

Fax No:

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
	5	852.00 715.00	4260.00 3575.00		Optiplex 740 Desktop, Level 1 - Dell Quote #474822166 (See Attached).
					World Wide
					Quote # 473850148
					World Wide
					Tech.
TOTAL ESTIMATED COST			3575.00 3575.00		
		\$4260.00	3575.00		

SEND FORM(S) TO:

DATE: 12-08-09

Paul Cady

Career and Technical Education

DATE: 2/11/09

801 North 11th Street

St. Louis, MO 63101

Phone: 314-345-4532

FAX: 314-345-4540

REQUESTED BY:

APPROVED BY: _____

Supervisor

**CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM**

FILE COPY APPROVED

SHIP TO:

Plant/Storage Location:

School: Clyde C. Miller Career Academy

ATTN: P. Halter / S. Mohr

Address: **1000 N. Grand Blvd.**

St. Louis, Mo. 63106

Phone: 314-371-0394 Room ext: 3134

-0394

Vendor Code:

Commodity Code

Vendor Name: DELL (per SLPS Technology web link attached)

Address: World Wide Technology

Phone No.:

Fax No.:

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
	5	852.00 175.00	4260.00 875.00		Optiplex 740 Desktop, Level 1 - Dell Quote #414822166 (See Attached)
					World Wide
					Quote # 473850148
TOTAL ESTIMATED COST		\$4260.00 3,575.00			

SEND FORM(S) TO:

DATE: 12-08-09

*Paul Cady
Career and Technical Education
801 North 11th Street
St. Louis, MO 63101
Phone: 314-345-4532
FAX: 314-345-4540*

DATE: Feb 10/05

REQUESTED BY:

APPROVED BY: Frank J. Popper Sr.
Supervisor

CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM

FILE COPY

APPROVED

SHIP TO:

Plant/Storage Location: _____
School: McKinley
ATTN: Christopher Sparks / Patricia Brown
Address: 5101 McRee Ave.
St. Louis, MO 63110
Phone: 314-776-3300 *Room ext:* 233

Vendor Code: 600005394 Commodity Code
Vendor Name: Dell Worldwide Technologies
Address:

Phone No: 314-416-9500 Fax No: 314-416-9500

Phone No: 314-416-9500 Fax No: 314-416-9503

[illegible]

SEND FORM(S) TO:

REQUESTED BY: Christopher Sparks

DATE: 11/17/09

Paul Cady
Career and Technical Education
801 North 11th Street
St. Louis, MO 63101
Phone: 314-345-4532
FAX: 314-345-4540

APPROVED BY: Mark J. Rogers, Sr.
Supervisor

DATE: 11/23/89

CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM

REQUISITION # 10116429

APPROVED

FILE COPY

SHIP TO:

Plant/Storage Location:

School: METRO High School

ATTN: Lottie Nichols

Address: 4015 McPherson Ave

St. Louis, Mo. 63108

Phone: 314-534-3894 Room ext:

Vendor Code:

Vendor Name: ~~DELL (per SLPS Technology web link attached)~~

Address: Worldwide Technologies

Phone No:

Fax No:

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
	6	-852.00 75.00	-5112.00 450.00		Optiplex 740 Desktop, Level 1 - Dell Quote #414822166 (See Attached). Quote: 473850148 Per M. Howell Technology Dept
TOTAL ESTIMATED COST	\$5112.00	\$4,290.00			

SEND FORM(S) TO:

REOUESTED BY:

DATE: 11-23-09

Paul Cadv

Career and Technical Education

801 North 11th Street

St. Louis, MO 63101

Phone: 314-345-4532

FAX: 314-345-4540

REQUESTED BY: Paul A. Diabter

APPROVED BY: Frank (K. Koon

Supervisor

PAGE _____ OF _____

FILE COPY

APPROVED

Plant/Storage Location:

ATTN: Zimny/Copple

St Louis, MO 63108

Phone:	314-367-9222	Room ext:
--------	--------------	-----------

Commodity Code

Welt-Weltweite

Vendor: #600005394

Fax No.:

[illegible]

SEND FORM(S) TO:

Kimberlee Zimmey

APPROVED BY: Frank J. Tupper, Jr.
Supervisor

DATE: 4/4/09

Career and Technical Education

St. Louis, MO 63101

FAX: 314-345-4540



SAINT LOUIS PUBLIC SCHOOLS

Date: January 6, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Agenda Item:

Information:

Conference:

Action:

<input type="checkbox"/>	01-26-10-23
<input type="checkbox"/>	
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	

SUBJECT:

To approve the purchase of desktop computers from World Wide Technology, Inc. in an amount not to exceed \$5,080.00 for the period beginning January 27, 2010 through June 30, 2010.

BACKGROUND:

The equipment purchased will be used to upgrade the Respiratory Therapy Program at Beaumont High School. The equipment has been approved by DESE under the 2010 50/50 Grant. The grant reimburses the district 50% of the cost of equipment.

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	39		MSIP:	7.3.3
-------	--------	--	-------	----	--	-------	-------

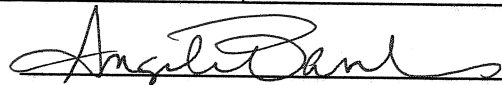
FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

Fund Source: 110 - 1381 - 6542 - 826 - KK	GOB	Requisition #: 10116418
Amount: \$ 790.00		
Fund Source: 110 - 1381 - 6443 - 826 - KK	GOB	Requisition #: 10116096
Amount: \$ 4,290.00		
Fund Source: - - - - -	GOB	Requisition #:
Amount:		
Fund Source: - - - - -	GOB	Requisition #:
Amount: \$ -		
Fund Source: - - - - -	Non GOB	Requisition #:
Amount: \$ -		
Cost not to Exceed: \$ 5,080.00	Pending Funding Availability	Vendor #: Various

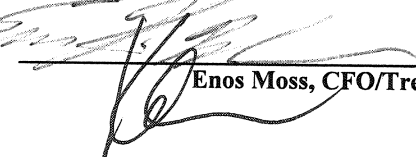
Department: Career & Technical Education

Requestor:

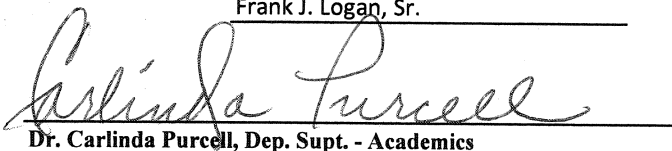
Frank J. Logan, Sr.



Angela Banks, Interim Budget Director



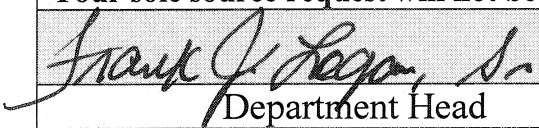
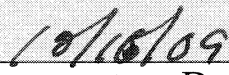
Enos Moss, CFO/Treasurer


Dr. Carlinda Purcell, Dep. Supt. - Academics

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Frank J. Logan, Sr.	Date: 12/16/2009
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 equipment items for the Respiratory Therapy Program at Beaumont High School and the Computer Networking Program at Vashon High School. The expenditures and vendors have been approved by DESE for use with 2010 50/50 Grant Funds.	
Vendor Name: Various See Attached	Email:
Vendor Contact:	Phone Number
Justification Information	
1. Why the uniquely specified goods are required?	
The equipment used for these programs are unique to each individual program.	
2. Why good or services available from other vendors /competitors are not acceptable?	
DESE has given prior approval to selected vendors.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
N/A	
4. List the Names of other Vendors contacted & Price Quotes:	
<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



50/50

Missouri Department of Elementary and Secondary Education

— Making a positive difference through education and service —

MEMORANDUM

TO: School Administrators

FROM: Andy S. Martin *ASM*
Director of Finance
Division of Career Education

DATE: August 7, 2009

SUBJECT: Approved FV-4 Budget Forms

Enclosed are your district's approved Fiscal Year 2010 FV-4 budget forms for your career education programs. Some FV-4 budget forms may still be in the approval process; however, the appropriate program section will mail these forms to you at a later date.

The FV-2 reimbursement forms, which are to be used when applying for reimbursement for these programs, are on the DESE web page. The web address for these forms and others is <http://dese.mo.gov/divcareered/forms.htm>. For equipment items only, a copy of the invoice must accompany the FV-2 reimbursement form.

Equipment purchases for Fiscal Year 2010 must be made after July 1, 2009. The FV-2s for Enhancement Grants and 50/50 Equipment must be submitted to the Finance section by March 31, 2010. All other FV-2s are due by May 14, 2010. However, we encourage you to apply for reimbursement as early as possible to ensure funding. If, during the year, you decide not to purchase any item(s) please contact the appropriate program director so that these funds may be reallocated.

If you have questions regarding the FV-4 approval process, please contact the appropriate program director:

Gavin Allan, Industrial and Health Sciences Education at (573) 751-2584
Cynthia Arendt, Family and Consumer Sciences Education at (573) 751-2644
Terry Heiman, Agricultural Education at (573) 751-3544
Leslie Kerns, Business and Marketing Education at (573) 751-4367

Enclosure(s)



STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
Division of Career Education
P.O. Box 480, Jefferson City, Missouri 65102-0480

RECEIVED

Number: 6-920-004

JUL 08 2009

FV-4

Application for Authorization of Career Education Expenditures

Fiscal Year Ending: June 30, 2010	Vendor Code: 115-115	Local Education Agency (LEA): St. Louis Public Schools
Program Codes (Program and Type): 08-04 05-07		Mailing Address: 801 N. 11 th Street
Description of Program: 50/50 Grant Monies		City and Zip Code: St. Louis, MO 63101

Items Submitted For Approval

Description of Items	Quantity	Estimated Unit Cost	Estimated Total Cost
51.0812 Medical Assistant – Respiratory Therapy: Beaumont High School		\$	\$
Equipment			
Three Section King Privacy Screen w/ Casters, Vinyl, White	4	479	1916
60" Rectangular Table	10	327	3270
48" Computer Table	1	306	306
Distance Learning Adjustable Work Station	1	418	418
Mid Back, Swivel / Tilt Chair	1	232	232
48" Round Table with Pedestal Base	2	355	710
Three-Shelf Monitor Cart	1	383	383
Sharp 26" Digital/HD Monitor	1	766	766
Paladin Complete Nurse Station; including 1-72" Computer Desk Unit, 2-Curved Corner Units, & 1-36" Top Unit with knee space and drawers	1	5338	5338
72" Computer Table	2	724	724
Dell Optiplex 740 – Level 3 Computer w/DVD Burner & DVD/ROM	1	1113	1113
Dell Optiplex 740 – Level 1 Computer	7	937	6559
Percussionaire IPV IC (Institutional Intrapulmonary Percussionator) w/IV Pole, Power Line, and PKG A complete.	1	8435	8435
M500 Oxygen Concentrator (0-5 LPM)	1	1045	1045
Pocket-Dop II System	1	825	825
Adult Arterial Management Trainer	1	517	517
Infant Airway Management Trainer	1	633	633
Laerdal Airway Management Trainer	1	1742	1742
Total Estimated Cost			\$34,932

\$ 6289.09

CERTIFICATION

The local education agency hereby requests authorization to expend funds for Career Education. The title to equipment and teaching aids is to be vested in the school district with accountability to the Division of Career Education. The LEA will follow the Division of Career Education's equipment guidelines. The LEA will furnish the Division of Career Education information required for supporting claims for funds and maintain the inventory records.

Date 7/8/09

Signed [Signature] (Chief Administrator)

FOR STATE OFFICE USE ONLY

County District	School Number	Program Code	Area Code	Year Paid	Year Chg.	Purpose	Expenditure	Reimbursement	State	Federal	Source	Section Code
115-115	1250	05070	-11	10	10	11	34,932	6289	6289		42	4101

7-8-09

Program Director

Approval Date

STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
Division of Career Education
P.O. Box 480, Jefferson City, Missouri 65102-0480

Application for Authorization of Career Education Expenditures

[illegible]

CERTIFICATION

The local education agency hereby requests authorization to expend funds for Career Education. The title to equipment and teaching aids is to be vested in the school district with accountability to the Division of Career Education. The LEA will follow the Division of Career Education's equipment guidelines. The LEA will furnish the Division of Career Education information required for supporting claims for funds and maintain the inventory records.

Date 1/2/09

Signed Frank J. Repa, Jr.
(Chief Administrator)

FOR STATE OFFICE USE ONLY[illegible]

281

Program Director

7-24-09

Approval Date

REQUISITION #

PAGE _____ **OF** _____

CAREER AND TECHNICAL EDUCATION

ST. LOUIS PUBLIC SCHOOLS

REQUEST FOR PURCHASE FORM

Entertainment Weekly

50/50 Grant

G/L ACCT COST CENTER-

Fund.

826-42
110-1381

SHIP TO:

Plant/Storage Location:

School: Beaumont High School

ATTN: Lavelda Reese (Lewis-Bey)

Address: 3836 Natural Bridge Ave.

St. Louis, MO 63107

Phone: 314-533-2410 **Room ext: 209**

Vendor Code:

Commodity Code _____

Vendor Name: Armstrong Medical Industries, INC

Address: 575 Knightsbridge Pkwy
P.O. Box 700

Lincolnshire, IL 60069-0700

Chris Shanks

Phone No: 1-800-323-4220 Fax No:

Phone No: 1-800-323-4220 Fax No:

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] page (00)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
AA-3100	1	\$1,465.20	\$1,465.20		Laerdal Airway Management Trainer page (33)
AP-192-2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] King Driver's License [REDACTED]
S[REDACTED]			[REDACTED]	[REDACTED]	
TOTAL ESTIMATED COST					\$1,465.20

SEND FORM(S) TO:

ii-17-29

DATE: ~~1-29-09~~

DATE: _____

*Paul Cady
Career and Technical Education*

801 North 11th Street

St. Louis, MO 63101

Phone: 314-345-4532

FAX: 314-345-4540

REQUESTED BY: *L. O. DeLoe*

APPROVED BY: _____
Supervisor

G/L ACCT	COST CENTER
6443	

FUND 110-1381

Dei

Round Rock Texas 78682

1-888-375-9857 **Fax No.:**

APPROVED BY: _____

DATE: _____

Paul Cady
Career and Technical Education
801 North 11th Street
St. Louis, MO 63101
Phone: 314-345-4532
FAX: 314-345-4540

PAGE OF

G/L ACCT 6542
 COST CENTER-
 828-KK-110
 Fund 110-1381

Plant/Storage Location

School: BEAUMONT HIGH SCHOOL

ATTN LaVelda Reese- (Lewis-Bev)

Address 3836 Natural Bridge Avenue

St. Louis, MO 63107

Phone: 314-533-2410

Room ext: 209/209

Vendor Code: 600005394

Vendor Name: DELL INC

Address: One Dell Way

Round Rock, Texas 78682

Phone No 1-888-375-9857

Fax No:

SEND FORM(S) TO:

Paul Cady

Career and Technical Education

801 North 11th Street

St. Louis, MO 63101

Phone: 314-345-4532

FAX: 314-345-4540

APPROVED BY:

Supervisor

PAGE 1 OF 1

50/50 or

Enticement Grant

G/L ACCT 6411 COST CENTER- 826-KK-290 Fund 290-2421

School: Beaumont High School _____

ATTN: Lavelda Reese / Lewis-Bev

Address: 3900 Natural Bridge Ave.
St. Louis MO 63107

Room ext: 209 / 407

Commodity Code

Med Resources, Inc.

14605 N. outer 40 Rd., Suite 100

Attn: Kim Mills

Phone No 636-530-4500 Fax No. 636-530-4501

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
RES1100	1	\$775.00	\$775.00	IRC5P	Perfecto2 5-Liter Oxygen Concentrator
TOTAL ESTIMATED COST			\$775.00		

SEND FORM(S) TO:

REQUESTED BY: David Lee

DATE: 11-23-09

APPROVED BY:

DATE:

Supervisor

Paul Cady
Career and Technical Education
801 North 11th Street
St. Louis, MO 63101
Phone: 314-345-4532
FAX: 314-345-4540

REQUISITION #

PAGE _____ **OF** _____

**CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM**

SHIP TO:

Plant/Storage Location:

School: VASHON

ATTN Reginald Ferguson/Jerry Terry

Address 3035 Cass Avenue

ST. LOUIS, MO

Phone: 314-533-9487

Vendor Code:

Vendor Name: TigerDirectL

Address:

Phone No.:

Fax No:

[illegible]

SEND FORM(S) TO:

REQUESTED BY:

DATE: 11-10-09

APPROVED BY:

Supervisor

DATE:

Paul Cady
Career and Technical Education
801 North 11th Street
St. Louis, MO 63101
Phone: 314-345-4532
FAX: 314-345-4540

30E Res#04-17-08-07

REQUISITION # _____

PAGE OF

**CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM**

SHIP TO:

Plant/Storage Location: _____
 School: Yashon High School
 ATTN: Reginald Ferguson
 Address: 3035 Cass Ave.

Vendor Code: _____ Commodity Code _____
Vendor Name: Tiger direct _____
Address: _____

Phone: 314-533-9487 Room ext: 5241

Phone No

Fax No:

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
G70-188515	2	\$229.99	\$459.98	474.93	Nexel Wire Shelving Truck / 72" (W) x 74" (H)
K102-1164	2	\$349.99	\$699.98		Kendell Howard 8U Security Wall Rack Enclosure
K102-1102	1	\$699.99	\$699.99		Kendell Howard 48" Performance LAN Work Bench
K102-1108	1	\$899.99	\$899.99		Kendell Howard 72" Performance LAN Work Bench
V15-1016	1	\$585.99	\$585.99		Xerox D103LS Standalone CD/DVD Duplicator
G100-1120	1	\$479.99	\$479.99		Peladine Ultimate Technician Toolkit
Shipping & Handling			510.38		
TOTAL ESTIMATED COST		\$4525.91	\$73825.42	476.31	

SEND FORM(S) TO:

REQUESTED BY:

DATE:

Career and Technical Education
801 North 11th Street
St. Louis, MO 63101
Phone: 314-345-4532
FAX: 314-345-4540

APPROVED BY: Frank J. Degan, Jr.
Supervisor 2/17/09

Quote No. 212377

Created
11/06/2009

Expires
11/21/2009

Bill To:

ST LOUIS PUBLIC SCHOOLS - BOAR
St Louis School
801 NORTH 11TH ST
ATTN: ACCOUNTS PAYABLE
SAINT LOUIS MO, 63101

Ship To:

ST LOUIS PUBLIC SCHOOLS - BOAR
St Louis School
5101 MCREE
BOOKROOM
SAINT LOUIS MO, 63110
Phone: (314) 231-3720

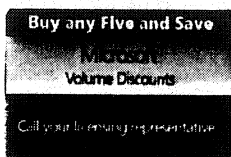
Dear St Louis School,

This document contains your quote summary. Should you have any additional questions or wish to complete your order, please feel free to call us at 877-998-8523. Please refer to quote number 212377 when contacting us for assistance.

Regards,
Kathleen E Phipps
Tel: 877-998-8523
Fax: 919-760-4499
kathleen.phipps@tigerdirect.com

SKU	Manuf Part No	SKU Descrip	Unit Price	Qty	Total
G70-188515	N/A	Nexel 72inW/74inH Wire Shelving Truck	\$239.99	1	\$239.99
K102-1164	N/A	KENDALL HOWARD 8U SECURITY WALL RACK ENCLOSURE	\$349.99	1	\$349.99
K102-1102	5000-3-100-48	Kendall Howard 48" Performance Lan Work Bench	\$699.99	1	\$699.99
K102-1108	5000-3-200-72	Kendall Howard 72" Performance Work Bench/Ful Shel	\$899.99	1	\$899.99
V15-1016	Xerox D103-LS	Xerox D103LS 1:3 Lightscribe CD/DVD Duplicator	\$585.99	1	\$585.99
C100-1120	4932	Paladin Ultimate Technician Tool Kit	\$479.99	1	\$479.99
SUBTOTAL					\$3,255.94
FREIGHT (YELLOW TRUCK)					\$510.38
TAX					\$0.00
TOTAL					\$3,766.32

ADDITIONAL COMMENTS:



Save money on Microsoft software and gain license transfer rights, access to downloads, and host of other benefits thru Volume Licensing. Call your rep for details.

Ask your agent about installation. We now offer expert hardware and software deployment services. No job is too big for us to handle from a simple small network to an enterprise level rollout. [Click here to request an installation quote](#)

115

FORM
G/L ACCY ~~6411~~
COST CENTER-
Fund
290-2421
290-2331

Plant/Storage Location:

ATTN: Lavelda Reese (Lewis-Bey)

St. Louis, MO 63107

Phone: 314-533-2410 *Room ext: 209*

Vendor Code:

Vendor Name: Armstrong Medical Industries, INC

Address: 575 Knightsbridge Pkwy P.O. Box 700

Lincolnshire, IL 60069-0700

Chris Shanks

Phone No: 1-800-323-4220 Fax No:

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
AD-805	1	\$660.00	\$660.00		Pocket-Dop 11 System page (99)
AB-1005	1	\$433.00	\$433.00		Adult Arterial Arm page (38)
AB-2000	1	\$532.00	\$532.00		Infant Airway Management Trainer page (32)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED] (32)
AE-173-2	4	\$391.60	\$1,566.40		Three-Section King Privacy Screen with Casters, Vinyl, White page (74)
Shipping and handling			\$155.00		
TOTAL ESTIMATED COST					

REQUESTED BY: David Raza

APPROVED BY: _____
Supervisor

SEND FORM(S) TO:

Paul Cady
Career and Technical Education
801 North 11th Street
St. Louis, MO 63101
Phone: 314-345-4532
FAX: 314-345-4540



SAINT LOUIS PUBLIC SCHOOLS

Date: January 6, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 01-26-10-24
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve the purchase of 10 networkable printers from Universal Business Supply for a cost not to exceed \$12,600.00 for the period beginning January 27, 2010 through June 30, 2010.

BACKGROUND:

This purchase for networkable classroom printers will enhance Business Education Programs at Beaumont, Sumner, Northwest, Metro, and McKinley High Schools, the Computer Networking Program at Vashon High School, TV Broadcasting Program at Roosevelt High School, General Apparel and Textile Program at Vashon High School and the Health Occupations Program at Beaumont High School. The purchases will give the students state-of-the-art technology and provide greater hands on experience. Funding is provided by the Carl Perkins Grant for Career and Technical Education programs.

CSIP: Goal 2: Process Performance

Row: 39

MSIP: 7.3.3

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

Fund Source: 290-1394 6541 826 KZ	Non-GOB	Requisition #: 10116392, 10116393, 10116394
Amount: 12,600.00.		
Fund Source:		Requisition #: 10116398, 10116399, 10116400
Amount:		
Fund Source:		Requisition #: 10116401, 10116395, 10116397
Amount:		
Cost not to Exceed: \$12,600.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600007542

Department: Career & Technical Ed.

Requestor: Frank J. Logan, Sr

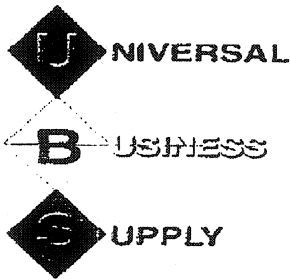
Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Reviewed by Budget: _____



11/3

Attn: Paul Cady
From: Carol Hizer
503.5269

BID

Quotation

November 3rd, 2009

TO:
Board of Education

Attn: Paul
Phone: 314-345-4540

ITEM NO.	QTY	DESCRIPTION	UNIT	PRICE
1062732	5	HP LaserJet CP4005dn Mfg#: H-P-CB504A#ABA	EA EA	\$1,400.00 <i>Delivered</i>

Tax rate: _____

Subtotal
Tax
Total

Stacy Parmeley

Stacy Parmeley
Account Coordinator/Sales Support

4344 Rider Trail North, Earth City, MO 63045

Phone 314-298-0153x125 □ Fax 314-298-7952

Shanks, Pamela D.

From: Pamela Salazar [psalazar@dataspan.com]
Sent: Monday, November 02, 2009 1:15 PM
To: Shanks, Pamela D.
Subject: CP 4005DN Printer

BID

Hi Pam,

The cost for this printer is \$1488.07. The printer is on back order until at least the 16th of November.

The actual part number for the printer is CB504A.

Thanks,

Pam Salazar

Inside sales Support

DataSpan

data storage solutions

D - 877.968.9316

F - 800.541.7982

Email: psalazar@dataspan.com

www.DataSpan.com

Confidentiality Notice: This message is intended exclusively for the individual to whom it is addressed. This communication may contain information that is proprietary, privileged or confidential or otherwise exempt from disclosure. If you are not the named addressee, you are not authorized to read, print, retain, copy, or disseminate this message or any part of it. If you have received this message in error, please notify the sender immediately by e-mail and delete all copies of the message. Thank you.

310

95522320

OFFICE ESSENTIALS INCORPORATED
1450 ASHBY - ST. LOUIS MO 63132
1548 ERIE ST - KANSAS CITY MO
Ph: (866)251-9802 - Fx: (866)740-4958

* * * Q U O T A T I O N * * *
for account 345239
BOARD OF EDUCATION
801 N. 11TH STREET
MAIN OFC-ATTN: PAM BRYANT
ST. LOUIS, MO. 63101
Attn: PAM BRYANT

Quotation No.: Q3094
Prepared by...: JERRY SHAW
Date prepared: 11/02/09
Ref/P.O. #...: PAM BRYANT
General Phone: (314)345-2255
Buyer Phone...: (314)345-2390
Fax.....: (314)

Page: 1

Item	Mfr	Manufacturer	D E S C R I P T I O N	---	Unit	-Qty	Ex'tndd
Nbr.	Cde	Part	Number	--- O F I T E M ---	UOM	--Price	--Price
1	HEW	CB504A.....	PRINTER,CLJ CP4005DN.		Ea	1529.13	1529.13

						Sub-Total-->>	1529.13
						Sales Tax-->>	0.00
						Freight-->>	0.00

						Total Cost-->>	1529.13
							=====

This Quotation is Valid for 30 days through 12/02/09

Delivery: 1 days after receipt of Order

FOB Point: YOUR OFFICE

If you have any questions regarding this Quotation
please call (866)251-9802 and ask for JERRY SHAW

16116392

06227

826-228

600007542

Vendor Code:

Commodity Code

Vendor Name: UNIVERSAL BUSINESS SUPPLY

Address:

Phone: 314-533-2410

Room ext: 209**Phone No**

Fax No:

SEND FORM(S) TO:

DATE:

[Signature]
Supervisor

Supervisor

Career and Technical Education

St. Louis, MO 63101

FAX: 314-345-4540

**CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM**

G/L ACCT 6541

Plant/Storage Location

School: BEAUMONT HIGH SCHOOL

ATTN LaVelda Reese-/Lewis Bev

Address 3836 Natural Bridge Avenue

St. Louis, MO 63107

Phone: 314-533-2410 **Room ext: 209**

Vendor Code:

Vendor Name: **UNIVERSAL BUSINESS SUPPLY**

Address:

Phone No

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
1062732	1	1,400.00	1,400.00	1062732	HP LaserJet CP4005DN/MFG#: HP-CB504a#ABA
TOTAL ESTIMATED COST				Total \$1,400.00	

SEND FORM(S) TO:

REQUESTED BY:

DATE:

Paul Cady

APPROVED BY: Frank J. Lopez, Jr.
Supervisor

DATE: 10/14/09

Career and Technical Education
801 North 11th Street
St. Louis, MO 63101
Phone: 314-345-4532
FAX: 314-345-4540

**CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM**

M
G/L ACCT- ~~241~~ 6541
COST CENTER- 826-K2-290
Fund 290-1344

Plant/Storage Location
School: SUMNER HIGH SCHOOL
ATTN GREEN-GAINES
Address 4268 COTTAGE Avenue
St. Louis, MO 63107
Phone: 314-371-1048 *Room ext:*

Vendor Code: _____ Commodity Code _____
Vendor Name: **UNIVERSAL BUSINESS SUPPLY**
Address: _____

Phone: 314-371-1048**Room ext:**

Phone No: _____ Fax No: _____

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
1062732	1	1,400.00	1,400.00	1062732	HP LaserJet CP4005DN/MFG#: HP-CB504a#ABA
TOTAL ESTIMATED COST		Total \$1,400.00			

SEND FORM(S) TO:

REQUESTED BY:

DATE:

Paul Cady
Career and Technical Education
 801 North 11th Street
 St. Louis, MO 63101
 Phone: 314-345-4532
 FAX: 314-345-4540

APPROVED BY: Frank J. Papp, Jr.
Supervisor

CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM

826-12290 Fund 290-1394

Phone: 314-385-4774

Room ext:

Address:

Phone No _____ **Fax No:** _____

SEND FORM(S) TO:

APPROVED BY: Frank J. Lopez, Jr.
Supervisor

Career and Technical Education
801 North 11th Street
St. Louis, MO 63101
Phone: 314-345-4532
FAX: 314-345-4540

CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM

SHIP TO:

Vendor Code: _____
Commodity Code: _____

Vendor Name: UNIVERSAL BUSINESS SUPPLY

Address:

St, Louis, MO 63108

Phone No

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
1062732	1	1,400.00	1,400.00	1062732	HP LaserJet CP4005DN/MFG#: HP-CB504a#ABA
TOTAL ESTIMATED COST				Total \$1,400.00	

REQUESTED BY:

Paul Cady

DATE: 12/18/09

Career and Technical Education
801 North 11th Street
St. Louis, MO 63101
Phone: 314-345-4532
FAX: 314-345-4540

**CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM**

06E-27-16

SEND FORM(S) TO:

FAX: 314-345-4540

**CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM**

G/L ACCT	COST CENTER-	Fund-	Fund
6541	806-4430		

Plant/Storage Location

School: METRO HIGH SCHOOL

ATTN: HALTER/NICHOLS

4015 MCPHERSON AVENUE

St. Louis, MO 63108

Phone: 314-534-3894 Room ext:

Vendor Code:

Vendor Name: UNIVERSAL BUSINESS SUPPLY

Address:

Phone No. Fax No:

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
1062732	1	1,400.00	1,400.00	1062732	HP LaserJet CP4005DN/MFG#: HP-CB504a#ABA
TOTAL ESTIMATED COST		Total \$1,400.00			

SEND FORM(S) TO:

REQUESTED BY:

DATE: _____

APPROVED BY: Frank J. Ryan, Jr.
Supervisor

Paul Cady
Career and Technical Education
 801 North 11th Street
 St. Louis, MO 63101
 Phone: 314-345-4532
 FAX: 314-345-4540

**CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM**

CA-1394

FAX: 314-345-4540

SEND FORM(S) TO:

**CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM**

G/L ACCT	COST CENTER-	Fund
605		500

Plant/Storage Location
School: **YASHON HIGH SCHOOL**
ATTN: **TERRY/FERGUSON**
3035 CASS AVE

Vendor Code: _____ Commodity Code _____
Vendor Name: **UNIVERSAL BUSINESS SUPPLY**
Address: _____

St, Louis, MO 63106

Phone: 314-533-9487 Room ext:**Phone No****Fax No:**

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
1062732	1	1,400.00	1,400.00	1062732	HP LaserJet CP4005DN/MFG#: HP-CB504a#ABA
TOTAL ESTIMATED COST			Total \$1,400.00		

SEND FORM(S) TO:

REQUESTED BY:

DATE: _____

APPROVED BY: Frank J. Lopez, Sr.
Supervisor

Paul Cady
Career and Technical Education
 801 North 11th Street
 St. Louis, MO 63101
 Phone: 314-345-4532
 FAX: 314-345-4540

**SAINT LOUIS PUBLIC SCHOOLS****Date:** December 15, 2009**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Carlinda Purcell, Dep. Supt., Academics**VENDOR SELECTION METHOD:**

- ☒ RFP/Bid 010-0910
☐ Sole Source
☐ Contract Renewal
☐ Ratification

Previous Bd. Res. #:

Agenda Item 01-26-10-25
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve a contract with Linhardt Consulting Services for consulting services for Career and Technical Education at a cost not to exceed \$8,100.00 for the period beginning January 27, 2010 through June 30, 2010.

BACKGROUND:

The Division of Career and Technical Education annually engages in a system-wide effort for program improvement. This is in compliance with MSIP and DESE guidelines under the Carl Perkins federal vocational funds. This effort includes the development of a program effectiveness review system, the implementation of the review system with all 60+ technical teachers, ongoing feedback and monitoring, and analysis of service delivery. This also includes the development and revision of any Technical Education curriculum that may impact the overall program improvement effort, as well as Federal/State funding issues.

CSIP: Goal 2: Process Performance**Row:** 40**MSIP:** 7.3.4**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)

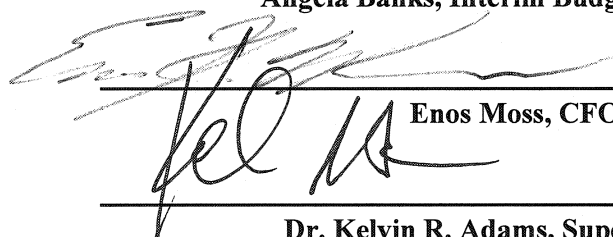
Fund Source: 110-2421 6319 826 00	GOB	Requisition #: 10116415
Amount: 8,100.		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$8,100.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600007514

Department: Career & Technical Ed.**Requestor:** Frank J. Logan, Sr.

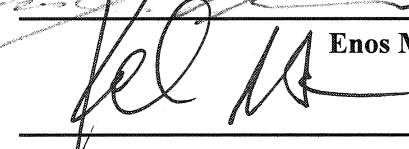

Dr. Carlinda Purcell, Dep. Supt., Academics



Angela Banks, Interim Budget Director



Enos Moss, CFO/Treasurer



Dr. Kelvin R. Adams, Superintendent

5.3 Part II – Cost / Pricing Proposal

ATTACHMENT B COST / PRICING PROPOSAL

Acc-1.4
110-2421
826-00-110
6319
10116415

1. The following describes our cost/pricing proposal to provide services specified in Attachment A – Scope of Services of the Career and Technical Education (CTE) Program Review, Career and Technical Education (CTE) Program Review, dated November 6th, 2009; as delineated at the beginning of this proposal.

Elements of Cost / Pricing Cost

Develop the 2011 Enhancement Grant application for existing Career and Technical Education programs. 8 days; 64 hours @ \$50.....\$3,200
Review and possibly revise the District's Program Effectiveness Review System. 1 day; 8 hours @ \$50.....\$ 400
Administer the 2010 Program Effectiveness Review, including:
1. Preparation of documents;
2. Meeting with District staff regarding the 2010 Program Effectiveness Review.
3. Administering the student survey, instructor survey, and advisory committee survey; and district data collection retrieval for all programs being reviewed; and
4. Preparation of the final individual program and district reports, including all data summaries to focus program improvement efforts.
11.25 days; 90 hours @ \$50.....\$ 4,500

Total

\$ 8,100

2. Brief Explanation of the Services to be provided under the above cost/pricing proposal.

A brief explanation is delineated above in section 1 of this Attachment.

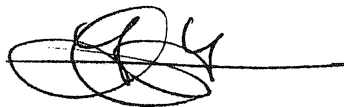
3. Optional Proposal

Elements of Cost / Pricing Cost

No optional proposals are included

4. Please attach the detail addressing Sections 5.3.2 and 5.3.3 as Attachment B, Exhibit 1.

No Exhibit 1 is necessary.



Signature of Authorized Official

November 22, 2009

Date

Linhardt Consulting Services
Company Name

Evaluation Form RFP# 010-0910

Vendor Name: **Linhardt Consulting Services**

Total price and cost effectiveness of proposal (Max 25)	Score	
	Sub total	25
Overall Proposal (Max 20)		
	Sub total	20
Prior working relationship with the district (Max 10)		
	Sub total	10
Vendor's experience and demonstrated expertise (Max 20)		
	Sub total	19
Vendor's demonstrated knowledge of CTE (Max 10)		
	Sub total	9
M/WBE Participation (Max 15)		
	Sub total	10
	Total Score	93

Evaluator's Name:

P. J. Cody

Date:

12-11-09

Evaluator's Dept:

Career & Tech Ed.

Evaluation Form RFP# 010-0910

Vendor Name: MGT of America, Inc.

Total price and cost effectiveness of proposal (Max 25)		Score
	Sub total	15
Overall Proposal (Max 20)		
	Sub total	15
Prior working relationship with the district (Max 10)		
	Sub total	8
Vendor's experience and demonstrated expertise (Max 20)		
	Sub total	15
Vendor's demonstrated knowledge of CTE (Max 10)		
	Sub total	5
M/WBE Participation (Max 15)		
	Sub total	10
	Total Score	68

Evaluator's Name:

Date: 12-11-09

Evaluator's Dept:

Career & Tech Ed.

Evaluation Form RFP# 010-0910

Vendor Name: **Linhardt Consulting Services**

Total price and cost effectiveness of proposal (Max 25)	Score
	Sub total 25
Overall Proposal (Max 20)	
	Sub total 19
Prior working relationship with the district (Max 10)	
	Sub total 10
Vendor's experience and demonstrated expertise (Max 20)	
	Sub total 20
Vendor's demonstrated knowledge of CTE (Max 10)	
	Sub total 10
M/WBE Participation (Max 15)	
	Sub total 0
	Total Score 84

Evaluator's Name:

Date:

Evaluator's Dept:

Career & Tech Ed.

Evaluation Form RFP# 010-0910

Vendor Name: **MGT of America, Inc.**

Total price and cost effectiveness of proposal (Max 25)	Score
	Sub total 10
Overall Proposal (Max 20)	
	Sub total 5
Prior working relationship with the district (Max 10)	
	Sub total 5
Vendor's experience and demonstrated expertise (Max 20)	
	Sub total 10
Vendor's demonstrated knowledge of CTE (Max 10)	
	Sub total 5
M/WBE Participation (Max 15)	
	Sub total 0
	Total Score 35

Evaluator's Name: Frank J. Logan, Jr.

Date: 12/14/09

Evaluator's Dept: Career & Tech Ed.



SAINT LOUIS PUBLIC SCHOOLS

Date: January 5, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Agenda Item:
 Information:
 Conference:
 Action:

X

01-26-10-26

SUBJECT:

To approve the contract with Linda Bell to serve as the director of the AVID Program for the period beginning January 27, 2010 and ending June 15, 2010. The contract amount is not to exceed \$9,000.

BACKGROUND:

In order to conduct a certified AVID Program, it is necessary to have an AVID trained and certified director. Ms. Bell is the current, acting director and it is requested that Ms. Bell be placed on contract for the remainder of the 2009-10 school year to continue to fill this role.

CSIP: Goal # SLPS Goal #1 - Performance

Row #

11

MSIP: 9.4.1

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

Fund Source: 620 - 2214 - 6319 - 814 - T2 Non GOB

Requisition #: 10116512

Amount: \$ 9,000.00

Fund Source: - - - - -

Requisition #:

Amount:

Fund Source: - - - - -

Requisition #:

Amount:

Cost not to Exceed: \$ 9,000.00

Pending Funding Availability

Vendor #:

Department: School Improvement

Angela Banks, Interim Budget Director

Requestor:

Dr. Diane Cox

Enos Moss, CFO/Treasurer

Dr. Carlinda Purcell, Dep. Supt. - Academics

Dr. Kelvin R. Adams, Superintendent



Kelvin R. Adams, Ph.D.
Superintendent of Schools
Carlinda Purcell, Ph.D.
Chief Academic Officer
Diane Cox, Ph.D
Executive Director
School Improvement

December 14, 2009

TO: Dr. Adams, Superintendent

FROM: M. Diane Cox, Exec. Dir. – School Improvement *WDC*

RE: Director, AVID Program

It has been brought to my attention that in order to conduct a certified AVID program it is necessary to have an AVID trained and certified director. At this time there is no one that has that training, which takes 2 years and approximately \$13,000 to complete according to Linda Bell, current acting director. To that end I am asking the following:

1. To retain Linda Bell as the AVID director for the remainder of the 09-10 school year (until June 15th) – see attached contract and description of AVID program costs; and
2. Determine as soon as possible if we plan to continue AVID so we can begin training a new director. AVID is currently funded in Title IV – please remember it has been indicated by DESE that Title IV monies will go away in the near future but no time has been stated. However, it has been reduced every year for the past few years and it is speculated by state people that reduction may be accelerated given Obama' Race to the Top focus. To that end we need to determine if we want to continue AVID using another funding source and which one if we wish to continue it.

Requisition #: _____

Vendor #: _____

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

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the **9th day of December, 2009** by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and "Linda Bell" (hereinafter "Consultant"). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: _____

Address: _____ 4102 Domenique Ln., St. Louis, MO 63034 _____

Contact Person: _____ Linda Bell _____

Telephone Number: _____ 314-831-7201 _____

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 **1st Day of January, 2010**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **15 Day of June 2010**.
2. **SCOPE OF SERVICES:** The Consultant shall provide services described more fully in Attachment "A" Scope of Services attached hereto, incorporated herein, and made a part of this Agreement ("Scope of Services" or "Services").
3. **PERFORMANCE:** The Consultant agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of Consultant's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Consultant of this responsibility.

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of \$ 9,000.00 upon full completion of services outlined in the scope of services.

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

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

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

To Consultant: Linda Bell
4102 Dominique Ln.
St. Louis, MO 63034
Legal Notice Enclosed

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

22. **WAIVER** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.
23. **SEVERABILITY** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
24. **HEADINGS** The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.

25. **COUNTERPARTS** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
26. **BINDING EFFECT** The Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.
- a. **Special Administrative Board Approval.** It may be necessary to obtain the approval of the Special Administrative Board (hereinafter “SAB” or “Board”) for this Agreement. If so, the Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Consultant of the approval or disapproval of the SAB. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to approval by the SAB and performance of such services hereunder shall be at the sole risk and liability of the Consultant. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.
- b. **Executed Agreement.** This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. The Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such execution. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to the execution of this Agreement and performance of such services hereunder shall be at the sole risk and liability of the Consultant.
27. **RIGHTS CUMULATIVE** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies which such party may have, whether by present or future law or pursuant hereto, and each party shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or other remedy without thereby waiving or being barred or stopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.
28. **CONSULTANT REPRESENTATIONS** Consultant acknowledges and represents that (i) Consultant is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder (ii) the entering into this Agreement has been duly approved by the Consultant, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Consultant and to bind Consultant to the terms hereof, and (iv) Consultant will comply with all State, Federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Consultant also agrees to abide by all applicable District policies and regulations.

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

30. **CONSULTANT'S PERSONNEL**

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

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

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

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

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

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

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

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

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

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

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

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

LINDA BELL
4102 DOMENIQUE LANE
ST. LOUIS, MO 63034

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

By: _____

Title: Consultant

Date: _____

Tax I.D. No _____

By: _____

Title: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES

☒ **Consultant Services**

- a. Oversee the successful implementation of the AVID program
- b. Coordinate professional development
- c.

☒ **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: _____ (signature)

Printed Name and Title: Linda Bell, Director-AVID Programs

For and on behalf of: St. Louis Public Schools

ATTACHMENT C

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, Linda Bell, 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 St. Louis Public Schools and have authority to issue this
affidavit on its behalf.

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

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

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For St. Louis Public Schools

Title: Director – AVID Programs

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

NOTARY PUBLIC

My commission expires:



Board of Education of the City of St. Louis
CAREER OPPORTUNITY

Position Title:	<i>Safe and Drug Free School/AVID Tutorial Support Coordinator</i>
Payroll/Personnel Type:	<i>12 months</i>
Reports to:	<i>Chief Academic Officer</i>

Position Summary:

Assist the AVID Director / SDFS Coordinator with the following responsibilities:

Essential Functions:

- *Conduct meetings with AVID site coordinators*
- *Arrange appointments with local colleges to recruit tutors*
- *Facilitate training sessions for tutors*
- *Assist the AP Coordinator with the AP Grant*
- *Assist with processing payroll*
- *Conduct meetings with Tm. Leaders.*
- *Attend SDFS Meeting*
- *Schedule buses for field trips*
- *Plan and /or draft proposals and contracts*
- *Maintain and adhere to compliances with all awarded contracts and grants*
- *Attend CHARACTERplus monthly meetings*

Experience:

Required:

1. *Minimum of two years tutoring experience*
2. *Knowledge of AVID program, tutorial experience preferred*

Education:

- *BA Business/Marketing*
- *BA Education*

Knowledge, Skills and Abilities:

- *Proficient Microsoft (Word, Excel, Power Point)*
- *Assist with AVID certification report and self-study continuum*
- *Facilitate training sessions*
- *Excellent oral and written communication skills*
- *Able to maintain professional working relationships with staff, teachers, vendors and agencies*
- *Good organizational skills and capable of performing multi-task*

To apply submit letter of interest/resume to:

St. Louis Public Schools
Human Resources
801 N. 11th St.
St. Louis, MO 63101

FAXED COPIES ARE NOT ACCEPTABLE



SAINT LOUIS PUBLIC SCHOOLS

Date: December 17, 2009

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Agenda Item:

Information:

Conference:

Action:

<input type="checkbox"/>	01-26-10-27
<input type="checkbox"/>	
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	

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, 2010 through December 31, 2010.

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 to three months after the grant period begins.) The district is not required to match these grant funds or to provide inkind services.

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

Row #

47

MSIP: 7.6.1

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

Fund Source: 260 - 1671 - 6113 - 827 - 00 Non GOB

Amount: \$ 522,838.00

Requisition #: _____

Fund Source: 260 - 1673 - 6143 - 827 - 00 Non GOB

Amount: \$ 277,162.00

Requisition #: _____

Fund Source: - - - -

Amount:

Requisition #: _____

Cost not to Exceed: \$ 800,000.00

Pending Funding Availability

Vendor #: _____

Department: Community Education

Requestor:

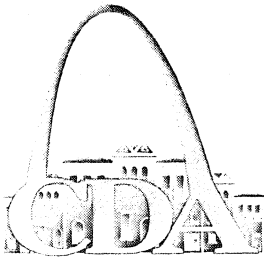
John Windom

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



City of St. Louis
COMMUNITY DEVELOPMENT ADMINISTRATION

Francis G. Slay
Mayor
Barbara A. Geisman
Executive Director for Development
Jill Claybour
Acting Executive Director

November 3, 2009

Mr. John Windom
St. Louis Board of Education
801 North 11th Street
St. Louis, MO 63101

RE: Contract #10-10-60 Community Education Centers

Dear Mr. Windom:

Please be advised that the St. Louis City Board of Aldermen and the St. Louis City Board of Estimate and Apportionment have approved the activities and funding allocations that will be submitted in CDA's 2010 Action Plan to the U. S. Department of Housing and Urban Development on November 15, 2009. A 2010 CDBG budget amount of \$800,000 has tentatively been set for your agency.

Enclosed you will find a copy of a funding application that must be completed and submitted to CDA before processing of your 2010 contract may begin. Please note the following:

- Included in the application packet is a draft work program which must be completed.
- If any portion of your block grant funds is used to pay salaries, please be sure to complete a personnel schedule and/or per performance schedule. Please note that there are 26.1 pay periods in 2010.

Your completed application must be received in our offices no later than 4:00 p.m., Wednesday, November 25, 2009, to allow for the timely processing of your contract. The application, in electronic format, will be e-mailed to your agency's e-mail address on file in our offices. If you do not receive the electronic version by Friday, November 6, 2009, please contact Valerie Durham at 622-3400, ext. 227.

The operating agency training will be conducted in room #1030 of our building on Monday, December 14, 2009, from 9:00 a.m. – 12:00 p.m. for agencies providing public service, administration and economic development activities. It is **mandatory** that staff responsible for financial and programmatic reporting attend the training. Unfortunately, we are unable to provide free parking.

Mr. John Windom
St. Louis Board of Education
November 3, 2009
Page 2

I look forward to working with your agency in 2010. Please feel free to contact your program monitor or myself if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lorna Alexander".

Lorna Alexander
Special Assistant for Development

Enclosures

PART B
WORK PROGRAM - BUDGET

CONTRACT NAME: Community Education Centers
CONTRACT NUMBER: 10-10-60
OPERATING AGENCY: St. Louis Board of Education
ADDRESS: 801 N 11th Street, 63101
CONTACT PERSON: John Windom/Peg Pedersen
CONTRACT PERIOD: January 1, 2010 - December 31, 2010
CONTRACT AMOUNT: \$800,000
BOARD OF E & A:
CONSOLIDATED PLAN #: 0011
CONS. PLAN CATEGORY: Public Services
NATIONAL OBJECTIVE: Low/Mod Area Benefit
TELEPHONE NUMBER: 345-4590 **FAX NUMBER:** 345-4599
E-MAIL ADDRESS: megan.owens@slps.org
PROGRAM MONITOR: Antoinette Clark

GRANTEE: ☐ **SUBGRANTEE:** ☐ **SUBRECIPIENT:** ☒

COMMUNITY BASED DEVELOPMENT ORGANIZATION: ☐

COMMUNITY HOUSING DEVELOPMENT ORGANIZATION: ☐

ORGANIZATIONAL STATUS:

NON-PROFIT MINORITY ORGANIZATION: ☐

NON -PROFIT WOMEN ORGANIZATION: ☐

Mission Statement:

Community Education Full Service Schools (CEFSS) enhance the positive interaction between the school district and the broader community by providing a wide range of experiences for persons of all ages. A sampling of services and programs to be offered for youth and adults at 13 strategically located CEFSS's, each serving as a hub within a geographical region, include: educational achievement classes, vocational education training, literacy/reading opportunities, linkages to social services, leadership development activities, summer enrichment offerings, neighborhood stabilization experiences, senior citizen programming, recreation, and organized sports. Approximately 14,000 enrollments reflecting city resident participation in CEFSS activities will occur in the year 2010. These participants, based on considerable experience, will be comprised primarily of low to moderate income youth and adults.

The Operating Agency shall complete a minimum of the following objectives in a manner acceptable to CDA, in accordance with the schedule, budget and conditions furnished below. CDA reserves the right to revise or otherwise alter established objectives and criteria during the program year in an effort to allow for meaningful program measurement and evaluation which will directly impact future funding recommendations. Operating Agencies must provide for evaluation of their programs which measures not only their ability to satisfactorily complete program goals and objectives, but also the impact or effect their services have upon clients and their quality of life.

Objective 1: To implement full time Community Education Full Service Schools utilizing a minimum of 11 St. Louis public schools located in low and moderate income areas of the city. Community Education Full Service Schools are to function as community centers for their neighborhoods.

Criteria: Community Education Full Service Schools are located at:

1. Bevo-Long CEFSS- 5028 Morganford (63116)
2. Lyon @ Blow CEFSS - 516 Loughborough (63111)
3. Clay CEFSS- 3820 North 14th Street (63107)
4. Ford CEFSS - 1383 Clara (63112)
5. Hamilton CEFSS - 5819 Westminster (63112)
6. Mullanphy CEFSS - 4221 Shaw (63110)
7. Sigel CEFSS - 2039 Russell (63104)
8. Stevens CEFSS - 1033 Whittier (63113)
9. Vashon CEFSS- 3035 Cass (63106)
10. Walbridge CEFSS - 5019 Alcott (63120)
11. Yeatman-Liddell CEFSS - 4265 Athlone (63115)
12. Nottingham CEFSS - 4915 Donovan (63109) (funded by SLMofE)
13. Shaw VPA CEFSS - 5329 Columbia (63139) (funded by SLBofE)

Objective 2: To orchestrate individual Community Education Full Service Schools Council Meetings at least five times a year to discuss, review, evaluate, and initiate program direction, content and quality.

Criteria: Focus on the implementation of community education tenets and assist in the evaluation of the Community Collaborative Specialist.

Criteria: Ensure that the proper programs and services occur and that participants receive direct benefits.

Criteria: Strengthen activities conducted independently or with other groups and programs and special events aimed at improving community problem solving in such areas as beautification, crime, youth and housing.

Objective 3: Plan, advertise and conduct programs for various age groups in the areas of employment skills, home repair and management, consumerism, basic and advanced academic skills, basic citizenship skills, arts and crafts, sports and recreational activities, and improved personal and family mental and physical health. The programs are to be conducted in a manner necessary to provide direct benefits to participants.

Criteria: Provide a full time (at least 40 hours per week) Community Collaborative Specialist, at each of the 11 Community Education Full Service Schools. The St. Louis Board of Education will provide Community Collaborative Specialists at 2 additional Community Education Full Service Schools.

Criteria: Utilize Community Development Block Grant funding exclusively for 6 Community Collaborative Specialists salaries and benefits, the program costs for the 11 Community Education Full service Schools, and system wide support for marketing, supplies and activities.

Criteria: Utilize CDBG funds to support the salary and benefits for Budget Specialist, who will also be funded from the Community Development Block Grant.

Criteria: Schedule programs and enrollments per term as follows:

200 programs; 4,100 enrollments	Winter term
200 programs; 4,100 enrollments	Spring term
25 programs; 1,700 enrollments	Summer term
200 programs; 4,100 enrollments	Fall term
Total: 625 programs; 14,000 enrollments	

Criteria: Print and distribute a schedule of classes twice a year.

Criteria: Maintain at least one vocational and one educational class at each CEFSS for each term.

Objective 4: Support the efforts of other community organizations in the implementation of activities and special events aimed at improving community problem solving in such areas as beautification, crime, youth, housing, etc.

Criteria: Provide facilities for meetings, dinners and special events to community groups and organizations. Keep a record of participation.

- Criteria: Participate in programs of ongoing community action groups targeting specific community problems. Keep a record of participation.
- Criteria: Serve as a communication link to the citizens from government agencies and private not-for-profit organizations providing services. Keep a record of activities.

Sanctions:

It is expressly understood that the Operating Agency agrees to comply with all of the terms and conditions set forth in this work program and intends to complete all tasks to the fullest extent possible. Failure by the Operating Agency to comply with all of the terms and conditions of the work program and budget may result in sanctions being imposed upon the Operating Agency. The sanctions for failure to comply with specific work program provisions are described below. When sanctions are imposed for other violations of the contract, they will be determined subsequent to the infraction as determined by the Community Development Administration.

If, in the sole discretion of the Community Development Administration, the Operating Agency (a) fails to comply with federal, state and/or local laws and/or regulations; (b) commits fraud; (c) fails to satisfactorily perform its obligations under this work program as set forth in the Mission Statement and Objectives; (d) fails to conduct its business with responsible persons by allowing any of the work program funds to be used by the Operating Agency or its subcontractor(s) to pay ineligible contractors (i.e. those contractors proposed for debarment, debarred or suspended under federal, state or local procedure); or (e) fails to repay any monies owned by Operating Agency to the City (including but not limited to program income or disallowed or ineligible costs) within ninety (90) days of receipt of notice thereof, the Operating Agency and/or its subcontractor(s) may be subjected to any or all of the following penalties and sanctions:

- (i) Withholding of contract award;
- (ii) Suspension of contract;
- (iii) Withholding of reimbursements or payments;
- (iv) Rescission of contract based upon a material breach of contract pertaining to any of subparagraphs (a) - (e) above;
- (v) Refusal to accept a proposal;
- (vi) Disqualification of the Operating Agency and/or subcontractor(s) from eligibility for providing goods or services to the City for a period not to exceed one year;
- (vii) Disqualification of the Operating Agency from eligibility to receive future Community Development Block Grant Funds until such time as the Operating Agency has remedied any such breach of contract, fraud or failure on its part and makes whole the public interest thereby affected.

If the Operating Agency's monthly financial statement is not received by the 10th calendar day of the month or if its programmatic report is more than thirteen days late, the Community Development Administration may hold up all reimbursements to the Operating Agency until the delinquent reports are received. Further, failure to submit programmatic reports over a consecutive three month period may be considered abandonment of program activities, thereby rendering the Operating Agency's contract subject to immediate termination.

Statement of Eligibility:

National Objective:

The Community Education Full Service Schools program activities are available to all residents in a particular area, where at least 51% of the residents are low and moderate income persons. Therefore the project meets the national objective of serving low and moderate income persons as defined in 24 CFR 570.208(a)(1)(i).

Program Eligibility:

This project is eligible pursuant to Block Grant regulations set forth in 24 CFR 570.201(e) which allows for provision of public services (including labor, supplies and materials) which are directed toward improving the community's public services and facilities including, but not limited to, those concerned with employment, crime prevention, child care, health, drug abuse, education, energy conservation, welfare or recreational needs.

Primary Objective:

By meeting the national objective and program eligibility requirements cited above, this program carries out the primary objective of the development of viable urban communities, by providing decent housing and a suitable living environment and/or expanding economic opportunities principally for persons of low and moderate income.

Special Conditions:

The Operating Agency shall implement the above-referenced objectives and criteria in accordance with the following special conditions:

When Community Development Block Grant funds are being utilized in whole or in part, the Operating Agency shall utilize a written procurement procedure which incorporates the Community Development Administration's nondiscriminatory policy.

All contractors providing goods or services to Operating Agencies which exceed \$1,000 in costs must obtain a City business license and provide for payment of all required taxes. No payment for goods or services will be released until such time that license and tax requirements have been met in full.

Operating Agencies with Block Grant funded personnel must provide revised personnel schedules by January 31, 2010 for the most recently completed program year. Such schedules must reflect actual personnel costs. Failure to provide the required personnel schedules within the specified time frame will result in a cessation of payments to the affected Operating Agencies.

Operating Agencies making payments in the aggregate of \$600 or more in a calendar year to a private non-corporate entity must provide each entity with Internal Revenue Return Form 1099 – Misc. by January 31, 2010.

As a result of this work program, the Operating Agency may, from time to time, engage in activities that generate program income. These monies are to be submitted to the Federal Grants Section of the Comptroller's Office no less than on a monthly basis. All program income is subject to appropriation by the Board of Aldermen of the City of St. Louis. If program income has not already been appropriated in advance to the Operating Agency, the reprogramming of said income may only take place after it is appropriated and all necessary budget revisions are completely executed. Program income may not be committed prior to appropriation and full execution of all budget revision documents. Program income reprogrammed to the Operating Agency may only be used to accomplish existing objectives and criteria. At no time is program income to be retained by the Operating Agency solely for its use.

The Operating Agency will provide a detailed inventory of all equipment acquired with CDBG funds in excess of \$1,000 since the inception of the program. The Operating Agency will also provide a detailed inventory of real property acquired or improved with CDBG funds since the inception of the program. Inventories must be submitted to the Community Development Administration by January 31, 2010.

The Operating Agency is responsible for the maintenance of records and documentation as outlined in the Operating Agency Fiscal Procedures Manual in conformance with 24 CFR Part 84 §84.53. In addition, all evidence of the work program supporting the national objectives of the CDBG program is to be properly documented in writing in the program files.

Program records are to be made readily available, upon request for inspection or audit by representatives of the City, the Secretary of Housing and Urban Development and/or the Comptroller of the City of St. Louis. In addition, the payment of any disallowed costs resulting from an audit performed by any of the above will be the responsibility of the Operating Agency.

Non-federal entities that expend \$500,000 or more in a year in Federal awards for fiscal years ending after December 31, 2003, shall have a single or program-specific audit conducted for that year in accordance with the provision of OMB Circular A-133. Non-federal entities that expend less than \$500,000 a year in federal awards for fiscal years ending after December 31, 2003 are exempt from federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Department of Housing and Urban Development, the Community Development Administration, the Comptroller's Office, and/or the General Accounting Office.

Non-federal entities expending less than \$500,000 in federal awards in a fiscal year must submit a letter to the Internal Audit Section of the Comptroller's Office indicating that the entity has expended less than \$500,000 in the fiscal year and a single or program-specific audit is not required. Failure to submit the letter within 10 days of request by the Internal Audit Section may result in the withholding of funds.

For Municipal Operating Agencies the following requirements apply. The Department of Housing and Urban Development requires that employees who work solely on a single Federal award must have their salaries and wages supported by periodic certifications. All employees that this requirement applies to must sign a semi-annual A-87 certification which must also be signed by that employee's supervisor. Employees that work on multiple Federal awards must reflect their time worked on each award on their

daily timesheet. Timesheets that indicate work was performed on multiple Federal awards must be certified by the employee and the employee's supervisor.

Audits required by OMB Circular A-133 shall be performed annually. However, any non-profit organization that had biennial audits for all biennial periods ending between July 1, 1992 and January 1, 1995 is permitted to undergo its audits biennially. Audit costs associated with audit reports not required by OMB Circular A-133 are not eligible for payment with CDBG funds.

Within 30 days of the completion of all audits, non-federal entities shall submit a copy of the reporting package described in Circular A-133, including two copies of the audit report, as well as a copy of any management letters issued by the auditor, to the Internal Audit Section of the Comptroller's Office. Non-federal entities shall also submit one copy of the data collection form and the reporting package within the earlier of 30 days after receipt of the auditor's report, or nine months after the end of the audit period, to the federal clearinghouse designated by the Office of Management and Budget. In instances of non-compliance with federal laws and regulations, non-federal entities shall take and complete appropriate corrective action within six months of the issuance of the audit report. Failure to comply with audit reporting requirements may result in the withholding or termination of work program funds.

In all advertising of residential real estate for sale, rent, or financing the Operating Agency will ensure that the equal housing opportunity logotype, statement or slogan is included as a means of educating the homeseeking public that the property is available to all persons regardless of race, color, religion, sex, handicap, familial status or national origin. In all other advertising for goods or services, the Operating Agency will ensure that a statement that the Operating Agency is an Equal Opportunity Agency is included in all formal, written advertisements.

Fiscal and Programmatic Procedures:

The Operating Agency shall implement all objectives and criteria and perform all tasks associated with achieving these objectives and criteria and all activities which are funded by this Agreement in accordance with the City of St. Louis Community Development Administration Operating Agency Fiscal Procedures Manual, latest revised edition, incorporated herein by this reference.

Additionally, the Operating Agency shall furnish the CDA with two copies of complete and accurate programmatic reports in the form attached hereto as Exhibit A. Programmatic reports are due the 10th calendar day of the month following the quarterly reporting period.

The Operating Agency shall furnish complete and accurate financial reports to the Comptroller's Office-Federal Grant Section in the form attached hereto as Exhibit B no later than the 10th calendar day of each month.

Failure by the Operating Agency to comply with these reporting requirements in a timely manner shall result in sanctions being imposed upon the Operating Agency as described in the Sanctions Section.

Budget:

The Operating Agency shall achieve all objectives and criteria and perform all activities ancillary to the delivery of these objectives and criteria in accordance with the budget attached hereto as Part C, except that budget revisions may be incorporated into the budget from time to time with the prior approval of the CDA Director.

The Operating Agency shall ensure that all staff funded through this program are engaged in activities which contribute directly to the completion of the objectives and criteria listed above for the amount of time specified in the CDBG funded personnel schedule attached hereto. The Operating Agency shall keep accurate and auditable records reflecting such expenditure of that time.

The Operating Agency shall also achieve the objectives and criteria with a maximum of cost effectiveness and efficiency in terms of both personnel time expenditure and other expenditures of CDBG funds and shall use any excess staff time to add expected objectives and criteria to the work program.

Any activities, other than those which directly contribute to the achievement of the objectives and criteria listed, in which the Operating Agency's personnel engage on CDBG funded time, shall have the express written approval of CDA. All budget items shall relate directly to the achievement of objectives and criteria specified in the work program.

Upon termination of this Agreement, any unspent, allocated CDBG funds will revert to the Community Development Administration.

PART C
BUDGET
(Non-Municipal)

PROJECT NUMBER:
PROJECT:
OPERATING AGENCY:
DATE:

10-10-60
Community Education Centers
St. Louis Board of Education
11/16/09

The total budget for the project is as follows:

<u>\$ 800,000.00</u>	Block Grant funds in this contract
	Block Grant funds included in other contracts
<u>890,124.00</u>	Other Source - specify (see Table below)
	Other Source - specify
<u>1,690,124.00</u>	Total

Year 2010 PROPOSED PROGRAM BUDGET – Funding Source	
St. Louis Board of Education Office of Community Education	40,121.00
St. Louis Board of Education – Personnel – Executive Director, 1 Supervisor, 1 Secretary, 7 Community Collaborative Specialists.	850,003.00
Total	890,124.00
Value of In-Kind contributions	N/A

This project is being funded out of the 2010 CDBG Allocation for Public Services.

NOTE: The Catalogue of Federal Domestic Assistance number for the Community Development Block Grant funds contained within this work program is 14.218.

PART C
BUDGET SUMMARY
(Non-Municipal Agency)

PROJECT NUMBER: 10-10-60
PROJECT: Community Education Centers
OPERATING AGENCY: St. Louis Board of Education
DATE: 11/16/09

Cost	Category	Block Grant Share
659502	Administration (show all staff costs for projects)	\$800,000
659662	Construction and/or Property Improvement	
659610	Loans-Residential (Home Repair/Homebuyer Assistance	
659608	Loans-Commercial	
659726	Per unit costs	
	TOTAL	\$800,000

PART C
BUDGET JUSTIFICATION
(Non-Municipal Agency)

PROJECT NUMBER: 10-10-60
PROJECT: Community Education Centers
OPERATING AGENCY: St. Louis Board of Education
DATE: 11/16/09

Cost	Category	Description of Items And Basis for Valuation	Total Estimated Cost	Block Grant Share
659502	Administration	Including but not limited to personnel (see attached schedule) wages, taxes and benefits, supplies, printing, postage, professional development, computer equipment and/or software and contract services.		\$800,000
TOTAL				\$800,000

PART C
PERSONNEL SCHEDULE
(Non-Municipal Agency)

PROJECT NUMBER: 10-10-60
PROJECT: Community Education Centers
OPERATING AGENCY: St. Louis Board of Education
DATE: 12/1/09

	A	B	C	D
Position	Actual Salary Per Pay Period	Percent of Time Charged to Block Grant	Number of Pay Periods	CDBG Share
Community Collaborative Specialists				
Patrice Crotty-Bevo Long	2,708.35	100	13	\$ 35,209
7/1/2010	2,789.60	100	13.1	\$ 36,544
Aaron Gardner-Clay	1,811.97	100	13	\$ 23,556
7/1/2010	1,866.33	100	13.1	\$ 24,449
Pierre Blaine -Blow	1,493.71	100	13	\$ 19,418
7/1/2010	1,538.52	100	13.1	\$ 20,155
Pat Frost -Mullanphy	1,493.71	100	13	\$ 19,418
7/1/2010	1,538.52	100	13.1	\$ 20,155
Shana Renshaw -Stevens	2,082.85	100	13	\$ 27,077
7/1/2010	2,145.34	100	13.1	\$ 28,104
Juliette Crowder-Yeatman	1,493.71	100	13	\$ 19,418
7/1/2010	1,538.52	100	13.1	\$ 20,155
Carol Reiner -Budget Specialist	1,948.01	100	13	\$ 25,324
7/1/2010	2,006.45	100	13.1	\$ 26,284
Salaries (FT)				345,265
FICA	7.65%			26,413
Workmen's Comp./	1.90%			6,560
Medical,Vision, STD				48,885
Dental				1,327
Long Term Disability				1,320
Life/Employee Counseling				753
Retirement	14.51%			48,855
TOTALS				\$ 479,379
Pay Period is:	Bi-weekly			

Part C
PERSONNEL SCHEDULE
(Non-Municipal Agency)

PROJECT NUMB 10-10-60
PROJECT: Community Education Centers
OPERATING AGENCY: St. Louis Board of Education
DATE: 12/1/2009

	A	B	C	D	E	F
	Actual Salary	Percent of	Percent of	Number of	Total Cost	CDBG Share
Position	Per Pay	Time	Time	Pay Periods	To Project	
	Period	Charged to	Charged to			
		Project				
Part-time Staff (includes instructors, aides and student assistants						
(Jan.-Dec)	Varies	100	100	26.1	\$253,000	\$253,000

Salaries (PT)	253,000
FICA	19,355
Workmen's Comp.	4,807
Subtotal (PT)	277,162
Salaries (FT)	345,265
FICA	26,413
Workmen's Comp.	6,560
Medial, Vision, STD	48,885
Dental	1,327
Long Term Disability	1,320
Life/Employee Counseling	753
Retirement	48,855
	479,379
Subtotal (F.T.)	
TOTAL PERSONNEL	756,541

Pay Period is: Bi-weekly

**FRINGE BENEFITS
COMMUNITY EDUCATION CENTERS
10-10-60**

Program Coordinators		Rate	
FICA		7.65%	
Worker's Comp.		1.80%	
Retirement		14.51%	wages
Medical Insurance		6512.28	person
Dental Insurance		189.57	person
Term Life Insurance		96.57	person
Vision Insurance		19.80	person
Employee Counseling		12.00	person
Short Term Disability		451.56	person
Long Term Disability		188.67	person
Aides			
FICA		7.65%	
Worker's Comp.		1.90%	
Student Assistants			
FICA		7.65%	
Worker's Comp.		1.90%	
Instructors:			
FICA		7.65%	
Worker's Comp.		1.90%	

Year 2010

Medical	Dental	Vision	ST Dis	LT Dis
6,512.28	382.93	22.36	665.16	214.18
542.69	15.8	1.65	37.63	15.72

Divide by 12

Term Life | Employee Counseling

95.57	12.00
7.96	1.00

Divide by 12

Retirement

Total FT salaries x 14.51%=

ON INTERIM REQUESTS

Medical	542.69	Life	7.96
Vision	1.65	EC	1.00
STDis	37.63		
	581.97		8.96

LTD	15.72
Dental	15.80

**SAINT LOUIS PUBLIC SCHOOLS****Date:** December 18, 2009**To:** Dr. Kelvin R. Adams, Superintendent**From:** Sharonica Hardin, Chief Human Resource Officer**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #: 02-13-07-04

Agenda Item: 01-26-10-28
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To ratify a change order in the district contract with Teach for America to provide recruiting and training for teachers. The board approved a contract with Teach for America for the 09-10 school year for an amount not to exceed \$200,000. Subsequent changes in district needs have lead to the expenditure of an additional \$128,000.

BACKGROUND:

The board approved a multi-year contract with Teach for America to recruit and train highly qualified teachers who are specifically equipped to positively impact student achievement in under-resourced communities at a cost of \$2,000.00 per teacher annually. The annual contract cost was established in Board Resolution 02-13-07-04 as follows: \$186,000 (07-08); \$200,000 (08-09, 09-10, and 10-11). Subsequent changes in staffing needs caused the district to use an additional 64 teachers supplied by Teach for America in the 09-10 school year. The contract price for those additional teachers is \$2,000 per teacher, which resulted in a cost overrun of \$128,000.

CSIP: Goal 2: Process Performance **Row:** 94 **MSIP:** 8.10.1

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

Fund Source: 110-2832-6319-990-00	GOB	Requisition #:
Amount: \$328,000		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$328,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Human Resources**Requestor:** Sharonica Hardin

Sharonica Hardin, Chief Human Resource Officer

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



SAINT LOUIS PUBLIC SCHOOLS

Date: January 6, 2010

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 01-26-10-29
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

Approval of Non-Disclosure Policy Statement related to the Pulse System for student and school data aggregation and dissemination at no cost to the district. The Pulse System was purchased from Tyler Technologies per Resolution Number 08-06-09-03.

BACKGROUND:

The policy statement pertains to the Pulse student information management system which contains individual school and student data. The purpose of the policy statement is to ensure Pulse users maintain confidentiality as they access data on the system. Signing of the non-disclosure form will ensure compliance with the Family Educational Right and Privacy Act (FERPA), the Individual with Disabilities Education Act (IDEA), the Protection of Pupil Rights Amendment (PPRA) and Missouri laws and statutes that dictate maintaining the confidentiality of collected student records.

CSIP: Goal 2: Process Performance

Row: 30

MSIP: 7.3.2

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

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

Department: Accountability

Requestor: Cleopatra Figgures

Dr. Cleopatra Figgures, Dep. Supt., Accountability

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

ST. LOUIS PUBLIC SCHOOLS DISTRICT
AND
SCHOOL NONDISCLOSURE AGREEMENT (2010)

This policy agreement pertains to the St. Louis Public Schools (SLPS) Student Information System (Pulse) which contains individual data on SLPS schools and students. Pulse will be used for the purpose of providing data needed for supporting data-driven decision making, maintaining and managing information more efficiently. The Pulse system is intended to ensure that timely, high quality data and information are available to legitimate users.

The Pulse system will be managed by the Office of Accountability under the auspices of the Superintendent of Schools in accordance with the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act (IDEA), the Protection of Pupil Rights Amendment (PPRA) and Missouri statutes and regulations essential to maintaining the confidentiality of student records as they are collected and maintained.

The Pulse system contains selected information about all SLPS schools and students. This includes directory information, assessment results, and limited program information. Pulse will be used to produce summary reports from individual data that relate to groups of students and schools.

Data security and student confidentiality are of the utmost importance to the St. Louis Public Schools, both as a district and within its individual buildings. As a PULSE user, you have restricted access to view material and information that must be kept confidential and secure. Please treat all viewed information as confidential. This policy intends to ensure that only those persons with a legitimate educational interest have aggregate access to the Pulse system.

You are expected to not reproduce any information, directly or indirectly, and to not disclose the content of these materials unless it is in the scope of your work. Information needed for organizational or individual research, must be requested through the official process approved by St. Louis Public Schools. Please do not put any SLPS school or student at any unfair advantage by sharing information with others except in the line of your job responsibilities. Consequences for inappropriate release or use of student or school information will be at the discretion of the Superintendent of Schools

We are certain that you share our concern that student information is to be handled in a professional, secure, and confidential manner. We ask your adherence to these guidelines by signing below and returning the form to your immediate supervisor.

Thank you for your cooperation.

PULSE User

(PLEASE PRINT)

Department/School Name

(PLEASE PRINT)

PULSE Users/ **SIGNATURE**

Date



SAINT LOUIS PUBLIC SCHOOLS

Date: January 6, 2010

To: Kelvin R. Adams, Ph.D.

From: Deanna J. Anderson, Exec. Dir., Transportation and Food Services

VENDOR SELECTION METHOD:

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

Agenda Item:

Information:

Conference:

Action:

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

01-26-10-30

SUBJECT:

To ratify the contract with Office Team to provide individuals to operate the SLPS call center. The cost for the period August 10, 2009 to June 30, 2010 will not exceed \$92,000.

BACKGROUND:

Office Team is a temporary service provider. They provided the individuals who were used to establish the Call-In-Center that assisted parents, staff and other agencies with solving concerns; providing information; and directing the caller to the correct staff member.

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

Row # 110

MSIP: 8.10.1

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

Fund Source: 110 - 2551 - 6319 - 918 - 00 GOB	Requisition #: 10115021
Amount: \$ 92,000.00	
Fund Source: - - - - -	Requisition #:
Amount:	
Fund Source: - - - - -	Requisition #:
Amount:	
Cost not to Exceed: \$ 92,000.00	Pending Funding Availability
	Vendor #: 600006800

Department: Transportation and Food Service

Requestor: Deanna Anderson

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

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

Kelvin R. Adams, Ph.D., Superintendent

AGREEMENT

This Agreement ("Agreement"), to be designated Agreement No. SE02009-01, is made as of the 18th day of September, 2009, by and between the Board of Education of the City of St. Louis, governing body of the St. Louis Public Schools, a Missouri Metropolitan School District (the "Board") with its principal place of business located at 801 N. 11th Street, St Louis, Missouri 63101, and Robert Half International Inc., a Delaware corporation, through its division Office Team (hereinafter "Contractor") with branch offices located at: One Metropolitan Square, Suite 1250, St. Louis, MO 63102 ("St. Louis Branch"),

WHEREAS, the Board has the power and duty to govern and oversee the management of public schools and courses of instruction within the District subject to the laws of the State of Missouri and the United States; and

WHEREAS, Contractor has expertise in providing the services described herein, and is willing to provide such services in accordance with this Agreement; and

WHEREAS, the Board and Contractor have determined to proceed upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premised and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Contractor agree as follows:

1. **Services.** The Board hereby retains Contractor to perform, and Contractor agrees to provide to the Board, the services as set forth and described on Attachment A, attached hereto and incorporated herein by reference (the "Services"). The Board shall provide all supplies, materials, and equipment necessary to provide Services as defined in this Agreement unless excepted in writing by the Contractor and Executive Director of Special Education or designee. The Board shall, within its sole discretion, request Services under this Agreement. All students shall be considered students of the Board at all times.

2. **Warranty For Services.** Contractor warrants and represents to the Board of Education that Contractor possesses the background, experience, expertise and skills to undertake and to carry out the Services to industry standards. Contractor also warrants that Contractor and Contractor's staff meet applicable certifications and skills contained in the Missouri State Plan

for Special Education for all Services Contractor will provide, to the extent said Missouri State Plan for Special Education are otherwise set forth in this Agreement. Contractor further warrants and represents that the Services will be performed in a professional and workmanlike manner and consistent with accepted industry standards. The Contractor shall agree and understand that utilization of other contractors, suppliers, vendors, etc. shall in no way relieve the Contractor of responsibility of providing services or from fulfilling this Agreement as set forth herein.

3. **Remedies for Unsatisfactory Services.** In the event Contractor fails to provide the Services consistent with this Agreement the Board of Education, as its option, may: proceed with, and assert, any and all remedies available at law. The forgoing options and remedies available to the Board of Education shall be deemed to be mutual and severable, and not exclusive.

4. **Licenses and Permits.** Contractor shall obtain at Contractor's expense all licenses and permits necessary and required by law to perform Services.

5. **Background Checks.** All Contractor temporary employees and independent contractors providing Services, and any of Contractor's temporary employees and independent contractors who are physically present, either routinely or intermittently, at any facility where Services are provided (collectively "Contractor Staff Member(s)"), shall have completed background checks conducted by Contractor at no expense to the Board as follows: Contractor usually checks references only by asking specific questions to select past employers with regard to skills and work history before placing an individual on his or her first assignment. Contractor will not engage in any verification process other than these reference checks (e.g., Contractor will not screen for drug use, administer a medical exam or conduct a criminal background or credit check). This background check shall not include, without limitations: (a) a Federal Bureau of Investigation fingerprint check, (b) a Missouri Highway Patrol fingerprint check, and (c) a Missouri Family Support and Children's Division ("CD") check. By executing of this Agreement, Contractor certifies compliance with this provision, and will not monitor the criminal backgrounds of existing Contractor Staff Members. Each new Contractor Staff Members will be subject to the backgrounds checks described in this Section 5. To the extent permitted by law and no additional charge to Contractor, the Board may screen all volunteers providing Services or who are physically present, either routinely or intermittently, at any facility where Services are provided using the same procedures used by the Board to screen volunteers.

The Board agrees to hold in confidence the identity of Contractor's employees and their resume, social security number and other legally protected personal information, and the Board agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

6. Reporting.

- A. During the term of this Agreement, Contractor may report to, and confer with the Board's Executive Director of Special Education and/or his or her designee on a quarterly basis in writing on forms approved by the Executive Director of Special Education or designee, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other Board administrators, officers and employees as directed, or as may be necessary or appropriate.
- B. The Contractor shall within ten (10) days after the award of contract submit a written identification and notification to the Board of the name, title, business address, telephone number, and e-mail address of one (1) individual with its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under this Agreement shall be addressed. The Contractor shall have the right to change the name of the individual described above as deemed necessary, provided that the Board is notified immediately.
- C. The Contractor shall within ten (10) days after the award of contract submit a written identification and notification to the Board of the business name, title, address, telephone number, and e-mail address of one (1) individual within its organization as a duly authorized representative to whom payment shall be addressed. The Contractor shall have the right to change the name of the individual described above as deemed necessary, provided that the Board is notified immediately.
- D. The Contractor shall notify the Board within the time frame indicated whenever any of the following occur and are known to Contractor:

1. Any occurrence resulting in death, injury, or property damage in excess of five thousand (\$5,000) directly involving the Services performed pursuant to this Agreement; day of occurrence or first notification of occurrence;
2. A change of licensure of certification/accreditation status, directly related to the Services; within 48 hours;
3. A change in the Contractor's name, address, telephone number, or administration; within seven (7) days;
4. Cancellation of insurance as required herein; within 30 days of occurrence;
5. Any litigation pursuant to paragraph 9; within seven (7) days of Contractor's first notification of said litigation.

7. **Record Maintenance.** If requested in writing at the commencement of Services:

A. The Contractor must maintain billing records for all Services at Contractor's premises, and shall cooperate with the Board in maintaining such records.

B. The Contractor shall allow the Board or its authorized representative to inspect and examine the Contractor's records which relate to the billing for Services provided to the Board under this Agreement at any time during the period of this Agreement, however, this shall not apply to confidential information including but not limited to Contractor's employee personnel files or the remuneration paid by Contractor to its employees and subcontractors.

C. To the extent permitted by law, the Contractor shall deliver copies of records documenting all billings for Services to the Executive Director of Special Education or designee at the end of each contract year, if requested within 90 days after termination of the Services.

D. The Board shall not provide Contractor with relevant school records and other pertinent information relating to the Student and his or her academic and social performance.

9. **Use of Data / Information.** Information and other data developed or acquired by or furnished to Contractor's temporary employee in the performance of this Agreement shall remain the Board's property and shall be used only in connection with Services provided to the

Board. Use of this information in any other way, absent written consent from the Board, is strictly prohibited.

10. Contractor Representations. Contractor acknowledges and represents that (i) Contractor 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 Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of the Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all applicable state, federal and local statutes, regulations and ordinances, including civil rights, employment laws, and the Missouri State Plan for Special Education as required by law and applicable, 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. Contractor also agrees to abide by all applicable Board policies and regulations, to the extent such policies and regulations are otherwise set forth in this Agreement.

11. Independent Contractor. The Board and Contractor agrees that Contractor will act for all purpose as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all employment taxes, including federal, state and local taxes arising out of Contractor'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 employment taxes. In addition, Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the Board or to attempt to bind the Board. Except as otherwise provided in this Agreement, and subject to applicable provisions of law, the Board shall manage and direct all activities relating to Services.

12. Facilities. The Board agrees to provide safe working conditions. The Board shall provide an appropriate facility which meets or exceeds all life safety codes and accessibility requirements for school buildings according to local, state, and federal codes, and which shall be subject to Contractor's approval. The Board shall furnish and equip its facility, at its expense, with appropriate furniture, fixtures, and equipment and shall maintain the facility at all times in a state of good repair and cleanliness.

13. Supervision and Job Limitations. Supervision of Contractor's temporary employees is the Board's responsibility. The Board will not permit or require a temporary employee (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements, (iii) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables or (iv) to operate machinery (other than office machines) or automotive equipment.

14. Compensation.

A. The Board shall pay to the Contractor hourly fees for performance of the Services, to be negotiated on a case by case basis, exclusive of sales and service taxes or legally required overtime, which will be billed pursuant to Section 14(B). The Board agrees that no assignment of temporary employees by the Board under this Agreement (i) is being performed under a government contract or subcontract, or (ii) is subject to the Service Contract Act of 1965.

B. Contractor's employee will present a time sheet to the Board for verification and signature at the end of each week. The Board's approval thereby will indicate its acceptance of the terms provided in Contractor's letter confirming the engagement of that temporary employee. Contractor may submit invoices for fees and costs on a periodic basis, and payment shall be made to the Contractor within 30 days of the Board's receipt of the invoices. Legally required overtime (federal law requires in excess of 40 hours a week, state law varies) will be billed at one and one-half (1 ½) times the normal billing rate. Sales and service taxes will be added to the Contractor's fees. In the event the Board wishes to convert any of Contractor's temporary employees assigned within twelve (12) months after the last day of the assignment, the Board agrees to pay a conversion fee. The conversion fee calculation is one percent (1%) for each thousand dollars of Contractor employee's annual compensation, including bonuses (e.g. 30% for a \$30,000 compensation package) multiplied by the aggregate annual compensation, to a maximum of thirty percent (30%).

C. Contractor may include with each invoice a reporting and description of hours of service in a format that indicated the Contractor's employee presented a time sheet to the Board's employee or agent and said time sheet(s) were verified and signed by the Board's employee or agent.

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. **Term and Termination.** The Term of this Agreement shall be from September 18, 2009 through September 18, 2010. In the event that either party is in material breach of any of its covenants hereunder, the other party, acting reasonably and in good faith, shall be entitled to terminate this Agreement, provided that the non-breaching party provides notice to the breaching party specifying the nature of the breach, and provided that the breaching party does not cure the breach within twenty (20) days after notice is provided. In addition, either party may terminate this Agreement for convenience and without cause upon forty-five (45) days' written notice. In order to facilitate an orderly transition, the parties agree that in the event of a termination, they shall reasonably cooperate with each other to develop a mutually acceptable transition plan to assure minimal disruption in the provision of services.

17. **Insurance.**

A. Contractor shall maintain occurrence-based insurance, including general liability, automotive liability, professional liability (which shall be claims-made form), and if applicable, worker's compensation and employers' 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.

B. The Board may be included as an additional insured on all required insurance policies, except professional liability, workers compensation and employer's liability with respect to the liability arising out of the performance of Contractor's Services under this Agreement.

C. Certificates of Insurance evidencing the Contractor's insurance coverage may be furnished to the Board of Education at the time of commencement of the Services.

D. All such insurance shall provide for notice to the Board of Education of cancellation of insurance policies thirty (30) days before such cancellation is to take place.

18. Indemnification. Contractor agrees to indemnify and hold harmless the Board and the Board's officers, directors, servants, and employees from and against any and all third party liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) for which it is legally liable and which may be suffered by, incurred by or threatened against the Board or any officers, directors, servants, and employees of the Board on account of or directly resulting from injury, or claim of injury to person or tangible property directly arising from the Contractor's negligent actions or omission relating to this Agreement, or directly arising out of Contractor's breach or failure to perform, any term, covenant, conditions and agreement herein provided to be performed by Contractor. Notwithstanding anything to the Contrary in this Agreement, Contractor shall not be liable to the Board, the Board's officers, directors, servants, and employees (the "Indemnified Parties") for, or have any duty of indemnification with respect to: (a) any acts of omissions of the Indemnified Parties; or (b) any violation of the terms and conditions of assignment specified in Section 13 of the Agreement. Contractor makes no warranty, either express or implied, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose with respect to any services performed pursuant to this Agreement. Contractor will not be liable for incidental, indirect or consequential damages or lost profits. Both party's maximum liability for any specific engagement, in any case, will not exceed the fees paid and owed to Contractor for that engagement.

19. Contractor Bankruptcy or Insolvency. Upon the filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the Board immediately. Upon learning of the action herein identified, the Board reserves the right at its sole discretion to either cancel the Agreement or reaffirm the Agreement and to hold the Contractor responsible for damages.

20. Branch Limitation. This Agreement is applicable to, and the only Contractor branch and division obligated under this Agreement are, the Office Team division of the St. Louis Branch.

21. **Assignment.** This Agreement may not be assigned by Contractor without the written authorization of the Board, which authorization the Board may withhold in its sole discretion.

22. **Entire Agreement.** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede 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.

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

To the Board: Board of Education of the City of St Louis
801 North 11th Street
St. Louis, MO 63101
Attn: Superintendent-**Legal Notice Enclosed**

With an additional notice sent to:
Dr. Norma J. Speckhard
801 North 11th Street
St. Louis, MO 6310
Attn: **Legal Notice Enclosed**

To Contractor: At the address set forth on page one of this Agreement.

With copies of said notice sent to:
Robert Half International Inc.
Attention: Client Contracts Department
5735 West Las Positas Blvd.
Pleasanton, CA 94588

24. **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.

25. **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.

26. **Headings.** All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

27. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

28. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties. This Agreement shall not be binding and effective unless and until it is duly executed by both parties.

29. **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 an 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 estopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.

30. **Force Majeure.** The Board and Contractor shall be excused for the period of any delay in the performance of any obligations or the non-performance of any obligation under this Agreement when prevented from performing such obligations by cause or caused beyond their reasonable control, including , without limitation actions or decrees of governmental bodies, including a state intervention of any kind, civil commotion, riots, fire or other casualty, or casualty, or natural disaster or other acts of God (hereinafter referred to as a Force Majeure Event). The party who has been so affected shall immediately give notice to the other party and shall do everything possible to commence or resume performance. Upon receipt

of such notice, all obligations under this Agreement shall immediately be suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party who has received the notice may, by giving written notice, terminate this Agreement. Under no circumstances shall the Board be required to pay for Services not provided.

31. **Definition.** For Purposes of this Agreement, the term "person" shall mean any natural person, firm associations, partnership, corporation or other form of legal entity.

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

**Robert Half International Inc.^{EOE}
DBA Office Team
One Metropolitan Square, Suite 1250
St. Louis, MO 63102**

**THE BOARD OF EDUCATION
OF THE CITY OF ST. LOUIS**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax I.D. No 94-1648752 _____

Attachment A

SCOPE OF SERVICE

The Board expects that Services will be provided substantially as presented and described in the Agreement and herein. Any significant alteration of the Services provided requires prior written consent from the Board. Specifically, the Agreement has been awarded based on Contractor's commitment and ability to achieve the following:

1. Contractor shall provide appropriately skilled (meaning the exhibited skills match the staffing request) temporary office personnel as requested by the Executive Director of Special Education, or their designee.

Insurance Coverage Required

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interest of the Board against all hazards or risks of loss, as hereunder specified:

General Liability: \$1,000,000 per occurrence
Automotive Liability: \$300,000 per occurrence

Contractor shall have on file and maintain for the duration of this Agreement proof of Professional liability and malpractice insurance for each licensed professional so assigned to provide said Services. A minimum coverage shall be \$1,000,000.00 with an aggregate coverage amount \$1,000,000.00.

Regardless of any intervening consideration or approval of alternate insurance coverage amounts by the Board, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Agreement. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility, obligation or liability under this Agreement.

Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold the Board harmless therefrom. Contractor shall indemnify and hold harmless the Board and its employees from and against all third party claims, damages, loss, and expenses, including reasonable attorney's fees for which it is legally liable, directly arising out of the negligent performance of Services, caused in whole or in part by a negligent act or omission of Contractor, any Subcontractor or anyone directly employed by them.

In any and all claims against the Board or any of employees by any employee of Contractor, any subcontractor, or anyone directly employed by them, the indemnification obligation under this paragraph may not be limited in any way by any benefits payable by or for Contractor or any subcontractor under Workers' Compensation acts, disability acts, or other employee benefit acts.

If applicable, it is further agreed that Contractor shall be as fully responsible to the Board for the acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of person it directly employs under the terms of the Agreement. Contractor shall cause appropriate provision to be inserted in all subcontracts relating to the insurance coverage's required by this Agreement so as to bind all subcontractors to the same specifications that bind the Contractor.

ATTACHMENT B
Contractor's Job Arrangement Letter

CLIENT NAME
CLIENT ADDRESS
CLIENT ADDRESS

Job Order Number: Job Order #

Dear _____,

Thank you for selecting OfficeTeam to meet your staffing needs.

___[TEMPORARY EMPLOYEE]___ is scheduled to start with
___[CLIENT]___ as a ___[JOB TITLE]___ on
_____.

As agreed, we will invoice your firm at the rate of _____ per hour. If applicable, overtime will be billed at 1.50 times such rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws may vary. Applicable sales and service taxes shall be added to all invoices. Our professional will submit either a time sheet or an electronic time record for verification and approval at the end of each week. Your approval thereby will indicate your acceptance of the terms herein.

Our accounting and operational procedures require you receive this document. This standard document will be sent with each Job Order you place with OfficeTeam. We acknowledge that OfficeTeam and ___[CLIENT]___ have a signed agreement. The terms of the signed agreement, along with the terms of this letter, shall govern the services provided by such employee or consultant at [CLIENT].

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

OfficeTeam
One Metropolitan Square, Suite 1250,
St. Louis, MO 63102



SAINT LOUIS PUBLIC SCHOOLS

Date: January 6, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Enos Moss, CFO/Treasurer

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 01-26-10-31
Information: ☐
Conference: ☐
Action: ☒

SUBJECT:

Monthly Transaction Report for December 2009

BACKGROUND:

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

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

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

Department: Budget

Requestor:

Angela Banks

Enos Moss
Enos Moss, CFO/Treasurer
Dr. Kelvin R. Adams
Dr. Kelvin R. Adams, Superintendent

December 2009 Transactions

ST. LOUIS BOARD OF EDUCATION
MONTHLY BUDGET REPORT
ACTIVITY TYPES INCLUDED: KBUS KBUE KBRO KBNO

110 INCIDENTAL FUND

1. SAP# 501642446

From:	110-2223	981-L3-110	6441	\$55,000.00-
To:	110-2625	981-8L-110	6361	\$55,000.00
Control No:	B-0632			
Total Amount:		\$55,000.00		
Text: Transfer funds to 6361, Telephone Services, to pay upcoming telecommunication charges (phone lines, data lines, cell phone bills, etc).				

2. SAP# 501642237

From:	110-2321	810-00-110	6363	\$400.00-
To:	110-2321	810-00-110	6383	\$400.00
Control No:	B-0645			
Total Amount:		\$400.00		
Text: Transfer funds to 6383, out of town travel, to pay travel invoices for Dr. Adams.				

3. SAP# 501642244

From:	110-2321	810-00-110	6362	\$5,000.00-
To:	110-2321	810-00-110	6383	\$5,000.00
Control No:	B-0657			
Total Amount:		\$5,000.00		
Text: Travel reimbursement to Dr. Adams for expenses that incurred in moving per his employment contract.				

4. SAP# 501642261

From:	110-1151	990-UV-110	6148	\$10,000.00-
To:	110-1151	990-UV-110	6383	\$10,000.00
Control No:	B-0664			
Total Amount:		\$10,000.00		
Text: Travel and professional development expenses for Consulting Teachers to attend the St. Louis Plan Consulting Teachers Conference in Toledo, OH., January 10-12, 2010.				

5. SAP# 501642260

To:	110-1663	827-CC-110	6319	\$68,000.00
Control No:	B-0666			
Total Amount:		\$68,000.00		
Text: Appropriated funds for a contract with Urban St. Louis K-Life. K-Life's plan is to improve the attendance rate @ Roosevelt and Sumner High School and to reduce the attrition rate.				

FROM 110 INCIDENTAL FUND TO 120 TEACHER'S FUND1. SAP# 501642193

From:	110-2411	679-00-110	6411	\$249.00-
To:	120-2411	679-55-120	6143	\$249.00
Control No:	B-0459			
Total Amount:		\$249.00		
Text: Reallocated funds to pay Extra Service for Iris Robinson-Riddle, Rodney Parker and Nenel Leichter, Special Ed, Gym Teacher and Art Teacher @ Innovative Concept @ Blewett.				

2. SAP# 501642180

From:	110-2325	820-00-110	6319	\$60,000.00-
To:	120-2325	816-00-120	6143	\$60,000.00
Control No:	B-0599			
Total Amount:		\$60,000.00		
Text: Reallocated funds for Extra Service for the Urban Debate League.				

FROM 120 TEACHER'S FUND TO 110 INCIDENTAL FUND1. SAP# 501642198

From:	120-3315	488-NI-120	6143	\$500.00-
To:	110-3315	488-N1-110	6164	\$500.00
Control No:	B-0612			
Total Amount:				\$500.00
Text: Transfer funds from Teacher's fund to process overtime @ Henry School.				

260 COMMUNITY DEVELOPMENT AGENCY1. SAP# 501642236

To:	260-1671	827-00-260	6371	\$800,000.00
Control No:	B-0644			
Total Amount:				\$800,000.00
Text: Appropriated monies from the Community Development Agency in support of Community Education.				

270 SPECIAL EDUCATION1. SAP# 501642196

To:	270-1222	472-00-270	6112	\$45,475.41
	270-1222	472-00-270	6211	\$18,299.14
	270-1222	472-00-270	6231	\$9,647.72
	270-1222	472-00-270	621	\$19,536.84
	270-1222	472-00-270	6242	\$568.71
	270-1222	472-00-270	6243	\$289.71
	270-1222	472-00-270	6244	\$59.40
	270-1222	472-00-270	6245	\$1,354.68
	270-1222	472-00-270	6246	\$566.01
	270-1222	472-00-270	6261	\$2,396.17

Continued:

Control No: B-0609
 Total Amount: \$98,193.79
 Text: Appropriated funding for staff allocations for 3 Teachers of the Deaf @ Gallaudet School.

2. SAP# 501642195

To:	270-1249	436-00-270	6124	\$29,610.00
	270-1249	436-00-270	6211	\$4,296.41
	270-1249	436-00-270	6231	\$2,265.17
	270-1249	436-00-270	6241	\$6,512.28
	270-1249	436-00-270	6242	\$189.57
	270-1249	436-00-270	6243	\$96.57
	270-1249	436-00-270	6244	\$19.80
	270-1249	436-00-270	6245	\$451.56
	270-1249	436-00-270	6246	\$188.67
	270-1249	436-00-270	6261	\$562.59

Control No: B-0610
 Total Amount: \$44,192.62
 Text: Appropriated funding for staff allocation for a Special Ed. Instructional Care Aide.

3. SAP# 501642197

To:	270-1211	420-00-270	6112	\$3,461.38
	270-1211	420-00-270	6211	\$5,826.20
	270-1211	420-00-270	6231	\$3,071.70
	270-1211	420-00-270	6241	\$6,512.28
	270-1211	420-00-270	6242	\$189.57
	270-1211	420-00-270	6243	\$96.57
	270-1211	420-00-270	6244	\$19.80
	270-1211	420-00-270	6245	\$451.56
	270-1211	420-00-270	6246	\$188.67

Continued:

270-1211	420-00-270	6261	\$762.91
270-1249	420-00-270	6124	\$1,093.35
270-1249	420-00-270	6211	\$2,792.01
270-1249	420-00-270	6231	\$1,472.01
270-1249	420-00-270	6241	\$6,512.28
270-1249	420-00-270	6242	\$189.57
270-1249	420-00-270	6243	\$96.57
270-1249	420-00-270	6244	\$19.80
270-1249	420-00-270	6245	\$451.56
270-1249	420-00-270	6246	188.67
270-1249	420-00-270	6261	\$365.60

Control No: B-0611

Total Amount: \$33,762.06

Text: Appropriated funding for staffing allocations for a Teacher of Autism and a Special Ed. Instructional Care Aide @
Buder Elementary.

4. SAP# 501642199

To:

270-1249	339-00-270	6112	\$1,093.35
270-1249	339-00-270	6211	\$2,792.01
270-1249	339-00-270	6231	\$1,472.01
270-1249	339-00-270	6241	\$6,512.28
270-1249	339-00-270	6242	\$189.57
270-1249	339-00-270	6243	\$96.57
270-1249	339-00-270	6244	\$19.80
270-1249	339-00-270	6245	\$451.56
270-1249	339-00-270	6246	\$188.67
270-1249	339-00-270	6261	\$365.60

Control No: B-0613

Total Amount: \$13,181.42

Text: Appropriated funding for staffing allocation for a Special Ed. Instructional Care Aide @ Compton-Drew Middle School.

5. SAP# 501642200

To:

270-1211	323-00-270	6211	\$4,296.41
270-1211	323-00-270	6231	\$2,265.17
270-1211	323-00-270	6241	\$6,512.28
270-1211	323-00-270	6242	\$189.57
270-1211	323-00-270	6243	\$96.57
270-1211	323-00-270	6244	\$19.80
270-1211	323-00-270	6245	\$451.56
270-1211	323-00-270	6246	\$188.67
270-1211	323-00-270	6261	\$562.59

Control No:

B-0614

Total Amount:

\$14,582.62

Text:

Appropriate funding for staffing allocation for a Special Ed. Instructional Care Aide @ Gateway Middle School.

6. SAP# 501642201

To:

270-1211	314-00-270	6124	\$20,923.78
270-1211	314-00-270	6211	\$7,088.43
270-1211	314-00-270	6231	\$3,737.18
270-1211	314-00-270	6241	\$13,024.56
270-1211	314-00-270	6242	\$379.14
270-1211	314-00-270	6243	\$193.14
270-1211	314-00-270	6244	\$39.60
270-1211	314-00-270	6245	\$903.12
270-1211	314-00-270	6246	\$377.34
270-1211	314-00-270	6261	\$928.19

Control No:

B-0615

Total Amount:

\$47,594.48

Text:

Appropriate funding for staffing allocations for two Special Ed. Instructional Care Aides @ Fanning Middle School.

7. SAP# 501642100

To:

270-1511	828-00-270	6231	\$8,797.50
270-1511	828-00-270	6261	\$2,185.00
270-2123	828-00-270	6113	\$7,250.31
270-2123	828-00-270	6211	\$19,129.26
270-2123	828-00-270	6231	\$10,085.38
270-2123	828-00-270	6241	\$13,024.56
270-2123	828-00-270	6242	\$379.14
270-2123	828-00-270	6243	\$193.14
270-2123	828-00-270	6244	\$39.60
270-2123	828-00-270	6245	\$903.12
270-2123	828-00-270	6246	\$377.34
270-2123	828-00-270	6261	\$2,504.87
270-2142	828-00-270	6111	\$0.08
270-2142	828-00-270	6113	\$23,624.31
270-2142	828-00-270	6211	\$195,681.13
270-2142	828-00-270	6231	\$103,167.52
270-2142	828-00-270	6241	\$149,782.44
270-2142	828-00-270	6242	\$4,360.11
270-2142	828-00-270	6243	\$2,221.11
270-2142	828-00-270	6244	\$455.40
270-2142	828-00-270	6245	\$10,385.88
270-2142	828-00-270	6246	\$4,339.41
270-2142	828-00-270	6261	\$25,623.31

Control No:

B-0622

Total Amount:

\$584,509.92

Text:

Appropriated funding for staffing allocations for Special Ed. employees.

8. SAP# 501642214

To:

270-1211	593-00-270	6124	\$2,186.70
270-1211	593-00-270	6211	\$5,584.02

Continued:

270-1211	593-00-270	6231	\$2,944.02
270-1211	593-00-270	6241	\$13,024.56
270-1211	593-00-270	6242	\$379.14
270-1211	593-00-270	6243	\$193.14
270-1211	593-00-270	6244	\$39.60
270-1211	593-00-270	6245	\$903.12
270-1211	593-00-270	6246	\$377.34
270-1211	593-00-270	6261	\$731.20

Control No: B-0624

Total Amount: \$26,362.84

Text: Appropriate funding for staffing allocations for two Special Ed. Instructional Care Aides @ Stix Elementary School.

9. SAP# 501642215

To:	270-1213	580-00-270	6124	\$1,173.67
	270-1213	580-00-270	6211	\$2,997.91
	270-1213	580-00-270	6231	\$1,580.57
	270-1213	580-00-270	6241	\$6,512.28
	270-1213	580-00-270	6242	\$189.57
	270-1213	580-00-270	6243	\$96.57
	270-1213	580-00-270	6244	\$19.80
	270-1213	580-00-270	6245	\$451.56
	270-1213	580-00-270	6246	\$188.67
	270-1213	580-00-270	6261	\$392.56

Control No: B-0625

Total Amount: \$13,603.16

Text: Appropriate funding for staffing allocation for a Special Ed. Instructional Care Aide @ Shenandoah Elementary.

10. SAP# 501642216

To:	270-1249	578-00-270	6124	\$20,923.78
	270-1249	578-00-270	6211	\$7,088.42
	270-1249	578-00-270	6231	\$3,737.18
	270-1249	578-00-270	6241	\$13,024.56
	270-1249	578-00-270	6242	\$379.14
	270-1249	578-00-270	6243	\$193.14
	270-1249	578-00-270	6244	\$39.60
	270-1249	578-00-270	6245	\$903.12
	270-1249	578-00-270	6246	\$377.34
	270-1249	578-00-270	6261	\$928.19

Control No: B-0626

Total Amount: \$47,594.47

Text: Appropriate funding for staffing allocations for two Special Ed. Instructional Care Aides @ Shaw Elementary School.

290 MINI FEDERAL PROGRAMS

1. SAP# 501642188 & 501642192

From:	290-3411	838-AJ-290	6371	\$31,264.80-
	290-3411	838-AJ-290	6371	\$3,079.58-
	290-3411	838-AJ-290	6371	\$2,391.76-
	290-3411	838-AJ-290	6371	\$5,915.13-
	290-3411	838-AJ-290	6371	\$306.34-
	290-3411	838-AJ-290	6371	\$68.06-
	290-3411	838-AJ-290	6371	\$17.89-
	290-3411	838-AJ-290	6371	\$532.13-
	290-3411	838-AJ-290	6371	\$160.17-
	290-3411	838-AJ-290	6371	\$875.41-
	290-3411	838-AJ-290	6371	\$30,000.00-
	290-3411	838-AJ-290	6371	\$15,000.00-

Continued:

290-3411	838-AJ-290	6371	\$35,829.00-
290-3411	838-AJ-290	6371	\$13,109.59-
290-3411	838-AJ-290	6113	\$31,264.80
290-3411	838-AJ-290	6211	\$3,079.58
290-3411	838-AJ-290	6231	\$2,391.76
290-3411	838-AJ-290	6241	\$5,915.13
290-3411	838-AJ-290	6242	\$306.34
290-3411	838-AJ-290	6243	\$68.06
290-3411	838-AJ-290	6244	\$17.89
290-3411	838-AJ-290	6245	\$532.13
290-3411	838-AJ-290	6246	\$160.17
290-3411	838-AJ-290	6261	\$875.41
290-3411	838-AJ-290	6384	\$30,388.14
290-3411	838-AJ-290	6319	\$15,000.00
290-3411	838-AJ-290	6342	\$30,000.00
290-3411	838-AJ-290	6411	\$35,829.00
290-3411	838-AJ-290	6641	\$13,109.59

Control No:

B-0602

Total Amount:

\$168,938.00

Text:

Refugee Grant (AJ) approved by the SAB on December 3rd and funds have now been allocated for special use.

2. SAP# 501642239

To:

290-2214	183-AZ-290	6371	\$40,000.00
290-2214	305-AZ-290	6371	\$40,000.00
290-2214	307-AZ-290	6371	\$10,000.00
290-2214	311-AZ-290	6371	\$10,000.00
290-2214	314-AZ-290	6371	\$10,000.00
290-2214	323-AZ-290	6371	\$10,000.00
290-2214	324-AZ-290	6371	\$10,000.00
290-2214	326-AZ-290	6371	\$10,000.00

Continued:

290-2214	328-AZ-290	6371	\$10,000.00
290-2214	339-AZ-290	6371	\$10,000.00
290-2214	340-AZ-290	6371	\$10,000.00
290-2214	377-AZ-290	6371	\$10,000.00
290-2214	400-AZ-290	6371	\$10,000.00
290-2214	406-AZ-290	6371	\$15,000.00
290-2214	418-AZ-290	6371	\$40,000.00
290-2214	420-AZ-290	6371	\$15,000.00
290-2214	425-AZ-290	6371	\$10,000.00
290-2214	436-AZ-290	6371	\$15,000.00
290-2214	440-AZ-290	6371	\$10,000.00
290-2214	442-AZ-290	6371	\$15,000.00
290-2214	444-AZ-290	6371	\$20,000.00
290-2214	447-AZ-290	6371	\$20,000.00
290-2214	448-AZ-290	6371	\$10,000.00
290-2214	458-AZ-290	6371	\$20,000.00
290-2214	463-AZ-290	6371	\$20,000.00
290-2214	463-AZ-290	6371	\$10,000.00
290-2214	466-AZ-290	6371	\$15,000.00
290-2214	472-AZ-290	6371	\$15,000.00
290-2214	478-AZ-290	6371	\$20,000.00
290-2214	488-AZ-290	6371	\$10,000.00
290-2214	489-AZ-290	6371	\$10,000.00
290-2214	502-AZ-290	6371	\$10,000.00
290-2214	518-AZ-290	6371	\$20,000.00
290-2214	524-AZ-290	6371	\$20,000.00
290-2214	526-AZ-290	6371	\$15,000.00
290-2214	534-AZ-290	6371	\$10,000.00
290-2214	550-AZ-290	6371	\$15,000.00

Continued:

290-2214	552-AZ-290	6371	\$40,000.00
290-2214	556-AZ-290	6371	\$10,000.00
290-2214	560-AZ-290	6371	\$15,000.00
290-2214	561-AZ-290	6371	\$15,000.00
290-2214	562-AZ-290	6371	\$20,000.00
290-2214	580-AZ-290	6371	\$15,000.00
290-2214	584-AZ-290	6371	\$40,000.00
290-2214	586-AZ-290	6371	\$15,000.00
290-2214	593-AZ-290	6371	\$40,000.00
290-2214	596-AZ-290	6371	\$15,000.00
290-2214	597-AZ-290	6371	\$10,000.00
290-2214	603-AZ-290	6371	\$40,000.00
290-2214	612-AZ-290	6371	\$15,000.00

Control No: B-0608

Total Amount: \$85,000.00

Text: Appropriated 2009-2010 School Improvement funds as per DESE.

299 MINI FEDERAL PROGRAMS**1. SAP# 501642210**

From:

299-2214	478-AZ-299	6411	\$117.83-
299-2214	478-AZ-299	6411	\$300.63-
299-2214	478-AZ-299	6411	\$1,563.00-
299-2214	478-AZ-299	6411	\$2,579.48-
299-2214	478-AZ-299	6411	\$322.88-
299-2214	478-AZ-299	6411	\$3,305.48-
299-2214	478-AZ-299	6411	\$2,335.09-
299-2214	550-AZ-299	6411	\$10,000.00-
299-2214	597-AZ-299	6411	\$10,000.00-
299-2214	442-AZ-299	6411	\$5,000.00-
299-2214	478-AZ-299	6411	\$15,000.00-

299-2214	458-AZ-299	6411	\$8,070.00-
299-2214	444-AZ-299	6411	\$10,000.00-
299-2214	524-AZ-299	6411	\$10,000.00-
299-2214	463-AZ-299	6411	\$5,000.00-
299-2214	534-AZ-299	6411	\$7,236.00-

Control No: B-0623

Total Amount: \$90,830.39

Text: Reallocated School Improvement Dollars to offset open Purchase Requisitions. District is redirecting requisitions in order to meet DESE deadlines.

2. SAP# 501642225

To:

299-2214	814-AZ-299	6421	\$9,840.00-
299-2214	814-AZ-299	6383	\$38,947.20-
299-2214	814-AZ-299	6143	\$305,648.00-
299-2214	814-AZ-299	6144	\$8,247.00-
299-2214	814-AZ-299	6149	\$19,275.00-
299-2214	814-AZ-299	6162	\$1,000.00-
299-2214	814-AZ-299	6164	\$1,200.00-
299-2214	814-AZ-299	6231	\$22,300.00-
299-2214	814-AZ-299	6261	\$8,000.00-
299-2214	814-AZ-299	6333	\$5,000.00-
299-2214	814-AZ-299	6342	\$21,600.00-
299-2214	814-AZ-299	6349	\$1,200.00-
299-2214	814-AZ-299	6363	\$20,000.00-
299-2214	814-AZ-299	6364	\$11,300.00-
299-2214	814-AZ-299	6381	\$3,500.00-
299-2214	814-AZ-299	6384	\$64,000.00-
299-2214	814-AZ-299	6386	\$500.00-
299-2214	814-AZ-299	6389	\$500.00-
299-2214	814-AZ-299	6395	\$1,000.00-

Continued:

299-2214	814-AZ-299	6411	\$124,786.00-
299-2214	814-AZ-299	6415	\$2,200.00-
299-2214	814-AZ-299	6419	\$600.00-
299-2214	814-AZ-299	6422	\$701.00-
299-2214	814-AZ-299	6432	\$9,500.00-
299-2214	814-AZ-299	6433	\$1,200.00-
299-2214	814-AZ-299	6441	\$43,123.00-
299-2214	814-AZ-299	6541	\$30,000.00-

Control No: B-0634

Total Amount: \$755,167.20

Text: Transferred School Improvement funds for anticipated expenditures per payment request report to DESE.

3. SAP# 501642226

To:	299-2214	814-AZ-299	6319	\$90,000.00
	299-2214	814-AZ-299	6371	\$256,860.13

Control No: B-0635

Total Amount: \$346,860.13

Text: Set up 2009-2010 Carryover School Improvement funds per DESE.

4. SAP# 501642248

From:	299-2214	814-AZ-299	6371	\$11,000.00-
	299-2214	814-AZ-299	6371	\$35,000.00-
	299-2214	814-AZ-299	6371	\$15,000.00-
To:	299-2214	814-AZ-299	6319	\$11,000.00
	299-2214	814-AZ-299	6411	\$35,000.00
	299-2214	814-AZ-299	6384	\$15,000.00

Control No: B-0652

Total Amount: \$61,000.00

Text: Transferred School Improvement funds for contracts, supplies and meeting expenses.

620 TITLE VI

To:	230-1127	339-AM-230	6143	\$19,600.00-
Control No:	B-0457			
Total Amount:				\$66,479.64
Text: To adjust Title I Allocations per school plan @ Compton-Drew Middle for the 2009-2010 school year.				

620 TITLE VI

1. <u>SAP# 501642283</u>				
To:	620-2336	822-RM-620	6341	\$180,350.00
Control No:	B-0673			
Total Amount:				\$180,350.00
Text: Set up Homeless Title VII McKinney-Vento Stimulus Grant per DESE for the 2009-2010 School year.				

640 STIMULUS FUNDS

1. <u>SAP# 501642234</u>				
From:	640-1127	814-AM-640	6411	\$64,621.00-
	640-1127	814-AM-640	6411	\$9,376.51-
	640-1127	814-AM-640	6411	\$4,943.51-
	640-1127	814-AM-640	6411	\$6,512.28-
	640-1127	814-AM-640	6411	\$189.57-
	640-1127	814-AM-640	6411	\$96.57-
	640-1127	814-AM-640	6411	\$19.80-
	640-1127	814-AM-640	6411	\$451.56-
	640-1127	814-AM-640	6411	\$188.67-
	640-1127	814-AM-640	6411	\$1,227.80-
	640-1127	814-AM-640	6411	\$64,621.00
To:	640-1127	578-LC-640	6112	\$9,376.51
	640-1127	578-LC-640	6211	\$4,943.51
	640-1127	578-LC-640	6231	\$6,512.28
	640-1127	578-LC-640	6241	

Continued:	640-1127	578-LC-640	6242	\$189.57
	640-1127	578-LC-640	6243	\$96.57
	640-1127	578-LC-640	6244	\$19.80
	640-1127	578-LC-640	6245	\$451.56
	640-1127	578-LC-640	6246	\$188.67
	640-1127	578-LC-640	6261	\$1,227.80

Control No: B-0604

Total Amount: \$87,627.27

Text: Transferred Stimulus funds for the salary of a full time Preschool Teacher @ Shaw Elementary.

2. SAP# 501642252

From:	640-1127	447-AM-640	6371	\$25,562.00-
	640-1127	447-AM-640	6371	\$3,709.05-
	640-1127	447-AM-640	6371	\$1,955.49-
	640-1127	447-AM-640	6371	\$6,512.28-
	640-1127	447-AM-640	6371	\$189.57-
	640-1127	447-AM-640	6371	\$96.57-
	640-1127	447-AM-640	6371	\$19.80-
	640-1127	447-AM-640	6371	\$451.56-
	640-1127	447-AM-640	6371	\$188.67-
	640-1127	447-AM-640	6371	\$404.68-
	640-1127	447-AM-640	6371	\$69,057.21-
	640-1127	447-AM-640	6124	\$25,562.00
	640-1127	447-AM-640	6211	\$3,709.05
	640-1127	447-AM-640	6231	\$1,955.49
	640-1127	447-AM-640	6241	\$6,512.28
	640-1127	447-AM-640	6242	\$189.57
	640-1127	447-AM-640	6243	\$96.57
	640-1127	447-AM-640	6244	\$19.80
	640-1127	447-AM-640	6245	\$451.56
	640-1127	447-AM-640	6246	\$188.67
	640-1127	447-AM-640	6261	\$404.68
	640-1127	447-AM-640	6411	\$69,057.21

To:

Continued:

Control No: B-0655

Total Amount: \$108,146.88

Text: Transferred Stimulus funds to adjust Dewey Elementary's school balance per DESE.

3. SAP# 501642279

From: 640-2336 822-RM-640 6341 \$149,772.00-
 To: 640-2336 822-RM-640 6371 \$149,772.00

Control No: B-0672

Total Amount: \$149,772.00

Text: Transferred Homeless Stimulus Title Funds for anticipated expenditures for the 2009-2010 school year.

730 FOUNDATIONS & CONTRIBUTIONS1. SAP# 501642257

To: 730-2218 847-UW-730 6344 \$114,000.00

Control No: B-0662

Total Amount: \$114,000.00

Text: Appropriated funds for after school program transportation needs.

740 FOUNDATIONS & CONTRIBUTIONS1. SAP# 501642184

To: 740-1672 036-00-740 6143 \$1,029.37
 740-1672 036-00-740 6231 \$78.75
 740-1672 036-00-740 6261 \$30.88

Control No: B-0579

Total Amount: \$1,139.00

Text: Appropriated tuition received from Nottingham Community Ed. Center.

2. SAP# 501642183

To: 740-2411 173-00-740 6411 \$1,000.00

Control No: B-0598

Total Amount: \$1,000.00

Text: Carry forward 06-30-09 Award Balance to fund 740 for 2009-2010 school year.



SAINT LOUIS PUBLIC SCHOOLS

Date: January 11, 2010

To: Dr. Kelvin R. Adams, Superintendent

From: Sharonica Hardin, Chief Human Resource Officer

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 01-26-10-32
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To ratify the payment of invoices from AAIM for temporary staffing. The total cost is not to exceed \$15,738.80

BACKGROUND:

AAIM has provided temporary staffing and consulting services for the Human Resources Division.

CSIP: Goal 2: Process Performance

Row: 94

MSIP:

8.10.1

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

Fund Source: 110-2832-6319-990-00	GOB	Requisition #:
Amount: \$15,738.80		
Fund Source:	GOB	Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$15,738.80	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Human Resources

Requestor: Sharonica Hardin


Sharonica Hardin, Chief Human Resource Officer


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent