

BOARD MEETING

THURSDAY, NOVEMBER 19, 2009

A G E N D A

SPECIAL ADMINISTRATIVE BOARD

MR. RICK SULLIVAN

MS. MELANIE ADAMS

MR. RICHARD GAINES

SUPERINTENDENT OF SCHOOLS

DR. KELVIN R. ADAMS

St. Louis Public Schools

SPECIAL ADMINISTRATIVE BOARD MEETING

THURSDAY, NOVEMBER 19, 2009 - 6:00 PM

ROOM 108, ADMINISTRATIVE BUILDING

801 N. 11TH STREET

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Student Recognition
5. Public Comments
6. Superintendent's Report
 - a. Information Items
 1. Human Resources
 - Board Policies
 2. Academic Office
 - Community Schools and Federal Programs
 3. Finance
 - October Year-to-Dates
 - b. Action Items
7. Board Member Updates
8. Adjournment

NOTES: _____

ST. LOUIS PUBLIC SCHOOL DISTRICT SUPERINTENDENT'S REPORT

November 19, 2009

1.0 Preliminary

1.1 CONSENT AGENDA

1.2 Information Items Only

1. HUMAN RESOURCES
 - Board Policies
2. ACADEMIC OFFICE
 - Community Schools and Federal Programs
3. FINANCE
 - October Year-to-Dates

1.3 Business Items – Action Required

- 11-19-09-01** To approve the fall 2009 bus routes as of August 2009.
FUNDING SOURCE: Not Applicable
- 11-19-09-02** To approve a contract renewal with Holmes Murphy and Associates, Inc. for benefit consultant's services for the period September 1, 2009 through August 31, 2010 at a cost not to exceed \$150,000.
FUNDING SOURCE: GOB
- 11-19-09-03** To approve a contract renewal with Fringe Benefits Management Company (FBMC) for administrative services for the period July 1, 2009 through June 30, 2010 at a cost not to exceed \$202,000.
FUNDING SOURCE: GOB
- 11-19-09-04** **(APPROVED 11-5-09)** To amend the 2010 renewals for the District's Medical Dental, Short and Long Term Disability Plans, and the Vision and Life Insurance for the period January 2010 through June 2010 in an amount not to exceed \$14,254,788.
FUNDING SOURCE: Health Benefit Trust
- 11-19-09-05** To approve a cost-of-living-adjustment (COLA) of 5% for retirees in the Public School Retirement System of the City of St. Louis.
FUNDING SOURCE: GOB
- 11-19-09-06** To approve a contract with Public Financial Management Group (PFM) for the period December 2009 through June 30, 2010 to guide the development of the District's five year plan in an amount not to exceed \$164,340.
FUNDING SOURCE: GOB
- 11-19-09-07** To approve a sole source contract with MOREnet to allow District internet connectivity to training, technical support and on-line resources for the period November 20, 2009 through June 30, 2010 at a cost not to exceed \$9,675.
FUNDING SOURCE: GOB

- 11-19-09-08 PULLED 11-05-09**
- 11-19-09-09** To approve the adoption of a standard Memorandum of Understanding (MOU) Approval Process along with the Memorandum of Understanding templates for fundraising and non-fundraising events/activities. There is no cost associated with this request.
FUNDING SOURCE: Not Applicable
- 11-19-09-10** To approve the Memorandum of Understanding with the Alliance for a Healthier Generation for the period November 2009 through March 2011. There is no cost associated with this request.
FUNDING SOURCE: Not Applicable
- 11-19-09-11** To enter into a Memorandum of Understanding with the Missouri College Advising Corps on behalf of the University of Missouri for the 09/10 school year. There is no cost associated with this request.
FUNDING SOURCE: Not Applicable
- 11-19-09-12** To enter into a Memorandum of Understanding with South City YMCA as of September 29, 2009 to provide partnership for the High Quality After School Program at the Lyon @ Blow Academy for the period August 18, 2009 through the close of the 09/10 school year.
FUNDING SOURCE: Not Applicable
- 11-19-09-13** To ratify the third year contract renewal with the Leadership Academy for Character Education from January 1, 2009 – December 31, 2009 at a cost not to exceed \$15,000.
FUNDING SOURCE: Wallace Grant
- 11-19-09-14** To approve the District-Wide Evaluation Procedural Plan which updates policies and regulations related to internal and external evaluation of District programs and services.
FUNDING SOURCE: Not Applicable
- 11-19-09-15** To approve the Accountability Plan which will serve as the District's strategic school improvement plan for two years.
FUNDING SOURCE: Not Applicable
- 11-19-09-16** **(WALK ON ITEM)** To rescind specific current Board Policies/Regulations and to adopt the specified replacement Policies/Regulations to become effective upon adoption by the SAB.
FUNDING SOURCE: Not Applicable

ITEMS FOR CONSIDERATION FOR THE DECEMBER 3, 2009 MEETING

- 12-03-09-01** To ratify a contract extension with Xerox Corporation to provide the operation and maintenance of the Print Shop and all the District's multi-functional devices for the period December 1, 2009 through January 31, 2010 at a cost not to exceed \$340,000.
FUNDING SOURCE: GOB

- 12-03-09-02** To approve the renewal of the Microsoft Services Premier Support contract that will provide problem resolution support and services on a 24 hours basis. The support also includes current practices, trainings and workshops. The period of this contract is December 4, 2009 through November 30, 2010 at a cost not to exceed \$86,940.
FUNDING SOURCE: GOB
- 12-03-09-03** To approve a sole source contract with Touchpoint Autism Services to provide placement services for the period November 23, 2009 through June 30, 2010 at a cost not to exceed \$105,600.
FUNDING SOURCE: GOB
- 12-03-09-04** To approve a sole source purchase for Passport Reading Journeys III Program from Voyager Expanded Learning for the period December 4, 2009 through June 2, 2010 at a cost not to exceed \$15,000.
FUNDING SOURCE: TITLE I
- 12-03-09-05** To approve the purchase of equipment and software from Learning Concepts, Inc. for the period December 4, 2009 through June 30, 2010 at a cost not to exceed \$24,011.90.
FUNDING SOURCE: Non-GOB
- 12-03-04-06** To approve a sole source contract with READ 180, Scholastic Education for the purchase of reading materials for the Soldan and Roosevelt High Schools at a cost not to exceed \$12,053.80.
FUNDING SOURCE: Non-G OB
- 12-03-09-07** To approve the acceptance of funds for the one year Refugee Impact Grant funded by DESE for the period September 15, 2009 through June 30, 2010.
FUNDING SOURCE: Not Applicable
- 12-03-09-08** To approve the Students-In-Transition Coordinator as the Board's appointed Foster Care Liaison in accordance with Senate Bill 291 that passed in August 2009.
FUNDING SOURCE: Not Applicable
- 12-03-09-09** To approve the FY 09/10 Financially Stressed Budget and Educational Plan
FUNDING SOURCE: Not Applicable

SAINT LOUIS PUBLIC SCHOOLS

Date: October 23, 2009

To: Dr. Kelvin Adams, Superintendent

From: Deanna J. Anderson, Executive Director of Transportation and Food Services

Agenda Item: 11-19-09-01
Information: ☐
Conference: ☐
Action: ☒

Subject:

Request approval for the fall St. Louis Public Schools bus routes for the period beginning August 20, 2009.

Background:

As stipulated in the Department of Elementary and Secondary Education School Transportation Administrator's Handbook, bus routes must be approved.

School bus routes are established at the beginning of the school year and adjusted during the year to accommodate changes because of mobility of the students, enrollment, and ridership. The school bus routes established at the beginning of the 09/10 school year are located in the Board Office. In the St. Louis Public Schools, over 19,000 students are eligible for school bus transportation services. This number will fluctuate throughout the year.

It is recommended that the Special Administrative Board of the Transitional School District of the City of St. Louis approve the fall school bus routes.


CSIP Pg 25 MSIP 8.14

Funding Source :

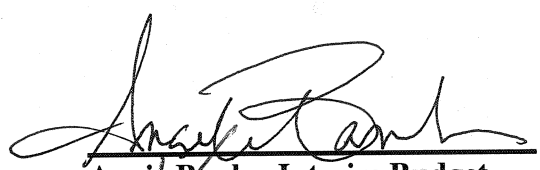
Requisition No.


Cost not to exceed: N/A

Recommendation: Approval


Deanna J. Anderson, Executive Director of
Transportation and Food Services


Enos Moss, CFO / Treasurer


Angie Banks, Interim Budget
Director


Dr. Kelvin Adams
Superintendent of Schools

SAINT LOUIS PUBLIC SCHOOLS

Date: October 26, 2009

To: Kelvin R. Adams, Ph.D.

From: Sharonica Hardin, Chief Human Resource Officer

Agenda Item: 11-19-09-02
Information: ☐
Conference: ☐
Action: ☒

Subject:

This is a contract renewal with Holmes Murphy & Associates, Inc. for benefit consultant services for the period from September 1, 2009 through August 31, 2010 at a cost not to exceed \$150,000.

Background:

Although this is year three of a three year agreement, this contract is being presented for Board approval in compliance with revised and more stringent procurement practices. This contract was publically bid in November of 2006.

CSIP Goal #3, Row 154

MSIP 5.1

Funding Source :990-00-110-2832-6319

Requisition No. 10115241

Cost not to exceed: \$ 150,000.00

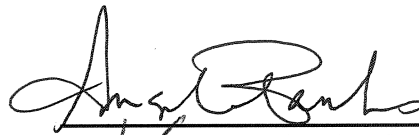
Recommendation: Approval



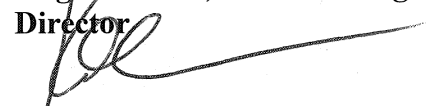
Sharonica Hardin, Chief Human Resource Officer



Enos Moss
CFO / Treasurer



Angela Banks, Interim Budget
Director



Kelvin R. Adams, Ph.D.
Superintendent





Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: 10/22/09	
Dept / School: Human Resources	Reported By: Karen Shelton Henry	
Vendor: Holmes Murphy & Associates	Vendor #: 600012797	
Contract # / P.O. #:	Contract Name: Benefits Consulting	
Contract Amount: \$ 150,000.00	Award Date: 09/01/2007	
Purpose of Contract (Brief Description): Provide Benefit Consultation for the District. Provide Knowledge and Actuarial Services for Benefit Renewals.		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 ④ 3 2 1	
Timeliness of Delivery or Performance	⑤ 4 3 2 1	
Business Relations	⑤ 4 3 2 1	
Customer Satisfaction	5 ④ 3 2 1	
Cost Control	⑤ 4 3 2 1	
Average Score	4.60	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



Request for Contract Renewal Form

Date of Submittal: 10/22/2009
Name of Department Head submitting Request: Sharonica Hardin
Name of Contract: Holmes Murphy & Associates
Purpose of Contract: Benefit Consulting
Are there changes versus prior year contract <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes explain Changes:
Total Cost of Contract (estimated cost of expenses inclusive): 150,000.00
Vendor Name: Holmes Murphy & Associates Vendor Number: 600012797
Start Date of Contract: 09/01/2007
Expiration Date of Contract: 08/31/2010
Department Responsible for Vendor Performance Monitoring: Human Resources /Benefits
Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Date:
Superintendent Signature

Please attach the Vendor Performance Report and Proposed Contract

~~DRAFT~~

Final
mgm
12/6/07

**HOLMES MURPHY AND ASSOCIATES, INC.
SERVICE AGREEMENT**

This Service Agreement (hereinafter referred to as "Agreement") is made between St. Louis Public Schools (hereinafter referred to as "Client") and Holmes Murphy and Associates, Inc. (hereinafter referred to as "Consultant") this 6th day of December, 2007, to be effective September 1, 2007.

WHEREAS, Client wishes to obtain the assistance of Consultant with strategic benefit planning, design, funding, administration, and communication with respect to its employee benefit plans and programs ("Benefit Plans");

WHEREAS, Consultant has superior knowledge and expertise in assisting employers with designing and servicing employee benefit plans; and

WHEREAS, the parties wish to set forth their respective expectations;

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follows:

**ARTICLE I
INTRODUCTION**

1.1 Effective Date and Term. The effective date of this Agreement is September 1, 2007 ("Effective Date") and will continue until such time as the Agreement is terminated in accordance with Section 5.8 herein. This Agreement also includes by reference the following Appendices, Exhibits and Attachments:

Appendices:

- Services Charges (Appendix 1)
- Business Associate Agreement (Appendix 2)
- Scope of Services (Appendix 3)
- Performance Guarantees (Appendix 4)

Exhibits:

- Consultant Proposal to Request for Proposal (Exhibit A)
- Request for Proposal (Exhibit B)

Each Appendix and Exhibit attached hereto is incorporated by reference and made a part of this Agreement. The responsibilities of the parties set forth in the Appendices and Exhibits are in addition to any responsibilities set forth in the Agreement. If there is a conflict between the Appendices, Exhibits and the Agreement, the Agreement controls.

ARTICLE II CONSULTANT'S RESPONSIBILITIES

Consultant will be responsible for providing the services described in this Article II, Exhibit A, Exhibit B, the Scope of Services and any additional items described in the Appendices and Exhibits attached hereto. The services provided by Consultant shall be subject to the performance guarantees ("Performance Guarantees") attached hereto as Appendix 4.

2.1 Personnel. Consultant will assign its personnel according to the needs of Client and according to the disciplines required to complete the appointed task in a professional manner. Consultant retains the right to substitute personnel with reasonable cause. The Account Management Team consists of the following individuals:

Primary Service Team: Matt McGrath, Division Vice President
 Mike Kniepman, Vice President
 Lisa George, Account Executive
 Maranda Voican, Account Manager

2.2 Bonding and Insurance. Consultant will maintain a fidelity bond and other appropriate forms of insurance on all Consultant Employees who handle Client and/or employee information or provided to Consultant by Client in accordance with the terms of this Agreement.

During the term of this Agreement, Consultant shall maintain the following insurance coverage in at least the following amounts:

1. Workers' Compensation with statutory limits required by each state exercising jurisdiction over the Consultant employees and agents engaged in performing services under this agreement.
2. Comprehensive General Liability coverage with a minimum limit of (i) \$200,000 per person per occurrence, (ii) \$200,000 property damage per occurrence, and (iii) \$2,200,000 aggregate all claims per occurrence.
3. Employer's Liability coverage with a minimum limit of \$500,000 per occurrence
4. Professional Errors & Omissions coverage in the amount of one million dollars (\$1,000,000) per occurrence and five million dollars (\$5,000,000) per annual aggregate.
5. Business Automotive Liability coverage (covering the use of all owned, non-owned and hired vehicles) with minimum limits (combined single limit) of one million dollars (\$1,000,000) for bodily injury and property damage.

Certificates of insurance of Consultant's insurance coverage shall be furnished to the Board of Education at the time of commencement of the Services. The foregoing coverage shall be maintained with insurers which have an A.M. Best rating of A- or better and/or an equivalent

rating from a recognized insurance company rating agency. Consultant's policies shall be provided by insurance companies authorized to do business in the State of Missouri.

Consultant's policies shall be primary and any insurance maintained by Client is excess and noncontributory. Consultant will name Client as an additional insured to items 2 and 5 listed above, with respect to the liability arising out of the performance of Consultant's Services under this Agreement. Promptly upon Client's written request for same, Consultant shall cause its insurers or insurance brokers to issue certificates of insurance evidencing that each type and amount of coverage required under this Agreement are maintained and in force. In addition, Consultant will use reasonable efforts to give 30 days notice to Client prior to cancellation or non-renewal of any of the policies providing such coverage. The preceding sentence notwithstanding, the insurance under which Client is named as additional insured under this section shall provide for notice to the Board of Education of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

This section does not replace or otherwise amend, in any respect, the limitations on Consultant's liability as set forth elsewhere in this Agreement.

2.3 Liability.

1. **Bodily Injury and Property Damage Indemnity.** Consultant will defend Client against, and will pay damages assessed (including reasonable attorneys' fees and settlement amounts) against Client, in any suit or cause of action alleging (i) bodily injury or death arising or resulting from the negligence or willful misconduct of Consultant and (ii) damages to real or tangible personal property caused by the negligence or willful misconduct of Consultant, except that the foregoing clauses (i) and (ii) shall apply only to the extent that the same arises directly out of the physical actions of Consultant's employees and agents. The obligations of Consultant under the provisions of this subsection 2.3.1 shall apply only if (i) Consultant is promptly notified in writing of any suit or cause of action; (ii) Consultant controls any negotiations and defense and Client assists as reasonably requested by Consultant, and (iii) Client takes all reasonable steps to mitigate any potential damages.

This liability shall survive termination of this Agreement.

2. **Liability for Claims and Expenses.** Consultant does not insure nor underwrite any Benefit Plan liability of Client and is not financially responsible for the claims payable under and/or expenses incident to the Benefit Plans. Consultant will provide to Client and/or Client's legal counsel, upon request and subject to any limitations described in this Agreement, any documentation in Consultant's possession that may relate to any claim for benefits and/or expenses.
3. **Licenses.** Consultant is responsible for payment of all taxes due from Consultant in connection with the licenses required for Consultant to do business as described herein, including, but not limited to, as applicable, City of St. Louis Gross Receipts and License Taxes.

2.4 Benefit Plan Documents and Forms. To the extent set forth in the applicable Appendices and Exhibits attached hereto, Consultant may provide Client with sample documents and forms related to administration of the Benefit Plans for which Consultant provides services under this Agreement. Such sample documents and forms will be prepared with the care, skill, prudence, and diligence that a prudent expert would use in preparing such documents and forms.

2.5 Recordkeeping. Consultant will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice or as otherwise directed by Client in advance and in writing.

Consultant will maintain the usual and customary books, records and documents, including electronic records in Consultant's possession for eight (8) years following the date the record was created, or received by Consultant. During this period, Client has the right of continuing access to these documents and as such Consultant will deliver copies of all such books, records and documents in its possession to Client or its designee as soon as possible but no later than 30 days after written request from the Client has been provided.

Client shall be required to pay Consultant's reasonable charges for transportation or duplication of such records only if this Agreement has been terminated. This provision shall survive termination of this Agreement.

2.6 Care and Diligence; Expertise. Consultant shall perform all responsibilities in accordance with a reasonable good faith interpretation of applicable federal, state and local laws. Consultant shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement in the same manner that any other prudent service provider in the same industry would exercise its powers and perform its duties.

Consultant warrants and represents to Client 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.

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

2.8 Reporting.

1. Consultant shall provide to Client's Human Resources department monthly status reports on consultant's assignments, completed and outstanding work, important findings and recommendations, and other concerns and issues related to the Scope of Services.
2. During the term of this Agreement, Consultant shall report to, and confer with, the Board's Executive Director, Human Resources Division, and/or his or her designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Consultant and issues related to the Services. Consultant also agrees to meet and confer with other Board administrators, officers and employees as directed, or as may be necessary or appropriate.

2.9 Licenses and Permits. Consultant shall obtain at Consultant's expense all licenses and permits necessary to perform the Services.

2.10 Non-Discretionary Duties; Additional Duties. The services to be performed by Consultant under this Agreement shall be ministerial in nature and will generally be performed in accordance with the terms of the Benefit Plans established by the Client and Consultant's standard operating procedures. Consultant and Client may agree to additional duties by amending this Agreement in accordance with Section 5.3.

2.11 Assignment; Third Party Vendors. Consultant agrees, for Consultant and on behalf of Consultant's successors, administrators, and any person or persons claiming under Consultant, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way without ninety days (90) days prior written notice to the Board. At the time of said notice the Board shall have an unrestricted right to terminate the contract. Should the Board choose to exercise its option to terminate the contract the Consultant shall be obligated to assist the Board in its transition to a new consultant by providing all documents and records necessary in the transition immediately upon the request of the Board. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the Board of any and all obligations or liability hereunder.

2.12 Client has the right to approve any arrangements and/or the utilization of any intermediaries in connection with, or arising out of, or in any way related to Client's insurance and risk management program. Consultant must seek approval from Client prior to the use of any of the above in connection with the Client's insurance and risk management program.

2.13 Consultant may, with written agreement from the Client, contract with one or more third parties for purposes of assisting Consultant with the fulfillment of its duties and responsibilities under this Agreement. Consultant agrees to indemnify Client and hold its Board Members, officers, and employees harmless from any claim, demand, or expense arising from the negligent, intentional and/or grossly negligent act or omission of such third party.

2.14 No Participation. Consultant shall not directly or indirectly participate as a proposer, bidder, or subcontractor to a proposer or bidder on any bids or request for proposals to be designed, or services to be provided, as part of the projects contemplated by this Agreement.

2.15 Use of Information. Information and other data developed or acquired by or furnished to Consultant in the performance of this Agreement shall remain the Board's property and shall be used only in connection with Services provided to the Board.

2.16 Indemnification by Consultant; Liability for Errors and Omissions. Except as provided elsewhere in this Agreement and notwithstanding anything in this Agreement to the contrary, Consultant agrees to indemnify Client and hold harmless its officers, Board members and employees, servants 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 in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may be suffered by, incurred by or threatened against the Board or any members, officers, employees, servants or agents of the Board on account of or resulting from injury, or claim of injury, to person or property arising from Consultant's actions or omissions relating to this Agreement, or arising out of Consultant's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Consultant, including but not limited to Consultant's breach of the standard of care set forth in Section 2.6 herein

Under no circumstances will Consultant be liable to Client in a breach of contract claim for other than monetary, compensatory damages that are reasonably ascertainable (including reasonable attorney's fees). Consultant has no duty or obligation to defend any legal action or proceeding brought to recover benefits under the Benefit Plans unless such action is necessary as a result of Consultant's breach of the standard of care set forth in Section 2.6 herein. Other than the preceding sentence, Consultant is only obligated to the Client and nothing under this Agreement shall be deemed to confer any responsibility on Consultant to any person covered under the Benefit Plans ("Covered Individual").

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXCEPT FOR LIABILITY RESULTING FROM, AND COVERED BY SECTION 2.3 ABOVE, THE MAXIMUM TOTAL LIABILITY OF CONSULTANT SHALL BE LIMITED TO THE GREATER OF (A) DIRECT MONEY DAMAGES IN A TOTAL AGGREGATE AMOUNT NOT TO EXCEED 24 TIMES THE AVERAGE MONTHLY CHARGE FOR SERVICES (AS DEFINED UNDER THIS AGREEMENT) OR (B) \$200,000. THIS REMEDY IS CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ERRORS AND OMISSIONS.

THE AVERAGE MONTHLY CHARGE SHALL BE DETERMINED BY DIVIDING THE TOTAL CHARGES ACCRUED FOR SERVICES BY THE NUMBER OF MONTHS OF SERVICE.

NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF IT HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THIS LIABILITY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

2.17 Compensation. Unless otherwise expressly permitted herein, Consultant shall not receive compensation from third parties including but not limited to insurance commissions, referral or finder fees by reason of its services under this Agreement. Consultant agrees to notify Client within 30 days of receipt of any compensation directly or indirectly earned by Consultant from third parties with respect to services it provides to Client during the term of this Agreement, and to credit Client with any amounts so received.

2.18 Transitional Run Out Services upon termination. In the event of termination of services under this contract Client may, at its option, request transitional run out services from Consultant for a period not to exceed 90 days after contract termination. This request shall be made within 30 days of the termination notice provided in the contract.

Such transitional run out services shall be provided prior to contract termination and/or for a period not to exceed 90 days after contract termination and may entail the following:

1. Delivery of all services previously performed under the terms of this contract.
2. Transfer of data and records to replacement vendor as designated by Client.
3. Completion of outstanding projects reasonably expected to be completed within the run out period.
4. Records and data shall be made available in electronic and paper format acceptable to the new vendor and Client.
5. Data or records not reasonably available using generally available data formats or requiring custom programming or information technologic assistance to produce may be separately billed by Consultant at a rate not to exceed \$175 per hour. Any such extra charges shall be approved in advance and in writing by Client.

Transitional run out services may be purchased at Client's option in 30 day increments. Should transitional run out services be provided and should such services include the services provided in 2.12.1 above, Consultant shall be entitled to its monthly administrative fees at the monthly rate established by this Agreement for the month preceding contract termination. If the services set forth in 2.12.1 above not be requested, the cost of such services shall be established by mutual agreement of the parties. Transitional services beyond 90 days can only be purchased by Client with the mutual written consent of both parties.

ARTICLE III EMPLOYER RESPONSIBILITIES

Client will be responsible for the items described in this Article III and any additional items described as Client responsibilities in the Services Appendices, Exhibits and/or Attachments attached hereto.

3.1 Client Responsibilities. Client will not represent to covered individuals or to any third party that Consultant is the "Plan Administrator" of its Benefit Plans, as that term is defined under the Employee Retirement Income Security Act of 1974. Consultant's general responsibility under this Agreement is to assist the Client with satisfaction of certain of its responsibilities under its Benefit Plans which are ministerial in nature.

It is Client's responsibility to pay any fee or penalty arising from the Benefit Plans that is assessed by the Internal Revenue Service, the Department of Labor, and/or other federal or state governmental agencies unless such fee or penalty is due as a result of Consultant's breach of the standard of care set forth in Section 2.6 of this Agreement.

Client will make available such reasonable information as required for Consultant to conduct its services. Such data will be made available as promptly as possible. It is understood by Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this Agreement. Client will make timely payments of the service fees as set forth elsewhere in this Agreement.

Client acknowledges that: (i) Consultant shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; and (ii) Consultant shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans. Client agrees to notify Consultant as soon as possible of any proposed amendments to the plans' legal documents to the extent that the amendments would affect Consultant in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agent, consultants, or vendors to submit) all information in its (or their) control reasonably necessary for Consultant to perform the services covered by this Agreement.

3.2 Scope of Undertaking.

Client acknowledges that no services provided by Consultant in accordance with this Agreement will be construed as tax or legal advice as a result of providing such services.

3.3 Payments to Consultant. In consideration for the services provided by Consultant in accordance with this Agreement, Client agrees to pay to Consultant the applicable Service Charges in accordance with Article IV of this Agreement.

3.4 Information to Consultant. Client shall furnish the information requested by Consultant as determined necessary to perform Consultant's functions hereunder. Information shall be provided to Consultant in the time and in the manner agreed to by Client and Consultant. Client will furnish the information required by this Agreement to be furnished to Consultant in a format mutually agreed upon by the parties. Client understands that Consultant cannot accurately perform its duties under this Agreement without accurate and timely information.

3.5 Indemnification by Client. To the extent permitted by law, Client agrees to indemnify and hold Consultant, its officers, directors and employees harmless:

1. from and against all losses, liabilities, damages, expenses, reasonable attorneys' fees or other obligations, resulting from, or arising out of a claim, demand, judgment, settlement agreement, or lawsuit not directly attributable to Consultant's breach of the standard of care set forth in Section 2.6 herein or which is not the result of bodily injury or property damage pursuant to Section 2.3 and which results from Client's negligent, grossly negligent or willful conduct, or from Client's breach of a material provision of this Agreement;
2. from and against any liability, expense, demand or other obligation resulting from any premium charge, tax or similar assessment arising from the Benefit Plans not directly attributable to Consultant's breach of the standard of care set forth in Section 2.6 herein.
3. from all liability arising from non-negligent actions taken by Consultant pursuant to Client's express written instructions.

3.6 Retained Liabilities. Except as otherwise explicitly provided in this Agreement (including its related Appendices and Exhibits), the Client shall retain the liability for:

1. all Benefit Plan benefits and all expenses incident to the Benefit Plans not directly attributable to Consultant's breach of the standard of care set forth in Section 2.6 herein;
2. any state premium, or similar tax, however denominated, including any penalties and interest payable with respect thereto, assessed on the basis of and/or measured by the amount of FSA Plan benefits handled pursuant to this Agreement;
3. any legal action or proceeding by a FSA Plan participant to recover benefits under the FSA Plan; or
4. any cost, charge, tax, fine, penalty, or interest, however denominated, that may be assessed against Consultant or the Client for any violation of the Code not directly attributable to Consultant's breach of the standard of care set forth in Section 2.6 herein.

This liability shall survive the termination of this Agreement.

ARTICLE IV COMPENSATION

4.1 Service Charges. The applicable charges for the services performed by Consultant in accordance with this Agreement are described in the applicable Appendix attached hereto ("Service Charges"). Service charges shall be assessed for any month during which services are performed.

4.2 No Commissions, Referrals or Finder Fees. The price to be paid by Client shall be net of commissions and any referral or finder fee payments. Consultant agrees to provide to Client within 30 days of receipt of any compensation directly or indirectly earned by Consultant from third parties with respect to services it provides to Client during the term of this Agreement. Consultant shall not pay any commissions or any referral or finder fee payments to any third parties with respect to services it provides to Client during the term of this Agreement.

ARTICLE V GENERAL PROVISIONS

5.1 Entire Agreement; Severability; Headings. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. If a court declares any term of this Agreement invalid, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of sections and subsections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5.2 Compliance; Non-Waiver. Failure by Client or Consultant to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 5.3.

5.3 Assignment; Amendment. This Agreement, its related Exhibits and Appendices may be amended only by written agreement of duly authorized officers of Consultant and that individual authorized by the Board of Education of the City of St. Louis, provided that such amendment has been approved by the Board.

Neither party can assign this Agreement, its related Exhibits, Appendices and Attachments without the other party's written consent. The terms of this Agreement shall apply to any assignee or successor of Client and/or Consultant.

5.4 Non-Disclosure of Proprietary Information. Client and Consultant each acknowledge that as a result of entering into this Agreement, each party has and will continue to reveal and disclose to the other information that is proprietary and/or confidential of such party. Client and Consultant agree that each party (unless, in the case of the Client, it reasonably believes it is required to do so by the Missouri Open Meetings Act) will (a) keep such proprietary and/or confidential information of the other party in strict confidence; (b) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) will not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement, its related Appendices, Exhibits and Attachments.

For purposes of this Section, confidential information is any information identified as confidential and/or proprietary (or words of similar import), or any information that would reasonably be expected by a prudent person to remain confidential.

Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under the Agreement, its related Appendices and Exhibits shall not be considered confidential information for purposes hereof; (a) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (b) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party, or (c) in the case of the Client, it reasonably believes it is required to do so by the Missouri Open Meetings Act. It shall not be considered a breach of this Agreement if Consultant discloses any information obtained in the course of performing its duties under the Agreement, its related Appendices and Exhibits as required by applicable law.

The terms and conditions of this Section 5.4 shall survive the termination of this Agreement.

5.5 Disclosure of Individually Identifiable Health Information. Both parties agree to the additional limitations and conditions set forth in HIPAA Business Associate Agreement. with respect to Covered Individuals' personal identifiable health information created or received by

Consultant in the course of performing its obligations under the Agreement, its related Appendices, Exhibits and Attachments. If there is a conflict between this Agreement and the HIPAA Business Associate Agreement, the HIPAA Business Associate Agreement will control but only with respect to the subject matter of the HIPAA Business Associate Agreement.

5.6 Notices and Communications. All notices between Client and Consultant provided for herein may be sent by confirmed facsimile; by guaranteed overnight mail, with tracing capability; by first class United States mail, with postage prepaid; or by email addressed to the other party at their respective addresses set forth as follows:

To Consultant:	Matt McGrath Division Vice President 7777 Bonhomme, Suite 2300 Clayton, MO 63105
To Client:	Superintendent Board of Education of the City of St. Louis 801 N. 11th Street St. Louis, MO 63101
With a second copy to:	Chief Human Resources Officer Board of Education of the City of St. Louis 801 N. 11th Street St. Louis, MO 63101

All notices shall be deemed provided when sent except as otherwise set forth in this Agreement. Client further agrees that Consultant may communicate confidential, protected, privileged or otherwise sensitive information to Client through a named contact(s) designated by Client ("Client Contact") and identified in this Agreement.

5.7 Term and Termination of Agreement.

The initial term of this Agreement begins on September 1, 2007 and shall end on August 31, 2008 (the "Initial Term").

After the Initial Term, this Agreement will automatically renew for two (2) additional one-year periods unless terminated by either party upon at least 30 days prior written notice to the other. Consultant shall be paid for Services satisfactorily performed up to the time notice of termination is received. Consultant shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination, as long as all such performed Services are approved by the Board in a separate writing and in advance of their performance. This Agreement shall terminate automatically at the end of the second Renewal Term, unless otherwise agreed to in writing by the parties.

During and after the Initial Term either party may terminate all or part of this Agreement (including Exhibits, Appendices and Attachments) for any reason effective no earlier than 30

days after written notice is provided to the other party. Termination of one Appendix, Exhibit or Attachment will not terminate the Agreement or the other Appendices, Exhibits or Attachments except as specifically set forth in the written notice. However, if the reason for termination is that either party breached the Agreement or standard of care as set forth herein, the affected party must allow the other party 15 days from date of notice to cure before sending a written notice of termination. This Agreement (including its related Appendices, Exhibits and Attachments) will automatically terminate on the earliest of the following dates:

1. the date that all Benefit Plans for which related services are provided under this Agreement have been terminated except for any post-termination processing period agreed to by Consultant; or
2. the date that this Agreement or all of the Benefit Plans for which related services are provided in accordance with this Agreement become illegal or are in violation of applicable law.

Termination of this Agreement (including its related Appendices and Exhibits) shall not terminate the rights or obligations of either party arising prior to the effective date of such termination. The indemnity, confidentiality and privacy provisions of this Agreement shall survive its termination.

5.8 Interpretations. The parties hereto acknowledge and agree that the terms and provisions of this Agreement, will be construed fairly as to all parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement.

5.9 Governing Law. 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 arising out of, or 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 agree that no action concerning this Agreement may be commenced anywhere but the City of St. Louis.

5.10 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Client, Consultant and their respective successors or assigns, any rights, remedies or obligations whatsoever.

5.11 Business Associate Agreement; Privacy. Consultant shall enter into a Business Associate Agreement with Client and shall comply with all provisions of the Health Insurance Portability and Accountability Act and all other applicable privacy laws in connection with services performed under this Agreement.

5.12 Independent Contractor. Consultant is and will remain an independent contractor and will not be deemed an employee of Client, a partner or engaged in a joint venture with Client, or governed by any legal relationship other than that of independent contractor. Accordingly, Consultant shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Consultant's Services, 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 and Consultant's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Consultant shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the Board or to attempt to bind the Board.

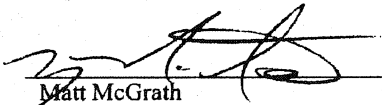
5.13 Ownership of Completed Services. Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any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

5.14 Binding Effect. This Agreement will not be binding and effective unless and until it is executed by both parties

IN WITNESS WHEREOF, Client and Consultant have caused this Agreement, its related Appendices and Exhibits to be executed in their names by their undersigned officers, the same being duly authorized to do so.

Holmes Murphy and Associates, Inc.

By



Matt McGrath

Division Vice President

THE BOARD OF EDUCATION OF THE CITY OF ST. LOUIS

Signed:



Name:

Diana Bauer

Title:

Superintendent

APPENDIX 1 SERVICE CHARGES

Consultant professional fees are based upon time expended by specific individuals. The fees do not include out-of-pocket expenses, including expenses related to travel outside of the state. Consultant agrees that expenses are subject to review by Client and unreasonable out-of-pocket expenses may not be fully reimbursed. Client agrees to pay Consultant professional fees as outlined in Exhibit I for Services including those Services described in Appendix 3. These annual fees are payable in quarterly installments and Consultant agrees to submit invoices to Client on a quarterly basis.

Additional programs and services will be provided on a project basis for an additional fee to be disclosed in writing and shall be undertaken upon mutual agreement between Consultant and Client. Such programs and services may include, but not be limited to, retiree medical plans, special employee surveys, employee communication materials, and long-term care insurance.

Exhibit 1 *Consulting Fees*

<i>Description</i>	<i>Fee</i>
First Year	
Consulting Fee	\$135,000
Second Year	
Consulting Fee	\$140,000
Third Year	
Consulting Fee	\$145,000

Fees for actuarial services not included Appendix 3, or printing charges for benefit communication materials, may be billed separately, with written approval by the Client. The following rates shall apply for those services:

[]

Special projects in addition to the Services listed in Appendix 3 (i.e. implementation of new benefit plans) may be billed separately and in addition to the annual retainer fee, subject to prior approval of fees by the Client.

APPENDIX 2

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between St. Louis Public Schools, ("Covered Entity") and Holmes Murphy and Associates, Inc., ("Business Associate") effective as of September 1, 2007 ("Effective Date").

WHEREAS, the Covered Entity maintains a group health plan as defined in the privacy rules adopted pursuant to the Health Insurance Portability and Accountability Act of 1996¹ (HIPAA);

WHEREAS, the Business Associate wishes to perform on behalf of the Covered Entity treatment, payment, or health care operations as defined by HIPAA;

WHEREAS, the parties wish to set forth their understandings with regard to the use and disclosure of Protected Health Information (PHI) by the Business Associate in performance of its obligations;

In consideration of the mutual promises set forth below, the parties hereby agree as follows:

A. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. Use of Protected Health Information (PHI). Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement or as required by law.
2. Safeguards. Business Associate agrees that it will implement all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement. Business Associate agrees that performance of its obligations to implement safeguards includes establishing procedures that limit its use and disclosure of PHI to the minimum necessary amount of information required for the intended purpose, including limiting access to PHI within its organization to those employees with a need to know.
3. Unauthorized Disclosures of PHI. Business Associate shall, within ten (10) days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a third party, report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.
4. Agreements With Third Parties. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of the Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

¹ The HIPAA Privacy Rules were originally published at 65 Fed. Reg. 82462 on December 28, 2000 and amended on August 14, 2002 as set forth at 67 Fed. Reg. 53182.

5. Access to Information. Within ten (10) days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within two (2) days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.
6. Availability of PHI for Amendment. Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.
7. Inspection of Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary of the U.S. Department of Health and Human Services or designee, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
8. Accounting of Disclosures. Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR 164.528. Business Associate shall provide an accounting of disclosures made during the six years prior to the date on which the accounting is requested. At a minimum, the accounting of disclosures shall include the following information:
 - (a) Date of disclosure,
 - (b) The name of the person or entity who received the PHI, and if known, the address of such entity or person,
 - (c) A brief description of the PHI disclosed, and
 - (d) A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within two (2) days. Any denials of a request for an accounting shall be the responsibility of the Business Associate.

Business Associate agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.

B. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

1. Business Associate shall not use or disclose any PHI for any purpose other than performance of services for Covered Entity in its role as consultant for Covered Entity's health and welfare insurance plans. Except as otherwise limited by this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified above, provided that such use or disclosure would not violate HIPAA if done by the Covered Entity.
2. Except as otherwise limited by this Agreement, Business Associate may provide PHI to Zywave, Inc., a subcontractor of Consultant, for the limited purpose of providing data analysis and data aggregation services on behalf of the Covered Entity as defined in 45 CFR Sec. 164.501, provided that Zywave, Inc. enters into a Business Associate Agreement similar to this Agreement with the Covered Entity.

C. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
2. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

D. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

E. TERMINATION

1. Term. The term of this Agreement shall begin on the Effective Date and shall remain in effect until terminated under Section E(2) of this Agreement, subject to Section E(3) of this Agreement.
2. Termination. This Agreement shall be terminated only as follows:
 - (a) Termination For Cause. This Agreement may be terminated by the Covered Entity upon fifteen (15) days written notice to the Business Associate in the event that the Business Associate breaches any provision

contained in Paragraphs A or B of this Agreement and such breach is not cured within such fifteen (15) day period; provided, however, that in the event that termination of this Agreement is not feasible in the Covered Entity's sole discretion, Business Associate hereby acknowledges that the Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of this Agreement to the contrary.

- (b) Termination Due To Change in Law. Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Paragraph G(1) and no amendment has been agreed upon.
- (c) Termination Without Cause. Either may terminate this Agreement effective upon one hundred eighty (180) days advance written notice to the other party given with or without any reason.

3. Return or Destruction of PHI

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

Notwithstanding the above, to the extent that it is not feasible to return or destroy such PHI, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible, and the terms and provisions of Paragraphs A and B shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI.

F. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR 160.103 and 164.501. Capitalized terms within this Agreement are defined in the text or as follows:

- 1. Designated Record Set means a group of records maintained by or for the Covered Entity that is (a) medical records and billing records about individuals maintained by or for the Covered Entity, (b) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan, or (c) used, in whole or in part, by or for the Covered Entity to make decisions about individuals. As used herein the term "record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for the Covered Entity.
- 2. Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and

- (a) is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - (b) relates to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, present, or future payment for the provision of healthcare to an individual; and (1) identifies the individual or (2) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
3. Protected Health Information (PHI) means Individually Identifiable Health Information that is (a) transmitted by electronic media, (b) maintained in any medium constituting electronic media, or (c) transmitted or maintained in any other form or medium. PHI shall not include (a) education records covered by the Family Education Right and Privacy Act, as amended, 20 USC Sec. 1232g and (b) records described in 20 USC Sec. 1232g(a)(4)(B)(iv)..

G. GENERAL PROVISIONS

- 1. Amendment. This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of HIPAA.
- 2. Remedies. The parties acknowledge that breach of Paragraphs A or B of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a breach, or if Covered Entity has actual notice of an intended breach, Covered Entity shall be entitled to a remedy of specific performance and/or injunction refraining Business Associate from violating or further violating this Agreement. The parties agree the election of the Covered Entity to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right the Covered Entity may have to recover damages.
- 3. Survival. Business Associate's obligation to limit its use and disclosure of Protection Information as set out in Paragraphs A and B survive the termination of this Agreement.
- 4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri.
- 5. Assigns. Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
- 6. Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.

7. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with HIPAA.
8. Notices. Any notice given under this Agreement must be in writing and delivered (i) via first class mail, (ii) via reputable overnight courier service, or (iii) in person to the following addresses, or to such addresses, email addresses or facsimile numbers as the parties may specify by like notice:

If to Covered Entity: _____

If to Business Associate: _____
Matt McGrath

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

St. Louis Public Schools

Holmes Murphy and Associates, Inc.

Signed: [Signature]
Date: 12-7-07
Name: (Print): Djara Ba
Title: SWT

Signed: [Signature]
Date: 12/6/07
Name: Matt McGrath
Title: Division Vice President

APPENDIX 3 SCOPE OF SERVICES PROVIDED BY CONSULTANT

1. **General Scope of Services.** Consistent with Exhibit A, Consultant will provide Client advice and consultation about the health insurance industry, structuring self-funded health care programs, third party administrators, insurance and service providers, products, underwriting, related reasonable costs, as well as consulting, actuarial, and brokerage services, for the following compensation and benefit programs listed below:

- Medical Prescription Drugs
- Dental
- Vision
- Short Term Disability/Salary Continuation
- Long Term Disability
- Group Life Insurance
- Voluntary Life and AD&D
- Cafeteria Plan, including Medical Reimbursement and Dependent Care Expenses

The General Scope of Services will include the following, provided in a manner consistent with the expectations provided in Exhibit A:

- a. **Strategic Benefit Planning.** Consultant will provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- b. **Benefit Design.** Consultant will help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- c. **Administration.** Consultant will identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration. Services will also include the development of a performance guarantee agreement between Client and its third party administrator.
- d. **Funding.** Consultant will advise and counsel regarding program funding alternatives, including review fee proposals, recommend budget rates, employee contribution rates, and COBRA rates; select and procure appropriate stop loss terms; and monitor program costs against expectations.
- e. **Communication.** Consultant will assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.

- f. **Compliance Tools & Legislative Information.** Consultant will provide informational materials on legislative developments impacting employee benefit plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, and Section 125.
- g. **Meetings with Client and Vendors.** Services will include attendance at and facilitation of regular meetings with Client and vendors as needed to facilitate program management including day-to-day operations and planning program changes.
- Consultant shall meet with Client on a quarterly basis to review all activities performed by Consultant during the prior quarter. The meetings will include discussion of business concerns, including presentations of options and recommendations.
 - Consultant shall meet with Client semi-annually to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Client's organization.
 - Consultant shall meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year, and agree upon Consultant's fees for the next twelve month period.
- h. **Day-to-Day Administrative Issues.** Consultant shall provide assistance in the daily administration of programs, including but not limited to resolution of vendor service issues and addressing questions and concerns raised by Client's employees and management.
- i. **Stewardship Report.** Consultant will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:
- Specific quantifiable and measurable goals and objectives for Consultant's team relating to Client's programs; and
 - Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.
- j. **Data Analysis.** Upon receipt of acceptable claims data, Consultant will provide Client with a) a summary health plan management report analyzing health care claims paid during the previous twelve month period; b) an online claims analysis tools that allows drill down and further analysis of claims data; and c) an online plan modeling tool that evaluates the impact of plan design changes before they are implemented. Consultant will analyze health care claims data and provide Internet-based data analysis tools on an annual basis.

2. Specific Services. Specific Services provided by Consultant under the Agreement shall include:

- Preparing a strategic plan for a health care program including a feasibility analysis (including plan design and cost analysis) for a self-funded health benefits program. The strategic plan will evaluate the appropriateness of alternative financing mechanisms such as partial or self-funding, and the financing structure, including recommended retention levels, stop-loss limits, etc. It will contain recommendations on the benefit plan design and costs and a comparative analysis of the plan to those of similar employers. The plan shall contain a discussion of initiatives for cost reduction with respect to pharmacy costs including but not limited to cost related to the Medicare D eligible population. The strategic plan will outline a recommended direction for health care benefits for the Client
- General benefits consultation on an as-needed basis for employee welfare benefits programs offered by the Board.
- Identifying appropriate markets, emerging plan costs and benefit practices.
- Preparing specifications for Requests for Proposal ("RFPs") for insurers, self-insurance third party administrators and other service providers for an insured or self-funded health care program and for other welfare benefit programs. Conducting comparative analysis of proposals, make recommendations, and assist in negotiation of contracts and administrative services only agreements. Services shall include: establishment of performance standards to be included in RFPs; incorporating provisions for future requirements, such as cost containment initiatives; determining the historical and management data needs to be included in RFPs, along with the data reporting formats; determining items of plan information and utilization data needed to allow a prospective contractor to make a competitive bid (these elements include population data, plan of benefits, utilization data, financial data, and other important data); identifying all other information required for RFPs; working with the Client's staff to establish vendor selection criteria; participating in bidders' question-and-answer meetings, interviews, and site visits with finalists; reviewing the proposals received and providing a written analysis of their conformance to the selection criteria contained in the RFP, including scoring of proposals; conducting a comparative analysis of proposals and making recommendations; participating in final negotiations with the selected vendor and assisting in negotiation of contracts and administrative services only agreements.
- Evaluating and monitoring health care vendors on an on-going basis; including providing on-going monitoring of health claims in line with benefit coverage to assure accuracy of monthly reports, evaluating claims cost and quality of service under current vendor contracts; providing advice on claims costs and benefit design content, coverage, and scope and assisting in controlling costs including analysis and advice on how to handle claims that are unavoidable (due to diseases and accidents.) and avoidable claims related to lifestyle choices (e.g., smoking,

obesity, drinking alcohol, not wearing seat belts, etc). Ongoing evaluation will encompass areas where service needs to be improved or new services are needed to achieve financial and strategic goals, areas where other vendors can add value to program administration and, recommendations on areas in which new or additional request for proposals is recommended.

- Advising and assisting in reviewing contract renewals, plan documents, insurance policies and other documents for applicability, accuracy and consistency. Continued negotiation of services and rates focusing on competitive services to be provided, competitive rates for each service, performance measures and guarantees, and frequency and content of reports.
- Evaluating appropriateness of alternative financing mechanisms such as partial or self-funding, and assist in structuring such financing, including recommendation retention levels, stop-loss limits, etc.
- Providing any necessary actuarial services, including funding needs projections and establishing premiums or funding. [GASB valuations may be provided for an additional fee.]
- Advising and assisting in complying with federal and state requirements (not including legal or accounting consulting services).
- Advising on pending or new legislation and updates or changes to tax laws, IRS regulations and applicable state laws.
- Assisting in design and delivery of employee health benefits communication pieces concerning: open enrollment, current plan design and alternatives; how participants can get the most and best care from their health plan; the plan participant's role and responsibilities in consumer-driven health care; changes in the plan; how to file claims for the fastest turn-around; data about preventive health care initiatives (e.g., smoking cessation, obesity, etc.); health care choices and future trends; and the design of appropriate incentives and health improvement programs.
- Being available, as needed, to answer questions and resolve issues that arise during the year regarding employee benefits contract administration and service, including providing ongoing general advice and assistance including but not limited to: general benefits consultation on an as-needed basis for employee welfare benefits programs offered by the Board; as needed answers to questions and resolution of issues that arise during the year regarding employee benefits contract administration and service; updates identifying; appropriate markets, emerging plan costs and benefit practices.
- Providing to Client's Human Resources department monthly status reports on consultant's assignments, completed and outstanding work, important findings and recommendations, and other concerns and issues related to the scope of services.
- Participating at the Board's request in meetings of the Board of Education staff, the Joint Benefits Committee (which is a committee composed of members of

Local 420, St. Louis Teachers & School Related Personnel Union of the American Federation of Teachers, AFL-CIO, the Benefits Manager for the Public School Retirement System of the City of St. Louis and members of the staff of the Human Resources Division of the Board of Education) and meetings of the Trustees of the Board of Education Health Benefits Trust (which is the funding vehicle for many benefits). This participation shall include telephone conferences, attendance at meetings and providing presentations on matters which include but are not limited to, the status of health care costs; the quality and accuracy of claims administration; legal developments about the health care industry and trends in consumer-driven health care.

- Arranging and coordinating face to face meetings and conference calls between all Board of Education health and welfare vendor's and Board of Education staff (and other invitees at the Board's election) to address implementation, service and coverage issues.

APPENDIX 4
PERFORMANCE GUARANTEES

1. In the event Consultant fails to provide the Services consistent with this Agreement, including the warranties and representations set forth in the Agreement, Client may, at its option:
 - (a) Require Consultant to re-perform the unsatisfactory Services at no cost to the Board;
 - (b) Refuse to pay Consultant for Services, unless and until Services are corrected and performed satisfactorily;
 - (c) Require Consultant to reimburse the Board for all amounts paid for such unsatisfactory Services; and/or
 - (d) Proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the Board of Education shall be deemed to be mutual and severable, and not exclusive.
2. Performance will be reviewed by Client and assessed by Client on a quarterly basis unless otherwise noted. In the event that Client intends to utilize any option provided in section 1, Client will provide written notice to Consultant describing the Services and breaches of the Agreement.
3. Consultant is not responsible for any failure to provide a Service because of:
 - (a) the failure of Client or Client's vendor(s) to deliver to Consultant accurate data in a timely manner as scheduled,
 - (b) any change in plan design or operational issues at Client where Consultant is not given a minimum of thirty (30) days prior notice and which significantly impacts the ability of Consultant to provide its Services,
 - (c) any cessation, interruption or delay due to causes beyond its reasonable control by reason of natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, terrorism, war or armed conflict, or the inability by reason of such causes to obtain Internet access. However, this subsection (iv) shall only apply if Consultant maintains back up systems reasonably necessary to avoid disruption of service.

SAINT LOUIS PUBLIC SCHOOLS

Date: October 26, 2009

To: Kelvin R. Adams, Ph.D.

From: Sharonica Hardin, Chief Human Resource Officer

Agenda Item: 11-19-09-03
Information: ☐
Conference: ☐
Action: ☒

Subject:

This is a contract renewal with Fringe Benefits Management Company (FBMC) to administrate services for the period from July 1, 2009 through June 30, 2010 at a cost not to exceed \$202,000.

Background:

Although this is year three of a three year agreement, this contract is being presented for Board approval in compliance with revised and more stringent procurement practices. This contract was publically bid in September of 2006.

CSIP Goal #3, Row 154

MSIP 5.1

Funding Source :990-00-110-2832-6319

Requisition No. 10115242

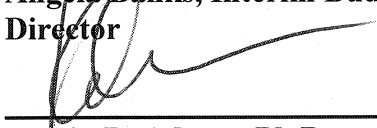
Cost not to exceed: \$202,000.00

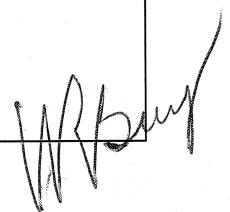
Recommendation: Approval


Sharonica Hardin, Chief Human Resource Officer


Enos Moss
CFO / Treasurer


Angela Banks, Interim Budget
Director


Kelvin R. Adams, Ph.D.
Superintendent





Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 10/22/09
Dept / School: Human Resources		Reported By: Karen Shelton Henry
Vendor: Fringe Benefits Management Co.		Vendor #: 600012681
Contract # / P.O. / #:		Contract Name: Benefits Administration
Contract Amount: \$ 202,000.00		Award Date: 11/21/06
Purpose of Contract (Brief Description): Administration of the Section 125 Benefit Plans and COBRA Administration		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 4 ③ 2 1	
Timeliness of Delivery or Performance	5 4 ③ 2 1	
Business Relations	5 4 ③ ② 1	
Customer Satisfaction	5 4 ③ 2 1	
Cost Control	5 4 ③ 2 1	
Average Score	3	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



Request for Contract Renewal Form

Date of Submittal: 10/22/09
Name of Department Head submitting Request: Sharonica Hardin
Name of Contract: Fringe Benefits Management Co.
Purpose of Contract: Benefits Administration
Are there changes versus prior year contract <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes explain Changes:
Total Cost of Contract (estimated cost of expenses inclusive): \$202,000.00
Vendor Name: Fringe Benefits Management Co. Vendor Number: 600012681
Start Date of Contract: 03/01/2007
Expiration Date of Contract: 02/28/2010
Department Responsible for Vendor Performance Monitoring: human Resources/Benefits
Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Date:
Superintendent Signature

Please attach the Vendor Performance Report and Proposed Contract

FBMC SERVICE AGREEMENT

The Board of Education of the City of St. Louis ("Employer") has asked FBMC to provide administrative services for certain employee benefit plans maintained by Employer ("Benefit Plans") as described in this FBMC Service Agreement ("Agreement"). In consideration of the mutual promises contained in this Agreement, Employer and FBMC agree as follows:

ARTICLE I INTRODUCTION

1.1 Effective Date and Term. The effective date of this Agreement is March 1, 2007 ("Effective Date") and will continue until such time as the Agreement is terminated in accordance with Section 5.8 herein. This Agreement also includes by reference the following Appendices, Exhibits and Attachments:

Appendices:

- Services Charges (Appendix 1)
- Code § 125 Pre-tax Salary Reduction Services And Reimbursement Account Services (Appendix 2)
- HIPAA Confidentiality (Appendix 3)
- Enrollment Services (Appendix 4)
- Direct Bill Services for Unpaid Leave of Absences Services (Appendix 5)
- Federal COBRA and HIPAA Portability Services (Appendix 6)
- Performance Guarantees (Appendix 7)
- Scope of Services (Appendix 8)

Exhibits:

- FBMC Proposal to Request for Proposal (Exhibit A)
- Request for Proposal (Exhibit B)

Each Appendix, Exhibit and Attachment attached hereto is incorporated by reference and made a part of this Agreement. The responsibilities of the parties set forth in the Appendices, Exhibits and Attachments are in addition to any responsibilities set forth in the Agreement. If there is a conflict between the Appendices, Exhibits and Attachments and the Agreement, the Agreement controls.

ARTICLE II FBMC'S RESPONSIBILITIES

FBMC will be responsible for providing the services described in this Article II, Exhibit A Scope of Services and any additional items

described in the Appendices, Exhibits and Attachments attached hereto.

No more frequently than monthly, FBMC shall provide Employer with updated reports summarizing the eligibility data provided by Employer ("Eligibility Reports") by electronic medium unless otherwise agreed by the parties. The Eligibility Reports shall specify the effective date for each Participant who is added to or terminated from participation in Employer's Benefit Plans. Such Eligibility Reports shall be considered PHI and, when transmitted by or maintained in electronic media shall be considered electronic PHI, and subject to the privacy and security rules under HIPAA and this Agreement.

FBMC shall perform the COBRA Services with respect to the Plan in accordance with a reasonable good faith interpretation of the federal COBRA and HIPAA requirements.

The services provided by FBMC shall be subject to the performance guarantees ("Performance Guarantees") attached hereto as Appendix 7.

2.1 Bonding and Insurance. FBMC will maintain a fidelity bond and other appropriate forms of insurance on all FBMC Employees who handle Employer and/or employee contributions provided to FBMC by Employer in accordance with the terms of this Agreement.

During the term of this Agreement, FBMC shall maintain the following insurance coverage in at least the following amounts:

1. Workers' Compensation with statutory limits required by each state exercising jurisdiction over the FBMC employees and agents engaged in performing services under this agreement.
2. Employer's Liability coverage with a minimum limit of \$500,000 for bodily injury by accident or disease.

3. Commercial General Liability coverage (including products and completed operations, blanket or broad form contractual, personal injury liability and broad form property damage) with minimum limits of one million dollars (\$1,000,000) per occurrence for bodily injury/property damage and one million dollars (\$1,000,000) for personal injury and products/completed operations.

4. Business Automobile Liability coverage (covering the use of all owned, non owned and hired vehicles) with minimum limits (combined single limit) of one million dollars (\$1,000,000) for bodily injury and property damage.

5. Excess or Umbrella Liability coverage with a minimum limit of two million dollars (\$2,000,000) coverage in excess of the coverage as set forth in items 2, 3, and 4 above.

6. Employee Dishonesty (Fidelity) and Computer Crime coverage (for losses arising out of or in connection with any fraudulent or dishonest acts committed by employees of FBMC, acting alone or in collusion with others) with a minimum limit of four million dollars (\$4,000,000).

7. Errors & Omissions coverage in the amount of three million dollars (\$3,000,000).

The foregoing coverages shall be maintained with insurers which have an A.M. Best rating of A- or better and /or an equivalent rating from a recognized insurance company rating agency.

FBMC's policies shall be primary and any insurance maintained by Employer is excess and noncontributory. FBMC will name Employer as an additional insured to items 3 and 4 listed above. Promptly upon Employer's written request for same, FBMC shall cause its insurers or insurance brokers to issue certificates of insurance evidencing that the coverages required under this Agreement are maintained and in force. In addition, FBMC will use reasonable efforts to give 30 days notice to Employer prior to cancellation or non-renewal of any of the policies providing such coverage.

This section does not replace or otherwise amend, in any respect, the limitations on FBMC's liability as set forth elsewhere in this Agreement.

2.2. Liability.

1. Bodily Injury and Property Damage Indemnity. FBMC will defend Employer against, and will pay damages assessed (including reasonable attorneys' fees and settlement amounts) against Employer, in any suit or cause of action alleging (i) bodily injury or death arising or resulting from the negligence or willful misconduct of FBMC and (ii) damages to real or tangible personal property caused by the negligence or willful misconduct of FBMC, except that the foregoing clauses (i) and (ii) shall apply only to the extent that the same arises directly out of the physical actions of FBMC's employees and agents, and shall not apply to any claim to the extent based upon an error or omission in the Services (as the term "error or omission" is customarily understood in the context of processing or clerical services). The obligations of FBMC under the provisions of this subsection 2.2.1 shall apply only if (i) FBMC is promptly notified in writing of any suit or cause of action; (ii) FBMC controls any negotiations and defense and Employer assists as reasonably requested by FBMC, and (iii) Employer takes all reasonable steps to mitigate any potential damages.

This liability shall survive termination of this Agreement.

2. Liability for Claims and Expenses. FBMC does not insure nor underwrite any Benefit Plan liability of Employer and is not financially responsible for the claims payable under and/or expenses incident to the Benefit Plans. FBMC will provide to Employer and/or Employer's legal counsel, upon request and subject to any limitations described in this Agreement, any documentation in FBMC's possession that may relate to any claim for benefits and/or expenses.

3. Licenses. FBMC is responsible for payment of all taxes due from FBMC in connection with the licenses required for FBMC to do business as described herein, including, but not limited to, as applicable, City of St. Louis Gross Receipts and License Taxes.

2.3 Benefit Plan Documents and Forms. To the extent set forth in the applicable Appendices and Exhibits attached hereto, FBMC may provide Employer with sample documents

and forms related to administration of the Benefit Plans for which FBMC provides administrative services under this Agreement. Such sample documents and forms will be prepared in accordance with the standard of care set forth in Section 2.5.

2.4 Recordkeeping. FBMC will maintain the usual and customary books, records and documents, including electronic records in FBMC's possession for eight (8) years following the date the record was created, or received by FBMC. During this period, Employer has the right of continuing access to these documents and as such FBMC will deliver copies of all such books, records and documents in its possession to Employer or its designee as soon as possible but no later than 30 days after written request from the Employer has been provided.

Employer shall be required to pay FBMC's reasonable charges for transportation or duplication of such records, only if this Agreement has been terminated. This provision shall survive termination of this Agreement.

2.5 Care and Diligence. FBMC shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement in the same manner that any other prudent service provider in the same industry would exercise its powers and perform its duties.

2.6 Non-Discretionary Duties; Additional Duties. The services to be performed by FBMC under this Agreement shall be ministerial in nature and will generally be performed in accordance with the terms of the Benefit Plans established by the Employer and FBMC's standard operating procedures. FBMC and Employer may agree to additional duties by amending this Agreement in accordance with Section 5.3.

2.7 Third Party Vendors. FBMC may, with written agreement from the Employer, contract with one or more third parties for purposes of assisting FBMC with the fulfillment of its duties and responsibilities under this Agreement. FBMC agrees to indemnify Employer and hold its Board Members, officers, and employees harmless from any claim, demand, or expense arising from the negligent, intentional and/or grossly negligent act or omission of such third party.

2.8 Customer Service and Electronic Administrative Services. To the extent set forth in the applicable Appendices, Exhibits and Attachments, FBMC may provide certain administrative services electronically. FBMC shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations to provide such services hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, terrorism, war or armed conflict, or the inability by reason of such causes to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

2.9 Indemnification by FBMC; Liability for Errors and Omissions. Except as provided elsewhere in this Agreement and notwithstanding anything in this Agreement to the contrary, FBMC agrees to indemnify Employer and hold its officers, Board members and employees harmless from and against all direct, monetary, compensatory damages (including reasonable attorney's fees) resulting from, or arising out of, FBMC's breach of the standard of care set forth in Section 2.5 herein.

Under no circumstances will FBMC be liable to Employer in a breach of contract claim for other than monetary, compensatory damages that are reasonably ascertainable (including reasonable attorney's fees). FBMC has no duty or obligation to defend any legal action or proceeding brought to recover benefits under the Benefit Plans unless such action is necessary as a result of FBMC's breach of the standard of care set forth in Section 2.5 herein. Other than the preceding sentence, FBMC is only obligated to the Employer and nothing under this Agreement shall be deemed to confer any responsibility on FBMC to any person covered under the Benefit Plans ("Covered Individual").

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXCEPT FOR LIABILITY RESULTING FROM, AND COVERED BY SECTION 2.2 ABOVE, THE MAXIMUM TOTAL LIABILITY OF FBMC SHALL BE LIMITED TO THE GREATER OF (A)

DIRECT MONEY DAMAGES IN A TOTAL AGGREGATE AMOUNT NOT TO EXCEED 12 TIMES THE AVERAGE MONTHLY CHARGE FOR SERVICES (AS DEFINED UNDER THIS AGREEMENT) OR (B) \$200,000. THIS REMEDY IS EMPLOYER'S SOLE AND EXCLUSIVE REMEDY FOR ERRORS AND OMISSIONS.

TO THE EXTENT THAT FBMC HAS PROVIDED SERVICES FOR LESS THAN 12 MONTHS, THE AVERAGE MONTHLY CHARGE SHALL BE DETERMINED BY DIVIDING THE TOTAL AMOUNT PAID FOR SERVICES BY THE NUMBER OF MONTHS OF SERVICE.

If solely as a result of an error or omission made by FBMC in performing the COBRA and or HIPAA Services hereunder, (I) a court of applicable jurisdiction imposes or assesses a penalty upon or against Employer, or (II) excise taxes are imposed upon Employer under the applicable provisions of the Internal Revenue Code of 1986, as amended, FBMC will pay all such penalties and excise taxes (subject to the right to challenge the imposition of such penalties or excise taxes) resulting solely from FBMC's error or omission.

NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF PROFITS OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF IT HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

THIS LIABILITY SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

2.10 Prior Administration OF Employer's FSA Plan. Unless otherwise agreed to herein, FBMC shall have no duty, obligation, or liability with respect to claims incurred prior to the beginning date of this Agreement ("Prior Reimbursement Requests") and administration (or other) services under Employer's FSA Plan arising prior to the beginning date of this Agreement ("Prior Administration"), regardless of whether such services were/are to be performed prior to or after the beginning date of this Agreement.

Employer agrees that unless otherwise agreed to herein: (a) FBMC has no responsibility or

obligation with respect to Prior Reimbursement Requests and Prior Administration under Employer's FSA Plan; (b) Employer shall be responsible for the proper handling of Prior Reimbursement Requests and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal (e.g., IRS substantiation) requirements under Employer's FSA Plan.

Notwithstanding the foregoing, it has been agreed between FBMC and Employer as follows, with respect to medical reimbursement and dependent care reimbursement under Employer's FSA Plan:

a. The Prior Administrator shall handle the run out on claims incurred with respect to amounts deferred or benefits accrued on or prior to 12/31/2006.

b. The Prior Administrator may handle claims with respect to amounts deferred or benefits accrued on or prior to 3/31/07 and the Employer shall cause the Prior Administrator to provide FBMC with an accounting of such claims.

c. FBMC shall handle claims with respect to amounts deferred or benefits accrued on or after 1/1/2007 (other than those described in b. above).

2.11 Compensation. Unless otherwise expressly permitted herein, FBMC shall not receive compensation from third parties including but not limited to insurance commissions, referral or finder fees by reason of its services under this Agreement. FBMC agrees to notify Employer within 30 days of receipt of any compensation directly or indirectly earned by FBMC from third parties with respect to services it provides to Employer during the term of this Agreement, and to credit Employer with any amounts so received.

2.12 Transitional Run Out Services upon termination. In the event of termination of services under this contract Employer may, at its option, request transitional run out services from FBMC for a period not to exceed 90 days after contract termination. This request shall be made within 30 days of the termination notice provided in the contract.

Such transitional run out services shall be provided prior to contract termination and/or for a period not to exceed 90 days after contract termination and may entail the following:

1. Delivery of all services previously performed under the terms of this contract.
2. Transfer of data and records to replacement vendor as designated by Employer.
3. Records and data shall be made available in electronic and paper format acceptable to the new vendor and Employer.
4. Data or records not reasonably available using generally available data formats or requiring custom programming or information technologic assistance to produce may be separately billed by FBMC at a rate not to exceed \$175 per hour. Any such extra charges shall be approved in advance and in writing by Employer.

Transitional run out services may be purchased at Employer's option in 30 day increments. Should transitional run out services be provided and should such services include the services provided in 2.12.1 above, FBMC shall be entitled to its monthly administrative fees at the monthly rate established by this Agreement for the month preceding contract termination. If the services set forth in 2.12.1 above not be requested, the cost of such services shall be established by mutual agreement of the parties. Transitional services beyond 90 days can only be purchased by Employer with the mutual written consent of both parties.

ARTICLE III EMPLOYER RESPONSIBILITIES

Employer will be responsible for the items described in this Article III and any additional items described as Employer responsibilities in the Services Appendices, Exhibits and/or Attachments attached hereto.

3.1 Employer Responsibilities. Employer will not represent to covered individuals or to any third party that FBMC is the "Plan Administrator" of its Benefit Plans, as that term is defined under the Employee Retirement Income Security Act of 1974. FBMC's general responsibility under this Agreement is to assist the Employer with

satisfaction of certain of its responsibilities under its Benefit Plans which are ministerial in nature.

As to its FSA Plan: (i) Employer has sole responsibility for the establishment of such plan and sole discretionary authority and responsibility for construing and interpreting the provisions of and deciding all questions of fact arising under such plan; and (ii) Employer is responsible to ensure compliance with all applicable laws and regulations.

It is the Employer's responsibility to ensure that any template or sample documents and forms provided to Employer by FBMC in accordance with this Agreement, comply with applicable laws and regulations.

It is Employer's responsibility to pay any fee or penalty arising from the Benefit Plans that is assessed by the Internal Revenue Service, the Department of Labor, and/or other federal or state governmental agencies unless such fee or penalty is due as a result of FBMC's breach of the standard of care set forth in Section 2.5 of this Agreement.

Employer hereby appoints FBMC as its Benefits Administrator for the performance of the services required to be provided by FBMC during the term of this Agreement.

Employer agrees to process and implement, as soon as reasonably possible, for the payroll period with respect to which such Payroll Cutoff Date is applicable all properly executed payroll deduction and reduction authorization forms for the FSA Plan which are received by the Employer on or before the Payroll Cutoff Date.

3.2 Scope of Undertaking.

Employer acknowledges that FBMC is not an accounting or law firm and no services provided by FBMC in accordance with this Agreement will be construed as tax or legal advice as a result of providing such services.

3.3 Payments to FBMC. In consideration for the services provided by FBMC in accordance with this Agreement, Employer agrees to pay to FBMC the applicable Service Charges in accordance with Article IV of this Agreement.

3.4 Information to FBMC.

Employer shall furnish the information requested by FBMC as determined necessary to perform FBMC's functions hereunder. Information shall be provided to FBMC in the time and in the manner agreed to by Employer and FBMC. Employer will furnish the information required by this Agreement to be furnished to FBMC in a format mutually agreed upon by the parties. The information that Employer shall be required to provide to FBMC shall include but not be limited to information concerning the eligibility of individuals to participate in the Benefit Plans and eligibility of individuals to receive benefits under Employer's FSA Plan.

FBMC shall assume that all information provided to FBMC by Employer or a designee of Employer (e.g. another third party administrator) is complete and accurate and is under no duty to question the completeness or accuracy of such information. Employer understands that FBMC cannot accurately perform its duties under this Agreement without accurate and timely information. Employer shall be responsible for reviewing Eligibility Reports it receives from FBMC for accuracy and advising FBMC promptly of any errors therein.

Employer understands that an additional fee may be required if FBMC is required to take corrective action as a result of inaccurate or untimely information provided by Employer. FBMC shall not have any obligation to credit Employer for any claims expenses or administrative fees incurred or paid to FBMC as a consequence of Employer failing to review Eligibility Reports for accuracy.

FBMC shall have no responsibility with regard to benefits paid in error under Employer's FSA Plan due to Employer's failure to timely update information provided to FBMC.

FBMC shall have no liability to Employer or any Covered Individual as a consequence of inaccurate and/or untimely information provided to FBMC by Employer, a Covered Individual or a third party who has provided information to FBMC at Employer's request (e.g. a prior or existing service provider). FBMC shall have no liability to Employer or any Participant as a consequence of an inaccurate Eligibility Report unless such inaccuracy is as a result of FBMC's breach of the standard of care set forth in Section 2.5.

The Employer further:

a) agrees to provide FBMC, on an annual basis prior to the inception of any Plan Year, with scheduled payroll dates and the corresponding dates or deadlines for the submission of Employee payroll deduction authorizations for each such payroll date (hereinafter the "Payroll Cutoff Date").

b) agrees to provide appropriate payroll data and other necessary data and information to enable FBMC to meet its obligations hereunder.

c) with respect to Employer's FSA, agrees to remit payroll deduction and reduction data, promptly after each payroll date in a format as mutually agreed upon by the parties, to the depository account designated by FBMC and approved by the Employer.

3.5 Indemnification by Employer. To the extent permitted by law, Employer agrees to indemnify and hold FBMC, its officers, directors and employees harmless:

(i) from and against all losses, liabilities, damages, expenses, reasonable attorneys' fees or other obligations, resulting from, or arising out of a claim, demand, judgment, settlement agreement, or lawsuit not directly attributable to FBMC's breach of the standard of care set forth in Section 2.5 herein or which is not the result of bodily injury or property damage pursuant to Section 2.2 and which results from Employer's negligent, grossly negligent or willful conduct, or from Employer's breach of a material provision of this Agreement;

(ii) from and against any liability, expense, demand or other obligation resulting from any premium charge, tax or similar assessment arising from the Benefit Plans not directly attributable to FBMC's breach of the standard of care set forth in Section 2.5 herein.

(iii) from all liability arising from non-negligent actions taken by FBMC pursuant to Employer's express written instructions.

Except as otherwise explicitly provided in this Agreement (including its related Appendices, Exhibits and Attachments), the Employer shall retain the liability for:

1) all FSA Plan benefits and all expenses incident to the FSA Plan not directly attributable to FBMC's breach of the standard of care set forth in Section 2.5 herein;

2) any state premium, or similar tax, however denominated, including any penalties and interest payable with respect thereto, assessed on the basis of and/or measured by the amount of FSA Plan benefits handled pursuant to this Agreement;

3) any legal action or proceeding by a FSA Plan participant to recover benefits under the FSA Plan; or

4) any cost, charge, tax, fine, penalty, or interest, however denominated, that may be assessed against FBMC or the Employer for any violation of the Code not directly attributable to FBMC's breach of the standard of care set forth in Section 2.5 herein.

This liability shall survive the termination of this Agreement.

ARTICLE IV COMPENSATION

4.1 Service Charges. The applicable charges for the services performed by FBMC in accordance with this Agreement are described in the applicable Appendix attached hereto ("Service Charges"). Service charges shall be assessed for any month during which services are performed.

Interest and penalties may be imposed on overdue Services Charges in accordance with Section 4.2 herein.

4.2 Payment of Charges. All Service Charges are due on the first day of each month that this Agreement is in effect; however, there will be a thirty (30) day grace period after which late payment charge may begin to accrue with respect to any unpaid Service Charges. The late payment charge shall not exceed 3% per annum.

FBMC may also terminate the Agreement in accordance with Section 5.8 herein if Service Charges are not paid within 30 days after the grace period expires.

Service Charges and late payment charges, if applicable, shall be payable by check pursuant to invoice provided to Employer by FBMC.

4.3 Escheatment. The State of Missouri requires escheatment of unclaimed moneys, which are represented by uncashed benefit checks, which are unprocessed by the FSA Plan Participants after several years. To the extent that Employer is required by law to escheat these moneys after the period prescribed by law has elapsed and to the extent permitted by the laws of Missouri, FBMC may assess a reasonable charge (not to exceed \$0) from such individual account balances for the accounting and processing of these moneys relative to the escheatment process.

4.4 No Commissions, Referrals or Finder Fees. The price to be paid by Employer shall be net of commissions and any referral or finder fee payments. FBMC agrees to provide to Employer within 30 days of receipt of any compensation directly or indirectly earned by FBMC from third parties with respect to services it provides to Employer during the term of this Agreement. FBMC shall not pay any commissions or any referral or finder fee payments to any third parties with respect to services it provides to Employer during the term of this Agreement.

ARTICLE V GENERAL PROVISIONS

5.1 Entire Agreement; Severability; Headings. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement will affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement. If a court declares any term of this Agreement invalid, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining valid provisions. The headings of sections and subsections contained in this Agreement are for reference purposes only and

shall not affect in any way the meaning or interpretation of this Agreement.

5.2 Compliance; Non-Waiver. Failure by Employer or FBMC to insist upon strict performance of any provision of this Agreement will not modify such provision, render it unenforceable, or waive any subsequent breach. No waiver or modification of any of the terms or provisions of this Agreement shall be valid unless in each instance the waiver or modification is accomplished pursuant to the amendment provisions of Section 5.3.

5.3 Assignment; Amendment. This Agreement, its related Exhibits and Appendices may be amended only by written agreement of duly authorized officers of FBMC and that individual authorized by the Board of Education of the City of St. Louis, provided that such amendment has been approved by the Board.

Neither party can assign this Agreement, its related Exhibits, Appendices and Attachments without the other party's written consent. The terms of this Agreement shall apply to any assignee or successor of Employer and/or FBMC.

5.4 Audits. Employer may perform no more than one (1) audit of the records specifically related to performance of the parties under this Agreement each year, subject to reasonable prior written notice to FBMC. Audits must be performed during normal working hours. An employee (other than the Contact Information as set forth in this Agreement) or an agent of Employer may perform audits provided such employee or agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Each party also agrees to provide such additional information and reports, as the other party will reasonably request.

FBMC may conduct quarterly or monthly reconciliation of internal accounting (control) files as determined in the Agreement, its related Appendices and Exhibits. FBMC may also conduct internal audits within the individual departments to validate controls, processes, systems, and accuracy.

5.5 Non-Disclosure of Proprietary Information. Employer and FBMC each

acknowledge that as a result of entering into this Agreement, each party has and will continue to reveal and disclose to the other information that is proprietary and/or confidential of such party. Employer and FBMC agree that each party (unless, in the case of the Employer, it reasonably believes it is required to do so by the Missouri Open Meetings Act) will (a) keep such proprietary and/or confidential information of the other party in strict confidence; (b) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (c) will not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement, its related Appendices and Exhibits.

For purposes of this Section, confidential information is any information identified as confidential and/or proprietary (or words of similar import).

Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under the Agreement, its related Appendices and Exhibits shall not be considered confidential information for purposes hereof; (a) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (b) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party, or (c) in the case of the Employer, it reasonably believes it is required to do so by the Missouri Open Meetings Act. It shall not be considered a breach of this Agreement if FBMC discloses any information obtained in the course of performing its duties under the Agreement, its related Appendices and Exhibits as required by applicable law.

The terms and conditions of this Section 5.5 shall survive the termination of this Agreement.

5.6 Disclosure of Individually Identifiable Health Information. Both parties agree to the additional limitations and conditions set forth in the Federal COBRA and/or HIPAA Portability Services Appendix (the "HIPAA Appendix") with respect to Covered Individuals' personal

identifiable health information created or received by FBMC in the course of performing its obligations under the Agreement, its related Appendices, Exhibits and Attachments. If there is a conflict between this Agreement and the HIPAA Confidentiality Appendix, the HIPAA Confidentiality Appendix will control but only with respect to the subject matter of the HIPAA Confidentiality Appendix.

5.7 Notices and Communications. All notices between Employer and FBMC provided for herein shall be sent by confirmed facsimile; by guaranteed overnight mail, with tracing capability; by first class United States mail, with postage prepaid; or by email addressed to the other party at their respective addresses set forth as follows:

To FBMC: Patricia K. Neely
Chief Compliance Officer
FBMC
3101 Sessions Road
Tallahassee, FL 32303.
tneely@fbmc-benefits.com

To Employer: Superintendent
Board of Education of the
City of St. Louis
801 N. 11th Street
St. Louis, MO 63101

With a second copy to:

Chief Human Resources
Officer
Board of Education of the
City of St. Louis
801 N. 11th Street
St. Louis, MO 63101

All notices shall be deemed provided when sent except as otherwise set forth in this Agreement. Employer further agrees that FBMC may communicate confidential, protected, privileged or otherwise sensitive information to Employer through a named contact(s) designated by Employer ("Employer Contact") and identified in this Agreement.

5.8 Term and Termination of Agreement.

The initial term of this Agreement begins on March 1, 2007 and shall end on February 29, 2008 (the "Initial Term").

After the Initial Term, this Agreement will automatically renew for two (2) additional one-year periods unless terminated by either party upon at least 30 days prior written notice to the other. This Agreement shall terminate at the end of the second Renewal Term, unless otherwise agreed to in writing by the parties.

Either party may terminate all or part of this Agreement (including Exhibits, Appendices and Attachments) for any reason effective no earlier than 30 days after written notice is provided to the other party. If there is more than one Service Appendix, Exhibit and or Attachment attached hereto, termination of one Service Appendix, Exhibit or Attachment will not terminate the Agreement or the other Service Appendices, Exhibits or Attachments except as specifically set forth in the written notice. However, if the reason for termination is that Employer alleges that FBMC breached its standard of care as set forth in Section 2.5 herein, Employer must allow FBMC 30 days from date of notice to cure before sending a written notice of termination. This Agreement (including its related Appendices, Exhibits and Attachments) will automatically terminate on the earliest of the following dates:

(a) the date that all Benefit Plans for which related services are provided under this Agreement have been terminated except for any post-termination processing period agreed to by FBMC; or

(b) the date that this Agreement or all of the Benefit Plans for which related services are provided in accordance with this Agreement become illegal or are in violation of applicable law.

Termination of this Agreement (including its related Appendices and Exhibits) shall not terminate the rights or obligations of either party arising prior to the effective date of such termination. The indemnity, confidentiality and privacy provisions of this Agreement shall survive its termination.

5.9 Interpretations. The parties hereto

acknowledge and agree that the terms and provisions of this Agreement, will be construed fairly as to all parties hereto and not in favor of or against a party, regardless of which party was generally responsible for the preparation of this Agreement.

5.10 Governing Law. The Agreement, its related Appendices, Exhibits and Attachments will be governed by and construed in accordance with the laws of the state of Missouri. Any lawsuit, action or proceeding resulting from, or related to this Agreement, shall only be commenced in a court of competent jurisdiction located in the City of St. Louis, Missouri.

5.11 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Employer, FBMC and their respective successors or assigns, any rights, remedies or obligations whatsoever.

5.12 Business Associate Agreement. The parties agree that they shall cooperate with each other in connection with the preparation of and

shall both execute a Business Associate Agreement and such other agreements as are necessary to comply with HIPAA.

5.13 FSA Plan Funds. Notwithstanding any provision herein to the contrary, Employer and FBMC intend and agree that any funds submitted by Employer to FBMC with respect to the Employer's FSA Plan: (i) are and shall remain the general assets of Employer; and (ii) were never held in an account, fund, or trust bearing the name of a Benefit Plan or any participants or beneficiaries thereof.

5.14 Independent Contractor. FBMC is and will remain an independent contractor and will not be deemed an employee of Employer, a partner or engaged in a joint venture with Employer, or governed by any legal relationship other than that of independent contractor.

5.15 Binding Effect. This Agreement will not be binding and effective unless and until it is executed by both parties

IN WITNESS WHEREOF, Employer and FBMC have caused this Agreement, its related Appendices and Exhibits to be executed in their names by their undersigned officers, the same being duly authorized to do so.

FRINGE BENEFITS MANAGEMENT COMPANY

By: Barbara L. Gonzales
Barbara L. Gonzales, Chief Operations Officer

THE BOARD OF EDUCATION OF THE CITY OF ST. LOUIS

Cheryl D. [Signature]
By: _____

Signature

Print Name and Title

FBMC SERVICE AGREEMENT
APPENDIX 1

Service Charges

See Attached

**FBMC SERVICE AGREEMENT
APPENDIX 2**

**CODE SECTION 125 PRE-TAX SALARY REDUCTION SERVICES
AND
REIMBURSEMENT ACCOUNT SERVICES**

SEE ATTACHED

FBMC SERVICE AGREEMENT

HIPAA CONFIDENTIALITY

APPENDIX 3

SEE ATTACHED

FBMC SERVICE AGREEMENT

ENROLLMENT SERVICES

APPENDIX 4

SEE ATTACHED

FBMC SERVICE AGREEMENT
DIRECT BILL (RETIREE AND LEAVE OF ABSENCE) SERVICES

APPENDIX 5

SEE ATTACHED

**FBMC SERVICE AGREEMENT
FEDERAL COBRA AND HIPAA PORTABILITY SERVICES**

APPENDIX 6

SEE ATTACHED

FBMC SERVICE AGREEMENT

APPENDIX 7

Performance Guarantees

SEE ATTACHED

FBMC SERVICE AGREEMENT

APPENDIX 8

Scope of Services

SEE ATTACHED

APPENDIX 1

SERVICE CHARGES

Service	Service Charge Rate
Full Section 125 Administration	\$2.78 PPPM
Leave of Absence COBRA/HIPAA Administration	\$0.275 PEPM
Enrollments / Call Center	\$0.60 PEPM
Total Annual Costs For 2007	\$3.655
Full Section 125 Administration	\$2.78 PPPM
Leave of Absence COBRA/HIPAA Administration	\$0.275 PEPM
Enrollments / Call Center	\$0.60 PEPM
Printed Communication Materials (2008 & 2009)	\$0.17 PEPM
Total Annual Costs For 2008 & 2009	\$3.825

PPPM means Per-Participant-Per-Month.

PEPM means Per-Eligible-Employee-Per-Month

There is no additional charge for up-front implementation of services.

Customized reports will incur a charge of \$100 per hour for any programming required. Administration of grace period FSA claims assumed from the incumbent administrator, and, if applicable; Phase-Out Program Services are subject to additional charges.

Service Charge Rates are based upon one annual open enrollment per 12-month period. If additional open enrollments are requested by Employer, the Service Charge for such open enrollment shall be mutually agreed to by the parties in writing.

Should Employer, outside its one annual open enrollment per 12-month period, change its pay code structure or make benefit plan changes which will require FBMC to make programming changes, Employer shall incur programming charges of \$100 per hour for any programming required.

Employer shall reimburse FBMC for the postage costs incurred for mailing enrollment materials to participant's residences for open enrollment and to new hires and for mailing Medicare D notices to participant's residences.

All Service Charges and other sums owed to FBMC as compensation or expenses will be invoiced to Employer and Employer shall make payment to FBMC pursuant to such invoices. FBMC shall not unilaterally deduct any Services Charges or other compensation or expenses owed to FBMC from Employer's accounts.

FBMC SERVICE AGREEMENT

APPENDIX 2

CODE SECTION 125 PRE-TAX SALARY REDUCTION SERVICES AND REIMBURSEMENT ACCOUNT SERVICES

The Board of Education of the City of St. Louis ("Employer") has established an Internal Revenue Code ("Code") Section 125 Cafeteria Plan, sometimes also referred to as a Premium Only Plan, to allow eligible employees to pay for their share of certain benefit plan coverage with pre-tax salary reductions. Employer has asked FBMC to assist it with its administrative obligations under the Code Section 125 Cafeteria Plan.

In addition, Employer has established the following health care and/or dependent care reimbursement account arrangements: (i) a Health Care Flexible Spending Account ("FSA") Plan, and (ii) a Dependent Care FSA Plan, which shall be referred to collectively as the "Reimbursement Accounts". Employer has asked FBMC to assist it with its administrative obligations under the Cafeteria Plan and the Reimbursement Account Plans set forth below.

Plan
A Code § 125 Cafeteria Premium Only Plan ("Cafeteria Plan")
A Code § 105 Healthcare FSA Plan ("Healthcare FSA" or "Medical Expense FSA" or "Reimbursement Account") that is offered under the Employer's Code § 125 Cafeteria Plan
A Code § 129 Dependent Care FSA Plan ("Dependent Care FSA" or "Reimbursement Account") that is offered under the Employer's Code § 125 Cafeteria Plan

This Service Appendix is incorporated into and made a part of the FBMC Service Agreement, its related Appendices and its Exhibits (together, the "Agreement"). The effective date of this Service Appendix is the effective date of the Agreement. The responsibilities of the parties set forth in this Service Appendix are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Service Appendix and the Agreement, this Service Appendix will control.

1. Data Provider. For the purposes of this Service Appendix, the Data Provider shall mean the party that is providing information to FBMC. Data Provider may be the Employer, a Business Partner or another third party entity designated by Employer. Data Provider shall be responsible for providing FBMC timely, accurate and complete information necessary for FBMC to provide the Services described herein. FBMC is under no obligation to verify the accuracy and completeness of the information it receives from the Data Provider.

2. Plan Documentation. FBMC shall provide sample prototype plan documentation and forms (non-customized) for review by Employer and

Employer's legal counsel. Such documentation will be limited to the following: a plan document, summary plan description, salary reduction /change of election forms and sample forms for Covered Individuals to request reimbursement under the Reimbursement Accounts. In addition, FBMC shall, from time to time, provide such additional sample document changes to reflect revisions in applicable legislation or regulations.

Employer is responsible for reviewing such documentation with its legal counsel to ensure that such documents comply with applicable law and that any revisions made to plan documents are complete and accurate. Any changes made

by Employer to its Plan documents should be communicated to FBMC as soon as possible. Employer will provide FBMC with a copy of the completed and properly executed plan documents for Plan(s) set forth above, no later than a Plan's effective date or as agreed upon by the parties in the Agreement.

3. Elections. Employer shall be responsible for determining who is initially eligible for the Plan(s) set forth above, and who has satisfied the requirements to initially become a Covered Individual in the Plan.

If Employer elects to offer paper enrollment, Employer will provide newly eligible employees with salary reduction forms provided by FBMC, which Employer will submit to FBMC as soon as possible after receipt of such forms but no later than the effective date of such elections. Notwithstanding the foregoing, FBMC is to provide newly eligible employees the opportunity to enroll and make elections through a web-based enrollment procedure provided by FBMC. FBMC acknowledges that Employer's Cafeteria Plan provides for initial automatic enrollment of employees. Employer shall provide FBMC with such data on participant automatic enrollment as is reasonably necessary for FBMC to administer the Cafeteria Plan.

FBMC shall be responsible for processing and maintaining employee census, and salary reduction information for the Reimbursement Accounts and the Cafeteria Plan, including initial enrollments, annual enrollments and changes made to such elections as received by FBMC either from the Employer or through the Web based procedures FBMC is providing under the Agreement.

All elections and changes to elections will be processed by FBMC in accordance with the terms of the plan document(s) for the Plans described in this Service Appendix, the Agreement, the Employer's instructions, and applicable law. FBMC will process change of status elections and maintain on-going records of activity affecting each employee election.

4. Reimbursements. FBMC shall process requests for reimbursements in accordance with industry standards, applicable law and IRS guidelines, and information provided to FBMC by the Employer and Data Provider. FBMC will make determinations on all levels of appeal

review adopted under the Reimbursement Accounts other than the final level appeal. Employer shall be responsible for the determination on the final level of appeal. FBMC will communicate with Employer's employees and grant or deny appeal requests reviewed by FBMC. As to the final level of review, FBMC shall communicate the Employer's decision to the Employer's employee after it has been communicated to FBMC by the Employer. FBMC will document all decisions that it makes on appeals and communicate same to the Employer.

If a request for reimbursement is approved, FBMC shall disburse benefit payments that are determined to be payable in accordance with the terms of the Plans and the Agreement as soon as reasonably possible after such determination is made, provided that sufficient funds have been made available by Employer to pay such benefit payments. Reimbursements will be issued via checks and/or direct deposit and be processed on a weekly basis. Employer shall make sufficient funds available to pay benefits under the Reimbursement Plans in accordance with the funding method selected in this Service Appendix. If sufficient funds have not been made available, reimbursements will be made as soon as sufficient funds are made available.

FBMC acknowledges that if a claim is non-negligently processed and paid by FBMC, but such claim should not have been paid, the Employer at its option, may recover the funds for ineligible claims via an employee post-tax payroll slot or check. FBMC acknowledges its responsibility to non-negligently process and pay claims.

Subject to the terms of the Agreement governing run out services on termination, in the event this Agreement is terminated, all requests for reimbursement submitted to FBMC after the effective date of termination will be returned to Employer, or at Employer's request, submitted to another third party. FBMC will have no further responsibility with respect to such claims submitted after the effective date of termination.

FBMC shall, on a quarterly basis, pay to Employer any interest earned on any funds while held in any FBMC maintained account.

5. Banking. In accordance with the method set forth below, Employer shall make sufficient

funds available to pay benefits under the Plans described in this Service Appendix, including pre-funding to address the IRS Uniform Coverage requirements.

Employer shall enter into an authorization agreement with FBMC permitting FBMC to make ACH debits from an Employer account selected by Employer for the purpose of paying benefits under the Reimbursement Accounts.

6. Enrollment. FBMC will print enrollment materials (non-customized) or FBMC will review the Employer's developed enrollment materials and any forms to assure compliance with industry standards and IRS guidelines. FBMC will customize its non-customized documentation only to the extent to incorporate the Employer's responses to certain plan design questions submitted to the Employer by FBMC.

FBMC will distribute the enrollment materials in such manner as is set forth in the Scope of Services Appendix (mailing to residential addresses of individuals). FBMC shall participate in on-site presentations, group presentations, or supply an enrollment counselor as requested by Employer. Enrollment may be on-site or off-site (internet).

FBMC will provide web based enrollment for the Reimbursement Accounts Plans and for changes in status in the Cafeteria Plan.

FBMC will process all changes in status and communicate them to the Employer. FBMC will notify providers of such changes.

7. Transfer of Data. FBMC will establish a standard procedure for exchanging information with the Employer and providers as is acceptable to Employer. Employer, to the extent it has such information, will furnish the information (including contribution and enrollment election information) in a format, method, and time mutually agreed upon by the parties. FBMC will furnish the information (including contribution and enrollment election information) in a format, method, and time mutually agreed upon by the parties.

8. HIPAA. FBMC shall distribute its standard Certificate of Creditable Coverage ("Certificate"), in accordance with HIPAA's method of delivery requirements, to each eligible employee who loses coverage under the Healthcare FSA Plan

as soon as practicable after the loss of coverage.

9. Customer Service. FBMC will provide toll-free bilingual access for the Employer's administrative staff and employees to request general enrollment information, benefit counseling, a tax-savings analysis, and enrollment and change of status completion assistance. FBMC shall support and handle new hire enrollment, make available account balance information to all Reimbursement Account participants via the internet and via toll-free bilingual Interactive Voice Response System. Furthermore, FBMC shall assign an account manager to manage FBMC's contractual responsibilities on a day-to-day basis.

10. Form 5500 FBMC shall provide information maintained in FBMC's database that is required to be included on the Form 5500 for a Cafeteria Plan and or Reimbursement Account Plan if the Employer is required to file the Form 5500. Such information will be provided within a reasonable period of time following Employer's written request. Employer is responsible for determining whether a Form 5500 is required to be filed.

11. Nondiscrimination Testing. FBMC shall conduct the nondiscrimination testing required under the Code (collectively referred to as the "Nondiscrimination Tests") for the Plans described in this Service Appendix.

To the extent necessary, FBMC shall provide Employer with a written request for data necessary to perform the Nondiscrimination Tests. Upon FBMC's receipt of the completed form from the Employer, FBMC shall complete the testing and provide a report summarizing its interpretations of the results (based solely on information provided by the Employer and/or maintained by FBMC in accordance with this Service Appendix) within a reasonable amount of time after receipt of the requested information. Employer is responsible for bringing the Plan(s) tested into compliance, based on the results of the Nondiscrimination Tests performed.

12. Consulting Services. At the request of Employer and at no additional cost, FBMC shall provide, as to the Plans initialed above, Benefit Plan consulting services, including but not limited to, discussions regarding Benefit Plan design both initially and for any revisions

regarding existing benefits, compliance and communications. Also, FBMC shall review banking system, and administrative tasks to be implemented with the Employer and provide consulting in those areas. FBMC shall provide the Employer with documents that provide a general overview of implementation tasks and timelines and a customized benefits administration manual as described in the Scope of Services Appendix and such updates as are necessary to keep it current.

13. Implementation /Reports. FBMC shall provide the Employer with documents that provide a general overview of implementation tasks and timelines. FBMC shall provide a customized benefits administration manual as described in the Scope of Services Appendix and such updates as are necessary to keep it current.

FBMC will prepare and provide the following reports and recordkeeping for payroll setup of employee elections (including automatic elections under the Cafeteria Plan): employee eligibility and payroll deduction information, employee and Employer level accounting, employee deductions report, employee contribution report, employee contribution spreadsheet, and employee confirmation letters to verify elections when required. FBMC shall process and send pay cycle contribution billing reports to the Employer confirming the deductions that should be taken for premiums and personal policy plans. FBMC shall provide the web based and telephonic enrollment. If employer shall elect paper enrollment, FBMC shall provide initial administrative originals of the forms for duplication by the Employer as needed (such as election enrollment, termination and change of election forms, and pre-enrollment forms for following year enrollment).

On a monthly basis, FBMC shall provide contribution billing report or electronic contribution file to reconcile with payroll deduction amounts, and payroll registers available on-line. FBMC will provide on a monthly basis, a call activity report, a change of status report, a reconciliation report (either a discrepancy report or a full reconciliation report). Lastly, on an annual basis, FBMC will provide benefit plan renewal election forms (if Employer elects paper enrollment), the ability to make elections and renewal elections via the web, an annual summary of the Plan year results to

review with the Employer, an annual claims utilization report, an annual stale-dated check report, and an annual customer satisfaction survey.

FBMC shall provide written monthly reports summarizing the Reimbursement Account activities and Cafeteria Plan activities and which shall include but not be limited to enrollment reports with head count summaries. In a format and method mutually agreed upon by the parties, FBMC will provide to the Employer an annual Reimbursement Account forfeitures report, an annual stale-dated check report, an annual summary of the Cafeteria Plan year activity, an annual summary of the Reimbursement Account plan year results, a consolidated year-end Dependent Care FSA annualized deduction amount report for W-2 reporting, and an annual customer satisfaction survey. Additionally, on a monthly basis, FBMC shall provide a reconciliation report (either a discrepancy report or a full reconciliation report), a call activity report, a change in status report, and an appeals activity report, and conduct monthly reconciliation of internal accounting (control) files.

FBMC will maintain employee eligibility and payroll deduction information, employee and Employer level accounting records, and post deduction information to individual Reimbursement Accounts and Cafeteria Plan accounts. FBMC will provide printed and on-line Reimbursement Account balance information.

FBMC shall conduct periodic internal audits or independent audits. FBMC shall verify coverage and status. FBMC shall resolve all servicing issues related to the Reimbursement Accounts and the Cafeteria Plan, in accordance with the standard of care set forth in the Agreement.

Employer is responsible for reviewing all reports submitted by FBMC and notifying FBMC of any errors of which it is aware within a reasonable period of time after reviewing them.

FBMC will also conduct internal or independent audits of the Employer's Plans described in this Service Appendix.

14. Benefit Education and Training. FBMC will provide toll-free bilingual access for employees to request general enrollment information, benefit counseling, a tax-savings

FBMC SERVICE AGREEMENT

HIPAA CONFIDENTIALITY

APPENDIX 3

This HIPAA CONFIDENTIALITY APPENDIX (the "Privacy Agreement" or the "Appendix") is entered into by and between The Board of Education of the City of St. Louis (hereinafter the "Employer") in its individual capacity and for and on behalf of its Group Health Plan(s) (hereinafter the "Plan(s)") and FBMC, in its capacity as both service provider to the Plan and to the Employer. This Appendix is incorporated into and made a part of the FBMC Service Agreement and its related Appendices and Exhibits (together, the "Service Agreement" or "Agreement") entered into between Employer and FBMC. This Privacy Agreement is effective as of the date set forth below and not necessarily the effective date of the Service Agreement into which this Privacy Agreement is incorporated.

Section 1. Scope and Purpose of Agreement.

Generally, this Appendix is intended to comply with the privacy and administrative simplification requirements set forth in 45 CFR Parts 160 and 164, Subparts A and E (the "Privacy Rules"), issued pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"). In entering into this Privacy Agreement, both the Employer and FBMC acknowledge that the Plans and the Employer are separate and distinct entities and that FBMC may perform services both on behalf of the Plans and also on behalf of the Employer in its capacity as Plan sponsor. FBMC is considered a "Business Associate" under the Privacy Rules with respect to services it performs on behalf of the Plans, if any, and an "Agent of the Employer" with respect to services it performs on behalf of the Employer/Plans sponsor, if any. This Appendix sets forth the responsibilities of FBMC in its capacity as a Business Associate, as required by 45 CFR §164.504(e)(1) (and is referred to by this Appendix as Business Associate when addressing its responsibilities to the Plans) and in its capacity as Agent of the Employer, as required by 45 CFR § 164.504(f)(2)(ii)(B) (and is referred to by this Appendix as "Agent of the Employer" when addressing its responsibilities to the Employer). This Appendix also sets forth the responsibilities of the Employer with respect to actions that affect FBMC's responsibility under this Appendix.

Section 2. Definitions. For purposes of this Privacy Agreement, the terms used throughout this Privacy Agreement shall have the following meanings:

2.1. "Designated Record Set" will have the same meaning given to the term "designated record set" in 45 CFR §164.501.

2.2. "Group Health Plan" will have the same meaning as the term "group health plan" in 45 CFR §160.103. "Group Health Plans" or "Covered Entity" or "Group Health Plans" or "Plans" shall also mean the health plans of Employer as follows and any additional or successor plans: The Board of Education of the City of St. Louis Health Plan and its component benefit plans, medical plan fully insured by United HealthCare Insurance Company; self-funded Dental Program for which The Guardian Life Insurance Company of America is the third party administrator; the employee assistance plan provided by United HealthCare Insurance Company; and Managed Pharmacy Benefit Program for which Pharmacare Management Services, Inc. is the third party administrator, the vision plan fully insured by Vision Benefits of America, Inc.; the prepaid dental plan fully insured by Dental Source of Missouri & Kansas, Inc; Code Section 125 flexible spending medical reimbursement plan. To the extent that any component or plan described herein is fully insured, the Employer does not assume responsibility for any insuring entity for its conduct in connection with a fully insured plan.

2.3. "Individual" will have the same meaning as the term "individual" in 45 CFR §160.103 and will include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

2.4. "Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

2.5. "Protected Health Information" or "PHI" will have the same meaning as the term "Protected Health Information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of the Plans. PHI will not include information created by FBMC as Agent of the Employer.

2.6. "Representative" will include the Business Associate's managing members (as applicable), trustees, general partners, employees, agents (as applicable) and financial and legal advisors.

2.7. "Required by Law" will have the same meaning as the term "required by law" in 45 CFR §164.501.

2.8. "Secretary" will mean the Secretary of the Department of Health and Human Services or his designee.

Section 3. Responsibilities of Business Associate:

3.1. *Scope of Responsibilities.* All services performed by FBMC in accordance with the Service Agreement other than those set forth in Section 4.2 herein will be considered performed on behalf of the Plans and are subject to the provisions set forth in this Section 3.

3.2. *Confidentiality.* At all times, both during and after the termination of its relationship with the Plans for any reason, Business Associate and its Representatives will not use, disclose, or give others any of the PHI in any manner whatsoever, except as provided in Sections 3.3 and 3.4 of this Privacy Agreement, and will hold and maintain the PHI in confidence. Business Associate will ensure that appropriate safeguards are in place to prevent the use or disclosure of the PHI otherwise than as permitted by this Privacy Agreement.

3.3. Permitted Uses and Disclosures.

(a) Except as otherwise limited in this Privacy Agreement, Business Associate may

use or disclose PHI, provided that such use or disclosure of PHI would not violate the Privacy Rules, as follows: (i) as permitted or required in this Appendix and in the Service Agreement; (ii) as otherwise permitted by the Privacy Rules; (iii) as Required by Law in accordance with 45 CFR §164.512; (iv) for the proper management and administration of Business Associate; (v) to fulfill any present or future legal responsibilities; (vi) for Data Aggregation services to the Plans (as defined in 45 CFR §164.501); or (vii) any use and disclosure of PHI that has been de-identified within the meaning of 45 CFR §164.514.

(b) Business Associate agrees to document any disclosures of PHI and the information related to such disclosures to respond to an accounting of disclosures of PHI if requested by Employer in accordance with 45 CFR §164.528, and to provide such documentation to the Plans as it may request from time to time.

(c) In the event that Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide access to such PHI that it maintains in a Designated Record Set to the Individual to whom the PHI relates in accordance with 45 CFR §164.524. Furthermore, at the request of the Plans, Business Associate agrees to make amendments to PHI that it maintains in a Designated Record Set as directed by the Plans and to incorporate any amendments to PHI in accordance with 45 CFR §164.526.

(d) Business Associate may disclose PHI to its agents or subcontractors with a bona fide need to know such PHI, but only if, prior to such disclosure, such agents or subcontractors provide reasonable assurances that they will agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI.

(e) Business Associate shall indemnify and hold harmless Employer (and its employees) for any and all liability Employer and the Plans may incur as a result of any improper use or disclosure of PHI by the Business Associate or its Representative.

3.4. *Required Disclosures and Use.* Business Associate may disclose the PHI revealed to it by the Plans if and to the extent that law or court order requires such disclosure. Further, Business Associate agrees to make its

internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of the Plans available to the Secretary, as requested by the Plans or designated by the Secretary, for purposes of the Secretary determining each Plans compliance with the Privacy Rule.

3.5. Required Notice to Business Associate. In accordance with 45 CFR §164.520, and to the extent that such a limitation may affect Business Associate's use or disclosure of PHI, the Employer, acting on behalf of the Plans, agrees to notify Business Associate of any limitation(s) in its notice of privacy practices, including, without limitation, any changes in, or revocation of, permission by an Individual to use or disclose PHI. The Employer, acting on behalf of the Plans, also agrees to notify Business Associate of any restriction to the use or disclosure of PHI that it has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.6. Required Notice to the Plans. Business Associate agrees to report to the Plans any use or disclosure of PHI otherwise than as provided by this Agreement within ten days of becoming aware of such use or disclosure. Written notice to the Chief Human Resources Officer and the Superintendent of the Employer in accordance with Section 3.7 herein shall be considered notice to the Plans, provided that the letter cites this Privacy Agreement and explains in detail the use or disclosure of PHI.

3.7. Disclosure to Employees of the Employer.

(a) Except with respect to disclosures under Section 3.2 and 3.3 of this Appendix, Business Associate shall only disclose PHI in its possession to the employees who are identified as Designated Persons in the Contacts Appendix attached hereto as having access to PHI, in accordance with 45 CFR §164.504(f), and that such disclosures are solely for purposes of carrying out Plan administration functions that the Employer performs for its Plans.

(b) Employer agrees to timely notify Business Associate in writing of any changes to

the names or positions of Designated Persons. Business Associate shall have no duty to inquire whether the list of Designated Persons is accurate.

(c) To the extent permitted by law, Employer shall indemnify and hold harmless Business Associate (and its employees) for any and all liability Business Associate may incur as a result of any improper use or disclosure of PHI by the Employer or a Designated Person(s).

3.8 Security. As of each Plans date for compliance with the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164 Subpart C, Business Associate shall:

(a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information;

(b) report to the Plans any successful unauthorized access, use, disclosure, modification, or destruction of electronic Protected Health Information or interference with system operations in an information system containing Protected Health Information of which Business Associate becomes aware, and

(c) report the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify, or destroy electronic Protected Health Information or interfere with systems operations in an information system containing Protected Health Information, of which Business Associate becomes aware, provided that such reports will be provided only as frequently as the parties mutually agree, but no more than once per month.

Section 4. Responsibilities of Agent of the Employer:

4.1 Scope of Responsibility. It is agreed and understood that FBMC performs the services set forth in 4.2 on behalf of the Employer as agent of the Employer to assist the Employer with the obligation to the Plans. All such services set forth in Section 4.2 are necessary to assist the Employer with the Employer's responsibility to the Plans.

4.2 Scope of Services. The following services are performed by FBMC as Agent of the Employer:

(a) services that facilitate and report the enrollment and disenrollment of employees and their eligible dependents in the Plans.

(b) services that facilitate the payment of premiums under the Plans.

(c) with respect to the Employer's Code Section 125 medical reimbursement plan, services that facilitate claims adjudication and payment.

4.3 Scope of Responsibilities of Agent of the Employer. FBMC, as Agent of the Employer, agrees to the same conditions and restrictions set forth in Sections 3.2 through 3.7 herein to the extent such information received from Employer originated from the Plans (i.e., the information was once PHI). With regard to all other individual identifiable health information, FBMC agrees to use its best efforts to protect the confidentiality of such information, and to only use such information as necessary to perform services referenced in Section 4.2 or as otherwise required or permitted by applicable law.

4.4 Electronic Data Interchange. Agent represents that it is under no obligation to comply with the EDI standard transaction requirements set forth in 45 CFR Parts 160 and 162 and the security rules set forth in 45 CFR §164.302 et seq. with respect to services set forth in Section 4.2 herein. In the event that Agent is obligated to comply with such requirements, Agent shall notify Employer as to how and when it shall begin such compliance. Compliance shall begin no later than the date required by law.

Section 5. Term and Termination.

(a) **Termination for Cause.** Upon Employer's knowledge of a material breach of this Privacy Agreement by FBMC, the Employer shall either:

(1) provide an opportunity for FBMC to cure the breach or end the violation and terminate this Privacy Agreement and any agreement between the parties with respect to the services performed by FBMC for the Employer if FBMC does not cure the breach or end the violation within the time specified by the Employer; or

(2) immediately terminate this Privacy Agreement and/or any agreement between the parties with respect to the services performed by FBMC for the Employer if FBMC has breached a material term of this Privacy Agreement and cure is not possible; or

(3) If neither termination nor cure is feasible, Employer shall report the violation to the Secretary.

(b) **Effect of Termination on this Appendix.**

(1) Upon termination of this Privacy Agreement, for any reason, FBMC shall return or destroy all PHI received from the Plans, or created or received by FBMC on behalf of the Plans except to the extent determined infeasible as set forth in (b)(2) below. This provision shall apply to PHI that is in the possession of subcontractors or agents of FBMC. FBMC shall retain no copies of the PHI.

(2) In the event that FBMC determines, in its sole discretion, that returning or destroying the PHI is infeasible, FBMC shall provide to the Plans notification of the conditions that make return or destruction infeasible. In the event that FBMC determines that return or destruction of the PHI is infeasible, FBMC will continue to extend the protections of this Privacy Agreement

make the return or destruction infeasible, for so long as FBMC maintains such PHI.

FRINGE BENEFITS MANAGEMENT COMPANY

By: Patricia K. Neely
Patricia K. Neely, Chief Compliance Officer

**THE BOARD OF EDUCATION OF THE CITY OF
ST. LOUIS**

(Print Employer Name)

By

(Print Officer Name and Title)

CONTACTS APPENDIX

Employees of Employer who are authorized to receive PHI are the Chief Human Resources Officer for Employer and those employees under his or her direct supervision whom he has identified to FBMC as eligible to receive PHI.

FBMC SERVICE AGREEMENT

APPENDIX 4

ENROLLMENT SERVICES

Employer has requested FBMC to provide certain enrollment services to facilitate the election and confirmation of benefits, and changes to those elections by its employees during various enrollment cycles as defined herein.

This Service Appendix is incorporated into and made a part of the FBMC Service Agreement, its related Appendices and its Exhibits (together, the "Agreement"). The effective date of this Service Appendix is the effective date of the Agreement. The responsibilities of the parties set forth in this Service Appendix are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Service Appendix and the Agreement, this Service Appendix will control.

The Parties agree as follows:

1. EZEnroll. EZEnroll is a feature of FBMC's proprietary benefits administration system and permits interactive benefit plan enrollment and life event and status change management by employees and employers through home or worksite use of personal computers.

2. Scope of Enrollment Services. Using its EZEnroll system, FBMC shall, for the health and welfare benefit plan(s) of Employer described in the Scope of Services Appendix (the "Plans"): (i) administer one annual open enrollment for each plan year that occurs within the Effective Date and Term of the Agreement; (ii) administer new hire enrollment, as well as periodic, special or off-cycle open enrollment periods that occur for plan years within the Effective Date and Term of the Agreement; and (iii) administer life events and status changes pursuant to the Plans within the Effective Date and Term of the Agreement.

Throughout the term of this agreement, EZEnroll shall be accessible by Employer's employees (members), representatives, and vendors.

Among the services provided by FBMC under this Appendix and in connection with the Plans, are the following: interface with Employer for payroll deductions and indicative data updates, interface with Employer's vendors weekly, provide monthly

premium reports used for carrier payments; provide statistical/ enrollment and eligibility reporting; and send open enrollment results to carriers (full files); process and maintain employee census, and information for the Plans (including initial enrollments, annual enrollments and changes made to such elections as received by FBMC either from the Employer or through the Web based procedures FBMC is providing under the Agreement); process life events and status changes and maintain on-going records of activity affecting each employee election; establish verification procedure, verify, monitor, notify and terminate over-age dependents; administer court ordered dependents; prepare personalized communications (produce and distribute personalized enrollment worksheets to employees' and participants' homes for new hire and employment status change events and produce and distribute personalized confirmations statements to employees' homes for benefit changes; allow employees to enroll in all benefits during open enrollment through EZEnroll; provide customer service support for open enrollment on ongoing throughout the Term of the Agreement (answering questions, referring callers, entering elections for employees) - for employees, COBRA participants and leave of absence participants; provide newly eligible employees with notifications and the opportunity to enroll and make elections through EZEnroll.

All elections and changes to elections will be processed by FBMC in accordance with the terms of the plan document(s) for the Plans, the Agreement, the Employer's instructions, and applicable law.

3. Eligibility. Employer shall be responsible for determining the eligibility criteria under the Plans. In the event Employer's Cafeteria Plan provides for non-electronic enrollment of employees, Employer, a business partner or another third party entity designated by Employer shall provide FBMC with timely, accurate and complete data on participant enrollment as is reasonably necessary for FBMC to administer the Cafeteria Plan and to perform its duties as enrollment administrator herein.

FBMC acknowledges that Employer's Cafeteria Plan provides for initial automatic enrollment of employees. Employer shall provide FBMC with such data on participant automatic enrollment as is reasonably necessary for FBMC to administer the Cafeteria Plan and to coordinate its services under this Appendix 4.

4. EZEnroll Specifications

Annual Enrollment specifications include:

- (i) Eligibility must be pre-established initially by Employer and thereafter on a weekly basis to permit benefits to be selected;
- (ii) User Login must be validated by the system; validation includes active status and confirmation of enrollment timelines;
- (iii) System displays benefit information to support enrollment;
- (iv) User makes appropriate benefit elections based upon need, prints enrollment summary;
- (v) User confirms and accepts elections, or rejects and enrolls in alternate benefits.
- (vi) To complete the online enrollment process the user must confirm benefit election changes.

Change in Status specifications include:

- (i) Eligibility must be established by Employer on a weekly basis to permit benefits to be changed;
- (ii) User Eligibility and Login must be validated by the system;
- (iii) User must be currently enrolled in benefits;
- (iv) Upon validation, User's current enrollment information will display;
- (v) User self-certifies that one of the events that permit a valid change in status permitting an enrollment change has occurred and certifies the date of the event;
- (vi) The system rejects a change to an existing enrollment that is made outside the specified date range;
- (vii) To complete the change the user must confirm benefit election changes.

New Hire Enrollment specifications include:

- (i) Eligibility must be pre-established by Employer on a weekly basis to permit benefits to be selected;
- (ii) User Login must be validated by the system;
- (iii) User is restricted from changing demographic information on his/her User Profile;
- (iv) User may self-enroll, including dependent enrollment within a specified date range as dictated within the Plan Documents;
- (v) The system rejects an enrollment that is made outside the specified date range;
- (vi) To complete enrollment user must confirm benefit elections.

Administrative Logon Function specifications include:

Employer access shall be provided access to the EZEnroll system at an enhanced security level of "Administrator". This system access will provide the Employer the ability to handle daily administrative functions, including: granting and processing enrollment or eligibility "appeals"; authorizing enrollment timeline overrides; correcting administrative errors; and providing enrollment assistance to employees.

5. Enrollment Support, Customer Service.

FBMC shall, for Employer's members and Employer's administrative staff, provide a Call Center, accessed via toll-free lines and manned with bilingual Representatives (English/Spanish). Service shall include: Web-based enrollment support during annual enrollment and for new hires and change in status coverage changes, general enrollment information; answering benefit questions related to benefit options, enrollment, and eligibility; enrollment and change of status completion assistance; benefit inquiries response and assistance with paper forms and web forms completion; providing support to employees enrolling or experiencing status changes; answering questions on benefit policies for the Plans; resolving problems regarding coverage or eligibility; providing coverage verification and carrier resolution; providing contact information for other entities as needed; handling appeals or exception processing requests; assisting in enrollment; providing patient advocacy for Employer sponsored benefits issues; expediting forms to the employees; and documenting and tracking all calls.

FBMC shall participate in on-site presentations, group presentations, or supply an enrollment counselor as requested by Employer. Enrollment may be on-site or off-site (internet).

FBMC shall assign an account manager to manage FBMC's contractual responsibilities on a day-to-day basis.

FBMC shall provide training to the Employer's administrative staff on general enrollment processes and procedures, and maintain an internet website that contains the *Quarterly Review* providing legislative updates and information regarding health and benefits plan administration.

Employee self-service through EZEnroll shall include accepting open enrollment activities; newly eligible elections; dependent information; and family status changes; producing and sending

personalized e-confirmation statements to employee e-mail addresses as provided; providing daily synchronization of data; providing links to static web information (online forms, plan comparisons, etc.); providing Inquiry access to employee self service activity log.

6. Enrollment Materials. FBMC will in conjunction with Employer, develop electronic and written enrollment materials and print enrollment materials and any forms, and FBMC shall assure compliance with industry standards, conformity with Plans, and IRS guidelines. FBMC shall provide enrollment worksheets and change forms in support of Employer's various enrollment cycles. FBMC shall provide additional enrollment-related materials in a timeframe and manner as necessary for off-cycle enrollment and change in status enrollments.

FBMC will distribute the enrollment materials in such manner as is set forth in the Scope of Services Appendix (mailing to residential addresses of individuals).

7. Infringement. FBMC represents and warrants that the EZEnroll system does not infringe, or constitute an infringement or misappropriation of any patent, copyright, trademark, trade secret or other proprietary rights of any third party.

8. Transfer of Data. FBMC will establish a standard procedure for exchanging information with the Employer and providers under the Plans as is acceptable to Employer. Employer, to the extent it has such information, will furnish the information (including contribution and enrollment election information) in a format, method, and time mutually agreed upon by the parties. FBMC will furnish the information (including contribution and enrollment election information) in a format, method, and time mutually agreed upon by the parties.

FBMC is under no obligation to verify the accuracy and completeness of information provided to it by Employer or designee.

9. COBRA/HIPAA Administration Services. FBMC shall: distribute its

standard Certificate of Creditable Coverage ("Certificate"), in accordance with HIPAA's method of delivery requirements, to each eligible employee who loses coverage under the Plans as required by law; provide new hire notifications under COBRA and HIPAA; send all eligible COBRA Qualified Beneficiaries COBRA notices and all HIPAA certificates; track eligibility periods for COBRA; track HIPAA periods for portability; handle COBRA elections; provide COBRA customer service; administer COBRA benefits upon election (accounts receivable, eligibility, interface with Plans, payment to Plans, etc.)

10. Reports, documents and Recordkeeping. FBMC shall provide the Employer with documents that provide a general overview of implementation tasks and timelines. FBMC shall provide a customized benefits administration manual as described in the Scope of Services Appendix and such updates as are necessary to keep it current.

FBMC will prepare and provide the following reports, recordkeeping and documentation:

(a) Records for payroll setup of employee elections, employee eligibility and payroll deduction information,

(b) Employee and Employer level accounting, employee deductions report, employee contribution report, employee contribution spreadsheet;

(c) Process and send pay cycle contribution billing reports to the Employer confirming the deductions that should be taken for premiums and personal policy plans.

(d) Maintain employee eligibility and payroll deduction information and employee and Employer level accounting records.

(e) Conduct monthly reconciliation of internal accounting (control) files and report results to the Employer.

(f) Report all enrollment elections and enrollment changes to Employer;

(g) provide online access for Employer Representatives to view and print online all the reports described in this Services Appendix including: Change in Status Report; New Hire Enrollment Report; and Outstanding New Hire Report.

(h) Communicate to the Employer all changes in status will notify providers of such changes.

(i) Communicate participation eligibility to benefit providers under the Plans.

(g) On a monthly basis: (i) contribution billing reports or electronic contribution files to reconcile with payroll deduction amounts and payroll registers; (ii) a call activity report; (iii) a change of status report; (iv) a reconciliation report (either a discrepancy report or a full reconciliation report); (v) a report summarizing activities for each Plan which shall include but not be limited to enrollment reports with head count summaries; (vi) a reconciliation report (either a discrepancy report or a full reconciliation report); (vii) a call activity report; (viii) a change in status report; (ix) an appeals activity report. (f) On an annual basis: (i) benefit plan renewal election forms (if Employer elects paper enrollment); (ii) the ability to make elections and renewal elections via the web; (iii) an annual summary of the Plan year results to review with the Employer; (iv) an annual customer satisfaction survey and (v) an annualized deduction amount report for W-2 reporting.

If Employer shall elect paper enrollment, FBMC shall provide initial administrative originals of the forms for duplication by the Employer as needed (such as election enrollment, termination and change of election forms, and pre-enrollment forms for following year enrollment).

FBMC shall conduct periodic internal audits or independent audits covered by this Service Appendix. FBMC shall verify coverage and status. FBMC shall resolve all servicing issues related to the Plans, in accordance with the standard of care set forth in the Agreement.

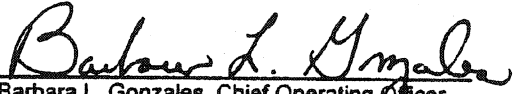
Employer is responsible for reviewing all reports submitted by FBMC and notifying FBMC of any errors of which it is aware within a reasonable period of time after reviewing them.

11. Record Retention. Subject to the provisions of this Agreement regarding PHI, FBMC shall maintain for eight (8) years after the respective record is created, in original form or on electronic media, the records it receives or creates in connection with its services under the Agreement including this Appendix 4. After the termination of the Agreement, Employer shall be entitled to review and duplicate records, at Employer's cost, upon reasonable notice during regular business hours at the place of business of the record holder and shall be subject to all applicable state and federal laws and regulations regarding the confidentiality of such records, as well as any confidentiality and audit provisions in contracts.

IN WITNESS WHEREOF, Employer and FBMC have caused this Service Appendix to be executed in their names by their undersigned officers, the same being duly authorized to do so (sign and date only if effective date is different from Effective Date of Agreement).

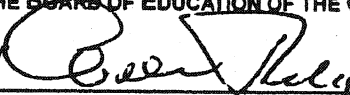
Fringe Benefits Management Company

By:


Barbara L. Gonzales, Chief Operating Officer

THE BOARD OF EDUCATION OF THE CITY OF ST. LOUIS

By:



(Print Officer Name and Title)

FBMC SERVICE AGREEMENT

DIRECT BILL SERVICES FOR UNPAID LEAVE OF ABSENCES APPENDIX 5

The Board of Education of the City of St. Louis (the "Employer") has established one or more group health plans ("Benefit Plan(s)") for eligible employees ("Direct Bill Participants"), and under which the Employer may bill and collect health coverage premiums through means other than payroll deductions for certain employees and/or dependents for coverage covered under its Plan(s), and

Employer has requested FBMC to assist it with its administrative obligations in performing premium billing and collection functions.

This Direct Bill Services For Unpaid Leave of Absences Appendix ("Service Appendix") is incorporated into and made a part of the FBMC Service Agreement, and its related Appendices and Exhibits (together, the "Agreement"). The effective date of this Service Appendix is the effective date of the Agreement. The responsibilities of the parties set forth in this Service Appendix are in addition to any responsibilities set forth in the Agreement. If there is a conflict between this Service Appendix and the Agreement, the Agreement or this Service Appendix, in the sole discretion of the Employer, will control.

In consideration of the mutual promises set forth below, the parties agree as follows:

1. For the purposes of this Service Appendix, the Data Provider shall mean the party that is providing information to FBMC. Data Provider may be the Employer, a business partner or another third party entity designated by Employer. Data Provider shall be responsible for providing FBMC timely, accurate and complete information necessary for FBMC to provide the Services described herein. FBMC is under no obligation to verify the accuracy and completeness of the information provided to it by the Data Provider. FBMC and Data Provider shall establish a standard procedure for exchanging information with the Data Provider. Data Provider will furnish the information determined to be necessary to satisfy its responsibilities under this Service Appendix in a format, method, and time mutually agreed upon by the parties. The Data Provider is responsible for notifying FBMC as employees go on leave and return from the leave, and providing FBMC with the beginning and ending date(s) of any employer-funded benefits. Employer is responsible for reviewing the reports submitted to it by FBMC and notifying FBMC of any errors of which it becomes aware within a reasonable period of time after reviewing them.
2. FBMC shall provide and distribute enrollment materials and shall process the enrollment of participants and dependents whose enrollment is covered by this Service Appendix, including those individuals defined in Paragraph 13 herein and/or the dependents. FBMC shall monitor the timely receipt of elections and contributions. FBMC shall ensure compliance with all pertinent law, regulatory rulings, guidelines, and notices applicable to the administration of the Employer's Plan.
3. FBMC shall prepare a standard form notice for FBMC distribution and enrollment materials to all Direct Bill Participants as of the Effective Date of this Agreement, identifying FBMC as Employer's Direct Bill Administrator in a manner and form agreed upon by the parties. Employer is responsible for reviewing the form to ensure that the information provided regarding Employer's Benefit Plans is accurate. FBMC is under no obligation to make changes to its standard forms other than those required by law or by the Employer to ensure that the forms are accurate. FBMC reserves the right to an additional fee (of no more than \$100/hr) for any changes made at the request of Employer (other than those required by law or to ensure accuracy) after the second draft.
4. FBMC shall distribute Direct Bill invoices for the premium amount specified by first class mail to the last known address of each Direct Bill Participant as provided by the Data Provider. The Direct Bill invoice will include all past and current amounts owed and will include a coupon that may accompany payment to FBMC incorporating an attestation from the Direct Bill Participant that he or she, and their covered dependents, remain eligible for coverage pursuant to the terms of Employer's Benefit Plan(s). FBMC shall also provide confirmation notice to the Direct Bill Participants. FBMC will create leave bills monthly for any employee that has gone on leave and who

will pay for coverage through direct billing. FBMC will collect and process leave payments.

5. FBMC shall collect, reconcile, and post premiums from Direct Bill Participants (or third parties on behalf of Direct Bill Participants where applicable). All premiums collected by FBMC, in accordance with this Service Appendix and the Agreement, will be deposited into a benefit continuation premium depository account maintained by FBMC on behalf of the Employer. Timely receipt of premium is understood to mean a postmark date that is on or before expiration of the deadline specified. FBMC will, as directed by Employer, send all premiums collected to providers or the Employer's Health Benefits Trust via check, wire, or ACH.

6. FBMC shall remit all premiums received by FBMC no later than fifteen (15) business days after the first day of each month following the month in which such premiums are received by FBMC. Any interest earned on such funds while held in a FBMC maintained account shall be paid to Employer quarterly. If Employer instructs FBMC to send premiums to a third party, FBMC may rely on that instruction without further inquiry that such third party is authorized to receive such information.

7. FBMC shall provide a remittance detail report listing the Direct Bill Participant premiums timely received for the preceding month, (by each paid Direct Bill Participant).

8. FBMC shall provide, no later than fifteen (15) business days from the last day of each month, a detailed report of FBMC's Direct Bill administrative service activities during the preceding month. Information reported will include, but is not limited to, Direct Bill Participant invoices sent, detail of Direct Bill Participant premiums received, expiration and termination activity, listing of all Direct Bill Participants, and a list of Direct Bill Participants whose premiums remain past due. FBMC shall conduct monthly reconciliation of internal accounting (control files), provide an active census report, a termination report, a remittance report, and/or other non-standards reports, and conduct internal or independent audits of the Employer's Plan.

9. FBMC shall incorporate any updated premium rates in all Direct Bill Participant premium billings within thirty (30) days of receiving notice of such updated rates from the Data Provider.

10. FBMC shall notify the Direct Bill Participant of the termination of their Direct Bill coverage should

any such Participant be found ineligible to continue coverage as a result of non-payment of premium within Employer's timelines.

11. Data Provider shall provide FBMC notice of the following as soon as possible after it has knowledge of such occurrence and FBMC shall act accordingly within a reasonable period of time after receipt of such information:

(a) initial list of Direct Bill Participants with all such information deemed necessary by FBMC to perform its obligations under this Service Appendix, including but not limited to the last known address of the participant. If such list is submitted in a data file format, such file will meet specifications provided by FBMC.

(b) a list of any additional Direct Bill Participants added after the initial list is submitted, including all such information deemed reasonably necessary by FBMC to perform the services under this Service Appendix. FBMC will establish a standard procedure for exchanging information with the Employer.

(c) any cancellation provisions for Direct Bill Participants, including the cancellation of specific Direct Bill Participants. FBMC will establish a standard procedure for exchanging information with the Employer.

(d) termination of the Plan(s) as soon as practicable in advance of the actual termination. In no event shall notification hereunder be made less than 14 days prior to termination of the Plan(s).

(e) submission by a Direct Bill Participant of any premium, communication or declination of Direct Bill coverage received by Employer and not FBMC. All information regarding such action will be forwarded to FBMC within 5 business days of receipt.

(f) any pertinent change in coverage issues, such as premium rate changes or changes in carrier information, not less than thirty (30) days prior to such change becoming effective.

12. FBMC shall perform the services described in this Service Appendix for participants on unpaid leave of absence or leave without pay ("LWOP") which include the following and the other services described in this Service Appendix:

(a) receive and process LWOP enrollment electronically (or by paper form if agreed by Employer),

(b) create Leave Bills monthly

(c) send premium remittance coupons,

(d) maintain proof of mailing for enrollment forms and the initial payment,

(e) provide initial notification to providers of employee LWOP election to continue coverage,

(f) collect, reconcile and post LWOP premiums to continuants accounts,

(g) monitor the timely receipt of elections and contributions,

(h) perform appeals processing (level 1),

(i) send eligibility information to certain contacts, as directed by Employer.

13. FBMC will produce an active census report. Non-standard reports shall be provided to Employer at Employer's request. Additionally, FBMC will conduct quarterly or monthly reconciliation of internal (control) files. FBMC shall send eligibility reports to insurance carriers, TPAs, and the Employer. FBMC shall conduct internal audits or independent audits.

14. FBMC will verify coverage and status. Additionally, FBMC will resolve all servicing issues related to the administration of the services, including premium received and remitted, enrollment elections and discrepancies, address changes, etc.

15. Except as otherwise provided in the Agreement on wind-up services, in the event of termination of

this Service Appendix, FBMC shall not be responsible for notifying Direct Bill Participants and eligible participants of such termination and the procedure to be followed to retain or obtain Direct Bill coverage. Except as otherwise provided in the Agreement on wind-up services, any premiums that are submitted to FBMC after termination of this Service Appendix will be promptly forwarded to Direct Bill Participants and eligible participants. All existing funds submitted to FBMC prior to the termination of this Service Appendix will be distributed as defined in this Service Appendix.

16. FBMC shall distribute its standard Certificate of Creditable Coverage ("Certificate"), in accordance with HIPAA's method of delivery requirements, to each Covered Individual who loses Direct Bill coverage under the applicable Plans as soon as practicable after the loss of coverage. FBMC shall also send the Certificate following a request by a Covered Individual (or formerly Covered Individual) provided that the request is made within 24 months of the date that coverage was lost. FBMC shall distribute COBRA notices to each Covered Individual who loses coverage in accordance with Appendix 6.

17. FBMC shall provide toll-free bilingual access for the Direct Bill Participants and the Employer's staff, assign an account manager to manage FBMC's contractual responsibilities on a day-to-day basis, and maintain an internet website that contains the Quarterly Review providing legislative updates and information regarding regulations affecting leaves of absence.

18. FBMC shall ensure compliance with all pertinent law, regulatory rulings, guidelines, and notices applicable to the administration of the Employer's Plan with respect to the services described in this Service Appendix.

IN WITNESS WHEREOF, Employer and FBMC have caused this Service Appendix to be executed in their names by their undersigned officers, the same being duly authorized to do so (sign and date only if effective date is different from Effective Date of Agreement).

FRINGE BENEFITS MANAGEMENT COMPANY

By: Barbara L. Gonzales
Barbara L. Gonzales, Chief Operations Officer

EMPLOYER

**THE BOARD OF EDUCATION OF THE CITY OF
ST. LOUIS**

By: (Print Employer Name)
Carol Kelly
(Print Officer Name and Title)

FBMC SERVICE AGREEMENT

FEDERAL COBRA AND HIPAA PORTABILITY SERVICES APPENDIX 6

The Board of Education of the City of St. Louis ("the Employer") has independently concluded that one or more of its Benefit Plans that provide medical care ("Health Plans") are subject to the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985, as subsequently amended ("COBRA") and/or the portability provisions of the federal Health Insurance Portability and Accountability Act as subsequently amended ("HIPAA"). Consequently, Employer is required (or has voluntarily elected) to perform certain acts in order to comply with COBRA and/or HIPAA.

Employer has requested FBMC to assist it with satisfying Employer's obligations under the aforementioned rules and FBMC has agreed to do so.

This Federal COBRA Appendix and HIPAA Portability Services Appendix ("Service Appendix") is incorporated into and made a part of the FBMC Service Agreement, and its related Appendices and Exhibits (together, the "Agreement"). The effective date of this Service Appendix is the effective date of the Agreement or if later, the date indicated in this Service Appendix. If there is a conflict between this Service Appendix and the Agreement, the Agreement will control.

The parties agree as follows:

1. For the purposes of this Service Appendix, the Data Provider shall mean the party that is providing information to FBMC. Data Provider may be the Employer, a business partner or another third party entity designated by Employer. Data Provider shall provide FBMC with timely, accurate and complete information necessary for FBMC to provide the Services described herein in a format mutually agreed upon by the Employer and FBMC. FBMC is under no obligation to verify the accuracy and completeness of information provided to it by Data Provider.

Data Provider shall notify FBMC of all persons who have experienced a qualifying event, as defined by COBRA, by noting termination or other changes of employment status on a weekly Employer report or

by separate notification to FBMC. The information provided in the notification should include the name, address, social security number, and date and type of qualifying event.

Data Provider shall provide to FBMC's home office, on forms provided by FBMC, the following information on a weekly basis at it relates to the Employer's employees, their spouses and eligible dependents covered under the Health Plans:

- a. the death of a covered employee.
- b. the termination (other than by reason of the employee's gross misconduct), or reduction of hours of a covered employee's employment.
- c. the divorce or legal separation of a covered employee from the employee's covered spouse.
- d. a covered employee becoming entitled to benefits under Medicare.
- e. a covered dependent child ceasing to be a dependent child under the terms of the Health Plan.
- f. bankruptcy reorganization under Title II for person with retiree coverage if the bankruptcy causes a "substantial" loss of coverage within one year before or after filing.
- g. any other Information, which FBMC advises Employer, in writing, as is necessary for compliance with COBRA and HIPAA, as amended.

In addition, the Employer shall provide FBMC with up-to-date, pertinent information relating to the Health Plans on the effective date of this Agreement and Service Appendix and at the time of any later plan modifications by the Employer.

FBMC may rely on and act in accordance with any information or other instruction given by Employer reasonably believed by FBMC to be genuine and properly given.

Employer will furnish or arrange to have its Data Providers furnish the information determined to be necessary for it to provide under this Service

Appendix in a format, method, and time mutually agreed upon by the parties. FBMC acknowledges that on the date of execution of this Service Appendix, it has reviewed the format and method in which such information shall be provided and that the format and method are acceptable to FBMC.

Data Provider is solely responsible for providing the necessary information to FBMC sufficiently in advance of the federal deadline, taking into account the agreed upon timeframes in this Agreement, to ensure that all notices are furnished in accordance with applicable federal law.

2. FBMC shall distribute its standard General COBRA Notice (as required under federal law) by first class mail to the last known address of each covered employee and, when required by applicable law, the covered spouse or the covered dependent as soon as reasonably possible but no later than thirty (30) business days after receiving the information necessary to complete and send a General Notice or after the date of the covered employee's initial coverage, whichever is later.

3. Unless notified by Employer in writing, FBMC shall distribute its standard COBRA "Qualifying Event Notice" and Election Form (as required by federal law) by first class mail to the last known address of the Qualified Beneficiary as soon as reasonably possible but no later than fourteen (14) days after receiving the information necessary to complete the Election from Employer or Data Provider, or where applicable, from the Qualified Beneficiary. The notice will specify the plan(s) for which the Qualified Beneficiary is eligible, the premium rate and the due date. In addition to the foregoing, FBMC shall handle mailing required notices and all future billings, collecting premiums, mailing notices of conversion options and cancellation of coverage, reporting to Employer and record keeping.

FBMC is not responsible for resending any notices that are returned to FBMC to the extent they were mailed to the last known address of the Qualified Beneficiary. Notwithstanding the foregoing, FBMC is responsible for promptly informing Employer of the name and last known address of each participant or dependent for which FBMC has sent a notice and for which such notice has been returned to FBMC. FBMC shall maintain proof of mailing Qualifying Event Notices and Election Forms.

4. Employer understands that FBMC is not the "plan administrator" and is only responsible for satisfying the deadlines set forth in this Agreement.

5. If FBMC receives notice from Employer, Data Provider or a Qualified Beneficiary that a qualifying event has occurred or a Qualified Beneficiary has been determined to be disabled by the Social Security Administration, and such Qualified Beneficiary is not eligible for COBRA for any reason, FBMC shall send an Unavailability Notice by first class mail to the last known address of the Qualified Beneficiary as soon as reasonably possible but no later than fourteen (14) days after receiving such notice.

6. FBMC shall process the Election Forms submitted by Qualified Beneficiaries in accordance with applicable federal law and any additional written instructions from the Employer. FBMC shall monitor the timely receipt of elections and contributions. Upon receipt of the Qualified Beneficiary's election to continue benefits, FBMC shall send them coupon booklets to the extent requested by the Qualified Beneficiaries.

7. FBMC shall send an annual open enrollment form by first class mail to the last known address of the Qualified Beneficiary to the extent that FBMC has received the information necessary to complete and distribute the annual open enrollment form. FBMC shall also process any requested mid-year changes in elections in accordance with Employer's plan documentation and applicable law.

8. FBMC shall collect, reconcile, and post COBRA premiums from Qualified Beneficiaries (or third parties on behalf of Qualified Beneficiaries where applicable) in a manner and method as agreed upon by the parties and in accordance with generally accepted accounting principles. All premiums collected by FBMC in accordance with this Service Appendix will be deposited into a benefit continuation premium depository account in the FBMC's designated bank. FBMC will send all premiums collected to providers or the Employer via check, wire, or ACH as mutually agreed upon by Employer and FBMC.

9. FBMC shall send by first class mail to the last known address of the Qualified Beneficiary a notice indicating that COBRA coverage is terminating or has terminated. The Termination Notice will be sent as soon as reasonably

practicable, and consistent with COBRA, but no later than a reasonable amount of time after COBRA coverage has ended.

10. Additionally, FBMC shall provide Qualified Beneficiaries with end of eligibility notices, conversion notices (if applicable), and confirmation notices.

11. FBMC shall verify COBRA coverage and status, calculate medical FSA eligibility, terminate coverage if contributions are not received timely, process Level I appeals, and resolve all servicing issues related to COBRA.

12. In the event that an eligible participant has elected to continue his/her Medical FSA through COBRA, FBMC will post contributions as received from the COBRA administrator and will adjudicate and issue reimbursements for eligible claims. If the participant's account becomes overspent after being advised he/she is COBRA-eligible, FBMC will return to the COBRA administrator any contributions received after the account has been overspent.

13. FBMC shall provide responses to inquiries by providers and/or insurance carriers regarding coverage status of Qualified Beneficiaries. All responses will be based solely on the information provided to FBMC in accordance with this Service Appendix.

14. FBMC shall distribute its standard HIPAA Certificate of Creditable Coverage ("Certificate") by first class mail to the last known address of each Covered Individual who loses active coverage under the applicable Health Plans as soon as practicable after receiving the information necessary to complete the Certificate. FBMC shall also distribute the Certificate by first class mail to the last known address of each Covered Individual who loses COBRA coverage under the applicable Health Plans as soon as practicable after the loss of coverage. FBMC shall also send the Certificate following a request by a Covered Individual (or formerly Covered Individual) provided that the request is made no later than 24 months after the date that coverage was lost. All certificates will be mailed in accordance with the delivery methods established under HIPAA. All Certificates shall be sent within the time periods required by HIPAA, unless Data Provider has not provided the necessary information to FBMC in sufficient time to mail the Certificate on a timely basis.

15. FBMC shall provide Employer with written monthly reports summarizing COBRA activities from the previous month. FBMC will produce an active census report and other standard reports. Additionally, FBMC will conduct quarterly or monthly reconciliation of internal (control) files. FBMC shall send eligibility reports to insurance carriers, TPAs, and the Employer. Additionally, FBMC shall conduct internal audits or independent audits of COBRA and HIPAA Compliance, as requested by Employer.

Employer is responsible for reviewing the reports submitted by FBMC and notifying FBMC of any errors of which it becomes aware within a reasonable period of time after reviewing them.

16. FBMC will establish a standard procedure for exchanging information with the Employer and providers as mutually agreed by the parties.

17. FBMC will provide toll-free bilingual access for Employer's administrative staff. FBMC shall assign an account manager to manage FBMC's contractual responsibilities to Employer on a day-to-day basis. FBMC shall maintain an internet website that contains the Quarterly Review, a publication of FBMC that provides legislative updates and information including COBRA regulations. FBMC will provide current and updated information to the Employer regarding compliance with COBRA and HIPAA, including any changes or modifications to COBRA and or HIPAA and the steps required to comply with such changes or modifications.

18. FBMC shall produce and print "annual" enrollment materials for COBRA Participants, in addition to all other Health Plan(s) as provided in the Agreement or other Service Appendices attached to the Agreement. FBMC shall mail the enrollment materials directly to the COBRA participants.

19. FBMC will ensure compliance with all pertinent law, regulatory rulings, guidelines and notices applicable to COBRA administration.

20. Employer is responsible for all duties related to administration of its the Health Plans not otherwise set forth above or in the Agreement or other Services Appendices attached to the Agreement.

IN WITNESS WHEREOF, Employer and FBMC have caused this Service Appendix to be executed in their names by their undersigned officers, the same being duly authorized to do so (sign and date only if effective date is different from Effective Date of Agreement).

FRINGE BENEFITS MANAGEMENT COMPANY

By: Barbara L. Gonzales
Barbara L. Gonzales, Chief Operations Officer

EMPLOYER

The Board of Education of the City of St. Louis

(Print Employer Name)

By: Chris Kelly

(Print Officer Name and Title)

APPENDIX 7

PERFORMANCE GUARANTEES

TERMS

1. "Performance Guarantees" and associated penalties outlined herein are for noncompliance during the contract period for Services provided to Employer. The amount at risk for any contract year shall not exceed 10% of the annual aggregate PEPM and PPPM fees.
2. Performance will be measured and reported to Employer on a quarterly basis unless otherwise noted. Performance results will be calculated on a quarterly basis to determine if associated penalties apply to fees invoiced for that quarter. Penalties will be assessed within forty-five days of the end of the each semi-annual calendar period in which the penalties can be calculated. FBMC will credit the penalty amount against the amount due from Employer during the month the penalty is assessed.
3. Administrative Performance Guarantees exist in the following areas:
 - Customer Service Level - Average Speed of Answer in the Call Center
 - Customer Service Abandonment Rate (calls abandoned by the caller)
 - Enrollment and Confirmation Data Accuracy
 - Payroll Report and Data Feed Timeliness and Accuracy
 - Participant Satisfaction Rating
 - WEB System Availability

FBMC is not responsible for any failure to meet a Performance Guarantee because of:

- (i) the failure of Employer or Employer's vendor(s) to deliver to FBMC accurate data in a timely manner as regularly scheduled,
- (ii) any change in plan design or operational issues at Employer which significantly impacts FBMC's operation and for which FBMC is not given a minimum of thirty (30) days prior notice,
- (iii) unforeseeable fluctuations in volume from month-to-month exceeding 10%,
- (iv) any cessation, interruption or delay due to causes beyond its reasonable control by reason of natural disaster, act of God, labor controversy, civil disturbance, disruption of the public markets, terrorism, war or armed conflict, or the inability by reason of such causes to obtain Internet access. However, this subsection (iv) shall only apply if FBMC maintains back up systems reasonably necessary to avoid disruption of service.

4. Business Day. "Business Day" means any day except a Saturday, a Sunday, or an FBMC holiday.

PERFORMANCE GUARANTEE

(A) Customer service representatives ("CSR") will answer all calls offered within 45 seconds as an average speed of answer from the point a call passes through the front-end phone switch.

CSRs will answer calls offered with an abandonment rate of 5% or less. Abandonment rate represents the percentage of callers who voluntarily abandon calls made to the call center before speaking with a representative or successfully interfacing with an automated voice response system.

FEE AT RISK: 25% of 10% of the PEPM and PPPM charge

SERVICE LEVEL

- Calls answered in ≤ 45 seconds and abandonment rate $\leq 5\%$
- Calls answered in 45.1 to 46 seconds or abandonment rate is between 5 - 7%
- Calls answered in > 46 seconds or abandonment rate is $> 7\%$

PENALTY
Performance Standard
(No Penalty)
50%

100%

PERFORMANCE GUARANTEE

(B) 98% or better accuracy in employee profile, cost and eligibility information provided on enrollment and confirmation communications.

Enrollment and Confirmation Data Accuracy

FEE AT RISK: 15% of 10% of the PEPM and PPPM fee

SERVICE LEVEL

- 98% (or higher) of enrollment worksheets and confirmation statements contain accurate employee profile, cost and eligibility information.
- 95% to 97.9% of enrollment worksheets and confirmation statements contain accurate employee profile, cost and eligibility information.
- 90% to 94.9% of enrollment worksheets and confirmation statements contain accurate employee profile, cost and

PENALTY
Performance Standard
(No Penalty)

50%

75%

eligibility information.

- ♦ Less than 90% of enrollment worksheets and confirmation statements contain accurate employee profile, cost and eligibility information. 100%

PERFORMANCE GUARANTEE

(C) All payroll reports and files produced in accordance with processing schedule. All payroll reports and data feeds contain 98% or better accuracy in employee profile, cost and enrollment information.

Payroll Report and Data Feed

Timeliness and Accuracy

FEE AT RISK: 20% of 10% of the PEPM and PPPM fee

SERVICE LEVEL

PENALTY

Performance Standard
(No Penalty)

- ♦ Payroll benefit deduction files produced within scheduled time. File feeds contain 98% or better accurate employee deduction information. (No Penalty)
- ♦ Payroll benefit deduction files produced within 24 hours of scheduled time. File feeds contain 95% to 97.9% accurate employee deduction information. 25%
- ♦ Payroll benefit deduction files produced within 48 hours of scheduled time. File feeds contain 90% to 94.9% accurate employee deduction information. 50%
- ♦ Payroll benefit deduction files produced within 72 hours of scheduled time. File feeds contain 90% accurate employee deduction information. 100%

PERFORMANCE GUARANTEE

(D) Satisfaction score taken from annual quality surveys sent to employees who have utilized call center services. A five point rating scale will be used and responses will be averaged.

Participant Satisfaction Rating

FEE AT RISK: 30% of 10% of the PEPM and PPPM fee

SERVICE LEVEL

PENALTY

Performance Standard
(No Penalty)
50%

- ♦ Average satisfaction score of 90% or higher.
- ♦ Average satisfaction score of 85% or higher.

- ♦ Average satisfaction score below 85%.

100%

PERFORMANCE GUARANTEE

(E) FBMC's web system will be up and running at least 95% of each monthly operating window (the system will be available 24 hours except for a 1 hour back-up period each evening between 12 a.m. and 6 a.m. CT). FBMC also has a 4 hour window per month during normal working hours for emergency maintenance (to be used only as needed) before performance guarantees are applied. (Note: Employer and its employees must use Internet Explorer or Netscape versions 4.0 or higher with the Employee Self-Service option. FBMC is not responsible for performance of any employee's or Employer's ISP or browser).

FEE AT RISK: 10% of 10% of the PEPM and PPPM fee

SERVICE LEVEL

- ♦ System is up and operational 95% (or higher) of monthly operating window.
- ♦ System is up and operational 93% to 94.9% of monthly operating window.
- ♦ System is up and operational 93% or less of monthly operating window.

PENALTY
Performance Standard
(No Penalty)

50%

100%

PERFORMANCE GUARANTEE

(F) Full system functionality available by April 15, 2007; customer service/phone line availability by April 15, 2007.

FEE AT RISK: 3% of 10% of the PEPM and PPPM charge

SERVICE LEVEL

Full system functionality available by 4/15/2007; customer service/phone line availability by 4/15/2007.

PENALTY
Performance Standard
(No Penalty)

- ♦ Full system functionality not achieved by 4/15/2007 or customer service/phone line not available by 4/15/2007.

100%

APPENDIX 8

Scope of Services

The Scope of Services includes the below enumerated general areas for the Employer's active employee medical, prescription drug, dental, vision, basic and supplemental life insurance, dependent life insurance, employee accidental death & dismemberment insurance, flexible spending accounts for health care reimbursement and dependent care reimbursement, and COBRA continuation coverage.

1. Eligibility Calculations and Maintenance, include administration of the Employer's and vendor eligibility rules for employee benefit plans, including but not limited to medical, prescription drug, dental, vision, life, flexible spending account and premium conversion plans, requesting and receiving documentation on eligibility and life event changes, interfacing with the Employer payroll system, interfacing with and submitting data to Employer's vendors, making current and required changes to the eligibility files, providing premium reports, providing eligibility information reports and updates, and related eligibility and enrollment reporting (including eligibility changes, retrospective eligibility changes, eligibility reconciliation reports and backfeeding data as necessary). Head count reconciliation reports between vendor records and FBMC records shall be performed by FBMC on a monthly basis. FBMC and Employer shall jointly determine an acceptable discrepancy threshold. If elected by the Employer, short-term and long-term disability shall also be included in these services. Employer shall give FBMC at least 60 days notice of any change or addition to Employer's vendors or benefits offered under the benefit plans for which the foregoing services are being or will be provided.
2. Member Call Center Services for benefits covered members, the Employer representatives, and vendors, including enrollment support and assistance, coverage verification, answer questions, resolve problems, and related reporting and documentation. The member call center acts as a resource for members with benefit related inquiries, such as enrollment, coverage eligibility, premium cost. FBMC will contact the specific benefit vendor for follow up in the event of eligibility coverage disputes.
3. Administer web-based (and paper and phone) enrollment and changes, including all open enrollment activities, eligibility elections, dependent information, family status changes, personalized electronic and mail confirmations to employees, daily interface with the Employer and vendor systems, maintain on-line forms, maintain on-line inquiries, and related reporting and documentation. An on-line inquiry function is to be maintained to allow members, the Employer representatives, and vendors to submit inquiries and obtain responses on-line. Paper enrollment shall not be provided until such time as Employer notifies FBMC that it desires such method be made available.
4. Administer annual open enrollment period and benefit effective date. Administer periodic, special or off-cycle open enrollment periods and benefit effective dates. The

current annual open enrollment period is October-November the current benefit effective date is January 1st.

5. Produce and distribute, to each employee's or other enrollee's residential address, personalized enrollment worksheets to employees for open enrollment, new hires, employment status, benefit coverage change events, and related reporting and documentation.
6. COBRA, HIPAA, Leave of Absence and Medicare D Notice Administration Services, including production and distribution of required HIPAA notices (including certificates of creditable coverage for Benefit Plans and if applicable Cafeteria Plans and Reimbursement Account Plans); production and distribution of employee Leave of Absence and COBRA participant billing statements; collection of payments from such individuals, and remitting such payments to the Employer and/or its Health Benefit Trust; distribution of participant notices required under Medicare Modernization Act and Medicare Part D, provided that such notices are prepared by Employer and furnished to FBMC; transmission of related reporting and payments to the Employer, its Health Benefit Trust, and its vendors; and transmission of payroll deduction and other required deduction information to Employer; and production and distribution of COBRA general notices and Qualifying Event loss of coverage notices for Benefit Plans and if applicable, Cafeteria Plans. Distribution shall be by U.S. Mail to the individual's residential address. Employer agrees that FBMC shall not be responsible for the content of participant notices required under Medicare Modernization Act and Medicare Part D.
7. Participate telephonically in required Employer staff or Employer meetings and conference calls. FBMC shall make at least one site visit to Employer's offices at no cost to Employer. Employer may elect to send its staff to FBMC headquarters once annually, in which event, Employer and FBMC shall mutually agree on the agenda for any face to face meetings.
8. Flexible Spending Account Services for premium conversion, health care and dependent care accounts and other benefits selections.
9. The final scope of services and related schedules will be contained in a Benefits Administration Manual to be prepared by FBMC and approved by the Employer. Such Benefits Administration Manual shall contain processing schedules and the other information concerning administration in sufficient detail so that Employer's staff can acquaint itself with and gain a full understanding of all the practices and procedures required to implement the services contracted for under this Agreement. The Benefits Administration Manual shall be amended from time to time to reflect changes in practices and procedures.
10. Medical, prescription drug, dental, vision, life, short-term and long-term disability, flexible spending account, and open enrollment period coverage, limitations, procedures, and eligibility parameters are established and determined by the Employer and its insurance vendors, as applicable.

11. Performance guarantees as set forth in Appendix 7 of this Agreement.
12. Enrollment and other services shall accommodate all of the various categories of active employees: The majority of active employees are 10-month and 12-month. There are also 10.5-month and 11-month employees. The Employer will make premium or fee payments based on 20 pay periods for the 10-month employees and 24 pay periods for the 12-month employees during the calendar year. The premium or fee for the 10-month employee is calculated at one twentieth of the annualized rate. The premium or fee for the 12-month employee is calculated at one half of the monthly rate. The premium or fee for 10.5-month and 11-month employees are calculated and paid on a similar methodology. It is, therefore, understood that the successful company will agree to cover 10-month, 10.5-month, and 11-month employees through August 31, should the 10-month, 10.5-month, or 11-month employee retire or resign at the end of the school year. FBMC acknowledges that Employer is considering a change to mandatory 26 pay periods annually for all employees except hourly employees.
13. Employer representatives shall have access to visit its operation and local service offices prior to contract award, if so desired.
14. FBMC shall maintain a local and/or toll-free call center phone number available for use by Employer employees and dependents participants for questions, inquiries, and enrollment activities.
15. FBMC shall be compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
16. FBMC shall be an equal opportunity employer.
17. FBMC shall have web-based enrollment capability and paper and telephonic as needed. Paper enrollment shall not be provided until such time as Employer notifies FBMC that it desires such method be made available.
18. FBMC shall prepare a detailed implementation and vendor transition plan acceptable to the Employer. The implementation plan shall contain such testing, including parallel testing, and safeguards necessary so that data integrity is preserved and services to participants are not disrupted.

ITEM 11-19-09-04

**APPROVED AT THE
NOVEMBER 5, 2009 MEETING**

SAINT LOUIS PUBLIC SCHOOLS

Date: October 23, 2009

To: Kelvin R. Adams, Ph.D.

From: Sharonica Hardin, Chief Human Resource Officer

Agenda Item: 11-19-09-04
Information: ☐
Conference: ☐
Action: ☒

Subject:

Amended 2010 renewals for St. Louis Public School's group Medical, Dental, Short Term Disability, and Long Term Disability Plans, Vision and Life Insurance for the period January through June 2010, in an amount not to exceed \$14,254,788, the annual total is \$28,509,576.

Background:

The annual rates for healthcare coverage were analyzed by the District's benefits consultants, Holmes Murphy. After reviewing historical claim data and healthcare trends, the attached rates were proposed. United Healthcare (UHC) has been the medical insurance carrier since 2006. UHC's 2010 renewal proposal is 9.7% which based upon claims paid from June 2008 through May 2009.

The packet contains information regarding the following:

2010 Medical Renewal Calculations and 2009 Historical Increases
January 1, 2010 Employee Benefits Renewals – Executive Summary

CSIP Goal 2, Line 77
MSIP 8.5.4

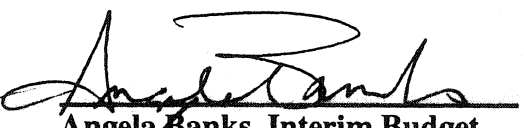
Funding Source :Board of Education Health Benefits Trust **Requisition No.**

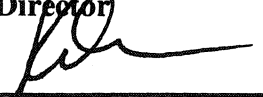
Cost not to exceed: \$14,254,788.00

Recommendation: Approval


Sharonica Hardin, Chief
Human Resource Officer


Enos Moss
CFO / Treasurer


Angela Banks, Interim Budget
Director


Kelvin R. Adams, Ph.D.
Superintendent

SAINT LOUIS PUBLIC SCHOOLS

Date: October 28, 2009

To: Kelvin R. Adams, Ph.D.

From: Enos K. Moss, CFO/Treasurer

Agenda Item: 11-19-09-05
Information: ☐
Conference: ☐
Action: ☒

Subject:

To approve a cost-of-living-adjustment (COLA) of 5% for retirees in the Public School Retirement System of the City of St. Louis. The SLPS annual regular contribution to fund Public School Retirement System including the COLA for retirees in 2009 is \$23,194,685, while the annual regular contribution without funding a COLA is \$19,724,150. The differential is \$3,470,535.

Background:

According to the Executive Summary of the Valuation Report, the amount of the SLPS contribution to fund the SLPS annual regular contribution and a 5% COLA for retirees in 2009 is \$23,194,685 (10.44% of covered compensation). The amount of the SLPS annual regular contribution without funding a COLA in 2009 is \$19,274,150 (9.51% of covered compensation).

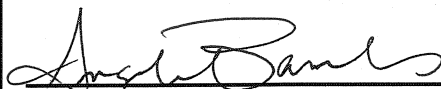
The cost of the COLA increase was not included in the approved budget, and therefore would result in a budget bust of \$3,470,535.

Funding Source : Various

Requisition No.

Cost not to exceed: \$3,470,535.00

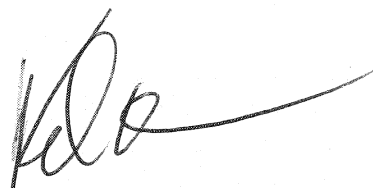
Recommendation: Do Not Approve



Angela Banks, Interim Budget Director



Enos K. Moss, CFO / Treasurer



**Kelvin R. Adams, Ph.D.
Superintendent**

7
RECEIVED
FINANCIAL ADM. SVS.
BOARD OF EDUCATION

08 DEC 23 PM 2:30

PUBLIC SCHOOL RETIREMENT SYSTEM
OF THE CITY OF ST. LOUIS

CONTROLLER

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

OFFICE OF THE
EXECUTIVE DIRECTOR

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

December 17, 2008

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

Re: Annual Contribution for 2009 due by December 31, 2009

Dear Mr. Sullivan:

The Board of Trustees approved the annual Actuarial Valuation Report for the Public School Retirement System of the City of St. Louis ("the retirement system") fiscal year beginning January 1, 2008, at the regular meeting on December 15, 2008. Enclosed please find the Executive Summary along with a complete copy of the report.

The school board has full discretion whether or not retirees will receive a cost-of-living-adjustment (COLA). This decision is based on the dollar amount of the annual contributions the school board authorizes the St. Louis Public Schools (SLPS) to pay PSRSSTL for a given year.

According to the Executive Summary of the Valuation Report, the amount of the SLPS contribution to fund a 5% COLA for retirees in 2009 is **\$23,194,685** (10.44% of covered compensation). The amount of the SLPS annual regular contribution without funding a COLA in 2009 is **\$19,274,150** (9.51% of covered compensation). Please note that neither amount includes any reimbursements due the retirement system for payments made under the Regular or RIF (reduction in force) Sick Leave Conversion Program. The SLPS annual regular contribution is due by **December 31, 2009**.

At the meeting on December 15, 2008, the Trustees discussed their willingness to accept a COLA for less than 5%, such a decision is at the sole discretion of the school district. In addition, I would urge you to consider that retirees received no COLA in 2003, 2004, 2005, 2007 and 2008 while making your decision. Due to these five year gaps and the relatively low 2.5% COLA paid to retirees in 2006, I am requesting that the Special Administrative Board consider a COLA for retirees in 2009.

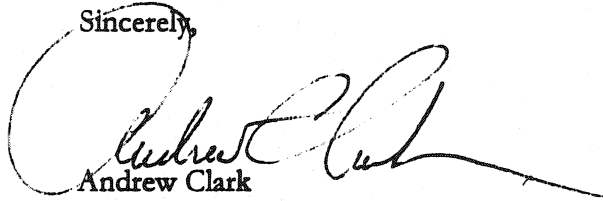
Mr. Richard Sullivan

December 17, 2008

Page 2

Once you have reached the decision regarding the amount of the approved 2009 annual contribution, please let me know as soon as possible whether or not retirees will receive a COLA. Please do not hesitate to contact me directly at 314-534-7444 ext. 3015 or waclark@psrsstl.org if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrew Clark", written over a large, loopy "C" that starts the word "Sincerely,".

Andrew Clark
Executive Director

Enclosures as noted

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

SAINT LOUIS PUBLIC SCHOOLS

Date: October 28, 2009

To: Kelvin R. Adams, Ph.D.

From: Enos K. Moss, CFO/Treasurer

Agenda Item: 11-19-09-06
Information: ☐
Conference: ☐
Action: ☒

Subject:

To approve a contract with PFM Group to guide the development of the District's five-year plan. The plan would be developed during the current fiscal year with a start date in December 2009. The cost of services is not to exceed \$164,340.

Background:

SLPS is looking to develop a Five Year Financial Plan that will serve as a road map to the financial stability of the District. We would like to engage a financial consulting firm that has experience in assisting public school districts in the development of a multi-year financial plan. The plan will identify opportunities to achieve financial stability, better alignment of District resources with its accreditation goals and provide a financial planning process that is understandable and can be supported by the community.

The PFM Group was selected through the RFP process. The RFP was posted on the SLPS website and was also e-mailed to 6 financial consulting firms who have previously done work for SLPS.

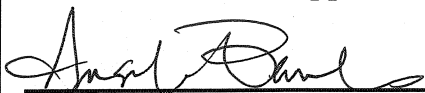
CSIP Goal #2, Row 74
MSIP 8.5.2

Funding Source :110-2512-6319-970-00

Requisition No. 10115615

Cost not to exceed: \$164,340.00

Recommendation: Approval



Angela Banks, Interim Budget Director

**Kelvin R. Adams, Ph.D.
Superintendent**



Enos K. Moss, CFO / Treasurer





Scope of Services

5.1 Scope of Services

St. Louis Public Schools Overview

The largest school district in Missouri, St. Louis Public Schools (SLPS) enrolls approximately 27,000 students. It faces many of the challenges of large urban school districts, including declining enrollment, a high percentage of students from low-income households or with special needs, and minimal growth in property valuation. It is notable that compared to the State of Missouri as a whole, SLPS has a much higher percentage of students who qualify for free and reduced price lunches (72 percent for SLPS and 42 percent for the State of Missouri as a whole), a lower attendance rate (82 percent for grades 9-12 compared to 92 percent for Missouri as a whole) and a much higher drop-out rate (23 percent for grades 9-12 compared to 4 percent for Missouri as a whole).

In March 2007, the Missouri State Board of Education voted 5-1 to remove the District's accreditation and to place governance of the District under a three-member special advisory board appointed by state and local officials. The school district is currently working to address both instructional and financial management issues and seeking return of state accreditation by 2011.

As a vehicle to achieve accreditation and improve overall performance and results, the SLPS has developed a draft of a detailed accountability plan, which is expected to be considered by the special advisory board when it meets on November 7, 2009. The plan includes educational enhancements, such as offering more advanced placement and career courses, reducing class sizes, and increasing monitoring of student performance.

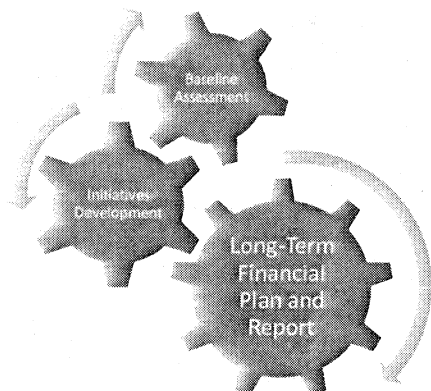
The challenge, of course, is to find ways to dedicate sufficient resources to the many areas of need and opportunity within the SLPS, particularly when its two major revenue sources, state aid and property taxes, now face significant uncertainties. In the current environment, the need for a long-term financial plan to assist SLPS in charting its fiscal course is evident.

This is further underscored by the scale of recent, necessary actions to address current year budget shortfalls. In the spring, the District closed 17 schools and is in the process of cutting an additional \$18 million from the current year budget.

PFM is ready to work with the SLPS to both understand and frame the funding challenges faced by the District, and to outline options and strategies to respond to them. This has been the challenge that PFM faced in other long-term financial plans, involving school districts and other governments. In all cases, the point was to develop a plan to align long term revenues with long term expenditures. In that respect, the District's detailed description of the scope of services aligns directly with the approach PFM uses in multi-year planning projects.



Scope of Services



Approach

SLPS identifies six key activities for this RFP:

1. Identify the current budget commitments and quantify the future expenditures to maintain those commitments.
2. Provide a multi-year financial planning model that incorporates District historical financial information, establishes baseline revenue and expense assumptions in a Microsoft environment.
3. Provide a written report outlining the baseline assumptions contained in the model. Provide a cash flow projection model that can be used to forecast how changes in revenues and expenditures may impact the District's overall cash position.
4. Design a rigorous planning process that can be implemented by the District that can be used to communicate the goals and plans of the District to the community.
5. Provide the necessary training and documentation for the District to continue the use of the model.
6. Identify steps / methodology for implementation of recommendations.

At a conceptual level, PFM views a successful Long-Term Financial Planning process as encompassing three primary phases:

1. **Baseline Assessment: Operating, Special Fund, Capital**

- Review of trends: revenues, expenditures, demographics
- Review of tax levels and incentives
- Review of services and mandates
- Review of debt levels and capital needs
- Identification of key budget drivers, risks, and liabilities
- Development of "as-is" multi-year financial model
- Preparation of the base model five-year financial plan

2. **Initiatives Development**

- Identification of goals and targets beyond baseline (re-accreditation, programmatic, capital and technology investments etc.)
- Development of gap closing "initiative" options and strategies

3. **Five-Year Plan and Report**

- Integration of targets and initiatives into a balanced framework
- Financial model and communications document
- Implementation plan for initiatives
- Metrics for monitoring progress, inclusive of timeline

In turn, these phases ultimately cycle back for periodic (e.g., annual) updates based on the findings from ongoing implementation and monitoring. The following provides further detail regarding our approach and activities for each key component of multiyear financial plan development.



Scope of Services

- **Detailed review and analysis of financial/management data.**
The team would immediately conduct a detailed review and analysis of the District's financial and management data, complemented by interviews of key District managers and stakeholders. PFM adopts a collaborative approach wherever viable, builds on past analyses efficiently, and will actively engage and team with internal staff.
- **Conduct a baseline, multi-year assessment to quantify the impact of longer-term, structural trends going forward.**
Based on the analysis of the above data, interviews and research, PFM will identify the District's budget gap by major fund. Revenue and expenditure trend analysis, in tandem with identification of key economic and demographic patterns driving these trends, will be a core component of this phase of this project. The team will incorporate 3-5 years of historical data (as available and determined to be reliable) into our Financial Plan model, and will also review longer-term trends for certain revenue streams, expenditure line items, and underlying factors for which a further perspective is valuable to identify potential scenarios (e.g., state revenues, debt service, future capital program goals, enrollment).
- **Identify key budget drivers and frame major policy choices.**
Where resources are limited, difficult choices are often necessary. The project team will identify key revenue streams lagging in growth, key expenditure categories increasing at an unsustainable pace, and options and strategies for changing these trends to bring recurring revenues and spending into alignment.
- **Deliver national "Best Practice" perspectives on challenges and opportunities:** The project team will also evaluate key budget issues for the St. Louis Public Schools relative to national trends and best practices. Across the country, urban districts are grappling with difficult issues such as declining enrollment, charter school funding, facility utilization, administrative staffing models, and employee compensation – and the report will contextualize St. Louis findings relative to broader national trends and emerging best practices.
- **Provide a work plan for achieving structural fiscal improvements.** The team will work to assess areas with potential opportunity for financial and management improvement, estimating high-level fiscal impact of a recommended blueprint for change.

The PFM Strategic Consulting practice has been constructed as a team of "generalists with specialties" who provide both comprehensive budget planning services and also advise state and local governments on highly specialized budget issues. Given this structure, PFM can quickly bring experienced professionals to the District to apply active, national "best practice" experience in partnership with in-house staff identify and quantify achievable gap closing strategies.



Scope of Services

For this project, PFM anticipates that gap-closing opportunities for the St. Louis Public Schools will primarily derive from precedent analysis of key budget drivers, trends, and priorities. For example, to the extent that rising health benefit cost pressures are found to be eroding broader resources, PFM experts can team quickly with the District's own human resources professionals and any current benefit advisers to help evaluate and quantify opportunities for cost containment – applying current best practices in health management, vendor management, and plan design.

Each of these activities will help to provide the information necessary to complete activity one from the Scope of Services. The following details the approach for completing activity two:

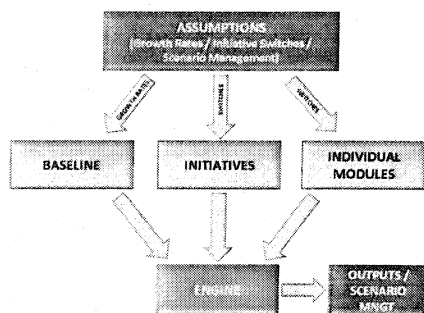
- **Incorporate the baseline assessment into a quantitative, multi-year financial projection model, with scenario evaluation capability.** PFM has been a recognized national leader in the development of long-term financial plans for major governments for more than 15 years. Over the course of this experience, we have developed and refined robust Excel-based, quantitative models to support multi-year decision-making.

At the same time, our models are not rigid or “black box” software, but rather have been based in Excel to support ease of direct use and eventual knowledge transfer to our clients. In addition, the use of an Excel platform allows for rapid customization to reflect an individual district's particular budget structure and project goals.

For the SLPS, we would anticipate a detailed review of any District existing forecasting tools, models, and data systems at the outset of the project. Based on this analysis, we would propose a modeling approach that would likely migrate key District data to a customized version of our primary Long-Term Financial Planning model – although adaptation and enhancement of existing District models may also be considered if desired.

Within our base Long-Term Financial Planning model, PFM has developed an architecture designed to support extensive “what if” scenario modeling. Along with a core baseline forecast, our model is structured to facilitate analysis of alternative revenue and expenditure growth rates, and can also be easily customized to reflect key budget initiatives under consideration (e.g., school closure, federal stimulus investments). For such initiatives, the model is developed with “switches” that enable policy makers to quickly mix and match approaches as they seek to balance program and policy goals within anticipated resources.

The Long-Term Financial Planning model will also allow PFM to develop a balanced budget scenario for the District, allowing leadership to understand the change required to achieve a balanced budget.

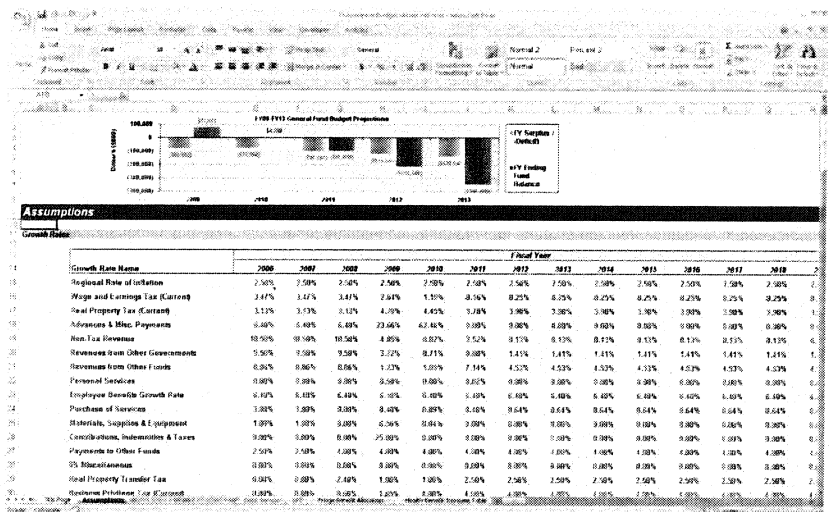




Scope of Services

In addition, our Long-Term Financial Planning model also features specialized modules that enable integrated scenario evaluations for major budget drivers – such as school closures and employee compensation. Our existing labor module within the Long-Term Financial Planning model, for example, allows for cost evaluation of potential changes in headcount by employee group over the course of the five-year plan in dynamic tandem with analysis of alternative wage increase and health benefit cost growth scenarios. Further, this module can accommodate more nuanced scenarios (e.g., “back-loaded” wage increases), and fully incorporates “roll up” assumptions regarding the impact of wage increases on FICA, overtime, employer pension contributions, and other salary and benefit line items.

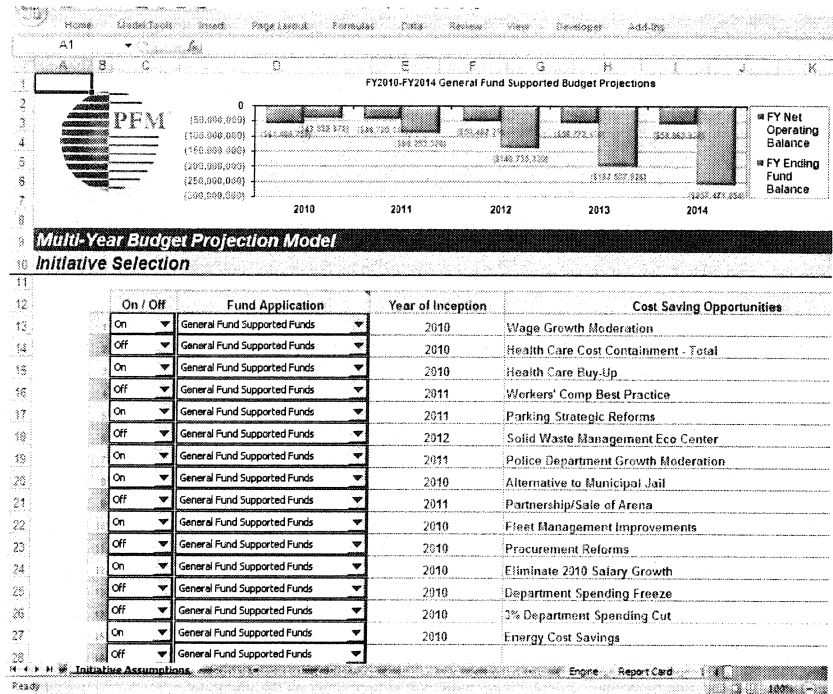
The following screen shot from one version of the model (data shown, illustrative only, not actual), presents the level of detail in standard model growth rate assumptions – based alternatively on historical trends or overrides based on other forecasting methodologies and assumptions. In addition, this screen shot demonstrates a “ribbon” typically incorporated at the top of each spreadsheet worksheet that shows “real time” changes in key fiscal indicators (here, operating results and Fund Balance) as alternative scenarios are modeled.



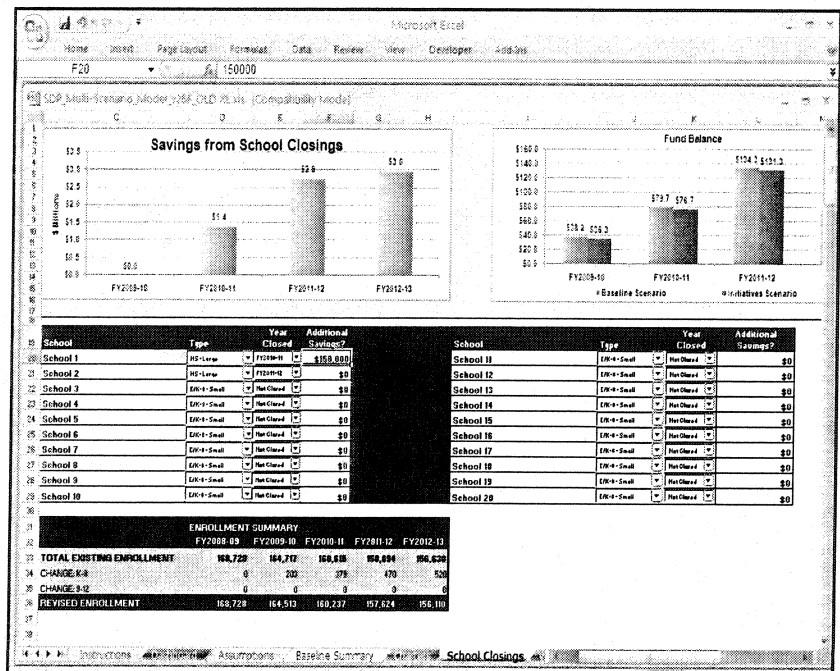
This next screen shot provides an example of how the Long-Term Financial Planning model can incorporate customized scenarios, using “switches” (green if on, red if off) to facilitate ease of review for multiple options.



Scope of Services



This next screen shot shows a customized module – in this case, for evaluating the impact of potential school closures – as can also be integrated into the overall Financial Planning model.

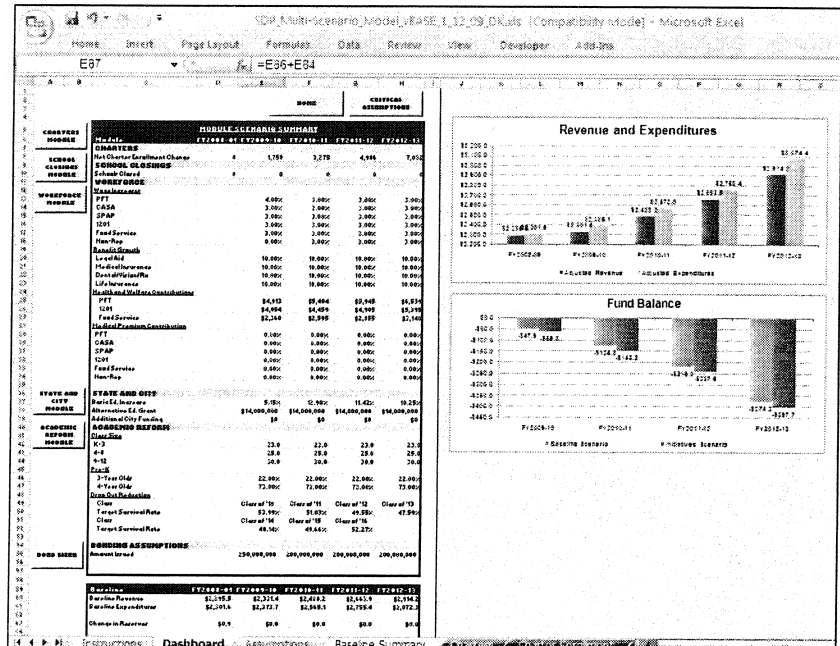


Finally, the next screen shot reflects the ease with which this sophisticated, but Excel-based tool can present key reports and outputs in a dashboard or scorecard format. Standard reports



Scope of Services

can also be customized to align with the budget format of the particular user district.



The following bullets align with the scope of services for activity 3:

- **Provide a written report detailing model assumptions.** The model is an important tool that will be used to create the final written report for the Multi-year financial plan. That plan contains chapters outlining the key budget drivers, the baseline and all assumptions, as well as discussion of key budget initiatives. The plans are generally in the range of 150 to 250 pages – as an example, the Multi-year plan for the City of Kansas City, Missouri totaled 188 pages.
- **Develop a cash flow projection model based on the available financial information and assumptions.** Used in conjunction with the Multi-year Planning model, the cash flow model can help inform the District and its stakeholders of how decisions may affect the day-to-day cash position of the District, both now and in the future.

PFM understands that the written report and model are tools, not the end result. The following explains our approach to use these tools for an overall improvement in the district's financial situation and financial planning – which are at the heart of activities four and six from the scope of services:

- **Work with District staff to develop a short-term action agenda to begin eliminating the negative gaps.** As a first step toward structural reform, the team will also develop a short-term action agenda that will outline timetables and next steps for realizing identified savings and capturing near-term fiscal benefits. This plan will align with the longer-term blueprint, but be focused on “quick win” initiatives that can begin to provide budget relief while generating momentum for structural reforms.



Scope of Services

In this engagement, we anticipate production of a final report that clearly, professionally, and effectively documents our key findings, significant scenario outputs from a long-term financial planning model, and options and strategies identified by the District for moving forward. PFM will also provide support for an internal and external communication plan to accompany the Financial Plan.

- **Provide related analysis, support and recommendations on issues and initiatives associated with eliminating the District's structural deficit.** Such analysis may include support for process improvements and communications on District fiscal issues.
- **Develop a detailed communication plan to obtain buy-in from stakeholders.** The challenges facing the District are daunting, and the solutions are far from easy. PFM understands the need for an effective strategy to communicate the situation the District faces, the choices, and the consequences from action and/or inaction. PFM will develop, in tandem with District staff, a multi-faceted communication plan that involves teachers and other District staff, staff, parents and students, local and state leadership and staff. PFM senior professionals are regularly involved in community, school board, city council and state-level meetings and presentations and will be available as needed to communicate project findings and recommendations.
- **Develop an implementation plan for project recommendations.** While any short-term recommendations and the long-range financial plan will likely generate immediate implementation tasks, at the end of the project, PFM will also provide a document to guide the District in implementing major plan recommendations as well as updating of the plan going forward. Depending on the actual recommendations and conditions, the implementation plan might include steps relating to:
 - Development of management and budgetary reporting tools and systems
 - Capital program reforms
 - Collective bargaining support
 - Assistance with implementing specific initiatives

Finally, PFM's goal is to ensure that the District has the capacity to continue to use the models as a key part of its budget planning process, as identified in activity five:

- **Provide training and documentation for District staff in the use and maintenance of the models.** All of PFM's models are Excel-based, and all necessary formulas and functions for use of the model are transparent and readily understood for individuals with a solid working knowledge of Excel. PFM staff will provide hands-on training and support in the use of the models, which includes 'how to' features built into the models as well as written documentation as needed. PFM staff are also available as



Scope of Services

needed to answer questions that may arise on use of the model both during and after completion of the project.

Project Management Overview

An experienced firm that has delivered literally hundreds of successful projects, the PFM strategic consulting practice uses a variety of “tried and tested” project elements to ensure a timely, successful outcome. These include:

- **Client Engagement.** PFM structures its projects to enhance the opportunities for client communication and involvement. This usually includes creation of a Guidance Team, which includes the client project sponsor and project manager as well as other key stakeholders. This Team helps set project direction, resolve issues and maintain project continuity.
- **Continuous Feed-back.** PFM project managers provide regular updates to the client on project progress, scheduling and issues to be resolved. PFM also provides regular opportunities for the District and its leaders and staff to vet recommendations and analysis, to help ensure that findings and recommendations are credible and actionable.
- **Useful Milestones.** PFM projects use key project events to ensure client involvement, project understanding and feedback. PFM projects generally are initiated with a *project kick-off*, which helps to introduce the PFM and client project team to a broader audience of stakeholders. At this point, the Guidance Team is also brought together to discuss key “definitions of success” for the client. PFM projects generally include a *mid-point project update* to communicate key high level project findings and recommendations and update on project schedule and next steps. PFM also generally builds into its schedule an *implementation work session* to provide the client and key project stakeholders an opportunity to work through issues that might impact on expected outcomes.
- **Project Guarantee.** PFM is committed to its work with governments and stands behind its work. We will spend the time and resources necessary to get the District the in-scope results it seeks – period.

Project Management Capability

The PFM Strategic Consulting team has extensive experience successfully managing projects within governments and other public sector organizations of comparable size and complexity.

Above any other keys to effective project management, PFM seeks to build a team of exceptional project managers. As the resumes included with this proposal demonstrate, our project managers bring strong qualifications to their client engagements. In our Strategic Consulting practice, most of our team has served in government – and we bring a “user perspective” to our work. We understand the structure and challenges of governments, and require no on-the-job training to orient ourselves to the context of a public sector agency. Our experience not only provides us credibility with line District staff, but also leads us to focus quickly on “actionable” opportunities for positive organizational



Scope of Services

change. As past consumers of consulting services, we are focused on quality, value, and results that make a difference.

Also important to successful project management, PFM is strongly committed to understanding and gaining buy-in from those who will carry our recommendations forward (or not) when our project engagement is complete. As also noted above, key strategies for such efforts may include:

- Active coordination with a senior-level Guidance Team to provide ongoing direction and feedback to best target our work and “reality test” working concepts;
- Designation of a primary Project Liaison to centralize data requests, scheduling, and other logistics so as to minimize administrative burdens and the disruption of day-to-day operations that can arise from consultant reviews;
- Regular, interim status reports and updates for the project sponsor and/or other designated contacts as a project progresses;
- Survey tools, including easy-to-use, customized, on-line instruments; and,
- Interviews and focus groups with key “customers” and “partners” of the department or function under review (e.g., civic and community groups, vendors, other public agencies).

Internally, we also use a range of project management tools and techniques to keep our work moving forward on time and on budget. For every project, we designate both an Engagement Manager and Project Manager or Managers. The Project Manager coordinates development of project timelines, goals, team meetings, client checkpoints, and all interim and final deliverables, while the Engagement Manager ensures quality control and client satisfaction. Both the Engagement Manager and Project Manager receive biweekly project reports detailing hours worked by all team members assigned to the project, and are authorized to commit resources toward meeting client goals. Between these senior leaders, and across all levels of our teams, our corporate culture promotes regular, open, and active communication and coordination.

SAINT LOUIS PUBLIC SCHOOLS

Date: October 29, 2009

To: Kelvin R. Adams, Ph.D.

From: Terry Laster, Chief Information Officer

Agenda Item: 11-19-09-07
Information: ☐
Conference: ☐
Action: ☒

Subject:

To approve a sole source contract with MOREnet to allow District internet connectivity to training, technical support and online resources as recommended by DESE. These services will be provided November 20, 2009-June 30, 2010 at a cost not to exceed \$9675.00-payment will be shared between Technology & The Elementary Schools Office.

Background:

For data collection, Technology Services and The Elementary School office will monitor utilization (data) figures.

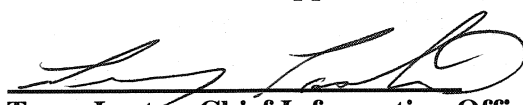
MSIP 6.8.1
CSIP Goal 2, Row 57

Funding Source : 110-2828-6319-981-54 \$4,837.50
110-2218-6319-847-00 \$4,837.50

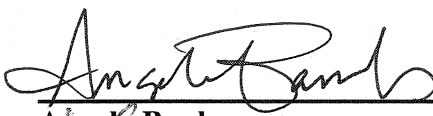
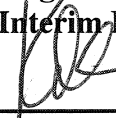
Cost not to exceed: \$9,675.00

Requisition No. 10115487

Recommendation: Approval


Terry Laster, Chief Information Officer


Enos Moss
CFO / Treasurer


Angela Banks
Interim Budget Director

Kelvin R. Adams, Ph.D.
Superintendent





REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Terry Laster	Date: October 23, 2009
Department / School: Technology Services	Phone Number: 314-345-2421
<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)	
Morenet will provide District connectivity to training, technical support and online resources	
Vendor Name: MOREnet	Email: eric@more.net
Vendor Contact: Eric Nicklas	Phone Number: 573-882-9785
Justification Information	
1. Why the uniquely specified goods are required?	
The Department of Elementary and Secondary Education recommended these resources; they are needed to assist with the district's accreditation efforts.	
2. Why good or services available from other vendors /competitors are not acceptable?	
These resources are only available from Morenet.	
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:	
 Terry Laster, Chief Information Officer	10-23-09 Date
CFO	Date
Superintendent	Date



To: School Administrators and Technology Directors
From: Eric Nicklas, K-12 Program Manager, and MOREnet
Date: May 2009
Subject: FY10 MOREnet K-12 Technology Network Program

Since 1994, the Department of Elementary and Secondary Education (DESE) and MOREnet have worked closely to provide the K-12 Technology Network Program (K-12 TNP) that provides Missouri districts with quality Internet connectivity, training, technical support, videoconferencing services, and online resources. As a result, districts are better able to use this connectivity to instruct students, conduct business, and provide resources for administrators, educators, support staff, and students.

Please take a few minutes to review the important information for the coming year. The enclosed FY10 K-12 TNP materials include:

- FY10 K-12 fee schedule (Note that the proposed fee schedule for FY10 is tentative at this time and is being disseminated for your planning purposes only. Actual FY10 fees and services are contingent upon the House Bill 3 (HB3) funding decision and the Governor's signing of the approved budget bill.
- Changes to the Online Resources available to MOREnet members
- Changes to MOREnet Internet Content Filtering (ICF) services

DESE and MOREnet look forward to working with your district during the 2009-10 school year. For more information about the K-12 TNP, visit the program website at <http://www.more.net> or call Eric Nicklas, Program Manager, at 573-882-9785.

/ewn
enclosures

May 2009

FY10 K-12 Technology Network Program (K-12 TNP) Update (K-12 TNP)

As MOREnet prepares for another year, we would like to thank you for your continued participation in the K-12 TNP. MOREnet values the support and collaboration of every member and we hope that our services continue to make a difference in your schools every day. MOREnet's K-12 Technology Network Program (K-12 TNP) provides Internet access, online resources, training, technical support, videoconferencing and other services over a MOREnet-managed state network to participating Missouri school districts. The K-12 TNP is sponsored by the Missouri Department of Elementary and Secondary Education (DESE) and is made possible through collaboration among DESE, the Department of Higher Education and the Missouri State Library.

MOREnet values the support and collaboration of every member and we hope that our services continue to make a difference in your schools every day.

FY10 Participation Fees

The FY10 K-12 TNP fees will be unchanged from FY09. The FY10 fee schedule included in this packet is to be used for planning purposes and is considered tentative until the Governor signs House Bill 3 (HB3).

Bandwidth Upgrade Request Deadlines

As of April 2007, MOREnet implemented new bandwidth upgrade policies. These changes have assisted school districts and MOREnet to better plan for and manage bandwidth upgrades allowing, in most cases, for districts to anticipate and receive additional bandwidth before the need arises.

MOREnet and DESE want to provide school districts the bandwidth needed to support their missions as efficiently as possible. In order to do so, MOREnet provides two opportunities for school districts to request bandwidth upgrades annually. These upgrade timelines allow MOREnet to plan and project the overall bandwidth needs and financial impacts on the K-12 TNP for the year. Districts may request bandwidth upgrades outside of these timelines, but MOREnet cannot guarantee the requests will be approved. MOREnet greatly appreciates districts respecting these timelines as it contributes to the overall success of the program. Be sure to plan ahead and anticipate your bandwidth needs for the next year by submitting your upgrade request as early as possible.

Installation Costs

When applicable, districts may be responsible for the construction costs associated with the installation of fiber to their district. MOREnet will work closely with these districts to inform them when these additional costs are applicable. No construction will occur unless the district approves these costs.

Requesting a Bandwidth Upgrade

School districts requesting a bandwidth upgrade must submit a *Bandwidth Survey* and a *Connection Information Form*. The information gathered through these forms will allow for better estimates of bandwidth needs by indicating current and future bandwidth use. These online forms are available at <http://www.more.net/services/connectivity/upgradeprocess.html>

MOREnet provides two opportunities per year for districts to request bandwidth upgrades. MOREnet will work closely with districts in determining the appropriate bandwidth needed to run the resources and applications used by the district. Upgrade requests will be approved based on the following criteria:

- Request submitted within upgrade timelines;
- Current bandwidth use; and
- Anticipated bandwidth needs over the next 12-18 months.

The deadlines for bandwidth upgrade requests will be the following:

1. Sept. 30, 2009, for bandwidth to be in place during Feb. 2010.
2. April 1, 2010, for bandwidth to be in place during Aug. 2010.

Please note that connection installation times are estimates and can vary due to circuit type, bid status and construction issues.

Districts may request an upgrade outside an upgrade window but may be responsible for the following costs, when applicable:

1. Early termination penalty of the current connection;
2. Cost of connection installation; and
3. Cost of connection equipment.

Implementing Web Application Software

With members' growing use of and dependency on Web applications and the associated connectivity requirements, MOREnet encourages all members to consult with vendors as early as possible regarding the application bandwidth requirements. To ensure a successful implementation, it is important to work with the vendor to understand and anticipate LAN configurations and bandwidth needs as well as how the application performs over the commodity Internet, including any potential latency issues that may impact performance.

Each member is responsible for working with the application vendor to troubleshoot Web applications. However, MOREnet is available to work with members and vendors to promote three-way information sharing and collaboration to help resolve member connectivity questions.

MOREnet makes every effort to assist its members with troubleshooting connectivity issues related to their MOREnet connections. In addition to technical support services, network maps and several bandwidth monitoring and traffic analysis tools are available to all members through the MyMOREnet Web-based service <https://my.more.net/mymorenet/plugin/servlet/plugin>.

Additional Information

Questions about MOREnet-provided bandwidth should be directed to Eric Nicklas, K-12 TNP Program Manager at (573) 882-9785. For more information, see the Connection Upgrade Process on MOREnet's website at <http://www.more.net/services/connectivity/upgradeprocess.html>.

E-rate Requirements

E-rate funds approximately 35 percent of K-12 TNP services provided to member districts, a significant portion of funding for MOREnet's K-12 program. It is important that MOREnet maintain this funding source for continued support of K-12 TNP services.

As part of MOREnet's annual E-rate application, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) requires MOREnet to collect Letters of Agency (LOA) and the E-rate Form 479 from each member school district. The LOA serves as district acknowledgement that MOREnet is requesting E-rate discounts on services being provided to the district by MOREnet. The form 479 is required for the district to certify Children's Internet Protection Act (CIPA) compliance. It is important that districts respond to MOREnet's requests for this information in a timely fashion. Information regarding the collection of this information will be sent in November.

Failure by a member to meet these requirements may result in lost E-rate discounts to MOREnet and the member will be required to reimburse MOREnet for any lost E-rate discounts.

Update your MOREnet Contacts!

Please review the designated MOREnet contacts for your district and make any necessary updates. MOREnet uses these contacts to communicate about service related issues. To find your organization's current list of contacts, go to the Find My Contact utility located on the Technical Support page of the MOREnet website at <http://help.more.net>.

FY10 K-12 TNP Services Summary

Internet Connectivity

<http://www.more.net/services/connectivity/index.html>

Each member school district receives the connectivity needed to assist with its mission. Each member school district gets a minimum of one T1 connection (1.536 Mbps) to MOREnet's statewide backbone network. This connection provides schools access to the many resources and applications on the Internet.

For FY10 the K-12 TNP funded bandwidth cap will be 100Mbps per district. Bandwidth above 100Mbps is available to districts for an additional fee. Contact Eric Nicklas for information on acquiring additional bandwidth.

MyMOREnet

<http://www.more.net/services/mymorenet/>

MyMOREnet is a Web-based service that allows members to access MOREnet-related information about their organization. MyMOREnet applications currently include

MyMOREnet account management, bandwidth utilization reports, network monitoring, domain name registration and the submission MOREnet help desk tickets.

One tool within MyMOREnet is the Member Summary. The Member Summary allows organizations to view information, including current contact information, connection information, IP addresses, for-free services, help desk ticket activity, attended training sessions and online resource utilization.

MOREnet KnowledgeBase

<http://help.more.net>

MOREnet offers a searchable KnowledgeBase to all member faculty, staff, students and end users. The MOREnet KnowledgeBase, from RightAnswers, is a collection of more than 56,000 technical articles across many software titles including Windows products. In addition, MOREnet adds custom content relevant to MOREnet services. Users can access the MOREnet KnowledgeBase from any computer connected through MOREnet.

Technical Support & Network Consulting

<http://help.more.net>

MOREnet provides technical support for all member school districts. The knowledge of our staff makes for outstanding response times in the resolution of technical issues for our members. In addition, our Network Consulting Group can provide technical consulting and troubleshooting services to help improve your district's network performance.

Training and Professional Development

<http://www.more.net/training>

MOREnet provides a variety of training and professional development opportunities for educators and technical staff throughout the year. Training sessions cover many topics to meet a variety of technical and educational needs. Sessions are conducted at MOREnet's hands-on facility in Columbia, regional training locations, member locations (in-services), and online via Adobe Connect web conferencing.

Due to the increase demand for MOREnet regional and in-service sessions, it is highly recommended that MOREnet is contacted at least 4 months prior to the requested schedule date.

For a complete listing of MOREnet training sessions and schedule go to <http://www.more.net/training/>.

Video Services

<http://www.more.net/services/video>

MOREnet's Video Services Group provides support and assistance to members who use videoconferencing. MOREnet provides video bridging service for members to connect to each other for interactive H.323 videoconferencing. MOREnet's video staff is available to help every step of the way from content and scheduling, to testing and delivery. E-mail video@more.net with questions and for more information.

In 2007, MOREnet video enabled the H.239 videoconferencing protocol on the MOREnet video network. Organizations with compatible equipment can now take advantage of this videoconferencing standard.

Live Video Streaming is also available as a for-fee service from MOREnet's video group. Let us help you bring your event online for remote audiences to access real-time from their PC. E-mail video@more.net for more information.

Security Services

<http://www.more.net/security>

MOREnet members have access to security incident response personnel dedicated to providing the highest level of network security services. MOREnet Security Services provides security education, consulting and proactive alerts to help keep your networks safe.

BeSafe Internet Safety Website

<http://besafe.more.net>

In 2007, MOREnet launched a new Internet safety website to help members better prepare students and parents to address the risks encountered online. You'll find information about MOREnet's NetSmartz teacher training, plus a host of other resources you can use to help keep Missouri families safe online. Also, keep an eye on the BeSafe website for information about future Internet Safety events.

Good Net Neighbor

<http://www.more.net/security/gnns/gnn-phase1.html>

<http://www.more.net/security/gnns/gnn-phase2.html>

MOREnet members who elect to participate in the Good Net Neighbor service authorize MOREnet to block some incoming and outgoing router ports to make your network less susceptible to spam, viruses, bots and other threats. There is no cost to sign up, and you can activate the service through your MyMOREnet account.

E-rate Assistance

<http://www.more.net/services/e-rate>

MOREnet provides E-rate assistance to districts. Whether you are new to the E-rate program or an E-rate veteran, be sure to stay up to date on E-rate program changes. Contact Rebecca Miller at MOREnet with your E-rate questions, millerrj@more.net. You don't want to miss an opportunity to save money.

Program Changes for FY10

Online Resources

<http://www.more.net/online>

The Missouri State Library and MOREnet are excited to announce that Gale®, part of Cengage Learning, has been awarded the contract for the general periodical, health, business and K-12 online resource databases. Similar resources, currently provided to MOREnet members by EBSCO, are available through June 30, 2009. The Gale databases listed below will be available to all MOREnet members as of July 1, 2009:

- Business and Company Resource Center
- Academic OneFile
- General OneFile
- InfoTrac Collections
- Health & Wellness Resource Center with Alternative Health
- Health Reference Center Academic
- InfoTrac Student Edition
- InfoTrac Junior Edition

- Kids InfoBits
- InfoTrac Custom Newspapers
- Informe Revistas en Espanol (Spanish periodical database)

MOREnet is working closely with Gale to ensure the transition to the new resources is as smooth as possible. User training, a list of Frequently Asked Questions (FAQ) and promotional materials are being developed that will assist you with a successful transition. In addition, Gale has made a trial site available to all MOREnet members so you may become familiar with the content and their new interface. The URL for the trial site is <http://galesupport.com/morenet>.

MOREnet is developing training and promotional materials that will support the transition to the Gale products. Gale has made available a trial site for all MOREnet members to become familiar with the content and their new interface at <http://galesupport.com/morenet>.

Please contact MOREnet Technical Support at 1-800-509-6673 with any questions.

Organizations may provide remote access to staff and students at no additional cost. This is a great way for your organization to provide home access to these valuable resources. For more information, go to <http://www.more.net/online/remote.html>.

The Gale, NewsBank and Learning Express Library online resources are provided to MOREnet members through funding by the Missouri General Assembly. This

appropriation is made to the Secretary of State's Office and is administered by the Missouri State Library. A list of the online resources available to you as part of your MOREnet Membership is at www.more.net/online.

MOREnet Fee-Based Services

In addition to the services included with your membership, MOREnet offers additional fee-based services that can further enhance the value of technology in your district.

MOREnet Hosted Conferences & Events

<http://www.more.net/conferences>

Be sure to check the MOREnet website for information about the following MOREnet events:

- October 18-20, 2009: MOREnet Instructional Technology Conference (MITC)
- March 17, 2010, MOREnet Security Symposium
- March 18-19, 2010, Connections, MOREnet's Spring Technical Conference

Additional Internet Connections

MOREnet can also provide E-rate-eligible connections to other locations within your district for an additional charge. Please contact Eric Nicklas if your district is interested in this option.

Internet Content Filtering (ICF)

<http://www.more.net/services/filter>

MOREnet offers an Internet Content Filtering (ICF) service to all interested members. Beginning July 1, 2009, it will be powered by Netsweeper. With content filtering

software, an administrator can block access to different filtered categories as well as disallow certain specific URLs and file types.

MOREnet offers two different varieties of filtering: MOREnet-hosted and member-hosted.

1. MOREnet-hosted filtering provides organizational control over setting up filters, overrides and different allow and block lists. With this option MOREnet manages the hardware and software and can troubleshoot problems.
2. Member-hosted filtering allows the organization to have complete control over the filtering solution. All hardware and software is district owned. MOREnet can assist in troubleshooting problems.

***kinetic* (E-mail and Web hosting)**

<http://www.more.net/services/managed/kinetic>

The *kinetic* service allows members to maintain their own web space and/or e-mail on MOREnet-managed servers. This allows your organization to inexpensively manage these services while removing the trouble and expense of maintaining your own hardware and software. E-mail virus and spam filtering is included with this service. Beginning July 1, 2009, MOREnet is implementing an e-mail retention enhancement for *kinetic*. See <http://www.more.net/services/managed/kinetic> for details.

Remote Vulnerability Assessment (RVA)

<http://www.more.net/services/rva/>

This service is a security study of your organization's publicly visible network. The assessment, performed over the Internet, looks for vulnerabilities that could pose a risk to your network. This service provides a "hacker's view" of your public network, allowing you to exercise due diligence in planning and securing your network against potential threats.

E-Mail Virus and Spam Filtering (EVSF)

<http://www.more.net/services/evsf/>

EVSF is a low-cost layer of protection for your network and e-mail system. Viruses and spam are two of the biggest hassles administrators deal with. EVSF requires no end-user participation; no server, equipment or software configuration; no time to administer; and no hardware investment on your part. EVSF removes all known e-mail-borne viruses and eliminates most spam, identifying and blocking more than 95% of e-mail as spam, and it all happens on MOREnet's backbone.

FY10 TNP Fees and Payment Policy

The fee schedule below outlines the tentative FY10 fee schedule (July 1, 2009 – June 30, 2010).

The FY10 MOREnet fees will be determined by the district's student enrollment (based on DESE provided data) and the amount of bandwidth that is in production or on order as of June 30, 2009. Districts that have a bandwidth upgrade on order or receive a bandwidth upgrade after June 30, 2009 will have the appropriate fees applied to the year's (FY2011) invoice.

FY10 Tentative Fee Schedule

The FY10 fee schedule is to be used for planning purposes and is considered tentative until the Governor signs House Bill 3.

Students	Up to 3Mb	4.5-10 Mb	11-20 Mb	21-45 Mb	46-60 Mb	61-80 Mb	81-100 Mb
0-249	\$2,250.00	\$3,487.50	\$4,725.00	\$5,962.50	\$7,200.00	\$8,437.50	\$9,675.00
250-499	\$3,487.50	\$4,725.00	\$5,962.50	\$7,200.00	\$8,437.50	\$9,675.00	\$10,912.50
500-999	\$4,725.00	\$5,962.50	\$7,200.00	\$8,437.50	\$9,675.00	\$10,912.50	\$12,150.00
1,000-1,999	\$5,962.50	\$7,200.00	\$8,437.50	\$9,675.00	\$10,912.50	\$12,150.00	\$13,387.50
2,000-3,999	\$7,200.00	\$8,437.50	\$9,675.00	\$10,912.50	\$12,150.00	\$13,387.50	\$14,625.00
4,000-7,999	\$8,437.50	\$9,675.00	\$10,912.50	\$12,150.00	\$13,387.50	\$14,625.00	\$15,862.50
8,000+	\$9,675.00	\$10,912.50	\$12,150.00	\$13,387.50	\$14,625.00	\$15,862.50	\$17,100.00

Internet
This fee schedule only includes services that are part of the K-12 TNP. Pricing for other fee-based MOREnet services are not included in this fee schedule. For information on MOREnet's fee-based services, visit <http://www.more.net/services>.

MOREnet Payment Policy

All payments are due 30 days after invoice date. Past-due invoices over 120 days will subject the district to a legal collections notice and access to services may be affected. MOREnet will mail invoices in the fall of 2009.

MOREnet appreciates full payment in a timely fashion. If you have any questions about your invoice, contact Eric Nicklas at (800) 509-6673 or eric@more.net.

Again, thank you for your membership and support, and have a great year in FY10!

*1) Training included
2) Ebook reference collection -*

4 9 675⁰⁰

MOREnet and Gale

Delivering MORE for Missouri

Online resources available 24/7 at <http://www.more.net/online>

MOREnet (Missouri Research and Education Network) has teamed up with Gale to provide quality online resources to meet the research needs of state residents. Access this virtual treasure trove of information at <http://www.more.net/online/>.

Discovering Collection



Thousands of overview essays, critical analyses, biographies, primary sources, creative works and multimedia elements make it easy for students to research papers and class assignments in five core subject areas: history, literature, biography, science and social studies.

Academic OneFile



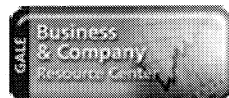
A source for peer-reviewed, full-text articles from the world's leading journals (more than 7,300) and major Gale reference sets, *Academic OneFile* provides extensive coverage of the physical sciences, technology, medicine, social sciences, the arts, theology, literature and other subjects.

General OneFile



General OneFile provides comprehensive periodical and news information on topics of general interest. Includes Fodor travel guides, NPR programs and more than 20 reference sets on a wide range of topics.

Business & Company Resource Center



This source for business, company and industry information helps users locate company profiles, periodical articles, market research as well as up-to-date stock and financial information.

Small Business Resource Center



Covers areas of starting and operating a business including financing, managing, marketing, human resources and franchising. Also includes business journals and a wide selection of sample business plans created by real-life entrepreneurs.

Health & Wellness Resource Center — Alternative Health Module



This specialized reference tool offers a vast collection of medical information to academic, medical and public libraries, including access to hundreds of health/medical journals, thousands of pamphlets, hundreds of streaming videos from medical experts, and many newsletters and encyclopedias.

Health Reference Center Academic



Integrates the full text of respected nursing, allied health and medical journals; consumer health magazines; newsletter topical overviews; and reference books. It offers more than 2,000 full-text sources and hundreds of videos demonstrating medical procedures and live surgeries.

InfoTrac Student Edition



This database provides age-appropriate and reliable content to meet curriculum needs of especially secondary school students. Over 1,000 full-text titles, thousands of newspaper articles, hundreds of maps and images and full-text content from 14 reference books are included. Also search by Lexile reading levels.

InfoTrac Junior Edition

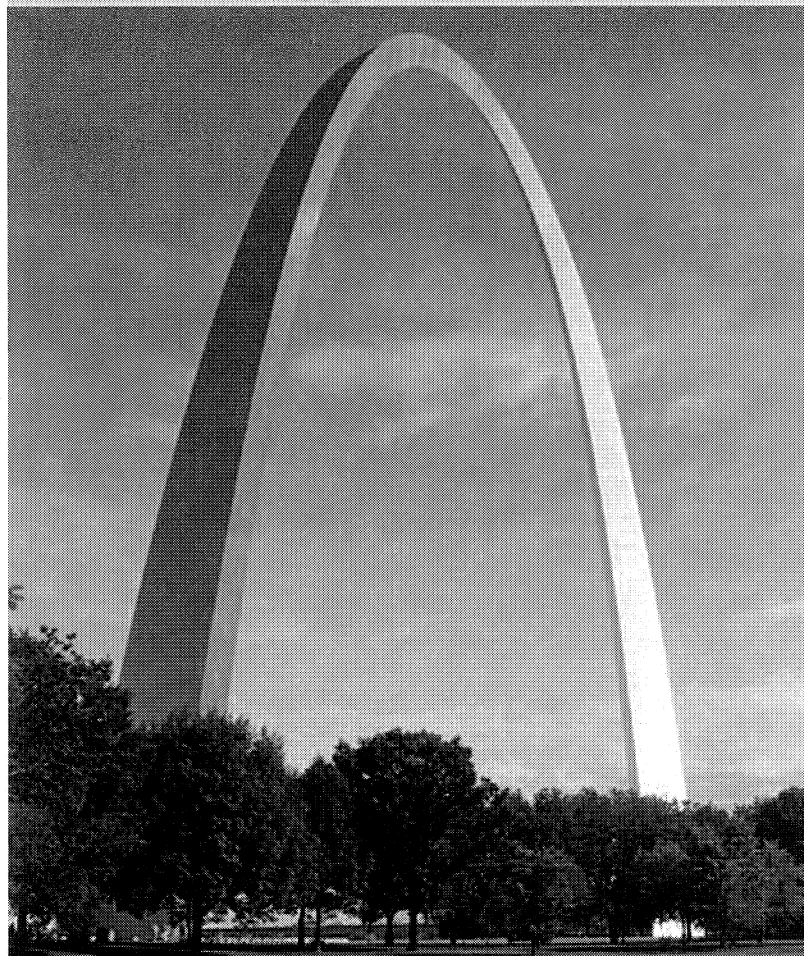
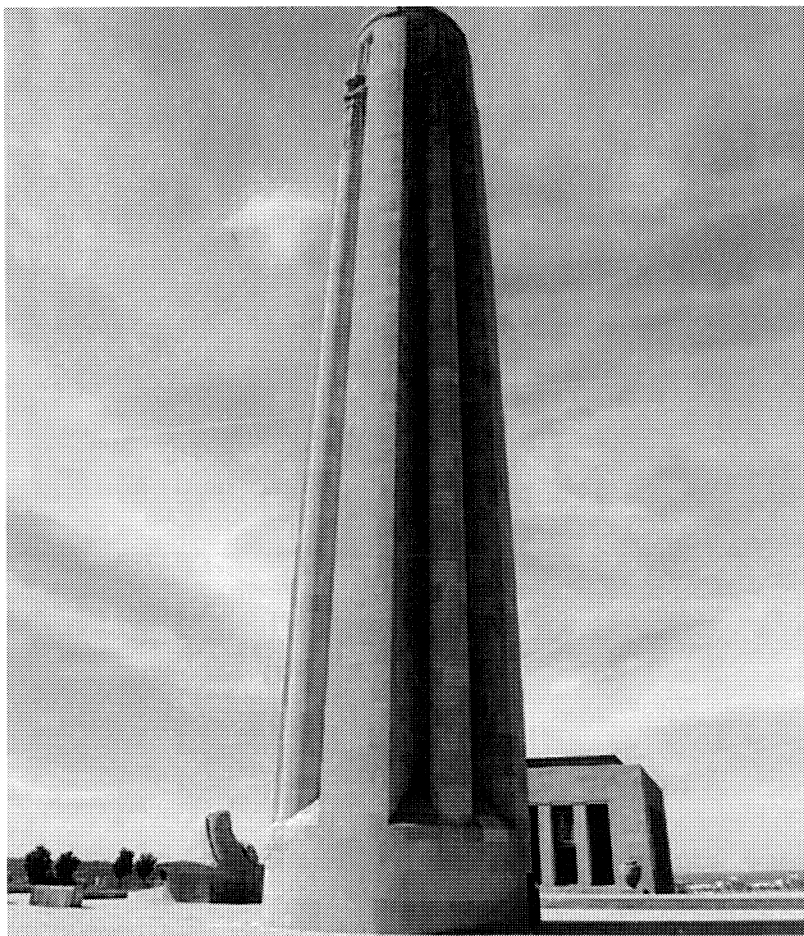


Designed for junior high and middle school students, provides access to 300 full-text general interest magazines, thousands of newspaper articles, more than 300 maps and reference books. Also search by Lexile reading levels.

Kids InfoBits



Designed for students in Kindergarten through Grade 5, *Kids InfoBits* features a developmentally appropriate and visual graphic interface, a subject-based topic tree search and full-text, age-appropriate, curriculum related magazine and reference content.



InfoTrac Custom Newspapers



Includes more than 150 cover-to-cover titles and selected full-text news and business coverage from another 280 sources. Search by title, headline, date, newspaper section or other fields.

¡Informe!



Created exclusively for Spanish-speaking users, this reference tool provides full-text of popular Hispanic magazines — not just translations.

InfoTrac Collections



From agriculture, business and communications to U.S. history, vocations and war — each *InfoTrac Collection* is in-depth, subject-focused, easy-to-search and always up-to-date. See www.more.net/online for access to *InfoTrac Collections* that have the content needed by unique research.

Get help at support.gale.com

We are committed to helping you increase usage of the products in which you invested, bringing value to the library and power to the user. Check out support.gale.com to:

- Discover tools to increase usage of Gale databases
- Download training material to increase usage
- Find technical how-to information and search tip sheets
- Take virtual guided tours of Gale products
- Engage in free training Webinars — live discussions on online products
- Read *The Sizzle* — Gale's blog
- And much more

<http://www.more.net/online/>

Online Resources from Gale are provided to MOREnet members through funding by the Missouri General Assembly. This appropriation is made to the Secretary of State's Office and administered by the Missouri State Library.



Services Included With Membership

Higher Education
Public Libraries
Public K-12

NETWORK SERVICES	Internet Connection	One managed network and Internet connection and router for each K-12 district, public degree-granting campus and public library branch member	●	●	●
	Internet2	High-capacity bandwidth and robust network capability via access to the nation's premier research network	●	●	●
	Technical Support/Consulting for Member Networks	Traditional "help desk" and advanced technical consulting	●	●	●
VIDEO	Videoconferencing	Multipoint videoconference bridging for distance learning and meetings, including support and consulting	●	●	●
SECURITY	Network Security	24/7 security incident response, including support and consulting	●	●	●
	Good Net Neighbor	Blocks certain networking access ports commonly used by viruses and other malware	●	●	●
	Blackhole DNS	Returns an invalid IP address for known spyware sites	●	●	●
RESOURCES	Online Resources	Access to general, health, and business periodicals, encyclopedias, and Missouri and national newspapers, sponsored by the Missouri State Library	●	●	●
	MOREnet KnowledgeBase	More than 56,000 articles covering commercial applications, networking technologies and MOREnet-specific topics	●	●	●
	Annenberg Media	Fast, reliable access to free resources including video-on-demand, live streaming video and the Annenberg Channel	●	●	●
	Internet Safety with NetSmartz	Training and access to this interactive, educational safety resource from the National Center for Missing & Exploited Children® and Boys & Girls Clubs of America to teach children how to stay safer on the Internet	●	●	●
TRAINING	Training and Professional Development	Training on a wide variety of technical topics available online, in classes at a regional location or at MOREnet's facility in Columbia	●	●	●
	Web Seminars	Live and recorded online informational sessions featuring subject-matter experts	●	●	●
OTHER SERVICES	E-rate (Universal Service Fund) Assistance	Training and support for the E-rate application process	●	●	
	Discussion Lists	Subscribe to and participate in an existing discussion list, or request a new list involving technology services or projects	●	●	●
	MyMOREnet	24/7 access to a member organization's specific information including network traffic tools, help desk requests and member summary information	●	●	●
	Usenet	NNTP-based Usenet feeds redistributed across the MOREnet backbone to any subscribing member	●	●	●

Visit www.more.net/services or call (800) 509-6673 for information about individual services.



Fee-Based Services

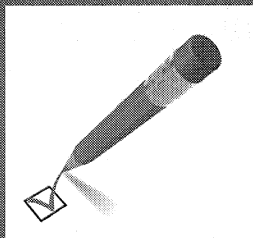
Any of the optional services listed on this page are available for an additional fee.

VIDEO	Live Video Streaming
	The service enables members to provide both live and recorded video without increasing their bandwidth. Members can transmit their video to as many as 175 sites concurrently.
SECURITY	Remote Videoconference Management
	This service enables members who schedule large numbers of videoconferences on MOREnet video bridges to monitor and manage their active videoconferences and view the schedule of upcoming events through a single login window.
	E-mail Virus and Spam Filtering (EVSF)
	E-mail viruses and spam are two of the biggest hassles system administrators have to deal with on today's Internet. This service provides an additional layer of protection, saving local administrators time and money, while blocking all known e-mail-borne viruses and approximately 95% of spam e-mails.
PROFESSIONAL DEVELOPMENT	Remote Vulnerability Assessment (RVA)
	This service is a study of a member's publicly visible Internet presence. Potential risks for unauthorized access are identified and summarized in the form of an easy-to-understand report including corrective recommendations.
	Internet Content Filtering (ICF)
OTHER	Hosted at the member site or by MOREnet, filtering screens inappropriate Web content as defined by the organization and helps organizations meet CIPA requirements.
	Conferences and Events
	MOREnet conferences provide a great opportunity to learn about the latest technologies impacting education and to meet and network with peers from across Missouri. Annual events include the MOREnet Instructional Technology Conference (MITC), Higher Education Learning and Information eXchange (HELIX), Connections: the MOREnet Spring Technical Conference, and the Advanced Technical Security Symposium.
	In-service Training and Professional Development
OTHER	MOREnet offers flexibility in meeting our members' training and professional development needs by bringing training to member sites. Member organizations select topics from the current training catalog and control who and what is taught at their own location. No charge for public library participants.
	Contracted Training and Professional Development
	Additional course topics are available to members at a substantially discounted rate; current contracted providers include the New Horizons Computer Learning Center and SANS (SysAdmin, Audit, Network, Security).
OTHER	Additional Connections
	Additional connections are available on a cost-recovery basis.
	Web and E-mail Hosting With <i>kinetic</i>
OTHER	MOREnet's <i>kinetic</i> service puts control of Web and e-mail hosting in the hands of members while MOREnet manages the hardware and software.
	SecondWeb
	MOREnet hosts a backup of a member's primary website at MOREnet's facilities to assist with business continuity planning or emergency communication with users.

Visit www.more.net/services or call (800) 509-6673 for information about individual services.



Missouri Research and Education Network • University of Missouri
3212A LeMone Industrial Blvd., Columbia, MO 65201
(573) 884-7200 • communications@more.net • www.more.net



Learning Express Library

FREE online practice tests

Advanced Placement

AP Biology Practice Exams, AP Calculus AB Practice Exams, AP Chemistry Practice Exams, AP English Language and Composition Practice Exams, AP English Literature and Composition Practice Exams, AP European History Practice Exams, AP U.S. Government Practice Exams, AP U.S. History Practice Exams

Business Writing Skills Success

Business Formats, Find Your Audience, Get Organized, Grammar/Spelling, Word Choice, Write for Clarity

Civil Service

Border Patrol Practice Tests, California Highway Patrol Practice Tests, Civil Service Practice Test, Corrections Officer Practice Tests, EMT-Basic Practice Tests, Federal Clerical Worker Practice Tests, Firefighter Practice Tests, Paramedic Practice Tests, Police Officer Practice Tests, Police Sergeant Practice Tests, Postal Worker Practice Tests, Treasury Enforcement Agent Practice Tests

College Entrance Exams

ACT Practice Tests, ACT Preparation Course Series, CUNY Practice Tests, PSAT/NMSQT Practice Tests, SAT Practice Tests, SAT Preparation Course Series, THEA Practice Tests

Cosmetology

Cosmetology Practice Tests

E-BOOKS

Titles include SAT Writing Essentials, Acing the GRE, 10 secrets to Acing Any High School Test, Real Estate, Civil Service Health Occupations, Military, Writing Skills, Computer Technician Career Starter, Cosmetology Career Starter, Culinary Arts Career Starter, Goof Proof Interviews, Resumes & Cover Letters and Webmaster Career Starter, Basic skills for Homeschooling, Homeschooling for the Gifted Child, Parent's Guide to High Stakes Tests. Titles are also available in Spanish.

Elementary School Skills Improvement

4th Grade Math Diagnostic Tests, 4th Grade Math Practice Exercises, 4th Grade Math Practice Tests, 4th Grade Reading Diagnostic Tests, 4th Grade Reading Practice Exercises, 4th Grade Reading Practice Tests, 5th Grade Math Practice Test

EMS

EMT-Basic Practice Tests, Paramedic Practice Tests

Firefighter

Firefighter Practice Tests

GED

GED Language Arts, Reading Course Series, GED Mathematics Course Series, GED Practice Tests, GED Science Course Series, GED Social Studies Course Series, GED Writing Course Series

Graduate School Entrance Exams

GMAT Practice Tests, GRE Practice Tests, LSAT Practice Test, MCAT Practice Tests

Health Careers

Health Careers Practice Entrance Tests, Nursing School Practice Entrance Tests

High School Skills Improvement

9th Grade Math Diagnostic Tests, 9th Grade Reading Diagnostic Tests, Algebra Course Series, Fundamentals of Writing Course Series, Grammar Skills for Writing Course Series, High School Math Course Series, High School Math Diagnostic Tests, High School Math Practice Exercises, High School Reading Comprehension Course Series, High School Reading Diagnostic Tests, High School Reading Practice Exercises, Synonym & Antonym Practice Exercises, Vocabulary & Spelling Course Series, Vocabulary & Spelling Practice Exercises, Word Analogy Practice Exercises

Job Search and Success Skills

Determining What You Want from Your Career, Job Search and Networking Skills, Success on the Job



search.more.net
www.learningexpresslibrary.com



Access to Learning Express Library is funded through the REAL program.

Law Enforcement

Border Patrol Practice Tests, California Highway Patrol Practice Tests, Corrections Officer Practice Tests, Court Officer Practice Tests, Police Officer Practice Tests, Police Sergeant Practice Tests, Probation Officer/Parole Officer Practice Tests, State Trooper Practice Tests, Treasury Enforcement Agent Practice Tests

Math Skills Improvement

Algebra Diagnostic Test, Algebra Practice Exercises, Algebra Skills Success Course Series, Data Analysis & Probability Diagnostic Test, Data Analysis & Probability Practice Exercises, Geometry Diagnostic Test, Geometry Practice Exercises, Math Fundamentals Diagnostic Test, Math Fundamentals Practice Exercises, Math Skills Success Course Series, Measurement Diagnostic Test, Measurement Practice Exercises, Quantitative Comparison Practice Exercises

Middle School Skills Improvement

6th Grade Math Diagnostic Tests, Reading Comprehension, 6th Grade Reading Diagnostic Tests, 7th Grade Math Diagnostic Tests, 7th Grade Reading Diagnostic Tests, 8th Grade Math Diagnostic Tests, 8th Grade Math Practice Exercises, 8th Grade Reading Diagnostic Tests, 8th Grade Reading Practice Exercises, Catholic High School Entrance Practice Tests, Math Course Series, Reading Comprehension Course Series, Math Practice Tests, Writing Course Series, NY Specialized High School Practice Tests

Military

ASVAB Practice Tests (Military Entrance)

Nursing

Nursing Assistant/Nurse Aide, Nursing School Practice Entrance Tests

Reading Skills Improvement

Reading Comprehension Course Series, Reading Comprehension Diagnostic Tests, Reading Comprehension Practice Exercises, Synonym & Antonym Practice Exercises, Vocabulary & Spelling Course Series, Vocabulary & Spelling Practice Exercises, Word Analogy Practice Exercises

Real Estate

Real Estate Appraisal Practice Tests, Real Estate Broker Practice Tests, Real Estate Salesperson Practice Tests

Resume and Interviewing Success Skills

Creating a Great Resume, Creating Great Cover Letters, Interview Tips to Get the Job You Want

Skills Improvement Courses

Algebra Skills Success Course Series, Fundamentals of Writing Course Series, Grammar for Writing Course Series, Practical Math Course Series, Reading Comprehension Course Series, Vocabulary & Spelling Course Series

Skills Improvement with Spanish Instructions

Grammar Skills Course Series, Math Skills Course Series, Quantitative Comparison Practice Exercises, Reading Comprehension Course Series, Synonym & Antonym Practice Exercises, Vocabulary & Spelling Course Series, Word Analogy Practice Exercises

Teaching

CBEST Practice Tests, PPST: Praxis 1 Practice Tests

Technical and Career College Skills

Math, Reading, Writing

TOEFL Preparation

TOEFL Exam Practice, TOEFL iBT Preparation Courses

U.S. Citizenship

History and Civics Review

Writing Skills Improvement

Fundamentals of Writing Course Series, Grammar Practice Exercises, Grammar Skills for Writing Course Series

Missouri
State Library

Robin Carnahan • Secretary of State

search.more.net
www.learningexpresslibrary.com

MOREnet
Community • Technology • Results

Access to Learning Express Library is funded through the REAL program.

MOREnet provides a variety of technical training options to support MOREnet member services as well as training to support Web development and network technologies. This training is included as part of an organization's MOREnet membership. Classes are held regularly at MOREnet's training facility in Columbia, at regional locations throughout the state and in-service sessions can be arranged to allow the training to take place in a member facility. Other training options include online training and Web seminars.

Course Tracks

Many of the training courses offered by MOREnet fit into a series of course tracks designed to group similar and complementary training. More information about course tracks and specific classes offered can be found at www.more.net/training.

Educational and Collaborative Technology

Courses in the Educational and Collaborative Technology track concentrate on some of the more popular classroom technologies, many of which are available through MOREnet.

Classes in this track include:

- Exploring MOREnet's Online Resources
- SMART Board® Use
- NetSmartz (Internet Safety)
- Web 2.0 Technologies
- Videoconferencing

- Making the Move to Distance Instruction.

Internet Foundations

Internet Foundations courses teach new and inexperienced Internet users the basics of how to use search engines and other essential skills for navigating the Internet.

Classes in this track include:

- Mining the Deep Web
- Search Engines.

MOREnet Proprietary

MOREnet Proprietary courses concentrate on training specifically aimed at the specialized skills required to use some MOREnet member services, as well as information essential for MOREnet contacts.

Classes in this track include:

- Internet Content Filtering

- kinetic
- Remote Vulnerability Assessment
- MOREnet Orientation.

Networking

Networking courses cover how to set up and maintain an organization's local-area network and connect it into the MOREnet network. Specialized subtracks deal with the details of Linux-, Windows- and Novell-based networks.

Classes in this track include:

- Windows 2003 Server Administration
- Windows 2003 Group Policy (New)
- Introduction to Wireless LANS
- Securing Wireless LANS

System Maintenance

System Maintenance courses teach the basic skills required to upgrade, troubleshoot and protect personal computers.

Classes in this track include:

- Basic Troubleshooting Techniques.

Web Development

Web Development courses introduce beginning Web developers to how to create websites and some of the principles behind designing good websites.

Classes in this track include:

- Web Authoring Courses Levels 1, 2 and 3
- Visual Web Design with Dreamweaver Levels 1 and 2.
- Cascading Style Sheets.

The schedule of courses being offered is available at **www.more.net/training**.

Graduate-Level Credit

Anyone who attends a one-day or longer MOREnet course can apply to receive graduate-

level college credit from Central Methodist University, Lindenwood University and Missouri Baptist University. More information and application forms are available at **www.more.net/training**.

Self-Study Resources

MOREnet also offers a variety of online self-study resources, including self-paced tutorials and Web seminars.

Contracted Training

In addition to training provided by MOREnet, faculty and staff from member organizations are eligible to attend training provided by New Horizons on topics not covered by MOREnet. In addition to courses provided at New Horizon's facilities, in-service sessions at member facilities and online courses are available.

How to Register for Training

A MOREnet organizational contact must submit a form to request enrollment in training

classes offered by MOREnet.

The online registration form is available at **www.more.net/training**. Training requests should be submitted at least seven business days before the event.

Costs

Training provided by MOREnet may be attended with no additional fee required. Training provided by a contracted provider may require an additional fee. Please call MOREnet at **(800) 509-6673** or **(573) 884-7200** for more information.

Graduate-level college credits received by attending MOREnet training require tuition fees. Please see **www.more.net/training** for more information.

Don't See a Specific Topic or Course?

If a specific topic or course desired is not listed, please send an e-mail to **training@more.net** or call MOREnet at **(800) 509-6673** or **(573) 884-7200**.



Missouri Research and Education Network • University of Missouri
3212A LeMone Industrial Blvd., Columbia, MO 65201
(573) 884-7200 • communications@more.net • www.more.net

ITEM 11-19-09-08

**PULLED AT THE
NOVEMBER 5, 2009 MEETING**

SAINT LOUIS PUBLIC SCHOOLS

Date: October 28, 2009

To: Dr. Kelvin Adams, Superintendent of Schools

From: Blake Youde, Deputy Superintendent of Institutional Advancement

Agenda Item: 11-19-09-09

Information: ☐

Conference: ☐

Action: ☒

Subject:

To approve the adoption of a standard Memorandum of Understanding (MOU) Approval Process along with the Memorandum of Understanding templates for fundraising and non-fundraising events/activities. The MOU will be used as a model for agreements for services signed with outside entities and agencies that do not require a purchase order. There is no cost associated with this request.

Background:

The proposed MOU has been written to be a neutral agreement which puts the purpose of the agreement and the basic needs of the District into a written agreement, such as background checks and confidentiality of information. Adoption of the standard MOU will allow the District to be more consistent in the agreements it signs, reduce the amount of time spent in drafting and reviewing agreements and ensure that the interests of the District are protected.

MSIP - Goal 2, Row 41

CSIP - 7.6.1

Funding Source: Does not apply

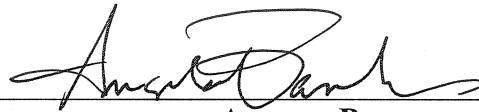
Requisition No.:

Cost not to exceed: -0-

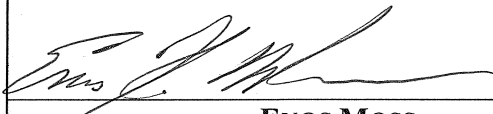
Recommendation: Approval



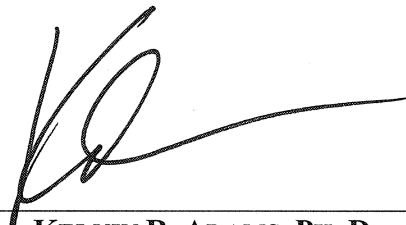
BLAKE YAUDE
DEPUTY SUPERINTENDENT OF
INSTITUTIONAL ADVANCEMENT



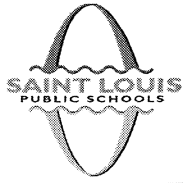
ANGELA BANKS
INTERIM BUDGET DIRECTOR



ENOS MOSS
CFO/TREASURER



KELVIN R. ADAMS, PH. D.
SUPERINTENDENT



MEMORANDUM OF UNDERSTANDING (MOU) APPROVAL PROCESS

The MOU will be used as the model for agreements for services signed with outside entities and agencies that do not require a purchase order.

IMPORTANT NOTES

- A. No services are to be rendered by the outside entity/agency until the MOU has been signed by the outside entity/agency and SLPS.
 - B. Fundraising is prohibited by the outside/agency and the first Fundraising paragraph included in the MOU, unless fundraising is pre-approved by the superintendent.
 - C. No MOU is considered to be approved by SLPS until final review of the MOU is completed by the Deputy Superintendent of Institutional Advancement and the Compliance Office, and the MOU is signed by the Superintendent or his designee.
1. The Memorandum of Understanding will be posted on the SLPS website under Academics.
 2. Dr. Carlinda Purcell will send a Blast email to all SLPS employees to give the direction on the approval process for an MOU.
 3. The subject matter of the MOU must be approved by the person in the chain of command who is at a level not lower than Director or Executive Director.
 4. No MOU is considered approved until signed by the Superintendent or his designee.
 5. Once the subject matter of the MOU has been approved, the agreement must be negotiated with the outside entity or agency.
 6. If the MOU is signed by the outside entity/agency, unchanged from the approved form, the signed agreement is returned to the person who provided subject matter approval. This person will begin the internal signature process.
 7. If the MOU is changed or the outside entity/agency has a different form, the changes or the other form must be submitted to the person who provided subject matter approval and forwarded for review by the Deputy Superintendent of Institutional Advancement and the Compliance Office.
 8. If the changes are major in nature, the MOU will be forwarded to Lewis, Rice (the District's outside legal firm) for review.
 9. After approval, the changed MOU should be signed by the outside entity or agency.
-

10. Once language of the MOU has been reviewed and the MOU signed by the outside entity/agency, the person who approved the subject matter will submit the agreement to the most senior administrator in their chain of command.
11. The senior administrator will provide a copy to the Deputy Superintendent of Institutional Advancement and the original to the Compliance Office for review.
12. All MOU's will be submitted to the SAB in summary form for approval, prior to submission to the Superintendent or his designee for signature. The SAB will only consider the approval of MOU's at the first meeting each month.
13. In order to be submitted to the SAB, an MOU signed by the outside entity/agency must be submitted to the Compliance Office at least nine calendar days prior to the scheduled meeting date.
14. Once approved by the SAB, the MOU will be submitted to the Superintendent or his designee for signature by the Compliance Office.
15. The Superintendent or his designee will sign the MOU and return the original to the Compliance Office. A copy will be provided to the Deputy Superintendent of Institutional Advancement as well as the senior administrator who submitted the agreement.
16. The Compliance Office will maintain a file with the originals of all MOU's.

MEMORANDUM OF UNDERSTANDING
(WITH APPROVED FUNDRAISING)

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

The purpose of this Memorandum of Understanding is to establish a partnership between _____ and the St. Louis Public Schools in order to

1. Fundraising: This Memorandum of Understanding authorizes Agency to solicit funds from a third party for the expressed purpose of implementing the programming described in this Memorandum of Understanding. The St. Louis Public Schools must review and approve of all potential third party funders prior to Agency submitting a request for funds.

Agency is required to expend ninety percent of funds received on direct program expenditures. Direct expenditures are defined in Exhibit ____, attached hereto. On the third business day of each calendar month, Agency will submit an accounting of funds received and expended for programming described in this Memorandum of Understanding. This accounting report will identify the program's direct expenditures and provide proof of compliance with the ninety percent direct expenditure requirement.

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

3. Background Checks: All Personnel providing services under this MOU that may in any way come into contact with students must undergo background checks consistent with those used by the SLPS and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and

fingerprinting. The cost of all such background checks shall be borne by the Agency, and the SLPS shall not be liable for such cost under any circumstance. The Agency will provide written confirmation to SLPS that the background checks on all Personnel hereunder reflected no negative findings, that said Personnel passed the background checks and are, therefore, eligible to provide services under this MOU.

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

5. Obligations of SLPS:

(a) _____

(b) _____

(c) _____

(d) The terms of the document titled _____ and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

6. Obligations of Agency:

(a) _____

(b) _____

(c) _____

(d) The terms of the document titled _____ and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

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

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

(a) _____

(b) _____

(c) _____

8. Term and Renewal: The term of the MOU will be one year from the Effective Date, unless earlier terminated by either party by providing thirty (30) days' written notice to the person who has signed as a representative of each party below. Upon termination, any and all authorizations related to fundraising become null and void, and Agency must cease all fundraising activities and must return to SLPS any fundraising materials related to the partnership and/or programming contemplated by this MOU.

Saint Louis Public Schools

(Agency)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

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

The purpose of this Memorandum of Understanding is to establish a partnership between _____ and the St. Louis Public Schools in order to

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

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

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

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

5. **Obligations of SLPS:**

(a) _____

(b) _____

(c) _____

(d) The terms of the document titled _____ and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

6. **Obligations of Agency:**

(a) _____

(b) _____

(c) _____

(d) The terms of the document titled _____ and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

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

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

(a) _____

(b) _____

(c) _____

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

Saint Louis Public Schools

(Agency)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SAINT LOUIS PUBLIC SCHOOLS

Date: October 30, 2009

To: Dr. Kelvin R. Adams, Superintendent of Schools

From: Brian Wolfe, Deputy Superintendent of Operations

Agenda Item:

11-19-09-10

Information:

Conference:

Action:

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

Subject:

To approve the Memorandum of Understanding with the Alliance for a Healthier Generation for the period of November 2009 to March 2011 at no cost to the district.

Background:

Participating in the Healthy Schools Program gives schools access to a variety of experts, resources and support to help achieve the Healthy Schools Program's goals. The Healthy Schools Program staff is committed to facilitating your team's efforts to develop local solutions and strategies over multiple school years.

MSIP - 8.10.1

CSIP - Row 108

Funding Source: N/A

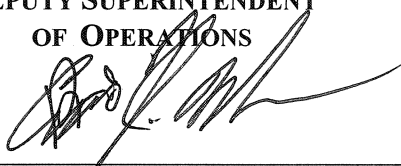
Requisition No.: N/A

Cost not to exceed: -0-

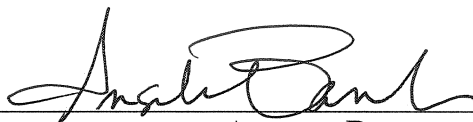
Recommendation: Approval



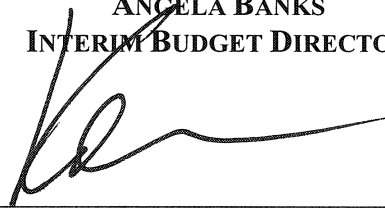
BRIAN WOLFE
DEPUTY SUPERINTENDENT
OF OPERATIONS



ENOS MOSS
CFO/TREASURER



ANGELA BANKS
INTERIM BUDGET DIRECTOR



KELVIN R. ADAMS, PH. D.
SUPERINTENDENT



Alliance
for a
**Healthier
Generation**

American Heart
Association



1-888-KID-HLTH
www.HealthierGeneration.org

Healthy Schools Program Memorandum of Understanding – District

Date: November 20, 2009

District Name: **St. Louis Public Schools**

Address: **801 North 11th Street**

City: **St. Louis** State: **Missouri** ZIP: **63101**

Name of District Contact: **Althea Albert-Santiago, Director of Food Services**

Email: **althea.albert-santiago@slps.org** Phone Number: **(314) 345-4519**

Participating in the Healthy Schools Program gives schools access to a variety of experts, resources and support to help achieve the Healthy Schools Program goals. The Healthy Schools Program staff is committed to facilitating your team's efforts to develop local solutions and strategies over multiple school years. The district listed above agrees to participate in the Alliance for a Healthier Generation's Healthy Schools Program and support the efforts of the School Wellness Councils at the following schools:

School Names

- | | |
|--------------------------------------|--------------------------------------|
| 1. Clay Elementary School | 9. Sigel Elementary |
| 2. Gateway Math & Science Elementary | 10. Stix ECC Elementary |
| 3. Gateway Math & Science Middle | 11. Wilkinson Early Childhood Center |
| 4. Bryan Hill Elementary | 12. Adams Elementary |
| 5. Froebel Elementary | 13. Washington Montessori Elementary |
| 6. Laclede Elementary | 14. Woodard Elementary |
| 7. Mason eMints Elementary | 15. Stevens Middle |
| 8. Monroe Elementary | |

The Healthy Schools Program agrees to:

- Provide support and technical assistance to schools and school districts to support their efforts to improve nutrition, physical activity and staff wellness
- Recognize schools that meet the Healthy Schools Program Framework
- Broker local, state and national resources to support schools in implementing action plans
- Provide support in aligning school and district policies and contracts to our beverage and snack food guidelines intended to provide access to healthier foods and beverages

Participating schools agree to:

- Designate a school-level contact for the Healthy Schools Program
- Build and maintain a School Wellness Council that meets at least every other month
- Ensure that School Wellness Council representatives participate in all technical assistance sessions
- Complete the Healthy Schools Inventory
- Develop and implement an annual Action Plan that is aligned with the Healthy Schools Program Framework



Alliance
for a
**Healthier
Generation**



District MOU

- Communicate regularly with our Relationship Manager
- Participate in Healthy Schools Program evaluation activities, as requested
- Commit to participating in the Healthy Schools Program for multiple school years

As a district, we agree to:

- Support participating schools in their efforts to create healthier environments for students and staff
- Designate a district contact for the Healthy Schools Program who will attend all technical assistance sessions and serve as a primary district contact for the Relationship Manager
- Send a representative from the participating feeder pattern to the Healthy Schools Forum
- Provide a location for all of the Healthy Schools Program technical assistance sessions
- Communicate with our Relationship Manager and stay informed about schools' progress
- Work towards aligning policies and contracts to the Alliance School Beverage and Competitive Foods Guidelines

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

Nothing in this memorandum of understanding shall be deemed to be a commitment or obligation of Alliance or school funds. The Healthy Schools Program reserves the right to terminate this agreement in its sole discretion if it does not receive continued sufficient external funding.

District Name: _____

District Contact Signature: _____

Printed Name: _____

Title: _____

HSP Relationship Manager Signature: Maren L Cooper



Date: October 30, 2009

To: Kelvin R. Adams, Superintendent, Ph.D.

From: Carlinda Purcell, Ed.D., Deputy Superintendent

Agenda Item: 11-19-09-11
Information: _____
Conference: _____
Action: _____

Subject: Request for Soldan International Studies High School to enter into an agreement with the Missouri College Advising Corps on behalf of the University of Missouri for the 2009-2010 school year at no cost to the District.

Background: This agreement is a collaborative between the St. Louis School District and the University of Missouri for the 2009/10 school year. SLPS has agreed to have one College Guide placed in Soldan International Studies High School. The College Guide provides a variety of services to students to help them prepare for and enroll in college:

- 1) advising students on a one-to-one basis regarding post-secondary or transfer plans;
- 2) reviewing college applications and providing assistance with financial aid forms;
- 3) working closely with guidance staff and administrators, being responsible for coordinating publicity and outreach in the high school, ensuring that parents and students are aware of opportunities for college admission;
- 4) coordinating visits to colleges and universities;
- 5) helping to locate scholarship resources outside of higher education institutions and government funding;
- 6) hosting college fairs; and
- 7) participating in extracurricular activities in the high school.

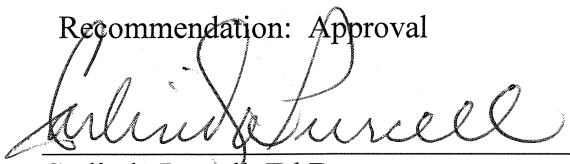
CSIP: Page 7; Rows 6 & 7
MSIP 9.4.3

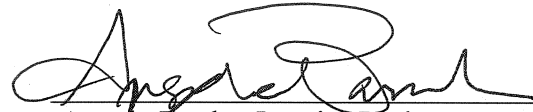
Background Funding Source: NA


Cost Not to Exceed: No Cost to the District


Recommendation: Approval

Requisition No. NA


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


Angela Banks, Interim Budget
Director


Enos Moss
Chief Financial Officer/Treasurer


Kelvin R. Adams, Ph.D.
Superintendent of Schools

**Memorandum of Agreement
for the
Missouri College Advising Corps
by and between
The Curators of the University of Missouri
on behalf of the University of Missouri
("University of Missouri")
and the
Special Administrative Board of the
Transitional School District of the City of St. Louis**

1. Purpose

The purpose of this memorandum of agreement is to describe the nature of the collaborative effort, and to specify the roles and responsibilities of the University of Missouri and the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter, St. Louis School District) in implementing the Missouri College Advising Corps program and carrying out an evaluation of the program. The University of Missouri and the St. Louis School District understand that this Memorandum of Agreement represents a collaborative effort and is not a joint venture or partnership agreement between the two parties. This agreement does not authorize either party to represent the other party in any discussions with third parties or entities.

2. Key Program Features

Missouri College Advising Corps guides are trained to advise students on how to prepare for college admission, choose a college that matches their interests, and complete admission and financial aid applications. In addition, College Guides serve to provide parents with the information they need to encourage and support their children's pursuit of a college degree.

The St. Louis School District has agreed to have one College Guide placed in **Soldan International Studies High School** during the 2009-2010 school year. The collaborative effort between the St. Louis School District and the University of Missouri begins on or around August 10, 2009 and concludes on the last day of school. The program includes an option to extend the period of time during which a College Guide will be on site. If funding for additional years is obtained, the University of Missouri will discuss with the St. Louis School District continuing the Missouri College Advising Corps program for additional years.

3. Understanding of Responsibilities

The University of Missouri acknowledges that the St. Louis School District's mission is the provision of education, the St. Louis School District has obligations in meeting its mission that are separate and independent of this agreement, and the St. Louis School District has full control over all matters of instruction. The St. Louis School District acknowledges it is committed to assisting the University of Missouri by providing space and support for a College Guide at the designated school, and by providing data that can be used to evaluate the program's success.

The key activities and respective roles of the University of Missouri and the St. Louis School District's staff in implementing the evaluation are as follows:

- a. *Identification of Schools.* The St. Louis School District worked with University of Missouri to identify Soldan International Studies High School as an appropriate school in which to place a College Guide.
- b. *Logistical Support.* Soldan International Studies High School will provide office space, a computer, phone access, and internet service for the College Guide while they are on site. The College Guide agrees to use these resources for the provision of services to students;

Services Provided to Students. The College Guide provides a variety of services to students to help them prepare for and enroll in college. These services include:

- Advising students on a one-to-one basis regarding their post-secondary or transfer plans; holding open office hours as well as scheduled appointments.
- Reviewing college application materials and assisting with understanding the FAFSA and other financial aid forms.
- Working closely with guidance staff and other administrators. Being responsible for coordinating publicity and outreach in the high school, ensuring that students and their parents are aware of opportunities involving college admission and financial aid; providing information through presentations, web sites, brochures, and other forms of communication, visiting middle schools and elementary schools to begin early awareness programs for college enrollment.
- Coordinating visits to colleges and universities in Missouri for students to experience campus life.

- Helping students find scholarship resources outside of higher education institutions and government funding.
- Hosting college fairs and information sessions for students.
- Participating in extracurricular activities in the high school and community, building relationships with students and parents.
- Participating in a five-week intensive training program held at MU to train College Guides about college admissions, financial aid, scholarships, and transfer and articulation.

Additional services may be provided as the program matures and additional funding is obtained. All services provided to the students are free of charge.

- c. *College Guide Training.* University of Missouri will provide training to all College Guides before they are placed on school campuses. Training will last approximately five weeks. Topics will include, but are not limited to: financial aid, pre-college advising, admissions, diversity training, communication, site visits, leadership development, community service, standardized test preparation, and essay writing.
- d. *Site Supervision.* St. Louis School District will provide a Site Supervisor to provide direction and support to the College Guide while servicing students in the school. This person will introduce the College Guide at a faculty meeting, general assembly, or other venue so staff members (teachers, counselors, administrators) understand the College Guide role in the school. The Site Supervisor will also assist in identifying students from low-income and first generation backgrounds and students of color to progress toward college admission. The Site Supervisor will also have direct and regular contact with the Program Director. Soldan International Studies High School named [NAME: Alice L. Manus]
[PHONE: 314 - 367-9222]
[EMAIL: Alice.manus@slps.org] as the Site Supervisor.
- e. *Data Collection.* The College Guide will collect data to help target services, track services, and for an evaluation of the program's success. Data to be collected will include: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information, intermediary goals, and college enrollment; and information on services provided to students;

- f. *Consent for Data Collection.* If necessary, the College Guide will provide the participating schools with a consent packet to distribute to parents. The parent consent packets will contain a letter informing parents about the need for the data collection activities and a passive consent form. The parent consent letter will explain to parents that all data collected will be kept confidential, except as may be required by law;
- g. *Data Provided to the District.* The College Guide will provide the central point of contact, named by the participating school district, with aggregated data including college entrance exam test scores, college matriculation rates, and the types and frequency of services provided.

4. Cancellation of Agreement

This Memorandum of Agreement may be cancelled by either party, provided advance written notice of at least thirty (30) days is given to the other party.

5. Liaison and Communication

This Memorandum of Agreement requires the good faith efforts of the University of Missouri and the St. Louis School District to successfully implement and evaluate the program. Timely communication and responsiveness will be important for its success. To that end, the St. Louis School District names [NAME: **Dr. Dan Edwards**_____] [PHONE:314-345-2300_____] [EMAIL:Dan.Edwards@slps.org_____] as the central point of contact for issues relating to this agreement. The University of Missouri names Dr. Ann Korschgen, 573-882-7651, korschgena@missouri.edu as the central point of contact for issues related to this agreement. Either party may change points of contact by giving written notice.

6. Evaluation Team

The Jack Kent Cooke Foundation provided funding to the University of Missouri to implement the Missouri College Advising Corps program in the St. Louis School District. As part of the grant program, the Foundation will conduct a national evaluation of the program. The data collected from districts, schools, and students will be used for research purposes only and treated as confidential, except as may be required by law. All data will be reported in aggregate and no individual school or student will ever be identified.

7. Insurance

- a. *Workers' Compensation.* The University agrees to maintain and pay for workers' compensation insurance and employer's liability throughout the term of this Agreement for its employees in amounts as required under any

workers' compensation or similar law in the jurisdiction where the above referenced services are performed.

- b. *General Liability/Self-Insurance.* The University agrees to maintain and pay for general liability insurance throughout the term of this Agreement with the following minimum limits of liability: \$1,000,000 per occurrence and \$2,000,000 in the aggregate. As an alternative, the University agrees that it is self-insured in adequate amounts protecting it and its officers, directors, employees, contractors, subcontractors, agents, and representatives from injury, damage, or death that arise or occur in connection with the Program.
- c. *No Waiver.* The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to the parties under applicable state governmental immunities law.
- d. *Proof of Insurance.* Upon execution of this Agreement, the University agrees to provide the District proof of insurance, which shall state such coverage will not be cancelled without thirty (30) days written notice. Proof of general liability insurance shall also include the District as an additional insured. Proof of insurance and any subsequent insurance notices shall be mailed to the District address as stated under Article 15. of this Agreement and/or Program.
- e. *Failure to Provide Insurance.* Failure by the University to provide any insurance as requested under this article will not relieve it of any contractual obligation or responsibility herein. Further, failure on the part of the University to maintain said insurance in full force and effect throughout the term of this Agreement will constitute a material breach and initiate action under Article 5. hereunder.

8. Indemnification

- a. *Indemnification.* The University agrees to indemnify, defend, and hold the District, its officers, directors, employees, contractors, and agents harmless from and against any and all claims, liability, judgments, fines, and expenses, including all attorney's fees and amounts paid in settlement actually and reasonably incurred by the District in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative ("Proceeding"), to which the District is, was, or at any time becomes, a party or is threatened to be made a party due to or attributable solely to the acts or omissions of the University or by its officers, directors, employees, contractors, subcontractors, agents, and representatives.

b. *No Waiver.* The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to the parties and the parties shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo. Rev. Stat. § 537.600, et seq.

c. *Notice.* The University shall give written notice to the District of the assertion of any claim or the commencement of any litigation for which indemnification is sought within thirty (30) days notice of the claim or commencement of litigation.

9. Agreement to Proceed

The University of Missouri and the St. Louis School District agree to proceed with their obligations supporting the successful program implementation and evaluation, and agree to communicating in a timely way to accommodate the interests of the other party within the context of the program and evaluation.

For the St. Louis School District:

[NAME]	DATE
[TITLE]	

For Missouri College Advising Corps:

Dr. Ann Korschgen	DATE
Vice Provost for Enrollment Management	

For the Curators of the University of Missouri:

Dr. Jennifer Duncan	DATE
Interim Director	
Office of Sponsored Program Administration	

MU Project # C00014462

SAINT LOUIS PUBLIC SCHOOLS

Date: October 30, 2009

To: Kelvin R. Adams, Ph.D.

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

Agenda Item: 11-19-09-12
Information: ☐
Conference: ☐
Action: ☒

Subject:

To enter into an Agency Agreement with the South City Family YMCA on September 29, 2009 to provide a SLPS/A.S.A.P. partnership for High Quality After School Program at Lyon @ Blow beginning August 18, 2009 through the last day of the school year with no cost to the District.

Background:

The South City Family YMCA is committed to providing after school programming that will achieve positive outcomes for children. The District is a key member of the partnership and will be the recipient of a High Quality After School Program at Lyon @ Blow serving over 100.

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

CSIP: G2, R44

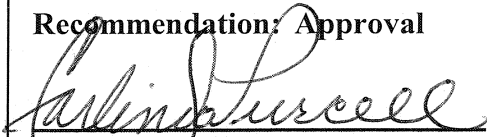
MSIP: 7.6.1

Funding Source :


Requisition No.

Cost not to exceed: \$0.00

Recommendation: Approval


Dr. Carlinda Purcell, Dep. Supt., Academics

Enos Moss
CFO / Treasurer


Angela Banks, Interim Budget
Director

Kelvin R. Adams, Ph.D.
Superintendent

AGENCY AGREEMENT
BETWEEN
St. Louis Public School SLPS
AND
South City Family YMCA

THIS AGENCY AGREEMENT ("Agreement") is made and entered into as of the 29th day of September, 2009 by and between the St. Louis Public School SLPS ("SLPS"), a school SLPS organized and existing under the laws of the state of Missouri and South City Family YMCA ("Agency"), a not-for-profit corporation organized and existing under the laws of the state of Missouri. The taxpayer identification number, address, contact person, and telephone number for the Agency is as follows:

Taxpayer Identification Number: 43-0653616

Address: 3150 Sublette, St. Louis, MO 63139

Contact Person: Jeanette Mix, Associate Executive Director

Telephone Number: 314-644-3100

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

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

Article 1. SCOPE OF SERVICES

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

SLPS/ASAP-Partnership for High Quality Afterschool Programs RFP

Article 2. LOCATION OF SERVICES

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

Site: Lyons @ Blow

Address: 516 Loughborough, St. Louis, MO 63111

Contact Person: Jeanette Mix, Associate Executive Director

Telephone Number: 314-644-3100

The SLPS's contact person hereunder is _____
at (314) XXX-XXXX.

Article 3. TERM AND TERMINATION

- 3.1 **Term.** The term of this Agreement ("Term") shall commence on the 18th, day of August 2009 and shall be completed on the last day of School Year 2010, unless terminated earlier in accordance with the terms and conditions set forth herein.
- 3.2 **Termination without Cause.** This Agreement may be terminated without cause by either party by giving written notice of the intent to terminate at least thirty (30) days before the termination date set out in the notice.
- 3.3 **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for five (5) days following receipt of written notice from the objecting party.

Article 4. APPROVAL CONDITIONS

- 4.1 **Board Approval.** It may be necessary to obtain the approval of the SLPS's Special Administrative Board for this Agreement. If so, the Agency understands and agrees that the obligations of the SLPS are conditioned upon, and subject to, such approval. The SLPS will promptly notify the Agency of the approval or disapproval of the Special Administrative Board. The Agency understands that the SLPS shall not be obligated under this Agreement prior to approval by the Special Administrative Board. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.
- 4.2 **Executed Agreement.** This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. The Agency understands and agrees that the obligations of the SLPS are conditioned upon, and subject to, such execution.

Article 5. AGENCY

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

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

Article 6. AGENCY'S PERSONNEL

- 6.1 **Control of Personnel and Work.** The Agency understands and agrees that it is solely obligated to and responsible for the selection, qualification, performance, workmanship, quality of services, licensing, and compliance with the terms and conditions hereunder for all Personnel providing services relevant to this Agreement and that it shall have sole control over the means and details of performing the services, which shall be consistent with the SLPS's intent hereunder. The Agency shall use its best efforts, care, and diligence in the administration and performance of services hereunder. The Agency ensures the SLPS that it will properly supervise all Personnel during the performance of services and/or while any Personnel is on SLPS property.
- 6.2 **Cooperation.** During the performance of its services, the Agency shall cooperate with the SLPS and its employees, shall not interfere with the conduct of the SLPS's business, and shall observe all SLPS policies and procedures, as well as all rules, regulations, and security requirements concerning the safety of persons and property.
- 6.3 **Background Checks.** All Personnel providing services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the SLPS and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and ~~fingerprinting~~, *Sterling Screening*. The cost of all such background checks shall be borne by the Agency and the SLPS shall not be liable for such cost under any circumstance. Within three (3) days of a written request by the SLPS, the Agency agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.
- 6.4 **Removal of the Agency's Personnel.** The Agency understands and agrees that the SLPS shall have the exclusive oversight of any interaction with SLPS students and it shall be at the sole discretion of the SLPS to determine the appropriateness of such. If the SLPS determines that any of the Agency's Personnel is not providing satisfactory service, or if any issues of behavior or inappropriate conduct or similar concerns occur, the SLPS shall notify the Agency in writing and the Agency shall remove that individual from his/her service for SLPS.

Article 7. AGENCY'S REPRESENTATIONS AND WARRANTIES

- 7.1 **State Registration.** The Agency shall be properly registered with, and duly authorized by, the Missouri Secretary of State, as well as the proper state authority in its domicile state if other than Missouri, to perform services under this Agreement.
- 7.2 **Non-Discrimination.** During the performance of the Agency's obligations under this Agreement, the Agency agrees that it will not discriminate against any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, age, physical or mental disability, or other protected class status.
- 7.3 **Compliance with Laws.** During the performance of the Agency's obligations under this Agreement, the Agency agrees to conduct its activities hereunder in strict compliance with all applicable federal, state, and local laws, as well as the policies and procedures of the SLPS.

Article 8. CONFIDENTIALITY

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

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

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

Article 9. INSURANCE

- 9.1 **Workers' Compensation.** The Agency agrees to maintain and pay for workers' compensation insurance and employer's liability throughout the term of this Agreement for its employees in amounts as required under any workers' compensation or similar law in the jurisdiction where the above referenced services are performed.
- 9.2 **No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to any of the parties under applicable state governmental immunities law.

Article 10. LIABILITY RESPONSIBILITY

- 10.1 **Liability.** Each party to this Agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents, or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims and the SLPS shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo. Rev. Stat. §537.600, et seq.

Nothing in the Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property or any other loss, damage, death, or personal injury arising out of the performance of this Agreement. Any liabilities or claims for property or other loss, damage, death, or personal injury by a party or its agents, employees, contractors, or assigns or by third persons arising out of and during this Agreement shall be determined according to applicable law.

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

Article 11. GENERAL


- 11.1 **Successors and Assignments.** The Agency and its partners, successors, executors, administrators, and representatives are bound to the SLPS in respect to all terms, covenants, agreements, and obligations hereunder. This Agreement shall not be assigned by either party without the prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 11.2 **Governing Law.** This Agreement is governed by and constructed in accordance with the laws of the state of Missouri without regard to any conflict of laws provision. Any action arising under this Agreement shall be brought exclusively in the Circuit Court for the City of St. Louis, and SLPS and Agency explicitly waive any objection to venue in such court.
- 11.3 **Amendments.** The Agreement may be altered, amended, changed, or modified only by agreement in writing executed by a representative from the SLPS and the Agency who is authorized to so execute.
- 11.4 **Entire Agreement.** This Agreement and any Exhibits hereto shall constitute the entire understanding of the parties as to the subject matter hereof and supersedes all prior agreements, discussions, and correspondence pertaining to the subject matter hereof. Any preprinted terms and conditions on any order, invoice, or statement hereunder by either party will be of no force and effect. This Agreement, together with any Exhibits, may not be amended, waived, or discharged except by written document signed by both parties.

Article 12. EXHIBITS

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

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

YMCA OF GREATER ST. LOUIS

By: 

Name: Michael Salamone

Title: Chief Financial Officer

ST. LOUIS PUBLIC SCHOOLS

By: _____

Name: _____

Title: _____

SAINT LOUIS PUBLIC SCHOOLS

Date: October 27, 2009

To: Kelvin R. Adams, Ph.D.

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

Agenda Item: 11-19-09-13
Information: ☐
Conference: ☐
Action: ☒

Subject:

To ratify the third year of a contract renewal with The Leadership Academy for Character Education (LACE) from January 1, 2009 through December 31, 2009 at a cost not to exceed \$15,000.

Background:

LACE is to provide character education services to the Central Office and principal development for the third year of a five year period. Thirty people each year will participate in the academy to institutionalize character education in the district.

Wallace Foundation

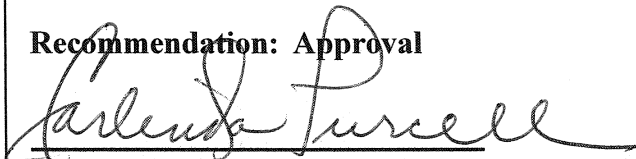
MSIP 6.7.1
CSIP Goal 2, Row 102

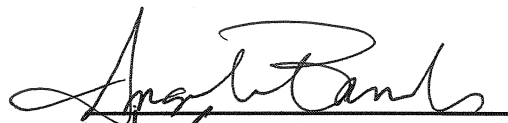
Funding Source :730-2331-6319-825-FM


Requisition No. 10114758


Cost not to exceed: \$15,000.00

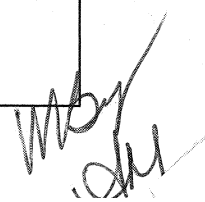
Recommendation: Approval


Dr. Carlinda Purcell, Dep. Supt., Academics


Angela Banks, Interim Budget
Director


Enos Moss
CFO / Treasurer


Kelvin R. Adams, Ph.D.
Superintendent





Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: <i>October 20, 2009</i>
Dept / School: <i>Office of Leadership Development</i>		Reported By: <i>Audrey Jackson</i>
Vendor: <i>University of Missouri-STL-Character Ed.</i>		Vendor #: <i>600012604</i>
Contract # / P.O. #: <i>4500149461</i>		Contract Name: <i>The Leadership Academy For Character Education</i>
Contract Amount: <i>\$ 15,000.00 per year</i>		Award Date: <i>10-18-07 / 12-12-06 - Bd. Resolution</i>
Purpose of Contract (Brief Description): <i>Educate and develop all principals in St. Louis Public Schools along with Central Office Administrators in Character Education. Thirty (30) persons a year will participate in the academy spanning over five (5) years.</i>		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5	
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5	
	4	
	3	
	2	
	1	
Business Relations	5	
	4	
	3	
	2	
	1	
Customer Satisfaction	5	
	4	
	3	
	2	
	1	
Cost Control	5	
	4	
	3	
	2	
	1	
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



Invoice

Marvin W. Berkowitz, Ph.D.
One University Blvd.
469 Marillac Hall
St. Louis, MO 63121

Phone: (314) 516-7521
Fax: (314) 516-7356
E-mail: berkowitzm@umsl.edu
Alt: shiversb@umsl.edu

Billing Address:	
St. Louis Public Schools	
Attn: Shelia Smith-Anderson	
801 N. 11th Street	
St. Louis, MO 63101	

Invoice Summary:	
Invoice Number:	101
Amount Due	\$ 15,000.00
Invoice Date:	9/1/2009
Due Date:	9/30/2009
P.O. Number:	None
Terms:	Net 30

Comments:

Description:	Amount:
Leadership Academy - St. Louis Principals January 1, 2009 through December 31, 2009	\$ 15,000.00
Total Amount Due:	\$ 15,000.00

Please Make Check Payable to:
UNIVERSITY OF MISSOURI-ST. LOUIS
CHARACTER EDUCATION

Thank you for your cooperation.



CENTER FOR
CHARACTER &
CITIZENSHIP

University of Missouri-St. Louis—College of Education

www.characterandcitizenship.org

Creating the 21st Century School of Education

21st
CENTURY

- 12-12-06-08 **RESOLVED**, That The Board of Education authorizes approval of the contract agreement with Cheryll Saunier (Sole Source Purchase) for SAP & Training Support in an amount not to exceed \$24,000.00 for the period beginning December 12, 2006 through June 30, 2007.
- 12-12-06-09 **RESOLVED**, That The Board of Education authorizes approval of the contract with School Information Systems to upgrade hardware and software and acquiring additional modules. One time purchase in an amount not to exceed \$303,260.00.
- 12-12-06-10 **RESOLVED**, That The Board of Education authorizes approval of the contract with Kronos Inc. to provide an Electronic Strategic time and Labor Management system to automate the processing of employee time and attendance in an amount not to exceed \$900,000.00 for the period beginning February 2007 through February 2009.
- 12-12-06-11 **RESOLVED**, That The Board of Education authorizes approval for the St. Public Schools to receive contributions of a minimum of \$5,000 EACH from Pfizer, Inc., Anheuser Busch and BJC for Lifelong Learning expenses related to the 24th annual Career Awareness Fair for the period beginning December 13, 2006 and ending June 30, 2006.
- 12-12-06-12 **RESOVLED**, That The Board of Education authorizes approval to expend funds in support of a matching effort for School Administrators to participate in The Leadership Academy for Character Education in an amount not to exceed \$15,000.00 for the period beginning January 2007 through June 2012.
- 12-12-06-13 **RESOLVED**, That The Board of Education authorizes approval of the Sole Source agreement with Metropolitan School to provide services for behavior disordered students in an amount not to exceed \$22,794.00 for the period beginning July 1, 2006 through June 30, 2007.
- 12-12-06-14 **RESOLVED**, That The Board of Education authorizes approval of the contract agreement with Missouri Institute of Mental Health 21st Century for evaluation of the 21st Century Community Learning Centers in an amount not to exceed \$8,500.00 for the period beginning November 1, 2006 through June 29, 2007.

SLPS Contract Number:

AGREEMENT FOR CONSULTING OR TECHNICAL SERVICES

This Agreement for Consulting Services ("Agreement"), made as of the January 1, 2007 and, 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" or "District") with its principal place of business located at 801 N. 11th Street, St. Louis, Missouri 63101, and **The Leadership Academy for Character Education at the University of Missouri St. Louis** (hereinafter "Contractor") with its principal place of business located at **402 MARILLAC HALL; University of Missouri St. Louis; One University Blvd., St. Louis, MO 63121**

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 of Education; 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 January, 2007** and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30th Day of June 2012**.
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 \$ 15,000.00 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 Contractor's performance by:	Sheila Smith-Anderson
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Sheila Smith-Anderson
(c)	Verification of the receipt of all documents produced by Contractor pursuant to the Scope of Services by:	Sheila Smith-Anderson Diana Bourisaw

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. **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.
8. **WARRANTY FOR SERVICES** Contractor warrants and represents to the Board of Education 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.
9. **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 of Education shall be deemed mutual and severable, and not exclusive.
10. **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

11. **TERMINATION**

(A) The Board of Education may terminate this Agreement with or without cause at any time by giving 30 days prior written notice to the other party of its intention to terminate as of the date specified in the notice. Contractor shall be paid for Services satisfactorily performed up to the time notice of termination is received. Contractor shall also be paid for all Services satisfactorily performed between the time notice is received and the date of termination; as long as all such performed Services are approved by the Board in a separate writing and in advance of their performance.

(B) In the event of a breach of this Agreement by either Contractor or the Board, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 15 days within which to cure the default. If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Agreement by providing written notice of such termination.

12. **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.

13. **REPORTING** During the term of this Agreement, Contractor shall report to, and confer with, the Board's **Name of Administrator**, 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.

14. **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.

15. **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.

16. **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

17. **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: Board of Education of the City of St. Louis
801 North 11th Street
St. Louis, MO 63101
Attn: Superintendent-**Legal Notice Enclosed**

To Contractor: Leadership Academy for Character Education
University of Missouri St. Louis
Leadership Academy for Character Education
One University Blvd.
St. Louis, MO 63121
Legal Notice Enclosed

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

18. **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.

19. **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.

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

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

22. **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.
23. **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.
24. **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.
25. **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.
26. **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.

27. **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.
28. **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.
29. **DEFINITION** For purposes of this Agreement, the term "person" shall mean any natural person, firm, association, partnership, corporation or other form of legal entity.
30. **AUTHORIZATION:** this Agreement is authorized by:
- ☒ **Board Resolution # 12120612**, attached hereto.
Or
☐ **Other.** Please describe and attach appropriate documentation
Or under \$5,000
☐ **Emergency Request**
31. **DELIVERABLES:** Please list the specific deliverables associated with this Agreement.

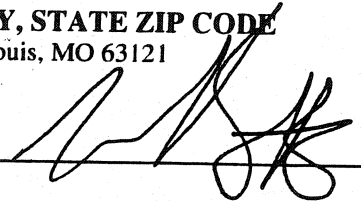
(See attached Scope of Services for Details)

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

NAME THE LEADERSHIP ACADEMY FOR
CHARACTER EDUCATION
ADDRESS: 402 MARILLAC HALL
University of Missouri St. Louis
One University Blvd.

THE BOARD OF EDUCATION OF THE
CITY OF ST. LOUIS

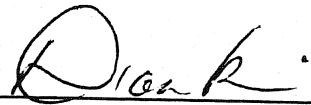
CITY, STATE ZIP CODE
St. Louis, MO 63121

By: 

Title: Consultant

Date: 10-16-07

Tax I.D. No _____

By: 

Title: Supt.

Date: 10-18-07

ATTACHMENT A

SCOPE OF SERVICES

☒ **Contractor Services**

- a. Develop principals and Central Office for 1-year academy program for character education
- b. Develop 30 persons per year for the next 5 years to institutionalize character education throughout the district
- 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

SAINT LOUIS PUBLIC SCHOOLS

Date: October 30, 2009

To: Dr. Kelvin R. Adams, Superintendent of Schools

From: Dr. Cleopatra Figgures, Deputy Superintendent of Accountability

Agenda Item:

Information:

Conference:

Action:

11-19-09-14
☐
☐
☒

Subject:

To gain approval by the Special Administrative Board (SAB) of the District-Wide Evaluation Procedural Plan which updates policies and regulations related to internal and external evaluation of District programs and services. This District-Wide Evaluation Procedural Plan will provide the general evaluation framework in response to MSIP Standard 13.1B, that requires "a written district-wide procedural plan which coordinates the evaluation of the overall effectiveness and or efficiency of the district's programs and services". No specific costs are associated with the approval of the District-wide Evaluation Plan

Background:

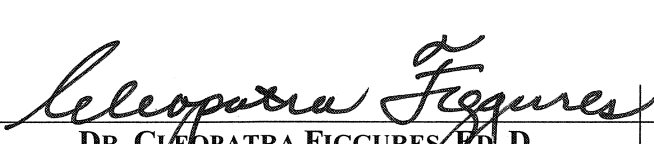
As mandated by Missouri Department of Elementary and Secondary Education (DESE), all districts are to maintain a written district-wide evaluation procedural plan. The policies and regulations of the St. Louis Public Schools (SLPS) Evaluation Procedural Plan have not been updated since 2001 and the lack of a DEPP was cited as not met, during the spring 2009 Missouri School Improvement Process (MSIP) Full Review.

Funding Source: N/A

Requisition No.: N/A

Cost not to exceed: N/A

Recommendation: Approval



DR. CLEOPATRA FIGGURES, ED. D.
DEPUTY SUPERINTENDENT
OF ACCOUNTABILITY

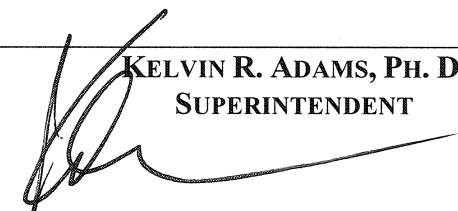


ANGELA BANKS
INTERIM BUDGET DIRECTOR

ENOS MOSS
CFO/TREASURER



KELVIN R. ADAMS, PH. D.
SUPERINTENDENT



**OFFICE OF ACCOUNTABILITY
ASSESSMENT, INTERVENTION
RESEARCH AND EVALUATION**

*Kelvin R. Adams, Ph.D.
Superintendent of Schools*

SAB MEMBERS
*Rick Sullivan
Melanie Adams
Richard K. Gaines*

DISTRICT-WIDE



**EVALUATION PROCEDURAL
PLAN**

(Revised - November 2009)

**APPROVED BY THE
SPECIAL ADMINISTRATIVE BOARD**

MONTH

DAY

YEAR

*CLEOPATRA FIGGURES, E.D.D.
DEPUTY SUPERINTENDENT OF
ACCOUNTABILITY*

RESOLUTION No.: _____

DISTRICT-WIDE PROCEDURAL PLAN OVERVIEW

MSIP STANDARD

- 13.1B** There is a written, district-wide procedural plan which coordinates the evaluation of the overall effectiveness and/or efficiency of the district's programs and services.
1. The district has a written procedural plan, approved by the board, which coordinates the evaluation of programs and services. The overall design incorporates the goals, objectives, evaluation criteria and evaluation procedures of the individual programs, designates responsible persons and establishes timeframes for reporting to the board.



Per the MSIP Standard shown above, the St. Louis Public Schools (SLPS), Office of Accountability, has developed a procedural plan to coordinate the evaluation of all district programs and services through a Four-Tiered Evaluation Plan (See page 2). Under SLPS board policies and regulations (P2412, P2412.1.1, R2412.1.1, P2412.1.2, R2412.1.2, P2412.1.3, Appendix 1, page 4) the board, staff, and community will be provided with information concerning the attainment of program goals and objectives. Additionally, the Accountability Office will develop or coordinate evaluation processes to measure the effectiveness of instructional and staff development programs; develop and administer a district testing program; approve, monitor, and conduct research; and assist decision makers in interpreting and using data and framing expanded evaluation plans. Under direction of the Superintendent, evaluation and assessment data are synthesized, summarized, and incorporated into a *St. Louis Public Schools Scorecard* and posted on the *SLPS website*, wherein SLPS progress toward achieving major district goals and objectives is presented to the community.

The Office of Accountability maintains a list of evaluation plans, regularly informing the Superintendent of Schools and the Board of evaluation project status as part of a progress monitoring process established by SLPS. Formal evaluation reports include a review of pertinent educational research, a discussion of methodology, procedures, and evaluation criteria, and encompass program goals and objectives utilizing areas of strength and areas needing improvement. Evaluations are completed within designated timelines as required by Board, State, Federal, judicial, and other authorities (e.g., evaluation reports for grants).

Written procedures are also provided within this plan that describes the process of review for evaluated reports prior to dissemination to the Board. The procedures ensure a review of findings and recommendations by program administrators and provide an opportunity for administrators to respond to the evaluations before release.

Upon completing an evaluation, the Office of Accountability or approved external evaluator, prepares a written report for distribution to administrators, board members and others, at the direction of the Superintendent. All evaluation reports are maintained on file by the Office of Accountability for documentation references, research and distribution to appropriate individuals and agencies upon request.

FOUR-TIERED EVALUATION PROCEDURES

The district's board-approved, written procedural plan coordinates the evaluation of programs and services and is organized around four tiers of evaluation procedures. The procedures which serve to ensure uniform review of program goals, objectives, and outcomes are discussed below.

- 1) **INTERNAL PROGRAM EVALUATION:** Programs and services administrators and staff are responsible for identifying goals, objectives, activities, and data to be collected for assessing the effectiveness of program implementation and outcomes. Benefits of internal program/service evaluation include:
 - a) Use of data for self-assessment.
 - b) Review of activities and recordkeeping to improve services.
 - c) Maintenance of current data to fulfill information requests.
 - d) Access to data during in-depth evaluations by the Office of Accountability or a consultant approved by the Office of Accountability.

Internal Self-Evaluation Forms with Guidelines are shown on page 17 and also listed on the SLPS Accountability website at www.slps.org. Internal program data are to be consistently maintained by program managers as a part of the SLPS progress monitoring process. Upon request, data are to be submitted to the Accountability Office, where it will be compiled into a Program/Services Administrative Report.

- 2) **EXTERNAL/CONSULTANT EVALUATION:** Certain district programs/services operating under grants or specific funding have provision in their operating procedures and program budgets for an evaluation consultant/agency to conduct external evaluation. Under board regulations, evaluations conducted by outside contractors shall be approved and coordinated by the Division of Research and Evaluation (R2412.12). Formal evaluation reports by consultants are to be provided to SLPS administration and board.
- 3) **BOARD MANDATED EVALUATION:** Each year, a percentage of district programs/services are formally evaluated by the Division of Research and Evaluation. These in-depth evaluations are generally undertaken at the direction of the board or the administration, although some fall under the purview of the Federal Court or a monitoring committee (e.g., Desegregation). All evaluations will follow standard procedures as provided by the Division of Research and Evaluation.
- 4) **DISTRICT-WIDE ASSESSMENT OF STUDENT ACHIEVEMENT BY DIVISION:** The Division of Assessment provides reports/data on student outcomes. Data are compiled on test results and student performance to determine student achievement. These data reports provide interpretation and analyses of results from formative and summative assessments, cognitive abilities tests, college entrance tests, and other tests on achievement and performance. Assessment data are also compiled into district and school-level scorecards to provide trend data on achievement targets and outcomes. Assessment data-files are entered in the district's student information management system for data output and disaggregation. SLPS will also maintain a Board approved assessment plan and develop/post an assessment calendar, annually.

INTERNAL PROGRAMS/SERVICES EVALUATION PROCEDURES

<u>EVALUATION DIRECTIVE</u>	<u>RATIONALE</u>
The Office of Accountability's Division of Research and Evaluation, with approval of the Superintendent, will maintain a list of the goals and objectives, as well as establish the effectiveness of district programs and services, in order to ensure that district goals are reflected and the program/services are efficiently impacting state and district goals and standards.	<p>As part of a full range of efforts to improve schools and services to students under the Missouri School Improvement Plan (MSIP), internal program evaluation procedures will provide for:</p> <ul style="list-style-type: none">a) use of the data by program/service providers for on-going self assessment and formative evaluations;b) review and modification of activities and/or recordkeeping to improve services;c) elimination of the need for spontaneous data collection to fulfill information requests: and,d) use of the data during formal evaluations conducted by the Division or an outside consultant approved by the Division under Board Regulations (R2412.1.2.).

PROCEDURES FOR THE ABOVE WILL INCLUDE THE FOLLOWING:

- 1) The SLPS Division of Research and Evaluation will be responsible for developing and distributing to programs, services, departments, divisions, units, and central offices, an Internal Self-Evaluation Form with Guidelines (See page 17). The guidelines will prescribe steps for reporting goals/objectives, gathering and maintaining data, conducting ongoing self-assessment, completing the Self-Evaluation Form and returning it to the Division.
- 2) The SLPS Division of Research and Evaluation will establish and maintain a schedule for distribution, return, and compilation of Internal Self-Evaluation Forms that will ensure timely review of district programs/services:
 - a) District support programs and services (e.g., Title I Programs) will receive the self-evaluation form each school year and be responsible for maintaining program forms until requested. Other District departments, divisions, and offices will also receive Self-Evaluation Forms and Guidelines, but submit the completed form *only*, upon request. Requests can be made by the Superintendent, the Board or the Office of Accountability for monitoring and reporting purposes.
 - b) The Division of Research and Evaluation will assemble upon request each school year, an annual Programs/Services Administrative Report using all submitted forms. The Programs/Services Administrative Report will be made available at the direction of the Superintendent, to administrators and the Governance Board for review of programs'/services' goals and attainments.

**SLPS BOARD POLICIES
AND
REGULATIONS
FOR
RESEARCH, ASSESSMENT AND EVALUATION**

~

Regulations dated 1990 and correspondence addendums from 1999 to 2001 predate and establish this version of the District-wide Evaluation Procedural Plan for SLPS, for compliance with MSIP Standard 13.1B. Included in this Appendix are revisions of those board policies and copies of form letters for approval and dissemination of data, related to guidelines described in this updated procedural plan.

ST. LOUIS BOARD OF EDUCATION POLICY

ADMINISTRATION

ADMINISTRATIVE OPERATIONS

Organizational Units and Structural Relationships

Office of Accountability

The Office of Accountability is responsible for conducting and monitoring research of benefit to the school system, long-range planning, program intervention and its data correlates, program and service evaluations, student assessment, training and support in the analysis, interpretation and use of data for administrative offices and schools.

Responsibilities include:

- Keeping the district apprised of the community's expectations for its schools;
- Maintaining the school system's long-range/accountability plan;
- Maintaining a comprehensive database for each school facility;
- Providing the community, board and staff with reliable information on the extent to which program goals and objectives are being met;
- Developing measures and targets for determining the effectiveness of instructional programs and professional development;
- Developing and administering formative and summative testing programs;
- Assisting decision makers in utilizing information and formulating expanded evaluation plans;
- Monitoring instructional practices within schools and facilitating school improvement activities.

Original Policy adopted: June 26, 1990

ST. LOUIS BOARD OF EDUCATION POLICY

ADMINISTRATION

ADMINISTRATIVE OPERATIONS

Organizational Units and Structural Relationships

Division of Testing and Assessment

The St. Louis Public Schools will conduct testing and assessment programs which provide information on individual student performance, assess curriculum and program outcomes, provide feedback to school staff on instructional needs, and satisfy State and Federal assessment requirements.

SLPS will develop and post an assessment calendar each year

SLPS will develop a written assessment plan per MSIP standards 7.1 and 8.1

Original Policy adopted: June 26, 1990

ST. LOUIS BOARD OF EDUCATION POLICY

ADMINISTRATION

ADMINISTRATIVE OPERATIONS

Organizational Units and Structural Relationships

Division of Assessment

Prior to the beginning of each school year, the division will submit an assessment calendar for approval by the board and Superintendent of Schools. This calendar will specify all tests to be administered, the target population of students and the testing dates.

Responsibilities include:

- The division will ensure that results from all tests are provided to the respective schools and will provide summary reports of major achievement tests for dissemination to the board, central administration and appropriate others.
- Assessment required by State, Federal, or other funding agencies shall be administered according to timelines designated by those agencies and included in the annual assessment calendar
- The division will be responsible for providing training to school personnel in the proper administration, use and interpretation of assessment results.
- The division, with approval from the Superintendent of Schools and DESE, where appropriate, will establish test administration and security procedures aligned to State security procedures, which are to be followed by all school district personnel.
 - The division will ensure and approve any additional tests or inventories beyond those administered centrally, administered by schools or the central offices
 - The division will ensure that external agencies and grantees administer assessments only with written approval of the Superintendent of Schools.

Regulation approved: June 26, 1990

ST. LOUIS BOARD OF EDUCATION POLICY

ADMINISTRATION

ADMINISTRATIVE OPERATIONS

Organizational Units and Structural Relationships

Research and Evaluation

St. Louis Public Schools will regularly evaluate its programs and operations with particular attention to those areas of curriculum, instruction and other major goal areas of the Board. Compliance data will be only provided to outside sources that have the authority to request evaluation data, or by approval of the Superintendent of Schools

All external requests for data and program evaluation must follow the guidelines established in this District-Wide Evaluation Procedural Plan (MSIP 13.1B).

ST. LOUIS BOARD OF EDUCATION POLICY

ADMINISTRATION

ADMINISTRATIVE OPERATIONS

Organizational Units and Structural Relationships

Research and Evaluation

The Division of Research and Evaluation will maintain a list of evaluation projects and inform the Superintendent of Schools and the Board on the status of each project, upon request, through an established district-wide progress monitoring process. Upon completion of a project, the division will ensure preparation of a written report for distribution to administrators, board members, and appropriate others. External evaluators are to submit two (2) copies of their completed report to the St. Louis Public Schools Office of Accountability per the District-Wide Evaluation Procedural Plan.

The Division will provide appropriate data or reports within designated timelines as required by State, Federal, judicial, or other authorities.

The District-Wide Evaluation Procedural Plan describes the written procedures and the process for the review of evaluation reports prior to dissemination to the Board. These procedures ensure a review of findings with project administrators before a report is finalized and provides the opportunity to respond in writing to a final report before it is released.

When it is deemed necessary or desirable to have evaluations conducted by an outside contractor(s), contract procedures shall be coordinated and approved by the Office of Accountability as outlined in the District-Wide Evaluation Procedural Plan.

ST. LOUIS BOARD OF EDUCATION POLICY

ADMINISTRATION

ADMINISTRATIVE OPERATIONS

Organizational Units and Structural Relationships

Research and Evaluation - Research Request Policy

The St. Louis Public Schools will ensure that any request to conduct research in the school district is approved only if the research is well-designed, adheres to child protection laws, does not place unreasonable demands on students, staff, or parents, does not seriously interfere with regular district or school, and is in the interest of the district and/or school.

Details for external requests to conduct research, including those from SLPS personnel, are outlined in the District-Wide Evaluation Procedural Plan.

ST. LOUIS BOARD OF EDUCATION POLICY

ADMINISTRATION

ADMINISTRATIVE OPERATIONS

Organizational Units and Structural Relationships

Research and Evaluation – External Requests

Research requests by parties outside the school system, or by persons within the system who are pursuing personal research interests, will be referred to the Division of Research and Evaluation, except where the request has been approved by the Superintendent of Schools.

The Division of Research and Evaluation has an established set of procedures, approved by the Superintendent of Schools, for processing such requests. These procedures will require documentation on the part of the researcher to clearly describe the purpose, methods, and use to be made by the research. Established procedures are outlined in the District-Wide Evaluation Procedural Plan (see Appendix 2).

References

of 5125 Student Records

Regulation approved: June 26, 1990

GUIDELINES REGARDING RESEARCH PROJECTS In SLPS SCHOOLS

INTRODUCTION

The core mission of the St. Louis Public Schools is the academic achievement of our students. In order to sustain this mission, the district guards against disruptions to classroom instructional time. In those instances where, in balance, the disruption can be outweighed by the benefit, as in the case of certain research projects, the Research and Evaluation Review Committee will recommend that individual schools allow investigators to conduct research projects. As there are legal, academic, and ethical requirements that must be met to attain this balance, the district, specifically the Superintendent of Schools and the Division of Research and Evaluation under the Office of Accountability, retains the right to deny, approve and monitor research in the schools. All research granted approvals are required to submit a report to SLPS upon completion of the research.

RESEARCH APPROVAL IS DISCRETIONARY

Allowing research in SLPS schools is a voluntary agreement the district enters to promote the advancement of knowledge in the larger education/academic community. As such, the district has a legal and moral obligation to protect the privacy and dignity of its students from unwarranted and unnecessary research projects. These guidelines herein, developed by the district seek to balance the need for advancement through research with the overriding priority of uninterrupted instructional activities that maximize student learning for all students in the district.

LEGAL STANDARDS: FEDERAL LAW AND DISTRICT REGULATION REGARDING RESEARCH

When a sufficient case can be made to allow research in the schools, there are legal requirements that must be met prior to allowing such projects in the schools. The legal background stems from provisions of *The Family Educational Rights and Privacy Act (FEPPA)* that affords parents and students certain rights regarding student records, the administration of surveys, and the collection and use of personal information (Statue: 20 U.S.C. 1232g. Regulations: 34 CFR, Part 99). The district is also held to the FEPPA Act as mentioned in the SLPS Student Handbook.

District regulations mirror FEPPA in the Board of Education Regulation (R1340) which states:

"The principal shall not permit any person not employed by the Board of Education to gather statistics or research information in the schools without authority from the Superintendent of Schools or his/her designee."

Approved 1990/Revised 1999

This means even Board of Education employees collecting student or staff data for projects that are submitted for University credit or advanced degree **must** also apply for permission to do research. Approval is granted on a case by case basis. If a researcher fails to

obtain necessary approval and proceeds with the research in the SLPS, a written request will be made to suppress the research.

The use of students in research may require the approval of an Institutional Review Board (IRB) from the researcher's home institution demonstrating that the 'human subjects' aspects of the research complies with all federal regulations. Failure to provide an approved IRB may result in research not being approved. The district adheres to the laws and regulations regarding research, so that it is not exposed to legal sanctions.

ACADEMIC STANDARDS

Academic Standards regarding the goals and methodology of the research project must be met in order to make district involvement worthwhile. Poorly designed research can result in faulty findings. Therefore, all decisions regarding the academic merit of research proposals will be made in concurrence with the assigned ad hoc Research Review Committee. The District reserves the right to reject poorly designed or superficial research proposals.

ETHICAL STANDARDS

As an urban district with its associated socio-demographic and socio-economic conditions, St. Louis Public Schools has an ethical obligation not to allow schools to be treated as laboratories or students as test subjects for research. Therefore, any research approved must be designed to insure the dignity of students and staff as well as the reputation of the district. All research must be based on a fully informed and signed consent by those being asked to participate.



SUMMARY OF KEY COMPONENTS OF SLPS GUIDELINES FOR RESEARCH

➤ **RESEARCH**

Research is access to any record containing privileged or confidential information about staff or pupils or the act of gathering statistics, interviewing, observing or administering survey or other data-collection instruments in the schools.

➤ **WHO NEEDS TO APPLY TO DO RESEARCH?**

Any person not employed by the Board of Education must apply before doing any research in the schools (this includes university researchers and program evaluators). In addition, Board of Education employees collecting student or staff data for projects that are submitted for University credit or advanced degrees must also apply for permission to do research. Only the collection of data for in-district/school dissemination to further instructional or school improvement purposes is exempt.

➤ **THE APPLICATION PROCESS**

The Research Application is available on-line through the District website. Click on "Accountability" to locate the Research/Assessment/Evaluation link to request the form that outlines the procedures and the application. Not all research will necessarily be approved. The district assumes the responsibility to balance the need for research with the need for uninterrupted instructional activities that maximize student learning.

Potential researchers should be aware that permission to do research is a multi-step process, and permission to conduct research in the district does not guarantee any individual school's willingness to participate. Although initial permission may be granted through the Division of Research and Evaluation, the Superintendent of Schools and the principal of a school will have the final decision with regards a school's participation.

Research Applications should be sent to the Office of Accountability, Dr. C. L. Shannon, Chairman of Research Request Review Committee.

Email address: c.shannon@slps.org

Phone: 314/345-2428

ST. LOUIS BOARD OF EDUCATION REGULATION

ACCESS TO SCHOOL PROCEDURES AND MATERIALS

Ideas, operating procedures, records, and publications developed in or by the school district will be made available to outside non-profit or profit organizations for use or distribution when such use will reflect favorably upon the school district and the community. No outside organization shall be granted exclusive access to or control over the material made available to it.

Records containing privileged or confidential information about staff or pupils will be restricted to the extent permitted by law in the interests of the persons or persons involved.

The principal shall not permit any person not employed by the Board of Education to gather statistics or research information in the schools without authority from the Superintendent of Schools or his/her designee.

The granting of all requests for information must be consistent with the *Policy on Privacy of Student Records* of the St. Louis Public Schools

References

cf: P5125-R5125 Confidentiality of Student Records

cf: Bylaw 9355 Public and Closed Meetings/Executive Sessions

Regulation approved: June 26, 1990

Revised: February 9, 1999

Revised: November 2009

OFFICE OF ACCOUNTABILITY

**INTERNAL SELF-EVALUATION FORM
PROGRAMS - SERVICES - OFFICES**
SUMMARY REPORT
SCHOOL YEAR:

NAME OF PROGRAM/SERVICE:	
DEPARTMENT/DIVISION/UNIT/OFFICE (UNDER WHICH PROGRAM OPERATES):	
NAME AND TITLE OF ADMINISTRATOR:	
SLPS SITE ADDRESS AND PHONE #:	

PART 1 OF 2

1	Goal(s) and Objectives. (Identify MSIP Standard)	
2	Describe how above goals and objectives relate to MSIP Accreditation. What data best demonstrate the need for the program or service?	
3	Describe related activities, strategies, and tactics that will be used to meet the goals and objectives.	
4	Performance Measures. (List indicators of performance, i.e., data or two years or more data points used)	
5	Describe how the ongoing use of performance data has impacted program activities, strategies, and tactics. (e.g., changes in program, budget expenditures).	
6	Annual Budget for Year(s) Reported (where appropriate)	
6a	Identify FTE staff involved; title and contact information (where appropriate)	
6b	Comments	

**OFFICE OF ACCOUNTABILITY
INTERNAL SELF-EVALUATION FORM
PROGRAMS - SERVICES - OFFICES
SUMMARY REPORT**

SCHOOL YEAR: |

NAME OF PROGRAM/SERVICE:	
DEPARTMENT/DIVISION/UNIT/OFFICE (UNDER WHICH PROGRAM OPERATES):	
NAME AND TITLE OF ADMINISTRATOR:	
SLPS SITE ADDRESS AND PHONE#:	

PART 2 OF 2

7	If appropriate, provide any pertinent self-evaluation comments	
8	If appropriate, describe the most significant need of the program/department that is required to improve student outcomes.	
9	DATE SUBMITTED TO THE DIVISION OF RESEARCH AND EVALUATION	
10	SIGNATURE OF RESPONSIBLE ADMINISTRATOR	



KELVIN R. ADAMS, PH.D.
SUPERINTENDENT OF SCHOOLS
Month xx, xxxx

MEMORANDUM

TO:

FR:

RE: **REPORT RELEASE LETTER:**
XXXXXXXXXXXX XXXXXXXX XXXXXXXXXX XXXXXX

Enclosed is a copy of the above referenced report with briefing papers. This report was prepared to assess _____. Among several areas examined are:

1	
2	
3	
4	

This report is based upon:

Visits/Observations	Surveys (# of)	
Research Literature	Compiled Data (demographic, longitudinal)	
Interviews (# of)	Anecdotal Records (# of)	

The St. Louis Public Schools Division of Research and Evaluation intends to distribute a copy of the complete report to the appropriate administrators and board members. Copies will be distributed to community stakeholders upon request.

Your signature below and return of this memo shall authorize release of the above report. If you have questions or concerns, please contact us.

AUTHORIZED _____
KELVIN R. ADAMS, PH. D.
SUPERINTENDENT OF SCHOOLS

DATE _____

cc: Office of Accountability

SAINT LOUIS PUBLIC SCHOOLS

Date: October 30, 2009

To: Dr. Kelvin R. Adams, Superintendent of Schools

From: Dr. Cleopatra Figgures, Deputy Superintendent of Accountability

Agenda Item: 11-19-09-15

Information: ☐

Conference: ☐

Action: ☒

Subject:

To gain approval by the Special Administrative Board (SAB) of the Accountability Plan which will serve as the District's strategic school improvement plan for two years. Acceptance by the SAB of the Accountability Plan will allow St. Louis Public Schools (SLPS) to forward the Plan to the Missouri Department of Elementary and Secondary Education (DESE) for acceptance and implementation, starting with the 2009-10 school year. No specific costs are associated with the approval of the Accountability Plan, given the embedded costs associated with the Plan's implementation and monitoring.

Background:

As mandated by DESE, the Accountability Plan was developed to serve as the comprehensive school improvement plan for St. Louis Public Schools (SLPS) for a two year period. The Accountability Plan provides the goals, objectives and strategies that SLPS will follow in response to findings of the Missouri School Improvement Process (MSIP) Full Review conducted in the Spring 2009. The Accountability Plan addresses the 30 standards of the Comprehensive Long Range Plan (CLRP), as well as the 14 MSIP performance standards necessary for regaining accreditation.

Funding Source: NA

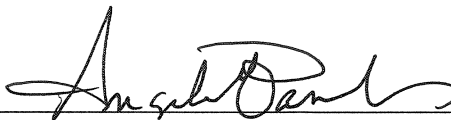
Requisition No.: NA

Cost not to exceed: NA

Recommendation: Approval



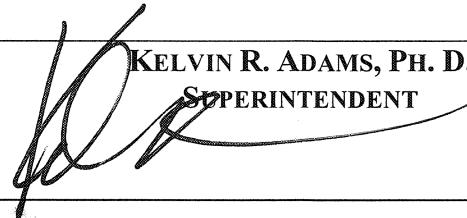
DR. CLEOPATRA FIGGURES, ED. D.
DEPUTY SUPERINTENDENT
OF ACCOUNTABILITY



ANGELA BANKS
INTERIM BUDGET DIRECTOR



ENOS MOSS
CFO/TREASURER



KELVIN R. ADAMS, PH. D.
SUPERINTENDENT

SAINT LOUIS PUBLIC SCHOOLS

Date: November 5, 2009

To: Kelvin R. Adams, Ph.D.

From: Sharonica L. Hardin, Chief Human Resource Officer

Agenda Item: 11-19-09-16
Information: ☐
Conference: ☐
Action: ☒

Subject:

Resolution to rescind specific current board policies/regulations and to adopt specified replacement policies/regulations to become effective upon adoption by the Special Administrative Board.

Background:

Below is a list of the new policies/regulations and the existing policies/regulations for replacement.

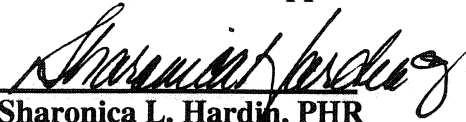
Replace current:	Replace with:
Employment & Recruitment Policy P4200	P4200
Notice of Non-Discrimination Policies: P2471, P2472, P2473, P4121, P4123 and Student policy P5131.7	Replace with one (1) proposed P2471
Sexual Harassment Policies and Regulations: P4843/R4843	P4843
Sexual Harassment Policy with P5145.4	P5145.4
Sexual Harassment Regulations with R5145.4	R4843
Criminal Background Checks P4223	P4223
Child Abuse and Neglect Regulation with new Policy P4730	P4730
Code of Ethics and Conduct regulation R4840	4840
Computer & Internet Acceptable Use Policy and Regulation P4847 and R4847	P4847 and R4847

Funding Source :N/A

Requisition No.

Cost not to exceed: \$0.00

Recommendation: Approval


Sharonica L. Hardin, PHR
Chief Human Resource Officer

Angela Banks,
Interim Budget Director

Enos Moss
CFO / Treasurer

Kelvin R. Adams, Ph.D.
Superintendent



SAINT LOUIS PUBLIC SCHOOLS

Date: November 10, 2009

To: Dr. Kelvin R. Adams, Superintendent

From: Brian Wolfe, Dep Supt. - Operations

VENDOR SELECTION METHOD:

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

07-10-08-12

Agenda Item:

Information:

Conference:

Action:

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

12-03-09-01

SUBJECT:

Ratification of the contract extension with Xerox Corporation to provide the operation and maintenance of the Print Shop and all the District's multifunctional devices for the period from December 1, 2009 through January 31, 2010 at a cost not to exceed \$340,000.

BACKGROUND:

We have completed the third year of a five year agreement and are in the middle of the fourth year. The District is satisfied with the quality of the services received. Currently, the District pays approximately \$170,000 per month for services which includes: fleet management of the multifunctional print/copier devices, district-wide Pony and US mail delivery services in elementary, middle, high schools and administrative offices as well as daily management of the Print Shop. At this time we are in the process of renegotiating the contract with Xerox in the hope of making the services even more efficient, and reducing the cost to SLPS.

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

Row #

93

MSIP: 6.4.1

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

Fund Source: 110 - 2577 - 6319 - 981 - 00 GOB

Amount: \$ 340,000.00

Requisition #: 10115831

Fund Source: - - - - -

Amount:

Requisition #:

Fund Source: - - - - -

Amount:

Requisition #:

Cost not to Exceed: \$ 340,000.00

Pending Funding Availability

Vendor #:

Department: Technology

Requestor:

Dr. Jesolyn Larry

Brian Wolfe, Dep Supt. - Operations

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



SAINT LOUIS PUBLIC SCHOOLS

Date: November 10, 2009

To: Dr. Kelvin R. Adams, Superintendent

From: Brian Wolfe, Dep Supt. - Operations

VENDOR SELECTION METHOD:

<input type="checkbox"/>	RFP/Bid	
<input type="checkbox"/>	Sole Source	
<input checked="" type="checkbox"/>	Contract Renewal	Previous Bd. Res. # 6-11-09-04
<input type="checkbox"/>	Ratification	

Agenda Item:
Information:
Conference:
Action:

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

12-13-09-02

SUBJECT:

To approve the renewal of the Microsoft Services Premier Support to provide problem resolution support that covers I.T. systems 24/7 and training and workshops that keep the Technology staff up to date on the latest technologies. The support will be for the period December 4, 2009 through November 30, 2010 at a cost not to exceed \$86,940.

BACKGROUND:

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

CSIP: Goal # SLPS Goal #2 - Process and Performance Row # 88 MSIP: 6.43

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

Fund Source: 110 - 2828 - 6319 - 981 - 75 GOB	Requisition #: 10115832
Amount: \$ 86,940.00	
Fund Source: - - - - -	Requisition #:
Amount:	
Fund Source: - - - - -	Requisition #:
Amount:	
Cost not to Exceed: \$ 86,940.00	Pending Funding Availability Vendor #:

Department: Technology

Requestor: Dr. Jesolyn Larry

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Brian Wolfe, Dep Supt. - Operations

Dr. Kelvin R. Adams, Superintendent

DATA SHEET

Risk and Health Assessment Program for Active Directory

Gain critical insights into the health of your directory service. Maximize your IT performance with Risk and Health Assessment Program for Active Directory

Microsoft® Active Directory® forms a critical backbone for the support of your enterprise's information structure. A poorly functioning Active Directory environment impacts security boundaries, replication, and delegate administration, causing significant impact to your business. The Risk and Health Assessment Program for Active Directory is designed to help proactively diagnose and troubleshoot issues before they arise.

The Risk and Health Assessment Program for Active Directory provides an in-depth analysis of an organization's Windows® 2000 Server, Windows Server® 2003, or Windows Server® 2008 Active Directory. Working with senior IT staff members and engineers in charge of supporting the Active Directory environment, the highly experienced engineers of Microsoft collect and analyze a series of data points to identify areas for remediation.

After the engagement, your organization can effectively use the Active Directory snapshot tool to help diagnose vulnerabilities within your environment to enhance performance.

Maximize your Microsoft Investment

The Risk and Health Assessment Program for Active Directory provides critical insight into the health of your directory service. Microsoft's own experienced internal engineers utilize our own IT department's tools to take a snapshot of your production Active Directory environment. Analysis of performance, configuration, and event data for each Domain Controller in your forest enables engineers to help provide clear steps for maximizing the performance of your Active Directory investment. During the engagement, your people will gain experience by diagnosing and troubleshooting issues identified by the Active Directory snapshot tool. This enables the performance of your Active Directory environment to be maintained after the engagement.

Key Focus Areas

Data collection is the key component of a successful engagement. Designed to take advantage of Windows® Management Instrumentation (WMI), the Active Directory snapshot tool integrates directly with the core operating system management interface.

Directory Service Replication

- Site Configuration
- Replication Status
- Replication Configuration
- Active Directory Convergence
- Large Groups
- Forest and Domain Info
- Subnet Info

File Replication Service

- SYSVOL Convergence
- Orphaned GPTs, Unlinked GPOs
- SYSVOL Consistency
- SYSVOL Information

Name Resolution

- DNSLint
- DCDIAG-DNS
- WINS 1B and 1C
- IP Information
- DNS Information

Backup and Disaster Recovery Strategy

- Supportability Best Practices
- Backup Status

Domain Controller Health

- DCDIAG — General
- Performance Statistics
- Time Configuration
- OS Information
- Event Logs
- Security Updates

Active Directory Database Analysis

- Database Information
- Partition ACLs
- Active Directory Object Count

Others

- Exchange DSACCESS
- Account Information
- Account Lockouts
- Environmental Dependencies

Operational Excellence

- Monitoring
- Change, Configuration and Release Management
- Service Level Management

Maintain Maximum Efficiency

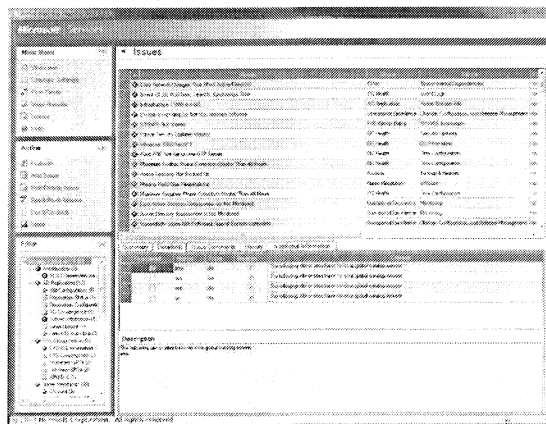
Using knowledge gained from over 5,000 worldwide deliveries and operations within the Microsoft IT organization, the Risk and Health Assessment Program for Active Directory provides a platform to help your business meet its Active Directory performance goals.

Reduce Support Costs

Expose vulnerabilities in your Active Directory infrastructure and operational processes before they affect your business. Improve your environment's uptime and lower support costs. Proactive diagnosis of the causes, not just the symptoms, will help optimize productivity.

Practical Recommendations

Solutions for each of the risks are identified and articulated in the key findings report. By covering operations, configuration, and architecture, effective remediation improves efficiency within your Active Directory system. Additionally, a Microsoft Office PowerPoint® summary presentation and a Microsoft Office Excel® report are included to help communicate the findings and the steps for remediation.



The Risk and Health Assessment Program includes a detailed issues inventory with reported history and resolution status related to your Active Directory components.

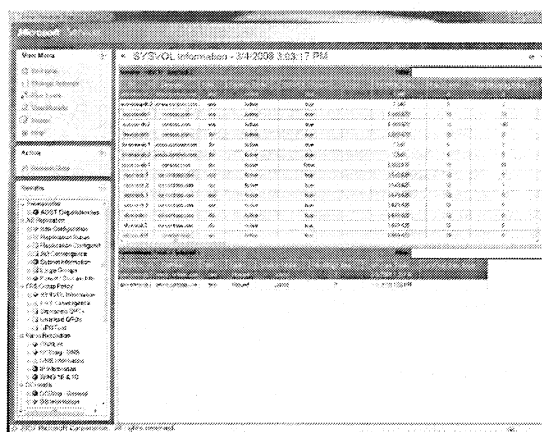
Engagement without Business Interference

During the Risk and Health Assessment Program for Active Directory, the tools and process are designed to minimize any negative impact on your ongoing business. On-site engagement is kept to an absolute minimum through ongoing research and development, which maximizes the effectiveness of the Active Directory snapshot tool. To support effective engagement, the following items are required:

- Enterprise Administration access
- High-end workstation or server-class computer
- Windows 2003 Server
- Microsoft Office Visio® 2003 or later
- Windows Server 2003 Service Pack 2 Support Tools or Remote Server Administration Tools
- Full RPC access to all forest Domain Controllers
- English version of the operating system
- English locale in the regional settings
- Conference room with a projector for the onsite portion of the engagement
- Access to a plotter (optional, but highly recommended)

Active Directory Snapshot Tool Stays With You

As part of the engagement, our engineers will help your own staff to use the Active Directory snapshot tool. This tool will remain available for use within your organization for up to one year following the engagement. The Active Directory snapshot tool uses a graphical user interface console built on Microsoft Visual Studio® 2005, so it is easy to read and understand the data with sections relative to the analyzed component. The output incorporates sorting and filtering capabilities, along with data history for future review. Explanations and definitions are incorporated directly into the user interface and by pausing the cursor over the appropriate columns of data they are visible. Full documentation is included with the accompanying technical reference and help files.



The Active Directory snapshot tool provides valuable real-time information about the performance, configuration, and health of the key Active Directory components.

Maximize the Value of Your IT Investments

The mission of Microsoft Services is to help ensure that you get the most out of your IT investments. Whether you are looking to improve your bottom line, enhance productivity, or use technology to realize new business opportunities, Microsoft is ready to assist. From business support to strategic consulting, we offer a full range of Premier Support services for any stage in your IT life cycle.

For more information
Please visit the Premier
Support Web site at
[www.microsoft.com/
premier](http://www.microsoft.com/premier) or contact your local
Microsoft
Services representative.

**Microsoft Premier Support Services Description Schedule:
Fee and Named Contacts for
St. Louis Public Schools**

(Microsoft Affiliate to complete)
Premier Support Services Description Number
(Microsoft Affiliate to complete)
Schedule Number

001300899

This Schedule is made pursuant to the Microsoft Premier Support Services Description identified above (the "**Services Description**"). The terms of the Services Description and applicable Exhibits are incorporated herein by this reference and by providing payment for the Services under this Schedule You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement and the Services Description.

Term
This Schedule will commence on <u>11/19/2009</u> the "Commencement Date") and will expire on <u>11/18/2010</u> (the "Expiration Date").

1. **PREMIER SUPPORT SERVICES AND FEES.** The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule and applicable fees.

Description of Services – Main Contract
<ul style="list-style-type: none"> • Support Account Management Hours included • Up to 180 Support Assistance Hours • Up to 120 Problem Resolution Support Hours • Unlimited User Access to Premier Online Website
Total Due From Customer: \$86,940

2. **MICROSOFT CONTACT**

Microsoft Contact: Contact for questions and notices about this Schedule and the Services Description:

Microsoft Contact Name:
Address: Microsoft Corporation (Attn: Peter Kyte) 7595 Technology Way, Denver CO 80237
Phone: 425-538-0508
Email: peter.kyte@microsoft.com
Facsimile: 425-936-7329

SAINT LOUIS PUBLIC SCHOOLS

Date: May 19, 2009

To: Kelvin R. Adams, Ph.D.

From: Terry Laster, Chief Information Officer

Agenda Item: 06-11-09-04

Information: ☐

Conference: ☐

Action: ☒

Subject:

Request extension of the Microsoft Services Premier Support to provide problem resolution support that covers I.T. systems 24/7 and training and workshops that keep IT staff up-to-date on the latest technologies. The support will be for the period of June 1, 2009 through November 18, 2009 at a cost not to exceed \$28,980.00.

Background:

As a Premier Support customer, SLPS will be provided flexible assistance that includes proactive planning and support, onsite training and best practices, in-depth workshops, and a comprehensive suite of online information services designed to meet the complex support needs. SLPS will have access to technical support professionals who provide rapid problem resolutions 24 hours a day, seven days a week. Plus, Premier provides a designated Technical Account Manager (TAM) and support team that will help optimize the efficiency of IT and maximize the benefits of Microsoft technology solutions.

CSIP Link#2 - MSIP Link 6.4

\$7245/mo.

Funding Source :981-110-2828-6319-75-100

Requisition No.


Cost not to exceed: \$28,980.00

Recommendation: Approval


Terry Laster, Chief Information Officer


Enos Moss
CFO / Treasurer


Sam Aihie
Executive Director of Budgets


Kelvin R. Adams, Ph.D.
Superintendent

AB
5-19-09

OKC
5/19/09

**SAINT LOUIS PUBLIC SCHOOLS****Date:** November 10, 2009**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Chip Jones, Assoc. Supt., Student Spt. Svcs.**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #:

Agenda Item: 1208-09-03
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve a sole source contract with Touchpoint Autism Services for placement services to be provided November 23, 2009 through June 30, 2009 at a cost not to exceed \$105,600.00

BACKGROUND:

A programmatic option for our most complex students with autism that demonstrate safety concerns to self and others after exhausting all interventions in less restrictive programs across the continuum of service is needed for the District. Presently, there is one student that requires this level of intervention, and it is predicted that 1-2 students a year will need intervention requiring specialized skill/expertise/experience at this level of intervention. The goal will be to improve student outcomes (behavior in an educational setting) to the point services can be provided in a less restrictive setting. Thus, short-term (3-12 months), placement with a focus on assessment, diagnostic instruction, stabilization and then, transition planning toward less restrictive placements is needed.

CSIP: Goal 2**Row:** 137**MSIP:** 7.1.1**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)

Fund Source: 650-1249-6311-828-00	Non-GOB	Requisition #: 10115763
Amount: 105,600.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$105,600.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600013928

Department: Special Education**Requestor:** Dr. Chip Jones

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

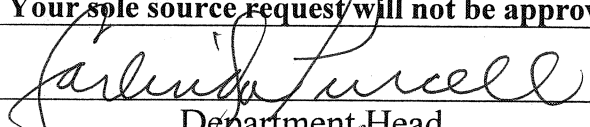
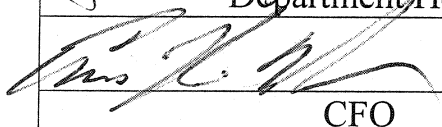
Angela Banks
 Angela Banks, Interim Budget Director

Enos Moss
 Enos Moss, CFO/Treasurer

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



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Dr. Chip Jones	Date: 11/6/09
Department / School: Special Education	Phone Number: 314-345-2250
<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)	
Assessment, diagnostic instruction, stabilization and transition planning toward less restrictive placements for our most complex students with autism. (See the Contract Agreement for additional detail.)	
Vendor Name: Touchpoint Autism Services	Email:
Vendor Contact:	Phone Number
Justification Information	
1. Why the uniquely specified goods are required?	
We need a programmatic option for our most complex students with autism that demonstrate safety concerns to self and others after exhausting all interventions in less restrictive programs across the continuum of services.	
2. Why good or services available from other vendors /competitors are not acceptable?	
There are no other vendors within the region that poses the specialize skill/expertise/experience as it relates to the most complex students with autism that demonstrate safety concerns to self and others after exhausting all intervention in less restrictive program options across the continuum of service.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
N/A	
4. List the Names of other Vendors contacted & Price Quotes:	
N/A	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
 Department Head	11/9/09- Date
 CFO	Date
	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

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

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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

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

AGREEMENT

This Agreement ("Agreement"), to be designated Agreement No. SEO2010-22,
(For Board Use Only)
is made as of the 1st day of November, 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 Touchpoint Autism Services
Company Name
(hereinafter "Contractor") with its principal place of business located at :

1101 Olivette Executive Parkway, Saint Louis, MO 63110,
City / State / Zip Code

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 for designated students in accordance with this Agreement; and

WHEREAS, the Board has determined that the instructional needs of certain District
students would be served in a different school setting; and

WHEREAS, the Board and Contractor have determined to proceed upon the terms and
conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good 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") which includes, as applicable, the target

group(s) of students ("Students"), the number of participants, and any other specific undertakings related to the Services. Contractor shall provide all supplies, materials, and equipment necessary to provide Services as defined in this Agreement unless excepted in writing by the Executive Director of Special Education or designee. Contractor shall not charge a fee of any kind to Students, but may require Students to furnish personal or consumable items on the same terms and conditions that the Board may require student to provide these items. Contractor shall adhere to all Board policies concerning the supervision, discipline, and control of Students. The Board shall, within its sole discretion, select and assign students to receive 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 possess the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor also warrants that Contractor and Contractor's staff meet all certifications and qualifications contained in the Missouri State Plan for Special Education for all Services Contractor will provide. Contractor further warrants and represents that the Services will performed in a professional, good, thorough 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 equipment or 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, at its option, may: (a) require Contractor to re-perform 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 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 of Education shall be deemed to be mutual and severable, and not exclusive.

4. **Licenses and Permits.** Contactor shall obtain at Contractor's expense all licenses and permits necessary to perform Services.

5. **Background Checks.** All Contractor employees and independent contractors providing Services, and any of Contractor's 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 complete background checks conducted by Contractor at no expense to the Board. This background check shall include: (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. No Contractor Staff Member who has been convicted of or plead guilty to a criminal act, or who has been investigated by CD and CD has issued a probable cause finding concerning the individual, will provide Services under this Agreement or be allowed in the facility while Services are being provided. By execution of this Agreement, Contractor certifies it has reviewed the history of all existing Contractor Staff Members to ensure compliance with this provision, and will continue to monitor the criminal backgrounds of all new and existing Contractor Staff Members. Each new Contractor Staff Member will be subject to a background check prior to hiring, and all Contractor Staff Members will be subject to additional background checks, as described above, no less than annually. Contractor will 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.

6. **Reporting.**

A. During the term of this Agreement, Contractor shall 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, address, telephone number, and e-mail address of one (1) individual within 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 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:

1. Any occurrence resulting in death, injury, or property damage in excess of five thousand (\$5,000) involving any Services purchased pursuant to this Agreement; day of occurrence;
2. A change of licensure or certification/accreditation status; 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; day of occurrence;
5. Any litigation pursuant to paragraph 9; within seven (7) days of Contractor's first notification of said litigation.

7. Record Maintenance.

A. The Contractor must maintain auditable and programmatically separate records for all Board students receiving Services, 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 performance of this Agreement at any time during the period of this Agreement.

C. The Contractor shall deliver an original set of records documenting all Services, which shall be satisfactory to the Board, to the Executive Director of Special Education or designee at the end of each contract year.

D. The Board shall provide Contractor with relevant school records and other pertinent information relating to the Student and his or her academic and social performance.

8. Inspection and Provision of Information. The parties agree that, without prior notice, any official representative of the Board may visit and inspect Contractor's facilities,

monitor classes, review course materials, and interview students, faculty, and staff. The parties also agree that:

- a. Contractor shall provide any data records or information requested by the Board within three (3) regular business days of request; and
- b. Contractor's representatives shall meet with Board representatives to discuss any matter the Board deems appropriate. The meeting shall include those Contractor's representatives identified by the Board and take place at a time and place directed by the Board, provided the Board gives at least forty-eight (48) hours' advance notice. If the meeting concerns matters involving health or safety, Contractor agrees to meet as soon as possible, but no more than twenty-four (24) hours after a Board request;
- c. Contractor shall comply with any other reasonable requests made by the Board, and cooperate with the Board in its monitoring efforts.

9. **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 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 state, federal and local statutes, regulations and ordinances, including civil rights, employment

laws, and the Missouri State Plan for Special Education, 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.

11. **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, 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, Contractor shall manage and direct all activities relating to Services.

12. **Facilities.** Contractor shall provide an appropriate classroom facility for its course of instruction 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 the Board's approval. Contractor shall furnish and equip its classroom facility, at Contractor's expense, with appropriate furniture, fixtures, and equipment and shall maintain the facility at all times in a state of good repair and cleanliness.

13. **Meals.** Meals provided by Contractor shall be made available at no additional expense to the Board.

14. **Compensation.**

A. The Board shall pay to the Contractor a total not-to-exceed amount of One Hundred Five Thousand Six Hundred Dollars (\$105,600.00) for performance of the Services, based upon an amount of One Hundred Seventy-five to Five Hundred Dollars (\$175.00 – 500.00) per student attendance day.

B. The Board shall pay to Contractor a rate for each day of attendance for each student up to, but not exceeding one hundred seventy-four (174) days for the regular school year, and up to but not exceeding thirty (30) days for the Extended School Year during the term hereof, for provision for Services. The per diem enrollment rate(s) shall be as described in the attached scope of service for the regular school year and for the extended school year; provided, however, that during the term of this Agreement the amount paid shall not exceed the sum of \$105,600.00. In the event a student withdraws from or becomes incapable of attending the program offered by Contractor, or moves out of the City of St Louis, the Board's obligations herein shall terminate immediately, and the Board shall be required to pay only for Services provided prior to such event.

C. Contractor may submit invoices for fees and costs on a periodic basis, no more than monthly, which shall be satisfactory to the Board, and payment shall be made to the Contractor within 60 days of the Board approval of the invoices.

D. Contractor shall include with each invoice a reporting and description of hours of service in a format and on such forms as approved by the Board.

E. The Board reserves the right to deduct from an invoice any overpayment by the Board on a prior invoice.

F. The Board reserves the right to demand payment from Contractor for any overpayment by the Board to the Contractor.

G. The Board reserves the right to make invoice corrections/changes with appropriate notification to the Contractor.

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 November 1, 2009 through June 30, 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, the Board may terminate this Agreement for convenience and without cause upon forty-five (45) days' written notice to Contractor. 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 educational services to the Students.

17. **Insurance.**

A. Contractor shall maintain occurrence-based insurance, including comprehensive general liability, automotive liability, professional liability, 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 shall 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 shall 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, 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 from the Contractor's actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform, any term, covenant, condition and agreement herein provided to be performed by Contractor.

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. **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.

21. **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.

22. **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:
Office of Special Education
801 North 11th Street
St. Louis, MO 63101
Attn: **Legal Notice Enclosed**

To Contractor: At the address set forth on page one of this Agreement.

23. **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.

24. **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.

25. **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.

26. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

27. **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.

28. **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 estopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.

29. **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 causes 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 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.

30. **Definition.** For purposes of this Agreement, the term "person" shall mean any natural person, firm association, 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.

**Touchpoint Autism Services
1101 Olivette Executive Parkway
St Louis, MO 63110**

**THE BOARD OF EDUCATION
OF THE CITY OF ST. LOUIS**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax I.D. No _____

Attachment A

SCOPE OF SERVICES

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:

I. Services to be provided:

Contractor agrees to provide a 3 - tiered system of educational services for students that display behavioral difficulties in their home school districts. Each student will receive a functional behavioral assessment (FBA) upon program entry to determine the variables that are maintaining their inappropriate responding. A behavior development plan (BD Plan) will then be developed for use at contractor location and the home school district to address problem behaviors as they arise. Regular team meetings will be held in order to facilitate as smooth a transition as possible as well as to incorporate IEP goals into the behavioral strategies that are being employed. A staff sharing system will be put in place to allow for the home school district to successfully implement the behavioral strategies being utilized at contractor location. Within this tiered system of service delivery, the staffing that the student receives will be based upon the specific needs of the child. A trans-disciplinary approach will be fostered whereby participation and representation from the home school district will be present on the treatment team for the child. Discipline specific services such as occupational therapy and speech/language services are included within the rate presented below consistent with what is identified by the IEP team up to 2 hours per week of each service. The following model describes each of the tiers of service delivery and the corresponding level of team involvement with the home school district and contractor:

Tier 1 - The students referred to tier 1 services would be defined as those individuals that would display less risky patterns of unwanted behavior. Students in this category would typically score in the 1-20 range on the Overt Aggression Scale. Assessments of language and verbal functioning would typically be in the Level 3 area of the Verbal Behavior Milestones Assessment and Protocol (VBMAPP).

Tier 2 - The students referred to tier 2 services would be defined as those individuals that would display moderate levels of risk behaviorally. Students in this category would score in the 21-30 range on the Overt Aggression Scale. Assessments of language and verbal functioning would typically be in the Level 1-2 area of the Verbal Behavior Milestones Assessment and Protocol (VBMAPP).

Tier 3 - The students referred to tier 3 services would be defined as those individuals that would display higher risk patterns of unwanted behavior. Students in this category would typically score over 30 on the Overt Aggression Scale. Assessments of language and verbal functioning would be in the Level 1-2 area of the Verbal Behavior Milestones Assessment and Protocol (VBMAPP), but could be higher.

II. Payment:

The following fee schedule will be employed:

Student Tier Level	Staffing Requirements	Per Diem Rate
1	1:4	\$175
2	1:1	\$300
3	2:1	\$500

Note: Request for payment must be presented within 60 days of the end of the contract period.

All persons providing Service shall possess the necessary requirements for their discipline according to the Missouri State Plan for Special Education.

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 interests of the Board against all hazards or risks of loss, as hereunder specified:

Comprehensive 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 per occurrence with an aggregate coverage amount of \$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 agents and employees from and against all claims, damages, loss, and expenses, including attorney's fees arising out of or resulting from the performance of Services, caused in whole or in part by any act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Board or any of its agents or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall 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.

It is further agreed that Contractor shall be as fully responsible to the Board for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provision to be inserted in all subcontracts relating to the insurance coverages required by this Agreement so as to bind all subcontractors to the same specifications that bind the Contractor.



SAINT LOUIS PUBLIC SCHOOLS

Date: November 10, 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: 12-03-09-04
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve a sole source purchase of Passport Reading Journeys III Program from Voyager Expanded Learning to be provided immediately and used through June 2, 2010 at a cost not to exceed \$15,000.00.

BACKGROUND:

Vashon High School will implement a reading course. The purpose of this class is to provide additional support for those students who would be considered "below basic" or "basic" on the EOC Exam. There are 60 slots available for students in the program at one time. Selection will be based on three criteria, reading level as determined by the SRI, score on the practice EOC Exam, and the score on the writing diagnostic scored on the 6 Traits of Writing Rubric. The following formula will be used to determine an overall score to aid selection and monitor progress. It determines the degree to which a student is above or below the desired levels for students. It sets the expected lexile level at 1220 (10th grade), the practice EOC Exam scored at 59% (proficient as determined by DESE), and 24 on the 6 Traits rubric (equivalent to 80%). It weighs the scores with SRI score being most important, EOC score second and writing third. ((SRI Score/1220)*3)+((EOC Score/59)*2)+(6 Traits Score/24)=Selection Coefficient.

CSIP: Goal 1: Performance

Row: 18

MSIP: 6.3.3

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

Fund Source: 230-1177-6312-183-AD	Non-GOB	Requisition #: 10115742
Amount: 15,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$15,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600000294

Department: Vashon High School

Requestor: Barbara L. Sharp

Dr. Carlinda Purcell, Dep. Supt., Academics

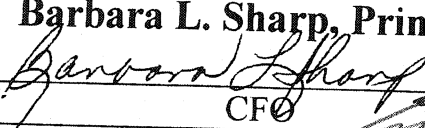
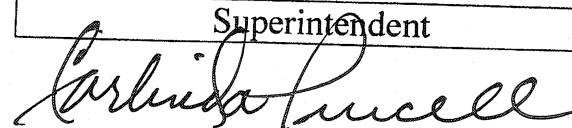
Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Barbara L. Sharp	Date: November 3, 2009
Department / School: Vashon High School	Phone Number: 314-533-9487
<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)	
Voyager Expanded Learning, Inc. is the sole source vendor for the Passport Reading Journey program.	
Vendor Name: Voyager Expanded Learning	Email: tjones@voyagerlearning.com
Vendor Contact: Tai Jones	Phone Number: 888-399-1995 Ext. 7409
Justification Information	
1. Why the uniquely specified goods are required?	
This reading program is targeted at students in high school that are severely behind in reading.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Other programs the district has purchased are used at previous grade levels. A new program was chosen to avoid the possibility of redundancy.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
The program was piloted at Carnahan and was credited with helping them attain AYP.	
4. List the Names of other Vendors contacted & Price Quotes:	
The selection committee for the 9 th grade reading program chose the "language" program over Voyager primarily because of the technology requirements of Voyager. However, Voyager was preferred over the other 4 programs considered. Cost comparisons were not made available to the selection committee.	
<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:	
Christopher Martens	November 3, 2009
Department Head	Date
Barbara L. Sharp, Principal	November 3, 2009
 CFO	Date
Superintendent	Date
	11/9/09

JKC

Sole Source Checklist

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

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

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

- Document delivery date and quotes from at least two other vendors

- Document rationale in support of treating the delivery date as mission critical

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

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



To Whom It May Concern:

Voyager Expanded Learning, Inc. is the sole source vendor for the following products:

TimeWarp® Plus Series: Grades K-9, teacher materials and student materials. A summer school intervention system that is sold solely by Voyager Expanded Learning, Inc.

Voyager Passport® Reading Intervention: Grades K-5, teacher materials and student materials. A reading intervention system that integrates with other reading programs that is sold solely by Voyager Expanded Learning, Inc.

California Voyager Passport® Reading Intervention: Grades 4-8, teacher materials and student materials. A complete reading/language arts system that is sold solely by Voyager Expanded Learning, Inc.

Ticket to Read®: Student-centered online component offering more time on task and improved reading performance that is sold solely by Voyager Expanded Learning, Inc.

Passport Reading Journeys™: Grades 6-10, teacher materials and student materials. An accelerated reading intervention series for middle and high school students that is sold solely by Voyager Expanded Learning, Inc.

Voyager Pasaporte™ Spanish Reading Intervention: Grades K-3, teacher materials and student materials. A Spanish reading intervention system that is sold solely by Voyager Expanded Learning, Inc.

Vmath® Series: Grades 2-8, teacher materials and student materials. A targeted math intervention system that is sold solely by Voyager Expanded Learning, Inc..

VmathLive®: Technology program – Grades 2-8. An online program that provides interactive math activities that is sold solely by Voyager Expanded Learning, Inc., in the United States.

Vmath® Texas Edition: Grades 2-8, teacher materials and student materials. A targeted math intervention system aligned with the TEKS that is sold solely by Voyager Expanded Learning, Inc..

Vmath® Summer Adventure: Grades K-8, teacher materials and student materials. A summer school math intervention system that is sold solely by Voyager Expanded Learning, Inc..

Voyager Universal Literacy System®: Grades K-3, teacher material and student materials. A complete reading system that is sold solely by Voyager Expanded Learning, Inc.

VoyagerU®: Professional development courses designed to increase K-8 teachers' knowledge and skills in reading instruction. Comprehensive Courses include Reading Academy, Reading for Understanding, Getting Reading Results: A Continuous Improvement Process, and Getting Reading Results: Content Integration. Targeted Courses include Small Group Intervention, Vocabulary, Fluency, and Content Integration.

All of Voyager's original works of authorship are entitled to registration with the Copyright Office. Registration with Copyright Office, however, is not a prerequisite of obtaining copyright ownership. Copyright ownership and the right to register exist as soon as the work of authorship is fixed in a tangible way. We register all our original works.

Should you have any questions, please call 1-888-399-1995.

Sincerely,

Brad Almond

Brad Almond
Chief Financial Officer

**Missouri Department of Elementary and Secondary Education
ST. LOUIS CITY (115115)
FINAL Adequate Yearly Progress**
CARNAHAN SCH. OF THE FUTURE 1500
Grade Span: 09 -11 Title I School:Yes**

2009	Groups*	Met
Communication Arts	3	3
Mathematics	3	0
Additional Indicator:	Met	
Required Action: Title I No Sanctions		

Overall Status		2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Communication Arts Status							Not Met		Met					
Mathematics Status							Not Met	Met	Not Met					
Additional Indicator Status							Met	Met	Met					
COMMUNICATION ARTS		2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
Annual Proficiency Target		18.4	19.4	20.4	26.6	34.7	42.9	51.0	59.2	67.4	75.5	83.7	91.8	100.0
School Total (All Kids)	PROF	.	.	.	.	.	8.8 * NP	.	69.5 * Y					
	GROWTH + PROF PCT							.	69.5					
	LND/PR	.	.	..	.	.	0	.	3.1					
Asian/Pacific Isl.	PROF			.	.	.	50 --	.	0 --					
	GROWTH + PROF PCT							.	0					
	LND/PR			..	.	.	0	.	0					
Black	PROF	.	.	.	.	.	8.2 * NP	.	68.6 * Y					
	GROWTH + PROF PCT							.	68.6					
	LND/PR	.	.	..	.	.	0	.	3.4					
Hispanic	PROF	.	.	.	.	.	0 --	.	.					
	GROWTH + PROF PCT							.	.					
	LND/PR	.	.	..	.	.	0	.	.					
American Indian	PROF	.	.	.	.	.	.	.	.
	GROWTH + PROF PCT							.	.					

Hispanic	PROF	.	.	.	.	.	0	50	0					
	GROWTH + PROF PCT							50	0					
	LND/PR	.	.	..	.	.	0	0	100					
American Indian	PROF	.	.	.	.	.	.	.	.
	GROWTH + PROF PCT							.	.					
	LND/PR	.	.	..	.	.	.	.	.
White	PROF	.	.	.	.	.	0	37.5	36.4					
	GROWTH + PROF PCT							37.5	36.4					
	LND/PR	.	.	..	.	.	0	0	0					
Other/Non- Response	PROF	.	.	.	.	.	.	.	.
	GROWTH + PROF PCT							.	.					
	LND/PR	.	.	..	.	.	.	.	.
F/R Lunch	PROF	.	.	.	.	.	2.3 NP	18.6 * S	16.7 * NP					
	GROWTH + PROF PCT							18.6	16.7					
	LND/PR	.	.	..	.	.	0	0	1.5					
IEP	PROF	.	.	.	.	.	0	0	0					
	GROWTH + PROF PCT							0	0					
	LND/PR	.	.	..	.	.	0	0	0					
LEP	PROF	.	.	.	.	.	0	0	33.3					
	GROWTH + PROF PCT							0	33.3					
	LND/PR	.	.	..	.	.	0	0	25					
Attendance/Graduation		.1	.1	.1	.1	.1	93.3|0	93.7|0	94.9 0					

**World Literature End of Course Exam Intervention Plan
Vashon High School
September 22, 2009**

- DRAFT-

1. Introduction

1.1 Purpose and Goal

The goal of the Vashon 10th Grade Communication Arts Intervention team is to reach the targets set by AYP for the 2009-2010 school year, namely 59.2% of students reaching the “Proficient” or “Advanced” level on the End of Course Exam (EOC).

The purpose of the team is to proactively address students who are at risk of scoring “Basic” or “Below Basic” on the EOC Exam. This will be done through regular assessment, intervening instruction based on those assessments, reflection on progress and gaps, and making necessary adjustments. The team seeks to combine classroom teachers and administrative elements to most effectively move students at Vashon forward.

1.2 Intervention Team

The intervention team, referred to as the team hence forth, is made up of the following individuals

Alice Terrell – Teaching and Learning Facilitator for Communication Arts
Chris Martens – Communication Arts Department Chair and World Literature Teacher
Anne Spence – Intervention Class Teacher
Rachel Moskal – Intervention Class Teacher
Benjamin Taylor – World Literature Teacher

2. Reading Intervention Class

2.1 Purpose and Goals

The purpose of this class is to provide additional support for those students who would be considered “below basic” or “basic” on the EOC Exam. This student is typified as being at least two years below grade level in reading, lacking knowledge of basic literary concepts, and a struggling writer. This is the population that is traditionally least addressed within a Communication Arts classroom, but needs the most individual attention to make significant gains. The ultimate goal of this course is to move students towards proficiency on the EOC Exam as part of our overall school goal. To measure this, the class will set targets of at least two years of growth in reading and one and a half squares of growth on the 6 Traits of Writing rubric. The curriculum that has been selected for this program, Voyager Journeys, has a proven track record of success, including a demonstrated two year gain in reading level for students at Carnahan High School.

2.2 Selection and Removal

There are 60 slots available for students in the program at one time. Selection will be based on three criteria, reading level as determined by the SRI, score on the practice EOC Exam, and the score on the writing diagnostic scored on the 6 Traits of Writing Rubric. The following formula will be used to determine an overall score to aid selection. It determines the degree to which a student is above or below the desired levels for students. It sets the expected lexile level at 1220 (10th grade), the practice EOC Exam score at 59% (proficient as determined by DESE), and 24 on the 6 Traits rubric (equivalent to 80%). It weights the scores with SRI score being most important, EOC score second and writing third.

$$((\text{SRI Score}/1220)*3)+((\text{EOC Score}/59)*2)+(\text{6 Traits Score}/24)=\text{Selection Coefficient}$$

As an example, as student who scored 1220 on the SRI, 59% on the EOC, and a 24 on the writing diagnostic would have a coefficient of 6. A student who is well above grade level with scores of 1500, 80%, and 30 respectively would have a coefficient of 7.65. A student who is well below grade level with scores of 900, 25%, and 15 would have a coefficient of 3.69.

The 60 students with the lowest combined score will be selected. If students are missing data points, then the team will show preference to those students with low reading scores.

At the end of each term, data for all of the students will be evaluated, including SRI scores and Voyager assessments. If a student has demonstrated a level of growth that shows that they are performing on grade level, then they will be removed from the class. Additionally, if there is a significant attendance issue to the point where the classroom teacher feels that achievement is being significantly impaired, that student will be removed from the class. This can include days missed due to excused absences, unexcused absences, and suspension.

At term, the team will look at the available number of slots available due to removal due to growth, attendance, transfer to another school, or withdrawal from Vashon. Any updated data will be entered into the same formula that was used for the initial selection and spots will be filled by students with the lowest combined score and that meet the attendance criteria.

2.3 Resources

The following resources have been requested, to be funded from the Title 1 grant that Vashon has received.

1. *Passport Reading Journeys* Program

Students will participate in the *Passport Reading Journeys* program aimed at remedial readers. According to their own website, "Passport Reading Journeys combines high-interest reading expeditions with research-based instruction to capture interest and accelerate learning. The program includes, "compelling stories and topics delivered with vigorous instruction in fluency, vocabulary, and comprehension." One component of the program is Strategic Online Learning Opportunities (SOLO), which gives students exciting online practice with instant feedback. The program also includes an assessment tool, VPORT®, which is a data management system that allows

the instructor to track student performance on Reading Benchmarks, VIP Benchmarks, and Comprehension and Vocabulary Assessments. The program makes use of technology by utilizing videos and interactive software. The cost for the curriculum, classroom materials, and two days of training for two teachers is \$16,500.

2. Dell Mobile Computer Lab

In order to make full use of the Voyager reading program, and to support writing instruction, it is necessary for students to have frequent and dependable access to computers. Providing a mobile lab is the most efficient way to assure that we have working computers available for the students to use for writing, interactive software, and assessment. The cost for the mobile lab with a secure cart is \$35,500.

3. Promethean Activeboard System

A Promethean Activeboard system will improve instruction; make full use of the *Passport Reading Journeys*, and support frequent, meaningful assessment. The system allows a teacher to guide students through interactive software in whole class instruction. Additionally, it provides an interactive system of assessment that produces immediate data. The system can also be used to effectively view online resources and instructional videos. The cost for two installed board with active expression assessment tools is \$9,500.

3. Interventions for Basic Students

3.1 Intervention Period Instruction

Vashon is currently implementing a school wide intervention program for all students, and this provides an opportunity to address the needs of student performing at the basic level. In order to preserve the student's ability to participate in tutoring and academic clubs, this will take place on Tuesdays. With members of the intervention team rotating teaching responsibilities, there will be two classes available, for a total of 60 students.

3.1.1 Identification

Classroom teachers will look at available data sources such as SRI scores, PLC created assessments, and teacher created formative assessments to determine students who are struggling. In order to have the widest impact overall, students who are enrolled in the Intervention Class will not participate in the Intervention Period Instruction. A list of students who are performing on a basic level will be established before the end of the first term so that the team can effectively coordinate the intervention program. Ever five weeks, the team will reassess the list of students who are participating in the intervention.

3.1.2 Curriculum and Instruction

The team will collaborate to develop a curriculum that addresses the areas of greatest need as determined by the results of the 2009 EOC Exam and the practice EOC Exam given in August of 2009. For each of these skill, a member of the team will design a lesson to be given that will instruct students, give students a large amount of practice in this skill, and assess them at the end of the lesson. These

lessons will be targeted at the GLE and DOK level that will be seen on the EOC and attempt to mimic the EOC as much as possible. Depending on the number of students, one or more members of the team may be instructing during this period. At regular intervals, the team will review data collected during the intervention and during regular World Literature to determine the effectiveness of the instruction and adjust course as necessary.

3.2 After School Tutoring

For students who are performing at the basic level and not showing progress towards the proficient level will have the opportunity for additional help after school with a tutor.

3.2.1 Identification and Communication

Classroom teachers will look at available data sources such as SRI scores, PLC created assessments, and teacher created formative assessments to determine students who are struggling. A student may be selected for tutoring for either overall performance or difficulty with one skill. It will be the responsibility of the classroom teacher to communicate formally with the tutor, identifying which students to expect and what skills that they are struggling with.

The number of students who are selected for tutoring will depend on the number of tutors available. Ideally, the ratio of students to tutors will be either four to one or five to one. Students will be actively engaged until the activity bus arrives, allowing students to return home.

3.2.2 Curriculum

Tutors would work directly with the team to develop a purposeful curriculum that both target the needed skill for the student who will be attending and fit in with concurrent classroom activities. Depending on the needs and resources, this may be a readily available curriculum or be created by the team and the tutors. This should be flexible to directly address the needs of the particular students who are attending tutoring. It will be important to provide tutors with the resources to remediate and enrich for the skills that we have identified, allowing them to teach to the level that the students are actually on. Additionally, tutors will be expected to actively engage students for the entire tutoring period, limiting any intrusion to the larger school

3.2.3 Incentives

In order for a tutoring program to be effective, especially one that is intended to address skills and not grades, attendance and buy in is necessary. Thus a system of incentives needs to be in place to encourage students to participate fully. The team will actively seek out opportunities and resources from community partners to provide incentives for students who participate and show progress towards proficiency.

3.2.4 Resources

1. Tutors

Funding for at least two tutors to work with students after school twice per week in coordination with classroom teachers will be needed. Responsibilities would include working with individual students and small groups, working with classroom teachers to develop curriculum and activities to address areas of struggle, and communicate with members of the team about progress.

2. Incentives for Students

As stated previously, the team will seek the support of community partners for incentives for students, thus little finding will be required for student incentives. There may be a need to provide snacks or refreshment for identified students.

Doss, Lori A.

From: rachelmoskal@gmail.com on behalf of Rachel Moskal [rachel.pedersen@slps.org]
Sent: Tuesday, November 03, 2009 2:12 PM
To: Doss, Lori A.
Subject: Fwd: Voyager Data

----- Forwarded message -----
From: **Brown, Brandon S.** <Brandon.Brown@slps.org>
Date: Fri, Oct 9, 2009 at 6:19 AM
Subject: Voyager Data
To: rachelmoskal@gmail.com

Growth in Lexile Reading Level:

October: 562 (3.1 grade equivalent)

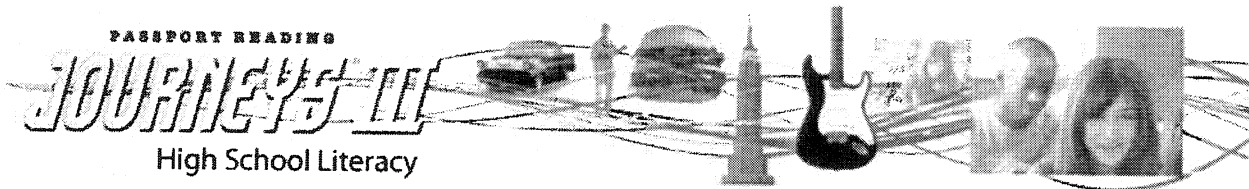
May: 835 (5.3 grade equivalent)

Growth in Fluency (1:00 timed read):

October: 88 words per minute

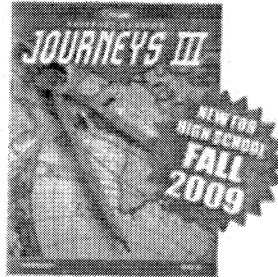
May: 151 words per minute

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Rachel Moskal
Communication Arts Teacher
Vashon High School
3035 Cass Ave
St. Louis, MO 63106



Compelling High School Literacy Instruction for Struggling Readers

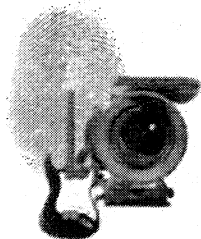
Passport Reading Journeys III is effective literacy instruction in comprehension, academic language, and writing embedded in stimulating content to promote the transfer of reading skills into real-life practice.



Click for details, sample lessons and more.

Curriculum Features

Intense Instruction Targeted lessons build reading skills students need for success.



Motivation

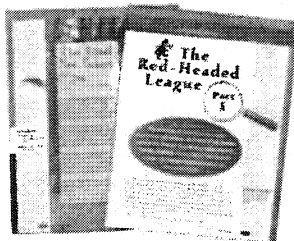
The most important factor in approaching struggling high school readers is motivating them to participate in the learning process. *Passport Reading Journeys III* includes 14 two-week Expeditions related to high-interest science, social studies, and fine arts topics that are relevant in modern society and inspire students to engage in reading.



Photo by Passport Reading Journeys III Classroom

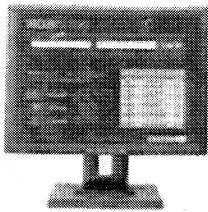
High-Interest Reading

The Student Anthology features fiction and nonfiction to match literature with reading instruction. Academic textbook selections within the student materials enable adolescents to delve deeper in the numerous topics. Career highlights enhance the relevancy of the topics.

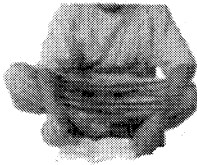


Exciting Videos Each Expedition opens with compelling videos that engage student interest and provide important background knowledge. Students investigate the Internet, music trends, criminology, fashion, military life, visual arts, and other relevant, high-interest topics. *Passport Reading Journeys III* provides valuable opportunities for students to read, learn, and discuss. **Passport Reading Journeys Library** The

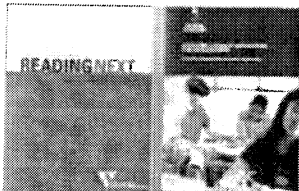
Passport Reading Journeys III Library brings to the classroom a diverse collection of winning and distinctive novels and short stories for partnered reading. **Online Learning** and



vocabulary component. Passport Reading Journeys III, provides students with a rich, interactive experience in academic vocabulary and comprehension. Available 24/7, VocabJourney is adaptive to respond to the needs of the individual student.



Assessment A multi-stage assessment system provides teachers with a complete picture of student progress and achievement. Reading Benchmark Assessments powered by the Lexile Framework for Reading®, Comprehension and Vocabulary weekly assessments, and Semester Exams are accompanied by self-assessments through the online vocabulary component.



Research-Based Aligned to state standards, *Reading Next* and *Academic Literacy Instruction for Adolescents*, Passport Reading Journeys III provides the instruction vital to helping students succeed in academic coursework and their reading scores on state tests.

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PASSPORT READING JOURNEYS Results

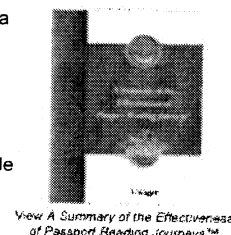
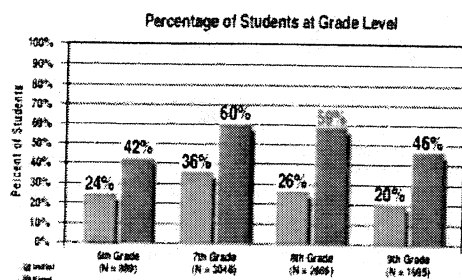


It's Never Too Late For Intervention

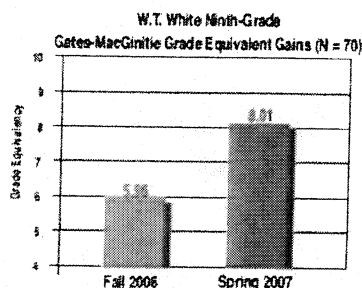
Passport Reading Journeys has had a powerful impact on student performance at all grade levels. Both independent data and Voyager assessments confirm the effectiveness of *Passport Reading Journeys*.

National Results: Grades 6-9

After one year in *Passport Reading Journeys*, more students at each grade level finished the year reading within the grade level range. The chart below shows the percentage of students who were in the grade-level interquartile range at the beginning and end of the year.



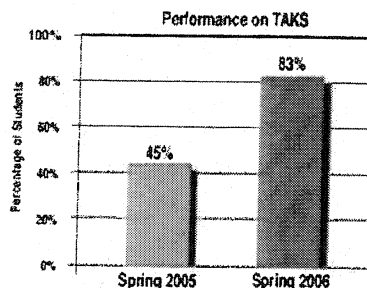
Two Years Gain in One Year



On the Gates-MacGinitie assessment, these ninth-grade students demonstrated two years of academic growth over just one academic year, moving from reading at a 5.96 grade level in Fall 2006 to 8.01 in Spring 2007.

High-Stakes Achievement

Students in Dallas, Texas, showed outstanding gains on the Texas Assessment of Knowledge and Skills (TAKS).

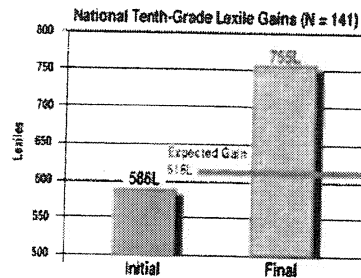


Eighty-three percent of students in *Passport Reading Journeys* passed the ELA strand of the TAKS at the end of ninth grade. Forty-five percent of these students passed the assessment the previous year.

High School Students

The charts below show Lexile gains for high school students in *Passport Reading Journeys*.

After approximately 30 weeks in the program, tenth graders gained 169 Lexiles, 139 Lexiles more than the expected gain for these students.

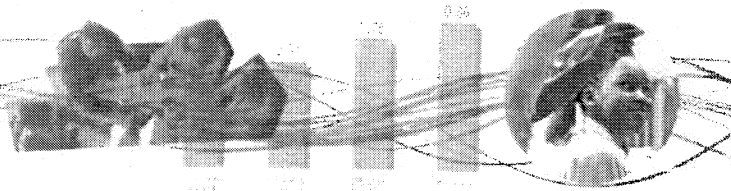


This is the first time since we began administering the Arizona High Stakes Test (AIMS) in 2000 that we have had results where 50 percent or more of our students passed the reading portion of the assessment. This is 110 percent because of Passport Reading Journeys.

Marti Gilmore, Principal Kayenta Middle School, Kayenta, Arizona



PASSPORT READING JOURNEYS Research



Meets *Reading Next* Recommendations

Reading Next recommended several elements necessary for an effective adolescent literacy program. *Passport Reading Journeys* incorporates each of these instructional recommendations.

Direct, explicit comprehension instruction: Includes teacher modeling, such as think-alouds, demonstrating to students strategies to use during reading.

Integration of content-area texts: Integrates vocabulary and comprehension instruction with science, social studies, and fine arts content students find most challenging.

Motivation: Uses DVDs, high-interest reading passages, and online technology to gain student interest.

Text-based collaborative learning: Gives students time to discuss and respond in writing as they construct solid understanding of the content.

Strategic tutoring: Small-group instruction and technology application allow teachers to target specific needs of struggling readers.

Diverse texts: Features varied, engaging topics at different readability ranges as determined by the Lexile Framework for Reading and allows students a considerable degree of choice.

Writing: Includes writing in response to reading activities and specific writing lessons to maximize the link between comprehension and writing.

Technology: Incorporates computer-assisted instruction, and offering struggling readers self-paced, individualized instruction that includes immediate feedback and multiple opportunities for practice.

Assessment: Embeds ongoing progress monitoring and formative and summative assessments to guide instruction and determine student success.

Professional development: The training model for *Passport Reading Journeys* builds capacity and facilitates a successful implementation.

Passport Reading Journeys
Beginnings - II

Passport Reading Journeys III

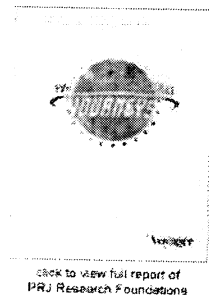
The Passport Reading Journeys Design Team



Sharon Vaughn, Ph.D. Principal Design Advisor Sharon Vaughn, Ph.D., is the H. E. Hartfelder/Southland Corporation Regents Chair at the University of Texas. She directed the Vaughn Gross Center for Reading and Language Arts at the University of Texas, and is the Co-Principal Investigator at the National Research and Development Center on English Language Learners.



Donald D. Deshler, Ph.D. Donald D. Deshler, Ph.D., is a professor in the School of Education and director of the Center for Research on Learning (CRL) at the University of Kansas. Dr. Deshler served as an adviser for *Reading Next: Vision for Action and Research in Middle and High School Literacy* (2004) from the Carnegie Foundation.





Janette Klingner, Ph.D. Janette Klingner, Ph.D., is an Associate Professor of Education at the University of Colorado at Boulder. She is an Associate Editor for the *Journal of Learning Disabilities*, and on the editorial boards for eight additional journals. In 2004, she was honored with AERA's Early Career Award for outstanding research.



Susan De La Paz, Ph.D. Susan De La Paz, Ph.D., is a tenured professor in Santa Clara University's School of Education, teaching courses in both Teacher Education and Special Education. Her research focuses on the area of writing for students with and without learning disabilities, and many of her interventions have focused on students at the secondary level.



Diane August, Ph.D. Diane August, Ph.D., is a Senior Research Scientist at the Center for Applied Linguistics located in Washington, D.C. She serves as the Principal and Co-Principal Investigator for two federally funded studies investigating the development of literacy in in English language learners.

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**SAINT LOUIS PUBLIC SCHOOLS****Date:** November 10, 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: 12-03-09-05
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To purchase equipment and software from Learning Concepts, Inc. for the period beginning December 4, 2009 through June 30, 2010 at a cost not to exceed \$24,011.90.

BACKGROUND:

This equipment and software is being purchased for the Computer Networking Program at Gateway Institute of Technology. This will provide students opportunities to repair computers consistently for system faults set by the instructor through software and circuit board PROMS. This will also provide A+ training manuals and test preparation materials to allow students to gain industry certification.

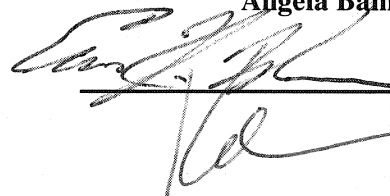
CSIP: Goal 2: Process Performance**Row:** 39**MSIP:** 7.3.3**FUNDING SOURCE: (Fund Type – Function – Object Code – Location Code – Project Code)**


Fund Source: 290-1394 826-KZ-290 6411	Non-GOB	Requisition #: 10115704
Amount: \$23,644.95		
Fund Source: 290-1394 826KZ-290 6441	Non-GOB	Requisition #: 10115705
Amount: \$366.95		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$24,011.90	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600012724

Department: Career & Technical Ed.**Requestor:** Frank J. Logan, Sr.


 Dr. Carlinda Purcell, Dep. Supt., Academics

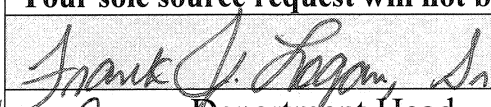
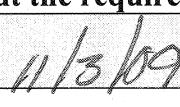
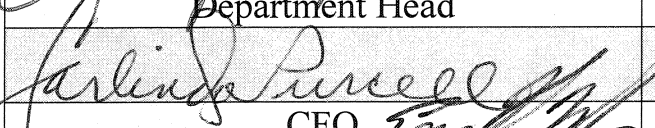
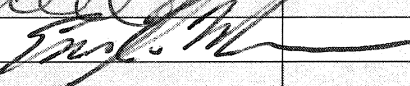

 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Frank J. Logan	Date: March 18, 2009
Department / School: Career & Tech. Ed.	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 specialized supplies/equipment to upgrade the Computer Networking Lab at Gateway Institute of Technology.	
Vendor Name: Learning Concepts	Email:
Vendor Contact: Attached Req from Quote	Phone Number: 1-800-289-6463
Justification Information	
1. Why the uniquely specified goods are required?	
Specific for this program.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Vendor specific for this program.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
N/A	
4. List the Names of other Vendors contacted & Price Quotes:	
N/A	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
 Department Head	 Date
 CFO	 Date
 Superintendent	 Date

REQUISITION # 10112104

CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM

G/L ACCT 6411 COST CENTER 826-62-90 Fund 290-0394

SHIP TO:

Plant/Storage Location: _____
School: Gateway IT
ATTN: Christopher Sparks /
Address: 5101 McRee Ave.
St. Louis, MO 63110
Phone: 314-776-3300 Room ext: 233

Vendor Code: _____ Commodity Code _____
Vendor Name: Learning Concepts, INC
Address: 15227 W. 147th Street
Olathe, KS 66062-4796
Phone No: 800-289-6463 Fax No: 877-289-6263

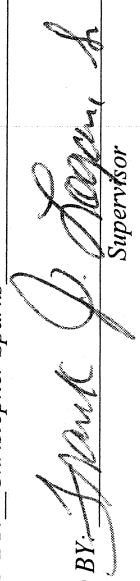
CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
EZ-900-01	5	945.00	4725.00		A+ Essentials portion of A+ Training
EZ-900-02	5	875.00	4375.00		IT Technician portion of A+ Training
EZ-900-03	5	625.00	3125.00		Depot Technician portion of A+ Training
EZ-900-04	5	550.00	2750.00		Help Desk portion of A+ Training
EB-900-90	1	795.00	795.00		PC Fundamentals ISM (A+)
EZ-910-L	1	205.00	205.00		Reference Library for A+ Test Preparation
EZ-806-30	1	975.00	975.00		PC Display Systems Workstation Kit
EZ-806-40	1	775.00	775.00		PC Display Systems Student Kit
EZ-806-50	1	245.00	245.00		PC Display Systems Instructor Kit
EZ-907-30	1	975.00	975.00		PC Laser Printers Workstation Kit
EZ-907-40	1	875.00	875.00		PC Laser Printers Student Kit
EZ-907-50	1	345.00	345.00		PC Laser Printers Instructor Kit
Total: \$20165.00					

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: 11/02/09

REQUESTED BY: Christopher Sparks

APPROVED BY:  Supervisor

DATE: 11/2/09

CAREER AND TECHNICAL EDUCATION
ST. LOUIS PUBLIC SCHOOLS
REQUEST FOR PURCHASE FORM

G/L ACCT 6411 COST CENTER 828-K2310 Fund 290-1394

SHIP TO:

Plant/Storage Location: _____
 School: Gateway IT
 ATTN: Christopher Sparks /
 Address: 5101 McRee Ave.
St. Louis, MO 63110
 Phone: 314-776-3300 Room ext: 233

Vendor Code: _____ Commodity Code _____
 Vendor Name: Learning Concepts, INC
 Address: 15227 W. 147th Street
Olathe, KS 66062-4796
 Phone No: 800-289-6463 Fax No: 877-289-6263

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
EZ-903-30	1	975.00	975.00		Networking Technology Workstation Kit
EZ-903-40	1	775.00	775.00		Networking Technology Student Kit
EZ-903-50	1	245.00	245.00		Networking Technology Instructor Kit
EB-903-90	1	795.00	795.00		Network Technologies and Practices Instructor Support Module
EZ-914-10-N	4	70.00	280.00		Network+ Test Preparation – Network version
EZ-914-50	1	14.95	14.95		Network+ Certification Test Preparation Instructor's Guide
Shipping	1	395.00	395.00		Shipping Estimate, not to exceed.
Total: \$3479.95			<u>\$23,644.95</u>		

SEND FORM(S) TO:

REQUESTED BY: Christopher SparksDATE: 11/02/09

APPROVED BY: Frank J. Harper, Jr.
 Supervisor

DATE: 11/02/09

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

6441
G/L ACCT
COST CENTER
826-KZ-240
Fund
290-1394

Plant/Storage Location: _____
 School: Gateway IT _____
 ATTN: Christopher Sparks / Nation _____
 Address: 5101 McRee Ave. _____
 St. Louis, MO 63110 _____
 Phone: 314-776-3300 Room ext: 233

Vendor Code: _____ Commodity Code _____
 Vendor Name: Learning Concepts, INC _____
 Address: 15227 W. 147th Street _____
 Olathe, KS 66062-4796 _____
 Phone No: 800-289-6463 Fax No: 877-289-6263

CATALOG NO.	QUANTITY	UNIT COST	EST. COST	MODEL NO.	DESCRIPTION OF ITEM
EZ-910-10N	5	70.00	350.00		A+ Certification Test Preparation Software -Networked Version
EB-910-50	1	16.95	16.95		A+ Test Preparation Instructor's Guide
TOTAL ESTIMATED COST				\$366.95	

SEND FORM(S) TO:

DATE: 11/02/09

*Paul Cady
Career and Technical Education
801 North 1st Street
St. Louis, MO 63101
Phone: 314-345-4532
FAX: 314-345-4540*

Learning Concepts, Inc.

15221 W. 147th Street
Olathe, KS 66062-4796

phone: 800-289-6463 fax: 877-289-6263

Price Quotation

DATE	QUOTE #
10/1/2009	361

NAME / ADDRESS

Gateway IT High School
William Nation
5101 McRee Ave.
St. Louis, MO 63110

PROJECT

A+ and Network+

#	DESCRIPTION	PART #	QTY	RATE	TOTAL
1	A+ Essentials portion of A+ Training	EZ-900-01	5	945.00	4,725.00
2	IT Technician portion of A+ Training	EZ-900-02	5	875.00	4,375.00
3	Depot Technician portion of A+ Training	EZ-900-03	5	625.00	3,125.00
4	Help Desk portion of A+ Training	EZ-900-04	5	550.00	2,750.00
5	PC Fundamentals ISM (A+)	EB-900-90	1	795.00	795.00
6	A+ Certification Test Preparation Software - Networked Version	EZ-910-10N	5	70.00	350.00
7	A+ Test Preparation Instructor's Guide	EB-910-50	1	16.95	16.95
8	Reference Library for A+ Test Preparation	EZ-910-L	1	205.00	205.00
9	PC Display Systems Workstation Kit	EZ-806-30	1	975.00	975.00
10	PC Display Systems Student Kit	EZ-806-40	1	775.00	775.00
11	PC Display Systems Instructor Kit	EZ-806-50	1	245.00	245.00
12	PC Laser Printers Workstation Kit	EZ-907-30	1	975.00	975.00
13	PC Laser Printers Student Kit	EZ-907-40	1	875.00	875.00
14	PC Laser Printers Instructor Kit	EZ-907-50	1	345.00	345.00
15	Networking Technology Workstation Kit	EZ-903-30	4	975.00	3,900.00
16	Networking Technology Student Kit	EZ-903-40	4	775.00	3,100.00
17	Networking Technology Instructor Kit	EZ-903-50	4	245.00	980.00
18	Network Technologies and Practices Instructor Support Module	EB-903-90	1	795.00	795.00
19	Network+ Test Preparation Software - Network version	EZ-914-10-N	4	70.00	280.00
20	Network+ Certification Test Preparation Instructor's Guide	EZ-914-50	1	14.95	14.95
21	Shipping Estimate, not to exceed.	Shipping	1	395.00	395.00
				TOTAL	\$29,996.90



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PC TECHNOLOGY

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[Network + Certification Test Prep](#) [PC Display Systems](#) [Technology Literacy](#)

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Select of Topic



A+ CERTIFICATION TEST PREPARATION PROGRAM {EVS-910}



Heathkit's A+ Certification Test Preparation Program is second to none. Our interactive CD lets students answer practice questions that test their overall knowledge - thereby building confidence before taking the actual A+ Certification exams. Our test preparation software is a valuable assessment tool that allows you to carefully monitor a student's progress from start to finish. It's designed to highlight technology areas that have been mastered and pinpoints those concepts requiring additional study - we call it our Interactive Assessment Tool. Heathkit's Interactive Assessment Tool allows students to concentrate on their weakest areas of study and not waste time searching through mastered subject areas. It's the most cost-effective, thorough way to prepare for A+ Certification testing.

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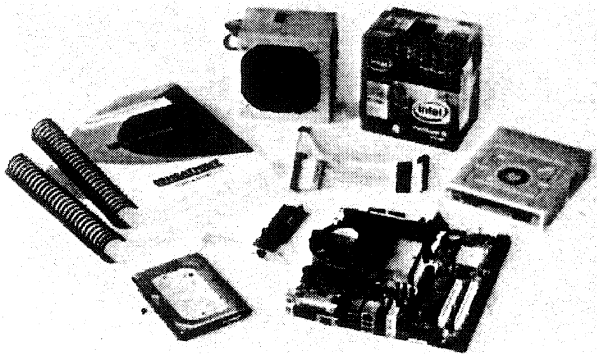
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PC FUNDAMENTALS (EVS-900)



PC Fundamentals is designed to develop the technical skills measured by the new CompTIA A+ Certification exam. Designed to fill a semester, the 60 plus-hands-on exercises take a student through the construction, upgrading, troubleshooting, and repair of common problems found in a contemporary Windows PC. Repeatable hardware problems are inserted with Heathkit's OmniFIRM, as well as a series of window "bugs" were created in a range of levels guaranteed to challenge each student at an appropriate level. Heathkit's PC Fundamentals prepares and qualifies students to take the CompTIA A+ Certification exam in one comprehensive course. It also contains elements that will prepare your students for the Skills USA Championships Computer Maintenance Technology contest.

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PC TECHNOLOGY

[PC Fundamentals](#) [A+ Certification Test Prep](#) [PC Maintenance](#) [PC Laser Printers](#) [Networking Technology and Practices](#)
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PC LASER PRINTER MAINTENANCE & REPAIR (EVS-907)



Prepare Your Students to Service and Maintain PC Laser Printers.

Today, more and more printer manufacturers and servicing companies require their technicians and sales representatives to be CompTIA A+ Certified. Ten percent of all questions on the CompTIA A+ Certification exam refer to laser printers. To prepare your students for this exam, and for a rewarding career as a computer technician, we offer PC Laser Printer Maintenance and Repair - a logical component of a PC Servicing/Troubleshooting curriculum.

Based on CompTIA A+ Certification exam objectives, this course presents important laser printer technology from Hewlett Packard, taking students right into the heart of the printer. Students learn the basics of PC laser printer technology, how to partially disassemble and reassemble a laser printer, identify its major components, troubleshoot typical malfunctions, provide proper maintenance and more. It also prepares students to answer laser printer questions on the CompTIA A+ Certification exam with confidence.

PC Laser Printer Maintenance and Repair is a comprehensive, flexible course. It includes the industry's best textbooks and workbooks, as well as helpful instructor materials, making it easy for you to communicate important technical information. The course also includes our exclusive Fault Insertion and Removal Modules (FIRM) for practical, hands-on experiments.

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PC TECHNOLOGY

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[Network + Certification Test Prep](#) [PC Display Systems](#) [Technology Literacy](#)
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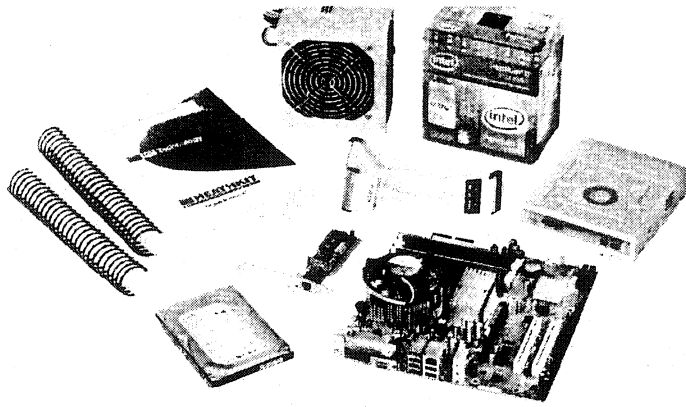
PC DISPLAY SYSTEMS (EVS-806)



At some point in time, anyone who has ever worked on a computer has had a problem with their computer monitor; whether it was the display color just wasn't quite right or the screen inexplicably 'snapping' off, we've all encountered one problem or another. PC Display Systems is a fast-paced course that teaches your students how to analyze and troubleshoot such common monitor malfunctions, as well as make proper adjustments to monitors and create various display configurations. Students will finish the course with a solid knowledge of PC displays. In addition, this course will also prepare students for the display section of CompTIA's A+ certification exam.

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Pc Fundamentals is designed to develop the technical skills measured by the new CompTIA A+ Certification exam. Designed to fill a semester, the 60-hands-on exercises take a student through the construction, upgrading, troubleshooting, and repair of common problems found in a contemporary Windows PC. Repeatable hardware problems are inserted with Heathkit's OmniFIRM, as well as a series of Windows "bugs". These "bugs" were created in a range of difficulty levels guaranteed to challenge each student at an appropriate level. Heathkit's PC Fundamentals prepares and qualifies students to take the CompTIA A+ Certification exam in one comprehensive course. It also contains elements that will prepare your students for the SkillsUSA Championships Computer Maintenance Technology contest.

PC Technology

Quick View

- ▶ Provides an overall approach to computer system management and troubleshooting
- ▶ Flexible and Modular Curriculum

System Components

- ▶ EB-900 Textbook/workbook
- ▶ EB-900-50 Instructor's Guide
- ▶ EB-900-30 Student Parts Pack

Instructor Support Module (ISM)

- ▶ Material Required for Lecture
- ▶ Material Required for Each Lab Station
- ▶ Exercise Objectives
- ▶ PowerPoint Presentations (.ppt and .html versions)

Prerequisites

- ▶ None

CompTIA.
A+® Certification Program

HEATHKIT.
EDUCATIONAL SYSTEMS

PC Fundamentals

Hands-On Experiments

- 1 Inside the Computer
- 2 Computer Power
- 3 The Motherboard
- 4 Installing Computer Components
- 5 Installing and Configuring Windows XP
- 6 The Windows Desktop, Part 1
- 7 The Windows Desktop, Part 2
- 8 Organizing the Desktop
- 9 Working with Files and Folders
- 10 Using the Command Line
- 11 Files and Their Attributes
- 12 The Windows XP File System
- 13 Controlling Windows Access
- 14 Windows Security
- 15 Hard Disk Drive Recovery
- 16 Safe Mode
- 17 Using the Recovery Console
- 18 Backing Up Your Data
- 19 System Inventory
- 20 Drive Interfaces
- 21 Working with the Windows Control Panel
- 22 Registry Basics
- 23 Memory
- 24 Virus Detection and Prevention

Hands-On Experiments (continued)

- 25 Using Floppy Drives
- 26 Configuring the Sound System
- 27 Hard Drive Maintenance
- 28 Computer Management
- 29 Working with Hardware Passwords
- 30 The Microsoft Management Console
- 31 Troubleshooting a Boot Failure
- 32 Video System Troubleshooting
- 33 Troubleshooting with the Monitor
- 34 Troubleshooting without the Monitor
- 35 System Cooling
- 36 Troubleshooting a Malfunctioning PC
- 37 Troubleshooting the System
- 38 The Troubleshooting Process
- 39 Survey the Laptop Components
- 40 Displays and Resolution
- 41 Universal Serial Bus
- 42 Power Management
- 43 The Network Interface Card (NIC)
- 44 Exploring Network Properties
- 45 The Peer-to-Peer Network
- 46 Exploring the Ethernet LAN

Hands-On Experiments (continued)

- 47 Sharing Resources
- 48 Introduction to TCP/IP
- 49 Installing Printer Devices
- 50 Sharing Printer Resources

*** Please note that the experiments listed are only a sample of all the experiments included in the course. ***

Key System Components: (but not limited to)

Intel Motherboard
Pentium CPU
OmniFIRM
Video FIRM
Windows Faults
1 GB USB Flash Drive
V12 Power Supply
PCI Network Interface Card
DDR Ram
DVD/CD Burner
Palm Zire



SkillsUSA is a partnership of students, teachers and industry working together to ensure America has a skilled work force.



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HEATHKIT
EDUCATIONAL SYSTEMS

E25-910

PC Technology

Quick View

- ▶ Review how best to prepare to take the A+ Certification exam. This involves how to properly survey different types of questions from a linear and adaptive testing perspective.
- ▶ Tests students knowledge and skills against the clock.
- ▶ Choose between Core hardware review and Operating Systems (OS) Technologies review when preparing for either CompTIA test.
- ▶ Complete up to five (5) different 75-question Core tests and five (5) different 75-question OS Technologies tests - never the same question twice.

System Components

- ▶ Student Study Guide (1)
- ▶ Instructor's Guide (!)
- ▶ Reference Library with WIN2000 Book (1)

Classroom Hours

- ▶ 15-50 hours

Prerequisites

- ▶ PC Systems Servicing or equivalent
- ▶ PC Systems Troubleshooting or equivalent

CompTIA.
A+® Certification Program

A+ Certification Test Preparation Program

Program Features

Software Review Mode - lets students work at their own pace and check their own answers. It then builds upon basic student knowledge with on-screen explanations of the correct answers and references to exact reference books and page numbers in the Reference Library where more information can be found.

Student Guide - allows students to study when a computer is not available. The Student Guide brings the test preparation question pool into print with 750 Core hardware and Operating Systems (OS) technology questions arranged in applicable domains.

Interactive Assessment Tool - we understand that individuals will be more knowledgeable in certain subject areas than in others. Our 750 unique test questions allow students to practice several test versions, offering questions in either linear or adaptive format, prior to taking the actual certification exam.

Instructor Features

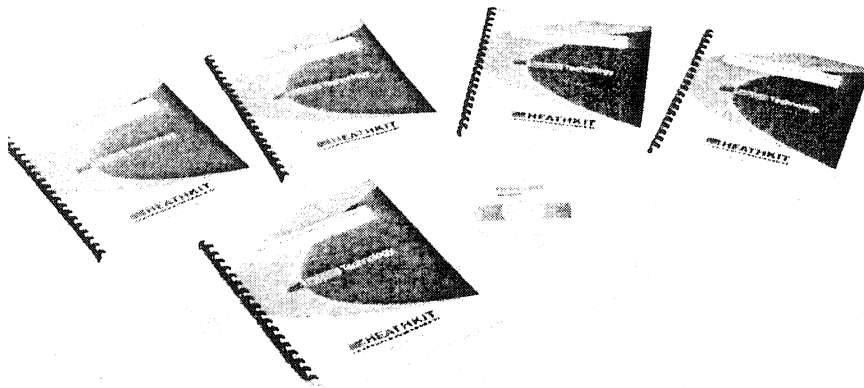
Instructors can enhance student exam performance by ensuring that review test questions are scrambled, making tests more individualized and customized to suit student needs

Students are presented with pictorial-based questions to challenge them to identify certain points from a graphic objective, multiple-choice questions are provided with important 'almost correct' answers to consider

A variety of question and answer formats are provided

Continuing Education Units (CEUs) Awarded

Once your students have passed the A+ Certification Exam, have them send us a copy of their results and Heathkit Educational Systems will be pleased to issue CEUs for the Core and OS Technologies



Heathkit's Network+ Certification Test Preparation Program prepares students to succeed at CompTIA's Network+ Certification exam. Our interactive CD lets students answer practice questions that test their overall knowledge - thereby building confidence before taking the actual Network+ Certification exam. Our test preparation software is a valuable assessment tool that allows you to carefully monitor a student's progress from start to finish. It's designed to highlight technology areas that have been mastered and pinpoints those concepts requiring additional study - we call it our *Interactive Assessment Tool*. Heathkit's *Interactive Assessment Tool* allows students to concentrate on their weakest areas of study and not waste time searching through mastered subject areas. It's the most cost-effective, thorough way to prepare for Network+ Certification testing.

HEATHKIT
EDUCATIONAL SYSTEMS

PC Technology

Quick View

- ▶ Review how best to prepare to take the Network+ Certification exam. This involves how to properly survey different types of questions from a linear and adaptive testing perspective.
- ▶ Tests students knowledge and skills against the clock.
- ▶ Complete up to five (5) different 75-question Network+ tests never the same question twice.

System Components

- ▶ Student Study Guide (1)
- ▶ Instructor's Guide (!)

Classroom Hours

- ▶ 10-35 hours

Prerequisites

- ▶ A+ Certification or equivalent

 **CompTIA.**
Network+™ Certification Program

Network+ Certification Test Preparation Program

Program Features

Software Review Mode - lets students work at their own pace and check their own answers. It then builds upon basic student knowledge with on-screen explanations of the correct answers and references to exact reference books and page numbers in the Reference Library where more information can be found.

Student Guide - allows students to study when a computer is not available. The Student Guide brings the test preparation question pool into print with 375 questions

Interactive Assessment Tool - we understand that individuals will be more knowledgeable in certain subject areas than in others. Our 375 unique test questions allow students to practice several test versions, offering questions in either linear or adaptive format, prior to taking the actual certification exam.

Instructor Features

Instructors can enhance student exam performance by ensuring that review test questions are scrambled, making tests more individualized and customized to suit student needs

Students are presented with pictorial-based questions to challenge them to identify certain points from a graphic objective, multiple-choice questions are provided with important 'almost correct' answers to consider

A variety of question and answer formats are provided

Continuing Education Units (CEUs) Awarded

Once your students have passed the Network+ Certification Exam, have them send us a copy of their results and Heathkit Educational Systems will be pleased to issue CEUs.

PC Display Systems (EVS-806)

Contents

Exercise 1—Monitor Familiarization	1-1
Exercise 2—Resolution and Color Levels	2-1
Exercise 3—Safe Mode and Restoring Files	3-1
Exercise 4—CRT Monitors	4-1
Exercise 5—DisplayMate Setup for CRT Monitors	5-1
Exercise 6—DisplayMate Tune-Up for CRT Monitors.....	6-1
Exercise 7—DisplayMate Setup for LCD Monitors	7-1
Exercise 8—DisplayMate Tune-Up for LCD Monitors	8-1
Exercise 9—Using Multiple Monitors	9-1
Exercise 10—DisplayMate and Multiple Monitors	10-1
Exercise 11—Working With Color	11-1
Exercise 12—TV and the Monitor	12-1
Exercise 13—General Information, Maintenance and Troubleshooting	13-1
Exercise 14—Using the Windows XP Desktop	14-1

Prerequisites

You should have a basic understanding of using a computer that runs Microsoft Windows® and have the practical experience of properly removing and installing cards in the computer's expansion slots. This course does not require that you have prior experience or knowledge in computer science or electronics.

Equipment

The following items are required for this course.

Pentium computer with:

Windows® XP installed

CD-ROM drive

AGP slot

At least one available PCI slot

Sound card or sound circuitry on motherboard

Keyboard

Mouse

Other items include the parts that were supplied with this product. You will identify and use some of those parts in Exercise 1.

NOTE: The parts supplied with this course may look slightly different from those shown in this manual's art work. The hardware may also have slightly different features.

Course Objectives

When you have completed this course, you will be able to:

1. Properly install and remove a video adapter in a computer.
2. Measure a monitor screen.
3. Adjust a monitor using its own controls.
4. Set a monitor for various resolutions and qualities of color.
5. Define what primary and secondary color are.
6. Force the system to boot to the **Startup Menu** or **Safe Mode**.
7. Replace a driver using **Device Driver Rollback**, or replace a system using **System Restore**.
8. Describe the basics of how a CRT monitor works.
9. Use **DisplayMate Setup** to quickly adjust a monitor.
10. Use **DisplayMate Tune-Up** to fine tune a monitor.
11. Describe how LCD, plasma, OLED, and NED technologies work.
12. Simultaneously operate multiple monitors by Windows XP.
13. Mix and match colors and gray scales, and test your eye's sensitivity to color.
14. Install hardware and software so you can watch TV, listen to FM radio signals, or teleconference over the Internet using your computer and monitor.
15. Properly clean, position, operate, and troubleshoot your computer's monitor system.

16. Update the video display adapter driver files.

17. Recover from inappropriate settings that render the display unreadable.

PC LASER PRINTERS

(EVS-907)

Contents

Introduction	III
Course Objectives	VI
Exercise 1 — Printer Familiarization	1-1
Exercise 2 — Communications and Configuration	2-1
Exercise 3 — Computer Control	3-1
Exercise 4 — Inside the Printer	4-1
Exercise 5 — Assembly Identification	5-1
Exercise 6 — Cleaning and Maintenance	6-1
Exercise 7 — Following the Paper Path	7-1
Exercise 8 — Troubleshooting the Interface Cable	8-1
Exercise 9 — Troubleshooting Memory Problems	9-1
Chapter Examinations	10-1

Equipment

The only tool you will need to complete the exercises in this workbook, are a common Phillips screwdriver, a small flat-blade screwdriver and a pair of needle nose pliers.

COURSE OBJECTIVES

When you finish this course, you will be able to:

1. Partially disassemble and reassemble the HP LaserJet 2300d printer.
2. Demonstrate proper safety techniques.
3. Identify all major printer assemblies.
4. Describe the electrophotographic process used in the laser printer.

5. Demonstrate proper cleaning procedures.
6. Demonstrate procedures for determining if a given problem is the fault of the printer, computer or software.
7. Answer all the questions relative to lasers printer on the A+ certification Exams.

**SAINT LOUIS PUBLIC SCHOOLS****Date:** November 10, 2009**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Carlinda Purcell, Dep. Sup., Academics**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #:

Agenda Item: 12-03-09-06
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve a sole source contract with READ 180, Scholastic Education, for the purchase of reading materials for Soldan and Roosevelt at a cost not to exceed \$12,053.80.

BACKGROUND:

READ 180 is an intervention reading program with quantifiable improvement in the areas of reading. It delivers individualized adjusted reading instruction which provides practice, support, as well as motivates students as they progress toward becoming lifelong readers. READ 180 combines research-based reading practices with effective use of technology offering students an opportunity to achieve reading success. It has been implemented at Soldan with great success. The purchase will allow an upgrade and expansion of delivery at Soldan and a new implementation at Roosevelt. In school districts where the program is implemented, data shows dramatic improvement in dropout rate.

CSIP: Goal 3: Resource**Row:** 20**MSIP:** 6.3.1**FUNDING SOURCE: (Fund Type – Function – Object Code – Location Code – Project Code)**

Fund Source: 290-3411-838-AJ-290-6421	Non-GOB	Requisition #:
Amount: \$12,053.80		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 12,053.80	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600013873

Department: ESOL Program**Requestor:** Nahed Chapman

Dr. Carlinda Purcell, Dep. Sup., Academics

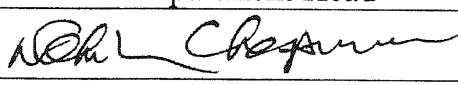
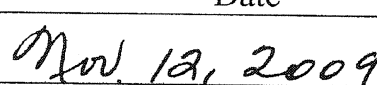
Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Nahed Chapman, Executive Director ESOL Program	Date: November 12, 2009
Department / School: ESOL Program	Phone Number: 314-776-1686
<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)	
Read 180 software for Soldan High School and Roosevelt High School	
Vendor Name: Scholastic Education Bloomington, Ill	Email: kkemp@scholastic.com
Vendor Contact: Kathy Kemp	Phone Number: 800-225-4625
Justification Information	
1. Why the uniquely specified goods are required?	
READ180 is needed to improve reading skills of the ELL students of Roosevelt High School and Soldan High School.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Scholastic Education is the sole provider of this product.	
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:	
None exist.	
<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



Quotation

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

Prepared for:

Nadina Robinson, ESOL Instructional Coordinator
St. Louis Public Schools
3125 S. Kingshighway
St. Louis, MO 63139
314.776.1686
nadina.robinson@slps.org

Prepared by:**Date:** 9/4/2009

Kathy Kemp
Account Executive
(314) 302-1274
kkemp@scholastic.com

ISBN #	Description	QTY	Unit Price	Subtotal	Discount Amount	Total
967079	READ 180 Stage C, rBook Student Edition (individual copy) 45 copies for Soldan/60 copies ofr Roosevelt	60	\$29.95	\$1,797.00	\$0.00	\$1,797.00
981282	READ 180 Stage C Additional Classroom Package	1	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00
973485	READ 180 Stage C, rBook Teacher's Edition (individual copy)	1	\$425.00	\$425.00	\$0.00	\$425.00
516298	Stage C LBook Student Worktext (10 copies)	5	\$149.50	\$747.50	\$0.00	\$747.50
516589	Stage C LBook Classroom Pack (10 Student Worktexts and Teaching Guide)	1	\$445.00	\$445.00	\$0.00	\$445.00
Subtotal				\$11,414.50	\$0.00	\$11,414.50
				Shipping and Handling		\$639.30
				Sales Tax		\$0.00
				Total		\$12,053.80

Prices are valid for 90 days.

Terms and Conditions

Page 1 of 1

State law requires that sales tax be added to your order unless we have a sales tax exemption certificate on file. Scholastic's terms are FOB shipping point unless otherwise noted on the purchase order. Unless otherwise noted, all services must be delivered within 24 months of purchase.



READ 180 Results

Closing the Achievement Gap High School Effectiveness



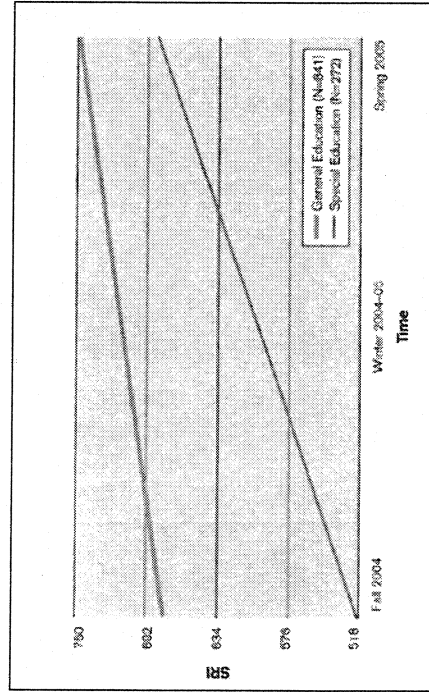
Silver Standard

SPED

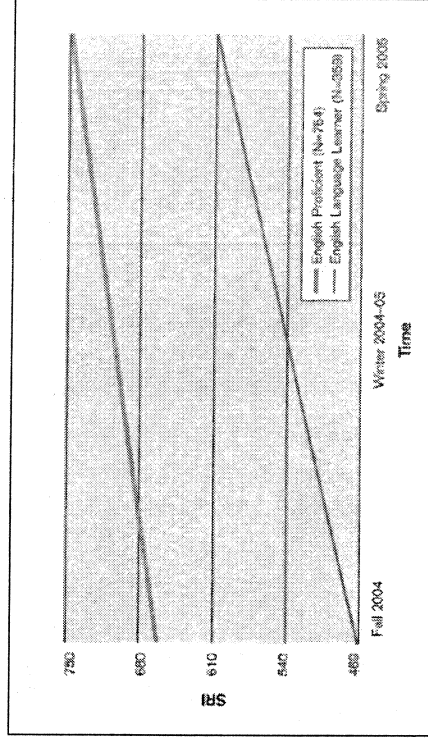
ELL

Clark County School District, NV
Evaluator: K. Zvoch & L. LeTourneau

Ninth-Grade Student Literacy as a Function
of Program Days and Educational Status



Ninth-Grade Student Literacy as a Function of
Program Days and English Language Status



Key Finding:

- The growth made by the average *READ 180* participant was equivalent to an advance of one grade level of reading ability. However, the growth experienced by English Language Learners and students in special education was roughly equivalent to an advance of 1.5 grade levels.



READ 180 Results

Decreasing Dropout Rates High School Effectiveness

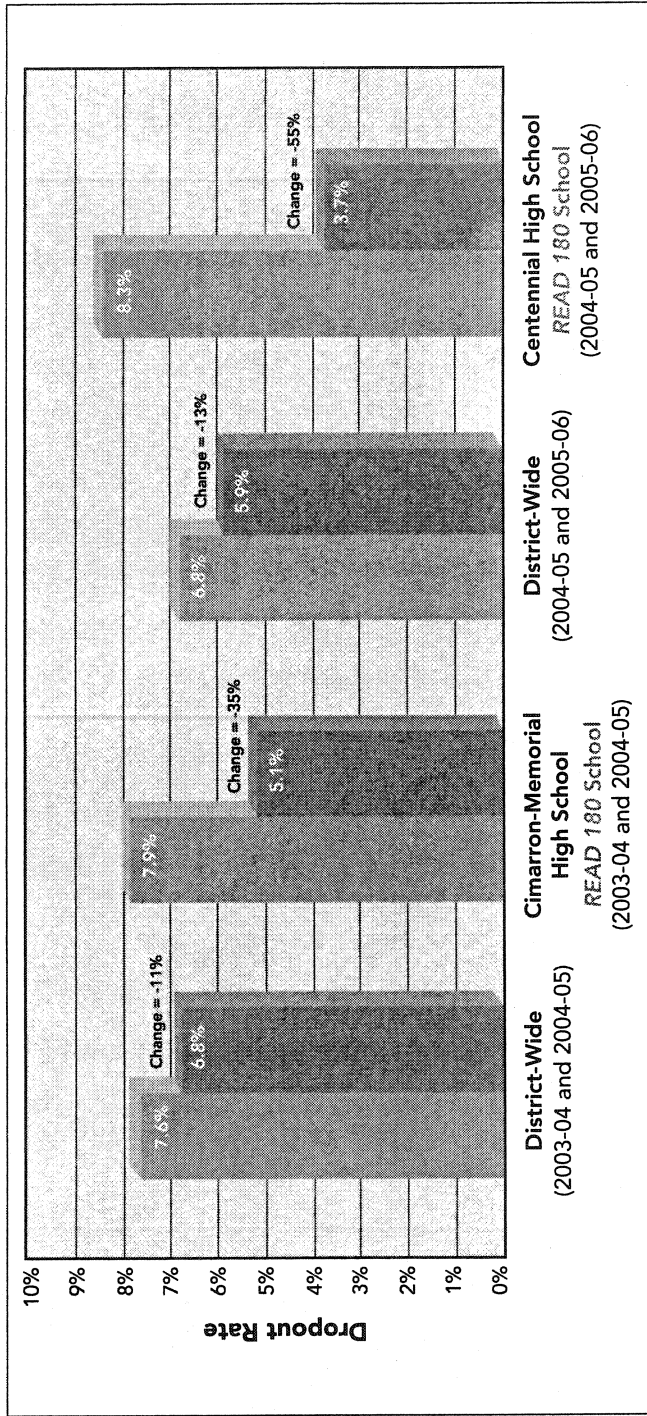


SPED

ELL

Clark County School District, NV Evaluator: K. Zvoch & L. LeTouneau

High School Dropout Rates



Key Finding:

- At Cimarron-Memorial High School, which began its *READ 180* program with 215 students in Fall 2004, the dropout rate decreased by 35 percent during 2004-05, while Clark County School District's overall dropout rate decreased by 11 percent during this period. At Centennial High School, which began its *READ 180* program in the Fall of 2005, the dropout rate in 2005-06 declined by 55 percent, while the district's overall dropout rate declined by 13 percent.



READ 180 Results

Decreasing Dropout Rates High School Effectiveness

Clark County School District, NV:

Clark County School District first implemented *READ 180* during the 1999–2000 school year. Student achievement improved considerably and the district expanded the program. Fast forward to 2004–05 school year: student dropout rates improved dramatically at Centennial High School and Cimarron-Memorial High School. At Cimarron-Memorial High School, the dropout rate decreased by 35% between 2003–04 and 2004–05 and at Centennial High School, the dropout rate decreased by 55% between 2004–05 and 2005–06. These declining dropout rates are particularly notable compared to the Clark County School District's overall decrease in dropout rate of 11% from 2003–04 to 2004–05 and 13% from 2004–05 to 2005–06.

In addition, a district study of *READ 180* English Language Learner (ELL) students and *READ 180* students with special needs showed significant growth compared to general education *READ 180* students. Although Scholastic Reading Inventory (SRI) status scores showed Special Education (SPED) students and English Language Learners were reading at significantly lower reading level than general education students at the beginning of ninth grade, an analysis of reading growth rates from 2004–05 school year revealed that “students in these special populations grew at a faster rate than their peers during the ninth grade school year. As a result, the achievement gap between special and general education students was smaller by the end of the ninth grade” (p.1, Zvoch & LeTourneau, 2006). The same was found to be true with English Language Learners and students considered proficient in English.



Silver Standard

SPED

ELL



READ 180 Results

Sustaining Results High School Effectiveness

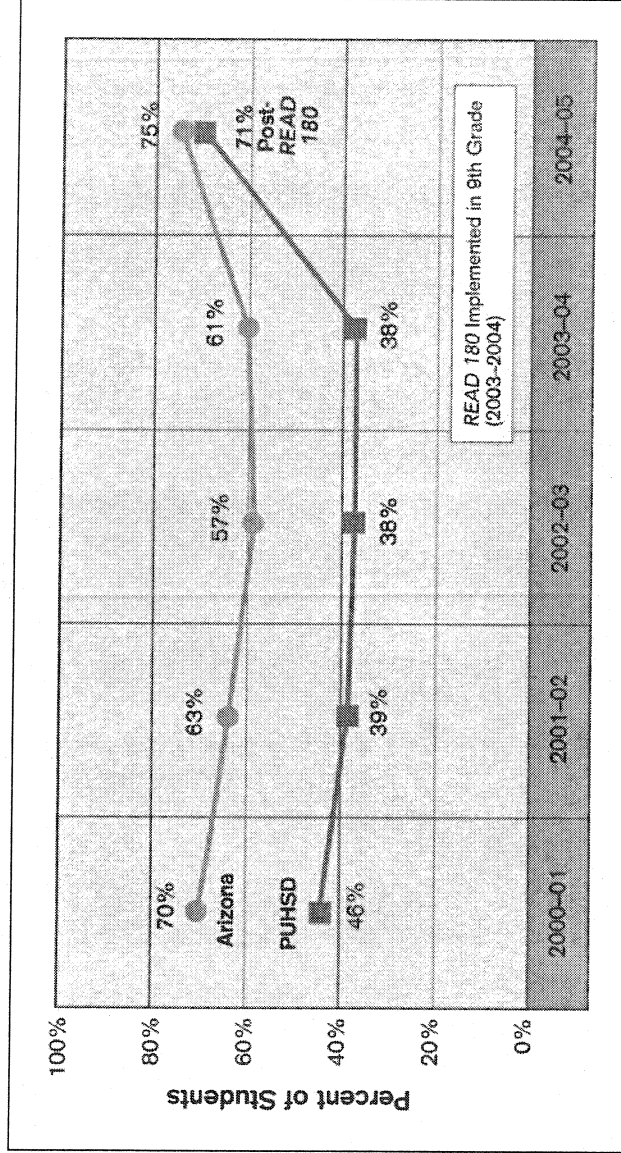


ELL

Phoenix Union High School District, AZ (PUHSD)

Evaluator: Policy Studies Associates

Grade 10 Students Who Meet or Exceed Proficiency on AIMS Compared with Arizona State-Wide Average



Key Finding:

- One year after implementation of *READ 180* in PUHSD in fall of 2003, the number of PUHSD students who met or exceeded proficiency on the Arizona Instrument for Measuring Success (AIMS) test increased by 33 percent, compared to the statewide gain of 14 percent.



READ 180 Results

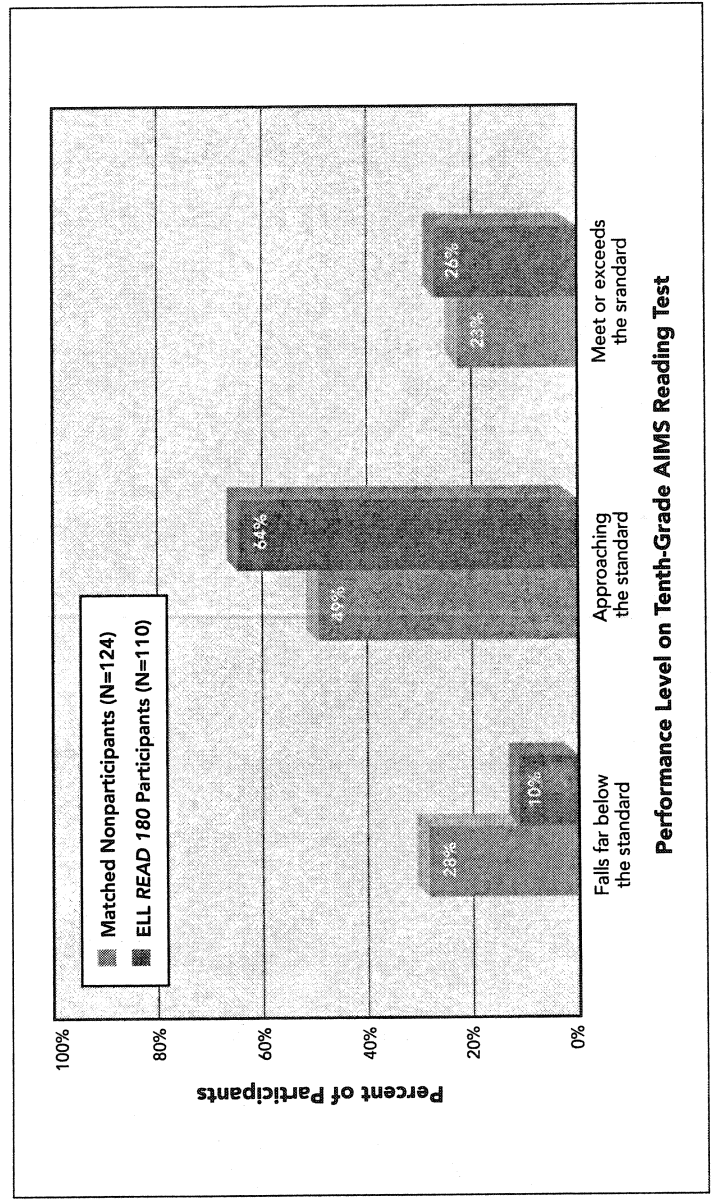
Sustaining Results
High School Effectiveness



ELL

Phoenix Union High School District, AZ (PUHSD) Evaluator: Policy Studies Associates

AIMS Reading Performance Level for Students Eligible for ELL Services,
READ 180 Participants vs. Matched Nonparticipants



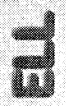
Key Finding:

- READ 180 ninth-grade students who were classified as English Language Learners (ELLs) outperformed matched ELL nonparticipants on the tenth-grade Arizona Instrument for Measuring Success (AIMS) reading test, with ELL READ 180 students achieving 654 scale score points, and matched ELL nonparticipants achieving 646 scale score points.



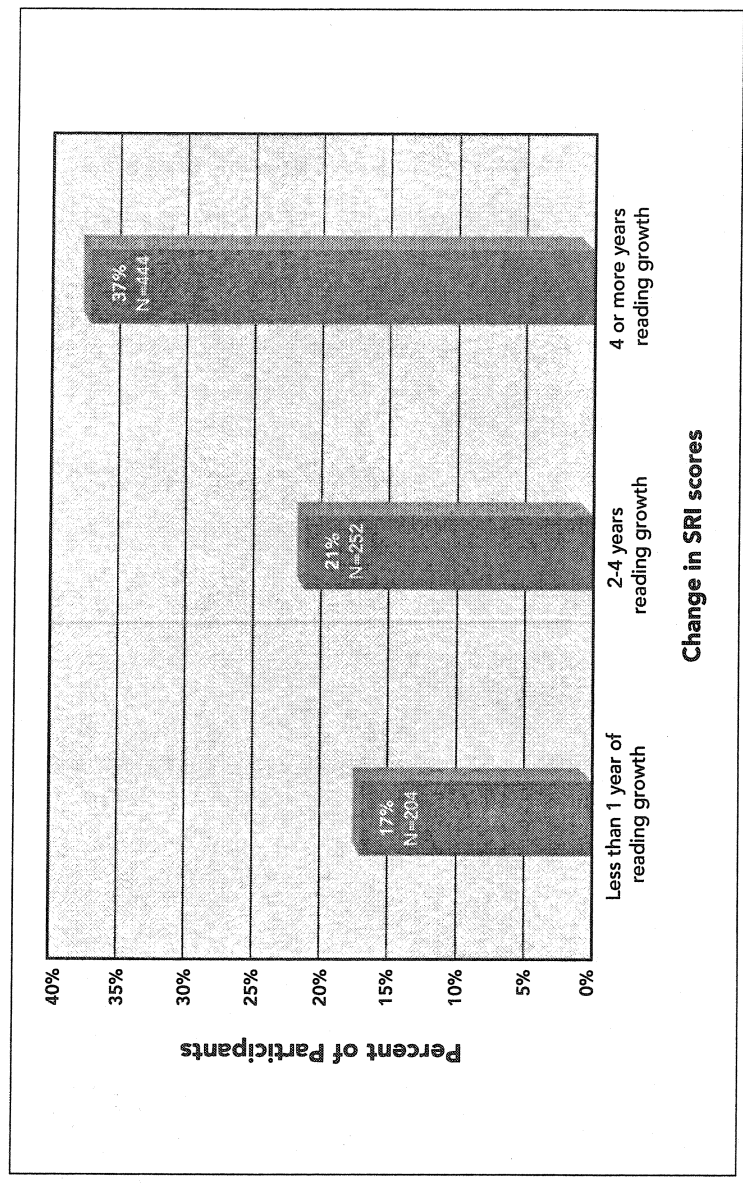
READ 180 Results

Sustaining Results
High School Effectiveness



Phoenix Union High School District, AZ (PUHSD) Evaluator: Policy Studies Associates

Ninth Grade READ 180 Participants' Growth in SRI Scores, Phoenix Union High School, 2003-2004



Key Finding:

- More than half (58 percent) of the ninth-grade participants achieved two or more years of growth in reading ability and 37 percent achieved four years' growth or more on the SRI.



READ 180 Results

Sustaining Results High School Effectiveness

Phoenix Union High School District, AZ:

In fall 2003, the Phoenix Union High School District (PUHSD) began using Stage C of *READ 180* for struggling readers in the ninth grade. These students were identified for *READ 180* because they scored below the seventh grade equivalent on the Stanford Achievement Test 9 (SAT-9) administered during the spring of eighth grade.

After one year of *READ 180*, ninth-grade participants averaged a gain of 14 normal curve equivalents (NCEs) on the Scholastic Reading Inventory (SRI) between August 2003 and May 2004. More than half (58 percent) of the ninth-grade participants achieved two or more years of growth in reading ability and 33 percent achieved four years' growth or more. In addition, African-American *READ 180* participants averaged a gain of 11.9 NCEs between their initial and final SRI. Longitudinal results of *READ 180* shown in the tenth-grade Arizona Instrument for Measuring Success (AIMS) test demonstrated that English Language Learner (ELL) *READ 180* participants outperformed matched nonparticipants on the AIMS reading test. On average, *READ 180* ELL students achieved 654 scale score points. In contrast, nonparticipating ELL students earned 646 scale score points. In addition, former *READ 180* participants who scored in the bottom quarter (below 35 NCEs) on the eighth-grade SAT-9 Reading test averaged 653 scale score points on the AIMS Reading assessment, while matched nonparticipating students with the same range of eighth-grade scores averaged 645 scale score points.



ELL

**SAINT LOUIS PUBLIC SCHOOLS****Date:** November 10, 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: 12-03-09-07
 Information: ☒
 Conference: ☐
 Action: ☒

SUBJECT:

To approve the acceptance of funds for a one year grant funded by the Missouri Department of Elementary and Secondary Education (Refugee Impact Grant) for the time period of September 15, 2009 through June 30, 2010 in an amount not to exceed \$168,938.00.

BACKGROUND:

The Refugee Impact Grant is a federal grant to assist school districts that are experiencing an influx of refugee students. The St. Louis Public Schools annually enrolls an average of 300 new refugee students arriving from war torn countries with low literacy, years of interrupted formal schooling and adjustment issues that interfere with learning. The grant will add a social worker at the new Welcome School as well as funding support for the Newcomer Family Literacy Center. The grant will also allow us to purchase READ 180 materials for struggling refugee students at high school and will fund parent activities that will empower newcomer parents to actively get involved in their children's education.

CSIP: Goal 2: Process Performance**Row:** 64**MSIP:** 8.1.1**FUNDING SOURCE: (Fund Type – Function – Object Code – Location Code – Project Code)**

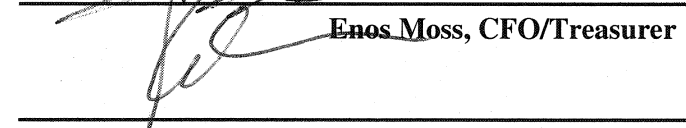
Fund Source: 290-3411-AJ-838-290		Requisition #:
Amount: \$168,938.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$168,938.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: ESOL Program**Requestor:** Nahed Chapman

 Dr. Carlinda Purcell, Dep. Supt., Academics


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent



Missouri Department of Elementary and Secondary Education

— Making a positive difference through education and service —

October 7, 2009

TO: Carlinda Purcell, Authorized Representative
St. Louis City School District 115-115

CC: Nahed Chapman
Yaya Badji

FROM: Craig Rector, Director 
Federal Discretionary Grants

SUBJECT: 2009-10 Refugee School Children Impact Grant Approval Notification

This memorandum gives notification that your federal Refugee School Children Impact Grant request has been reviewed and approved for funding in the amount of \$168,938. This letter, the enclosed budget page and signed assurance page provide approval for you to obligate and expend federal Refugee School Children Impact Grant funds as of **September 15, 2009**. The project completion date is June 30, 2010. Funds may be spent only for the items and amounts approved in the original grant, but total budget expenditure variation among expense objects of ten percent will be allowed without an amendment. An obligation or expenditure of funds for activities or within object codes not previously approved may not occur prior to the approval of our Department. The Final Expenditure Report and the End of Year Progress Report will be due 30 days after the project ending date. The End of Year Progress Report is available online at:
<http://dese.mo.gov/divimprove/fedprog/discretionarygrants/index.html>.

Funds under the Refugee School Children Impact Grant are subject to the general requirements for accounting of federal funds. The receipt and expenditure of these funds must be accounted for separately from all other funds with a clear audit trail available.

ePeGS (electronic Planning and electronic Grant System): Starting with fiscal year 2009-2010 and thereafter, each eligible recipient serving as a fiscal agent will be responsible for submitting budget information for amendments, payment requests and Final Expenditure Reports to DESE through ePeGS. To use ePeGS, district personnel must have a User ID and password for the Refugee Grant Program. The district may access a copy of the DESE Web Systems User ID Request Form on the ePeGS website at <http://www.dese.mo.gov/epgs/>. Currently, we are in the process of loading your budget

information into ePeGS. Once that is complete, we will send an e-mail message detailing the process of amendments, payment requests and Final Expenditure Reports.

If your district is paying staff with federal funds (full-time, part-time, stipends paid to staff and pay for out-of-contract time), there should be documentation of time and effort logs, work schedules, or workshop sign-in sheets. If your district is paying staff solely with federal funds, you will need to prepare a single-funding certification form semi-annually and keep a copy on file in the district. Staff being paid with federal funds should be reported on Core Data. A copy of these forms can be found on the following website http://dese.mo.gov/divimprove/fedprog/grantmgmnt/publication_and_forms.html.

The ending date for this grant is June 30, 2010. No carryover funds will be allowed for the 2009-2010 grant year. Do pay attention to the benchmarks and measurements that you wrote into your application.

Beginning with the 2006-2007 grant year, if any district fails to spend at least 80% of their grant award for two consecutive years, the district will lose eligibility for these funds in the next grant year. **In the past year, your district expended 100% or \$178,405 of an \$178,405 grant award.** Please contact my office if your district anticipates a problem in expending the award or would like assistance in planning a budget that can meet the needs of your Refugee students and can make use of your entire grant award amount.

If you have questions regarding this award, please call.

Best wishes and success.

Enclosure



10-03-09 47
RECEIVED SEP 29 2009
FEDERAL DISCRETIONARY GRANTS SECTION
MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
PO BOX 480, JEFFERSON CITY, MO 65102-0480
REFUGEE CHILDREN SCHOOL IMPACT GRANT APPLICATION
Project Dates September 15, 2009 to June 30, 2010

ORIGINAL

FOR DESE USE ONLY

SIGNATURE OF AUTHORIZED DESE OFFICIAL

Carla Purcell

DATE

9-15-09

SECTION I - TOTAL BUDGET

Refugee Children School Impact	6100 Certificated Salaries	6150 Noncertificated Salaries	6200 Employee Benefits	6300 Purchased Services	6400 Materials & Supplies	6500 Capital Outlay	6600 Other	Total
1100 Instruction					35,829			35,829
1270 Bilingual								
1600 Adult Education								
2100 Support Services - Pupils	\$30,000		\$15,000	\$75,000	\$35,829	0		129,000 \$155,829 CR PB
2210 Improvement of Instruction Services								
2400 Support Services - School Administration								
2500 Support Services - Business								
2550 Pupil Transportation								
3500 Early Childhood Program								
Program Costs Subtotal	30,000		15,000	75,000	35,829			155,829
Indirect Costs								\$13,109
Administrative Costs								
Administrative Cost Subtotal								
GRAND TOTAL	30,000		15,000	75,000	35,829			\$168,938

SECTION II - DISTRICT AND PROGRAM INFORMATION

DISTRICT/APPLICANT NAME St. Louis Public Schools / Nahed Chapman	COUNTY-DISTRICT CODE 115-115
NAME AND TITLE OF THE BOARD AUTHORIZED REPRESENTATIVE Dr. Carlinda Purcell, Chief Academic Officer	TELEPHONE NUMBER (314) 345-2488
E-MAIL ADDRESS carlinda.purcell@slps.org	FAX NUMBER (314) 345-2482
NAME OF REFUGEE CHILDREN SCHOOL IMPACT GRANT CONTACT Nahed Chapman, Executive Director ~ ESOL/Bilingual/Migrant Program	TELEPHONE NUMBER (314) 776-1686 ext. 102
E-MAIL ADDRESS Nahed.chapman@slps.org	FAX NUMBER (314) 776-6039

Chapman, Nahed

From: Munson, Anna M.
Sent: Tuesday, November 03, 2009 12:19 PM
To: Chapman, Nahed
Cc: Schaeffer, Rick M.
Subject: RE: ESOL Resolutions

Good afternoon, Nahed:

Yes, I did indicate that you should proceed with submitting both resolutions simultaneously to expedite the process. Please know that if, for any reason, the Board should fail to approve acceptance of the grant funds, the 2nd resolution will be void.

Regards - Anna

From: Chapman, Nahed
Sent: Tuesday, November 03, 2009 11:56 AM
To: Munson, Anna M.
Subject: ESOL Resolutions
Importance: High

Hi Anna,

We are presenting a Resolution to accept the Refugee Impact Grant (AJ) in SAB 11/19/2009 meeting. We are also presenting a 2nd Resolution to purchase READ 180 for Soldan and Roosevelt. To expedite, you approved our proceeding with the 2nd Resolution before appropriating the grant and completing the requisition.

This email is to confirm.

Thanks.

Nahed Chapman
Executive Director
ESOL Program
St. Louis Public Schools
(314)776-1686



SAINT LOUIS PUBLIC SCHOOLS

Date: November 10, 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: 12-03-09-08
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve that SLPS' present and future Students-In-Transition Coordinator will perform the duties of the Foster Care Liaison effective immediately. This transaction is in accordance with Senate Bill 291 that was passed August, 2009. The Bill states that each school district will have a Board Appointed Foster Care Liaison. This transaction is of no cost to the district.

BACKGROUND:

Foster Care Liaison and/or Students-In-Transition Coordinator shall ensure all foster children attending SLPS are educated about their right to remain at their school of origin. The Liaison/Coordinator shall seek appropriate transportation if feasible (in accordance with Senate Bill 291). Foster Children shall be identified through the Students-In-Transition Office. Foster parents, state workers and/or students will be survey as an effort to determine the effectiveness of services. This will be achieved upon intake/identification or request for service .

CSIP/MSIP 6.3.4, Process & Performance; Instructional Design & Practice

CSIP: Goal 2: Process Performance

Row: 95

MSIP: 6.3.4

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

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

Department: Students-In-Transition

Requestor: Deidra C. Thomas-Murray


 Dr. Carlinda Purcell, Dep. Supt., Academics


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent



SAINT LOUIS PUBLIC SCHOOLS

Date: November 12, 2009

To: Dr. Kelvin R. Adams, Superintendent

From: Enos K. Moss, CFO/Treasurer

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

12-03-09-09

SUBJECT:

Resolution concerning FY2009-2010 Financially Stressed Budget and Education Plan.

BACKGROUND:

The Transitional School District of the City of St. Louis (Saint Louis Public Schools, SLPS) has been identified as experiencing financial stress under provisions of Section 161.520, RSMo. Therefore, the Special Administrative Board (SAB) shall develop, or cause to be developed, and shall approve a budget and education plan. The Budget and Education Plan must be submitted electronically to the Department of Elementary and Secondary Education no later than December 7, 2009.

Criteria which identified the district as experiencing financial stress:

1. The District had an unrestricted negative balance in its incidental or teachers fund at the end of the most recently completed fiscal year.
2. The District had a combined unrestricted balance remaining in the incidental and teachers fund of less than three percent at the end of the most recently completed fiscal year of the amount expended from those funds during the year.

CSIP: Goal # SLPS Goal #2 - Process and Performance Row # 75 MSIP: 8.5.4

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

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

Department: Finance

Requestor: Angela Banks

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

115-115 ST. LOUIS CITY

2009-2010 Educational Plan

Financially Stressed District's Budget and Educational Plan

Section 161.520, RSMo requires a school district designated as financially stressed to submit a Budget and Educational Plan on forms provided by the Department of Elementary and Secondary Education. The budget and educational plan shall be submitted within forty-five (45) days of notification that the district has been identified as financially stressed.

1. Budget Document: A public school district may not adopt a budget in which the expenditures from any fund exceed the estimated revenues plus any unencumbered balances less any deficit estimated for the beginning of the current budget year. It is unlawful for the board to approve for payment. Section 165.021(4), RSMo, states, *"No check shall be drawn, or order for payment issued, for the payment of any school district indebtedness unless there is sufficient money in the treasury and in the proper fund for the payment of the indebtedness."* Therefore, the department cannot accept a budget indicating negative fund balances as meeting the requirements of Section 161.520, RSMo.

Completion of the WEB Financial Stress Budget meets the reporting requirement outlined in Section 161.520, RSMo. The WEB Budget format and edit functions closely mirrors the WEB Annual Secretary of the Board Report (ASBR) format to make completion of the budget document as simple as possible.

2. Educational Plan: The district may extract portions of the school board approved current year district budget to complete the educational plan. The items to be addressed are as follows:

A. Indicate any program changes (increases or decreases), the impact of each on the educational services provided the students and the anticipated effect on student learning.

St. Louis public schools is focusing its resources in the classroom to improve both the quality of instruction provided and its effect on student achievement. All teachers have been equipped with new computers intended to improve decision making with more timely and accurate data. Professional development has been enhanced with the addition of Teaching-Learning Facilitators at every school who provide support to core teachers. In addition, twelve dedicated consulting teachers are working with new teachers to assist in skill development and classroom management. Student achievement has been enhanced with new math and reading curriculum implemented in grades K-5. New assessment tools have been established, providing more timely metrics and a better gauge of student deficits and progress. The special education department has implemented a Response to Intervention model to increase tiered supports for all students and prevent over-identification to special education programs.

FY09-10 marks the opening of a new K-9 International Welcome School, focusing on intensive instruction for students with limited English proficiency and/or cultural awareness. Students may attend the Welcome School for up to three years before transitioning to an appropriate mainstream educational environment.

Five pilot schools utilizing the innovative Pilot School Model have been established at existing facilities to increase parental and community involvement and principal autonomy. A proven school turnaround program designed to raise academic achievement has been implemented in the 16 lowest performing schools. Two alternative schools, co-housed with various community service providers, have been established and internally staffed to provide the necessary support for students with targeted needs. A new After-School Model offers programs with additional instruction in reading and math while full-service schools extend opportunities for students, families, and the community.

B. Detail the expenditure reductions and the effect of those reductions on the financial condition of the district.

The district faced a nearly \$50M FY08-09 year-end budget gap to close in order to achieve its commitment not to deficit spend. Various initiatives were implemented, thus far resulting in significant cost reductions. SLPS continues to reduce fixed costs by right-sizing schools. Twelve schools were closed prior to the start of the FY09-10 year with additional closings slated for subsequent years. As students from closed schools enrolled in existing schools, economies of scale resulted in transportation and staff reductions. New cost reduction initiatives with a focus on reviewing contracts of our top paid vendors and streamlining processes are showing positive results.

Several of the top contractual costs under review include medical benefits, transportation, and document management services. Central Office staff have identified significant opportunities for reducing costs while maintaining our educational focus. These efforts will continue throughout this year and into future years.

C. Detail the revenue increases and the effect of those increases on the financial condition of the district.

Although the district continues to face general operating revenue declines, there are some positive indicators. Student enrollment has been on a fairly consistent decline over the past 10 years. However, FY10 enrollment appears to be stabilizing. Medicaid direct service revenue is anticipated to increase with improved staff training from a new provider. Title and special education stimulus funds are providing critical transition funding during district restructuring while continuing to improve the quality of instruction. Technology and food service stimulus grants will help to preserve general operating funds over the next several years.

D. Indicate other actions taken by the board to address the financial condition of the district.

The Comprehensive Long Range Plan is being implemented to foster long-term academic achievement. The Accountability Plan provides the detailed strategies to deliver the objectives within an 18 month time frame including initiatives to address the district's fiscal condition. In addition, a Five Year Financial Plan is in development to better prepare for upcoming challenges and opportunities while supporting academic commitments. With the exception of the \$8.5M lead abatement project, the SAB has committed to align expenditures with revenues.

3. District Patron Notification Procedure: Outline the procedure to be followed to inform the patrons of the district of the district's financial condition and the resulting impact on the educational services provided to the students.

Patrons are updated about the district's financial condition and any resulting impact on student achievement services through several sources including: (1) monthly school board meetings, (2) a new district website, (3) public relations announcements and newsletters, (4) external financial reports and presentations, and (5) other scheduled events.

4. Other Comments

5. District Assurance: The district must certify one of two statements regarding its ability to provide adequate, uninterrupted educational services to the students of the district for the remainder of the current school year and that the district can provide a minimum school term as required by Section 163.021, RSMo. A district with a negative ending fund balance in the Incidental or Teachers Fund cannot give this assurance. Check one of the boxes below:

☐ The district certifies that the ending fund balances in the Incidental and Teachers Funds will be positive and that adequate, uninterrupted educational services will be provided to the students of the district for the remainder of the current school year and that the district will provide a minimum school term as required by Section 163.021, RSMo.

☒ The district certifies that due to the financial condition of the district, it cannot give assurances at this time that ending fund balances in the Incidental and Teachers Funds will be positive and/or that adequate, uninterrupted educational Services or a minimum school term can be provided to the students of the district for the remainder of the current school year.

Year: 2009-2010

District: 115-115 ST. LOUIS CITY

Page 1

STATE OF MISSOURI
 DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
 SCHOOL FINANCE SECTION
 P.O. BOX 480
 JEFFERSON CITY, MISSOURI 65102-0480

BUDGET 2009-2010

FINANCIAL STRESS BUDGET AND EDUCATIONAL PLAN

SECTION 161.520.3, RSMo, requires that a district identified as financially stressed according to Section 161.520.1,2, RSMo, submit a budget to the Department of Elementary and Secondary Education within forty-five calendar days of notification of the district's stress condition.

Basis of Accounting ☐ Cash ☒ Accrual

	General (Incidental) Fund	Special Revenue (Teachers) Fund	Debt Service Fund	Capital Projects Fund	Total All Funds
2009-2010 Levy Unadjusted	3.2732	0.0000	0.6211	0.0000	3.8943
2009-2010 Levy Adjusted	3.2732	0.0000	0.6211	0.0000	3.8943
3111 Beginning Fund Balances - July 1, 2009	-34,631,120.63	0.00	29,322,739.53	128,738,096.30	123,429,715.20
5899 Revenues (See Part II)	260,629,843.68	118,118,584.00	26,508,673.32	10,038,540.00	415,295,641.00
5999 Total Revenues And Balances	225,998,723.05	118,118,584.00	55,831,412.85	138,776,636.30	538,725,356.20
5510 Transfer To	1,800,000.00	27,013,118.11	0.00	0.00	28,813,118.11
6710 Transfer From	27,013,118.11	0.00	0.00	1,800,000.00	28,813,118.11
9999 Expenditures (See Part III)	232,796,103.29	145,131,702.11	26,479,263.76	29,038,821.89	433,445,891.05
3112 Ending Fund Balances - June 30, 2010	-32,010,498.35	0.00	29,352,149.09	107,937,814.41	105,279,465.15
3412 Restricted Fund Balances - June 30, 2010	0.00	0.00	0.00	0.00	0.00

Unrestricted Ending Fund Balance (Incidental + Teachers Funds) **-8.47%**

Part I Restricted Balance

Restricted Balance Purpose	General (Incidental) Fund	Special Revenue (Teachers) Fund	Debt Service Fund	Capital Projects Fund	Total All Funds
1001 Professional Development	0.00	0.00	*****	*****	0.00
1002 At Risk	0.00	0.00	*****	*****	0.00
1003 Student Scholarships	0.00	*****	*****	*****	0.00
1004 Bond Proceeds	*****	*****	*****	0.00	0.00
1005 Escrow Amt for Crossover Refunding of Bonded Debt	*****	*****	0.00	*****	0.00
1006 Other	0.00	0.00	0.00	0.00	0.00
1007 Total	0.00	0.00	0.00	0.00	0.00

Year: 2009-2010 District: 115-115 ST. LOUIS CITY

Page 2

Part I-A Transfer From and To Funds Detail

Transfer Type	Transfer From	Transfer To	Amount
002 Teachers Fund	General (Incidental) Fund	Special Revenue (Teachers) Fund	27,013,118.11
003 Debt Service Balance	Debt Service Fund	Capital Projects Fund	0.00
004 Transportation Calc Cost	General (Incidental) Fund	Capital Projects Fund	0.00
005 Area Vocational - Technical Schools	General (Incidental) Fund	Capital Projects Fund	0.00
006 Grant Match	General (Incidental) Fund	Capital Projects Fund	0.00
007 DNR Energy Conservation Loans	General (Incidental) Fund	Capital Projects Fund	0.00
008 Food Services	General (Incidental) Fund	Capital Projects Fund	0.00
009 Student Activities	General (Incidental) Fund	Capital Projects Fund	0.00
010 \$162,326 or 7%xSATxWADA	General (Incidental) Fund	Capital Projects Fund	0.00
011 Capital Projects Fund Interest	Capital Projects Fund	General (Incidental) Fund	0.00
012 Unspent Bond Proceeds	Capital Projects Fund	Debt Service Fund	0.00
014 Capital Projects Unrestricted Funds	Capital Projects Fund	General (Incidental) Fund	1,800,000.00
015 FY06 Designated Levy or 5% xSATxWADA (Debt Service)	General (Incidental) Fund	Debt Service Fund	0.00
016 FY06 Designated Levy or 5% xSATxWADA (Capital Projects)	General (Incidental) Fund	Capital Projects Fund	0.00
017 Lease Purchase prior to 01/01/97	General (Incidental) Fund	Capital Projects Fund	0.00
018 Guaranteed Energy Performance Savings Contract	General (Incidental) Fund	Capital Projects Fund	0.00
019 Excess Incidental Fund Balance	General (Incidental) Fund	Special Revenue (Teachers) Fund	0.00

TOTALS	Transfer From 6710	Transfer To 5510
General (Incidental) Fund	27,013,118.11	1,800,000.00
Special Revenue (Teachers) Fund	0.00	27,013,118.11
Debt Service Fund	0.00	0.00
Capital Projects Fund	1,800,000.00	0.00
TOTAL	28,813,118.11	28,813,118.11

Year: 2009-2010 District: 115-115 ST. LOUIS CITY

Page 3

Part II Revenue Summary

Description	General (Incidental) Fund	Special Revenue (Teachers) Fund	Debt Service Fund	Capital Projects Fund	Total All Funds
LOCAL REVENUE DETAIL					
5111 Current Taxes	129,858,795.00	0.00	24,641,205.00	0.00	154,500,000.00
5112 Delinquent Taxes	4,396,531.68	0.00	1,103,468.32	0.00	5,500,000.00
5113 School District Trust Fund (Prop C)	5,643,800.00	16,931,400.00	*****	*****	22,575,200.00
5114 Financial Institution Tax	500,000.00	0.00	100,000.00	0.00	600,000.00
5115 M&M Surtax	15,500,000.00	0.00	0.00	0.00	15,500,000.00
5116 In Lieu of Tax	200,000.00	0.00	0.00	0.00	200,000.00
5117 City Sales Tax	24,000,000.00	0.00	0.00	0.00	24,000,000.00
5121 Tuition From Individuals (K - 12)	250,000.00	0.00	*****	*****	250,000.00
5122 Summer School Tuition (K - 12)	350,000.00	0.00	*****	*****	350,000.00
5123 Tuition - Post Secondary	0.00	1,479,200.00	*****	*****	1,479,200.00
5131 Transportation Fees From Patrons	0.00	*****	*****	*****	0.00
Earnings on Investments	1,610,710.00	0.00	324,000.00	38,540.00	1,973,250.00
5140 General Fund - Regular Interest	1,610,710.00				
School Food Service Fund Interest	0.00				
Student Activities Fund Interest	0.00				
Other General Fund Interest	0.00				
5150 Food Service Program	600,000.00	*****	*****	*****	600,000.00
5165 Food Service Non-Program	1,787.00	*****	*****	*****	1,787.00
5170 Student Activities	0.00	0.00	*****	0.00	0.00
5180 Community Services	0.00	0.00	0.00	0.00	0.00
5190 Other - From Local Sources	4,309,316.00	0.00	0.00	0.00	4,309,316.00
5199 Local - Subtotal	187,220,939.68	18,410,600.00	26,168,673.32	38,540.00	231,838,753.00
COUNTY REVENUE DETAIL					
5211 Fines, Escheats, Etc.	*****	250,000.00	*****	*****	250,000.00
5221 State Assessed Utilities	2,000,000.00	0.00	340,000.00	0.00	2,340,000.00
5222 County Stock Insurance Fund	0.00	0.00	0.00	0.00	0.00
5231 Fed Prop (Include Fed Forest, Flood & Mineral)	0.00	0.00	0.00	0.00	0.00
5232 Penalties, Concentrated Animal Feed Oper	*****	0.00	*****	*****	0.00
5237 Other - County	0.00	0.00	0.00	0.00	0.00
5299 County - Subtotal	2,000,000.00	250,000.00	340,000.00	0.00	2,590,000.00
STATE REVENUE DETAIL					
5311 Basic Formula	0.00	43,728,047.00	*****	*****	43,728,047.00
5312 Transportation	10,800,000.00	*****	*****	*****	10,800,000.00
5314 Early Childhood Special Education	2,300,000.00	1,700,000.00	*****	*****	4,000,000.00
5317 Career Ladder	*****	0.00	*****	*****	0.00
5319 Basic Formula Classroom Trust Fund	8,413,535.00	0.00	0.00	0.00	8,413,535.00
5322 Vocational/At Risk	0.00	0.00	*****	*****	0.00
5324 Educational Screening Prog/PAT	650,000.00	0.00	*****	*****	650,000.00
5325 Small Schools Grant	0.00	0.00	*****	*****	0.00
5332 Vocational/Technical Aid	170,000.00	500,000.00	*****	0.00	670,000.00
5333 Food Service - State	74,755.00	*****	*****	*****	74,755.00
5337 Adult Education & Literacy (AEL)	150,000.00	0.00	*****	0.00	150,000.00
5338 Adult Education & Literacy Grant	0.00	0.00	*****	0.00	0.00
5353 Job Development/Customized Training	0.00	0.00	*****	0.00	0.00
5356 TANF &/or Parents' Fair Share Programs	0.00	0.00	*****	0.00	0.00
5357 Summer Child Care	0.00	0.00	*****	0.00	0.00
5358 Safe Schools Initiative Grant	0.00	0.00	*****	0.00	0.00
5359 Voc/Tech Ed Enhancement Grant	20,000.00	0.00	*****	0.00	20,000.00

Year: 2009-2010 District: 115-115 ST. LOUIS CITY

Page 4

Description	General (Incidental) Fund	Special Revenue (Teachers) Fund	Debt Service Fund	Capital Projects Fund	Total All Funds
STATE REVENUE DETAIL (Continued)					
5362 A+ Schools Grant	0.00	0.00	*****	0.00	0.00
5364 Grant For School Technology	0.00	0.00	*****	0.00	0.00
5365 Success Leads To Success Grant	0.00	0.00	*****	0.00	0.00
5366 MO Dept of Nat Res (DNR) Energy Loan	0.00	0.00	*****	0.00	0.00
5367 MO School Age Children's Health Services Grant	0.00	0.00	*****	0.00	0.00
5368 Extended Day Childcare Prog Grant	0.00	0.00	*****	0.00	0.00
5369 Residential Placement/Excess Cost	0.00	0.00	*****	0.00	0.00
5371 Readers For The Blind	0.00	0.00	*****	0.00	0.00
5372 State Emer Management Agency (SEMA) Funds	0.00	0.00	*****	0.00	0.00
5374 Educare Grant	0.00	0.00	*****	0.00	0.00
5376 Select Teachers (STARR)	0.00	0.00	*****	*****	0.00
5377 MO Dept of Nat Res (DNR) Energy Grant	0.00	*****	*****	0.00	0.00
5379 ESL Support Services Grant	0.00	0.00	*****	*****	0.00
5381 Extraordinary Cost-Special Education	0.00	1,000,000.00	*****	0.00	1,000,000.00
5382 Missouri Preschool Project	0.00	0.00	*****	0.00	0.00
5397 Other - State	3,605,211.00	276.00	*****	9,000,000.00	12,605,487.00
5399 State - Subtotal	26,183,501.00	46,928,323.00	0.00	9,000,000.00	82,111,824.00
FEDERAL REVENUE DETAIL					
5411 Impact Aid (P.L. 81-874)	0.00	0.00	*****	0.00	0.00
5412 Medicaid	4,200,000.00	0.00	*****	0.00	4,200,000.00
5413 Federal Disaster Assistance	0.00	0.00	0.00	0.00	0.00
5416 Federal Housing	0.00	0.00	*****	0.00	0.00
5417 Federal Flood Counseling	0.00	0.00	*****	*****	0.00
5418 Reserve Officer Training Corps (ROTC)	0.00	0.00	*****	0.00	0.00
5421 Special Vocational Projects	0.00	0.00	*****	0.00	0.00
5422 Basic Formula - Federal Budget Stabilization - ARRA	0.00	18,631,790.00	*****	*****	18,631,790.00
5423 Transportation - ARRA	0.00	*****	*****	*****	0.00
5424 Career Ladder - ARRA	*****	32,000.00	*****	*****	32,000.00
5425 Safe Schools Initiative Grant - ARRA	0.00	0.00	*****	0.00	0.00
5426 St. Louis Public Schools Intradistrict Trans - ARRA	727,500.00	*****	*****	*****	727,500.00
5427 Voc Ed Act-Title I, Basic Grant	639,350.00	389,920.00	*****	0.00	1,029,270.00
5431 Voc Ed Act-Title II, Tech Prep Program	0.00	0.00	*****	0.00	0.00
5432 (5432-5435) Workforce Investment Act (WIA)	0.00	0.00	*****	0.00	0.00
5435 Workforce Investment Act (WIA)	0.00	0.00	*****	0.00	0.00
5436 Adult Education & Literacy (AEL)	451,184.00	983,914.00	*****	0.00	1,435,098.00
5441 Ind With Disabilities Ed Act (IDEA)	5,229,470.00	2,573,390.00	*****	0.00	7,802,860.00
5442 Early Childhood Special Education - Federal	350,000.00	300,000.00	*****	0.00	650,000.00
5445 School Lunch Program	8,299,562.00	*****	*****	*****	8,299,562.00

Year: 2009-2010 District: 115-115 ST. LOUIS CITY

Page 5

Description	General (Incidental) Fund	Special Revenue (Teachers) Fund	Debt Service Fund	Capital Projects Fund	Total All Funds
FEDERAL REVENUE DETAIL (Continued)					
5446 School Breakfast Program	3,579,562.00	*****	*****	*****	3,579,562.00
5447 Special Milk Program	0.00	*****	*****	*****	0.00
5448 After School Snack Program	0.00	*****	*****	*****	0.00
5449 Fresh Fruits and Vegetable Program	0.00	*****	*****	*****	0.00
5451 Title I - ESEA	10,000,000.00	11,840,000.00	*****	0.00	21,840,000.00
5452 Title I, Part C - Migrant Education	0.00	0.00	*****	0.00	0.00
5453 Title I, Part B - Reading Skills Improvement	0.00	0.00	*****	0.00	0.00
5454 Title I, Part F - Comprehensive School Reform	0.00	0.00	*****	0.00	0.00
5455 Title V - ESEA	0.00	0.00	*****	0.00	0.00
5456 Title I-A, Education for Disadvantaged - ARRA	0.00	14,518,134.00	*****	0.00	14,518,134.00
5457 Title I-A, 1003(a) School Improvement - ARRA	0.00	0.00	*****	0.00	0.00
5458 Title I-A, 1003(g) School Improvement - ARRA	0.00	0.00	*****	0.00	0.00
5459 21st Century Community Learning Centers Grant	0.00	0.00	*****	0.00	0.00
5461 Title IV, Drug Free Schools	0.00	0.00	*****	0.00	0.00
5462 Title III, ESEA - English Language Acquisition	0.00	0.00	*****	0.00	0.00
5463 Educ For Homeless Children & Youth	0.00	0.00	*****	0.00	0.00
5464 Title I-D, Neglected, Delinquent, or At-Risk - ARRA	0.00	0.00	*****	0.00	0.00
5465 Title II, Part A, ESEA - Teacher & Principal Quality	2,278,417.00	3,260,513.00	*****	0.00	5,538,930.00
5466 Title II, Part D, ESEA - Enhancing Education	0.00	0.00	*****	0.00	0.00
5467 Title VII-B, McKinney-Vento Homeless Assistance - ARRA	183,000.00	0.00	*****	0.00	183,000.00
5468 Title II-D, Education Technology - ARRA	425,000.00	0.00	*****	0.00	425,000.00
5472 Childcare Development Fund Grant	0.00	0.00	*****	0.00	0.00
5473 Nat'l & Community Services Trust Act	0.00	0.00	*****	0.00	0.00
5474 National School Lunch Program Equipment Grants - ARRA	74,755.00	*****	*****	0.00	74,755.00
5475 Aids Education Grant	0.00	0.00	*****	0.00	0.00
5476 Even Start Family Literacy	0.00	0.00	*****	0.00	0.00
5477 Federal Emergency Mgt Agency (FEMA) Funds	0.00	0.00	*****	0.00	0.00
5478 Vocational Rehabilitation	0.00	0.00	*****	*****	0.00
5481 Summer Food Service Program	0.00	0.00	*****	0.00	0.00
5482 Workforce Investment Act (WIA)	0.00	0.00	*****	0.00	0.00
5483 Headstart	0.00	0.00	*****	0.00	0.00
5484 Pell Grants	0.00	*****	*****	*****	0.00
5486 Impact Aid, Restricted Purpose	0.00	0.00	*****	0.00	0.00
5489 Facilities Infrastructure	0.00	*****	*****	0.00	0.00
5492 Title VI, Part B Rural Education Initiative	0.00	0.00	0.00	0.00	0.00
5493 IDEA, Part B (611) - ARRA	8,587,603.00	0.00	*****	0.00	8,587,603.00
5494 IDEA, Part B (619) ECSE - ARRA	0.00	0.00	*****	0.00	0.00
5495 Rebuild Missouri Schools - ARRA	0.00	0.00	*****	0.00	0.00
5496 Outreach High School Dropouts - ARRA	0.00	0.00	*****	0.00	0.00
5497 Other - Federal	0.00	0.00	*****	0.00	0.00
OTHER REVENUE DETAIL					
5611 Sale of Bonds	*****	*****	*****	0.00	0.00
5631 Net Insurance Recovery	0.00	*****	*****	0.00	0.00
5641 Sale of School Buses	*****	*****	*****	0.00	0.00
5651 Sale of Other Property	0.00	*****	*****	1,000,000.00	1,000,000.00
5692 Refunding Bonds	*****	*****	0.00	*****	0.00
5699 Other Revenue Subtotal	0.00	0.00	0.00	1,000,000.00	1,000,000.00
5810 Tuition From Other Districts	0.00	0.00	*****	*****	0.00
5820 Area Voc Fees From Other LEAs	0.00	0.00	*****	*****	0.00
5830 Contracted Educational Services	0.00	0.00	*****	*****	0.00
5841 Transportation From Other LEAs for Non-Hand.	200,000.00	*****	*****	*****	200,000.00
5842 Transportation From Other LEAs for Hand.	0.00	*****	*****	*****	0.00
5843 ECSE Transportation From Other LEAs	0.00	*****	*****	*****	0.00
5898 Receipts Other Districts - Subtotal	200,000.00	0.00	0.00	0.00	200,000.00

5899	Total Revenues	260,629,843.68	118,118,584.00	26,508,673.32	10,038,540.00	415,295,641.00
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Year: 2009-2010 District: 115-115 ST. LOUIS CITY

Page 6

Part III-A Expenditures - Program/Fund

Description	General (Incidental) Fund	Special Revenue (Teachers) Fund	Capital Projects Fund	Total All Funds
INSTRUCTION EXPENDITURES				
1110 Elementary	33,342,330.74	44,609,343.64	0.00	77,951,674.38
1130 Middle/Junior High	3,733,489.24	16,016,412.59	0.00	19,749,901.83
1150 Senior High	9,725,079.36	25,484,989.92	0.00	35,210,069.28
1191 Summer School (Regular)	1,925,942.77	2,199,535.38	0.00	4,125,478.15
1192 Juvenile Program	0.00	0.00	0.00	0.00
1210 Special Education (1210-1240, 1260-1270, 1290)	13,825,825.49	25,786,233.28	0.00	39,612,058.77
1250 Culturally Different (Compensatory Education)	5,610,451.34	59,117.00	0.00	5,669,568.34
1280 Early Childhood Special Education	3,818,491.51	0.00	0.00	3,818,491.51
1300 Vocational Instruction	2,234,944.26	2,433,183.97	0.00	4,668,128.23
1400 Student Activities	580,039.54	85,635.32	0.00	665,674.86
Payments To Other Districts:				
1910 Tuition To Other Districts	5,000,000.00	0.00	*****	5,000,000.00
1920 Area Voc. School Fees	0.00	0.00	*****	0.00
1930 Tuition, Sev. Handicapped Program	0.00	1,862,291.41	*****	1,862,291.41
1940 Contracted Education Services	0.00	0.00	*****	0.00
1999 Total Instruction (K-12 only)	79,796,594.25	118,536,742.51	0.00	198,333,336.76
SUPPORT SERVICES				
2110 Attendance	2,334,941.24	0.00	0.00	2,334,941.24
2120 Guidance	1,894,709.98	5,813,066.84	0.00	7,707,776.82
2130 - 2190 Health, Psych, Speech and Audio	8,838,901.07	165,350.72	0.00	9,004,251.79
2210 Improvement of Instruction	7,093,076.50	591,340.60	0.00	7,684,417.10
2214 Professional Development	0.00	1,088,349.53	*****	1,088,349.53
2220 - 2290 Media Services (Library)	4,251,541.81	4,216,485.28	0.00	8,468,027.09
2310 Board of Education Services	3,658,952.24	0.00	0.00	3,658,952.24
2320 Executive Administration	11,237,262.22	1,285,415.39	0.00	12,522,677.61
2400 Building Level Administration	6,676,466.96	11,565,961.95	37,500.00	18,279,928.91
2510 Business, Fiscal, Internal Service (2510,20,70,90)	23,835,191.71	323,627.96	0.00	24,158,819.67
2540 Operation of Plant	38,251,748.34	0.00	19,811,084.38	58,062,832.72
2546 Security Services	5,144,120.07	0.00	0.00	5,144,120.07
2551 Pupil Transportation, Contracted	14,812,875.80	0.00	0.00	14,812,875.80
2552 Pupil Transportation, District Owned	0.00	0.00	0.00	0.00
2553 Handicapped Transportation, Contracted	6,836,155.53	0.00	0.00	6,836,155.53
2554 Handicapped Transportation, District Owned	0.00	0.00	0.00	0.00
2555 Payment To Other Districts For Non-Hand. Trans	0.00	*****	*****	0.00
2556 Payment To Other Districts For Handicapped Trans	0.00	*****	*****	0.00
2558 Non-Allowable Transportation Expenditure	1,680,054.79	0.00	0.00	1,680,054.79
2559 Early Childhood Special Education Transport Services	0.00	0.00	0.00	0.00
2561 Food Services	12,512,762.00	68,350.00	0.00	12,581,112.00
2569 Food Service - Title I	0.00	0.00	0.00	0.00
2600 Central Office Support Services	0.00	0.00	0.00	0.00
2900 Other Supporting Services	0.00	0.00	0.00	0.00
2998 Total Support Services	149,058,760.26	25,117,948.27	19,848,584.38	194,025,292.91
2999 Total Instruction & Support	228,855,354.51	143,654,690.78	19,848,584.38	392,358,629.67
NON-INSTRUCTION/SUPPORT SERVICES				
1610 Adult Basic Education	1,494,840.66	0.00	0.00	1,494,840.66
1660 Adult Continuing Education	1,483,184.38	1,476,240.33	0.00	2,959,424.71
3000 Community Services	962,723.74	771.00	0.00	963,494.74
4000 Facilities Acquisition and Construction	*****	*****	9,190,237.51	9,190,237.51
5100 Principal (Exclude DS IIIA, Include DS IIIB)	0.00	*****	0.00	0.00
5200 Interest (Exclude DS IIIA, Include DS IIIB)	0.00	0.00	0.00	0.00
5300 Other (Fin Fees, Etc- Exclude DS IIIA, Include DS IIIB)	0.00	0.00	0.00	0.00
9998 Total Non-Instruction/Support	3,940,748.78	1,477,011.33	9,190,237.51	14,607,997.62
9999 Grand Total	232,796,103.29	145,131,702.11	29,038,821.89	406,966,627.29

Year: 2009-2010 District: 115-115 ST. LOUIS CITY

Page 7

Part III-B Expenditures - Program/Object

Description	6110 Certificated Salaries	6150 Non- Certificated Salaries	6200 Employee Benefits	6300 Purchased Services	6400 Supplies	6500 Capital Outlay	Total
INSTRUCTION EXPENDITURES							
1110 Elementary	39,098,386.64	11,906,295.06	18,325,512.04	3,149,993.14	5,462,337.50	9,150.00	77,951,674.38
1130 Middle/Junior High	14,209,639.13	357,133.33	4,623,129.37	0.00	560,000.00	0.00	19,749,901.83
1150 Senior High	23,752,426.12	4,177,470.62	5,841,020.43	553,277.06	885,875.05	0.00	35,210,069.28
1191 Summer School (Regular)	2,199,535.38	350,000.59	266,426.51	1,240,714.58	68,801.09	0.00	4,125,478.15
1192 Juvenile Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1210 Special Education (1210-1240, 1260-1270, 1290)	23,685,369.32	5,782,020.40	6,914,428.68	3,185,205.73	45,034.64	0.00	39,612,058.77
1250 Culturally Different (Compensatory Education)	59,117.00	2,520,828.35	930,182.99	1,654,632.00	504,808.00	0.00	5,669,568.34
1280 Early Childhood Special Education	0.00	2,082,613.79	794,577.72	923,300.00	18,000.00	0.00	3,818,491.51
1300 Vocational Instruction	2,037,915.33	681,627.99	1,425,048.79	78,769.54	298,319.53	146,447.05	4,668,128.23
1400 Student Activities	78,034.00	35,442.00	40,635.78	239,278.63	272,284.45	0.00	665,674.86
1910 Tuition To Other Districts	*****	*****	*****	5,000,000.00	*****	*****	5,000,000.00
1920 Area Voc. School Fees	*****	*****	*****	0.00	*****	*****	0.00
1930 Tuition, Sev. Handicapped Program	*****	*****	*****	1,862,291.41	*****	*****	1,862,291.41
1940 Contracted Education Services	*****	*****	*****	0.00	*****	*****	0.00
1999 Total Instruction (K-12 only)	105,120,422.92	27,893,432.13	39,160,962.31	17,887,462.09	8,115,460.26	155,597.05	198,333,336.76
SUPPORT SERVICES							
2110 Attendance	0.00	1,714,052.40	615,665.80	4,122.48	1,100.56	0.00	2,334,941.24
2120 Guidance	5,098,542.76	579,400.09	1,929,417.42	99,236.84	1,179.71	0.00	7,707,776.82
2130 - Health, Psych, Speech and Audio	150,148.08	5,196,962.35	1,631,814.33	2,006,668.21	18,658.82	0.00	9,004,251.79
2190							
2210 Improvement of Instruction	553,334.00	2,457,646.85	790,028.72	2,120,780.03	1,762,627.50	0.00	7,684,417.10
2214 Professional Development	0.00	0.00	1,088,349.53	0.00	0.00	*****	1,088,349.53
2220 - Media Services (Library)	3,684,392.88	928,315.18	1,896,200.61	768,885.90	1,190,232.52	0.00	8,468,027.09
2290							
2310 Board of Education Services	0.00	64,471.00	22,004.14	3,571,297.87	1,179.23	0.00	3,658,952.24
2320 Executive Administration	1,224,604.83	3,626,299.60	1,770,005.84	5,752,802.92	148,904.67	59.75	12,522,677.61
2400 Building Level Administration	11,703,369.96	2,209,946.63	2,506,335.83	1,404,369.90	402,500.83	53,405.76	18,279,928.91
2510 Business, Fiscal, Internal Service (2510,20,70,90)	300,824.00	12,940,507.25	2,302,428.88	7,269,494.37	1,345,565.17	0.00	24,158,819.67
2540 Operation of Plant	0.00	971,601.60	338,676.91	28,020,461.53	9,497,453.45	19,234,639.23	58,062,832.72
2546 Security Services	0.00	3,429,055.64	1,617,988.52	62,440.23	34,635.68	0.00	5,144,120.07
2551 Pupil Transportation, Contracted	0.00	0.00	0.00	14,802,538.80	10,337.00	0.00	14,812,875.80
2552 Pupil Transportation, District Owned	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Year: 2009-2010 District: 115-115 ST. LOUIS CITY

Page 8

	Description	6110 Certificated Salaries	6150 Non- Certificated Salaries	6200 Employee Benefits	6300 Purchased Services	6400 Supplies	6500 Capital Outlay	Total
SUPPORT SERVICES (Continued)								
2553	Handicapped Transportation, Contracted	0.00	0.00	0.00	6,836,155.53	0.00	0.00	6,836,155.53
2554	Handicapped Transportation, District Owned	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2555	Payment To Other Districts For Non-Hand. Trans	*****	*****	*****	0.00	*****	*****	0.00
2556	Payment To Other Districts For Handicapped Trans	*****	*****	*****	0.00	*****	*****	0.00
2558	Non-Allowable Transportation Expenditure	0.00	314,562.00	123,482.40	1,238,616.53	3,393.86	0.00	1,680,054.79
2559	Early Childhood Special Education Transport Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2561	Food Services	68,350.00	9,260.00	0.00	12,503,502.00	0.00	0.00	12,581,112.00
2569	Food Service - Title I	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2600	Central Office Support Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2900	Other Supporting Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2998	Total Support Services	22,783,566.51	34,442,080.59	16,632,398.93	86,461,373.14	14,417,769.00	19,288,104.74	194,025,292.91
2999	Total Instruction & Support	127,903,989.43	62,335,512.72	55,793,361.24	104,348,835.23	22,533,229.26	19,443,701.79	392,358,629.67

	Description	6110 Certificated Salaries	6150 Non- Certificated Salaries	6200 Employee Benefits	6300 Purchased Services	6400 Supplies	6500 Capital Outlay	6600 Other Objects	Total
NON-INSTRUCTION/SUPPORT SERVICES									
1610	Adult Basic Education	0.00	1,387,662.66	0.00	67,300.00	31,717.00	8,161.00	*****	1,494,840.66
1660	Adult Continuing Education	1,393,402.33	635,486.86	277,321.05	152,185.34	104,307.54	396,721.59	*****	2,959,424.71
3000	Community Services	771.00	588,736.00	245,980.88	96,050.00	31,956.86	0.00	*****	963,494.74
4000	Facilities Acquisition and Construction Principal (Exclude DS IIIA, Include DS IIIB)	*****	*****	*****	*****	*****	9,190,237.51	*****	9,190,237.51
5100	Interest (Exclude DS IIIA, Include DS IIIB)	*****	*****	*****	*****	*****	*****	13,501,058.00	13,501,058.00
5200	Other (Fin Fees, Etc- Exclude DS IIIA, Include DS IIIB)	*****	*****	*****	*****	*****	*****	2,051,000.00	2,051,000.00
5300	Total Non- Instruction/Support	1,394,173.33	2,611,885.52	523,301.93	315,535.34	167,981.40	9,595,120.10	26,479,263.76	41,087,261.38
9999	Grand Total	129,298,162.76	64,947,398.24	56,316,663.17	104,664,370.57	22,701,210.66	29,038,821.89	26,479,263.76	433,445,891.05

Year: 2009-2010 District: 115-115 ST. LOUIS CITY

Page 9

Part III-C Expenditures - Object/Fund

Description	General (Incidental) Fund	Special Revenue (Teachers) Fund	Capital Projects Fund	Total All Funds
SALARY & EMPLOYEE BENEFITS				
6100 Salaries	64,947,398.24	129,298,162.76	*****	194,245,561.00
6199 Salaries - Subtotal	64,947,398.24	129,298,162.76	*****	194,245,561.00
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6211 Teacher Retirement	19,377,169.92	0.00	*****	19,377,169.92
6221 Non-Teacher Retirement	11,913,804.34	781.91	*****	11,914,586.25
6231 Old Age Survivor and Disability (OASDI)	0.00	0.00	*****	0.00
6232 Medicare	0.00	0.00	*****	0.00
6240-6270 Employee Insurance	10,346,320.72	13,846,727.18	*****	24,193,047.90
6290 Other Benefits	831,572.91	286.19	*****	831,859.10
6299 Employee Benefits - Subtotal	42,468,867.89	13,847,795.28	0.00	56,316,663.17
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PURCHASED SERVICES & SUPPLIES				
6311 Tuition	7,365,679.00	1,985,744.07	*****	9,351,423.07
6312-6314 Professional Services	1,905,208.13	0.00	*****	1,905,208.13
6315 Audit Services	183,159.00	*****	*****	183,159.00
6316 Technical Services	47,805,883.72	*****	*****	47,805,883.72
6318-6319 Legal Services	2,873,689.38	*****	*****	2,873,689.38
6330-6339 Property Services	5,691,450.73	*****	*****	5,691,450.73
6341 Contracted Transportation To and From School	24,774,469.36	*****	*****	24,774,469.36
6342 Other Contracted Pupil Transportation (Non-Route)	938,628.82	*****	*****	938,628.82
6343-6349 Travel	323,673.99	*****	*****	323,673.99
6351 Property Insurance	591,947.00	*****	*****	591,947.00
6352 Liability Insurance	684,540.75	*****	*****	684,540.75
6353 Fidelity Premium	150,000.00	*****	*****	150,000.00
6359 Judgments Against LEA	0.00	0.00	*****	0.00
6360-6390 Other Purchased Services & Prior Year Adj	9,390,296.62	0.00	0.00	9,390,296.62
6399 Purchased Services - Subtotal	102,678,626.50	1,985,744.07	0.00	104,664,370.57
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6410 General Supplies	8,728,645.84	*****	*****	8,728,645.84
6430 Regular Textbook	4,451,969.86	*****	*****	4,451,969.86
6440 Library Books	1,165.75	*****	*****	1,165.75
6450 Periodicals	806.89	*****	*****	806.89
6460 Warehouse Adjustments	0.00	*****	*****	0.00
6471 Food Service - Food Only	0.00	*****	*****	0.00
6480 Energy Supplies/Service	9,518,622.32	*****	*****	9,518,622.32
6490 Other Supplies	0.00	*****	*****	0.00
6499 Supplies - Subtotal	22,701,210.66	*****	*****	22,701,210.66

Year: 2009-2010 District: 115-115 ST. LOUIS CITY

Page 10

Description	General (Incidental) Fund	Special Revenue (Teachers) Fund	Capital Projects Fund	Total All Funds
CAPITAL OUTLAY & OTHER OBJECTS				
6510 Land	*****	*****	0.00	0.00
6520 Buildings	*****	*****	28,462,226.74	28,462,226.74
6530 Improvement To Sites	*****	*****	0.00	0.00
6541 Equipment - General	*****	*****	410,848.51	410,848.51
6542 Equipment - Instructional Apparatus	*****	*****	165,746.64	165,746.64
6551 Vehicles (Except School Buses)	*****	*****	0.00	0.00
6552 School Buses	*****	*****	0.00	0.00
6590 Other Capital Outlay	*****	*****	0.00	0.00
6599 Capital Outlay - Subtotal	0.00	*****	29,038,821.89	29,038,821.89
6610 Principal (Exclude Debt Service Fund)	0.00	*****	0.00	0.00
6620 Interest (Exclude Debt Service Fund)	0.00	0.00	0.00	0.00
6630 Other (Fin. Fees, Etc.-Exclude Debt Service)	0.00	0.00	0.00	0.00
6699 Other Objects - Subtotal	0.00	0.00	0.00	0.00
9999 Grand Total	232,796,103.29	145,131,702.11	29,038,821.89	406,966,627.29

Individual Expenditure Amounts Used In Various Calculations

	Amount
8010 Expenditures for Building Project(s) (Funded by Bond Issue Proceeds)	0.00
8011 Expenditures for Building Project(s) (Funded by Impact Aid Proceeds)	0.00
8015 Total Expenditures Free & Reduced Lunch/At Risk	0.00