

# **BOARD MEETING**

**THURSDAY, NOVEMBER 5, 2009**

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# **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**

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# St. Louis Public Schools

# SPECIAL ADMINISTRATIVE BOARD MEETING

THURSDAY, NOVEMBER 5, 2009 - 6:00 PM

ROOM 108, ADMINISTRATIVE BUILDING

801 N. 11<sup>TH</sup> 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. Operations
      - i. Benefits Renewal
      - ii. Technology
    2. Curriculum Audit
  - b. Action Items
7. Board Member Updates
8. Adjournment

[illegible]



**St. Louis Public School District**  
**SUPERINTENDENT'S REPORT**

**November 5, 2009**

**1.0 Preliminary**

**1.1 CONSENT AGENDA**

**1.2 Information Items Only**

1. OPERATIONS
  - i. Benefits Renewal
  - ii. Technology
2. CURRICULUM AUDIT  
Presentation by Phi Delta Kappa (PDK)

**1.3 Business Items – Action Required**

- 11-05-09-01** To approve a contract with Assessor Laura Cross to administer testing for the Early Reading First preschoolers for the period November 6, 2009 through May 28, 2010, in an amount not to exceed \$7,800.  
**FUNDING SOURCE:** Non GOB
- 11-05-09-02** To approve the renewal of a contract with Assessor Josephine F. Dale to administer testing for the Early Reading First preschoolers for the period November 6, 2009 through May 28, 2010, in an amount not to exceed \$7,800.  
**FUNDING SOURCE:** Non GOB
- 11-05-09-03** To approve the renewal of a contract with Assessor Earnest T. Carter to administer testing for the Early Reading First preschoolers for the period November 6, 2009 through May 28, 2010 in an amount not to exceed \$15,000.  
**FUNDING SOURCE:** Non GOB
- 11-05-09-04** To approve the renewal of a contract with Assessor Sherry Harrell to administer testing for the Early Reading First preschoolers for the period November 6, 2009 through May 28, 2010, in an amount not to exceed \$12,000.  
**FUNDING SOURCE:** Non GOB
- 11-05-09-05** To approve a contact with the National Council on Alcohol and Drug Abuse for the period November 6, 2009 – June 30, 2010, in amount not to exceed \$25,000.  
**FUNDING SOURCE:** Title VI
- 11-05-09-06** To approve the amendment of the contract with Schoolnet, Inc. for high school benchmark assessments (software license agreement and professional development) for the period November 5, 2009 through June 30, 2010, in an amount not to exceed \$11,250.  
**FUNDING SOURCE:** GOB
- 11-05-09-07** To approve the Monthly Budget Transaction Report for September 2009.  
**FUNDING SOURCE:** Not applicable

## **ITEMS FOR CONSIDERATION FOR THE NOVEMBER 19, 2009 MEETING**

- 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** 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** To approve the purchase of IBM network technology equipment through Huber & Associates, Inc. to replace the current network infrastructure at a cost not to exceed \$584,597.16.  
**FUNDING SOURCE:** Stimulus - Title II D - GOB Capital Equip
- 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





SAINT LOUIS PUBLIC SCHOOLS

Date: October 13, 2009

To: Kelvin R. Adams, Ph.D.

From: Carlinda Purcell, Ed.D., Deputy Superintendent

Agenda Item: 11-05-09-01  
Information: ☐  
Conference: ☐  
Action: ☒

**Subject:**

To approve a contract with Laura Cross, assessor, to administer testing for Early Reading First preschoolers from November 6, 2009 through May 28, 2010, at a cost not to exceed \$7,800.

**Background:**

The Early Reading First (ERF) Grant provides language and literacy strategies that support the age-appropriate development of young children's oral language, phonological awareness, print awareness, and alphabet. It also provides cognitive learning opportunities in high-quality language and literature-rich environments. To measure project implementation, participating students will be tested bi-weekly using the "Get It, Got It, Go!" and three times a year using the "Peabody Picture Vocabulary Test III" as stated in the grant. New students will be given the above-mentioned tests as they are enrolled.

Laura Cross interviewed and went through the same interview and screening process as was used in the original selection of the other assessors. Since this is the last year of the grant, the selection process has been consistent, payment is equivalent to the other assessors and she is the only person who expressed interest and flexibility in meeting our program needs.

CSIP: Goal #2, row 59  
MSIP: 7.4


**Funding Source** :299-2239-840-QJ-299-6319

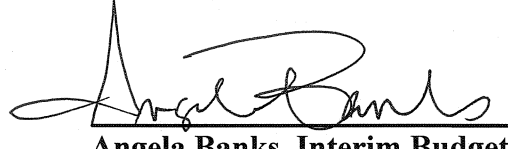
**Requisition No.** 10115065


**Cost not to exceed:** \$7,800.00

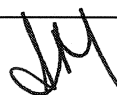
**Recommendation:** Approval

  
Carlinda Purcell, Ed.D., Dep. Supt., Academics

  
Enos Moss  
CFO / Treasurer

  
Angela Banks, Interim Budget  
Director

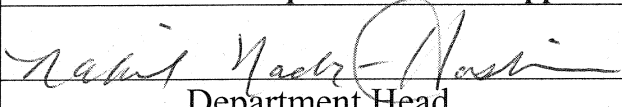
  
Kelvin R. Adams, Ph.D. /ar  
Superintendent







## REQUEST FOR SOLE SOURCE PURCHASE

<b>Requestor: Dr. Nahid Nader-Hashemi</b>	<b>Date: September 30, 2009</b>
<b>Department / School: Early Childhood Ed.</b>	<b>Phone Number: 771-4626, ext. 602</b>
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
<b>Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)</b>	
The services are to provide valid, reliable, ongoing screening and assessment to identify students at risk, guide instructional decisions, and evaluate program effectiveness. Multiple measures (Peabody Picture Vocabulary Test-III and Get it! Got it! Go!) are used to screen children's early language and literacy skills.	
<b>Vendor Name: Laura Cross</b>	<b>Email:</b>
<b>Vendor Contact: 600013872</b>	<b>Phone Number 314.313.8083</b>
<b>Justification Information</b>	
<b>1. Why the uniquely specified goods are required?</b>	
U.S. Department of Education - Early Reading First program requires evaluation of students' progress through testing at various times during the school year.	
<b>2. Why good or services available from other vendors /competitors are not acceptable?</b>	
The assessor had to be trained by the ERF supervisor in the process of administering the tests (PPVT-III and Get it! Got it! Go!).	
<b>3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)</b>	
<b>4. List the Names of other Vendors contacted &amp; Price Quotes:</b>	
None	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
<b>Your sole source request will not be approved without the required signatures below:</b>	
	September 30, 2009
Department Head	Date
CFO	Date
Superintendent	Date



**SAINT LOUIS PUBLIC SCHOOLS**

**Date: October 13, 2009**

**To: Kelvin R. Adams, Ph.D.**

**From: Carlinda Purcell, Ed.D., Deputy Superintendent**

Agenda Item: 11-05-09-02  
Information: ☐  
Conference: ☐  
Action: ☒

**Subject:**

To approve a renewal contract with Josephine F. Dale, assessor, to administer testing for Early Reading First preschoolers from November 6, 2009 through May 28, 2010, at a cost not to exceed \$7,800.

**Background:**

Renewal of Board Resolution #10-14-08-04

The Early Reading First (ERF) Grant provides language and literacy strategies that support the age-appropriate development of young children's oral language, phonological awareness, print awareness, and alphabet. It also provides cognitive learning opportunities in high-quality language and literature-rich environments. To measure project implementation, participating students will be tested bi-weekly using the "Get It, Got It, Go!" and three times a year using the "Peabody Picture Vocabulary Test III" as stated in the grant. New students will be given the above-mentioned tests as they are enrolled.

CSIP: Goal #2, row 59

MSIP: 7.4

**Funding Source :299-2239-840-QJ-299-6319**

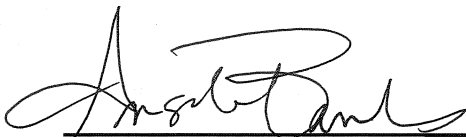
**Requisition No. 10115065**

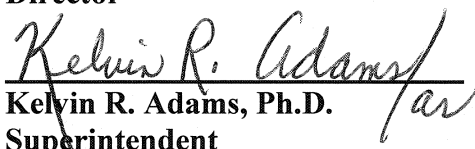
**Cost not to exceed: \$7,800.00**

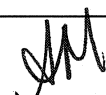
**Recommendation: Approval**

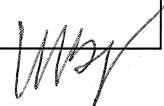
**Carlinda Purcell, Ed.D., Dep. Supt., Academics**

  
**Enos Moss**  
**CFO / Treasurer**

  
**Angela Banks, Interim Budget Director**

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







## Request for Contract Renewal Form

<b>Date of Submittal:</b> October 13, 2009	
<b>Name of Department Head submitting Request:</b> Early Childhood Education	
<b>Name of Contract:</b> Josephine F. Dale	
<b>Purpose of Contract:</b> To administer testing for Early Reading First preschoolers	
Are there changes versus prior year contract <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes explain Changes:	
<b>Total Cost of Contract (estimated cost of expenses inclusive):</b> \$7,800	
<b>Vendor Name:</b> Josephine Dale	<b>Vendor Number:</b> 600012572
<b>Start Date of Contract:</b> November 6, 2009	
<b>Expiration Date of Contract:</b> May 28, 2010	
<b>Department Responsible for Vendor Performance Monitoring:</b> Early Childhood Education	
Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Date:	
Superintendent Signature	

Please attach the Vendor Performance Report and Proposed Contract



## Vendor Performance Report

Type of report: Final <input type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: October 13, 2009	
Dept / School: Early Childhood	Reported By: Nahid Hashemi	
Vendor: Josephine Dale	Vendor #: 600012572	
Contract # / P.O / #:	Contract Name: Josephine Dale	
Contract Amount: \$7,800.00	Award Date:	
<b>Purpose of Contract (Brief Description):</b> <b>Renewal Contract – administer testing for Early Reading First preschoolers</b>		
<b>Performance Ratings:</b> 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> ). <b>Ratings</b> 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 ④ 3 2 1	
Timeliness of Delivery or Performance	⑤ 4 3 2 1	
Business Relations	5 ④ 3 2 1	
Customer Satisfaction	5 ④ 3 2 1	
Cost Control	5 ④ 3 2 1	
Average Score	4.2	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



SAINT LOUIS PUBLIC SCHOOLS

Date: October 13, 2009

To: Kelvin R. Adams, Ph.D.

From: Carlinda Purcell, Ed.D., Deputy Superintendent

Agenda Item: 11-05-09-03  
Information: ☐  
Conference: ☐  
Action: ☒

**Subject:**

To approve a renewal contract with Ernest T. Carter, assessor, to administer testing for Early Reading First preschoolers from November 6, 2009 through May 28, 2010, at a cost not to exceed \$15,000.

**Background:**

Renewal of Board Resolution 10-14-08-05

The Early Reading First (ERF) Grant provides language and literacy strategies that support the age-appropriate development of young children's oral language, phonological awareness, print awareness, and alphabet. It also provides cognitive learning opportunities in high-quality language and literature-rich environments. To measure project implementation, participating students will be tested bi-weekly using the "Get It, Got It, Go!" and three times a year using the "Peabody Picture Vocabulary Test III" as stated in the grant. New students will be given the above-mentioned tests as they are enrolled.

CSIP: Goal #2, row 59

MSIP: 7.4

**Funding Source** :299-2239-840-QJ-299-6319

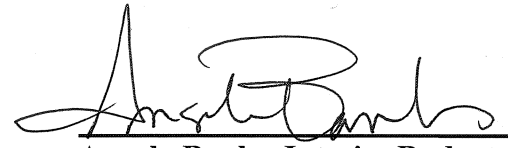
**Requisition No.** 10115062

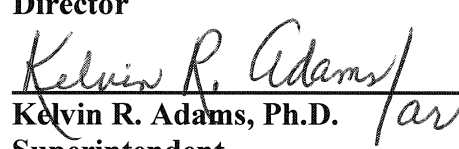
**Cost not to exceed:** \$15,000.00

**Recommendation:** Approval

**Carlinda Purcell, Ed.D., Dep. Supt., Academics**

  
**Enos Moss**  
CFO / Treasurer

  
**Angela Banks, Interim Budget Director**

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



## Vendor Performance Report

Type of report: Final <input type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: October 13, 2009	
Dept / School: Early Childhood	Reported By: Nahid Hashemi	
Vendor: Ernest Carter	Vendor #: 600012732	
Contract # / P.O. #:	Contract Name: Ernest T. Carter	
Contract Amount: \$ \$15,000	Award Date:	
Purpose of Contract (Brief Description):		
Renewal Contract – administer testing for Early Reading First preschoolers		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings ( <i>please attach additional sheets if necessary</i> ). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 ④ 3 2 1	
Timeliness of Delivery or Performance	5 ④ 3 2 1	
Business Relations	⑤ 4 3 2 1	
Customer Satisfaction	5 ④ 3 2 1	
Cost Control	5 ④ 3 2 1	
Average Score	4.2	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



## Request for Contract Renewal Form

<b>Date of Submittal:</b> October 13, 2009	
<b>Name of Department Head submitting Request:</b> Early Childhood Education	
<b>Name of Contract:</b> Ernest T. Carter	
<b>Purpose of Contract:</b> To administer testing for Early Reading First preschoolers	
Are there changes versus prior year contract <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes explain Changes:	
<b>Total Cost of Contract (estimated cost of expenses inclusive):</b> \$15,000	
<b>Vendor Name:</b> Ernest T. Carter	<b>Vendor Number:</b> 600012732
<b>Start Date of Contract:</b> November 6, 2009	
<b>Expiration Date of Contract:</b> May 28, 2010	
<b>Department Responsible for Vendor Performance Monitoring:</b> Early Childhood Education	
Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Date:	
Superintendent Signature	

Please attach the Vendor Performance Report and Proposed Contract



SAINT LOUIS PUBLIC SCHOOLS

Date: October 13, 2009

To: Kelvin R. Adams, Ph.D.

From: Carlinda Purcell, Ed.D., Deputy Superintendent

Agenda Item: 11-05-09-04  
Information: ☐  
Conference: ☐  
Action: ☒

**Subject:**

To approve a renewal contract with Sherry Harrell, assessor, to administer testing for Early Reading First preschoolers from November 6, 2009 through May 28, 2010, at a cost not to exceed \$12,000.

**Background:**

Renewal of Board Resolution #10-14-08-03

The Early Reading First (ERF) Grant provides language and literacy strategies that support the age-appropriate development of young children's oral language, phonological awareness, print awareness, and alphabet. It also provides cognitive learning opportunities in high-quality language and literature-rich environments. To measure project implementation, participating students will be tested bi-weekly using the "Get It, Got It, Go!" and three times a year using the "Peabody Picture Vocabulary Test III" as stated in the grant. New students will be given the above-mentioned tests as they are enrolled.

CSIP: Goal #2, row 59

MSIP: 7.4

**Funding Source** :299-2239-840-QJ-299-6319

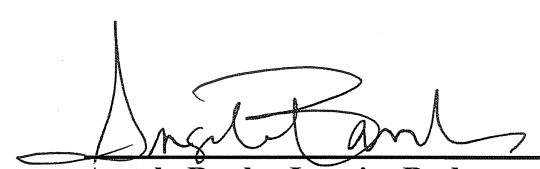
Requisition No. 10115063

**Cost not to exceed:** \$12,000.00

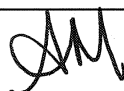
**Recommendation:** Approval

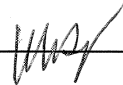
  
Carlinda Purcell, Ed.D., Dep. Supt., Academics

  
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: October 13, 2009	
Dept / School: Early Childhood	Reported By: Nahid Hashemi	
Vendor: Sherry Harrell	Vendor #: 600012573	
Contract # / P.O. / #:	Contract Name: Sherry Harrell	
Contract Amount: \$ \$12,000	Award Date:	
<b>Purpose of Contract (Brief Description):</b>		
<b>Renewal Contract – administer testing for Early Reading First preschoolers</b>		
<b>Performance Ratings:</b> Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings ( <i>please attach additional sheets if necessary</i> ). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 ④ 3 2 1	
Timeliness of Delivery or Performance	⑤ 4 3 2 1	
Business Relations	5 ④ 3 2 1	
Customer Satisfaction	⑤ 4 3 2 1	
Cost Control	5 ④ 3 2 1	
Average Score	4.4	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



## Request for Contract Renewal Form

<b>Date of Submittal:</b> October 13, 2009	
<b>Name of Department Head submitting Request:</b> Early Childhood Education	
<b>Name of Contract:</b> Sherry Harrell	
<b>Purpose of Contract:</b> To administer testing for Early Reading First preschoolers	
Are there changes versus prior year contract <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If Yes explain Changes:	
<b>Total Cost of Contract (estimated cost of expenses inclusive):</b> \$12,000	
<b>Vendor Name:</b> Sherry Harrell	<b>Vendor Number:</b> 600012573
<b>Start Date of Contract:</b> November 6, 2009	
<b>Expiration Date of Contract:</b> May 28, 2010	
<b>Department Responsible for Vendor Performance Monitoring:</b> Early Childhood Education	
Approved <input type="checkbox"/> Disapproved <input type="checkbox"/> Date:	
Superintendent Signature	

Please attach the Vendor Performance Report and Proposed Contract



SAINT LOUIS PUBLIC SCHOOLS

Date: October 8, 2009

To: Kelvin R. Adams, Ph.D.

From: Carlinda Purcell, Ed.D., Deputy Superintendent

Agenda Item: 11-05-09-05

Information: ☐

Conference: ☐

Action: ☒

**Subject:**

To enter into a contract with NCADA, National Council On Alcohol and Drug Abuse, for the period November 6, 2009 – June 30, 2010 in an amount not to exceed \$ 25, 000.

**Background:**

This is a continuation of an agreement that has been in place for over 10 years. NCADA will offer a program called CPR, Comprehensive Prevention and Resiliency, to SLPS children and staff. Developing resiliency skills are critical to reducing the risk of a young person becoming involved with substance abuse and violence. Resiliency skills include anger management, problem solving, self esteem, and developing social competency skills.


CSIP page 10, Item #6  
MSIP Link 9.6

**Funding Source** :620-2214-814-T3-620-6319

**Requisition No.** 10115227

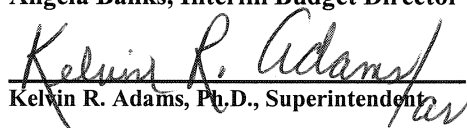
**Cost not to exceed:** \$25,000

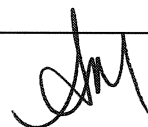
**Recommendation:** Approval

  
Dr. Carlinda Purcell, Deputy Superintendent

  
Enos Moss, CFO / Treasurer

  
Angela Banks, Interim Budget Director

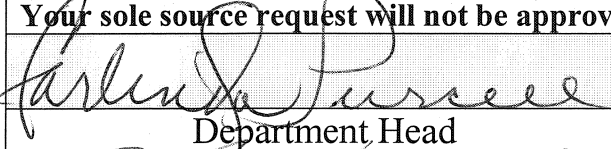
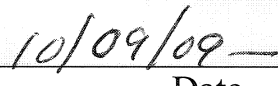

  
Kelvin R. Adams, Ph.D., Superintendent







## REQUEST FOR SOLE SOURCE PURCHASE

<b>Requestor: Linda Bell</b>	<b>Date: October 8, 2009</b>
<b>Department / School:</b>	<b>Phone Number: 314.345-4474</b>
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
<b>Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)</b>	
NCADA National Council on Alcoholism and Drug Abuse has been in operation for 42 years. It is the primary provider of substance prevention services for students in Eastern Missouri. Boeing gives a \$25,000.00 supplemental grant to NCADA for the children of SLPS.	
<b>Vendor Name: NCADA National Council on Alcohol and Drug Abuse</b>	<b>Email: hkopolow@ncada-stl.org</b>
<b>Vendor Contact: Harriett Kopolow</b>	<b>Phone Number 314-962.3456</b>
<b>Justification Information</b>	
<b>1. Why the uniquely specified goods are required?</b>	
<b>2. Why good or services available from other vendors /competitors are not acceptable?</b>	
<b>3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)</b>	
<b>4. List the Names of other Vendors contacted &amp; Price Quotes:</b>	
<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>	
<b>Your sole source request will not be approved without the required signatures below:</b>	
 Department Head	 Date
 CFO	 Date
 Superintendent	 Date

## **AGREEMENT FOR CONSULTING SERVICES**

THIS AGREEMENT for Consulting Services ("Agreement"), made as of the 21st day of October, 2009 by and between The Board of Education of the City of St. Louis, a body corporate and Missouri metropolitan school district, with its principal offices located at 801 North 11th Street, St. Louis, Missouri 63101 ("Board" or "Board of Education") and NCADA, National Council On Alcoholism & Drug Abuse, a business with its principal offices located at 8790 Manchester, St. Louis, MO 63144, ("Consultant").

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

WHEREAS, Consultant is willing to provide such services to the Board of Education; and

WHEREAS, the Board of Education and Consultant 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 is hereby acknowledged, the Board and Consultant agree as follows:

1. **SCOPE OF SERVICES.** The Board hereby retains Consultant to perform, and Consultant agrees to provide to the Board, the services as set forth and described on Exhibit A, attached hereto and incorporated herein by reference (the "Services").

2. **COMPENSATION.** The Board of Education agrees to pay Consultant the total amount of contract Dollars (\$25, 000.00) for performance of the Services. Said Compensation shall be paid upon completion of Services and the submission of invoices by Consultant, satisfactory to the Board, unless a different schedule is specified in Exhibit A. Contractor is responsible for all of Contractor's costs and expenses associated with this Agreement unless otherwise specified in Exhibit A.

3. **TERM.** The Consultant shall begin providing the Services to the Board of Education by October 21, 2009 and shall complete the performance of the Services no later than June 30, 2010. Subject to any written, mutually agreed upon extension, or as otherwise may be agreed in writing by the parties, the term of this Agreement shall coincide with the time for the performance of the Services by Consultant.

4. **WARRANTY FOR SERVICES.** Consultant warrants and represents to the Board of Education 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.

5. **REMEDIES FOR UNSATISFACTORY SERVICES.** In the event Consultant fails to provide the Services consistent with the warranties and representations set forth in Section 4 above, the Board of Education at its option, may: (a) require Consultant to 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.

6. **INSURANCE.**

A. Consultant shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, worker's compensation and employers' liability in the amounts specified in Exhibit 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 Worker's Compensation and Employers' Liability, with respect to the liability arising out of the performance of Consultant's Services under this Agreement.

C. Certificates of insurance of Consultant'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 effect.

7. **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. 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.

B. In the event of a breach of this Agreement by either Consultant 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.

8. **INDEMNITY.** Consultant agrees to indemnify and hold harmless the Board and the Board's members, officers, 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 and agreement herein provided to be performed by Consultant.

9. **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 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.

10. **REPORTING.** During the term of this Agreement, Consultant shall report to, and confer with, the Board's coordinator of Safe/Drug-Free Schools, 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.

11. **ASSIGNMENT.** Consultant agrees, for Consultant and on behalf of Consultant's successors, heirs, executors, 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 and shall not be subject to execution, attachment, or similar process, without the express written consent 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.

12. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement and there are no understandings, representations or agreements, oral or written, express or implied other than those set forth herein. 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 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 both parties. Consultant expressly acknowledges that only the Board of Education of the City of St. Louis, acting by majority vote (or greater if required by law or policy) may agree to any modification of this Agreement. Any act by an individual(s) which purports to modify this Agreement or approve a modification without express written authority from the Board of Education shall be null and void from its inception, and neither the Board of

Education nor any of its officers, members, employees, servants or agents shall be liable therefore, either in their official or individual capacities.

13. **NOTICES.** All notices, consents, waivers or other communications which are required or permitted hereunder shall be given in writing and delivered personally, by first class or express mail (postage prepaid), by Federal Express or other overnight courier service (charges prepaid), or by facsimile transmission to the address or facsimile number, as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To Board: Superintendent, Legal Notice Enclosed  
St. Louis Public Schools  
801 North 11th Street  
St. Louis, Missouri 63101

To Consultant:

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 other overnight courier service, the day after deliver to such service, for delivery to that person, or in the case of facsimile transmission, when received.

14. **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.

15. **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.

16. **READINGS.** 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.

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

18. **BINDING EFFECT.** This 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.

19. **LICENSES AND PERMITS.** Consultant shall obtain at Consultant's expense all licenses and permits necessary to perform the Services.

20. **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.

21. **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.

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

23. **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 Board. 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.

24. **INFRINGEMENT.** Consultant warrants to the Board that Consultant, in connection with performing the Services, will not infringe any patent, trademark, copyright, trade secrets, confidential information or any other proprietary right of any person. Consultant further represents and warrants to the Board that neither Consultant nor any other company or individual performing Services pursuant to this Agreement is under any obligation to assign or give any work done under this Agreement to any third party.

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

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

*[Remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Agreement for Consulting Services**

**SCOPE OF SERVICES**

- 1) To create a supportive environment for our recent reform efforts.
- 2) Communicate the benefits of this reform.
- 3) Mobilize key segments of the community in support of SLPS
- 4) Develop mechanisms for obtaining feedback from the community and promoting two-way dialogue.
- 5) Identify effective proactive communication strategies to reach our Internal audiences (current teachers, retired teachers, administrators and non-certified staff)
- 6) Identify effective proactive communication strategies to reach our External audiences (parents, general public, community leaders, elected officials, etc.)
- 7) Outline a proactive marketing/student recruitment plan.
- 8) Creates an effective “grassroots” communication strategy.

**PAYMENT SCHEDULE**  
**(If other than upon completion of Services  
and Submission of Invoice)**

**CONTRACT COSTS AND EXPENSES**  
**TO BE PAID BY BOARD**  
**(if any)**

### **INSURANCE COVERAGE REOUIRED**

Comprehensive General Liability	\$ 1,000.000
Automotive Liability	\$ 1,000,000
Workers' Compensation	\$ 500,000
Employer's Liability	\$ 500,000
Other	\$5MM/\$MM



SAINT LOUIS PUBLIC SCHOOLS

**Date:** October 6, 2009  
**To:** Dr. Kelvin R. Adams, Superintendent  
**From:** Dr. Cleopatra Figgures, Chief Accountability Officer

Agenda Item 11-05-09-06  
Information ☐  
Conference ☐  
Action ☒

**Subject:**

To amend the contract with Schoolnet, Inc. for high school benchmark assessments (software, license agreement and professional development) provided November 5, 2009 through June 30, 2010 at a cost not to exceed \$11,250.00.

**Background:**

Schoolnet, Inc. provides formative high school assessments along with the achievement planner system, which prescribes supplemental lesson plans for remediation and enrichment.

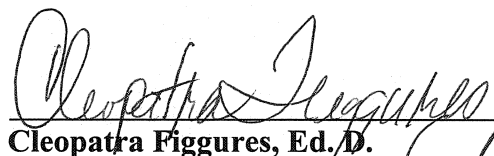
MSIP Standard: 6.2.1 and 6.7.4

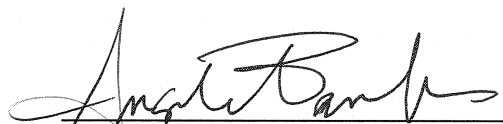
**Funding Source:** 110-2822-984-00-110-6319


**Requisition No.:** 10115158

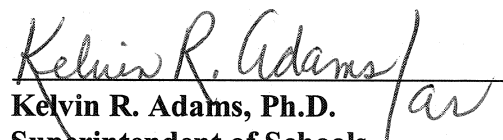
**Cost not to exceed:** \$11,250

**Recommendation:** Approval

  
Cleopatra Figgures, Ed.D.  
Chief Accountability Officer *(pl)*

  
Angela Banks  
Interim Director of Budgets

  
Enos Moss  
CFO/Treasurer

  
Kelvin R. Adams, Ph.D.  
Superintendent of Schools *an*

*MMB*



# Invoice

<b>Date</b>	10/6/2009
<b>Invoice Number</b>	INV00000891

**525 7th Avenue, 4th Floor  
New York, NY 10018**

**Bill To:**

St. Louis City Public Schools  
Dr. Cleopatra Figgures  
801 N 11th Street 2nd floor  
St Louis MO 63101

PO No.	Invoice Number	Payment Terms
	INV00000891	Net 30

Description	Rate	Quantity	Amount
Remaining Fees for Year 1 of the contract	\$11,250.00	1.00	\$11,250.00

Phone #	Fax #
646.496.9000	212.764.0569

<b>Tax</b>	\$0.00
<b>Total</b>	<b>\$11,250.00</b>

## Improving the World's Education Systems

10-06-2009

Requisition Report

1

REQUISITION NUMBER 10115158 \*\*\*\*\*NOT A PURCHASE ORDER - FOR INTERNAL USE ONLY\*\*\*\*\* <=====

GENERAL LEDGER 6319 COST CENTER 984-00-110  
FUND 110-2822 DATE CREATED 10-06-2009  
DESIRED VENDOR 600013304 VENDOR NAME SCHOOLNET, INC.  
STORAGE LOCATION 1005 PURCHASING GROUP CCI  
REQUISITIONER RLewis GOODS RECIPENT  
UNLOAD POINT TRACKING NUMBER CFIGGURES  
MATERIAL GROUP 100 PURCHASE NUMBER

\*\*\*\*\*NOT A PURCHASE ORDER - FOR INTERNAL USE ONLY \*\*\*\*\* <=====

ITEM NO	DESCRIPTION/VENDOR MATERIAL #	QTY	UNIT	UNIT PRICE	ITEM TOTAL
00010	To amend the contract with SchoolNet-	1.000	PU	11,250.00	11,250.00

TOTAL REQ. AMOUNT 11,250.00  
REQUISITION NUMBER \*\*\*\*\*NOT A PURCHASE ORDER - FOR INTERNAL USE ONLY\*\*\*\*\* <=====



SAINT LOUIS PUBLIC SCHOOLS

Date: October 5, 2009

To: Kelvin R. Adams, Ph.D.

From: Enos K. Moss, CFO/Treasurer

Agenda Item:

11-05-09-07

Information:

☐

Conference:

☐

Action:

☒

**Subject:**

Approval of the Monthly Budget Transaction Report for September 2009.

**Background:**

MSIP LINKAGE 8.5.1  
CSIP Goal 2, Row 73

**Funding Source** :N/A

Requisition No.

**Cost not to exceed:**

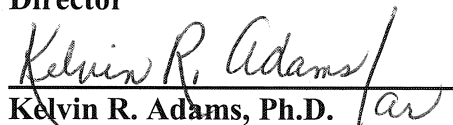
**Recommendation:** Approval



Enos Moss  
CFO / Treasurer



Angela Banks, Interim Budget  
Director



Kelvin R. Adams, Ph.D.  
Superintendent

## September 2009 Transactions

ST. LOUIS BOARD OF EDUCATION  
MONTHLY BUDGET REPORT

ACTIVITY TYPES INCLUDED: KBUS KBUE KBRO KBNO

**110 INCIDENTAL FUND**1. SAP# 501609854

From:	110-2411	698-00-110	6411	\$500.00-
To:	110-2411	698-00-110	6383	\$500.00

Control No: B-0116

Total Amount: \$500.00

Text: Travel reimbursement for Pasadena Weathersby, Teacher of Delinquents @ Fresh Start, who attended the Missouri Option Conference August 4, 2009 in Jefferson City.

2. SAP# 501638319

From:	110-2611	803-00-110	6121	\$62,958.00-
	110-2611	803-00-110	6211	\$7,065.00-
	110-2611	803-00-110	6231	\$4,816.29-
	110-2611	803-00-110	6241	\$7,393.91-
	110-2611	803-00-110	6242	\$382.93-
	110-2611	803-00-110	6243	\$85.08-
	110-2611	803-00-110	6244	\$22.36-
	110-2611	803-00-110	6245	\$665.16-
	110-2611	803-00-110	6246	\$214.18-
	110-2611	803-00-110	6261	\$1,762.82-
	110-2223	981-L3-110	6123	\$62,958.00
	110-2223	981-L3-110	6211	\$7,065.00
	110-2223	981-L3-110	6231	\$4,816.29
	110-2223	981-L3-110	6241	\$7,393.91
	110-2223	981-L3-110	6242	\$382.93

To:

Continued:

110-2223	981-L3-110	6243	\$85.08
110-2223	981-L3-110	6244	\$22.36
110-2223	981-L3-110	6245	\$665.16
110-2223	981-L3-110	6246	\$214.18
110-2223	981-L3-110	6261	\$1,762.82

Control No: B-0188

Total Amount: \$85,365.73

Text: Transfer Noren Kirksey's salary and fringes from Operations to Technology. Noren's title is now Information Analyst for Technology.

3. SAP# 50164003

From:	110-2624	157-00-110	6333	\$93,850.00-
To:	110-2624	313-00-110	6333	\$93,850.00

Control No: B-0199

Total Amount: \$93,850.00

Text: Transfer funds to McKinley School for repairs to the third floor by Craftmen Contractors, per Board Resolution # 06-25-09-31.

4. SAP# 501640031-501640038

To:	110-3315	420-N1-110	6231	\$535.50
	110-3315	420-N1-110	6261	\$196.00
	110-3315	448-N1-110	6231	\$535.50
	110-3315	448-N1-110	6261	\$196.00
	110-3315	593-N1-110	6231	\$535.50
	110-3315	593-N1-110	6261	\$196.00

Control No: B-0218

Total Amount: 2194.50

Text: Appropriated funds for the Teacher Home Visit Program on behalf of the Greater St. Louis Community Foundation.

**FROM 110 INCIDENTAL FUND TO 120 TEACHER'S FUND****1. SAP# 501609853**

From:	110-2215	824-00-110	6143	\$181,077.41-
To:	120-2215	824-00-120	6143	\$181,077.41

Control No: B-0115

Total Amount: \$181,077.41

Text: Professional Development funds were incorrectly put into 110 (Incidental) but should be in 120 (Teachers Fund).

**2. SAP# 501637411**

From:	110-2411	820-00-110	6371	\$1,591.80-
To:	120-2411	377-55-120	6143	\$1,591.80

Control No: B-0178

Total Amount: \$1,591.80

Text: Reallocated funds to pay 60 hours of Extra Service for Tamara Roseman, @ Yeatman Middle School.

**3. SAP# 501610945**

From:	110-2122	820-00-110	6143	\$2,296.80-
To:	120-2122	125-55-120	6143	\$2,296.80

Control No: B-0187

Total Amount: \$2,296.80

Text: Reallocated funds to pay extra service for Sonja Little, Desiree Speed and Daron Williams, Counselors @ Beaumont High School.

**4. SAP# 501610943**

From:	110-2122	820-00-110	6143	\$1,531.20-
To:	120-2122	156-55-120	6143	\$1,531.20

Control No: B-0214

Total Amount: \$1,531.20

Text: Reallocated funds to pay extra service for Dorothy Mang and Catherine Thomas, Counselor's @ Metro High.

**120 TEACHER'S FUND****1. SAP# 501640031-501640038**

To:	120-3315	420-N1-120	6143	\$7,000.00
	120-3315	448-N1-120	6143	\$7,000.00
	120-3315	488-N1-120	6143	\$7,000.00
	120-3315	593-N1-120	6143	\$7,000.00

Control No: B-0218

Total Amount: \$28,000.00

Text: Appropriated funds for the Teacher Home Visit Program on behalf of the Greater St. Louis Community Foundation.

**220 EARLY CHILDHOOD SPECIAL EDUCATION****1. SAP# 501635539**

From:	220-2144	828-00-220	6149	\$79,000.00-
	220-2144	828-00-220	6113	\$6,043.50-
	220-2144	828-00-220	6113	\$2,212.00-
To:	220-2144	828-60-220	6149	\$79,000.00
	220-2144	828-60-220	6231	\$6,043.50
	220-2144	828-60-220	6261	\$2,212.00

Control: B-0174

Total Amount: \$87,254.50

Text: Transfer funds to pay the salaries of 3 Special Ed. Retirees Return to Work Psychologists.

**230 TITLE I****1. SAP# 501640007**

From:	230-2822	984-CC-230	6111	\$104,604.75-
	230-2822	984-CC-230	6211	\$13,956.58-
	230-2822	984-CC-230	6231	\$10,297.26-
	230-2822	984-CC-230	6241	\$12,919.08-

Continued:

230-2822	984-CC-230	6242	\$695.06-
230-2822	984-CC-230	6243	\$166.08-
230-2822	984-CC-230	6244	\$41.80-
230-2822	984-CC-230	6245	\$1,243.56-
230-2822	984-CC-230	6246	\$400.00-
230-2822	984-CC-230	6261	\$3,768.93-
230-2214	802-CC-230	6319	\$104,604.75
230-2214	802-CC-230	6319	\$13,956.58
230-2214	802-CC-230	6319	\$10,297.26
230-2214	802-CC-230	6319	\$12,919.08
230-2214	802-CC-230	6319	\$695.06
230-2214	802-CC-230	6319	\$166.08
230-2214	802-CC-230	6319	\$41.80
230-2214	802-CC-230	6319	\$1,243.56
230-2214	802-CC-230	6319	\$400.00
230-2214	802-CC-230	6319	\$3,768.93

To:

Control No: B-0195

Total Amount: \$148,093.10

Text: Transferred Indirect Cost Title I funds to set up a contract with Phi Delta Kappa International per Board Resolution # 09-22-09-10.

2. SAP# 501640013

From:	230-1127	814-AM-230	6411	\$78,000.00-
To:	230-1663	827-CC-230	6319	\$78,000.00

Control No: B-0209

Total Amount: \$78,000.00

Text: Transferred Title I funds to set up a contract with John Windom for After School Programs.

**240 ADULT VOCATION/ACADEMIC ED.**1. SAP# 501623186

To: 240-1631 023-00-240 6831 \$3,000.00

Control No: B-0164

Total Amount: \$3,000.00

Text: Reimbursement to the St. Louis Community Credit Union for its Scholarship fund. A candidate was never found for the scholarship therefore funds are returned to the Credit Union.

**270 SPECIAL EDUCATION**1. SAP# 501635535

From: 270-1232 828-00-270 6311 \$552,307.00-

To: 270-1232 976-00-270 6641 \$552,307.00

Control No: B-0158

Total Amount: \$552,307.00

Text: Transfer funds to accommodate indirect costs associated with a grant.

**290 MINI FEDERAL PROGRAMS**1. SAP# 501609817

To: 290-2213 847-Q8-290 6143 \$138,984.00

290-2213 847-Q8-290 6144 \$1,919.00

290-2213 847-Q8-290 6231 \$10,779.00

290-2213 847-Q8-290 6261 \$3,945.28

290-2213 847-Q8-290 6389 \$2,560.00

290-2213 847-Q8-290 6411 \$4,399.72

Control No: B-0110

Total Amount: \$162,587.00

Text: Set up appropriations for the Mathematicians in Residence Academy Summer Program. This program is in partnership with the Parkway School District and funded through the US Department of Education.

2. SAP# 501638343

To:	290-1351	193-UN-290	6143	\$22,301.30
	290-1351	193-UN-290	6144	\$3,348.00
	290-1351	193-UN-290	6231	\$2,050.00
	290-1351	193-UN-290	6261	\$749.00
	290-1351	193-UN-290	6319	\$19,686.70
	290-1351	193-UN-290	6338	\$2,500.00
	290-1351	193-UN-290	6363	\$450.00
	290-1351	193-UN-290	6384	\$64,000.00
	290-1351	193-UN-290	6386	\$288.00
	290-1351	193-UN-290	6443	\$243,477.00
	290-1351	193-UN-290	6541	\$31,500.00

Control No: B-0191

Total Amount: \$390,350.00

Text: Set up appropriations for Carnahan School eMINTS Title IID Grant from DESE for the 2009-2010 school year.

3. SAP# 501640019

To:	290-1111	671-UT-290	6143	\$2,340.00
	290-1111	671-UT-290	6149	\$19,000.00
	290-1111	671-UT-290	6231	\$1,633.00
	290-1111	671-UT-290	6261	\$598.00
	290-1111	671-UT-290	6312	\$500.00
	290-1111	671-UT-290	6389	\$893.00

Control No: B-0217

Total Amount: \$24,964.00

Text: Appropriated funds received from the Stimulus funding for the Safe Schools Grant through DESE.

4. SAP# 501640023

From:	290-1394	826-KZ-290	6411	\$24,370.00-
To:	290-1394	826-KZ-290	6319	\$24,370.00

Control No: B-0230

Total Amount: \$24,370.00

Text: Transferred funds for a contract with Career Cruising per Board Resolution # 08-06-09-08.

**299 MINI FEDERAL PROGRAMS**

1. SAP# 501639991

From:	299-2331	802-QI-299	6383	\$53,000.00-
	299-2331	802-QI-299	6211	\$850.00-
To:	299-2331	802-QI-299	6432	\$53,000.00
	299-2331	802-QI-299	6432	\$850.00

Control No: B-0207

Total Amount: \$53,850.00

Text: Funds transferred for the purchase of Advanced Placement books.

**510 SCHOOL LUNCHROOM**

1. SAP#501635544

To:	510-3133	400-UR-510	6541	\$17,600.00
	510-3133	436-UR-510	6541	\$4,600.00
	510-3133	440-UR-510	6541	\$4,600.00
	510-3133	463-UR-510	6541	\$33,600.00
	510-3133	478-UR-510	6541	\$4,600.00
	510-3133	492-UR-510	6541	\$4,600.00

Control No: B-0175

Total Amount: \$69,600.00

Text: Appropriated funds from the American Recovery and Reinvestment Act (ARRA) for the purchase of kitchen equipment for various schools.

**629 TITLE VI**

1. SAP# 501618118

To:	629-2214	814-T3-629	6319	\$25,593.15
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Control No: B-0160

Total Amount: \$25,593.15

Text: Set up appropriations for contract services to Blue Hills Community Services as approved by Board Resolution # 08-14-08-06.

2. SAP# 501640011

To: 629-2214 814-00-629 6443 \$49,181.00

Control No: B-0232

Total Amount: \$49,181.00

Text: Set up Title VI funds per Betty Morff from DESE to purchase computers under \$1,000.00.

640 TITLE I1. SAP# 501640016

From: 640-1127 502-AM-640 6411 \$5,000.00-

To: 640-1127 502-AM-640 6383 \$5,000.00

Control No: B-0233

Total Amount: \$5,000.00

Text: Travel and professional development expenses for Nathalie Means, Principal @ Jefferson Elementary, to visit  
Louis Agassiz Elementary School in Chicago, IL., October 16, 2009.730 FOUNDATIONS & CONTRIBUTIONS1. SAP# 501640012

To: 730-1111 612-US-730 6411 \$1,878.00

730-1111 612-US-730 6415 \$122.00

Control No: B-0181

Total Amount: \$2,000.00

Text: Appropriated funds received from the Sprint Foundation for the Character Education Grant for Woodward School.

2. SAP# 501638320

To: 730-2591 914-R9-730 6149 \$5,000.00

730-2591 914-R9-730 6231 \$382.50

730-2591 914-R9-730 6261 \$140.00

730-2591 914-R9-730 6338 \$3,000.00

730-2591 914-R9-730 6364 \$1,000.00

730-2591 914-R9-730 6411 \$59,508.50

Continued:

Control No: B-0189

Total Amount: \$69,031.00

Text: Appropriated Record Center/Archives funds for the salary of a temporary employee, supplies, postage and maintenance of equipment.

3. SAP# 501638341

To: 730-2232 835-NF-730 6319 \$2,500.00

Control No: B-0190

Total Amount: \$2,500.00

Text: Appropriated funds received from BJC Health System in support of the St. Louis Public Schools Career Awareness Fair.

5. SAP# 501640031-501640038

To:	730-3315	420-N1-730	6143	\$452.00
	730-3315	420-N1-730	6231	\$34.58
	730-3315	420-N1-730	6261	\$12.66
	730-3315	420-N1-730	6364	\$100.00
	730-3315	420-N1-730	6384	\$1,000.00
	730-3315	420-N1-730	6411	\$1,000.00
	730-3315	448-N1-730	6143	\$452.00
	730-3315	448-N1-730	6231	\$34.58
	730-3315	448-N1-730	6261	\$12.66
	730-3315	448-N1-730	6364	\$100.00
	730-3315	448-N1-730	6384	\$1,000.00
	730-3315	448-N1-730	6411	\$1,000.00
	730-3315	488-N1-730	6143	\$452.00
	730-3315	488-N1-730	6231	\$34.58
	730-3315	488-N1-730	6261	\$12.66
	730-3315	488-N1-730	6364	\$100.00
	730-3315	488-N1-730	6384	\$1,000.00
	730-3315	488-N1-730	6411	\$1,000.00
	730-3315	593-N1-730	6143	\$452.00

Continued:

730-3315	593-N1-730	6231	\$34.58
730-3315	593-N1-730	6261	\$12.66
730-3315	593-N1-730	6364	\$100.00
730-3315	593-N1-730	6384	\$1,000.00
730-3315	593-N1-730	6411	\$1,000.00

Control No: B-0218

Total Amount: \$41,322.94

Text: Appropriated funds for the Teacher Home Visit Program on behalf of the Greater St. Louis Community Foundation.

**739 FOUNDATIONS & CONTRIBUTIONS****1. SAP# 501613121**

To: 739-2124 880-QU-739 6384 \$320.00

Control No: B-0159

Total Amount: \$320.00

Text: Appropriated funds received from The Institute KASS-MSO, Inc. in support of Student Support Services.

**740 FOUNDATIONS & CONTRIBUTIONS****1. SAP# 501640029**

To:	740-1672	036-00-740	6143	\$2,267.51
	740-1672	036-00-740	6231	\$173.60
	740-1672	036-00-740	6261	\$68.03

Control No: B-0248

Total Amount: \$2,509.00

Text: Appropriated tuition received from Nottingham Community Ed. Center.

**909 CAPITAL PROJECTS****1. SAP# 501640002**

From: 909-2624 905-HE-909 6522 \$275,684.77-

## Continued:

To:	909-2624	313-HE-909	6522	\$275,684.77
Control No:	B-0212			
Total Amount:				\$275,684.77
Text: Funds transferred to pay for HVAC Hazardous Materials Services performed @ McKinley School by General Waste Services per Board Resolution # 04-03-08-17.				





**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 :**

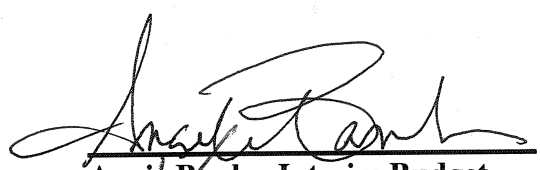
**Requisition No.**


**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

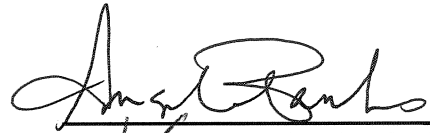
**Recommendation:** Approval




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	
<b>Purpose of Contract (Brief Description):</b>  Provide Benefit Consultation for the District. Provide Knowledge and Actuarial Services for Benefit Renewals.		
<b>Performance Ratings:</b> 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

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

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 6<sup>th</sup> 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.

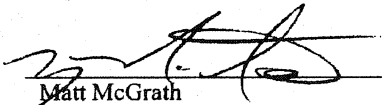
**5.13 Ownership of Completed Services.** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or 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>
<b>First Year</b>	
Consulting Fee	\$135,000
<b>Second Year</b>	
Consulting Fee	\$140,000
<b>Third Year</b>	
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 1996<sup>1</sup> (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.

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<sup>1</sup> 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: Diana B.  
Date: 12-7-67  
Name: (Print): Diana B.  
Title: Shift

Signed:   
Date: 5/12/67  
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

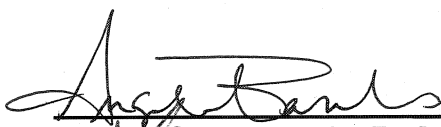
Requisition No. 10115242

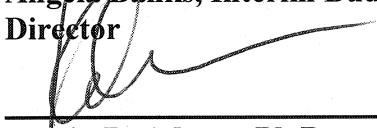
**Cost not to exceed:** \$202,000.00

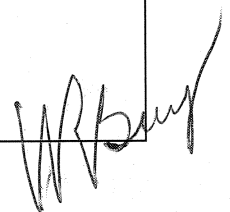
**Recommendation:** Approval

  
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

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

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](mailto:tneely@fbmc-benefits.com)

To Employer: Superintendent  
Board of Education of the  
City of St. Louis  
801 N. 11<sup>th</sup> 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. 11<sup>th</sup> 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, Chief Operations Officer

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

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**

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**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
<b>Total Annual Costs For 2007</b>	<b>\$3.655</b>
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
<b>Total Annual Costs For 2008 &amp; 2009</b>	<b>\$3.825</b>

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

analysis, and plan enrollment or change of enrollment assistance and for the Employer's administrative staff. 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 flexible benefit plans.


retain control over and make payments from all Employee salary reductions under the Cafeteria Plan.

The parties shall work together to establish the full scope of FBMC's duties under the Cafeteria Plan, consistent with the Agreement and the Appendices and Exhibits attached thereto.

**15. Cafeteria Plan.** FBMC acknowledges that Employer and its Health Benefit Trust shall

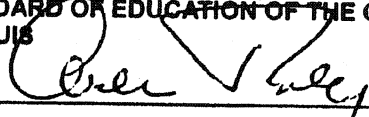
IN WITNESS WHEREOF, Employer and FBMC have caused this Service Appendix to be executed in their names by their undersigned officers, the same being duly authorized to do so (sign and date only if effective date is different from Effective Date of Agreement).

**FRINGE BENEFITS MANAGEMENT COMPANY**

By:   
Barbara L. Gonzales, Chief Operations Officer

**EMPLOYER**

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

By:   
\_\_\_\_\_  
(Print Officer Name and Title)

## 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.

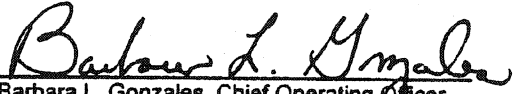
Employer is responsible for reviewing all reports submitted by FBMC and notifying FBMC of any errors of which it is aware within a reasonable period of time after reviewing them.

**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).

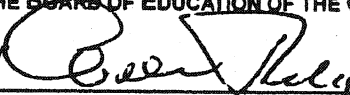
**Fringe Benefits Management Company**

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: 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  $\leq 45$  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.



**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

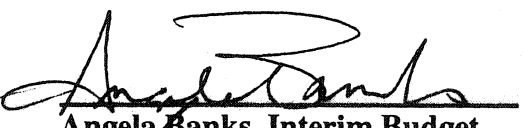
**Funding Source** :Board of Education Health Benefits Trust    **Requisition No.**

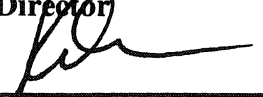
**Cost not to exceed:** \$14,254,788.00

**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

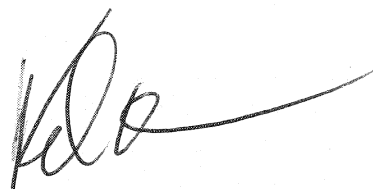
**Recommendation:** Do Not Approve



**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.

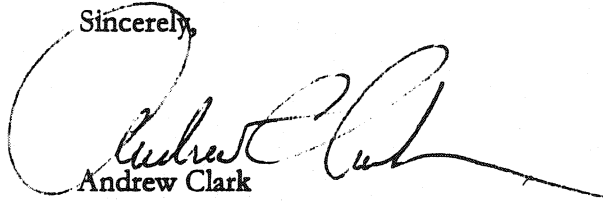
Mr. Richard Sullivan

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](mailto: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.

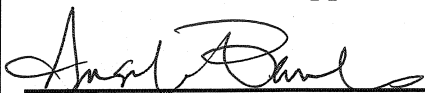
CSIP Goal #2, Row 74  
MSIP 8.5.2

**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

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### 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.

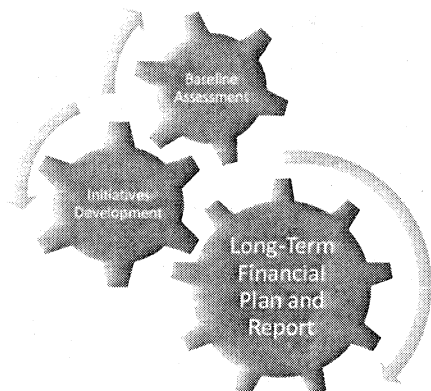
The challenge, of course, is to find ways to dedicate sufficient resources to the many areas of need and opportunity within the SLPS, particularly when its two major revenue sources, state aid and property taxes, now face significant uncertainties. In the current environment, the need for a long-term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

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- **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:

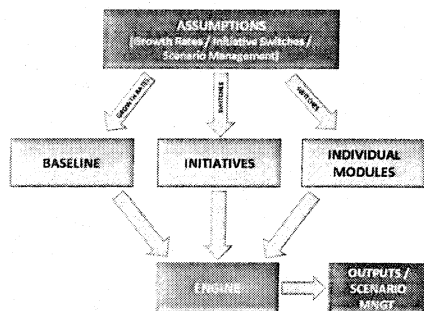
- **Incorporate the baseline assessment into a quantitative, multi-year financial projection model, with scenario evaluation capability.** PFM has been a recognized national leader in the development of long-term financial plans for major governments for more than 15 years. Over the course of this experience, 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.

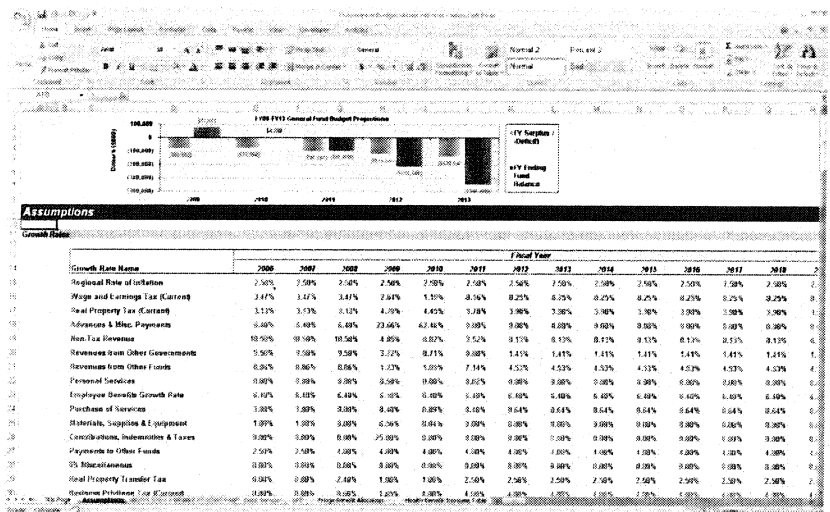




## Scope of Services

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.

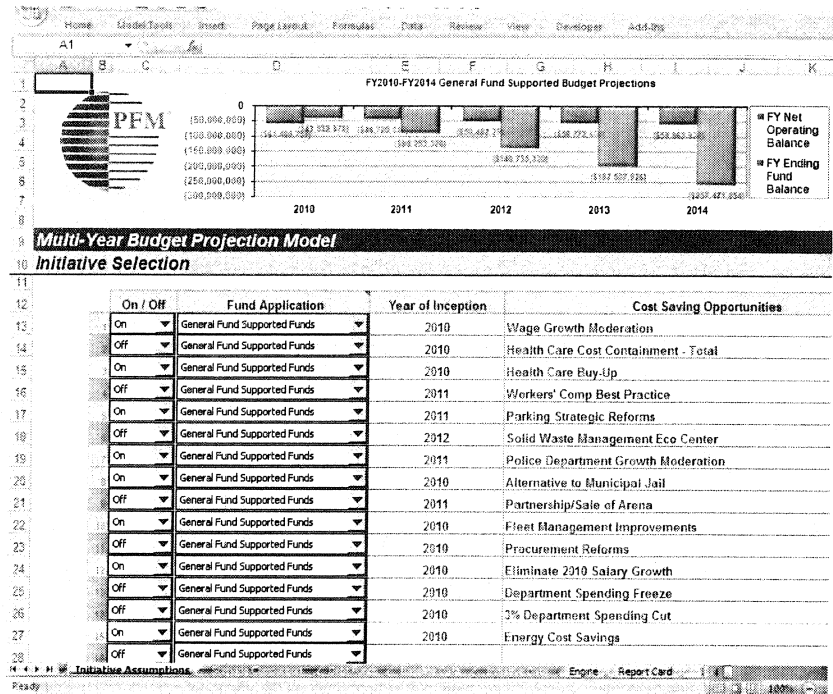
The following screen shot from one version of the model (data shown, illustrative only, not actual), presents the level of detail in standard model growth rate assumptions – based alternatively on historical trends or overrides based on other forecasting methodologies and assumptions. In addition, this 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.



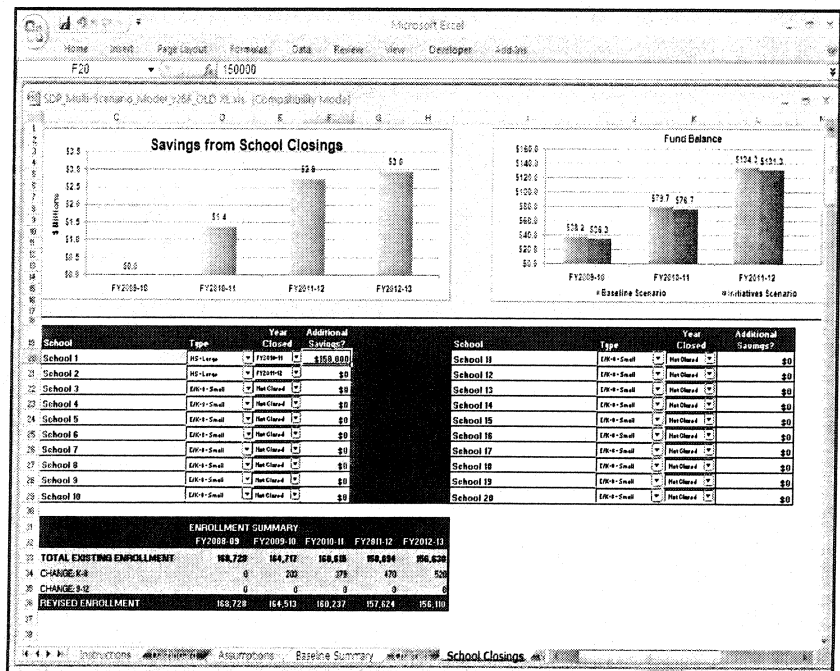
This next screen shot provides an example of how the Long-Term Financial Planning model can incorporate customized scenarios, using “switches” (green if on, red if off) to facilitate ease of review for multiple options.



## 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.

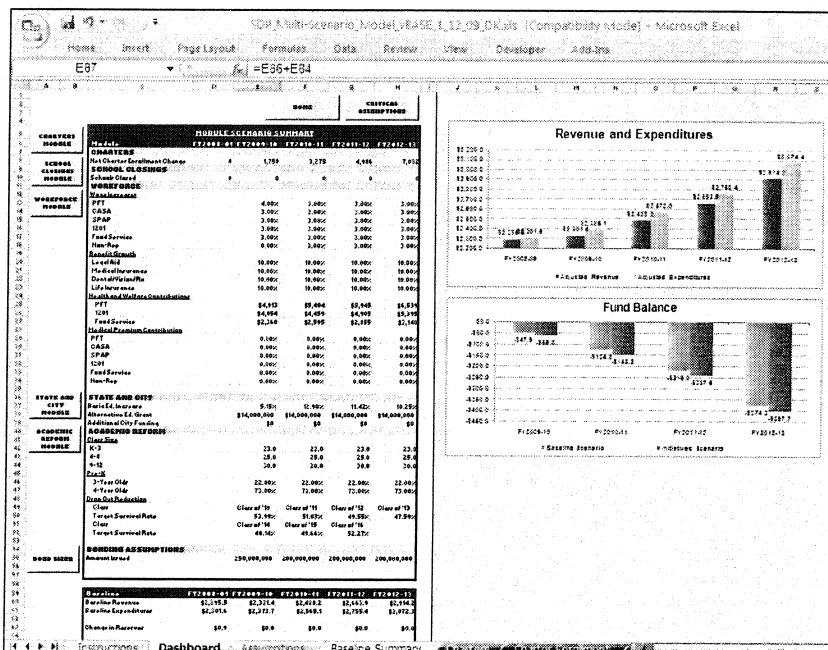


Finally, the next screen shot reflects the ease with which this sophisticated, but Excel-based tool can present key reports and outputs in a dashboard or scorecard format. Standard reports



## 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

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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

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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

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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.

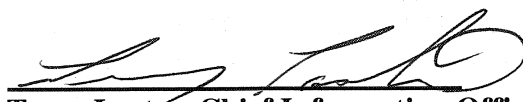
MSIP 6.8.1  
CSIP Goal 2, Row 57


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

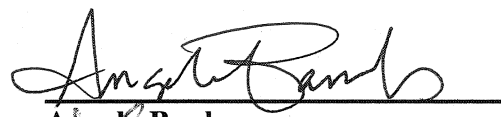

**Cost not to exceed:** \$9,675.00

**Requisition No.** 10115487

**Recommendation:** Approval

  
Terry Laster, Chief Information Officer

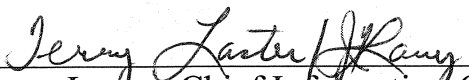
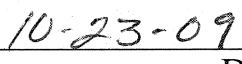
  
Enos Moss  
CFO / Treasurer

  
Angela Banks  
Interim Budget Director  
  
Kelvin R. Adams, Ph.D.  
Superintendent





## REQUEST FOR SOLE SOURCE PURCHASE

<b>Requestor: Terry Laster</b>	<b>Date: October 23, 2009</b>
<b>Department / School: Technology Services</b>	<b>Phone Number: 314-345-2421</b>
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
<b>Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)</b>	
Morenet will provide District connectivity to training, technical support and online resources	
<b>Vendor Name: MOREnet</b>	<b>Email: eric@more.net</b>
<b>Vendor Contact: Eric Nicklas</b>	<b>Phone Number: 573-882-9785</b>
<b>Justification Information</b>	
<b>1. Why the uniquely specified goods are required?</b>	
The Department of Elementary and Secondary Education recommended these resources; they are needed to assist with the district's accreditation efforts.	
<b>2. Why good or services available from other vendors /competitors are not acceptable?</b>	
These resources are only available from Morenet.	
<b>3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)</b>	
<b>4. List the Names of other Vendors contacted &amp; Price Quotes:</b>	
<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>	
<b>Your sole source request will not be approved without the required signatures below:</b>	
	
Terry Laster, Chief Information Officer	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-fee 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](mailto: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](mailto: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](mailto: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](http://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](mailto: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 9 675<sup>00</sup>



## 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



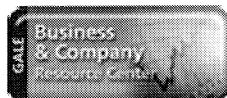
A source for peer-reviewed, full-text articles from the world's leading journals (more than 7,300) and major Gale reference sets, *Academic OneFile* provides extensive coverage of the physical sciences, technology, medicine, social sciences, the arts, theology, literature and other subjects.

### 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



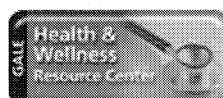
This source for business, company and industry information helps users locate company profiles, periodical articles, market research as well as up-to-date stock and financial information.

### 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

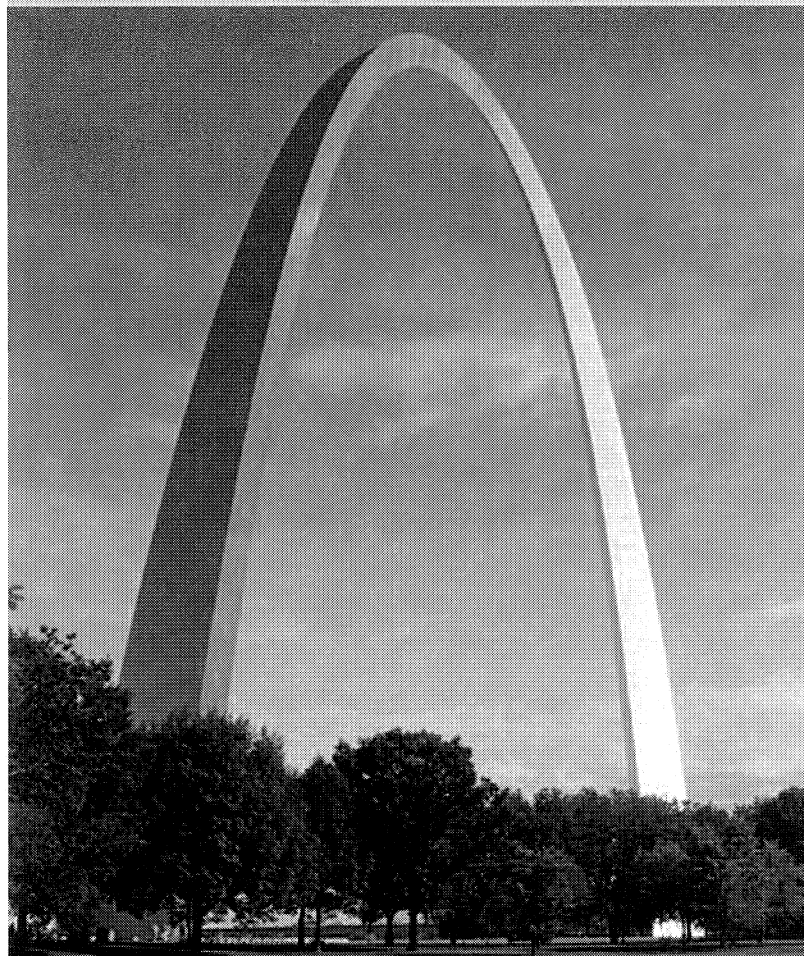
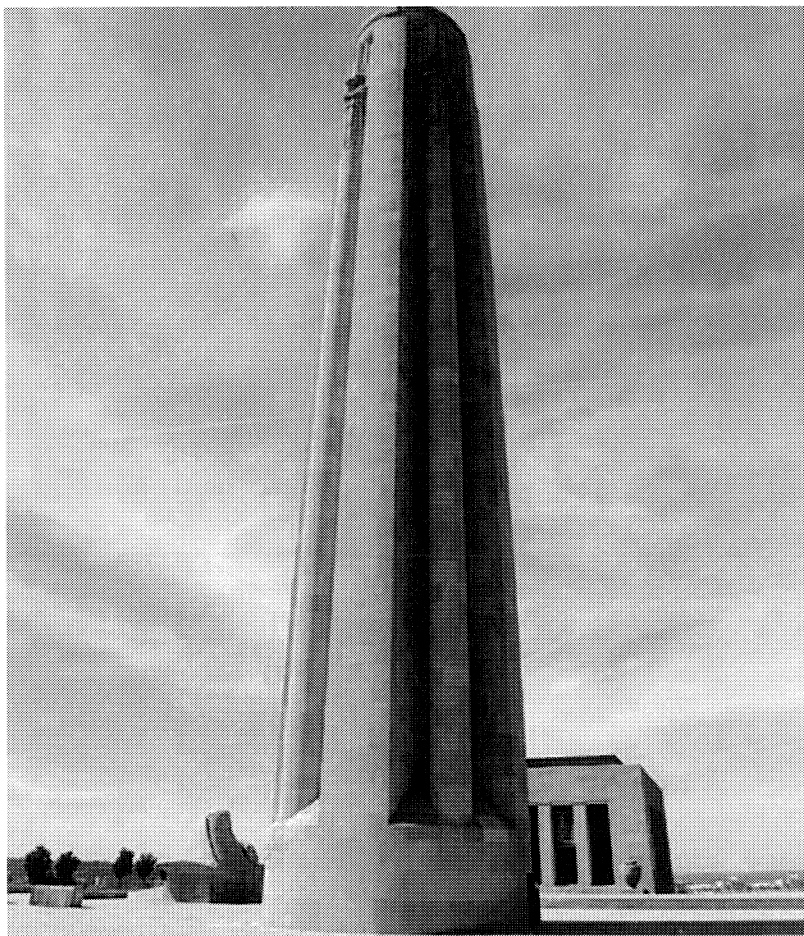


Designed for junior high and middle school students, provides access to 300 full-text general interest magazines, thousands of newspaper articles, more than 300 maps and reference books. Also search by Lexile reading levels.

### 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.

### ¡Informa!



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](http://www.more.net/online) for access to *InfoTrac Collections* that have the content needed by unique research.

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

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



# Fee-Based Services

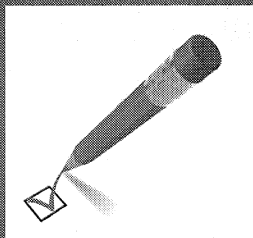
Any of the optional services listed on this page are available for an additional fee.

VIDEO	<b>Live Video Streaming</b>
	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	<b>Remote Videoconference Management</b>
	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.
	<b>E-mail Virus and Spam Filtering (EVSF)</b>
	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	<b>Remote Vulnerability Assessment (RVA)</b>
	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.
	<b>Internet Content Filtering (ICF)</b>
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.
	<b>Conferences and Events</b>
	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.
	<b>In-service Training and Professional Development</b>
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.
	<b>Contracted Training and Professional Development</b>
	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	<b>Additional Connections</b>
	Additional connections are available on a cost-recovery basis.
	<b>Web and E-mail Hosting With <i>kinetic</i></b>
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.
	<b>SecondWeb</b>
	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](http://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  
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# 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](http://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](http://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](http://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](http://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](http://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](mailto:training@more.net)** or call MOREnet at **(800) 509-6673** or **(573) 884-7200**.



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SAINT LOUIS PUBLIC SCHOOLS

Date: October 30, 2009

To: Kelvin R. Adams, Ph.D.

From: Terry Laster, Chief Information Officer

Agenda Item: 11-19-09-08  
Information: ☐  
Conference: ☐  
Action: ☒

**Subject:**

Request to approve the purchase of new IBM network technology equipment through Huber & Associates, Inc. to replace the current network infrastructure. The total cost of the project will not exceed \$584,597.16.

**Background:**

The recommendation for awarding this contract to Huber & Associates is the result of an RFP which began in July. The replacement of the current infrastructure is a critical need to the District. The capacity of the current infrastructure will soon be exceeded. The capacity to provide power and air conditioning is about to be exceeded and the maintenance cost of the 275 servers currently in use continues to rise. The new infrastructure will reduce the power and air conditioning requirements due to the newer technology that will be utilized. The maintenance costs will be decreased as older equipment is replaced and many of the servers located in the schools can be centralized to allow maintenance of the equipment and software to be accomplished locally. In addition, the virtualization of the network and support of the Wide Area Network require the updates in technology that will be provided by this project.

Of the total cost of \$584,597, Stimulus Funds and Title II D Funds will account for \$434,597. The remaining \$150,000 is currently budgeted GOB funds for technology equipment.

CSIP: Goal #2, Row 89

MSIP: 6.4.4

**Funding Source** :640-2213-6542-981-JU Stimulus Funds  
620-2213-6542-981-JU Title II D Funds  
360-2828-6541-981-00 GOB Funds

Requisition No. Various

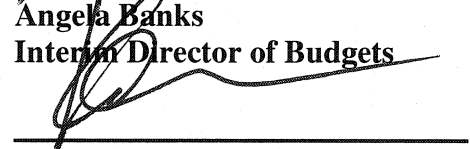
**Cost not to exceed:** \$584,597.16

**Recommendation: Approval**

  
Terry Laster, Chief Information Officer

  
Enos Moss  
CFO / Treasurer

  
Angela Banks  
Interim Director of Budgets

  
Kelvin R. Adams, Ph.D.  
Superintendent

## **The Request for Proposal Process Evaluation & Recommendation**

The recommendation for awarding Huber Corporation the "Comprehensive Integrated Hardware Solution" (RFP# 002-0910) was the result of a comprehensive bid process orchestrated by Information Technology (IT) and Purchasing Department. The process included:

- A. The development of the technical requirements, which were spearheaded by the IT Officer with input from IT Managers and Technicians.
- B. The development of the Terms and Conditions, which were spearheaded by the Purchasing Department with input from the IT Officer.
- C. The evaluation process, which consisted of a scoring procedure using an Evaluation Form, developed by the Purchasing Department and IT Officer. The form entailed eleven (11) measurable questions with point values relative to five (5) weighted areas, identified in the RFP. The areas that were addressed are:
  - a. Overall Proposal Requirements (30 Points)
  - b. Prior Working Relationship with the District (15 Points)
  - c. Vendor's Experience and Demonstrated Expertise with Urban School Districts (15 Points)
  - d. M/WBE Participation (5 Points)
  - e. Cost (35 Points)

The weighted value of the questions was 65 %, with the weighted value of the "Cost" being 35%.

- D. The evaluations of the questions were performed by four (4) IT staff and one (1) Purchasing staff. The most qualified, cost effective bidder is recommended for approval by the IT Officer and confirmed by the Purchasing Department.

### **Evaluators:**

Terry Laster, I.T.  
Dr. Jesolyn Larry, I.T.  
Mark Howell, I.T.  
David Lashbrook, I.T.  
Kevin Coyne, Purchasing

### **Responses Received:**

Huber Corporation  
Dell Computers  
AT&T Corporation

## EVALUATION SUMMARY

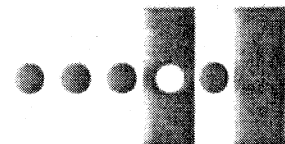
	<u>AT&amp;T</u>	<u>DELL</u>	<u>HUBER</u>	<u>EVAL.</u>
<b>Technical Points</b>	31	41	42	(1) J.L.
	35	36	42	(2) M.H.
	30	35	37	(3) K.C.
	42	38	51	(4) T.L.
	<u>32</u>	<u>35</u>	<u>41</u>	(5) D.L.
	$110 \div 5 = 34$	$185 \div 5 = 37$	$213 \div 5 = 43$	
<b>Cost Points</b>	10	25	35	K.C.
	<u>10</u>	<u>25</u>	<u>35</u>	T.L.
	$20 \div 2 = \underline{10}$	$50 \div 2 = \underline{25}$	$70 \div 2 = \underline{35}$	
<b>Total</b>	44	62	78	



## Overview of Company and Services Offering

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### Huber & Associates Company Overview



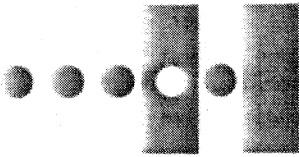
Huber & Associates is a *Missouri-incorporated* full-service Information Technology provider headquartered in Jefferson City, Missouri. We have a sub-office in Springfield; remote sites in Columbia, Kansas City, and St. Louis; and sales professionals, technical consultants, and business partners positioned in other locations across the country to support our global community.

In the summer of 2004, we moved our headquarters into a newly renovated facility in Jefferson City, Missouri, containing 20,000 square feet of office space, classroom space, and raised-floor computer room space. This facility includes an IBM Business Partner Innovation Center, one of only a limited number of IBM approved centers in the country.

With this IBM BPIC, Huber & Associates has invested in the technical training; hardware, software, and physical facilities needed to help clients improve business processes, reduce operating costs, and become more competitive. Pre- and post-sales support offered at the Innovation Center includes: product demonstrations and test drives, solution design consultation, proof-of-concept support, product installation and implementation assistance, and training, education and customized workshops.

Featuring the latest IBM eServer and Storage technology, the Innovation Center allows Huber & Associates to target solutions and services that are in high demand by today's government and commercial clients, such as server consolidation, storage virtualization, and business continuity and disaster recovery.

In business since 1986, Huber & Associates has 23 years of experience helping organizations in public and private sectors solve business problems through innovative technology solutions. We know that when clients invest in technology, they want a partner they can count on to help make their investment pay off over the long term. Huber & Associates combines the knowledge, experience, and resources you'd expect from an established



company with a nimble flexibility that can make things happen quickly. Our diverse customer base and strategic partnerships give us a global reach, while our responsiveness and accessibility provide the local, intimate presence you need.

**Huber & Associates is a *woman-owned business enterprise (WBE)*** which helps with many of our clients' diversity spend initiatives. We are also an IBM Premier Business Partner, and we work closely with IBM to provide reliable hardware, software, and services.

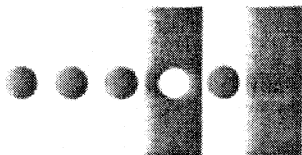
Huber & Associates was founded by Jim and Elizabeth Huber, both Electrical Engineers. Currently, Huber & Associates employs 55 people – approx. 24 Technical (Programmers, System Engineers, and System Architects), 16 Sales & Customer Support, 4 Marketing, 5 Administration and 6 Management. Nineteen of our employees are former IBM employees, with a combined total of over 300 years of service to IBM. We focus on delivering high-quality technical solutions and services, and we invest in skills, technologies and program offerings to ensure that the advice we give, and the products, services, and solutions we offer are of the highest quality. Our sales and technical consultants, who hold over 175 manufacturer certifications with IBM, CISCO, Microsoft, etc., have proven skills in creative problem solving, innovative services, and industry-leading technologies to help you achieve success.

As a Premier IBM Business Partner and a Microsoft Gold Partner, we also have access to IBM and Microsoft's sales, support, and implementation teams, so when our partners and clients do business with us, they not only gain access to the wealth of expertise available at Huber & Associates, but also to the huge resources of these partners.



Taking care of our clients is Huber & Associates' number one priority, and we make it happen with something we call extreme "always on" customer service. It is a radical approach that simply means we will get our clients whatever they need, whenever they need it. In short, our service never quits. It is a philosophy that is hard to find these days, but it is embedded deeply within our company culture.

At Huber & Associates, we understand that each and every one of our clients has their own unique set of requirements. So instead of approaching



every technology request with a canned, one-size-fits-all product, we begin by truly understanding our clients' business and cultivating a relationship. We don't just sell the "latest thing", but rather we employ our experience, knowledge, and creativity to develop the most appropriate solution that will meet our clients' specific business needs – from simple configurations to complex solutions.

## AT A GLANCE ...

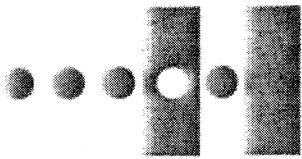
- Founded in 1986
- Privately held, Missouri-certified Woman-owned Business Enterprise (WBE)
- Headquartered in Jefferson City, MO, with a sub-office in Springfield and remote sites in Kansas City, St. Louis, and Columbia, MO
- 50+ Employees
- Nationwide network of certified technical and sales/support specialists
- Valued IBM Business Partner since 1986; have maintained Premier Level status since 1991

- Only IBM Business Partner who has earned the IBM State and Local Government Value Add Enhancement for Missouri
- Microsoft Gold Partner
- VMware Partner
- Wyse Thin Client Re-Seller
- Platform support for IBM Power Systems i & p, System x, BladeCenter, IBM Storage
- Total solutions: From planning and design to implementation, ongoing support, and customized training
- IBM Authorized Training Provider (IATP) – receive classes locally from certified instructors
- IBM Business Partner Innovation Center (BPIC) – solution demos, Proof of Concept testing, educational events
- Class 1/Class A High Availability/Disaster Recovery facility

## References:

Following is a list of references with similar system configurations as that being proposed for Saint Louis Public Schools. (Visits may be scheduled upon request.)

<b>PRIOR SERVICES PERFORMED FOR:</b>							
<b>Waynesville R-VI School District</b>							
Address		City	Waynesville	ST	MO	ZIP	65583
Name of person familiar with performance:				Aaron Harrison			
Title	Data Processing Director	Telephone No.	573-774-6108				

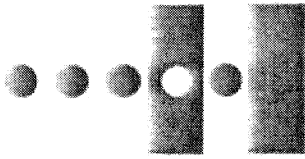


DESCRIPTION OF PRIOR SERVICES PERFORMED:			
# of Employees	150	# of Active Users	125
Summary of services performed:			
Waynesville School District uses IBM BladeCenter and HS21 blades to run VMware ESX Server. They currently run about 20 virtual machines which are stored on an IBM DS series fibre channel SAN. Huber & Associates implemented the solution, including the migration from physical to virtual environment.			

PRIOR SERVICES PERFORMED FOR:							
<b>Pattonville School District</b>							
Address	11097 St. Charles Rock Road	City	St. Ann	ST	MO	ZIP	63074
Name of person familiar with performance:				Greg Southard			
Title	Director of Technology Services	Telephone No.	314-213-8050, ext. 1052				
DESCRIPTION OF PRIOR SERVICES PERFORMED:							
# of Employees	300	# of Active Users	200				
Summary of services performed:							
Huber & Associates installed and configured IBM BladeCenter and DS3400 fibre channel SAN for Pattonville School District to facilitate their Microsoft workload. They are currently looking at purchasing more blades for VMware and virtualization.							

PRIOR SERVICES PERFORMED FOR:
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<b>State of Missouri Office of Administration</b>							
<b>Address</b>	Truman Bldg., 301 West High	<b>City</b>	Jefferson City	<b>ST</b>	MO	<b>ZIP</b>	65101
<b>Name of person familiar with performance:</b>				Kent Hillman			
<b>Title</b>	IT – BladeCenter Administrator		<b>Telephone No.</b>	573-526-0184			
<b>DESCRIPTION OF PRIOR SERVICES PERFORMED:</b>							
<b># of Employees</b>	60,000		<b># of Active Users</b>	15,000			
<b>Summary of services performed:</b>							
<p>The State of Missouri Office of Administration currently uses IBM BladeCenter H, IBM BladeServers, IBM x3850, IBM XIV and DS8100 Storage, and IBM Rack Mount servers to support their VMware Infrastructure environment. The state currently has hundreds of virtual machines in this environment. Huber &amp; Associates does all the server configurations for this account and helps keep the customer educated on new and emerging technologies.</p>							



## Warranty/Maintenance Services Included with Proposed Solution

Huber & Associates' proposed hardware solution includes 3 years 24x7 warranty upgrade IBM service. IBM has qualified personnel available 24 hours per day, 7 days per week, 365 days per year to respond to your service needs. IBM Dispatch (1-800-IBM-SERV) is always available to respond. They assist with problem determination and if unable to resolve the issue, then they dispatch local service personnel to go onsite. IBM is staffed to ensure off-shift, holiday and weekend coverage.

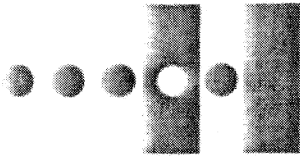
Huber & Associates' Maintenance Team contracts with IBM to provide the highest level of service available in the marketplace today. The support system in place includes: automated dispatch, updated service technologies, preventative maintenance activities, and a worldwide parts distribution system. IBM is committed to providing outstanding maintenance service; no other vendor comes close to matching IBM's commitments in personnel, training, and parts availability.

Huber & Associates not only offers you IBM's world-class maintenance and support services at discounted rates, but we also provide you significant added value by simplifying IBM's billing and giving you an online tool to manage your inventory.

As part of our unique maintenance service offering, Huber & Associates will bill you directly for IBM maintenance. Whether you choose to be invoiced monthly, quarterly, or yearly, we insure your bills from Huber & Associates are concise, accurate, and on-time!

In addition to simplifying your billing, we streamline your asset tracking processes by providing you the Huber Online Inventory Management Tool. Although this tool was originally developed by Huber & Associates as an internal database to help us manage our customers' maintenance and ensure accurate billing, it has evolved into an invaluable customer tool to track your equipment inventory.

Huber & Associates tracks key inventory information for you, including Type, Model, Serial Number, & Product Description. In addition, maintenance data such as Start & Stop Dates, Software Subscription, Supportline, Alerts, & Software Renewal is maintained, giving us the ability to be your strong advocate with IBM on entitlement and service issues. As an added value to you, Huber & Associates gives you secure Internet access to your equipment inventory. You will be able to customize the individual machine records by adding tag numbers, internal account codes, or other pertinent data. With the database's powerful sorting capabilities and ability to export data to spreadsheet format, you will find the inventory information you need right at your fingertips.



Huber & Associates' inventory database will benefit you in numerous other ways. With the information we keep on hand, we can quickly and easily tell you what you have on maintenance now, alert you to what's coming off warranty/service within your fiscal year, and provide you the information you need for next year's budgetary numbers. This is 'must-have' information for making renewal decisions.

***\*For additional information, please refer to the 'IBM Customer Support Plan' document included in the Reference section of this proposal.***

## **Proposed Virtualization Software**

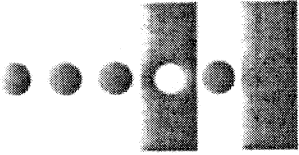
**VMware** pioneered x86-based virtualization in 1998 and continues to be the innovator in that market, providing the fundamental virtualization technology for all leading x86-based hardware suppliers. The company offers a variety of software-based partitioning approaches, utilizing both hosted (Workstation and VMware Server) and hypervisor (ESX Server) architectures.

VMware's virtual machine (VM) approach creates a uniform hardware image – implemented in software – on which operating systems and applications run. On top of this platform, **VMware's VirtualCenter** provides management and provisioning of virtual machines, continuous workload consolidation across physical servers and VMotion technology for virtual machine mobility.

VirtualCenter is virtual infrastructure management software that centrally manages an enterprise's virtual machines as a single, logical pool of resources. With VirtualCenter, an administrator can manage thousands of Windows NT, Windows 2000, Windows 2003, Linux and NetWare servers from a single point of control.

Unique to VMware is the **VMotion technology**, whereby live, running virtual machines can be moved from one physical system to another while maintaining continuous service availability. VMotion thus allows fast reconfiguration and optimization of resources across the virtual infrastructure.

VMware is the only provider of high-performance virtualization products that give customers a real choice in operating systems. VMware supports: Windows 95/98/NT/2K/2003/XP/3.1/MS-DOS 6; Linux (Red Hat, SUSE, Mandrake, Caldera); FreeBSD (3.x, 4.0-4.9); Novell (NetWare 4,5,6); Sun Solaris 9 and 10 (experimental). VMware is designed from the ground up to ensure compatibility with customers' existing software infrastructure investments. This includes not just operating systems, but also software for management, high availability, clustering, replication, multi-pathing, and so on.



VMware's hypervisor-based products and solutions have been running at customer sites since 2001, with more than 75% of customers running ESX Server in production deployments. As the clear x86 virtualization market leader, VMware is uniquely positioned to continue providing robust, supportable, high-performance virtual infrastructure for real-world, enterprise data center application.



## Installation/Implementation

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### Procedures and Methodology

The approach outlined below covers "Consolidate Data Center -- Production" and "Consolidate Data Center -- Disaster Recovery" installation and training. As SLPS moves to the consolidation of the Schools' production and disaster recovery, the procedures and methodology will remain approximately the same.

#### Planning & Project Management

**Objective:** Huber & Associates will provide project management throughout the life of the project. The objective of this task is to establish a framework for project communications, reporting, procedural and contractual activity. The following subtasks will be performed:

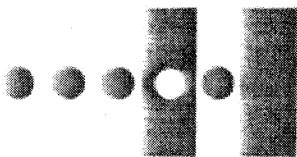
- Review the Statement of Work and the contractual responsibilities of both parties with the SLPS Project Manager.
- Maintain project communications through the SLPS Project Manager.
- Establish documentation and procedural standards for the development of the project.
- Prepare a detailed Project Plan for performance of this contract which defines the detailed tasks and schedule responsibilities.
- Measure and evaluate progress against the Project Plan.
- Resolve deviations from the Project Plan.
- Conduct regularly scheduled project status meetings
  - Weekly, while Huber & Associates is working onsite
  - Monthly, at a minimum, throughout the life of the project
- Prepare and submit Monthly Status Reports to the SLPS Project Manager. Status Reports will be delivered by the 10th of each month

and will include, at a minimum:

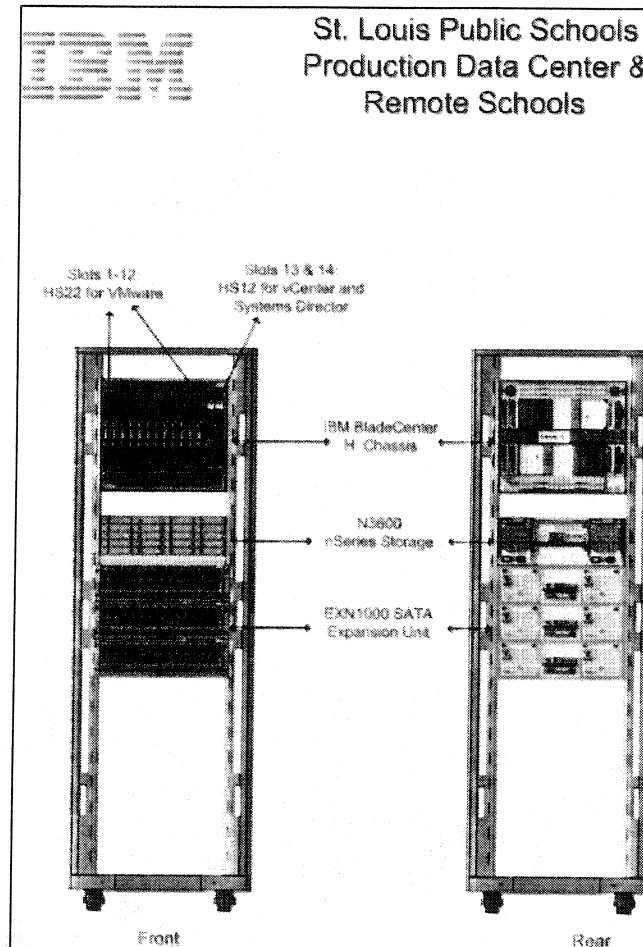
- Description of activities due during the current monthly cycle.
  - Description of activities completed during the current monthly cycle.
  - Staff changes
  - Schedule status
  - List of action items and responsible staff
  - Problem areas
  - Description of activities planned for the next monthly cycle
- Review and administer Project Change Control Procedures with the SLPS Project Manager.
  - Coordinate and manage the technical activities of project personnel.
  - Comply with SLPS correspondence requirements.

**Key Assumptions:** The following assumptions govern the completion of this task:

- SLPS will follow the project schedule as recommended by Huber & Associates. This is critical to the budget and timeline of the project.
- SLPS will assign a dedicated contact with whom Huber & Associates will primarily interface on this project. It is most important that this person be knowledgeable of people and processes, and that he or she be empowered to make appropriate decisions during the project.
- SLPS will commit necessary resources and time, as required, to facilitate timely and successful completion of this project.
- SLPS will have ownership of specific project tasks, or action items, and will complete these tasks according to the project timeline. Failure to complete these tasks may affect the project timeline and project cost.
- Huber & Associates will provide the Services under this contract during normal business hours, 8:30 a.m. to 5:15 p.m., local time, Monday through Friday, except holidays. Out-of-town personnel may



work hours other than those defined as normal business hours to accommodate their travel schedules and/or project timelines.



## ***Consolidate Data Center – Production Environment***

### ***Hardware Implementation***

**Objective:** Installation of rack and rack equipment. During this stage, all server hardware will be set up, configured, and installed into the required data racks. All hardware will be upgraded with the latest firmware/bios revisions per IBM recommendations. Server inventory will be documented (model numbers, serial numbers, etc).

- Inventory all parts and then un-box equipment
- Assemble racks and all rack equipment (PDUs, Shelves, KVM

switches, Keyboard/Mouse/Monitor Drawer, etc)

- Apply power to racks and verify connectivity
- Assemble servers, including all additions to the servers
  - Processors
  - Memory
  - I/O Cards
  - Hard Drives
  - RAID Cards
  - Management Modules
  - Fiber Cards
  - BladeCenter, if applicable
- Power on servers
  - Verify all equipment is detected
  - Verify firmware/bios revisions on all equipment
  - Verify no errors are detected
- Troubleshoot detected errors and engage IBM hardware support if needed

#### ↓ **VMware Virtual Center Implementation**

**Objective:** Console will be installed / set up on the maintenance server. Licensing server will be installed / set up. Licenses will be installed and registered with VMware.

- Inventory all VMware licensing.
- Install Windows 2003 Server and all required updates on management server.

- Install IIS 6.0.
- Install SQL 2005 and all required updates (required for managing more than 50 virtual machines).
- Install vCenter Server and all required updates.
- Set up vCenter license service.
- Install VMware licenses.
- Install vCenter server modules.

#### ✚ **VMware Implementation**

**Objective:** VMware software will be installed on designated servers. Updates/patches will be applied.

- Create VMware installation CD
- Create VMware update CD
- Install VMware servers on pre-setup storage area
  - Set up vSwitch and required Vlans based on customer requirements
  - Set up IP addressing based on customer requirements
  - Set up virtual service nic
  - Verify network connectivity
  - Verify storage connectivity
- Install VMware required updates
- Verify VMware software recognizes all installed server equipment and storage
- Register VMware server with vCenter server for management

purposes

- Verify VMware servers are correctly licensed
- Set up VMware utilities (based on licensing purchased)
  - VMotion
  - DRS
  - HA
  - Storage VMotion
  - Fault Tolerance

#### ✚ Migration of Physical Machines to Virtual Machines

**Objective:** Move physical windows servers into virtual servers on VMware servers via either hot or cold method.

- Migrate physical machines based on best methodology
  - Hot cloning makes conversions non-disruptive-with no source server downtime or reboot
    - Push cloning agent out to the physical server from vCenter server
    - Cloning agent starts to create virtual machine back on pre-determined VMware server
    - Physical server gets powered down and new virtual server gets powered up (this variable is based on user settings)
  - Cold cloning (conversion that requires server downtime and reboot) in addition to hot cloning
    - Create cloning CD
    - Reboot physical server with cloning CD

- Clone physical server to virtual server
- Power up new virtual server
- Test new virtual machine.
  - Network connectivity
  - Required applications starting
  - Operating system errors
  - Verify VMware tools are installed and working.
  - Adjust VM for best performance operation based on operating system installed inside of the VM.
- Have appointed St. Louis Public School representative verify overall operation of the virtual server with appropriate staff members and end users

#### ✚ **Storage Deployment**

**Objective:** Our objective during this phase of the project is to implement our proposed storage solution by completing the tasks listed below. This phase will be done concurrently with server deployment as storage is an important part of the implementation process.

- Unpack storage system and verify shipment.
- Install storage in rack.
- Cable controllers to expansion drawers.
- Power on system and configure ip addresses during primary setup.
- Configure DNS, hostnames, and cluster failover on storage.
- Set up aggregates, volumes, and LUNs for VMware environment
- Map LUNs to hosts.

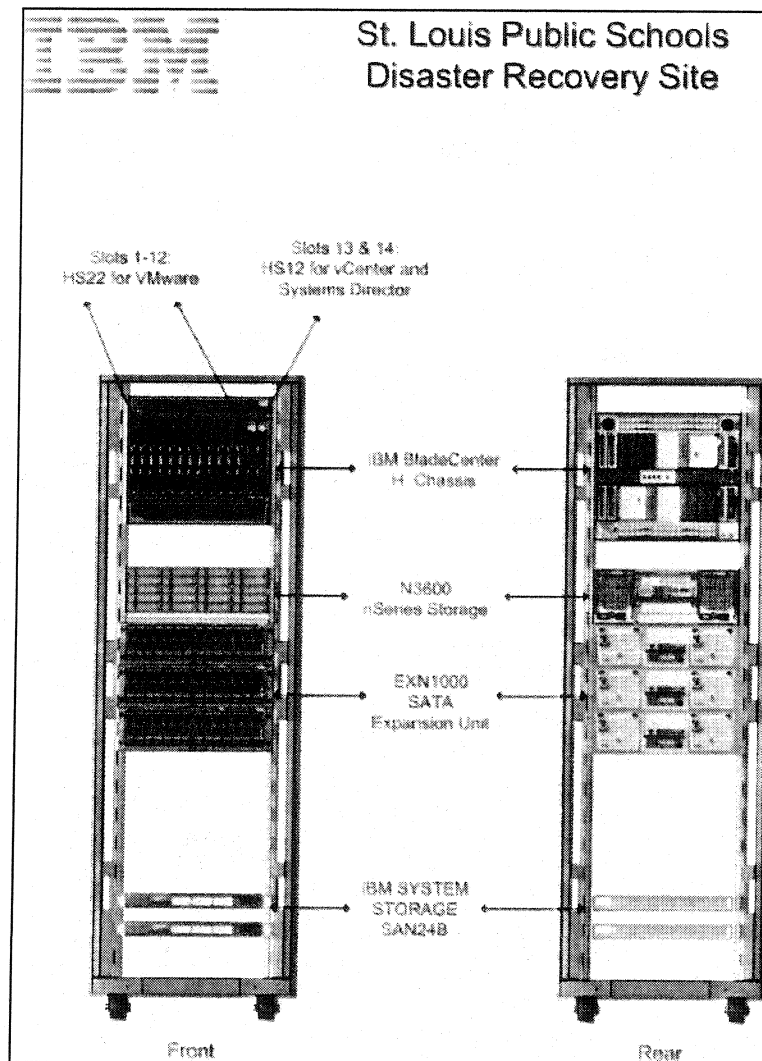
- Set up autosupport on box.
- Perform setup and configuration of Brocade fibre channel switches.
- Set up snapshots for VMware environment.
- Set up mirroring from primary site to disaster recovery site using SnapMirror.

#### ✚ IBM Systems Director Deployment

**Objective:** Our objective during this phase of the project is to implement IBM Systems Director on the specific hardware proposed and perform the tasks listed below. We want to insure a centralized location for systems management and perform a scan of the network to obtain access of the hardware and software layers on the proposed hardware.

- Install IBM Systems Director on a supported platform and operating system.
- Install IBM Systems Director default database during initial installation.
- Establish a secure connection to IBM Systems Director through a web browser.
- Perform a network discovery on hardware and software implemented during solution deployment.
- Perform a hardware and software inventory to allow further configuration options in Systems Director.
- Install Active Energy Manager purchased by St. Louis Public Schools that allows more in-depth energy management and monitoring.
- Check health summary of discovered servers and gain access to the individual servers to obtain advanced configuration options.

- Check for updates using Systems Director Update Manager.
- Download Systems Director Common and Platform Agents.
- Deploy Common Agents and Platform Agents.
- Set up Event Actions, including reports that are sent to the event log.
- Create Automation Plans for specific hardware events and failures.



## ***Consolidate Data Center – Disaster Recovery Site***

### ***↓ Hardware Implementation***

**Objective:** Installation of rack and rack equipment. During this stage, all server hardware will be set up, configured, and installed into the required data racks. All hardware will be upgraded with the latest firmware/bios revisions per IBM recommendations. Server inventory will be documented (model numbers, serial numbers, etc).

- Inventory all parts and then un-box equipment
- Assemble racks and all rack equipment (PDUs, Shelves, KVM switches, Keyboard/Mouse/Monitor Drawer, etc)
- Apply power to racks and verify connectivity
- Assemble servers, including all additions to the servers
  - Processors
  - Memory
  - I/O Cards
  - Hard Drives
  - RAID Cards
  - Management Modules
  - Fiber Cards
  - BladeCenter, if applicable
- Power on servers
  - Verify all equipment is detected
  - Verify firmware/bios revisions on all equipment
  - Verify no errors are detected

- Troubleshoot detected errors and engage IBM hardware support if needed

#### ✚ **VMware Virtual Center Implementation**

**Objective:** Console will be installed / set up on the maintenance server. Licensing server will be installed / set up. Licenses will be installed and registered with VMware.

- Inventory all VMware licensing.
- Install Windows 2003 Server and all required updates on management server.
- Install IIS 6.0.
- Install SQL 2005 and all required updates (required for managing more than 50 virtual machines).
- Install vCenter Server and all required updates.
- Set up vCenter license service.
- Install VMware licenses.
- Install vCenter server modules.

#### ✚ **VMware Implementation**

**Objective:** VMware software will be installed on designated servers. Updates/patches will be applied.

- Create VMware installation CD
- Create VMware update CD
- Install VMware servers on pre-setup storage area
  - Set up vSwitch and required Vlan based on customer

#### requirements

- Set up IP addressing based on customer requirements
- Set up virtual service nic
- Verify network connectivity
- Verify storage connectivity
- Install VMware required updates
- Verify VMware software recognizes all installed server equipment and storage
- Register VMware server with vCenter server for management purposes
- Verify VMware servers are correctly licensed
- Set up VMware utilities (based on licensing purchased)
  - VMotion
  - DRS
  - HA
  - Storage VMotion
  - Fault Tolerance

#### ✚ Data Mirroring for Virtual Environment

**Objective:** Deploy a site-to-site replication of Production Virtual Machines to the remote site.

- Migrate physical machines based on best methodology
  - Hot cloning makes conversions non-disruptive-with no source server downtime or reboot
    - Push cloning agent out to the physical server from

#### vCenter server

- Cloning agent starts to create virtual machine back on pre-determined VMware server
- Physical server gets powered down and new virtual server gets powered up (this variable is based on user settings)
- Cold cloning (conversion that requires server downtime and reboot) in addition to hot cloning
  - Create cloning CD
  - Reboot physical server with cloning CD
  - Clone physical server to virtual server
  - Power up new virtual server
- Test new virtual machine.
  - Network connectivity
  - Required applications starting
  - Operating system errors
  - Verify VMware tools are installed and working.
  - Adjust VM for best performance operation based on operating system installed inside of the VM.
- Have appointed St. Louis Public School representative verify overall operation of the virtual server with appropriate staff members and end users

#### ↓ Storage Deployment

**Objective:** Our objective during this phase of the project is to implement our proposed storage solution by completing the tasks listed below. This phase will be done concurrently with server deployment as storage is an important part of the implementation

process.

- Unpack storage system and verify shipment.
- Install storage in rack.
- Cable controllers to expansion drawers.
- Power on system and configure ip addresses during primary setup.
- Configure DNS, hostnames, and cluster failover on storage.
- Set up aggregates, volumes, and LUNs for VMware environment
- Map LUNs to hosts.
- Set up autosupport on box.
- Perform setup and configuration of Brocade fibre channel switches.
- Set up snapshots for VMware environment.
- Set up mirroring from primary site to disaster recovery site using SnapMirror.

#### ✚ IBM Systems Director Deployment

**Objective:** Our objective during this phase of the project is to implement IBM Systems Director on the specific hardware proposed and perform the tasks listed below. We want to insure a centralized location for systems management and perform a scan of the network to obtain access of the hardware and software layers on the proposed hardware.

- Install IBM Systems Director on a supported platform and operating system.
- Install IBM Systems Director default database during initial installation.
- Establish a secure connection to IBM Systems Director

through a web browser.

- Transfer configurations from Production Director Server to Disaster Recovery Director.
- Set up replication between the two Director Servers.
- Install Active Energy Manager (*purchased by St. Louis Public Schools*) that allows more in-depth energy management and monitoring.
- Check health summary of discovered servers and gain access to the individual servers to obtain advanced configuration options.
- Check for updates using Systems Director Update Manager.
- Download Systems Director Common and Platform Agents.
- Deploy Common Agents and Platform Agents.
- Create Automation Plans for specific hardware events and failures.

### **Skills Transfer**

**Objective:** The Huber & Associates Team will leave Saint Louis Public Schools with solid, serviceable control over the new deployment.

***For detail on proposed training, please refer to the 'Training' section of this document.***

### **Post Implementation Support – 40 Consulting Hours**

**Objective:** Huber & Associates will provide SLPS with 40 hours of technical services in support of SLPS' comprehensive integrated technology hardware solution implementation.

### **Standard hours of service**

- Support services will be provided Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time (excluding Holidays\*)
- Support services will accrue in ¼-hour increments. There is an initial 30-minute minimum charge per support incident.
- Support services can be provided outside the standard hours of service upon request; these hours will be charged at time and one half rate (i.e.: one hour of support will consume 1½ hours from the block of hours purchased).

*\* Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas. If a Holiday falls on a Saturday or Sunday, the Holiday is recognized on the previous Friday or the next Monday respectively.*

### **Additional Terms**

- These hours are valid for one year, or until hours are used, whichever comes first.
- At that time, Huber & Associates will re-assess the environment and negotiate new terms, if appropriate.
- Though this support is typically provided remotely (via telephone, Internet, VPN, etc.), these hours may also be used for on-site support or special projects with advance notice.
- If on-site support is requested, additional charges for actual travel and living expenses and for non-local travel time will be invoiced separately, as applicable.

### **(OPTIONAL) Managed Services Agreement**

**Objective:** To address common support challenges and maintain a reliable and productive IT environment for our customers, Huber & Associates has developed a proactive managed services program. Our unique combination of systems management, diverse engineering skills, and rapid response troubleshooting capabilities provides an affordable and reliable support solution for your mission-critical IT environment.

Services will include, but not be limited to:

- "How-to" guidance
- Best practices discussion
- Problem Resolution (IBM Hardware, VMware and NetApp)

Additional Information:

- This remote support agreement would begin when implementation is complete, and would be valid for six months.
- At the end of the term of the agreement, Huber & Associates and Saint Louis Public Schools would re-assess the environment and negotiate new terms, if appropriate. If there are no changes, the agreement would be automatically extended for an additional six months.
- Huber & Associates would need remote and administrative access to all equipment to be supported.
- Saint Louis Public Schools would supply Huber & Associates with two contacts for making/taking service requests.
- If on-site support is requested, additional charges for actual travel and living expenses and for non-local travel time would be invoiced separately, as applicable.
- To request services under this agreement, the Saint Louis Public Schools contact would send an electronic mail to the Huber & Associates' Help Desk ([help@teamhuber.com](mailto:help@teamhuber.com)) or call our main office at 573-634-5000.
- Huber & Associates prioritizes requests as they come in and would respond to all requests for service as quickly as possible.

*\*Only current software and hardware equipment would be covered under this ongoing support agreement. New software or hardware equipment installation and services outside the scope of this agreement would be handled as a project in a separate statement of work.*



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

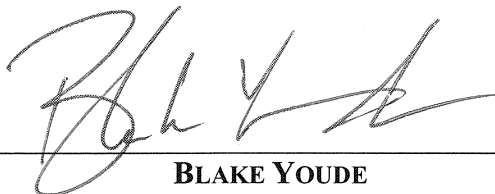
CSIP - 7.6.1

**Funding Source:** Does not apply

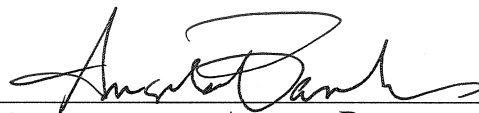
**Requisition No.:**

**Cost not to exceed:** -0-

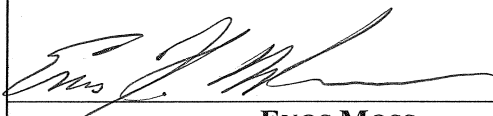
**Recommendation:** Approval



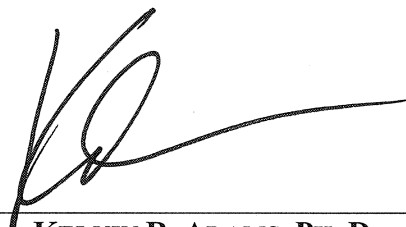
BLAKE YAUDE  
DEPUTY SUPERINTENDENT OF  
INSTITUTIONAL ADVANCEMENT



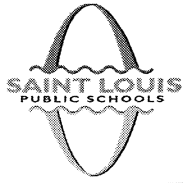
ANGELA BANKS  
INTERIM BUDGET DIRECTOR



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: ☒

**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

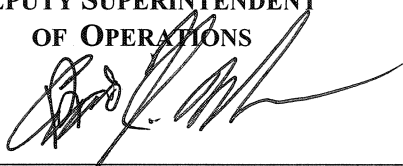
**Requisition No.:** N/A

**Cost not to exceed:** -0-

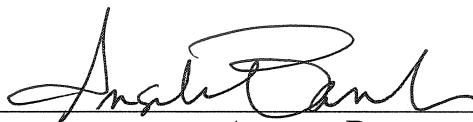
**Recommendation:** Approval



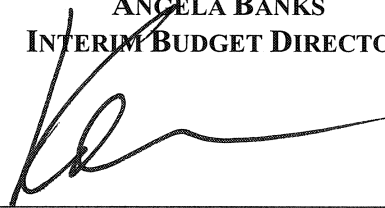
BRIAN WOLFE  
DEPUTY SUPERINTENDENT  
OF OPERATIONS



ENOS MOSS  
CFO/TREASURER



ANGELA BANKS  
INTERIM BUDGET DIRECTOR



KELVIN R. ADAMS, PH. D.  
SUPERINTENDENT



## Healthy Schools Program Memorandum of Understanding – District

Date: November 20, 2009

District Name: St. Louis Public Schools

Address: 801 North 11<sup>th</sup> 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.

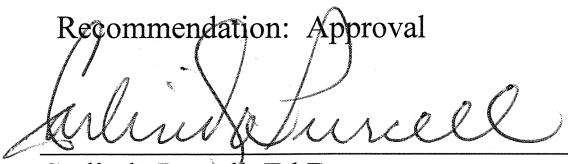
CSIP: Page 7; Rows 6 & 7  
MSIP 9.4.3

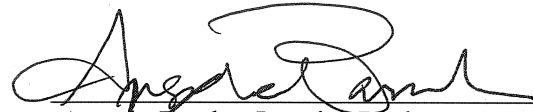
Background Funding Source: NA


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](mailto: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:

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[NAME]	DATE
[TITLE]	

For Missouri College Advising Corps:

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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

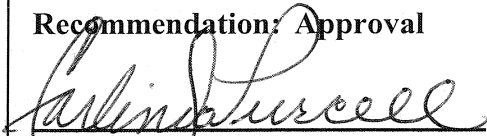
MSIP: 7.6.1

**Funding Source :**

**Cost not to exceed:** \$0.00

**Requisition No.**

**Recommendation: Approval**



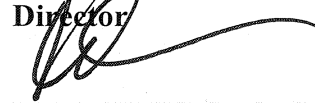
Dr. Carlinda Purcell, Dep. Supt., Academics



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**

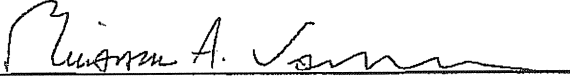
- 11.1 **Successors and Assignments.** The Agency and its partners, successors, executors, administrators, and representatives are bound to the SLPS in respect to all terms, covenants, agreements, and obligations hereunder. This Agreement shall not be assigned by either party without the prior written 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

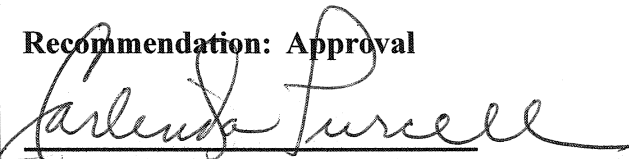
MSIP 6.7.1  
CSIP Goal 2, Row 102

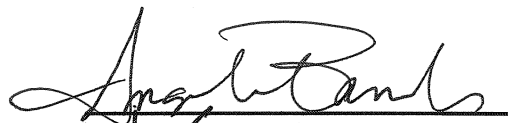
**Funding Source** :730-2331-6319-825-FM


**Requisition No.** 10114758


**Cost not to exceed:** \$15,000.00

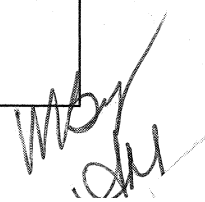
**Recommendation:** Approval

  
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>
<b>Purpose of Contract (Brief Description):</b> <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>		
<b>Performance Ratings:</b> 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		
<b>Category</b>	<b>Rating</b>	<b>Comments (Brief)</b>
<b>Quality of Goods / Services</b>	5	
	4	
	3	
	2	
	1	
<b>Timeliness of Delivery or Performance</b>	5	
	4	
	3	
	2	
	1	
<b>Business Relations</b>	5	
	4	
	3	
	2	
	1	
<b>Customer Satisfaction</b>	5	
	4	
	3	
	2	
	1	
<b>Cost Control</b>	5	
	4	
	3	
	2	
	1	
<b>Average Score</b>	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
<b>Total Amount Due:</b>	<b>\$ 15,000.00</b>

**Please Make Check Payable to:**  
**UNIVERSITY OF MISSOURI-ST. LOUIS**  
**CHARACTER EDUCATION**

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**Thank you for your cooperation.**



CENTER FOR  
CHARACTER &  
CITIZENSHIP

University of Missouri-St. Louis—College of Education

[www.characterandcitizenship.org](http://www.characterandcitizenship.org)

Creating the 21<sup>st</sup> Century School of Education

21<sup>st</sup>  
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 24<sup>th</sup> 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 21<sup>st</sup> Century for evaluation of the 21<sup>st</sup> 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. 11<sup>th</sup> 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:	<b>Sheila Smith-Anderson</b>
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	<b>Sheila Smith-Anderson</b>
(c)	Verification of the receipt of all documents produced by Contractor pursuant to the Scope of Services by:	<b>Sheila Smith-Anderson Diana Bourisaw</b>

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 performed in a professional, good, through and workmanlike manner, and consistent with accepted industry standards.
9. **REMEDIES FOR UNSATISFACTORY SERVICES** In the event Contractor fails to provides 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 11<sup>th</sup> 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.

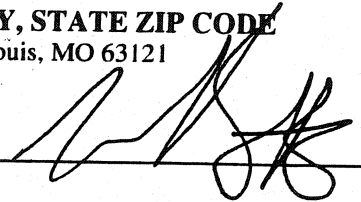
(See attached Scope of Services for Details)

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

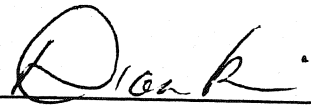
CITY, STATE ZIP CODE  
St. Louis, MO 63121

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:**

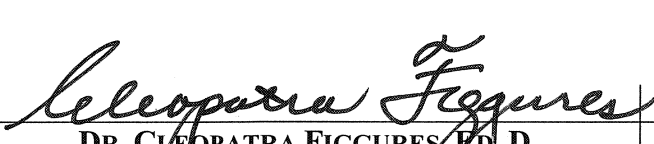
As mandated by Missouri Department of Elementary and Secondary Education (DESE), all districts are to maintain a written district-wide evaluation procedural plan. The policies and regulations of the St. Louis Public Schools (SLPS) Evaluation Procedural Plan have not been updated since 2001 and the lack 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

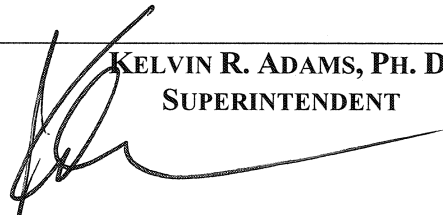


ANGELA BANKS  
INTERIM BUDGET DIRECTOR

ENOS MOSS  
CFO/TREASURER



KELVIN R. ADAMS, PH. D.  
SUPERINTENDENT

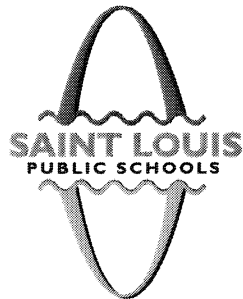


**OFFICE OF ACCOUNTABILITY  
ASSESSMENT, INTERVENTION  
RESEARCH AND EVALUATION**

*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.:** \_\_\_\_\_

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# DISTRICT-WIDE PROCEDURAL PLAN OVERVIEW

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## MSIP STANDARD

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- 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.

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## **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](http://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.

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## **INTERNAL PROGRAMS/SERVICES EVALUATION PROCEDURES**

<b><u>EVALUATION DIRECTIVE</u></b>	<b><u>RATIONALE</u></b>
<p>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>	<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"><li>a) use of the data by program/service providers for on-going self assessment and formative evaluations;</li><li>b) review and modification of activities and/or recordkeeping to improve services;</li><li>c) elimination of the need for spontaneous data collection to fulfill information requests: and,</li><li>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.).</li></ul>

### **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.

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**SLPS BOARD POLICIES  
AND  
REGULATIONS  
FOR  
RESEARCH, ASSESSMENT AND EVALUATION**

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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.

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**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

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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.



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## **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](mailto: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	

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**OFFICE OF ACCOUNTABILITY  
INTERNAL SELF-EVALUATION FORM  
PROGRAMS - SERVICES - OFFICES  
SUMMARY REPORT**

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**SCHOOL YEAR:** |

<b>NAME OF PROGRAM/SERVICE:</b>	
<b>DEPARTMENT/DIVISION/UNIT/OFFICE (UNDER WHICH PROGRAM OPERATES):</b>	
<b>NAME AND TITLE OF ADMINISTRATOR:</b>	
<b>SLPS SITE ADDRESS AND PHONE#:</b>	

**PART 2 OF 2**

<b>7</b>	If appropriate, provide any pertinent self-evaluation comments	
<b>8</b>	If appropriate, describe the most significant need of the program/department that is required to improve student outcomes.	
<b>9</b>	<b>DATE SUBMITTED TO THE DIVISION OF RESEARCH AND EVALUATION</b>	
<b>10</b>	<b>SIGNATURE OF RESPONSIBLE ADMINISTRATOR</b>	



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

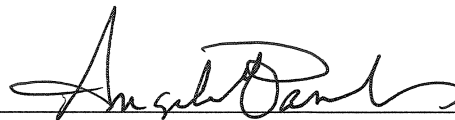
**Requisition No.:** NA

**Cost not to exceed:** NA

**Recommendation:** Approval



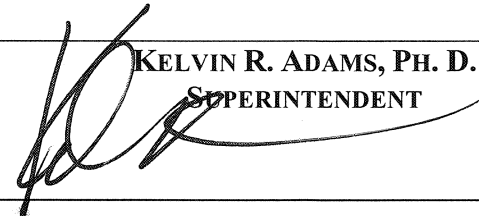
DR. CLEOPATRA FIGGURES, ED. D.  
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SUPERINTENDENT