

BOARD MEETING

THURSDAY, DECEMBER 17, 2009

A G E N D A

SPECIAL ADMINISTRATIVE BOARD

MR. RICK SULLIVAN

MS. MELANIE ADAMS

MR. RICHARD GAINES

SUPERINTENDENT OF SCHOOLS

DR. KELVIN R. ADAMS

801 N. 11TH STREET

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

ST. LOUIS PUBLIC SCHOOL DISTRICT SUPERINTENDENT'S REPORT

December 17, 2009

1.0 Preliminary

1.1 CONSENT AGENDA

1.2 Information Items Only

a. Information Items

1. Sumner School

1.3 Business Items – Action Required

12-17-09-01 To approve a contract with Johnson Controls, Inc. for Air Conditioning repairs at Peabody Elementary School for the period December 19, 2009 through April 10, 2010 at a cost not to exceed \$39,342.00 that includes the 10% contingency.

FUNDING SOURCE: HVAC

12-17-09-02 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 \$135,000.

FUNDING SOURCE: GOB

12-17-09-03 To approve the renewal and the addendum of a contract with the Missouri School Boards Association for direct Medicaid claims at a cost not to exceed 10% of the general revenue and the \$12.00 per student case review cost.

FUNDING SOURCE: GOB

12-17-09-04 To approve a sole source contract with READ 180, Scholastic Education for the purchase of materials for the Soldan and Roosevelt High Schools at a combined cost not to exceed \$28,253.

FUNDING SOURCE: GOB

12-17-09-05 To approve the purchase of 12 laptop computers for the Fanning Middle School in conjunction with the Innovative Technology Education Fund Grant award from World Wide Technology at a cost not to exceed \$9,300.

FUNDING SOURCE: ITEF Grant

12-17-09-06 To approve the purchase of 11 laptop computers for the Kennard CJA School in conjunction with the Innovative Technology Education Fund Grant award from World Wide Technology at a cost not to exceed \$8,525.

FUNDING SOURCE: ITEF Grant

12-17-09-07 To approve the purchase of Optiplex 760 desktop computers and touch screen monitors for the Gateway Michael School in conjunction with the Innovative Technology Education Fund Grant award from World Wide Technology at a total combined cost not to exceed \$15,744.

FUNDING SOURCE: ITEF Grant

ITEMS FOR CONSIDERATION FOR THE JANUARY 14, 2010 MEETING

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

December 17, 2009



SAINT LOUIS PUBLIC SCHOOLS

Date: November 24, 2009

To: Dr. Kelvin R. Adams, Superintendent

From: Brian Wolfe, Dep Supt. - Operations

VENDOR SELECTION METHOD:

☒ RFP/Bid RFP 009-0910
☐ Sole Source
☐ Contract Renewal Previous Bd. Res. #
☐ Ratification

Agenda Item:
 Information:
 Conference:
 Action:

☐ 12-17-09-01
☐
☐
☒

SUBJECT:

To approve a contract with Johnson Controls, Inc. for Air Conditioning repairs at Peabody Elementary School to be provided December 18, 2009 through April 10, 2010 at a cost not to exceed \$35,765.00 plus a 10% contingency for a total of \$39,342.00.

BACKGROUND:

The existing building air conditioner chiller has two compressors out of three that have failed and need replacing. Currently the air conditioning system only has 1/3 capacity and will not cool the building if the outdoor temperature reaches over 85 degrees. The work can be accomplished during the winter months, but will be tested in early April for proper operation.

CSIP: Goal # SLPS Goal #1 - Performance Row # 109 MSIP: 8.10.1

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

Fund Source: 909 - 2624 - 6522 - 562 - HE Non GOB	Requisition #: 10116028
Amount: \$ 39,342.00	
Fund Source: - - - -	Requisition #:
Amount:	
Fund Source: - - - -	Requisition #:
Amount:	
Cost not to Exceed: \$ 39,342.00	Pending Funding Availability
	Vendor #: 600001291

Department: Operations

Requestor: Tom Goodrich

Brian Wolfe, Dep Supt. - Operations

Angela Banks, Interim Budget Director

Enos K. Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



November 13, 2009

MEMORANDUM

TO: Rick Schaeffer: Purchasing Office

FROM: Tom Goodrich

RE: Bid Evaluation Record for RFP# 009-0910 Repair A/C Chiller at Peabody Elementary School.

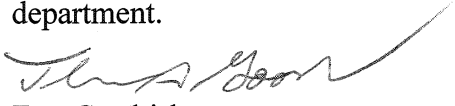
The evaluation began at 11/12/09, 4:00 p.m. and was concluded at 11/13/09 4:00 p.m. The evaluation committee consisted of the following:

Roger CayCe	Building Commissioner	SLPS
Tom Goodrich	Project Manager	SLPS
Mike Dobbs	Project Manager	SLPS
Yvonne Green	Project Manager	SLPS

Bids from the following companies were evaluated and recorded as follows:

Company Name	Bid Amount	Overall Score	Award (Y/N)
Johnson Controls, Inc	\$35,765	358	Yes
System Aire, Inc	\$52,375	209	No
C & R Mechanical Company	\$63,392	263	No

One copy of each evaluation form is on file along with this evaluation record in the operations department.


Tom Goodrich
Construction Project Manager
Operations Department

NAME: Yvonne Green

BID SUMMARY FOR RFP- 009-0910 Repair A/C Chiller at Peabody Elementary School						
Contractor	Price and Effectiveness	M/WBE	Past Performance with the District	Experience and Demonstrated Expertise	Overall Proposal	Scores
Johnson Controls, Inc	\$35,765	None				
Score	Max 50% (50)	Max 10% (0)	Max 20% (20)	Max 10% (10)	Max 10% (10)	90%
System Aire, Inc	\$52,375	None				
Score	Max 50% (30)	Max 10% (0)	Max 20% (5)	Max 10% (10)	Max 10% (10)	55%
C & R Mechanical Co.	\$63,392	None				
Score	Max 50% (20)	Max 10% (0)	Max 20% (20)	Max 10% (10)	Max 10% (10)	60%

BID SUMMARY FOR RFP- 009-0910 Repair A/C Chiller at Peabody Elementary School						
Contractor	Price and Effectiveness	M/WBE	Past Performance with the District	Experience and Demonstrated Expertise	Overall Proposal	Scores
Johnson Controls, Inc	\$35,765	None				
Score	Max 50% (50)	Max 10% (0)	Max 20% (20)	Max 10% (10)	Max 10% (10)	90%
System Aire, Inc	\$52,375	None				
Score	Max 50% (35)	Max 10% (0)	Max 20% (5)	Max 10% (10)	Max 10% (10)	60%
C & R Mechanical Co.	\$63,392	None				
Score	Max 50% (25)	Max 10% (0)	Max 20% (20)	Max 10% (10)	Max 10% (10)	65%

NAME: Mike Dobbs

BID SUMMARY FOR RFP- 009-0910 Repair A/C Chiller at Peabody Elementary School						
Contractor	Price and Effectiveness	M/WBE	Past Performance with the District	Experience and Demonstrated Expertise	Overall Proposal	Scores
Johnson Controls, Inc	\$35,765	None				
Score	Max 50% (50)	Max 10% (0)	Max 20% (20)	Max 10% (10)	Max 10% (8)	88%
System Aire, Inc	\$52,375	None				
Score	Max 50% (40)	Max 10% (0)	Max 20% (0)	Max 10% (0)	Max 10% (4)	44%
C & R Mechanical Co.	\$63,392	None				
Score	Max 50% (30)	Max 10% (0)	Max 20% (20)	Max 10% (10)	Max 10% (8)	68%

NAME: Yvonne Green

BID SUMMARY FOR RFP- 009-0910 Repair A/C Chiller at Peabody Elementary School						
Contractor	Price and Effectiveness	M/WBE	Past Performance with the District	Experience and Demonstrated Expertise	Overall Proposal	Scores
Johnson Controls, Inc	\$35,765	None				
Score	Max 50% (50)	Max 10% (0)	Max 20% (20)	Max 10% (10)	Max 10% (10)	90%
System Aire, Inc	\$52,375	None				
Score	Max 50% (40)	Max 10% (0)	Max 20% (0)	Max 10% (0)	Max 10% (10)	50%
C & R Mechanical Co.	\$63,392	None				
Score	Max 50% (30)	Max 10% (0)	Max 20% (20)	Max 10% (10)	Max 10% (10)	70%



SAINT LOUIS PUBLIC SCHOOLS

Date: November 24, 2009

To: Dr. Kelvin R. Adams, Superintendent

From: Enos K. Moss, CFO/Treasurer

VENDOR SELECTION METHOD:

<input checked="" type="checkbox"/>	RFP/Bid	RFP 008-0910
<input type="checkbox"/>	Sole Source	
<input type="checkbox"/>	Contract Renewal	Previous Bd. Res. #
<input type="checkbox"/>	Ratification	

Agenda Item:
Information:
Conference:
Action:

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

12-17-09-02

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 \$135,000.

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 six financial consulting firms who have previously done work for SLPS.


CSIP: Goal # SLPS Goal #2 - Process and Performance Row # 74 MSIP: 8.5.2

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

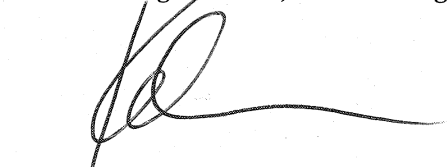
Fund Source: 110 - 2512 - 6319 - 970 - 00 GOB	Requisition #: 10115615
Amount: \$ 135,000	
Fund Source: - - - - -	Requisition #:
Amount:	
Fund Source: - - - - -	Requisition #:
Amount:	
Cost not to Exceed: \$ 135,000	Pending Funding Availability Vendor #:

Department: Budget

Requestor: Angela Banks


Enos K. Moss, CFO/Treasurer


Angela Banks, Interim Budget Director


Dr. Kelvin R. Adams, Superintendent



Scope of Services

5.1 Scope of Services

St. Louis Public Schools Overview

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

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

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

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

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

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



Scope of Services

Approach

SLPS identifies six key activities for this RFP:

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

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

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

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

2. **Initiatives Development**

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

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

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

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



Scope of Services

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

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



Scope of Services

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

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

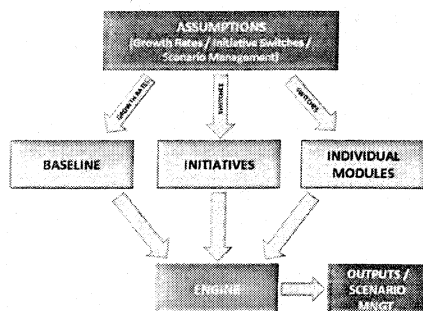
- **Incorporate the baseline assessment into a quantitative, multi-year financial projection model, with scenario evaluation capability.** PFM has been a recognized national leader in the development of long-term financial plans for major governments for more than 15 years. Over the course of this experience,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

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

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

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

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

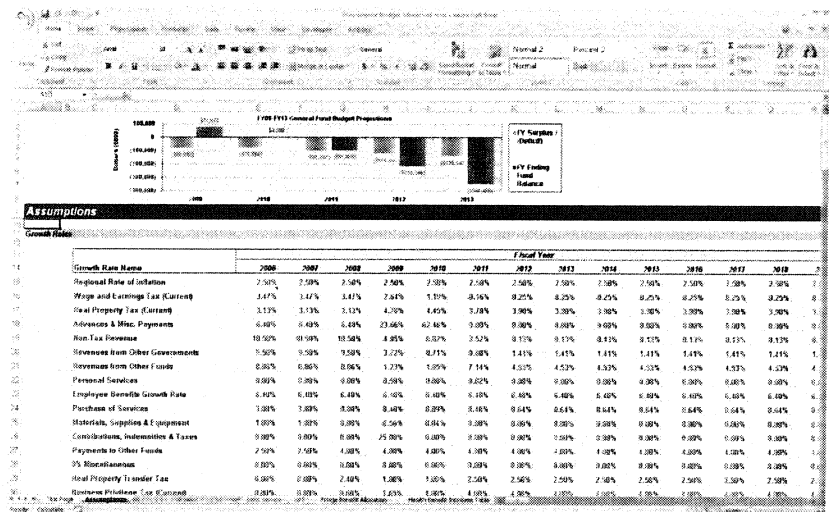




Scope of Services

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

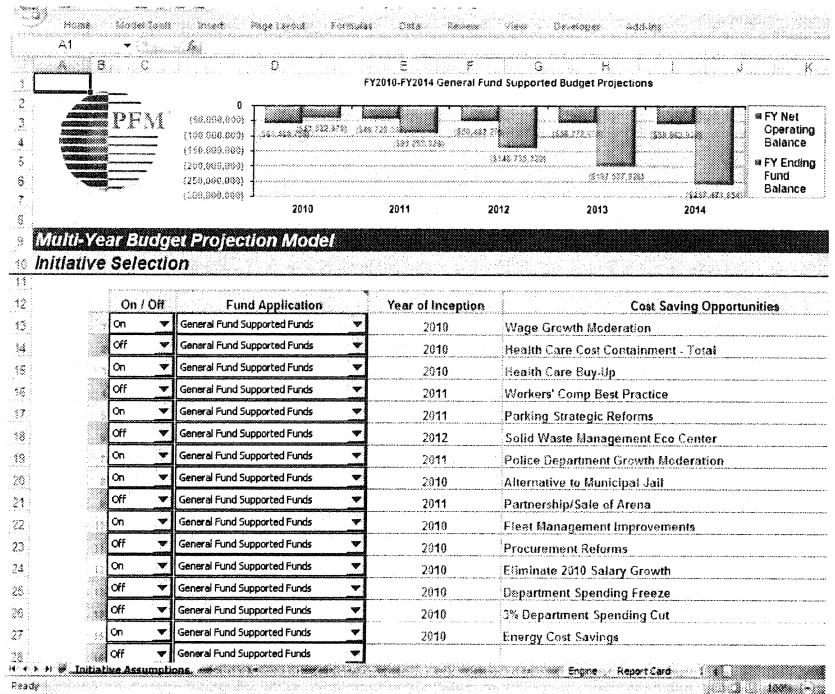
The following screen shot from one version of the model (data shown, illustrative only, not actual), presents the level of detail in standard model growth rate assumptions – based alternatively on historical trends or overrides based on other forecasting methodologies and assumptions. In addition, this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



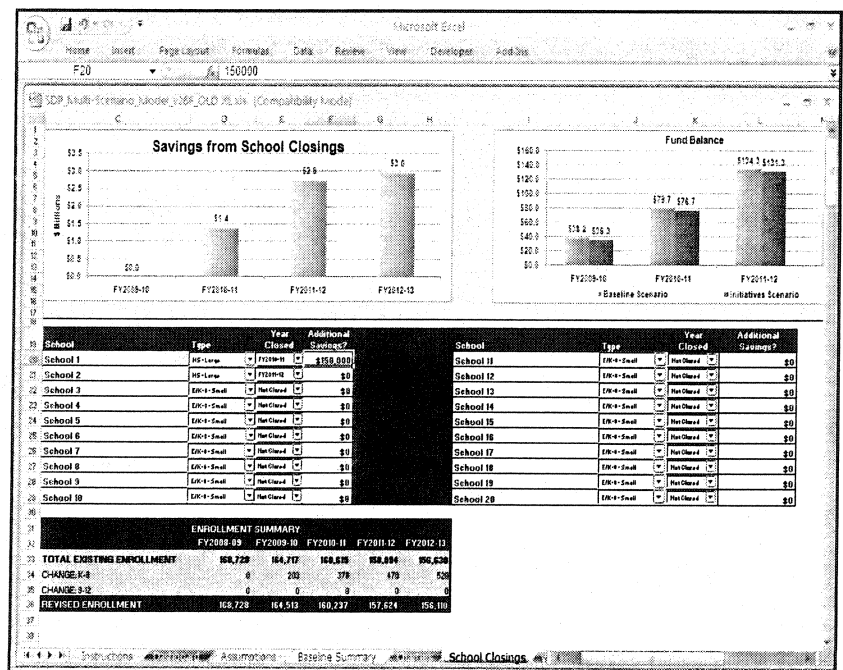
This next screen shot provides an example of how the Long-Term Financial Planning model can incorporate customized scenarios, using “switches” (green if on, red if off) to facilitate ease of review for multiple options.



Scope of Services



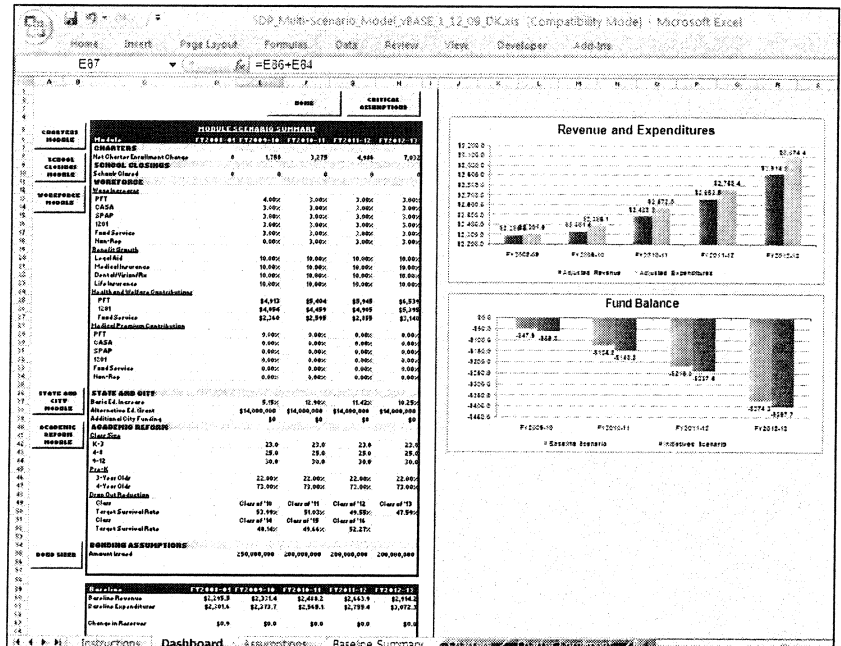
This next screen shot shows a customized module – in this case, for evaluating the impact of potential school closures – as can also be integrated into the overall Financial Planning model.



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

Scope of Services

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



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

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

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

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



Scope of Services

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

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

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

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



Scope of Services

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

Project Management Overview

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

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

Project Management Capability

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

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



Scope of Services

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

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

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

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



SAINT LOUIS PUBLIC SCHOOLS

Date: November 24, 2009

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 12-17-09-03
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve a renewal and addendum of the contract with Missouri School Boards Association for direct service Medicaid claiming to be provided at a cost not to exceed 10% of the generated revenue and \$12/student case reviewed.

BACKGROUND:

The MSBA Medicaid Claiming Consortium will provide all of the products, services and/or technical assistance necessary in order for the SLPS to be able to submit appropriate claims to the State of Missouri's Title XIX/Medicaid Program with respect to the claimable costs that the SLPS incurs in providing speech, occupational and physical therapy services to students, as described in their Individual Education Programs (IEPs).

The MSBA will invoice the SLPS ten percent (10%) of all funds that are paid by the State of Missouri in conjunction with claims that are submitted for payment by the Consortium. **Total FY09 revenue: \$1,004,124.**

CSIP: Goal 2: Process Performance **Row:** 133 **MSIP:** 7.1.2

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

Fund Source: 140-2132-6358-828-MZ	GOB	Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600001003

Department: Special Education

Requestor: Dr. Chip Jones

Dr. Carlinda Purcell, Dep. Supt., Academics

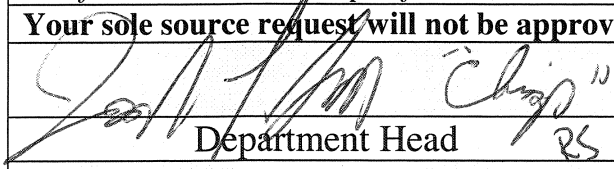
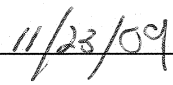
Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Dr. Chip Jones	Date: 11/13/09
Department / School: Special Education	Phone Number: 314-633-5303
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
Products, services and technical assistance necessary to submit, on behalf of the SLPS, direct Medicaid service claims for the claimable costs incurred by the district in providing speech, occupational and physical therapy to students as described in their IEPs.	
Vendor Name: Missouri School Boards Asso	Email: Ratcliffe@msbanet.org
Vendor Contact: Dr. Kim Ratcliffe	Phone Number: 573-239-3722
Justification Information	
1. Why the uniquely specified goods are required?	
A sophisticated electronic logging system is required to capture the services provided along with additional documentation required to process direct service claims.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Current system, TherapyLog by MSBA, was implemented in January 2009. Intense training of therapy providers was conducted. A change in technology would trigger new training and could delay or eliminate documentation necessary for claims to be processed.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
4. List the Names of other Vendors contacted & Price Quotes:	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
 Department Head	 Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

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

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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

ADDENDUM TO MSBA MEDICAID CONSORTIUM AGREEMENT

Physician Prescriptions/Referrals for Schools

This addendum ("ADDENDUM") is made by and between the Missouri School Boards' Association Medicaid Consortium ("MSBA"), and

Saint Louis Public Schools

("School District"), with reference to the following:

WHEREAS, MSBA and the School District have contracted together for MSBA to provide the district with professional Medicaid claiming services; and

WHEREAS, MSBA has a Consulting Agreement ("Consulting Agreement") in effect for Missouri Physician Prescriptions/Referrals for Schools with Max H. Burgdorf, M.D. of St. Louis, MO, a Medicaid-enrolled physician.

WHEREAS, the School District may seek to obtain physician prescription/referral services through MSBA.

WHEREAS, the student records to be transferred contain confidential information and shall be handled by all parties in a manner consistent with the Family Educational Rights and Privacy Act.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties agree as follows:

1. Use of Physician Prescription/Referral Service. Use of this service is at the discretion of the School District.
2. Transfer of Student Records by the School District. The School District agrees to either transfer student records to MSBA that it desires be reviewed by the physician or to mail student records to be reviewed directly to the physician. The student records will be transferred or mailed at the expense of the School District.
3. Physician Access to Student Records. MSBA shall promptly provide access to the physician to all records electronically submitted by the School District for review by the physician.
4. Disposition of Records After Physician Review. After physician review, the district shall either receive a prescription/referral form or a rejection notice, which shall be returned directly to the School District. The physician shall shred all paper records transferred by the School District, thereby not retaining any student records after return of the prescription/referral form to the School District.

5. Payment for Physician Prescriptions/Referral Services. The School District agrees to reimburse MSBA \$12/student case reviewed by the physician. The School District shall remit payment to MSBA within 30 days of receipt of an invoice from MSBA.

6. Limitation of Liability. The School District acknowledges that MSBA is acting as a conduit of information only under this Agreement and does not provide any health-care services. Accordingly, MSBA's liability under this Agreement, for any reason whatsoever, shall be limited to the fees paid to MSBA for the particular case giving rise to a claim. In no event shall MSBA be responsible for any indirect, incidental, special, punitive or consequential damages.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

School District (identifying information)

District Name: Saint Louis Public Schools

Superintendent: Kelvin Adams, PhD.

Street/Mailing Address: 801 N. 11th St.

City/State/Zip: Saint Louis, MO 63101

Telephone number: 314-633-5310

By _____ (Superintendent)

Date: _____

MSBA Medicaid Consortium
2100 I-70 Drive S.W.
Columbia, MO 65203
Telephone (573) 445-9920

By _____ (sign)

Date: _____

Return signed agreement to MSBA, Attention: Dr. Kim Ratcliffe via fax (573.445.9981) or mail to:

MSBA Medicaid Consortium
Att: Kim Ratcliffe
2100 I-70 Drive S.W.
Columbia, MO 65203

Copy will be returned to district once both entity representatives have signed the agreement.

SAINT LOUIS PUBLIC SCHOOLS

Date: October 8, 2008

To: Dr. John Wright, Interim Superintendent

From: Charles W. Simms, Interim Chief Academic Officer

Agenda Item: 10-30-08-12
Information: ☐
Conference: ☐
Action: ☒

Subject:

Agreement with Missouri School Boards Association (MSBA) to provide claim services for Direct Service Medicaid billing.

Background:

The MSBA Medicaid Claiming Consortium will provide all of the products, services and/or technical assistance necessary in order for the SLPS to be able to submit appropriate claims to the State of Missouri's Title XIX/Medicaid Program with respect to the claimable costs that the SLPS incurs in providing speech, occupational and physical therapy services to students, as described in their Individualized Education Programs (IEPs).

Fees are based on the following schedule:

For the 2008-2009 school year, the MSBA will invoice the SLPS ten percent (10%) of all funds that are paid by the State of Missouri in conjunction with claims that are submitted for payment by the Consortium. For the 2007-2008 school year, and any prior periods, the SLPS will pay the Consortium eight percent (8%) of all funds that are paid by the State of Missouri in conjunction with claims that are submitted for payment by the Consortium

Funding Source :N/A

Requisition No. 0

Cost not to exceed: N/A

Recommendation: Approval

Charles W. Simms, Interim Chief Academic Officer

Sam Aihie
Executive Director of Budgets

Enos Moss
CFO / Treasurer

Dr. John Wright
Interim Superintendent

October 28, 2008

Dr. Kelvin Adams
c/o St. Louis Public Schools
801 North 11th Street
St. Louis, MO 63101

RE: "Letter-of-Agreement"

Dear Dr. Speckhard:

I am writing in order to confirm the terms and conditions that will be applicable with respect to the various products, services and technical assistance that the Missouri School Board's Association through the Missouri School Boards' Association Medicaid Consortium (Consortium) will be providing to St. Louis Public Schools (SLPS). In this regard, those terms and conditions are as follows:

- I. Duties and Responsibilities of Consortium:** In conjunction with this "Letter-of-Agreement," the Consortium will provide all of the products, services and/or technical assistance that are necessary in order for the SLPS to be able to submit appropriate claims to the State of Missouri's Title XIX/Medicaid Program and/or its Title XXI/State Children's Health Insurance Program (SCHIP) with respect to the claimable costs that the SLPS incurs in providing health-related services to its Special Education students (Note: The Consortium will develop such claims for the prospective period that is covered by this "Letter-of-Agreement" – and for any applicable retroactive period. In doing so, the Consortium will utilize Internet-based billing software, which has been designed to facilitate the claims development process – and the claims submission process – per the applicable policies and procedures that have been established by the State of Missouri and the U.S. Department of Health and Human Services (DHHS) for those two (2) programs. The Consortium reserves the right to contract with a third party administrator to perform the services stipulated in this Letter-of-Agreement.

The Consortium will develop the SLPS's above-referenced claims – and submit those claims directly to the State of Missouri on behalf of the SLPS. In this regard, the Consortium will, upon request, provide the SLPS with "hard copies" of all such claims – and with Compact Discs (CDs) that contain all of the "back-up information/source documents" concerning those claims (Note: The SLPS will retain the *originals* of all such "back-up information/source documents".). In addition, the Consortium will also store an electronic copy of all such "back-up information/source documents" in a protected archival environment.

- II. Duties and Responsibilities of the SLPS:** In conjunction with this "Letter-of-Agreement", the SLPS will do the following:

- (a) Furnish copies, either electronically or in paper format, of all of the data and/or documents that the Consortium needs in order to meet its obligations with respect to this "Letter-of-Agreement" (Note: These copies will contain accurate and complete information – and they will be provided by the SLPS without charge to the Consortium);

- (b) Be responsible for the performance of its employees and agents – and for the accuracy and completeness of all of the data and/or documents that they provide to the Consortium (Note: The Consortium will return any forms that are missing requisite signatures and/or required information – and, after it receives back the completed/corrected forms, the Consortium will process them in its next claims processing cycle);
- (c) Execute the required “Inter-agency Agreement” with MoHealthNet that provides for cooperation with respect to any matters that are essential to this “Letter-of-Agreement”;
- (d) Provide and/or assist the Consortium with obtaining access to and/or copies of any data and/or documents that are in the custody and control of SLPS and are necessary for the performance of the Consortium’s obligations per this “Letter-of-Agreement”;
- (e) Provide appropriate facilities for the Consortium to provide “Training Programs” for any of the SLPS’s staff who are providing health-related services that are claimable per the Title XIX/Medicaid program or the Title XXI/SCHIP program;
- (f) Assign a *Project Liaison* to the Consortium who has decision-making authority – or who reports directly to someone who has such decision-making authority;
- (g) Have its applicable staff fill out appropriate “Service Delivery Logs” as required in order to record claimable time for reimbursable services as defined by MoHealthNet; and
- (h) Provide other reasonable assistance as requested by the Consortium.

III. Modifications/Upgrades: Throughout the term of this “Letter-of-Agreement”, the Consortium will implement any modifications/upgrades that are required as the result of any changes in the policies and/or procedures of the State of Missouri and/or DHHS with respect to the Title XIX/Medicaid program or the Title XXI/SCHIP program. In this regard, the Consortium will not charge any additional amounts for any such modifications/upgrades.

IV. Compliance: The Consortium and the SLPS will comply with all of the applicable Federal and State laws and/or regulations concerning the Title XIX/Medicaid program and the Title XXI/SCHIP program. In addition, the Consortium and SLPS will also comply with all of the applicable provisions of the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability & Accountability Act (HIPAA), and the Individuals with Disabilities Education Act (IDEA).

V. Training: The Consortium will provide appropriate training, on an “as needed/as requested” basis, in order to ensure that all of the SLPS’s affected staff are able to comply with the applicable regulations, rules, etc. of the State of Missouri and/or DHHS with respect to the Title XIX/Medicaid program and the Title XXI/SCHIP program (Note: This training will generally take place in facilities that will be provided by the SLPS). In this regard, the Consortium will not charge any additional amounts for any such training.

- VI. **“Help Desk” Support:** The Consortium will provide “Help Desk” support throughout the term of this “Letter-of Agreement” (Note: In conjunction with this activity, the Consortium will make available a toll-free number that can be utilized by the SLPS’s staff to contact the Consortium’s “Help Desk” personnel). In this regard, the Consortium will not charge any additional amounts for this “Help Desk” support.
- VII. **Website Support:** The Consortium will establish – and maintain – a Website that can be accessed by SLPS’s staff on an “as needed” basis. In this regard, this Website will include, at a minimum, the following information: the Names, Telephone Numbers and E-Mail Addresses for all of the Consortium staff who will be providing services to the SLPS; copies of the curricula – and or materials – that are utilized in conjunction with the Consortium’s “Training Programs”; copies of informational materials concerning the Title XIX/Medicaid program and the Title XXI/SCHIP program; a “Blog” concerning the Consortium’s work for the SLPS that will be updated at least once per quarter; and links to related Websites.
- VIII. **Forms:** The Consortium will provide all of the forms that are required for the SLPS to document its delivery of claimable health-related services pursuant to appropriate “Individualized Education Plans” – and to bill the State of Missouri for those services.
- IX. **Confidential and/or Proprietary Information:** During the term of this “Letter-of-Agreement”, the Consortium may be required to divulge confidential and/or proprietary information – including, but not necessarily limited to, its trade secrets and methodologies – to agents, consultants, contractors and/or employees of the SLPS. In this regard, the SLPS – and its agents, consultants, contractors, employees, etc. – agree not to disclose any such information that is considered to be confidential and/or proprietary by the Consortium to any third party without the prior written consent of the Consortium, except as otherwise ordered by a court of competent jurisdiction (Note: The SLPS agrees to inform all of its agents, consultants, contractors, employees, etc. who will be working with the Consortium per this “Letter-of-Agreement” about these confidentiality and non-disclosure requirements).
- X. **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 (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 gross negligent or willful misconduct of the Contractor and/or its agents under this Agreement. This provision shall survive termination or expiration of the Agreement.
- XI. **Fees:** In return for the products, services and/or technical assistance to be provided hereunder by the Consortium, the SLPS will pay the Consortium per the following fee schedule:
- For the 2008-2009 School Year, the SLPS will pay the Consortium ten percent (10%) of all of the Title XIX/Medicaid funds and Title XXI/SCHIP funds that are paid by the State of Missouri in conjunction with claims that are submitted for payment by the Consortium ; and
 - For the 2007-2008 School Year – and/or any prior time periods – the SLPS will pay the Consortium eight percent (8%) of all of the Title XIX/Medicaid funds and Title XXI/SCHIP funds that are paid by the State of Missouri in conjunction with claims that are submitted for payment by the Consortium .

XII. Invoices and Payments: The Consortium will submit appropriate "Invoices" to the SLPS on a quarterly basis – and those "Invoices" will be payable within thirty (30) days of the SLPS's receipt of same. In this regard, the SLPS will notify the Consortium within five (5) business days of its receipt of each such "Invoice" if any additional information will be needed before it will process the "Invoice" for payment.

XIII. Duration and Termination: This "Letter-of-Agreement" will remain in full force and effect from October 1, 2008, through September 30, 2009, – and it will be extended on a year-to-year basis, per the same terms and conditions, unless either of the parties gives to the other, a thirty (30) day written notice prior to the expiration date to terminate this agreement. Notwithstanding the above, the SLPS may unilaterally cancel this "Letter-of-Agreement" upon thirty (30) days written notice to the Consortium any time on or after, as applicable, the ninetieth (90th) day of the initial term – or the ninetieth (90th) day of any renewal term of this "Letter-of-Agreement".

XIV. Miscellaneous:

- (a) The Consortium will provide all of its products, services and technical assistance in accordance with the generally accepted professional standards for this type of work.
- (b) The Consortium will provide its products, services and/or technical assistance at such locations as the SLPS and the Consortium mutually deem to be appropriate. In addition, the Consortium will meet with representatives of the SLPS at such times and places as may be requested by the SLPS.
- (c) The Consortium will submit "Quarterly Progress Reports" to the SLPS. In this regard, each such report will describe the Consortium's activities during the prior calendar quarter – and will be signed by an authorized officer or designee of the Consortium.
- (d) The Consortium will immediately inform the SLPS if/as problems, delays or adverse conditions occur that will materially impact its ability to provide products, services and/or technical assistance to the SLPS. In this regard, the Consortium will provide the SLPS with a report of any action taken, or contemplated, by the Consortium – and any assistance that will be required by the SLPS.
- (e) Upon request, the Consortium will conduct "mini-audits" with respect to all of the Title XIX/Medicaid claims – and all of the Title XXI/SCHIP claims – that it has developed for the SLPS (Note: These "mini-audits" will be undertaken per the same standards and procedures that are utilized by the State of Missouri and/or DHHS with respect to such claims). In this regard, the Consortium will not charge any additional amounts for these "mini-audits".
- (f) In the event that any of the Title XIX/Medicaid claims or Title XXI/SCHIP claims which the Consortium develops for SLPS are audited by the State of Missouri or DHHS, the Consortium will provide support services and technical assistance before, during and after any such audits. In this regard, the Consortium will not charge any additional amounts for these support services and/or technical assistance.

- (g) Upon its receipt of a "Notice-of-Termination" from the SLPS, the Consortium will stop work under this "Letter-of-Agreement" on the date specified in the "Notice-of-Termination" – and preserve all of its records and documents concerning the products, services and/or technical assistance that it provided to the SLPS. Thereafter, upon receipt of its final payment from the SLPS, the Consortium will transfer all such records and documents to the SLPS. (Note: The Consortium will have the right to retain copies of all such records and documents).

In order to ensure an orderly and non-disruptive business continuance, each party will help the other in the orderly termination of this "Letter-of-Agreement". In this regard, the Consortium will not charge any additional amounts for any of its termination-related activities.

Notwithstanding the termination of this "Letter-of-Agreement", the obligations of the SLPS to make payments to the Consortium for work-in-process, claims submitted and claims pending hereunder, as of the effective date of the expiration or termination of the "Letter-of-Agreement", will continue in full force and effect. Similarly, the Consortium will fulfill all of its obligations to the SLPS through the effective date of the expiration – or the termination – of this "Letter-of-Agreement".

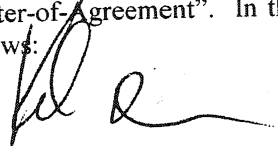
Please acknowledge your understanding of – and your agreement with – all of the terms and conditions that are set forth in this "Letter-of-Agreement" by signing below where indicated and returning this document to me (Note: A *Duplicate Original* is enclosed for your files). In addition, please feel free to contact me if you have any questions and/or if I can provide you with any further information concerning this matter.

Sincerely,

Carter D. Ward, Ph.D.
Executive Director

ACKNOWLEDGMENT

On behalf of St. Louis Public Schools, I, **Dr. Kelvin R. Adams**, hereby acknowledge that I understand – and that I am in agreement with – all of the terms and conditions that are set forth in this “Letter-of-Agreement”. In this regard, I hereby indicate that understanding – and that agreement – as follows:



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

12/5/08

Date

**SAINT LOUIS PUBLIC SCHOOLS****Date:** November 24, 2009**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Carlinda Purcell, Dep. Supt., Academics**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #:

Agenda Item: 12-17-09-04
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve a sole source contract with READ 180, Scholastic Education, for the purchase of materials for Soldan and Roosevelt at a cost not to exceed \$28, 253.00

BACKGROUND:

READ 180 is an intervention reading program with quantifiable improvement in the areas of reading. It delivers individualized adjusted reading instruction which provides practice, support, as well as motivates students as they progress toward becoming lifelong readers. READ 180 combines researched-based reading practices with effective use of technology offering students an opportunity to achieve reading success. It has been implemented at Soldan with great success. The purchase will allow an upgrade and expansion of delivery at Soldan and a new implementation at Roosevelt. In school districts where the program is implemented, data shows dramatic improvement in dropout rate.

CSIP: Goal 3: Resource**Row:** 20**MSIP:** 6.3.1**FUNDING SOURCE: (Fund Type – Function – Object Code – Location Code – Project Code)**

Fund Source: 110-1152- 6421-838-DT	GOB	Requisition #: 10116062
Amount: \$28, 253.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$28, 253.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600013873

Department: ESOL Program**Requestor:** Nahed Chapman

 Dr. Carlinda Purcell, Dep. Supt., Academics


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Nahed Chapman, Executive Director ESOL Program	Date: November 12, 2009
Department / School: ESOL Program	Phone Number: 314-776-1686
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
Read 180 software for Soldan High School and Roosevelt High School	
Vendor Name: Scholastic Education Bloomington, Ill	Email: kkemp@scholastic.com
Vendor Contact: Kathy Kemp	Phone Number 800-225-4625
Justification Information	
1. Why the uniquely specified goods are required?	
READ180 is needed to improve reading skills of the ELL students of Roosevelt High School and Soldan High School.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Scholastic Education is the sole provider of this product.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
4. List the Names of other Vendors contacted & Price Quotes:	
None exist.	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
Department Head	Date
 CFO	 Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

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

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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



READ 180 Results

Closing the Achievement Gap High School Effectiveness



Silver Standard

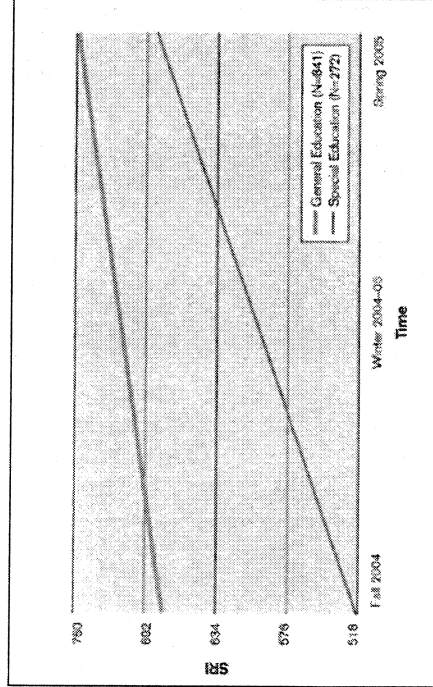
SPED

ELL

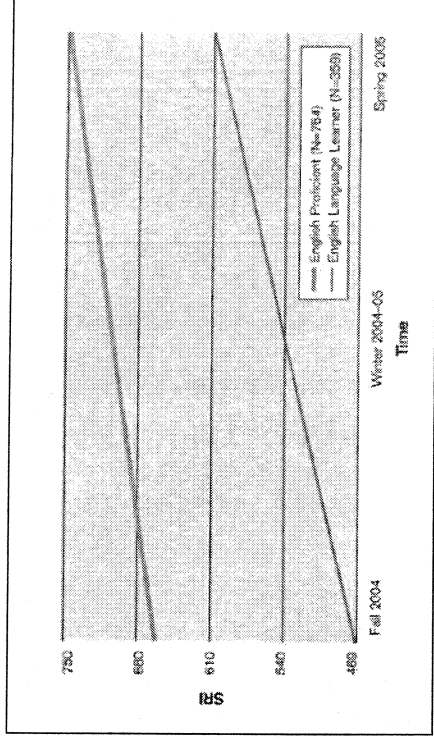
Clark County School District, NV

Evaluator: K. Zvoch & L. LeTourneau

Ninth-Grade Student Literacy as a Function
of Program Days and Educational Status



Ninth-Grade Student Literacy as a Function of
Program Days and English Language Status



Key Finding:

- The growth made by the average *READ 180* participant was equivalent to an advance of one grade level of reading ability. However, the growth experienced by English Language Learners and students in special education was roughly equivalent to an advance of 1.5 grade levels.



READ 180 Results

Decreasing Dropout Rates High School Effectiveness

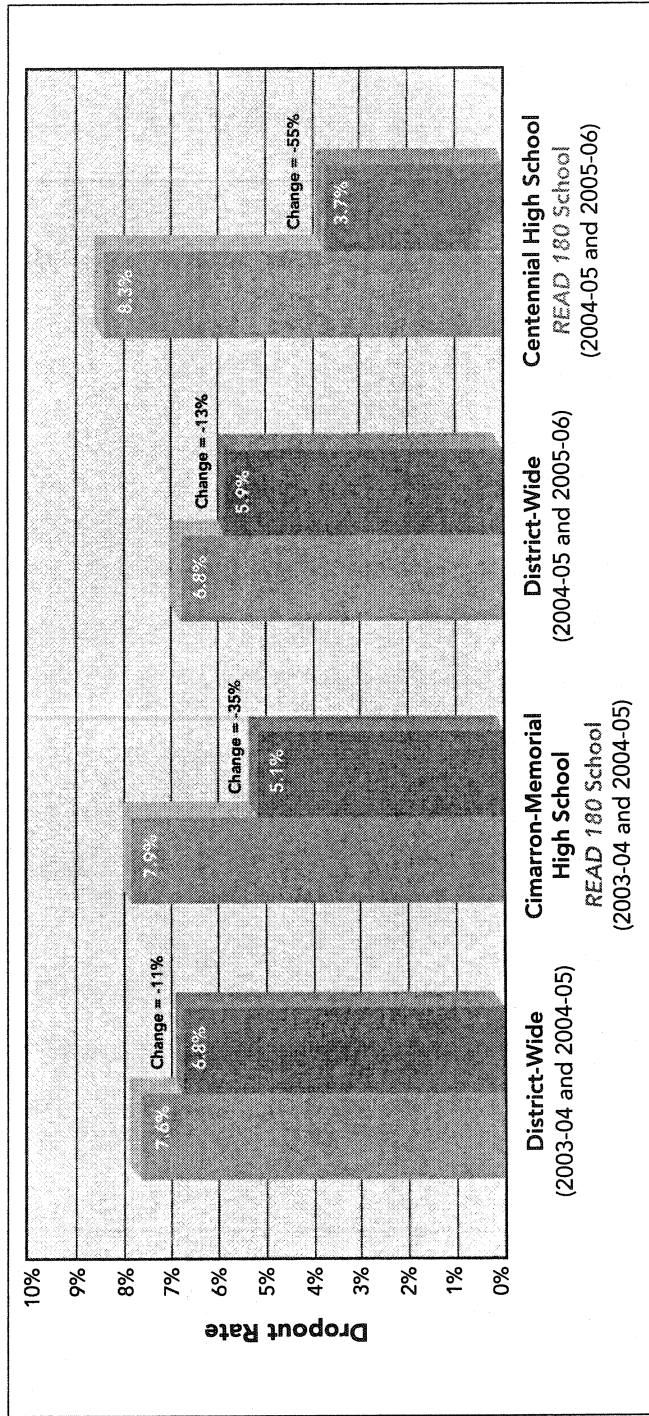


SPED

ELL

Clark County School District, NV Evaluator: K. Zvoch & L. LeTournneau

High School Dropout Rates



Key Finding:

- At Cimarron-Memorial High School, which began its *READ 180* program with 215 students in Fall 2004, the dropout rate decreased by 35 percent during 2004-05, while Clark County School District's overall dropout rate decreased by 11 percent during this period. At Centennial High School, which began its *READ 180* program in the Fall of 2005, the dropout rate in 2005-06 declined by 55 percent, while the district's overall dropout rate declined by 13 percent.



READ 180 Results

Decreasing Dropout Rates High School Effectiveness

Clark County School District, NV:

Clark County School District first implemented *READ 180* during the 1999–2000 school year. Student achievement improved considerably and the district expanded the program. Fast forward to 2004–05 school year: student dropout rates improved dramatically at Centennial High School and Cimarron-Memorial High School. At Cimarron-Memorial High School, the dropout rate decreased by 35% between 2003–04 and 2004–05 and at Centennial High School, the dropout rate decreased by 55% between 2004–05 and 2005–06. These declining dropout rates are particularly notable compared to the Clark County School District's overall decrease in dropout rate of 11% from 2003–04 to 2004–05 and 13% from 2004–05 to 2005–06.

In addition, a district study of *READ 180* English Language Learner (ELL) students and *READ 180* students with special needs showed significant growth compared to general education *READ 180* students. Although Scholastic Reading Inventory (SRI) status scores showed Special Education (SPED) students and English Language Learners were reading at significantly lower reading level than general education students at the beginning of ninth grade, an analysis of reading growth rates from 2004–05 school year revealed that “students in these special populations grew at a faster rate than their peers during the ninth grade school year. As a result, the achievement gap between special and general education students was smaller by the end of the ninth grade” (p.1, Zvoch & LeTourneau, 2006). The same was found to be true with English Language Learners and students considered proficient in English.



Silver Standard

SPED

ELL



READ 180 Results

Sustaining Results High School Effectiveness

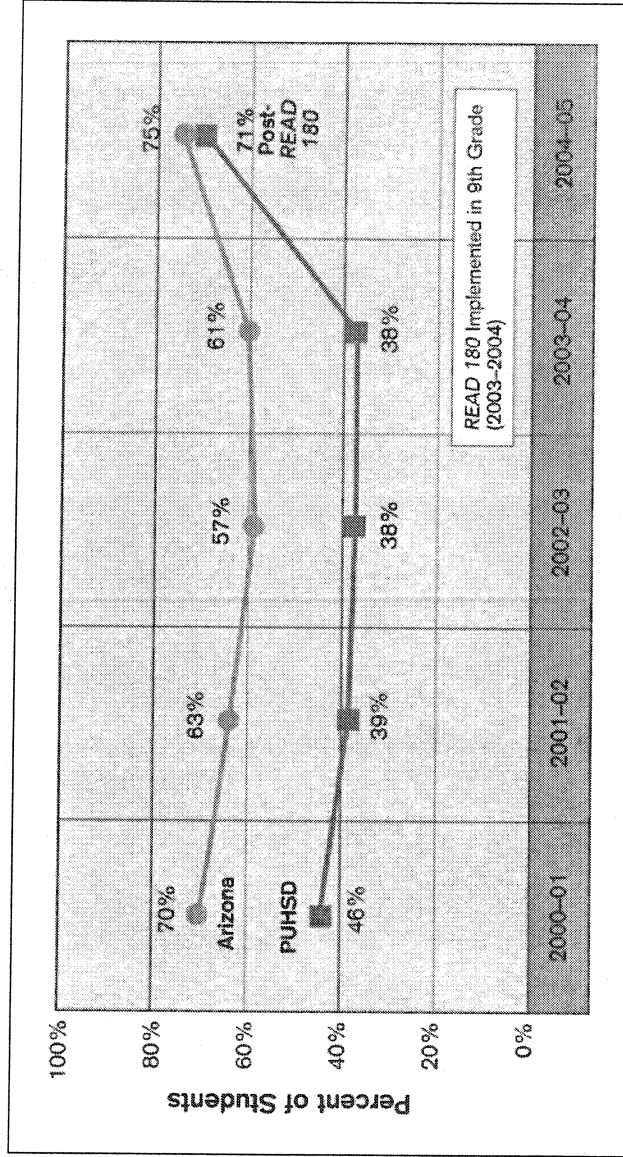


ELL

Phoenix Union High School District, AZ (PUHSD)

Evaluator: Policy Studies Associates

Grade 10 Students Who Meet or Exceed Proficiency on AIMS Compared with Arizona State-Wide Average



Key Finding:

- One year after implementation of *READ 180* in PUHSD in fall of 2003, the number of PUHSD students who met or exceeded proficiency on the Arizona Instrument for Measuring Success (AIMS) test increased by 33 percent, compared to the statewide gain of 14 percent.



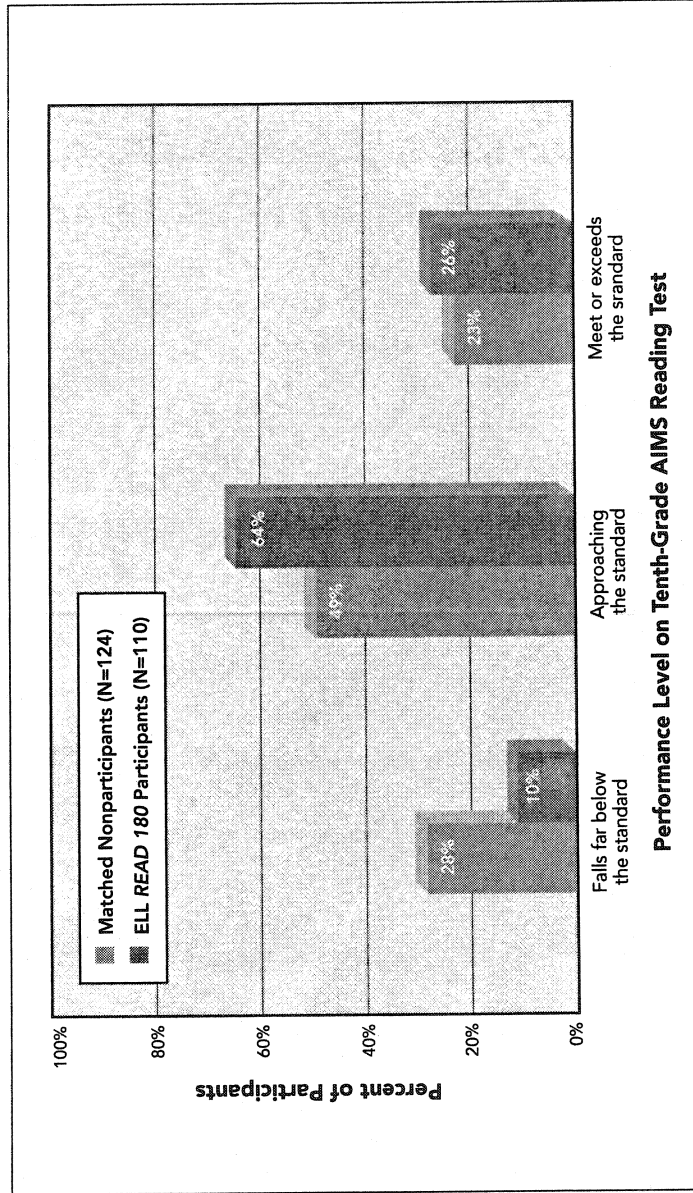
READ 180 Results

Sustaining Results High School Effectiveness

Phoenix Union High School District, AZ (PUHSD)

Evaluator: Policy Studies Associates

AIMS Reading Performance Level for Students Eligible for ELL Services,
READ 180 Participants vs. Matched Nonparticipants



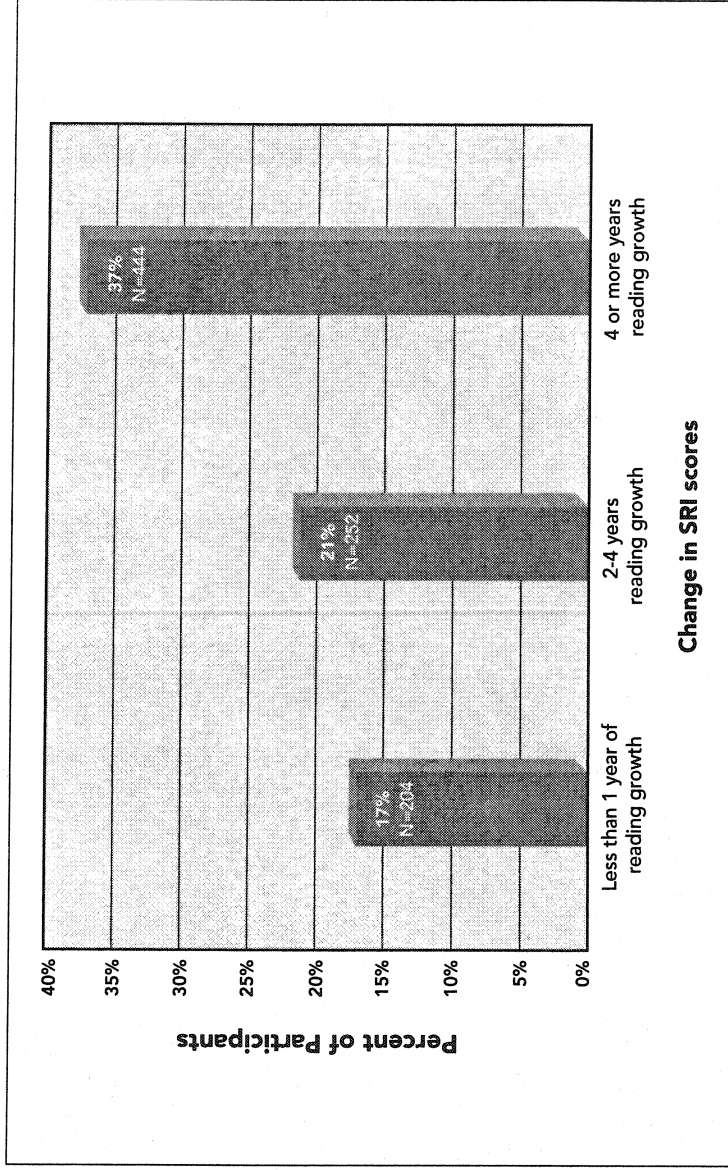
Key Finding:

- *READ 180* ninth-grade students who were classified as English Language Learners (ELLs) outperformed matched ELL nonparticipants on the tenth-grade Arizona Instrument for Measuring Success (AIMS) reading test, with ELL *READ 180* students achieving 654 scale score points, and matched ELL nonparticipants achieving 646 scale score points.

Phoenix Union High School District, AZ (PUHSD)

Evaluator: Policy Studies Associates

Ninth Grade *READ 180* Participants' Growth in SRI Scores, Phoenix Union High School, 2003-2004



Key Finding:

- More than half (58 percent) of the ninth-grade participants achieved two or more years of growth in reading ability and 37 percent achieved four years' growth or more on the SRI.



READ 180 Results

Sustaining Results High School Effectiveness

Phoenix Union High School District, AZ:

In fall 2003, the Phoenix Union High School District (PUHSD) began using Stage C of *READ 180* for struggling readers in the ninth grade. These students were identified for *READ 180* because they scored below the seventh grade equivalent on the Stanford Achievement Test 9 (SAT-9) administered during the spring of eighth grade.

After one year of *READ 180*, ninth-grade participants averaged a gain of 14 normal curve equivalents (NCEs) on the Scholastic Reading Inventory (SRI) between August 2003 and May 2004. More than half (58 percent) of the ninth-grade participants achieved two or more years of growth in reading ability and 33 percent achieved four years' growth or more. In addition, African-American *READ 180* participants averaged a gain of 11.9 NCEs between their initial and final SRI. Longitudinal results of *READ 180* shown in the tenth-grade Arizona Instrument for Measuring Success (AIMS) test demonstrated that English Language Learner (ELL) *READ 180* participants outperformed matched nonparticipants on the AIMS reading test. On average, *READ 180* ELL students achieved 654 scale score points. In contrast, nonparticipating ELL students earned 646 scale score points. In addition, former *READ 180* participants who scored in the bottom quarter (below 35 NCEs) on the eighth-grade SAT-9 Reading test averaged 653 scale score points on the AIMS Reading assessment, while matched nonparticipating students with the same range of eighth-grade scores averaged 645 scale score points.



ELL



Quotation

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

Prepared for:

Nadina Robinson, ESOL Instructional Coordinator, 9-12
St. Louis Schools
3125 S. Kingshighway
St. Louis, MO 63139
314.776.1686
nadina.robinson@slps.org

Prepared by:**Date:** 10/12/2009

Kathy Kemp
Account Executive
(314) 302-1274
kkemp@scholastic.com

ISBN #	Description	QTY	Unit Price	Subtotal	Discount Amount	Total
979879	READ 180 Stage C Enterprise Conversion Package, Soldan	1	\$7,500.00	\$7,500.00	\$0.00	\$7,500.00
978706	READ 180 Implementation Training, Day 1 (up to 20 participants, 7 hours)	1	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00
981282	READ 180 Stage C Additional Classroom Package, Soldan	1	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00
Subtotal				\$18,000.00	\$2,500.00	\$15,500.00
				Shipping and Handling		\$720.00
				Sales Tax		\$0.00
				Total		\$16,220.00

Prices are valid through August 31, 2009

Terms and Conditions

Page 1 of 1

State law requires that sales tax be added to your order unless we have a sales tax exemption certificate on file. Scholastic's terms are FOB shipping point unless otherwise noted on the purchase order. Unless otherwise noted, all services must be delivered within 24 months of purchase.



Quotation

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

Prepared for:

Nadina Robinson, ESOL Instructional Coordinator
St. Louis Public Schools
3125 S. Kingshighway
St. Louis, MO 63139
314.776.1686
nadina.robinson@slps.org

Prepared by:**Date:** 9/4/2009

Kathy Kemp
Account Executive
(314) 302-1274
kkemp@scholastic.com

ISBN #	Description	QTY	Unit Price	Subtotal	Discount Amount	Total
967079	READ 180 Stage C, rBook Student Edition (individual copy) 45 copies for Soldan/60 copies ofr Roosevelt	60	\$29.95	\$1,797.00	\$0.00	\$1,797.00
981282	READ 180 Stage C Additional Classroom Package	1	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00
973485	READ 180 Stage C, rBook Teacher's Edition (individual copy)	1	\$425.00	\$425.00	\$0.00	\$425.00
516298	Stage C LBook Student Worktext (10 copies)	5	\$149.50	\$747.50	\$0.00	\$747.50
516589	Stage C LBook Classroom Pack (10 Student Worktexts and Teaching Guide)	1	\$445.00	\$445.00	\$0.00	\$445.00
Subtotal				\$11,414.50	\$0.00	\$11,414.50
				Shipping and Handling		\$639.30
				Sales Tax		\$0.00
				Total		\$12,053.80

Prices are valid for 90 days.

Terms and Conditions

Page 1 of 1

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**SAINT LOUIS PUBLIC SCHOOLS**

Date: November 24, 2009

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 12-17-09-05
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

Approve the purchase of technology equipment/supplies from World Wide Technology (State Contract with Dell, Inc.) in conjunction with the Innovative Technology Education Fund (ITEF) Grant awarded to Fanning Middle School for 2009/2010 school year. This project will enhance the curriculum for students by providing rigor and expanding differentiation strategies. The cost should not exceed \$9,300.

BACKGROUND:

This is a written request to fulfill the terms of the Innovative Technology Education Fund Grant (ITEF) at Fanning Middle School to purchase the following items through World Wide Technology: 12 student laptop computers @ \$775.00 each.

CSIP: Goal 2: Process Performance

Row: 79

MSIP: 7.2.3


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

Fund Source: 730-1131-6542-314-UB	Non-GOB	Requisition #: 10116084, 10116087
Amount: \$9,300		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$9,300.00 ✓	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600005444

Department: Fanning Middle

Requestor: Verona Bowers


 Dr. Carlinda Purcell, Dep. Supt., Academics


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent

CONFIGURATION REQUIREMENTS WORKSHEETS

Notebook - Business User

Pricing Effective: October 1, 2009 Through December 31, 2009

Quote Number:	509472166	50947496	509475035	509475681
Brand/Model:	Latitude E4300	Latitude E5400	Latitude E5500	Vostro 1720
Base Price:	\$1,224.00	\$748.00	\$775.00	\$870.00
Windows 7 W7PXD3E	W7PXD3E	W7PXD3E	W7PXD3E	W7PXD3E
Is your pricing available to cooperative entities?	13" Display	14" Display	15" Display	17" Display
Laptop Display Resolution: The manufacturer should indicate the laptop display's optimized resolution.	WXGA (1280 x 800) LED Display	WXGA (1280x800)	WXGA (1280x800)	WXGA+ (1440x900)
Minimum System Specifications/Requirements:	Manufacturer should indicate model number(s) and provide a description.			
General: Corporate Class PC with 12-month image stability proposed.				
CPU: Intel Core 2 Duo - Manufacturer must indicate the CPU proposed.	Intel Core 2 Duo SP9400, 2.40GHz, 1066MHz 6M	Intel Core 2 Duo T7250, 2.00GHz, 2M L2 Cache, 800MHz FSB	Intel Core 2 Duo T7250, 2.00GHz, 2M L2 Cache, 800MHz FSB	Intel Core 2 Duo T6670, 2.2GHz800MHz FSB, 2M L2 Cache
Hard Disk: 80GB, 5400RPM	80GB Hard Drive 9.5MM, 5400RPM	80GB Hard Drive 9.5MM, 5400RPM	80GB Hard Drive 9.5MM, 5400RPM	160 GB Hard Drive 9.5MM, 5400RPM
Memory: 2GB	2.0GB DDR3-1066MHz 1 DIM	2.0GB, DDR3-1066 SDRAM, 2 DIMM	2.0GB, DDR3-1066 SDRAM, 2 DIMM	2.0GB, DDR3-866 SDRAM, 1 DIMM
Integrated Mouse: (touchpad, ball, or trackpoint)	Integrated	Touchpad	Touchpad	Touchpad
Sound Card: Integrated	Integrated	Integrated	Integrated	Integrated
Video Card: Integrated	Intel Graphics Media Accelerator 4500MHD	Intel Graphics Media Accelerator 4500MHD	Intel Graphics Media Accelerator 4500MHD	Intel Graphics Media Accelerator 4500MHD
Integrated Ethernet Support: (RJ-45) 10/100/1000 Ethernet with Wake on LAN	10/100/1000 NIC WOL	10/100/1000 NIC WOL	10/100/1000 NIC WOL	10/100/1000 NIC WOL
Modem: V.92 56K Integrated	USB MODEM	INTEGRATED	INTEGRATED	USB MODEM
Optical Drive: DVD/CD-ROM	DVD-RW	8X DVD+/-RW	8X DVD+/-RW	8X DVD+/-RW
Minimum of 2 USB 2.0 ports	2 USB 2.0 Ports	4 USB 2.0 Ports	4 USB 2.0 Ports	6 USB 2.0 Ports
Replicator port	Port for Port Replicator	Port for Port Replicator	Port for Port Replicator	Port for Port Replicator
Video Out port	VGA	VGA, S-Video	VGA, S-Video	VGA
Integrated Wireless Solution 802.11 b/g	Dell 1397 WLAN (802.11a/g) mini Card Latitude 6 Cell Battery	Dell 1397 WLAN (802.11a/g) mini Card Latitude 6 Cell Battery	Dell 1397 WLAN (802.11a/g) mini Card Latitude 6 Cell Battery	Dell Wireless 1395 802.11g 6 Cell Battery
Standard Battery				
Operating System: Microsoft Windows Vista Business, current service pack, with media and the ability to load Microsoft Windows XP. It is highly desirable for Microsoft Windows XP with the current service pack be installed on the device before delivery to the state agency.	Windows XP PRO SP3 with Windows Vista Business License	Windows XP PRO SP3 with Windows Vista Business License	Windows XP PRO SP3 with Windows Vista Business License	Windows XP PRO SP3 with Windows Vista Business License
System Warranty: 3 years, On-site, Next Business day, parts and labor				
Battery Warranty: 1 year	YES	YES	YES	YES
Delivery: Delivery shall be F.O.B. Destination to a secure inside location and included in the base price.				
Energy Star 4	YES	YES	YES	YES
Upgrades: Must be purchased at the same time as the device				
Upgrade to LED Display	Model Number/Description	Price	Model Number/Description	Price
Upgrade to Microsoft Windows Vista Ultimate	XP33UDE(XP) or VU31E(Vista)	\$65.00	XP33UDE(XP) or VU31E(Vista)	\$65.00
Upgrade to Microsoft Windows Vista 64-bit (necessary for devices with memory above 4GBs)	VB61E	\$0.00	VB61E	NA
Additional 1GB RAM Memory	4G2 (800MHz)	\$20.00	4G2D8	\$10.00 and \$25.00
Upgrade to 120GB Hard Drive - Indicate Speed	NA		NA	\$10.00
Upgrade to 160GB Hard Drive - Indicate Speed	160G54	\$3.00	160G54 - 5400RPM	\$3.00
Upgrade to 250GB Hard Drive - Indicate Speed	250G72	\$10.00	250G72	\$10.00
Upgrade Optical Drive to CD-RW	INCLUDED	\$0.00	X45PC	\$0.00
Upgrade Optical Drive to DVD/CD-RW	INCLUDED	\$0.00	INCLUDED	\$0.00
Upgrade Optical Drive to DVD-RW	INCLUDED	\$0.00	8XDRW	\$0.00
Upgrade Optical Drive to BluRay Reader	NA		na	\$
Upgrade Optical Drive to BluRay Reader/Writer	NA		BRAY	\$95.00
Upgrade to 802.11n WAN	DW1510	\$7.00	DW1510	\$7.00
Battery Upgrade	INCLUDED	\$0.00	9C	\$7.00
Biometric Fingerprint Reader	FRDR	\$15.00	FRTPAD	\$18.00
Embedded TPM security chip	INCLUDED	\$0.00	DPFRDR	\$15.00
Dual DVI video card	NA		NA	\$0.00
Intel CentrinoPro Processor Technology	INCLUDED	\$0.00	INCLUDED	\$0.00
Bluetooth 2.0	BT365	\$10.00	BT370	\$7.00
				IN355X \$10.00



SAINT LOUIS PUBLIC SCHOOLS

Date: November 24, 2009

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 12-17-09-06
Information: ☐
Conference: ☐
Action: ☒

SUBJECT:

Approve the purchase of Dell technology equipment/supplies from World Wide Technology (through the State Contract) in conjunction with the Innovative Technology Education Fund (ITEF) Grant awarded to Kennard CJA for the 2009/2010 school year. This project will enhance the gifted curriculum for students by providing rigor and expanding differentiation strategies.

BACKGROUND:

The request is being made to fulfill the terms of the Innovative Technology Education Fund Grant (ITEF) at Kennard CJA. The funds will be used to purchase 11 student Dell laptop computers @ \$775.00 (\$8,525.00). The State Contract through World Wide Technology is the vehicle being used to purchase the equipment.

CSIP: Goal 2: Process Performance

Row: 79

MSIP: 7.2.3

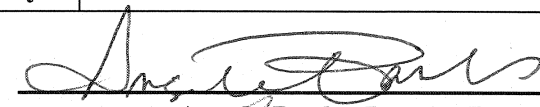
FUNDING SOURCE: (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)

Fund Source: 730-1111-6443-503-U9	Non-GOB	Requisition #: 10115022
Amount: \$8,525.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$8,525.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600005444

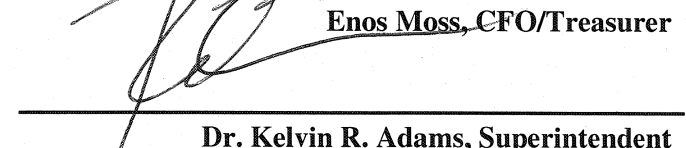
Department: Kennard CJA

Requestor: Wanda LeFlore


Dr. Carlinda Purcell, Dep. Supt., Academics


Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

CONFIGURATION REQUIREMENTS WORKSHEETS

Notebook - Business User

Pricing Effective: October 1, 2009 Through December 31, 2009

Quote Number:	509472166	509474496	509475035	509475681
Brand/Model:	Latitude E4300	Latitude E5400	Latitude E5500	Vostro 1720
Base Price:	\$1,224.00	\$748.00	\$775.00	\$870.00
Windows 7	W7PXD3E	W7PXD3E	W7PXD3E	W7PXD3E
Is your pricing available to cooperative entities?				
Laptop Display Resolution: The manufacturer should indicate the laptop display's optimized resolution.	13" Display	14" Display	15" Display	17" Display
Minimum System Specifications/Requirements:	WXGA (1280 x 800) LED Display	WXGA (1280x800)	WXGA (1280x800)	WXGA+ (1440x900)
General: Corporate Class PC with 12-month image stability proposed.	Manufacturer should indicate model number(s) and provide a description.			
CPU: Intel Core 2 Duo - Manufacturer must indicate the CPU proposed.	Intel Core 2 Duo SP9400, 2.40GHz, 1066MHz 6M	Intel Core 2 Duo T7250, 2.00GHz, 2M L2 Cache, 800MHz FSB	Intel Core 2 Duo T7250, 2.00GHz, 2M L2 Cache, 800MHz FSB	Intel Core 2 Duo T6670, 2.2GHz/800MHz FSB, 2M L2 Cache
Hard Disk: 80GB, 5400RPM	80GB Hard Drive 9.5MM, 5400RPM	80GB Hard Drive 9.5MM, 5400RPM	80GB Hard Drive 9.5MM, 5400RPM	160 GB Hard Drive 9.5MM, 5400RPM
Memory: 2GB	2.0GB DDR3-1066MHz 1 DIM	2.0GB DDR3-1066MHz 2 DIMM	2.0GB DDR3-1066MHz 2 DIMM	2.0GB, DDR3-866 SDRAM, 1 DIMM
Integrated Mouse: (touchpad, ball, or trackpoint)	Touchpad and Trackpoint	Touchpad	Touchpad	Touchpad
Sound Card: Integrated	Integrated	Integrated	Integrated	Integrated
Video Card: Integrated	Intel Graphics Media Accelerator 4500MHD	Intel Graphics Media Accelerator 4500MHD	Intel Graphics Media Accelerator 4500MHD	Intel Graphics Media Accelerator 4500MHD
Integrated Ethernet Support: (RJ-45) 10/100/1000 Ethernet with Wake on LAN	10/100/1000 NIC WOL	10/100/1000 NIC WOL	10/100/1000 NIC WOL	10/100/1000 NIC WOL
Modem: V.92 56K Integrated	USB MODEM	INTEGRATED	INTEGRATED	USB MODEM
Optical Drive: DVD/CD-ROM	DVD-RW	8X DVD+/-RW	8X DVD+/-RW	8X DVD+/-RW
Minimum of 2 USB 2.0 ports	2 USB 2.0 Ports	4 USB 2.0 Ports	4 USB 2.0 Ports	6 USB 2.0 Ports
Replicator port	Port for Port Replicator	Port for Port Replicator	Port for Port Replicator	Port for Port Replicator
Video Out port	VGA	VGA, S-Video	VGA, S-Video	VGA
Integrated Wireless Solution 802.11 b/g	Dell 1397 WLAN (802.11a/g) mini Card Latitude	Dell 1397 WLAN (802.11a/g) mini Card Latitude	Dell 1397 WLAN (802.11a/g) mini Card Latitude	Dell Wireless 1395 802.11g
Standard Battery	6 Cell Battery	6 Cell Battery	6 Cell Battery	6 Cell Battery
Operating System: Microsoft Windows Vista Business, current service pack, with media and the ability to load Microsoft Windows XP. It is highly desirable for Microsoft Windows XP with the current service pack be installed on the device before delivery to the state agency.	Windows XP PRO SP3 with Windows Vista Business License	Windows XP PRO SP3 with Windows Vista Business License	Windows XP PRO SP3 with Windows Vista Business License	Windows XP PRO SP3 with Windows Vista Business License
System Warranty: 3 years, On-site, Next Business day, parts and labor				
Battery Warranty: 1 year	YES	YES	YES	YES
Delivery: Delivery shall be F.O.B. Destination to a secure inside location and included in the base price.				
Energy Star 4	YES	YES	YES	YES
Upgrades: Must be purchased at the same time as the device				
Upgrade to LED Display	Model Number/Description	Price	Model Number/Description	Price
Upgrade to Microsoft Windows Vista Ultimate	XP33UDE(XP) or VU31E(Vista)	\$65.00	XP33UDE(XP) or VU31E(Vista)	\$65.00
Upgrade to Microsoft Windows Vista 64-bit (necessary for devices with memory above 4GBs)	VB61E	\$0.00	VB61E	\$5.00
Additional 1GB RAM Memory	4G2 (800MHz)	\$20.00	4G2D8	\$20.00
Upgrade to 120GB Hard Drive - Indicate Speed	NA		NA	
Upgrade to 160GB Hard Drive - Indicate Speed	160G54	\$3.00	160G54- 5400RPM	\$3.00
Upgrade to 250GB Hard Drive - Indicate Speed	250G72	\$10.00	250G72	\$10.00
Upgrade Optical Drive to CD-RW	INCLUDED	\$0.00	X45PC	\$20.00
Upgrade Optical Drive to DVD/CD-RW	INCLUDED	\$0.00	INCLUDED	\$0.00
Upgrade Optical Drive to DVD-RW	INCLUDED	\$0.00	8XDVWR	\$4.00
Upgrade Optical Drive to BluRay Reader	NA		na	\$0.00
Upgrade Optical Drive to BluRay Reader/Writer	NA		BRAY	\$425.00
Upgrade to 802.11n WAN	DW1510	\$7.00	DW1510	\$7.00
Battery Upgrade	INCLUDED	\$0.00	9C	\$18.00
Biometric Fingerprint Reader	FRDR	\$15.00	FRPAD	\$15.00
Embedded TPM security chip	INCLUDED	\$0.00	INCLUDED	\$0.00
Dual DVI video card	NA		NA	
Intel CentrinoPro Processor Technology	INCLUDED	\$0.00	INCLUDED	\$0.00
Bluetooth 2.0	BT365	\$10.00	BT370	\$7.00
				\$10.00

Backlit Keyboard	ENGBL	\$20.00	ENGBL	\$18.00	NA	NA	\$
LED Nightlight	INCLUDED	\$0.00	INCLUDED	\$0.00	NA	NA	\$
Integrated Webcam	CAM	\$15.00	CAMMIC	\$10.00	NA	LCDCDSW	\$20.00
Integrated Microphone	INCLUDED	\$0.00	INCLUDED	\$0.00	Na	LCDCDSW	\$20.00
Asset Tagging with Electronic Inventory Reporting (1st tag)	366-1000	\$10.00	366-1000	\$8.00	366-1000	366-1000	\$10.00
Asset Tagging with Electronic Inventory Reporting (each additional tag)	366-1000	\$8.00	366-1000	\$8.00	366-1000	366-1000	\$8.00
Image Load / Management	366-1227	\$25.00	366-1227	\$25.00	366-1227	366-1227	\$25.00
No hard drive return (in compliance with HIPPA)	KYHD3Y	\$7.40	KYHD3Y	\$7.40	KYHD3Y	KYHD3Y	\$7.40
Delivery to a secure agency location with pallet removal of pallet sized orders		\$		\$			\$
Options: Do not have to be purchased at the same time as the device, but may only be purchased for devices obtained through the bulk buy.							
USB - 1.44 MB 3.5" Floppy Drive	Model Number/Description	Price	Model Number/Description	Price	Model Number/Description	Price	Model Number/Description
Port Replicator	341-2545	\$20.00	341-2545	\$20.00	341-2545	\$20.00	341-2545
Docking Station	430-3113 E port Simple	\$83.00	430-3113 E port Simple	\$83.00	430-3113 E port Simple	\$83.00	A0457578
Monitor Stand	430-3114 E port Plus	\$95.00	430-3114 E port Plus	\$95.00	430-3114 E port Plus	\$95.00	A0457578
Additional Battery	330-0875	\$65.00	330-0875	\$65.00	330-0875	\$65.00	330-0875
Carrying Case - Nylon	312-0823	\$55.00	312-0762	\$48.00	312-0762	\$48.00	312-0741
HSOPA Internal Wireless Card: Up to 3G	330-1182	\$23.00	330-1182	\$23.00	330-1181	\$28.00	330-1935Q409
External Keyboard	430-3170	\$115.00	DW553A + 14VXG (MUST BE O	\$140.00	DW553A + 15WXG (MUST BE O	\$140.00	NA
Optical Mouse	310-7995	\$9.00	310-7995	\$9.00	310-7995	\$9.00	310-7995
Battery Slice	310-9603	\$8.00	310-9603	\$8.00	310-9603	\$8.00	310-9603
NA	NA		NA		NA		
System Warranty Upgrade: System warranty upgrades must be purchased at the time of the purchase of the device							
Accidental Damage Protection	CCADS3	\$99.00	CCADS3	\$99.00	CCADS3	\$99.00	CCADS3
Additional One Year, On-Site, Next Business day, Parts and Labor Warranty	U4OS	\$55.00	U4OS	\$55.00	U4OS	\$55.00	U4OS
Additional Two Years, On-Site, Next Business day, Parts and Labor Warranty	U5OS	\$75.00	U5OS	\$75.00	U5OS	\$75.00	U5OS
Parts-Only Warranty (i.e. direct parts ordering)	900-8050 Warranty Parts Direct per Technician per year	\$208.00	900-8050 Warranty Parts Direct per Technician per year	\$208.00	900-8050 Warranty Parts Direct per Technician per year	\$208.00	900-8050 Warranty Parts Direct per Technician per year
3 years, Depot Warranty, parts and labor		\$		\$		\$	
Battery Warranty Upgrades: Battery warranty upgrades must be purchased at the time of the purchase of the device							
Additional One Year Battery Warranty	EXTBAT1	\$58.00	EXTBAT1	\$58.00	EXTBAT1	\$58.00	EXTBAT1
Additional Two Years Battery Warranty	EXTBAT2	\$60.00	EXTBAT2	\$60.00	EXTBAT2	\$60.00	EXTBAT2
Additional One Year Battery Slice Warranty	NA		NA		NA		
Additional Two Years Battery Slice Warranty	NA		NA		NA		
Hard Drive: The manufacturer should indicate the speed of all proposed hard drives.							



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May 13, 2009

Grant Agreement

Project Title: Kennard's Writing Program Moves to the 21st Century: Electronic Portfolios

Grant Number: 3038366

Name, address, and telephone number of grantee:

Merry Denny
St. Louis Public Schools
5031 Potomac
St Louis, MO 63139-1316
314-353-8875

Name, address, and telephone number of contact person for this grant:

Innovative Technology Education Fund
Lisa Dinga, Executive Director
1001 Craig Road, Suite 260
St. Louis, MO 63146
(314) 317-2257
lisa@enhancinglearning.org

Amount of Grant: \$14,567.03 (partial grant to fund up to: 1 Laptop Cart (\$1007.99); 1 Scanner (\$116.99); 125 High Speed USB drives (\$1343.75); 1 Digital Camera (\$175.00); 1 Printer (\$398.30); 15 Laptop Computers – Mini Dell's (\$9,000.00); Hyperstudio Software \$2325.00; and \$200.00 in paper)

Grant Period: Up to 12 Months



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Required Reports

Interim Report: No later than November 30, 2009

Final Report: No later than May 31, 2010 or within 30 days of the completion of your project/program (if finished sooner). Copies of all receipts to substantiate purchases **MUST** be mailed to the Innovative Technology Education Fund at the address on page 1 of this contract.

Note: Reports are Electronic and will be available online. Due within 30 days of the completion of your project / program. Please note if you have unused funds you can send a letter to ITEF explaining how you would use them to enhance your project or return them to ITEF with your final report

Grant Purpose: We would like to create electronic student portfolios for all students in grades 2nd and 3rd. This would enable us to update how our students learn to write effectively with the use of technology being the stimulus

Special Conditions:

- Grantees can not apply for future project grants until the current grant project has been completed, all final reports have been submitted, and any unused monies returned to ITEF. If for some reason the school is permanently closed, the equipment should be sent to the school where the majority of these students will be attending.

Conditions Pertaining to Grants

I. Expenditure of Funds

- A. This grant is to be utilized only for the purpose outlined above and in accordance with your grant proposal and budget. Neither the program nor the budget may be modified without the Innovative Technology Education Fund's prior approval.
- B. Any unexpended funds shall be returned to the Innovative Technology Education Fund no later than the close of the grant project or if your organization loses its exemption from federal income taxes under the Internal Revenue Code. Expenses charged against this grant may be incurred only as necessary to carry out the purposes and activities of the approved program. If there are funds remaining at the end of the project period you must return the funds or submit a request to use these additional funds to further support your project (additional supplies, an integrated piece of equipment etc). The ITEF board will review your request and make their determination within 30 days of your final report. If your request is denied, you will have 30 days from the date of the determination to return unused funds to ITEF.
- C. Your organization is solely responsible for the expenditure of funds and shall maintain adequate records of program receipts and expenses consistent with generally accepted accounting practices.



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- D. Your organization will permit the Innovative Technology Education Fund, at its request, to have complete access to your project files and records for the purpose of making such financial audits, verifications, and investigations as it deems necessary.
- E. No funds provided by the Innovative Technology Education Fund shall be used for the purpose of influencing legislation by propaganda, participating or interviewing in political campaigns, or engaging in activities which characterize it as an action organization [Treasury Regulation 1.501(c)(3)1(b)(3)].
- F. Interest earned on grant funds in possession of the recipient will accrue and be applied to the project for which funds were granted.
- G. This grant, or any payment thereof, may be discounted, modified or withheld at any time if, in the judgment of the Innovative Technology Education Fund, such action is necessary to comply with requirements of the law, or when there is evidence that the conditions of the grant have not been met, or if, in the judgment of the Innovative Technology Education Fund, continued funding of the project does not seem warranted.

Reports to the Innovative Technology Education Fund

ITEF monitors projects during the full funding period

- H. Annually, grant funds should be included in the regular audit of the organization's funds.
- I. Within two months of receiving the funds, the grantee shall begin using the funds for the program/project/timeline that was funded by ITEF.
If the use of the grant funds has not begun within two months from the date of the grant payment, then the organization should contact ITEF immediately and depending on the circumstances, ITEF may request the funds be immediately returned. Also, if project hiatus occurs for at least two-months, the unused funds are to be returned immediately to ITEF. The grantee may request the awarded funds be re-released for program/project expenses within the dates of the original grant period.

If, during the two-month delay in grant program/project activity, the chief contact for the grantee affirms in a letter to ITEF that the grantee will be using the money within 90 days from the date of the payment, the unused funds may be retained by the grantee for the additional 30-day period. A written report is to be provided to ITEF at the end of this 30-day extension. If ITEF does not agree to extend the grant period, the unexpended funds shall be returned immediately.

Failure to appropriately handle the grant funds according to the policies of ITEF and/or provide required report(s) will eliminate the grantee organization from any funding for a five year period commencing with the date for the original proposed conclusion of the project/program/timeline funded.

II. Limit of Commitment, Indemnification

- A. Unless otherwise stipulated in writing, this grant is made with the understanding that ITEF has no obligation to provide additional support to the Grantee.



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- B. The Grantee is an independent organization and ITEF is not responsible for its acts or omissions. The making of the grant provided for herein does not constitute an assumption by ITEF of any of the Grantee's financial or other legal obligations. The Grantee shall pay and hold ITEF harmless from any and all claims, damages and expenses, including any costs of legal defense arising out of the performance of the funded project or attributable to any actual or alleged act or omission of the Grantee or any person(s) acting or alleged to be acting on the Grantee's behalf.

Announcement of Grants

ITEF appreciates receiving copies of press releases and other published references to ITEF. Publicity provides opportunities to highlight the need or problem addressed by the grant, promotes the mission of both the recipient and ITEF, and often helps to stimulate additional financial support for the project and the sponsoring agency or organization.

Materials related to the grant should mention the funder and should state that:

The Innovative Technology Education Fund partners with schools and non-profits to support innovative ideas and models that leverage the use of technology to enhance learning for students and classroom educators. Their grants focus on improving student achievement, extending learning outside regular classroom hours, and providing technology oriented professional development.

The ITEF logo is available in electronic form upon request for use by the grantee.

Grants approved by ITEF may also be reported by ITEF to the media or identified on the ITEF website and in ITEF publications.

The foregoing conditions are hereby accepted by the Grantee:

Signature of authorized representative (School Principal or District Superintendent)

Merry Q. Denny Date 5-20-09

Merry Q. Denny Principal
Printed Name Title

Please return to: Innovative Technology Education Fund, 1001 Craig Road, Suite 260 St. Louis, MO 63146

St. Louis Public School District
SUPERINTENDENT'S REPORT

June 11, 2009


1.0 Preliminary

1.1 CONSENT AGENDA

1.2 Information Items Only

- a) End of Legislative Session Presentation
Mr. Steve Carroll
- b) Wellness Update
Ms. Sharonica Hardin

1.3 Business Items – Action Required

- 06-11-09-01 (Approved at 05/28/09 meeting)** To approve a contract with The CSU, Chico Research Foundation (Sole Source Provider) for services for the Summer Leadership Academy for the time period July 13 – 15, 2009, in an amount not to exceed \$50,000.00. (Funding source: 739-2331-825-FM-6319 [Foundation])
- 06-11-09-02 (Approved at 05/28/09 meeting)** To approve a contract with Bel Mor Associates, LLC (Sole Source Provider) for consulting services related to the Summer Leadership Academy for Principals for the time period June 22-24, 2009, in an amount not to exceed \$5,000.00. (Funding source: 739-2331-825-FM-6319 [Foundation])
-  **06-11-09-03** To approve acceptance of funds from the Innovative Technology Education Fund (ITEF) and authorization to execute related transaction agreement for grant funds from ITEF for the time frame 2009-2010 school year, in an amount not to exceed \$69,183.00. (Funding source N/A [ITEF Grant])
- 06-11-09-04** To approve an increase in the amount of the contract with Microsoft Services Premier Support to provide problem resolution support and training and workshops for IT staff for the period June 1, 2009 through November 18, 2009, in an amount not to exceed \$28,980.00. (Funding source: 981-110-2828-6319-75-100 [GOB])
- 06-11-09-05** To approve an increase in the amount of the contract of the Student Information System (SIS) with Tyler Technologies to cover the time period through June 30, 2009, in an amount not to exceed \$30,000.00. (Funding source: 981-110-2828-6319-75-100 [GOB])

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

Items for Consideration at June 25, 2009

- 06-25-09-01** To approve a contract with Allianz Global Risks U.S. Insurance Company to provide "All Risk Property Insurance" for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$548,918.00. (Funding source: 110-2514-6351-970-00)

- 06-25-09-02** To approve a renewal of a contract with Hartford Steam Boiler Insurance Company for boiler and machinery insurance for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$43,029.00. (Funding source: 110-2514-6351-970-00)

- 06-25-09-03** To approve a contract with State Farm Insurance Company to provide automobile liability and physical damage insurance for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$38,000.00. (Funding source: 110-2514-6354-970-00)

- 06-25-09-04** To approve a renewal of a contract with Markel Insurance Company to provide athletic accident insurance for the time period August 1, 2009 through July 31, 2010, in an amount not to exceed \$50,934.00. (Funding source: 110-2514-6355-970-00)

- 06-25-09-05** To approve a contract with Arch Insurance Company to provide excess - workers' compensation insurance for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$193,790.00. (Funding source: 170-2514-6261-970-00)

- 06-25-09-06** To approve a contract renewal with CCMSI to provide workers' compensation claims administration and loss control services for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$130,945.00. (Funding source: 170-2514-6261-970-00)

- 06-25-09-07** To approve a contract with International Systems of America, Inc. to provide annual testing and inspection of fire alarms for the district schools and buildings for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$71,477.00. (Funding source: 905-110-2624-6333-00).

- 06-25-09-08** To approve a contract with Bieg Plumbing Company, Inc. to provide domestic water backflow inspections, maintenance and repair services for district schools and buildings for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$75,000.00. (Funding source: 110-2624-6333-905-00)

- 06-25-09-09** To approve a contract with Wiegmann Associates to repair the air conditioning cooling tower at Bunche Middle School so that it is completed prior to school opening in the fall for the time period July 1,

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

2009 through June 30, 2010, in an amount not to exceed \$32,896.00.
(Funding source: 110-2828-6319-981-00)

- 06-25-09-20** To approve the continuation of the Excess Workers' Compensation Bond as required by the Missouri Department of Insurance for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$11,125.00. (Funding source: 170-2514-6261-970-00)
- 06-25-09-21** To approve a purchase from Universal Business Supply (Sole Source Provider) from the SLPS preferred vendor list of hygienic items for students enrolled in the district's students-in-transition homeless program for the period June 1, 2009 through June 30, 2009, in an amount not to exceed \$12,750.00. (Funding source: 822-2336-6411-299-RM)
- 06-25-09-22** To approve the Technology Plan for the purpose of guiding the district's technology implementations for the 2009-2012 school years, at no cost to the district.
- 06-25-09-23** To approve acceptance of the Charles Stewart Mott Foundation funds for the grant for the full service schools initiative, Community Education Division for the 2009-2010 school year, at no cost to the district.
- 06-25-09-24** To approve the final bus routes for the fiscal year 2008 – 2009.
- 06-25-09-25** To approve a contract with Schoolnet for assessment and professional development for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$650,000.00. (Funding source: 110-2822-984-00-110-6319)
- 06-25-09-26** To approve a contract renewal with Schoolwires for website hosting services and software licenses for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$51,300.00. (Funding source: 981-110-2828-6358-75)
- 06-25-09-27** To approve a Memorandum of Understanding with the Teacher Home Visit Program to establish a cohesive partnership between home and school, for the time period June 11, 2009 through June 30, 2010, in an amount not to exceed \$30,000.00. (Funding source: n/a)
- 06-25-09-28** To approve adoption of the FY 2008 / 2009 SLPS Assessment Calendar for the time period FY 09-10, at no cost to the district.
- 06-25-09-29** To approve acceptance of 1003 NCLB Grand School Improvement Funds and authorize execution related to academic and accountability transactions for the time period FY 2009-2010, at no cost to the district.
- 06-25-09-30** to approve a contract with ACE Learning Centers to develop alternative programs for the time period September 1, 2009 through June 30, 2010, in an amount not to exceed \$2,080,000.00. (Funding source: 110-2325-802-00-110-6319)

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

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27160

Between

Dell Marketing L.P.

[hereinafter "Contractor"]

and

State of Missouri

[hereinafter "Participating State"]

State of Missouri/ Contract # B27160

Page 1 of 5

1. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota by the State of Missouri for use by political subdivisions of the State of Missouri. Agencies governed by chapter 34 RSMo are specifically prohibited from using this agreement unless specifically authorized by the Director of Purchasing and Materials Management for the State of Missouri.

2. Participation

Use of specific WSCA/NASPO cooperative contract shall be governed by the scope as approved by the Director of Purchasing and Materials Management for the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the Director of Purchasing and Materials Management for the State of Missouri.

3. Changes:

No changes are required.

4. Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda for the WSCA/NASPO PC Contracts 2004-2009 are hereby extended to include participation in the WSCA/NASPO PC Contracts 2009-2014.

The authorization to participate in the WSCA/NASPO PC Contracts 2004-2009 is sufficient to permit participation in the WSCA/NASPO PC Contracts 2009-2014.

5. Lease Agreements

The political subdivisions of the State of Missouri are approved to utilize the lease agreement for equipment with no changes to the terms and conditions. Agencies governed by chapter 34 RSMo are specifically prohibited from using this lease agreement unless specifically authorized by the Director of Purchasing and Materials Management for the State of Missouri.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES
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6. Primary Contacts

The primary government **contact individuals for this Addendum** are as follows (or their named successors):

Master Agreement Contacts

Lead State:

Name: Bernadette Kopischke
Address: 112 Admin Bldg, St Paul, MN 55155
Telephone: (651) 201-2450
Fax: (651) 297-3996
E-mail: bernie.kopischke@state.mn.us

Contractor Lead:

Name: Stephanie D. Shipp
Address: One Dell Way, Mail Stop 8708, Round Rock, TX 78682
Telephone: (512) 728-7894
Fax: (512) 283-9092
E-mail: Stephanie_Shipp@dell.com

Participating Addendum Contacts

Participating State:

Name: Brent Dixon
Address: P.O. Box 809, Jefferson City, MO 65102
Telephone: 573/751-4903
Fax: 573/526-9818
E-mail: brent.dixon@oa.mo.gov

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

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State of Missouri/ Contract # B27160

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Contractor State Contract Manager:

Name: Ashleigh Lane

Address: One Dell Way, Mail Stop 8708, Round Rock, TX 78682

Telephone: 512-723-1033

Fax: (512) 283-9092

E-mail: Ashleigh_Lane@dell.com

7. Servicing Subcontractors:

Dell may engage third party service providers to perform various services and has several authorized Dell Service Providers (DSPs). DSPs will not accept orders or payments.

Dell wishes to identify **Servicing Subcontractor(s)** ("**WSCA Agent**") to market Dell's Products and Services, as identified on Dell's Products & Services Schedule ("PSS"), on behalf of Dell. The Participating Entity may utilize WSCA Agents pursuant to the Dell defined WSCA Agent program as defined in a separate written Agreement between Dell and WSCA Agent.

WSCA Agents authorized within the State will have their names identified on the State's respective www.Dell.com/naspowsca Dell state store page.

Placement of Orders and shipment of Order directly from Dell will remain unchanged in the PA. All orders and payments are to be issued directly to: **Dell Marketing L.P.**

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: [insert appropriate number]; and the Master Price Agreement Number B27160

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If Dell is notified by ordering entity that a specific purchase order is being made with ARRA funds, Dell agrees to assist the ordering entity with their requirement to comply with the data element and reporting as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing Dell at the time of purchase order placement that ARRA funds are being used. Dell will include the tracking data, if provided by ordering entity, as an element within the utilization report, as per Article 44 of the MPA. Dell, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

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State of Missouri/ Contract # B27160

Page 4 of 5

9. Services:

The terms of the Agreement shall apply each time Customer engages Dell to provide services.

All services provided will be described in one or more of the following:

- (i) "Service Descriptions" used to describe any services purchased by an entity;
- (ii) any mutually agreed upon "Statement of Work" ("SOW") executed by the parties; or
- (iii) any "Technical Specification Form" approved by the parties

10. Evaluation Equipment:

Dell, by mutual agreement with the Participating Entity, wishes to allow the use of equipment for the purposes of evaluation prior to purchase. Purchases of the equipment shall comply with the terms of the Master Purchase Agreement and participating addendum.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

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State of Missouri/ Contract # B27160

Page 5 of 5

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Signatures as required by State Statutes, Rules or Policies



Director

State of Missouri, Division of Purchasing & Material Management

James Miluski
Printed Name

8/17/09
Date

Dell Marketing, L.P.

Ashleigh Lane
Printed Name

August 18, 2009
Date

**SAINT LOUIS PUBLIC SCHOOLS****Date:** November 24, 2009**To:** Dr. Kelvin R. Adams, Superintendent**From:** Dr. Carlinda Purcell, Dep. Supt., Academics**VENDOR SELECTION METHOD:**

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

Previous Bd. Res. #:

Agenda Item: 12-17-09-07
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

Approve the purchase of technology equipment/supplies from World Wide Technology (State Contract with Dell, Inc.) in conjunction with the Innovative Technology Education Fund (ITEF) Grant awarded to Gateway Michael School for 2009/2010 school year. This project will enhance the curriculum for students by providing rigor and expanding differentiation strategies. The cost should not exceed \$15,744.

BACKGROUND:

This is a written request to fulfill the terms of the Innovative Technology Education Fund Grant (ITEF) at Gateway Michael School to purchase the following items through World Wide Technology: Optiplex 760 Desktop computers and Touch Screen monitors.

CSIP: Goal 2: Process Performance**Row:** 79**MSIP:** 7.2.3**FUNDING SOURCE:** (ex: 110 Fund Type – 2218 Function– 6411 Object Code - 111 Location Code – 00 Project Code)

Fund Source: 730-1111-6443-552-RZ	Non-GOB	Requisition #:
Amount: \$ 15,744		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$15,744.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600005444

Department: Gateway Michael School**Requestor:** Petra Baker

 Dr. Carlinda Purcell, Dep. Supt., Academics


 Angela Banks, Interim Budget Director


 Enos Moss, CFO/Treasurer


 Dr. Kelvin R. Adams, Superintendent

CONFIGURATION REQUIREMENTS WORKSHEETS

Notebook - Business User

Pricing Effective: October 1, 2009 Through December 31, 2009

Quote Number: 509472166	509475035	509475035	509475035
Brand/Model: Latitude E4300	Latitude E5400	Latitude E5400	Latitude E5400
Base Price: \$1,224.00	\$748.00	\$775.00	\$775.00
Windows 7 W7PXD3E	W7PXD3E	W7PXD3E	W7PXD3E
Is your pricing available to cooperative entities?			
Laptop Display Resolution: The manufacturer should indicate the laptop display's optimized resolution.	13" Display	14" Display	15" Display
Minimum System Specifications/Requirements:	WXGA (1280 x 800) LED Display	WXGA (1280x800)	WXGA (1280x800)
General: Corporate Class PC with 12-month image stability proposed.	Manufacturer should indicate model number(s) and provide a description.		
CPU: Intel Core 2 Duo - Manufacturer must indicate the CPU proposed.	Intel Core 2 Duo SP9400, 2.40GHz, 1066MHz 6M	Intel Core 2 Duo T7250, 2.00GHz, 2M L2 Cache, 800MHz FSB	Intel Core 2 Duo T6670, 2.2GHz, 800MHz FSB, 2M L2 Cache
Hard Disk: 60GB, 5400RPM	80GB Hard Drive 9.5MM, 5400RPM	80GB Hard Drive 9.5MM, 5400RPM	160 GB Hard Drive 9.5MM, 5400RPM
Memory: 2GB	2.0GB DDR3-1066MHz, 1 DIM	2.0GB, DDR3-1066 SDRAM, 2 DIMM	2.0GB, DDR3-866 SDRAM, 1 DIMM
Integrated Mouse: (touchpad, ball, or trackpoint)	Touchpad and Trackpoint	Touchpad	Touchpad
Sound Card: Integrated	Integrated	Integrated	Integrated
Video Card: Integrated	Intel Graphics Media Accelerator 4500MHD	Intel Graphics Media Accelerator 4500MHD	Intel Graphics Media Accelerator 4500MHD
Integrated Ethernet Support: (RJ-45) 10/100/1000 Ethernet with Wi-Fi on LAN	10/100/1000 NIC WOL	10/100/1000 NIC WOL	10/100/1000 NIC WOL
Modem: V.92 56K Integrated	USB MODEM	INTEGRATED	USB MODEM
Optical Drive: DVD/CD-ROM	DVD-RW	8X DVD+/-RW	8X DVD+/-RW
Minimum of 2 USB 2.0 ports	2 USB 2.0 Ports	4 USB 2.0 Ports	6 USB 2.0 Ports
Replicator port	Port for Port Replicator	Port for Port Replicator	Port for Port Replicator
Video Out port	VGA	VGA, S-Video	VGA
Integrated Wireless Solution 802.11 b/g	Deell 1397 WLAN (802.11a/g) mini Card Latitude 6 Cell Battery	Deell 1397 WLAN (802.11a/g) mini Card Latitude 6 Cell Battery	Deell Wireless 1395 802.11g 6 Cell Battery
Standard Battery			
Operating System: Microsoft Windows Vista Business, current service pack, with media and the ability to load Microsoft Windows XP. It is highly desirable for Microsoft Windows XP with the current service pack be installed on the device before delivery to the state agency.	Windows XP PRO SP3 with Windows Vista Business License	Windows XP PRO SP3 with Windows Vista Business License	Windows XP PRO SP3 with Windows Vista Business License
System Warranty: 3 years, On-site, Next Business day, parts and labor			
Battery Warranty: 1 year	YES	YES	YES
Delivery: Delivery shall be F.O.B. Destination to a secure inside location and included in the base price.			
Energy Star 4	YES	YES	YES
Upgrades: Must be purchased at the same time as the device			
Upgrade to LED Display			
Upgrade to Microsoft Windows Vista Ultimate	Model Number/Description	Model Number/Description	Model Number/Description
Upgrade to Microsoft Windows Vista 64-bit (necessary for devices with memory above 4GBs)	XP33UDE(XP) or VU31E(Vista)	XP33UDE(XP) or VU31E(Vista)	XP33UDE(XP) or VU31E(Vista)
	\$65.00	\$65.00	\$65.00
Additional 1GB RAM Memory	VB61E	VB61E	NA
Upgrade to 120GB Hard Drive - Indicate Speed	4G2 (6000RPM)	4G2D8	3GB2D
	\$20.00	\$20.00	\$15.00
Upgrade to 160GB Hard Drive - Indicate Speed	160GS4	160GS4	160GS4K - 5400RPM
Upgrade to 250GB Hard Drive - Indicate Speed	250G72	250G72	na
Upgrade Optical Drive to CD-RW	INCLUDED	INCLUDED	INCLUDED
Upgrade Optical Drive to DVD/CD-RW	INCLUDED	INCLUDED	INCLUDED
Upgrade Optical Drive to DVD-RW	INCLUDED	INCLUDED	INCLUDED
Upgrade Optical Drive to BluRay Reader	NA	na	na
Upgrade Optical Drive to BluRay Reader/Writer	NA	BRAY	BRMBRP
Upgrade to 802.11n WAN	DW1510	DW1510	DW1510
Battery Upgrade	INCLUDED	9C	8CELL
Biometric Fingerprint Reader	FRDR	FRTPAD	FRPRDR
Embedded TPM security chip	INCLUDED	INCLUDED	INCLUDED
Dual DVI video card	NA	NA	na
Intel ContinuumPro Processor Technology	INCLUDED	INCLUDED	INCLUDED
Bluetooth 2.0	BT365	BT370	IN355X
	\$10.00	\$7.00	\$10.00

Backlit Keyboard	ENGBL	\$20.00	ENGBL	\$18.00	NA	NA	\$
LED Nightlight	INCLUDED	\$0.00	INCLUDED	\$0.00	NA	NA	\$
Integrated Webcam	CAM	\$15.00	CAMMIC	\$10.00	NA	LCDCDSW	\$20.00
Integrated Microphone	INCLUDED	\$0.00	INCLUDED	\$0.00	Na	LCDCDSW	\$20.00
Asset Tagging with Electronic Inventory Reporting, (1st leg)	366-1000	\$10.00	366-1000	\$8.00	366-1000	366-1000	\$10.00
Asset Tagging with Electronic Inventory Reporting (each additional tag)	366-1000	\$8.00	366-1000	\$8.00	366-1000	366-1000	\$8.00
Image Load / Management	366-1227	\$25.00	366-1227	\$25.00	366-1227	366-1227	\$25.00
No hard drive return (in compliance with HIPAA)	KYHD3Y	\$7.40	KYHD3Y	\$7.40	KYHD3Y	KYHD3Y	\$7.40
Delivery to a secure agency location with pallet removal of pallet sized orders		\$		\$			\$
Options: Do not have to be purchased at the same time as the device, but may only be purchased for devices obtained through the bulk buy.							
USB - 1.44 MB 3.5" Floppy Drive	Model Number/Description	Price	Model Number/Description	Price	Model Number/Description	Price	Price
Port Replicator	341-2545	\$20.00	341-2545	\$20.00	341-2545	\$20.00	\$20.00
Docking Station	430-3113 E port Simple	\$83.00	430-3113 E port Simple	\$83.00	430-3113 E port Simple	\$83.00	\$130.00
Monitor Stand	430-3114 E port Plus	\$95.00	430-3114 E port Plus	\$95.00	430-3114 E port Plus	\$95.00	\$130.00
Additional Battery	330-0875	\$65.00	330-0875	\$65.00	330-0875	\$65.00	\$65.00
Carrying Case - Nylon	312-0823	\$55.00	312-0762	\$48.00	312-0762	\$48.00	\$55.00
HSDPA Internal Wireless Card: Up to 3G	330-1182	\$23.00	330-1182	\$23.00	330-1181	\$28.00	\$32.00
External Keyboard	430-3170	\$115.00	DW553A + 14WVG/ MUST BE O	\$140.00	DW553A + 15WVG (MUST BE O	\$140.00	\$
Optical Mouse	310-7995	\$9.00	310-7995	\$9.00	310-7995	\$9.00	\$9.00
Battery Slice	310-9603	\$8.00	310-9603	\$8.00	310-9603	\$8.00	\$8.00
	NA		NA		NA		\$
System Warranty Upgrades: System warranty upgrades must be purchased at the time of the purchase of the device							
Accidental Damage Protection	CCADS3	\$99.00	CCADS3	\$99.00	CCADS3	\$99.00	\$99.00
Additional One Year, On-Site, Next Business day, Parts and Labor Warranty	U4OS	\$55.00	U4OS	\$55.00	U4OS	\$55.00	\$55.00
Additional Two Years, On-Site, Next Business day, Parts and Labor Warranty	U5OS	\$75.00	U5OS	\$75.00	U5OS	\$75.00	\$75.00
Parts-Only Warranty (i.e. direct parts ordering)	900-8050 Warranty Parts Direct per Technician per year	\$208.00	900-8050 Warranty Parts Direct per Technician per year	\$208.00	900-8050 Warranty Parts Direct per Technician per year	\$208.00	\$208.00
3 years: Depot Warranty, parts and labor		\$		\$		\$	\$
Battery Warranty Upgrades: Battery warranty upgrades must be purchased at the time of the purchase of the device							
Additional One Year Battery Warranty	EXTBAT1	\$58.00	EXTBAT1	\$58.00	EXTBAT1	\$58.00	\$58.00
Additional Two Years Battery Warranty	EXTBAT2	\$60.00	EXTBAT2	\$60.00	EXTBAT2	\$60.00	\$60.00
Additional One Year Battery Slice Warranty	NA		NA		NA		\$
Additional Two Years Battery Slice Warranty	NA		NA		NA		\$
Hard Drive: The manufacturer should indicate the speed of all proposed hard drives.							



SAINT LOUIS PUBLIC SCHOOLS

Date: December 7, 2009

To: Dr. Kelvin R. Adams, Superintendent

From: Enos Moss, CFO/Treasurer

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 1-14-10-01
Information: ☐
Conference: ☐
Action: ☒

SUBJECT:

Montly Transaction Report for November 2009

BACKGROUND:

CSIP: Goal 2: Process Performance

Row: 73

MSIP: 8.5.1

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

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

Department:

Requestor:

Angela Banks

Enos Moss, CFO/Treasurer
Dr. Kelvin R. Adams, Superintendent

November 2009 Transactions

ST. LOUIS BOARD OF EDUCATION

MONTHLY BUDGET REPORT

ACTIVITY TYPES INCLUDED: KBUS KBUE KBRO KBNO

110 INCIDENTAL FUND1. SAP# 501642136

From:	110-2325	802-00-110	6149	\$72,807.78-
	110-2325	802-00-110	6231	\$5,569.80-
	110-2325	802-00-110	6261	\$2,038.62-
To:	110-2325	820-00-110	6149	\$72,807.78
	110-2325	820-00-110	6231	\$5,569.80
	110-2325	820-00-110	6261	\$2,038.62

Control No:

B-0492

Total Amount:

\$80,416.20

Text: Reallocated the remaining salary and fringes of Charles Simms to location 820, Centralized Budget.

2. SAP# 501642057

From:	110-2327	843-00-110	6411	\$1,000.00-
To:	110-2327	843-00-110	6383	\$1,000.00

Control No:

B-0428

Total Amount:

\$1,000.00

Text: Travel and professional development expenses for Dr. Cleopatra Figgures, Deputy Superintendent of Accountability, to attend the University of Missouri School Improvement Process Data Symposium Conference in Columbia, MO.

FROM 110 INCIDENTAL FUND TO 120 TEACHER'S FUND**1. SAP# 501642053**

From: 110-2522 820-00-110 6144 \$81,000.00-
 To: 120-2181 851-00-120 6144 \$81,000.00

Control No: B-0420

Total Amount: \$81,000.00

Text: Funds transferred for the cost of the Springboard to Learning sub-teachers pay for the 2009-2010FY.

2. SAP# 501642128

From: 110-2411 314-00-110 6363 \$765.60-
 To: 120-2411 314-00-120 6143 \$765.60

Control No: B-0473

Total Amount: \$765.60

Text: Reallocated budget for an extra service spreadsheet for CeAndre Perry, Continuing Sub. Teacher @ Fanning Middle School.

3. SAP#501641654

From: 110-1249 305-00-110 6411 \$765.60-
 To: 120-1211 305-55-120 6143 \$765.60

Control No: B-0336

Total Amount: \$765.60

Text: Funds transferred for Extra Service pay for Special Ed. Teachers @ AAA Busch.

230 TITLE I**1. SAP# 501642076**

From: 230-1254 814-A5-230 6411 \$9,994.00-
 230-1254 814-A5-230 6384 \$4,809.00-
 230-1254 814-A5-230 6143 \$58,330.00-
 230-1254 814-A5-230 6164 \$300.00-
 230-1254 814-A5-230 6231 \$4,000.00-

Continued:

230-1254	814-A5-230	6261	\$600.00-
230-1254	814-A5-230	6143	\$590.00-
230-1254	814-A5-230	6143	\$1,080.00-
230-1254	814-A5-230	6143	\$11,321.00-
230-1254	814-A5-230	6231	\$784.00-
230-1254	814-A5-230	6261	\$253.00-
230-1254	814-A5-230	6164	\$3,167.00-
230-1254	814-A5-230	6231	\$212.30-
230-1254	814-A5-230	6261	\$128.70-
230-1254	814-A5-230	6143	\$493.50-
230-1254	814-A5-230	6143	\$79.75-
230-1254	814-A5-230	6261	\$52.18-
230-1254	814-A5-230	6143	\$2,426.75-
230-1254	668-A5-230	6411	\$9,994.00
230-1254	668-A5-230	6383	\$4,809.00
230-1254	668-A5-230	6143	\$58,330.00
230-1254	668-A5-230	6164	\$300.00
230-1254	668-A5-230	6231	\$4,000.00
230-1254	668-A5-230	6261	\$600.00
230-1254	668-A5-230	6231	\$590.00
230-1254	668-A5-230	6261	\$1,080.00
230-1254	814-A3-230	6143	\$11,321.00
230-1254	814-A3-230	6231	\$784.00
230-1254	814-A3-230	6261	\$253.00
230-1254	814-A3-230	6143	\$3,167.00
230-1254	814-A3-230	6231	\$212.30
230-1254	814-A3-230	6261	\$128.70
230-1254	814-A3-230	6143	\$493.50
230-1254	814-A3-230	6231	\$79.75
230-1254	814-A3-230	6143	\$52.18

To:

Continued:

Control No: B-0423

Total Amount: \$98,621.18

Text: Transferred Title I D funds per DESE allocations.

2. SAP# 501642082

From:	230-1127	603-AM-230	6112	\$28,650.00-
	230-1127	603-AM-230	6112	\$1,000.00-
	230-1127	603-AM-230	6112	\$4,010.12-
	230-1127	603-AM-230	6112	\$21,339.88-
	230-1127	603-AM-230	6211	\$2,595.48-
	230-1127	603-AM-230	6231	\$2,015.78-
	230-1127	603-AM-230	6242	\$191.47-
	230-1127	603-AM-230	6243	\$42.54-
	230-1127	603-AM-230	624	\$11.18-
	230-1127	603-AM-230	6245	\$332.58-
	230-1127	603-AM-230	6246	\$107.09-
	230-1127	603-AM-230	6261	\$765.55-
To:	230-1127	603-AM-230	6113	\$28,650.00
	230-1127	603-AM-230	6124	\$1,000.00
	230-1127	603-AM-230	6241	\$4,010.12
	230-1127	603-AM-230	6371	\$21,339.88
	230-1127	603-AM-230	6371	\$2,595.48
	230-1127	603-AM-230	6371	\$2,015.78
	230-1127	603-AM-230	6371	\$191.47
	230-1127	603-AM-230	6371	\$42.54
	230-1127	603-AM-230	6371	\$11.18
	230-1127	603-AM-230	6371	\$332.58
	230-1127	603-AM-230	6371	\$107.09
	230-1127	603-AM-230	6371	\$765.55

814-A3-230 6143 \$2,426.75

Continued:

Control No: B-0443

Total Amount: \$61,061.67

Text: To adjust Title I Allocations per school plan @ Wilkinson Elementary for the 2009-2010 school year.

3. SAP# 501642087

From:	230-1127	580-AM-230	6112	\$44,000.00-
	230-1127	580-AM-230	6384	\$1,200.00-
	230-1127	580-AM-230	6143	\$2,500.00-
	230-1127	580-AM-230	6411	\$6,213.50-
	230-1127	580-AM-230	6411	\$954.22-
	230-1127	580-AM-230	6411	\$758.38-
	230-1127	580-AM-230	6411	\$277.58-
To:	230-1127	580-AM-230	6113	\$44,000.00
	230-1127	580-AM-230	6113	\$1,200.00
	230-1127	580-AM-230	6113	\$2,500.00
	230-1127	580-AM-230	6113	\$6,213.50
	230-1127	580-AM-230	6211	\$954.22
	230-1127	580-AM-230	6231	\$758.38
	230-1127	580-AM-230	6261	\$277.58

Control No: B-0445

Total Amount: \$55,903.68

Text: To adjust Title I Allocations per school plan @ Shenandoah Elementary for the 2009-2010 school year.

4. SAP# 501642091

From:	230-1127	307-AM-230	6113	\$42,375.00-
	230-1127	307-AM-230	6113	\$29,377.00-
	230-1127	307-AM-230	6143	\$3,500.00-
	230-1127	307-AM-230	6211	\$2,893.54-
	230-1127	307-AM-230	6231	\$1,941.27-

Continued:

230-1127	307-AM-230	6261	\$710.53-
230-1127	307-AM-230	6384	\$3,100.00-
230-1127	307-AM-230	6411	\$5,556.51-
230-1127	307-AM-230	6112	\$42,375.00
230-1127	307-AM-230	6371	\$29,377.00
230-1127	307-AM-230	6371	\$3,500.00
230-1127	307-AM-230	6371	\$2,893.54
230-1127	307-AM-230	6371	\$1,941.27
230-1127	307-AM-230	6371	\$710.53
230-1127	307-AM-230	6371	\$3,100.00
230-1127	307-AM-230	6371	\$5,556.51

Control No:

B-0451

Total Amount:

\$89,453.85

Text:

To adjust Title I Allocations per school plan @ Carr Lane Middle School for the 2009-2010 school year.

5. SAP# 501642096

From:

230-1127	502-AM-230	6112	\$4,089.00-
230-1127	502-AM-230	6112	\$10,000.00-
230-1127	502-AM-230	6112	\$11,950.00-
230-1127	502-AM-230	6112	\$2,951.00-
230-1127	502-AM-230	6112	\$2,226.00-
230-1127	502-AM-230	6211	\$2,226.00-
230-1127	502-AM-230	6231	\$2,675.37-
230-1127	502-AM-230	6241	\$1,312.82-
230-1127	502-AM-230	6242	\$7,121.27-
230-1127	502-AM-230	6243	\$382.93-
230-1127	502-AM-230	6244	\$85.08-
230-1127	502-AM-230	6245	\$22.36-
230-1127	502-AM-230	6246	\$665.16-
230-1127	502-AM-230	6261	\$214.18-

Continued:

230-1127	502-AM-230	6261	\$480.51-
230-1127	502-AM-230	6113	\$4,089.00
230-1127	502-AM-230	6143	\$10,000.00
230-1127	502-AM-230	6371	\$11,950.00
230-1127	502-AM-230	6371	\$2,951.00
230-1127	502-AM-230	6371	\$2,226.00
230-1127	502-AM-230	6371	\$2,675.37
230-1127	502-AM-230	6371	\$1,312.82
230-1127	502-AM-230	6371	\$7,121.27
230-1127	502-AM-230	6371	\$382.93
230-1127	502-AM-230	6371	\$85.08
230-1127	502-AM-230	6371	\$22.36
230-1127	502-AM-230	6371	\$665.16
230-1127	502-AM-230	6371	\$214.18
230-1127	502-AM-230	6371	\$480.51

Control No:

B-0453

Total Amount:

\$44,175.68

Text:

To adjust Title I Allocations for Jefferson Elementary School for the 2009-2010 School year.

6. SAP# 501642099

From:

230-1127	488-AM-230	6112	\$39,397.00-
230-1127	488-AM-230	6112	\$15,603.00-
230-1127	488-AM-230	6143	\$3,000.00-
230-1127	488-AM-230	6384	\$1,087.00-
230-1127	488-AM-230	6384	\$413.00-
230-1127	488-AM-230	6411	\$402.57-
230-1127	488-AM-230	6411	\$465.66-
230-1127	488-AM-230	6411	\$3,696.96-
230-1127	488-AM-230	6411	\$191.47-
230-1127	488-AM-230	6411	\$42.54-

Continued:

230-1127	488-AM-230	6411	\$11.18-
230-1127	488-AM-230	6411	\$332.58-
230-1127	488-AM-230	6411	\$107.09-
230-1127	488-AM-230	6411	\$618.44-
230-1127	488-AM-230	6371	\$5,550.89-
230-1127	488-AM-230	6113	\$39,397.00
230-1127	488-AM-230	6124	\$15,603.00
230-1127	488-AM-230	6124	\$3,000.00
230-1127	488-AM-230	6124	\$1,087.00
230-1127	488-AM-230	6371	\$413.00
230-1127	488-AM-230	6211	\$402.57
230-1127	488-AM-230	6231	\$465.66
230-1127	488-AM-230	6241	\$3,696.96
230-1127	488-AM-230	6242	\$191.47
230-1127	488-AM-230	6243	\$42.54
230-1127	488-AM-230	6244	\$11.18
230-1127	488-AM-230	6245	\$332.58
230-1127	488-AM-230	6246	\$107.09
230-1127	488-AM-230	6261	\$618.44
230-1127	488-AM-230	6371	\$5,550.89

Control No: B-0454

Total Amount: \$70,919.38

Text: To adjust Title I Allocations per school plan @ Henry Elementary for the 2009-2010 school year.

7. SAP# 501642100

From:	230-1177	193-AD-230	6113	\$55,000.00-
	230-1177	193-AD-230	6411	\$508.00-
	230-1177	193-AD-230	6384	\$1,468.00-
	230-1177	193-AD-230	6411	\$50.04-
	230-1177	193-AD-230	6411	\$38.86-

Continued:

230-1177	193-AD-230	6411	\$7,393.91-
230-1177	193-AD-230	6411	\$382.93-
230-1177	193-AD-230	6411	\$85.08-
230-1177	193-AD-230	6411	\$22.36-
230-1177	193-AD-230	6411	\$665.16-
230-1177	193-AD-230	6411	\$214.18-
230-1177	193-AD-230	6411	\$14.22-
230-1177	193-AD-230	6411	\$5,097.51-
230-1177	193-AD-230	6124	\$55,000.00
230-1177	193-AD-230	6124	\$508.00
230-1177	193-AD-230	6371	\$1,468.00
230-1177	193-AD-230	6211	\$50.04
230-1177	193-AD-230	6231	\$38.86
230-1177	193-AD-230	6241	\$7,393.91
230-1177	193-AD-230	6242	\$382.93
230-1177	193-AD-230	6243	\$85.08
230-1177	193-AD-230	6244	\$22.36
230-1177	193-AD-230	6245	\$665.16
230-1177	193-AD-230	6246	\$214.18
230-1177	193-AD-230	6261	\$14.22
230-1177	193-AD-230	6371	\$5,097.51

Control No: B-0455

Total Amount: \$71,992.25

Text: To adjust Title I Allocations per school plan @ Carnahan School of the Future for the 2009-2010 school year.

8. SAP# 501642101

From:	230-1127	814-AM-230	6411	\$3,500.00-
	230-1127	324-AM-230	6113	\$35,500.00-
	230-1127	324-AM-230	6113	\$7,393.91-
	230-1127	324-AM-230	6113	\$382.94-

230-1127	324-AM-230	6113	\$85.08-
230-1127	324-AM-230	6113	\$22.36-
230-1127	324-AM-230	6113	\$665.16-
230-1127	324-AM-230	6113	\$214.18-
230-1127	324-AM-230	6113	\$25,562.00-
230-1127	324-AM-230	6113	\$174.37-
230-1127	324-AM-230	6211	\$535.65-
230-1127	324-AM-230	6231	\$414.02-
230-1127	324-AM-230	6261	\$152.26-
230-1127	324-AM-230	6319	\$1,500.00-
230-1127	324-AM-230	6364	\$1,000.00-
230-1127	324-AM-230	6384	\$2,500.00-
230-1127	324-AM-230	6411	\$4,056.32-
230-1127	324-AM-230	6112	\$3,500.00
230-1127	324-AM-230	6112	\$35,500.00
230-1127	324-AM-230	6241	\$7,393.91
230-1127	324-AM-230	6242	\$382.94
230-1127	324-AM-230	6243	\$85.08
230-1127	324-AM-230	6244	\$22.36
230-1127	324-AM-230	6245	\$665.16
230-1127	324-AM-230	6246	\$214.18
230-1127	324-AM-230	6124	\$25,562.00
230-1127	324-AM-230	6371	\$174.37
230-1127	324-AM-230	6371	\$535.65
230-1127	324-AM-230	6371	\$414.02
230-1127	324-AM-230	6371	\$152.26
230-1127	324-AM-230	6371	\$1,500.00
230-1127	324-AM-230	6371	\$1,000.00
230-1127	324-AM-230	6371	\$2,500.00
230-1127	324-AM-230	6371	\$4,056.32

To:

Continued:

Control No: B-0456

Total Amount: \$85,035.33

Text: To adjust Title I Allocations per school plan @ Langston Elementary school for the 2009-2010 school year.

9. SAP# 501642102

From:	230-1127	339-AM-230	6143	\$19,600.00-
	230-1127	339-AM-230	6319	\$9,400.00-
	230-1127	339-AM-230	6319	\$2,856.50-
	230-1127	339-AM-230	6319	\$403.50-
	230-1127	339-AM-230	6441	\$2,000.00-
	230-1127	339-AM-230	6411	\$5,361.91-
	230-1127	339-AM-230	6411	\$382.93-
	230-1127	339-AM-230	6411	\$85.08-
	230-1127	339-AM-230	6411	\$22.36-
	230-1127	339-AM-230	6411	\$665.16-
	230-1127	339-AM-230	6411	\$214.18-
	230-1127	339-AM-230	6363	\$500.00-
	230-1127	339-AM-230	6384	\$9,616.07-
To:	230-1127	339-AM-230	6112	\$19,600.00
	230-1127	339-AM-230	6112	\$9,400.00
	230-1127	339-AM-230	6211	\$2,856.50
	230-1127	339-AM-230	6231	\$403.50
	230-1127	339-AM-230	6241	\$2,000.00
	230-1127	339-AM-230	6241	\$5,361.91
	230-1127	339-AM-230	6242	\$382.93
	230-1127	339-AM-230	6243	\$85.08
	230-1127	339-AM-230	6244	\$22.36
	230-1127	339-AM-230	6245	\$665.16
	230-1127	339-AM-230	6246	\$214.18

Continued:

230-1127	339-AM-230	6371	\$500.00
230-1127	339-AM-230	6371	\$9,616.07
Control No: B-0457			
Total Amount:			\$66,479.64
Text: To adjust Title I Allocations per school plan @ Compton-Drew Middle for the 2009-2010 school year.			

620 TITLE VI

1. SAP# 501642067

From:	620-3411	838-JI-620	6319	\$5,000.00-
To:	620-3411	838-JI-620	6383	\$5,000.00
Control No: B-0424				
Total Amount:				\$5,000.00
Text: Travel and professional development expenses for Nahed Chapman, ESOL Supervisor, Maria Childress, Donnie Harris and Galina Reznikov to attend the Migrant English Language/Mell Conference November 19-20, 2009 in Kansas City, MO.				

2. SAP# 501642079

From:	620-2661	829-T1-620	6125	\$44,021.00-
	620-2661	829-T1-620	6211	\$4,336.07-
	620-2661	829-T1-620	6231	\$3,367.61-
	620-2661	829-T1-620	6241	\$7,393.91-
	620-2661	829-T1-620	6242	\$382.93-
	620-2661	829-T1-620	6243	\$85.08-
	620-2661	829-T1-620	6244	\$22.36-
	620-2661	829-T1-620	6245	\$665.16-
	620-2661	829-T1-620	6246	\$214.18-
	620-2661	829-T1-620	6261	\$1,232.59-
	620-3411	838-JI-620	6371	\$44,021.00
	620-3411	838-JI-620	6371	\$4,336.07
To:	620-3411	838-JI-620	6371	\$3,367.61

620-3411	838-JI-620	6371	\$7,393.91
620-3411	838-JI-620	6371	\$382.93
620-3411	838-JI-620	6371	\$85.08
620-3411	838-JI-620	6371	\$22.36
620-3411	838-JI-620	6371	\$665.16
620-3411	838-JI-620	6371	\$214.18
620-3411	838-JI-620	6371	\$1,232.59

Control No: B-0438

Total Amount: \$61,720.89

Text: To adjust Title III and Title IV Funds per DESE for the 2009-2010FY.

3. SAP# 501642080

From:	620-2214	814-T2-620	6113	\$54,329.00-
	620-2214	814-T2-620	6211	\$3,411.94-
	620-2214	814-T2-620	6231	\$354.88-
	620-2214	814-T2-620	6241	\$7,393.91-
	620-2214	814-T2-620	6242	\$382.93-
	620-2214	814-T2-620	6243	\$85.08-
	620-2214	814-T2-620	6244	\$22.36-
	620-2214	814-T2-620	6245	\$665.16-
	620-2214	814-T2-620	6246	\$214.18-
	620-2214	814-T2-620	6261	\$129.89-
	620-2214	814-T2-620	6312	\$2,500.00-
	620-2214	814-T2-620	6363	\$1,900.00-
	620-2214	814-T2-620	6364	\$1,750.00-
	620-2214	814-T2-620	6411	\$6.18-
To:	620-2214	859-YJ-620	6312	\$54,329.00
	620-2214	859-YJ-620	6312	\$3,411.94
	620-2214	859-YJ-620	6312	\$354.88
	620-2214	859-YJ-620	6312	\$7,393.91
	620-2214	859-YJ-620	6312	\$382.93
	620-2214	859-YJ-620	6312	\$85.08
	620-2214	859-YJ-620	6312	\$22.36

Continued:

620-2214	859-YJ-620	6312	\$665.16
620-2214	859-YJ-620	6312	\$214.18
620-2214	859-YJ-620	6312	\$129.89
620-2214	859-YJ-620	6312	\$2,500.00
620-2214	859-YJ-620	6312	\$1,900.00
620-2214	859-YJ-620	6312	\$1,750.00
620-2214	859-YJ-620	6312	\$6.18

Control No: B-0441

Total Amount: \$73,145.51

Text: To adjust Title II A for Non Public per DESE Allocations for the 2009-2010FY.

730 FOUNDATIONS & CONTRIBUTIONS

1. SAP# 501641945

To: 730-1663 827-L2-730 6384 \$838.20

Control No: B-0347

Total Amount: \$838.20

Text: Appropriated funds received from Oasis Tutoring in support of Community Education.

2. SAP# 501642113

To: 730-1422 833-PJ-730 6319 \$1,000.00

Control No: B-0435

Total Amount: \$1,000.00

Text: Travel and professional development expenses for Sam Dunlap, Athletic Director, to attend the National Athletic Administrators Conference and the State Athletic Administrators Conference during the 2009-2010 school year.

739 FOUNDATIONS & CONTRIBUTIONS

1. SAP# 501642088

To: 739-2331 825-FM-739 6384 \$9,083.17

Control No: B-0447

Total Amount: \$9,083.17

Text: Appropriated funds received from the Wallace Reader's Digest in support of the Leadership Development.



SAINT LOUIS PUBLIC SCHOOLS

Date: December 1, 2009

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 1-14-10-02
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve a Sole Source contract with Just Us Tennis for providing students tennis lessons for eight weeks beginning January 6, 2010 through May 30, 2010, at a cost not to exceed \$5,760.00.

BACKGROUND:

The program exposes children to tennis while enhancing the educational components of existing programs. Tennis develops nurturing and the concept of a healthy lifestyle choice with community mentors.

The cost for services will be split among three funding sources with the total combined cost of service not exceeding \$5,760.00:

*290-2218-6319-847-Q1

*290-2218-6319-847-QV

*290-2218-6319-847-RQ

CSIP: Goal 2: Process Performance

Row: 21

MSIP: 6.3.3

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

Fund Source: 290-2218-6319-847-Q1	Non-GOB	Requisition #: 10116143
Amount: \$1,920.00		
Fund Source: 290-2218-6319-847-QV	Non-GOB	Requisition #: 10116142
Amount: \$1,920.00		
Fund Source: 290-2218-6319-847-RQ	Non-GOB	Requisition #: 10116141
Amount: \$1,920.00		
Cost not to Exceed: \$5,760.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600013383


Department: Community Education

Requestor: Judith King


Dr. Carlinda Purcell, Dep. Supt., Academics

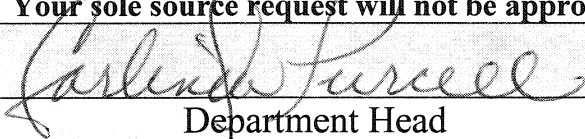

Angela Banks, Interim Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Judith King	Date: December 3, 2009
Department / School: Community Education	Phone Number: 314-345-4409
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
Unique services providing students an opportunity learn to play tennis.	
Vendor Name: Just Us Tennis Foundation	Email:
Vendor Contact: Joseph B. Clark	Phone Number 314-757-0613
Justification Information	
1. Why the uniquely specified goods are required?	
Program uniquely designed to fit our after school program request. Program works with students to provide tennis lessons and expose students to the sport through hands on experiences.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Program designed to work with students in diverse communities	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
Just us tennis has provided excellent services to students in the past. Organization also offers in kind hours to schools	
4. List the Names of other Vendors contacted & Price Quotes:	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
	12/4/09-
Department Head	Date
CFO	Date
Superintendent	Date

CONSULTANT SERVICE AGREEMENT
BETWEEN
Special Administrative Board of the
Transitional School District of the City of St. Louis
AND
Joe Clark – Just Us Tennis

THIS CONSULTANT AGREEMENT (“Agreement”) is made and entered into as of the 16th day of January 2010 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter “SLPS,” “the District,” or “SAB”), a school district organized and existing under the laws of the state of Missouri and Joseph W.B. Clark (hereinafter “Consultant”). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 84-1692562

Address: 6049 W. Cabanne Avenue

Contact Person: Joseph W.B. Clark

Telephone Number: 314-757-0613

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

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

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

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

1. **TERM:** The Consultant shall commence performance of this Agreement on the 16th **Day of January, 2010**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30 Day of May 2010**.
2. **SCOPE OF SERVICES:** The Consultant shall provide services described more fully in Attachment “A” Scope of Services attached hereto, incorporated herein, and made a part of this Agreement (“Scope of Services” or “Services”).
3. **PERFORMANCE:** The Consultant agrees to perform the Services set forth herein in Attachment “A” in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of Consultant’s work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Consultant of this responsibility

Consultant's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Consultant of this responsibility

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of \$ 5760.00 upon full completion of services outlined in the scope of services.

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

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

5. **SUB-CONTRACTING:** The Consultant may not, without the approval of the District, subcontract any rights, responsibilities or obligations under this Agreement. Any subcontract without the express written consent of the District shall render the Agreement void at the election of the District.
6. **PERSONNEL:** The Consultant has the authority to secure at its own expense, all necessary personnel required to perform the services under this Agreement.
7. **SUBCONTRACTS:** The Consultant may not subcontract any portion of the services hereunder without the District's prior written consent. If a subcontractor is agreed to, the Consultant agrees that it will contract with the subcontractor under a separate written agreement, which shall contain a specific provision that said subcontractor shall be bound by the applicable terms and conditions of this Agreement. The Consultant shall be solely responsible to pay any subcontractors it utilizes under this Agreement and the Consultant understands that the District shall have no liability whatsoever relating to such payment. The Consultant assures the District that the Consultant will be responsible for the acts or omissions of said subcontractor and agrees to be liable consistent with the terms of Article 14., to the extent that any acts or omissions of the subcontractor relate to the performance of the services under this Agreement.
8. **RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES**
- a. **Maintenance of Books and Records.** The Consultant will maintain complete and accurate books and records in accordance with recognized accounting practices and standards; such books and records will include, but not be limited to, records reflecting billing, payments, hours worked, and payroll. The Consultant understands that such records must be maintained for at least three (3) years after the termination or expiration of the Agreement. Upon receipt of written notice by the District, the Consultant shall allow the District access, during ordinary business hours, to the books and records relating to the services hereunder as may be reasonably required to verify services provided under this Agreement.

- b. **Right of Audit.** During the term of this Agreement and for three (3) years after its termination or expiration, the District shall have the right to conduct an audit, at its expense, of the relevant books and records during ordinary business hours to inspect, audit, and copy the books and records. In the event that any audit reveals, whether during the term of this Agreement or during the three (3) years subsequent to its termination or expiration, a discrepancy in the amount billed to the District and the amount paid by the District, the Consultant shall remit the excess amounts paid to the District within forty-five (45) days of notice of discrepancy. The District or its authorized representative will have the right to audit the Consultant's performance under this Agreement.
- c. **Evaluations of Services Performed.** The Consultant agrees to submit evaluations of the program or services performed under this Agreement to the District at the end of the term. The District will use the evaluations to determine the effectiveness of the program or services contracted for under the Agreement. The District will also use the evaluations to make planning and continuation of service decisions.

9. CONFIDENTIALITY

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

hereunder or by law. Finally, the Consultant covenants and agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act ("FERPA").

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

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

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

14. **TERMINATION**

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

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

- 15. **GOVERNING LAW – JURISDICTION** This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the City of St. Louis, Missouri. Any legal action relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the City of St. Louis, Missouri. The parties expressly agree that no action concerning this Agreement, or an alleged breach thereof, may be commenced anywhere but the City of St. Louis, Missouri.
- 16. **REPORTING** During the term of this Agreement, Consultant shall report to, and confer with, the District's **Judith King**, and/or her designee on regular basis, and as may be reasonably requested, concerning the Services performed by Consultant and issues related to the Services. Consultant also agrees to meet and confer with other District administrators, officers and employees as directed or as may be necessary or appropriate.
- 17. **E-VERIFICATION** Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify) as set out in **ATTACHMENT B**. Compliance with provision requires completion of **ATTACHMENT C**.
- 18. **ASSIGNMENT** This Agreement may not be assigned by Consultant without the prior written authorization of the District, which authorization the District may withhold in its sole discretion.
- 19. **ENTIRE AGREEMENT** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supercede all other agreements

between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.

20. **MODIFICATION** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties

21. **NOTICE** Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or via a nationally recognized overnight courier service and addressed:

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

To Consultant: Joseph W. B. Clark
6049 W. Cabanne Avenue
St. Louis, MO 63112
Legal Notice Enclosed

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

22. **WAIVER** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.

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

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

25. **COUNTERPARTS** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
26. **BINDING EFFECT** The Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.
- a. **Special Administrative Board Approval.** It may be necessary to obtain the approval of the Special Administrative Board (hereinafter "SAB" or "Board") for this Agreement. If so, the Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Consultant of the approval or disapproval of the SAB. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to approval by the SAB and performance of such services hereunder shall be at the sole risk and liability of the Consultant. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.
- b. **Executed Agreement.** This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. The Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such execution. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to the execution of this Agreement and performance of such services hereunder shall be at the sole risk and liability of the Consultant.
27. **RIGHTS CUMULATIVE** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies which such party may have, whether by present or future law or pursuant hereto, and each party shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or other remedy without thereby waiving or being barred or stopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.
28. **CONSULTANT REPRESENTATIONS** Consultant acknowledges and represents that (i) Consultant is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder (ii) the entering into this Agreement has been duly approved by the Consultant, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Consultant and to bind Consultant to the terms hereof, and (iv) Consultant will comply with all State, Federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Consultant also agrees to abide by all applicable District policies and regulations.

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

30. CONSULTANT'S PERSONNEL

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

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

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

31. **OWNERSHIP OF COMPLETED SERVICES** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Consultant Services under this Agreement shall vest in and are hereby assigned to the District. Except as provided in this Agreement, Consultant shall retain no right, ownership or title in the Services including all deliverables and all materials or information arising from this Agreement, or any related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product. Consultant acknowledges that any copyrightable works prepared by Consultant under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the District, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the District for whatever use it desires, and nothing contained herein shall be deemed to constitute a license or franchise in the District.
32. **INFRINGEMENT** Consultant warrants to the District that Consultant, in connection with performing the Services, will not infringe any patent, trademark, copyright, trade secrets, confidential information or any other proprietary right of any person. Consultant further represents and warrants to the District that neither Consultant or any company or

individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.

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

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

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

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

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

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

JOSEPH W.B. CLARK
6049 W. CABANNE
ST. LOUIS, MO 63112

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

By: _____

Title: Consultant

Date: _____

Tax I.D. No 84-1692562

By: _____

Title: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES

☒ Consultant Services

- a. Teach tennis by developing and nurturing the concept of tennis as a healthy lifestyle choice and to facilitate the delivery of resources for tennis development programs through partnerships in the Greater St. Louis Metropolitan, urban and minority communities.
- b. The primary goal of Just-Us-Tennis Foundation, Inc is to promote the exposure of the tennis to children and enhance educational components of existing programs for children in diverse communities.
- c. Provide two instructors for 1.5 hours per day, 2 days per week, @ \$20.00 per hour per instructor, total of \$120.00 per visit \$240.00 per week for 8 weeks total \$960.000 per site not to exceed \$5,760.00.
- d. Provide services to Cole, Hickey Ames, Henry, Ames, Elementary Schools and Carr Lane and Bunche Middle Schools.

☒ Insurance Coverage

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

PAYMENT SCHEDULE

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

CONTRACT COSTS AND EXPENSES **TO BE PAID BY DISTRICT**

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

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____

ATTACHMENT B

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

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

Accordingly, your company:

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

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

ATTACHMENT C

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

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

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 200____.

NOTARY PUBLIC

My commission expires:



SAINT LOUIS PUBLIC SCHOOLS

Date: December 8, 2009

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Agenda Item:
Information:
Conference:
Action:

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

1-14-10-03

SUBJECT:

To approve the MOU with the Missouri Botanical Garden to continue the ECO Act Environmental Leadership Program that is currently operating at Metro High School and Mullanphy Elementary. There is no cost to the District for this MOU and no fund raising has been requested.

The period is from June 16, 2009 - June 15, 2010.

BACKGROUND:

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	49			MSIP:	7.6.2
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FUNDING SOURCE: (Fund Type) - (Function) - (Object Code) - (Location Code) - (Project Code)

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

Department: Science Curriculum Supervisor

Requestor: Gwen Randolph

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

AB

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the Missouri Botanical Garden ("Agency") on this 16 day of June, 2009.

The purpose of this Memorandum of Understanding is to establish a partnership between Missouri Botanical Garden and the St. Louis Public Schools in order to continue the ECO ACT Environmental Leadership Program that is currently operating at Metro High School and Mullanphy Elementary School providing direct services to 16 high school students at Metro High School.

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

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

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

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

5. Obligations of SLPS:

(a) SLPS will continue to Partner with Missouri Botanical Garden at no costs to the district. SLPS will continue to allow the students to participate in all activities and training sessions provided by the Missouri Botanical Garden at no costs to the district.

(b) SLPS will review, reassess, and renew this MOU with the Missouri Botanical Garden annually (end of program year) and prior to any services provided to the district regarding ECO-ACT for upcoming school years (any years after 2009-2010).

(c) SLPS will allow students in the ECO-ACT program to participate in activities at the Missouri Botanical Garden and the Meramec River with the understanding that the Missouri Botanical Garden has provided the proper water safety training and other necessary safety precautions to students and teachers relating to required activities.

(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) The Missouri Botanical Garden will continue to provide services to students at Metro High School and Mullanphy Elementary school who are currently participating in programs that are currently in operation at the schools for the 2009-2010 school year.

(b) The Missouri Botanical Garden will incur all costs related to providing services through the ECO – ACT Environmental Leadership Program for 16 participants at Metro High School. The Missouri Botanical Garden agrees to waive the \$8000.00 Invoice # EDU0909090CB; Acct. # 3610-BOE02604-02T-000, dated 9/9/2009 billed to Metro High School.

(c) The Missouri Botanical Garden will ensure that student participants from Metro High School are able to receive the allotted community/service learning hours and science internship credit hours/grades which are associated with the successful participation of the program.

(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) Students will receive the required number of community/service learning hours to meet requirements for Missouri High School Graduation. _____

(b) Impact of Science, Technology and Human Activity (Missouri Content Standard Strand 8)

(c) Process Standard 1.10: apply acquired information and ideas to different contexts in the school, the work place and every day life/Process Standard 2.2; Revise Communications /
Process Standard 1.1 Develop Research Questions

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

Missouri Botanical Garden

By: Gwendolyn Randolph

Name: _____

Title: Secondary Science Supervisor

By: Meg Hoester

Name: _____

Title: Program Supervisor, Education



SAINT LOUIS PUBLIC SCHOOLS

Date: December 8, 2009

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Agenda Item:
Information:
Conference:
Action:

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

1-14-10-04

SUBJECT:

To approve a MOU with the St. Louis Office for Developmental Disabilities Resources to identify students with developmental disabilities and assist them in obtaining services. There is no cost to the District for this MOU and no fund raising has been requested.

The dates of services are January 15, 2010 - January 14, 2011.

BACKGROUND:

These services will be performed at Nottingham School.

CSIP: Goal # SLPS Goal #2 - Process and Performance Row # 49 MSIP: 7.6.2

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

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

Department: Community Education

Requestor:

John Windom

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the St. Louis Office for Developmental Disability Resources ("Agency") on this 15th day of January, 2010.

The purpose of this Memorandum of Understanding is to establish a partnership between D.D. Resources and the St. Louis Public Schools in order to identify students who have developmental disabilities and to assist them with obtaining services.

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) Identify and refer students who may qualify for services by DD Resources.

(b) Assist DD Resources in providing services to students.

(c) Provide adequate space and furnishings for DD Resources.

(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) To assist students and city residents identified with a developmental disability in obtaining needed services and programs such as Project CaseFind, Targeted Case Management, Educational Coach and Horizon Club.

(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) Nottingham CEFSS will identify a minimum of 8 SLPS students who may be in need of services provided by DD Resources.

(b) DD resources will serve a minimum of 8 students.

(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

(DD Resources)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



SAINT LOUIS PUBLIC SCHOOLS

Date: December 8, 2009

To: Dr. Kelvin R. Adams, Superintendent

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

VENDOR SELECTION METHOD:

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

Agenda Item: _____
 Information: _____
 Conference: _____
 Action: _____

☐ 1-14-10-05
☐
☒

SUBJECT:

To approve the MOU with the Logan College of Chiropractic to provide strength and conditioning training and other athletic services to sixth-grade after school students. There is no cost to the District for this MOU and no fund raising has been requested.

The period is from January 15, 2010 - January 14, 2011.

BACKGROUND:

These services will be performed at Busch AAA.

CSIP: Goal # SLPS Goal #2 - Process and Performance Row # 49 MSIP: 7.6.2

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

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

Department: Community Education

Requestor:

John Windom

Dr. Carlinda Purcell, Dep. Supt. - Academics

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the Logan University d/b/a Logan College of Chiropractic ("Agency") on this 15th day of January, 2010.

The purpose of this Memorandum of Understanding is to establish an educational partnership between Logan College of Chiropractic and the St. Louis Public Schools. SLPS and SLPS' Busch AAA Middle School ("School") desire to have the Agency provide strength and conditioning training and other athletic services ("Program") to sixth-grade, after-school students at the School under the direction and supervision of SLPS's Athletic Department. The Agency has a Master of Sports Science and Rehabilitation program and is desirous of cooperating with SLPS for the benefit of certain students enrolled at the Agency to afford such students the opportunity to have practical learning experiences as appropriate to their skill and training. See Exhibit A for a more detailed explanation of the program to be developed between SLPS, the School and the Agency.

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) SLPS/School shall provide approximately 30 sixth grade after-school students ("Student Participants") for which Agency will provide general fitness testing and conditioning ("Program").
- (b) SLPS agrees that, under the direction of SLPS's head athletic trainer, the Agency's students may participate as athletic assistants.
- (c) SLPS/School will designate a weekly contact person who will receive updates and provide appropriate feedback to the Agency's Graduate Assistant.
- (d) SLPS/School members will provide the Agency with a copy of School's policies. SLPS/School promises to contact Agency immediately upon any alleged breach of a School policy by the Agency and its personnel.
- (e) SLPS agrees to allow the Agency access to Student Participant's medical records and its gymnasium, weight training room and equipment storage at SLPS's School for the specific purposes of accomplishing Agency's responsibilities as described herein.
- (f) SLPS agrees to authorize Agency's personnel to operate under authority granted to SLPS by its athletes' through their parents/guardians' written informed consent and waiver.
- (g) SLPS agrees to provide Agency with a copy of each Student Participant's informed consent and waiver.
- (h) SLPS agrees to provide any insurance it requires to allow Student Participants to participate in after-school athletic programs.
- (i) The terms of the document titled Logan College of Chiropractic Department of Sports and Rehabilitation Presents: SLPS Busch AAA Middle School and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.

6. Obligations of Agency:

- (a) Agency agrees to provide personnel (at appropriate skill, training and education) to perform all of its obligations in accordance with professional standards, applicable laws, and in a manner consistent with those standards set forth by its accreditation agency.
- (b) Agency agrees to provide one graduate assistant (GA) student from its MS program for the purpose of testing, designing and implementing a strength and conditioning program at SLPS's School. Logan has the right to assign as many MS students to the GA in order to staff and accomplish its goals. The MS students will be assigned into athletic pods under the direction of the GA.
- (c) Under the immediate supervision of Agency's Program Director (or his designee) and at Agency's convenience, Agency agrees to provide SLPS's Athletic Department and SLPS's athletes access to Agency's training facilities and classrooms in Chesterfield, Missouri.
- (d) Agency agrees to provide any additional equipment and forms necessary for the testing and collection of athletic performance testing.
- (e) Logan College of Chiropractic Department of Sports and Rehabilitation Presents: SLPS Busch AAA Middle School and attached hereto as Exhibit A are also incorporated herein, except where specifically noted.
- (f) Upon SLPS's request and parental consent, Agency agrees to perform periodic pre-competition physical examinations and testing on a fee for service basis. Staffing such examinations and testing will be determined at Agency's discretion and include at least one Missouri licensed Doctor of Chiropractic. In performing such assessment, Agency agrees to provide the following prior to the first scheduled examination:
 - Privacy screens;
 - Physical examination equipment;
 - Consent forms; and,
 - Performance assessment kit.

For each physical performed by Agency, at SLPS's discretion it has the right to supervise and complete the exam. All physicals conducted by Agency personnel, in part or in its entirety, shall be copied and forwarded to Agency's Program Director for retention and storage.

- (g) The terms of the document titled Logan College of Chiropractic Department of Sports and Rehabilitation Presents: SLPS Busch AAA Middle School 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) L-star segmental testing which will be performed on the initial and at the end of each training phase or once per 3-4 weeks.

(b) SPARQ Youth All-Sport athletic assessment will be used at initial and ending dates of the program.

(c) Bobcat games. The data from the Bobcat games will be used as formative assessments to determine progress in between SPARQ assessments. These games will be held at the end of each training phase or once per 3-4 weeks.

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: December 8, 2009
To: Special Administrative Board
From: Dr. Kelvin R. Adams , Superintendent

VENDOR SELECTION METHOD:

- ☐ RFP/Bid
☐ Sole Source
☐ Contractual Renewal Previous Bd. Res. #: _____
☐ Sole Source
☐ Ratification

Agenda Item: 1-14-10-06
Information: _____
Conference: _____
Action: X

SUBJECT:

To approve a Memorandum of Understanding with the Department of Elementary and Secondary Education for participation in the Race to the Top Program. There is no cost to the District.

BACKGROUND:

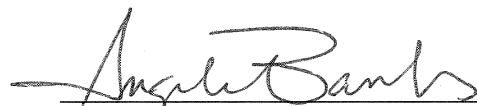
CSIP: _____ Row: _____ MSIP: _____

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

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

Department: Superintendent's Office

Requestor: Dr. Kelvin R. Adams



Angela Banks, Interim Budget Director



Enos Moss, CFO/Treasurer



Dr. Kelvin R. Adams, Superintendent

**Missouri Department of Elementary and Secondary Education
Race to the Top Proposal
Resolution for local Education Agencies
DRAFT**

WHEREAS, The Missouri Department of Elementary and Secondary Education (DESE) will apply to the U.S. Department of Education to secure funding under the Race to the Top Program; and

WHEREAS, The Race to the Top Program is designed to support comprehensive and innovative educational reforms in defined areas to significantly improve outcomes for all students; and

WHEREAS, The Race to the Top Program funding will be directed among other things to support local education agencies in developing and implementing these innovative reforms; and

WHEREAS, The reform strategies to be undertaken with Race to the Top Program funding align with the vision of educational excellence for all students held by this board and by the leadership of the district; and

WHEREAS, The Race to the Top Program application must be completed with speed and comprehensiveness; and

WHEREAS, This board may not meet during the period between the date of this Resolution and the due date of the proposal for funding; and

WHEREAS, This board wishes to participate with DESE in the Race to the Top Program; now, therefore, be it

RESOLVED, That the Special Administrative Board of the Transitional School District of the City of St. Louis authorizes Dr. Kelvin R. Adams, Superintendent of Schools to commit to activities upon review of the Special Administrative Board, pursuant to the Race to the Top Program, including but not limited to, the execution of a Memorandum of Understanding with DESE describing the Transitional School District's commitment and participation in the Race to the Top competition; and therefore be it further

RESOLVED, That the Superintendent will report to this board about actions taken pursuant to the foregoing paragraph at the earliest date practicable pursuant to the foregoing paragraph at the earliest date practicable

Missouri Department of Elementary and Secondary Education
Race to the Top Proposal Development
LEA Non-Binding Indicator of Participation

County/District Code: 115-115

The St. Louis Public School District School District is interested in participating with DESE in the Race to the Top proposal development and in implementing the innovations that will come out of it.

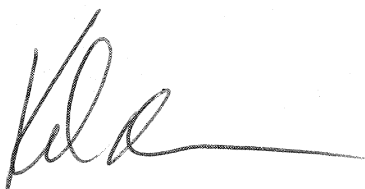
Our particular areas of interest are:

- 1) ☒ Universal (standards and assessments, and data to support instruction)
- 2) Selected:
- ☒ Teacher and leader quality
- ☒ Turning around struggling schools
- ☒ STEM
- ☐ Not sure at this time

I will be asking my board to vote on the resolution regarding the Memorandum of Understanding that I have received.

☒ Yes ☐ No

Kelvin R. Adams, Ph.D.
Superintendent



December 8, 2009
Date

kelvin.adams@slps.org
Email

(314) 345-2296
Phone

Please return this form via fax to **573-751-1179** or **573-751-8613** or via email to **robin.barbour@dese.mo.gov** by **December 9, 2009**. If you have any questions, contact your area supervisor of instruction or the Commissioner's Office at 573-751-3563 or email above address.

Thank you for your assistance.



SAINT LOUIS PUBLIC SCHOOLS

Date: December 8, 2009

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Cleopatra Figgures, Dep. Supt., Accountability

VENDOR SELECTION METHOD:

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

Previous Bd. Res. #:

Agenda Item: 1-14-10-07
 Information: ☐
 Conference: ☐
 Action: ☒

SUBJECT:

To approve the purchase of the Missouri Grade Level Expectation (GLE) test from CTB McGraw-Hill for tests grades 3-8 for the April 2010 administration at a cost not to exceed \$24,000.00

BACKGROUND:

The Missouri GLE assessments in communication arts, math and science are state-required. Results of these state assessments are needed for Adequate Yearly Progress (AYP) and Annual Performance Reporting (APR).

CSIP: Goal 1: Performance

Row:

MSIP: 8.1.1

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

Fund Source: 110-2822- 6412-984-00	GOB	Requisition #: 10116275
Amount: \$24,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$24,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600000498

Department: Accountability

Requestor: Cleopatra Figgures

Dr. Cleopatra Figgures, Dep. Supt., Accountability

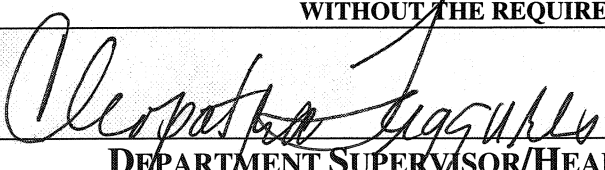
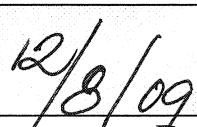
Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

REQUESTOR: Dr. Cleopatra Figgures		DATE: 12/8/09
DEPARTMENT / SCHOOL: Accountability, Assessment & Intervention		PHONE : 345-4556
DEFINITION: <i>Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc.)</i>		
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)		
Missouri Grade Level Expectation (GLE) Test		
VENDOR NAME: CTB McGraw-Hill		Email:
VENDOR CONTACT:		PHONE:
JUSTIFICATION INFORMATION		
1. Why the uniquely specified goods are required?		
The MAP test is a state-mandated test available only through the state selected vendor, CTB.		
2. Why good or services available from other vendors /competitors are not acceptable?		
See above		
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)		
I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.		
YOUR SOLE SOURCE REQUEST WILL NOT BE APPROVED WITHOUT THE REQUIRED SIGNATURES BELOW:		
 DEPARTMENT SUPERVISOR/HEAD		 DATE
CABINET LEVEL ADMINISTRATOR		DATE
CFO		DATE
SUPERINTENDENT		DATE




MEMORANDUM

DATE: November 2009
TO: District Test Coordinators
FROM: CTB/McGraw-Hill
SUBJECT: MAP Grade-Level Assessments Spring 2010 Online Enrollment

The purpose of this memorandum is to provide your user name and password for access to the CTB/McGraw-Hill Online Ordering system for the 2010 MAP Grade-Level Assessments administration. The Online Ordering system allows you to order test materials, receive immediate confirmation of order numbers submitted, make contact and address changes, and select your test material delivery window.

A Web browser (such as Microsoft Internet Explorer 5.5 or greater, Netscape 6.0 or greater, or Safari 1.2 or greater) will be used to interact with the CTB Online Enrollment Website. If your browser is not a supported version, the CTB Online Enrollment Website will direct you to a location where you can get a free updated browser. Please contact your local technology administrator prior to accessing the free browser upgrade.

You will need the user name and password for: **ST. LOUIS CITY 115115** listed below to access the online ordering application.

USERNAME:	PASSWORD:
115115_MAP2010	

IMPORTANT DATES

DATE	EVENT
11/30/09 – 12/11/09	ONLINE ENROLLMENT WINDOW URL: http://www.ctb.com/ Select the "Online Ordering" link.
1/22/10	PRE-CODE CERTIFY DUE DATE FOR THE MAP GRADE-LEVEL ASSESSMENTS URL: http://dese.mo.gov/MOSIS/precode.html
2/24/10	TEST COORDINATOR PACKAGES TO DISTRICTS
3/12/10	TEST MATERIALS TO DISTRICTS
3/29/10 – 4/23/10	TESTING WINDOW
4/26/10	DEADLINE TO CONTACT CTB FOR PICKUP OF TESTING MATERIALS
4/29/10	DEADLINE FOR TESTING MATERIALS TO BE PICKED UP BY CTB'S TRANSPORTATION VENDOR

ONLINE ENROLLMENT USER GUIDE

The User Guide will be posted at:

http://dese.mo.gov/divimprove/assess/grade_level_enrollment.html and is included in this packet. This guide will provide step-by-step instructions for logging into and using CTB's Online Enrollment system. **Please read the Online Enrollment User Guide thoroughly before you begin.**

IMPORTANT INFORMATION

The enrollment window is **November 30 through December 11**. During this two-week window, you have unlimited access to the website to complete or modify your enrollment numbers. After December 11, however, the website will be closed, and access will be denied.

The **price per student/per content area** for the Spring 2010 MAP is \$1.80 for the following content: Communication Arts Grades 3 and 7, Mathematics Grades 4 and 8, and Science Grades 5 and 8.

Communication Arts Grades 4, 5, 6, and 8 and Mathematics Grades 3, 5, 6, and 7 will be provided to districts at no cost. Please see the table below.

Grade Level	Mathematics	Communication Arts	Science	Total for Grade
3	No cost	\$1.80	No test at this level	\$1.80
4	\$1.80	No cost to district	No test at this level	\$1.80
5	No cost to district	No cost to district	\$1.80	\$1.80
6	No cost to district	No cost to district	No test at this level	No cost to district
7	No cost to district	\$1.80	No test at this level	\$1.80
8	\$1.80	No cost to district	\$1.80	\$3.60

You will enter the exact number of test books you will need for each grade/content area assessments. Estimates have been provided in the row labeled "Estimate" above the input box for each grade. These estimates are the quantities that were ordered in Spring 2009. If there are no estimated numbers, then no information was available. If you want to use these estimates please follow the instructions on page 7 of the "Online Enrollment District User Guide". Please remember that a test book overage of 5% will be added automatically to every school order to accommodate any increase in enrollments (you will not be charged for the 5% overage). In addition to the school overage, a 5% overage for the district will also be included to accommodate for enrollment changes. If you inflate your enrollments to have extra test books on hand, you will be charged for each test book you order, whether it is returned used or unused. Please be sure to update any district or school address and contact information.

If you need to enter enrollments for a large number of schools, you have the option of uploading an enrollment file. Please see pages 9-11 of the "Online Enrollment District User Guide" for instructions on uploading an enrollment file.

For **Large Print and Braille** edition test books, you will indicate the actual number of students to be tested in each building. Please be sure to order the same quantity of regular edition test books for transcription purposes. There is no extra charge for Large Print and Braille edition test books.

All enrollments must be submitted with a **Purchase Order (PO) number** entered in the PO field. Please enter your PO number for your district in the PO field. If you have more than one PO number, please enter the other PO numbers in the PO field at the school level. **PO's must also be faxed to 1-888-282-0526.** Please ensure that your **district number** is on the PO. If you submit your online enrollments without a PO number, your order will not be processed. **Because the test books are a custom product and are not reusable, your district will be billed for the quantities specified during the online enrollment process, *whether or not the materials are used.*** As a reminder, your bill will also include any test books ordered after the receipt of your enrollment order.

REMINDER: When you complete your enrollment order, please run the "Enrollment Detail" report so that you have a record of what you ordered.

Only the District Test Coordinator should provide enrollments via the online enrollment process. If you do not know your password, have any questions, or need further assistance with this process, please contact the Missouri Assessment Program Service Line at **1-800-544-9868**.

NOTE: If you need to add or delete a school, you must contact the Accountability Data and Accreditation Section at DESE at 573-526-4886 for prior authorization. Any edits to district information are for test material shipment purposes only and will not change information in the Core Data Collection System.

Thank you.

CTB/McGraw-Hill

Enclosure: MAP Online Enrollments District User Guide



SAINT LOUIS PUBLIC SCHOOLS

Date: December 3, 2009

To: Dr. Kelvin R. Adams, Superintendent

From: Roger L. CayCe, Exec. Director - Operations/Bldg. Comm.

VENDOR SELECTION METHOD:

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

Agenda Item: _____
 Information: _____
 Conference: _____
 Action: _____

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

1-14-10-08

SUBJECT:

To approve the purchase of 19 ballistic vests (bullet proof vests) from Leon Uniform Company for an amount not to exceed \$10,205. Bids were requested from 3 vendors and Leon Uniform Company provided the most cost effective bid with a superior product.

BACKGROUND:

The ballistic vest is part of the mobile patrol uniform and also provides a line of protection for the officers who carry a weapon in the line of duty. The wearing of the ballistic vest is highly recommended by the St. Louis Police Department.

CSIP:	Goal #	SLPS Goal #2 - Process and Performance	Row #	126			MSIP:	6.6.1
-------	--------	--	-------	-----	--	--	-------	-------

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

Fund Source: 110 - 2661 - 6411 - 829 - 00 GOB	Requisition #: _____	
Amount: \$ 10,205.00		
Fund Source: - - - - -	Requisition #: _____	
Amount: _____		
Fund Source: - - - - -	Requisition #: _____	
Amount: _____		
Cost not to Exceed: \$ 10,205.00	Pending Funding Availability	Vendor #: _____

Department: Safety and Security

Requestor: Colonel Lisa Taylor

Angela Banks, Interim Budget Director

Enos Moss, CFO/Treasurer

Roger L. CayCe, Exec. Director - Operations/Bldg. Comm.

Dr. Kelvin R. Adams, Superintendent



I N V O I C E

Invoice Date	Invoice#	Page
11/23/09	207846	1

B ST. LOUIS PUBLIC SCHOOLS
I 801 N. 11TH ST.
L SAFETY & SECURITY DEPARTMENT
L ST. LOUIS, MO 63101

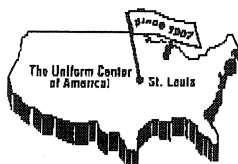
S ST. LOUIS PUBLIC SCHOOLS
H ST. LOUIS PUBLIC SCHOOLS
I **DO NOT SHIP** CALL FOR P/U.
P 801 N. 11TH ST.
ST. LOUIS, MO 63101

Employee: BALLISTIC VESTS

Cust Code	Slsmn	Cust P.O.	Ship Via	Terms	Due Date
STLPUBSCHL	JM	4500130909	PICK-UP	NET 30	12/23/09

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
1	1390040003	QUANT II EVO PKGX	QUANTUM II(2)EVO+ARA OVRSZ 2516/2216 <LTBLUE >	1	1	0	575.00		575.00	575.00
2	1390030003	QUANT II EVO PKG	QUANTUM II(2)EVO CARR+ARA-SHOK FEMALE--SEE ATTACHED SHEET <LTBLUE >	1	1	0	525.00		525.00	525.00
3	1390030003	QUANT II EVO PKG	QUANTUM II(2)EVO CARR+ARA-SHOK 2216/2216 <LTBLUE >	1	1	0	525.00		525.00	525.00
4	1390030003	QUANT II EVO PKG	QUANTUM II(2)EVO CARR+ARA-SHOK 2216/2014 <LTBLUE >	1	1	0	525.00		525.00	525.00
5	1390030003	QUANT II EVO PKG	QUANTUM II(2)EVO CARR+ARA-SHOK 2216/2216 <LTBLUE >	1	1	0	525.00		525.00	525.00
6	1390030003	QUANT II EVO PKG	QUANTUM II(2)EVO CARR+ARA-SHOK 2215/2014 <LTBLUE >	1	1	0	525.00		525.00	525.00
7	1390030003	QUANT II EVO PKG	QUANTUM II(2)EVO CARR+ARA-SHOK 1714/1714 <LTBLUE >	1	1	0	525.00		525.00	525.00

PLEASE REFERENCE THIS INVOICE WHEN MAKING PAYMENT.
PAST DUE BALANCES CHARGED @ 2.00% INTEREST PER MONTH



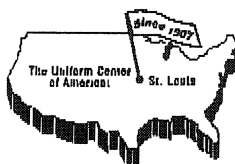


INVOICE

Invoice Date	Invoice#	Page
11/23/09	207846	2

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
8	1390030003	QUANT II EVO PKG	QUANTUM II(2)EVO CARR+ARA-SHOK FEMALE--SEE ATTACHED SHEET <LTBLUE >	1	1	0	525.00		525.00	525.00
9	1390030003	QUANT II EVO PKG	QUANTUM II(2)EVO CARR+ARA-SHOK FEMALE--SEE ATTACHED SHEET <LTBLUE >	1	1	0	525.00		525.00	525.00
10	1390030003	QUANT II EVO PKG	QUANTUM II(2)EVO CARR+ARA-SHOK FEMALE--SEE ATTACHED SHEET <LTBLUE >	1	1	0	525.00		525.00	525.00
11	1390030003	QUANT II EVO PKG	QUANTUM II(2)EVO CARR+ARA-SHOK 2215/2015 <LTBLUE >	1	1	0	525.00		525.00	525.00
12	1390040003	QUANTII EVO PKGX	QUANTUM II(2)EVO+ARA OVRSZ 2518/2517 <LTBLUE >	1	1	0	575.00		575.00	575.00
13	1390030003	QUANT II EVO PKG	QUANTUM II(2)EVO CARR+ARA-SHOK 2215/2215 <LTBLUE >	1	1	0	525.00		525.00	525.00
14	1390030003	QUANT II EVO PKG	QUANTUM II(2)EVO CARR+ARA-SHOK FEMALE--SEE ATTACHED SHEET <LTBLUE >	1	1	0	525.00		525.00	525.00
15	1390030003	QUANT II EVO PKG	QUANTUM II(2)EVO CARR+ARA-SHOK 2215/2216 <LTBLUE >	1	1	0	525.00		525.00	525.00
16	1390040003	QUANTII EVO PKGX	QUANTUM II(2)EVO+ARA OVRSZ 2519/2518 WITH TAILS <LTBLUE >	1	1	0	575.00		575.00	575.00
17	1390030003	QUANT II EVO PKG	QUANTUM II(2)EVO CARR+ARA-SHOK TO BE SIZED <LTBLUE >	1	1	0	525.00		525.00	525.00
18	1390370002	QUANTII OCS+ARA	QUANT II OCS+ARA+ID FLAPS TO BE SIZED <BLACK >	1	1	0	565.00		565.00	565.00

PLEASE REFERENCE THIS INVOICE WHEN MAKING PAYMENT.
PAST DUE BALANCES CHARGED @ 2.00% INTEREST PER MONTH



NOV-23-2009 12:36PM FROM-LEON UNIFORM CO
142 Hanley Industrial Court
St. Louis, MO 63144-1515

3145358159

T-442 P.004/004 F-019
Fax: (314) 535-8159



I N V O I C E

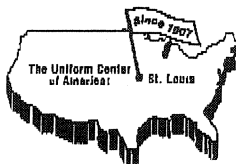
Invoice Date	Invoice#	Page
11/23/09	207846	3

Line Num	Item Code	Vendor Reference	Item Description	Qty Order	Qty Ship	Qty B.O.	Gross Price	Disc	Net Price	Ext Price
19	1390370002	QUANTII OCS+ARA	QUANT II OCS+ARA+ID FLAPS TO BE SIZED <BLACK >	1	TAYLOR 1	COL. 0	565.00		565.00	565.00

PLEASE REFERENCE THIS INVOICE WHEN MAKING PAYMENT.
PAST DUE BALANCES CHARGED @ 2.00% INTEREST PER MONTH

SUBTOTAL	10205.00
SALES TAX	0.00
TOTAL INVOICE	10205.00

sales@leonuniform.com



www.leonuniform.com

REQUEST FOR TRANSFER OF APPROPRIATIONS

Sender Fund
110-2661

Receiver Fund 110-2661

Date 24-Nov-09

Amount	\$10,600.00
--------	-------------

SAP Document #

Budget Office Control #

Budget Office Use Only

[illegible]

REASON:

Appropriations are needed to purchase armored vests for security staff.

Andrew Ford
Prepared By

Prepared By: _____

Administrator / Department Head

~~Administrator / Department Head~~

Kayla L. (w/child)
Department Individual to be notified (other than above)

Budget Director

Date _____

Superintendent (Bd. Approval only)

Date _____

Bgt. Review

OK TO JV

ST. LOUIS BOARD OF EDUCATION
CONDITION OF APPROPRIATIONS FOR FISCAL YEAR 2009-2010
LOCATION : 829 SPECIAL SERVICES

PAGE: 1

Loc Fund	Commit Item	PJ	Tolerance	Original Budget	Current Budget	Available Budget	Outstanding Encumbrances	Year to Date Expenditures	Available Balance	% Availabl Budget Use
829	110-2661	6319	00	100.00	950.00	950.00	270.00	0.00	680.00	28.42
829	110-2661	6338	00	100.00	44,552.40	44,552.40	0.00	8,653.97	35,898.43	19.42
829	110-2661	6358	00	100.00	14,393.96	14,393.96	0.00	7,032.80	7,361.16	48.86
829	110-2661	6363	00	100.00	53.40	53.40	0.00	0.00	53.40	.00
829	110-2661	6383	00	100.00	2,490.47	2,490.47	0.00	0.00	2,490.47	.00
829	110-2661	6411	00	100.00	8,900.64	8,900.64	878.07	2,252.07	5,770.50	35.17
829	110-2661	6417	00	100.00	25,735.04	25,735.04	0.00	9,313.30	16,421.74	36.19
* Location 829 Total				97,075.91	97,075.91	97,075.91	1,148.07	27,252.14	68,675.70	29.26
*** Total				97,075.91	97,075.91	97,075.91	1,148.07	27,252.14	68,675.70	29.26



SAINT LOUIS PUBLIC SCHOOLS

Date: December 7, 2009

To: Kelvin R. Adams, Ph.D.

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

VENDOR SELECTION METHOD:

<input type="checkbox"/>	RFP/Bid	
<input type="checkbox"/>	Sole Source	
<input checked="" type="checkbox"/>	Contract Renewal	Previous Bd. Res. # 12120612
<input type="checkbox"/>	Ratification	

Agenda Item:
Information:
Conference:
Action:

X

1-14-10-09

SUBJECT:

Enter into the last years of contract renewal with: The Leadership Academy for Character Education (LACE). Services to be provided from January 25, 2010 through December 31, 2010 at a cost not to exceed \$15,000.00, with an option to request renewal of services and completion of project over the next two years

BACKGROUND:

The following agency will provide Central Office, principal and assistant principal development for character education over a five (5) year period. Thirty (30) persons a year will participate in the academy to institutionalize character education in the district. The contract renewal will allow the services to be completed over the next two years.

CSIP: Goal # SLPS Goal #2 - Process and Performance Row # 102 MSIP: 6.7.1

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

Fund Source: 730 - 2331 - 6319 - 825 - FM Non GOB	Requisition #: 10116185
Amount: \$ 15,000.00	Wallace Foundation
Fund Source: - - - -	Requisition #:
Amount:	
Fund Source: - - - -	Requisition #:
Amount:	
Cost not to Exceed: \$ 15,000.00	Pending Funding Availability Vendor #: 600012604

Department: Leadership Development

Requestor: Sheila Smith-Anderson

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: December 3, 2009
Dept / School: Office of Leadership Development		Reported By: Sheila Smith-Anderson
Vendor: University of Missouri-STL-Character Ed.		Vendor #: 600012604
Contract # / P.O. / #:		Contract Name: The Leadership Academy For Character Education
Contract Amount: \$ \$30,000.00 (two years)		Award Date: 10-18-07 / 12-12-06-Bd. Resolution
Purpose of Contract (Brief Description): Educate and develop all principals, assistant principals in St. Louis Public Schools along with Central Office Administrators in Character Education. Sixty (60) persons will participate in the academy over the next two years (30 persons a year).		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 4 3 2 1	
Timeliness of Delivery or Performance	5 4 3 2 1	
Business Relations	5 4 3 2 1	
Customer Satisfaction	5 4 3 2 1	
Cost Control	5 4 3 2 1	
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

- 12-12-06-08 **RESOLVED**, That The Board of Education authorizes approval of the contract agreement with Cheryll Saunier (Sole Source Purchase) for SAP & Training Support in an amount not to exceed \$24,000.00 for the period beginning December 12, 2006 through June 30, 2007.
- 12-12-06-09 **RESOLVED**, That The Board of Education authorizes approval of the contract with School Information Systems to upgrade hardware and software and acquiring additional modules. One time purchase in an amount not to exceed \$303,260.00.
- 12-12-06-10 **RESOLVED**, That The Board of Education authorizes approval of the contract with Kronos Inc. to provide an Electronic Strategic time and Labor Management system to automate the processing of employee time and attendance in an amount not to exceed \$900,000.00 for the period beginning February 2007 through February 2009.
- 12-12-06-11 **RESOLVED**, That The Board of Education authorizes approval for the St. Public Schools to receive contributions of a minimum of \$5,000 EACH from Pfizer, Inc., Anheuser Busch and BJC for Lifelong Learning expenses related to the 24th annual Career Awareness Fair for the period beginning December 13, 2006 and ending June 30, 2006.
- 12-12-06-12 **RESOVLED**, That The Board of Education authorizes approval to expend funds in support of a matching effort for School Administrators to participate in The Leadership Academy for Character Education in an amount not to exceed \$15,000.00 for the period beginning January 2007 through June 2012.
- 12-12-06-13 **RESOLVED**, That The Board of Education authorizes approval of the Sole Source agreement with Metropolitan School to provide services for behavior disordered students in an amount not to exceed \$22,794.00 for the period beginning July 1, 2006 through June 30, 2007.
- 12-12-06-14 **RESOLVED**, That The Board of Education authorizes approval of the contract agreement with Missouri Institute of Mental Health 21st Century for evaluation of the 21st Century Community Learning Centers in an amount not to exceed \$8,500.00 for the period beginning November 1, 2006 through June 29, 2007.

AGREEMENT FOR CONSULTING OR TECHNICAL SERVICES

This Agreement for Consulting Services ("Agreement"), made as of the January 1, 2007 and, by and between The Board of Education of the City of St. Louis, governing body of the St. Louis Public Schools, a Missouri Metropolitan School District (the "Board" or "District") with its principal place of business located at 801 N. 11th Street, St. Louis, Missouri 63101, and **The Leadership Academy for Character Education at the University of Missouri St. Louis** (hereinafter "Contractor") with its principal place of business located at **402 MARILLAC HALL; University of Missouri St. Louis; One University Blvd., St. Louis, MO 63121**

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

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

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

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

1. **TERM:** The Contractor shall commence performance of this Agreement on the **1st day of January, 2007** and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30th Day of June 2012**.
2. **SCOPE OF SERVICES:** The Contractor shall provide services described more fully in Attachment "A" Scope of Services attached hereto, incorporated herein, and made a part of this Agreement ("Scope of Services" or "Services").
3. **PERFORMANCE:** The Contractor agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District. The Contractor shall be and shall remain fully responsible for the quality and accuracy of Contractor's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Contractor of this responsibility
4. **COMPENSATION:** The District shall compensate the Contractor for the work outlined in the Scope of Services in the amount of **\$ 15,000.00** upon full completion of services outlined in the scope of services.

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

Requirement	SLPS Administrator
-------------	--------------------

(a)	Evaluation of Contractor's performance by:	Sheila Smith-Anderson
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Sheila Smith-Anderson
(c)	Verification of the receipt of all documents produced by Contractor pursuant to the Scope of Services by:	Sheila Smith-Anderson Diana Bourisaw

5. **SUB-CONTRACTING:** The Contractor may not, without the approval of the District, subcontract any rights, responsibilities or obligations under this Agreement. Any subcontract without the express written consent of the District shall render the Agreement void at the election of the District.
6. **PERSONNEL:** The Contractor has the authority to secure at its own expense, all necessary personnel required to perform the services under this Agreement.
7. **INDEMNIFICATION** Contractor agrees to indemnify and hold harmless the Board and the Board's officers, directors, servants, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) which may be suffered by, incurred by or threatened against the Board or any officers, directors, servants, employees, or agents of the Board on account of or resulting from injury, or claim of injury to person or property arising out of the operation of the program operated by Contractor under this Agreement or arising out of this Agreement in any manner, including but not limited to the breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Contractor. This provision shall survive termination or expiration of the Agreement.
8. **WARRANTY FOR SERVICES** Contractor warrants and represents to the Board of Education that Contractor possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor further warrants and represents that the Services will 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 11th Street
St. Louis, MO 63101
Attn: Superintendent-**Legal Notice Enclosed**
- To Contractor:** Leadership Academy for Character Education
University of Missouri St. Louis
Leadership Academy for Character Education
One University Blvd.
St. Louis, MO 63121
Legal Notice Enclosed
- If such notice is sent by first class or express mail, it shall be deemed to have been given to the person entitled thereto three (3) days after deposit in the United States mail, or if by Federal Express or the overnight courier service, the day after delivery to such service, for delivery to that person.
18. **WAIVER** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.
19. **SEVERABILITY** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
20. **HEADINGS** The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.
21. **COUNTERPARTS** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

22. **BINDING EFFECT** The Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.
23. **RIGHTS CUMULATIVE** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies which such party may have, whether by present or future law or pursuant hereto, and each party shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or other remedy without thereby waiving or being barred or stopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.
24. **CONTRACTOR REPRESENTATIONS** Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, Federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable Board policies and regulations.
25. **INDEPENDENT CONTRACTOR** The Board and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's services in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes. In addition, Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Contractor shall have no authority to assume or incur any obligation or responsibility, or make any warranty for, on behalf of the Board, or to attempt to bind the Board except with prior written authorization from the Board. Contractor shall pay all costs of conducting its activities hereunder, including all compensation to employees of Contractor.
26. **OWNERSHIP OF COMPLETED SERVICES** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Contractor Services under this Agreement shall vest in and are hereby assigned to the Board. Except as provided in this Agreement, Contractor shall retain no right,

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

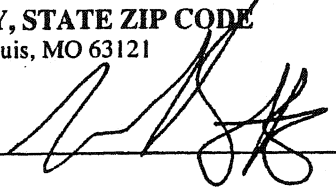
27. **INFRINGEMENT** Contractor warrants to the Board that Contractor, in connection with performing the Services, will not infringe any patent, trademark, copyright, trade secrets, confidential information or any other proprietary right of any person. Contractor further represents and warrants to the Board that neither Contractor or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.
28. **USE OF DATA / INFORMATION** Information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall remain the Board's property and shall be used only in connection with the Services provided to the Board.
29. **DEFINITION** For purposes of this Agreement, the term "person" shall mean any natural person, firm, association, partnership, corporation or other form of legal entity.
30. **AUTHORIZATION:** this Agreement is authorized by:
- ☒ **Board Resolution # 12120612**, attached hereto.
Or
 - ☐ **Other.** Please describe and attach appropriate documentation
Or under \$5,000
 - ☐ **Emergency Request**
31. **DELIVERABLES:** Please list the specific deliverables associated with this Agreement.

(See attached Scope of Services for Details)

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

NAME THE LEADERSHIP ACADEMY FOR
CHARACTER EDUCATION
ADDRESS: 402 MARILLAC HALL
University of Missouri St. Louis
One University Blvd.

CITY, STATE ZIP CODE
St. Louis, MO 63121

By: 

Title: Consultant

Date: 10-15-07

Tax I.D. No _____

THE BOARD OF EDUCATION OF THE
CITY OF ST. LOUIS

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