

Board Meeting

AGENDA



September 22, 2009

St. Louis Public Schools
Special Administrative Board Meeting
Tuesday, September 22, 2009, 6:00 p.m.
Room 108, Administrative Building
801 N. 11th Street

AGENDA

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Student Recognition
5. Public Comments
6. Approval of Minutes
 - Regular Meeting of September 10, 2009
7. Superintendent's Report
 - a. Information Items
 1. Presentation on Summer School
 2. Update on District Enrollment
 3. Monthly Budget to Actual Year to Date Report through August 2009
 - b. Action Items
8. Board Member Updates
9. Adjournment

St. Louis Public School District

SUPERINTENDENT'S REPORT

September 22, 2009

1.0 Preliminary

1.1 CONSENT AGENDA

1.2 Information Items Only

- a) Presentation on Summer School
- b) Update on District Enrollment
- c) Monthly Budget to Actual Year to Date Report thru August 2009

1.3 Business Items – Action Required

- 09-22-09-01** To approve the monthly transaction report for the month of July 2009.
- 09-22-09-02** To approve the agreement with RubinBrown, LLP to audit SLPS financial statements for the period September 14 – December 11, 2009, in an amount not to exceed \$179,900.00. (GOB)
- 09-22-09-03** To approve a contract with the Curators of the University of Missouri – Regional Institute of Tutorial Education (Sole Source Provider) for the hiring, recruitment and training of AVID tutors, for the period September 24, 2009 through June 30, 2010, in an amount not to exceed \$130,000.00. (AVID)
- 09-22-09-04** To approve the acceptance of funds for a five year grant funded by the Missouri Department of Elementary and Secondary Education (21st Century Community Learning Program), for the time period September 14, 2009 through May 7, 2010, in an amount not to exceed \$787,350.00. (21st Century Grant)
- 09-22-09-05** To approve entering into contracts with pre-approved providers identified by DESE for SES, for the period September 1, 2009 through June 30, 2010, in an amount not to exceed \$900,000.00. (Title I)
- 09-22-09-06** To approve a contract with Group Basis for renewal to provide SAP implementation, for the period September 1, 2009 through June 30, 2010, in an amount not to exceed \$72,000.00. (GOB)
- 09-22-09-07** To approve an emergency contract with Ciber to provide assistance in resolving a SAP failure, for the period August 14, 2009 through August 24, 2009, in an amount not to exceed \$25,955.00. (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.

- 09-22-09-08** To approve a Memorandum of Understanding with “In It 2 Win” for the time period, the 2009/2010 school year, at no cost to the District.
- 09-22-09-09** To ratify the contract for services of Chartwells on the campus of St. Louis University for food services related to the Summer Leadership Academy for Principals for the time period June 29 – July 2; July 6- 8; and July 13 – 15, 2009, in an amount not to exceed \$21,332.08.
- 09-22-09-10** To approve a contract with Phi Delta Kappa International (Sole Source Provider) to conduct an audit to determine the congruence of the written, taught and assessed curriculum, for the time period August 31, 2009 through June 30, 2010, in an amount not to exceed \$150,865.00. (Title I Indirect)

ITEMS FOR CONSIDERATION FOR THE OCTOBER 08, 2009 MEETING

- 10-08-09-01** To approve the Monthly Budget Transaction Report for August 2009.
- 10-08-09-02** To approve request to translate the Student Code of Conduct for English Language Learners and their families to inform them of District policies for the time period 2009-2010 school year, in an amount not to exceed \$11,295.36. (GOB)
- 10-08-09-03** To approve a contract with Accelify for School District Administrative Claiming (SDAC) services for the time period 2009-2010, in an amount not to exceed 3% of generated revenue.
- 10-08-09-04** To approve a contract with Midwest Music Therapy for music therapy services to be provided for the 2009-2010 academic year, in an amount not to exceed \$19,600.00.
- 10-08-09-05** To approve a contract with AVID Weekly to provide a computerized critical reading program designed to use current world news articles to stimulate students’ reading interest and skills in AVID Elective classes, for the 2009-2010 school year, in an amount not to exceed \$10,800.00.
- 10-08-09-06** To approve a contract with Holt McDougal for Advanced Placement textbooks, for the 2009-2010 school year, in an amount not to exceed \$13,680.00.
- 10-08-09-07** To approve a contract with the DBQ Project in Evanston, Illinois for Min-Q’s in American History, a simplified document based on questions similar to those used on Advanced Placement tests to help middle and high school students improve their skill level doing document based question

evaluations required on Advanced Placement tests, for the 2009-2010 school year, in an amount not to exceed \$44,388.00.

- 10-08-09-08** To approve the curriculum revision for the board approved course titled Biotechnology-Advanced Topics and Internship, implementation date of Fall 2009, at no cost to the District.
- 10-08-09-09** To approve a contract with Pauline Moley, Ph.D., University of Arkansas-Little Rock Education Department, Division of Literacy for consulting services to be provided to the Froebel Literacy Academy for the time period October 9, 2009 through May 14, 2010, in an amount not to exceed \$8,250.00.
- 10-08-09-10** To approve the 2010 renewals for St. Louis Public School's group Medical, Dental, Short Term Disability, and Long Term Disability Plans, Vision and Life Insurance for the period January through June 2010, in an amount not to exceed \$14,659,580.00.
- 10-08-09-11** To approve an agreement with ACT ICN to administer the ACT Project Test to approximately 2,200 high school students, for the school year 2009-2010, in an amount not to exceed \$68,200.00.
- 10-08-09-12** To approve extension of contract with City Design Group, Inc. as a hazardous materials consultant to provide design and project management services for seven bond mechanical modernization abatement projects for the period October 9, 2009 through June 30, 2010, in an amount not to exceed \$250,000.00.
- 10-08-09-13** To approve acceptance and approval to expend \$94,354.00 in reimbursable funds from the Missouri Department of Elementary and Secondary Education, School Food Services, for the Fresh Fruit and Vegetable Program in the 2009-2010 school year at six selected schools, at no cost to the District.
- 10-08-09-14** To authorize the administration of the PSAT test at grade 10 as scheduled on the District's Assessment Calendar, including the purchase of test booklets/scoring and reporting services for the 2009-2010 school year, in an amount not to exceed \$19,500.00.

SAINT LOUIS PUBLIC SCHOOLS

Date: August 21, 2009

To: Kelvin R. Adams, Ph.D.

From: Enos K. Moss, CFO/Treasurer

Agenda Item: 09-22-09-01
Information: ☐
Conference: ☐
Action: ☒

Subject:

Approval of the Monthly Budget Transaction Report for July 2009.

Background:

MSIP 8.5.4
CSIP Goal 2, Row 75

Funding Source :N/A



Requisition No.

Cost not to exceed:

Recommendation: Approval



Enos Moss
CFO / Treasurer


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

July 2009 Transactions

ST. LOUIS BOARD OF EDUCATION
MONTHLY BUDGET REPORT

ACTIVITY TYPES INCLUDED: KBUS KBUE KBRO KBNO

110 INCIDENTAL FUND1. SAP# 501571863

From:	110-2411	117-00-110	6411	\$2,182.00-
To:	110-2411	117-00-110	6383	\$2,182.00
Control No:	B-0002			
Total Amount:				\$2,182.00

Text: Travel and professional development expenses for Linda Thompson, Toni Russell and Dorothy Ivery, Office Professionals @ Clyde C. Miller, to attend the Missouri Council of School Administrators Conference in the Lake of the Ozarks, July 26-28, 2009.

2. SAP# 501572057

From:	110-1422	833-00-110	6381	\$770.00-
To:	110-1422	833-00-110	6383	\$770.00
Control No:	B-0007			
Total Amount:				\$770.00

Text: Additional appropriations needed for Cecelia Jones, Clerk Typist for Athletics, to attend the 20th Annual Educational Office Professionals Conference in the Lake of the Ozarks, July 26-28, 2009.

3. SAP# 501572062

From:	110-2411	506-00-110	6411	\$752.40-
To:	110-2411	506-00-110	6383	\$752.40
Control No:	B-0008			
Total Amount:				\$752.40

Continued:

Text: Additional appropriations needed for Dana Johnson, Secretary @ Laclede Elementary, to attend the Educational Office Professional Conference in Osage Beach, MO., July 26-28, 2009.

4. SAP# 501601816

From:	110-2411	324-00-110	6411	\$500.00-
To:	110-2411	324-00-110	6383	\$500.00
Control No:	B-0014			
Total Amount:				\$500.00

Text: Additional appropriations needed for Ms. Lloyd, Assistant Principal @ Langston Middle, to attend the Differentiated Instruction Conference June 25-29, 2009 in Houston, Texas.

5. SAP# 501542000

From:	110-2551	918-00-110	6341	\$833,091.00-
To:	110-2553	918-00-110	6341	\$833,091.00
Control No:	B-2261			
Total Amount:				\$833,091.00

Text: Funds transferred to pay transportation invoices for Special Ed.

6. SAP# 501544868

From:	110-2522	820-00-110	6319	\$260,000.00-
To:	110-2215	824-00-110	6319	\$260,000.00
Control No:	B-2305			
Total Amount:				\$260,000.00

Text: Professional Development funds needed for the Consortium on Reading Excellence contract.

7. SAP# 501544848

From:	120-1232	828-00-120	6311	\$1,322,053.09-
To:	120-1932	828-00-120	6311	\$1,322,053.09
Control No:	B-2294			
Total Amount:				\$1,322,053.09

Text: Appropriations are needed for the 2008/2009 Tuition Services Accrual.

120 TEACHER'S FUND**1. SAP# 501544849**

From:	120-1932	828-U1-120	6311	\$1,700,000.00-
To:	120-1932	828-00-120	6311	\$1,700,000.00

Control No: B-2296

Total Amount: \$1,700,000.00

Text: Appropriations are needed for the 2008/2009 Tuition Services Accrual.

2. SAP# 501544981

From:	120-1111	820-00-120	6112	\$106,840.40-
	120-1111	820-00-120	6114	\$371,106.51-
To:	120-1932	828-00-120	6311	\$106,840.40
	120-1932	828-00-120	6311	\$371,106.51

Control No: B-2307

Total Amount: \$477,946.91

Text: Funds transferred to increase accrual for local tax effort payment.

FROM 110 (INCIDENTAL TO 120 (TEACHER'S FUND))**1. SAP# 501601819**

From:	110-2325	802-00-110	6319	\$3,062.40-
	110-2325	802-00-110	6319	\$234.27-
	110-2325	802-00-110	6319	\$85.75-
To:	120-2122	125-55-120	6143	\$3,062.40
	120-2122	125-55-120	6231	\$234.27
	120-2122	125-55-120	6261	\$85.75

Control No: B-0017

Text: Transferred funds from Incidental to Teacher's fund to pay Counselors @ Beaumont High for Extra Service.

279 SPECIAL EDUCATION**1. SAP# 501544982**

From:	279-2332	828-00-279	6111	\$62,500.00-
To:	279-1232	828-00-279	6311	\$62,500.00

Control No: B-2308

Total Amount: \$62,500.00

Text: Final 2009 tuition payment for Special Education Program provided by Alternatives Unlimited Inc for 50 students.

299 MINI-FEDERAL**1. SAP# 501571873**

To:	299-2331	802-QI-299	6113	\$21,300.00
	299-2331	802-QI-299	6122	\$9,500.00
	299-2331	802-QI-299	6143	\$120,000.00
	299-2331	802-QI-299	6211	\$5,000.00
	299-2331	802-QI-299	6231	\$6,000.00
	299-2331	802-QI-299	6241	\$5,100.00
	299-2331	802-QI-299	6242	\$200.00
	299-2331	802-QI-299	6243	\$50.00
	299-2331	802-QI-299	6244	\$10.00
	299-2331	802-QI-299	6245	\$706.00
	299-2331	802-QI-299	6246	\$706.00
	299-2331	802-QI-299	6261	\$350.00
	299-2331	802-QI-299	6291	\$18.00
	299-2331	802-QI-299	6319	\$132,172.23
	299-2331	802-QI-299	6383	\$130,000.00
	299-2331	802-QI-299	6384	\$2,200.00
	299-2331	802-QI-299	6411	\$15,000.00
	299-2331	802-QI-299	6432	\$130,000.00

Control No: B-0003

Total Amount: \$578,312.23

Text: Appropriated Advanced Placement Incentive Program Grant received from DESE for the Chief Academic Office.

2. SAP# 501571874

To:	299-2518	973-P4-299	6122	\$9,135.00
	299-2518	973-P4-299	6211	\$1,188.00
	299-2518	973-P4-299	6231	\$699.00
	299-2518	973-P4-299	6241	\$1,848.00
	299-2518	973-P4-299	6242	\$91.00
	299-2518	973-P4-299	6243	\$28.00
	299-2518	973-P4-299	6244	\$7.00
	299-2518	973-P4-299	6245	\$175.00
	299-2518	973-P4-299	6246	\$56.00
	299-2518	973-P4-299	6261	\$256.00
	299-2518	973-P4-299	6364	\$1,000.00
	299-2518	973-P4-299	6384	\$368.00
	299-2518	973-P4-299	6411	\$6,075.00

Control No: B-0004

Total Amount: \$20,926.00

Text: Appropriated the High School "In Pursuit of the American Dream" History Grant for the 2009-2010 Fiscal Year. Grant received from the US Department of Education.

3. SAP# 501571875

To:	299-2218	847-MG-299	6113	\$1,978.84
	299-2218	847-MG-299	6122	\$691.27
	299-2218	847-MG-299	6143	\$49,146.45
	299-2218	847-MG-299	6211	\$396.83
	299-2218	847-MG-299	6231	\$4,655.06
	299-2218	847-MG-299	6241	\$52.69
	299-2218	847-MG-299	6242	\$1.20
	299-2218	847-MG-299	6243	\$0.75
	299-2218	847-MG-299	6244	\$0.17
	299-2218	847-MG-299	6261	\$1,572.08

Continued:

299-2218	847-MG-299	6363	\$5,000.00
299-2218	847-MG-299	6384	\$138,616.57
299-2218	847-MG-299	6411	\$8,000.00
299-2218	847-MG-299	6641	\$47,000.00

Control No: B-0005

Total Amount: \$257,111.91

Text: Carried forward the remaining balance of the Reading First Grant for the 2009-2010 Fiscal Year.

4. SAP# 501542320-501542326

To:	299-2331	802-QI-299	6244	\$6.00
	299-2331	802-QI-299	6383	\$9,802.03
	299-2331	802-QI-299	6149	\$347.00
	299-2331	802-QI-299	6241	\$5,322.23
	299-2331	802-QI-299	6211	\$3,675.75
	299-2331	802-QI-299	6432	\$89,344.06
	299-2331	802-QI-299	6411	\$46,164.55

Control No: B-2281

Total Amount: \$154,661.62

Text: Grant allocation appropriated to fund 299, Advanced Placement Incentive Program, for the 2009-2010 Fiscal Year.

510 SCHOOL LUNCHROOM1. SAP# 501601814

From:	510-3121	906-00-510	6319	\$35,384.00-
	510-3121	906-00-510	6319	\$61,922.00-
	510-3121	906-00-510	6319	\$11,111.46-
	510-3121	906-00-510	6319	\$7,443.91-
	510-3121	906-00-510	6319	\$13,081.31-
	510-3121	906-00-510	6319	\$677.48-
	510-3121	906-00-510	6319	\$150.52-
	510-3121	906-00-510	6319	\$30.56-

Continued:

To:	510-3121	906-00-510	6319	\$1,176.80-
	510-3121	906-00-510	6319	\$378.93-
	510-3121	906-00-510	6319	\$2,724.57-
	510-3111	906-00-510	6123	\$35,384.00
	510-3111	906-00-510	6121	\$61,922.00
	510-3111	906-00-510	6211	\$11,111.46
	510-3111	906-00-510	6231	\$7,443.91
	510-3111	906-00-510	6241	\$13,081.31
	510-3111	906-00-510	6242	\$677.48
	510-3111	906-00-510	6243	\$150.52
	510-3111	906-00-510	6244	\$30.56
	510-3111	906-00-510	6245	\$1,176.80
	510-3111	906-00-510	6246	\$378.93
	510-3111	906-00-510	6261	\$2,724.57

Control No: B-0013

Total Amount: \$134,081.54

Text: Budget set up for the Director of Food Service and the Food Service Accountability Specialist. Appropriations based on salary and fringes for the remainder of the current Fiscal Year.

720 TRUST AGENCY & ENTERPRISE**1. SAP# 501605573**

To:	720-2512	970-33-720	6415	\$500.00
	720-2512	970-9E-720	6415	\$750.00
	720-2512	970-9F-720	6415	\$1,000.00
	720-2512	970-QA-720	6415	\$1,000.00
	720-2512	970-9D-720	6415	\$11,000.00

Control No: B-0024

Total Amount: \$14,250.00

Text: Appropriated funds for SLPS students from various scholarships funds.

730 FOUNDATIONS & CONTRIBUTIONS

1. SAP# 501605556
 To: 730-1111 503-U9-730 6411 \$11,234.04
 730-1111 503-U9-730 6441 \$2,325.00
 730-1111 503-U9-730 6541 \$1,007.99
 Control No: B-0018
 Total Amount: \$14,567.03
 Text: Appropriated funds received from Innovative Technology Education for technology equipment, supplies and software for Kennard CJA.
2. SAP# 501605557
 To: 730-1151 183-UD-730 6411 \$7,928.84
 730-1151 183-UD-730 6541 \$4,882.40
 Control No: B-0021
 Total Amount: \$12,811.24
 Text: Appropriated funds received from Innovative Technology Education for technology equipment and supplies for Vashon High School.
3. SAP# 501605558
 To: 730-1254 668-UA-730 6411 \$1,768.79
 730-1254 668-UA-730 6441 \$5,346.00
 730-1254 668-UA-730 6541 \$3,661.80
 Control No: B-0022
 Total Amount: \$10,776.59
 Text: Appropriated funds received from Innovative Technology Education for technology equipment, supplies and software for Griscorn School.
4. SAP# 501605559
 To: 730-1177 111-UF-730 6411 \$3,899.63
 730-1177 111-UF-730 6541 \$8,443.37
 Control No: B-0023

Continued:

Total Amount: \$12,343.00
 Text: Appropriated funds received from Innovative Technology Education for technology equipment and supplies for Gateway's IT Project 21st Career Readiness Program for students with special needs.

909 CAPITAL PROJECTS

1. SAP# 501543995
 From: 909-2624 905-HE-909 6522 \$56,896.73-
 To: 909-2624 180-HE-909 6522 \$56,896.73
 Control No: B-2286
 Total Amount: \$56,896.73
 Text: Appropriations are needed for the 2008/2009 accrual for the Air Conditioning Bond Fund.

SAINT LOUIS PUBLIC SCHOOLS

Date: August 21, 2009

To: Kelvin R. Adams, Ph.D.

From: Enos K. Moss, CFO/Treasurer

Agenda Item: 09-22-09-02

Information: ☐
Conference: ☐
Action: ☒

Subject:

Agreement with RubinBrown, LLP to audit governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprises the financial statements of the St. Louis Public Schools as the year ended June 30, 2009.

Background:

RSMs. 165.181 requires that at the close of each fiscal school year, the Mayor of the city shall appoint one or more expert accountants, who shall examine the books, accounts and vouchers of the treasurer and all other departments of expenditures of the board of the metropolitan district (SLPS) and shall make due report thereof to the Mayor and the Board of Education of the city. The Mayor has appointed RubinBrown to serve as the statutorily required expert accountant for SLPS. The audit includes the financial reporting model described in the Governmental Standards Board (GASB) Statement Number 34.

Funding Source :110-2517-978-00-6315

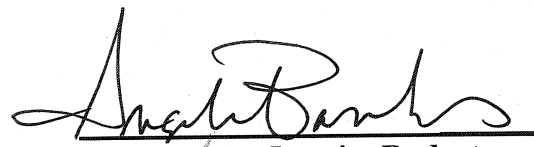
Requisition No.

Cost not to exceed: \$179,000.00

Recommendation: Approval



Enos Moss
CFO / Treasurer



**Angie Banks, Interim Budget
Director**



Kelvin R. Adams, Ph.D.
Superintendent

WV
8/21/09



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Certified Public Accountants
& Business Consultants

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June 11, 2009

Members of the Special Administrative Board of the Transitional School District
of the City of St. Louis
St. Louis Public Schools
c/o Mr. Enos Moss
801 North 11th Street
Saint Louis, Missouri 63101

Dear Ladies and Gentlemen:

We appreciate the opportunity to be of service to the Special Administrative Board of the Transitional School District of the City of St. Louis ("St. Louis Public Schools") ("Client"). This letter ("Letter") sets forth the services that RubinBrown LLP ("RubinBrown") will provide for you. In order to better understand each party's obligations, the terms "we", "us" and "our" refer to RubinBrown and the terms "you", "your" and "management" refer to St. Louis Public Schools. Your engagement of RubinBrown shall be governed by the terms of this Letter and the attached RubinBrown Engagement Terms.

Scope of Services

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprises the basic financial statements of St. Louis Public Schools as of and for the year ended June 30, 2009. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany St. Louis Public Schools' basic financial statements. As part of our engagement, we will apply certain limited procedures to St. Louis Public Schools' RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Information
- 3) Pension and OPEB Data

Supplementary information other than RSI also accompanies St. Louis Public Schools' basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Combining and Individual Fund Statements and Schedules
- 3) Schedule of Selected Statistics

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion.

- 1) Introductory Section of the CAFR
- 2) Statistical Section of the CAFR

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the management, the body or individuals charged with governance, others within the entity specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of accounting records, a determination of major program(s) in accordance with Circular A-133, and

other procedures we consider necessary to enable us to express such an opinion and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinion is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will prepare a draft of your financial statements, schedule of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the St. Louis Public Schools and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for federal award program compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us, including identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to

follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review at the beginning of our fieldwork.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous audits or other engagements or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet web site, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

As part of this engagement we will ensure that certain additional matters are communicated to the appropriate members of management and the Governing Body. Such matters include (1) the initial selection of and changes in significant accounting policies and their application; (2) the process used by management in formulating particularly sensitive accounting estimates and the basis for our conclusions regarding the reasonableness of those estimates; (3) audit adjustments that could, in our judgment, either individually or in the aggregate, have a significant effect on your financial reporting process; (4) any disagreements with management, whether or not satisfactorily resolved, about matters that individually or in the aggregate could be significant to the financial statements or our report; (5) our views about matters that were the subject of management's consultation with other accountants about auditing and accounting matters; (6) major issues that were discussed with management in connection with the retention of our services, including, among other matters, any discussions regarding the application of accounting principles and auditing standards, and (7) serious difficulties that we encountered in dealing with management related to the performance of the audit.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of St. Louis Public Schools' compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on

overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of St. Louis Public Schools' major programs. The purpose of these procedures will be to express an opinion on St. Louis Public Schools' compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees, and Other

Our firm, as well as all other major accounting firms, participates in a "peer review" program, covering our audit and accounting practices. This program requires that once every three years we subject our quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of our work. It is possible that the work we perform for you may be selected by the other firm for their review. If it is, they are bound by professional standards to keep all information confidential.

At the conclusion of the engagement, we will complete the appropriate sections of and sign the Data Collection Form that summarizes our audit findings. We will provide copies of our reports to you; however, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits. At the conclusion of the engagement, we will provide information to management as to where the reporting packages should be submitted and the number to submit.

The audit documentation for this engagement is the property of RubinBrown and constitutes confidential information. However, pursuant to the authority given to it by law or regulation, we may be requested to make certain audit documentation available to the Schools' cognizant agency, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of RubinBrown personnel. Furthermore, upon request, we may provide photocopies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the photocopies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of three years after the date the auditors' report is issued or for any additional period requested by the aforementioned cognizant or grantor agencies. If we are aware that a federal awarding agency,

pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately September 14, 2009 and to issue our reports no later than December 11, 2009. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$179,000 for the aforementioned services. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, a 1½% per month service charge will be added to balances remaining unpaid after 60 days or more after the invoice date and work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on St. Louis Public Schools providing in a timely manner audit schedules and supporting information, including timely communication of all significant accounting and financial reporting matters, as well as working space and clerical assistance as mutually agreed upon and as is normal and reasonable in the circumstances. When and if for any reason St. Louis Public Schools is unable to provide such schedules, information and assistance, new accounting or auditing standards or an increase in the number of major federal programs (assumed to be no more than six) requiring additional work, RubinBrown and the St. Louis Public Schools will mutually revise the fee to reflect additional services, if any, required of us to achieve these objectives. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

In providing our services, we will consult with St. Louis Public Schools with respect to matters of accounting, financial reporting or other significant business issues. Accordingly, time necessary to effect a reasonable amount of such consultation is reflected in our fee. However, should a matter require research, consultation or audit work beyond that amount, RubinBrown and St. Louis Public Schools will agree to an appropriate revision in services and fees.

Except for any changes in fees, which may result from the circumstances described above, our fees will be limited to those set forth above.

Government Auditing Standards require that we provide you with a copy of our most recent quality control review report. Our most recent peer review report accompanies this letter.

Conflict of Interest

If, during the course of our engagement, we encounter circumstances we believe may create a conflict of interest or conflict with the ethical standards of our profession or our firm, we will inform you of our concerns. If these concerns cannot be adequately addressed to our satisfaction, or we are compelled to do so by professional standards, we may withdraw from the engagement.

Engagement Terms

Attached hereto is an additional statement of terms regarding our engagement titled, *RubinBrown ("RubinBrown") Engagement Terms* (hereinafter "RubinBrown Engagement Terms"). The RubinBrown Engagement Terms are hereby incorporated by reference and the contents of this Letter should be construed in accordance with the terms set forth therein, unless expressly stated otherwise in this Letter. When construing or interpreting the contents of this Letter or the terms of our engagement, the RubinBrown Engagement Terms shall govern. To the extent any apparent or actual contradiction may exist, the RubinBrown Engagement Terms shall be deemed controlling and shall supersede any such statement contained herein, unless expressly stated otherwise in the provision or portion of this Letter at issue.

Conclusion

We appreciate the opportunity to be of service to you and believe that this Letter and the RubinBrown Engagement Terms set forth the terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this Letter and the RubinBrown Engagement Terms, please sign the enclosed copy and return it to us. By signing the enclosed copy of this Letter, you acknowledge that you have read, understood and agreed to the terms as set forth in this Letter and in the RubinBrown Engagement Terms.

We appreciate the opportunity to be of service to St. Louis Public Schools and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Very truly yours,

RubinBrown LLP



Jeffrey B. Winter, CPA

Partner

Direct Dial Number: 314.290.3408

E-mail: jeff.winter@rubinbrown.com

JBW:cjm

Enclosures

RESPONSE:

By signing below, the signatory further represents and warrants that she/he is authorized to approve the terms of this engagement on behalf of the St. Louis Public Schools.

Approved By: Rick Sullivan

Title: CEO Date: 6-18-09

RubinBrown LLP ENGAGEMENT TERMS

These Engagement Terms (the "Terms") and the engagement letter (the "Letter") incorporating the Terms (the Terms and Letter are hereinafter collectively referred to as the "Agreement"), entered into by and between RubinBrown LLP ("RubinBrown") and Client, set forth the terms and conditions of RubinBrown's engagement with Client (the "Engagement"). These Terms shall also apply to any additional work that Client requests RubinBrown to perform unless a separate engagement letter is entered into by and between RubinBrown and Client for such additional work.

Agreed Upon Scope of Work. RubinBrown shall be obligated only for the services, work product and deliverables specified in the Letter, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. Unless expressly provided for in the Letter, RubinBrown's services do not include giving testimony, appearing or participating in discovery proceedings, administrative hearings, court, or other legal or regulatory inquiries or proceedings and, in the event RubinBrown later agrees to perform such services, RubinBrown will charge and Client shall pay Rubin Brown's customary fee for such services.

Cooperation and Participation. While RubinBrown may from time to time suggest various options that may be available to Client and further give its professional evaluation of each of these options, Client must make the ultimate decision as to which, if any, of these options to implement. Client shall be solely responsible for applying independent business judgment with respect to RubinBrown's services, work product and/or deliverables (including decisions regarding implementation or other further course(s) of action) and shall be solely and exclusively responsible for such decisions. RubinBrown shall be entitled to rely on all decisions and approvals of Client (and its counsel). Although RubinBrown will endeavor to be alert to any incorrect or missing data and plans to apply its normal diligence in this regard, except as specifically provided in the Letter, RubinBrown shall be entitled to rely on the accuracy and completeness of all information provided by Client.

Access to Resources and Information. Unless specified herein as the responsibility of RubinBrown to provide, Client shall obtain for RubinBrown, on a timely basis, any internal and third-party permissions, licenses or approvals that are required for RubinBrown to perform the services contemplated hereunder (including the use of any necessary software or data). Client shall also provide RubinBrown with such information, signoffs and assistance as may be necessary for RubinBrown to perform the Engagement or as RubinBrown may reasonably request.

Record Retention. Pursuant to RubinBrown's record retention policy, at the conclusion of this Engagement, RubinBrown may retain copies of the records supplied to RubinBrown by Client and RubinBrown will return all such original records to the Client. The records and files retained by RubinBrown are RubinBrown's property and are not a substitute for the Client's own records. Client shall be responsible for retaining and maintaining records of its operations and records required to backup and support the Client's financial reports and tax returns. RubinBrown will destroy Client files and all pertinent work papers after a retention period of seven years, after which time these items will no longer be available. In addition, catastrophic events or physical deterioration may result in RubinBrown's records being unavailable.

Confidentiality. RubinBrown shall maintain the confidentiality of Client information, which is of a confidential nature, using the same degree of care it uses in maintaining its own confidential information. If access to, or disclosure of, any such confidential information in RubinBrown's possession is sought by a third party, RubinBrown will notify Client of such action, tender to Client any defense responding to such request, and cooperate with Client concerning RubinBrown's response thereto. In the course of providing professional services to Client in connection with this engagement, RubinBrown may require the assistance of third parties with specialized capabilities or expertise. RubinBrown enters into confidentiality agreements with such third party service providers to ensure that confidential information of its clients is fully protected from loss or misuse; moreover, RubinBrown has the right to review the practices and procedures of such third party providers to ensure compliance with the terms of those confidentiality agreements. In the event RubinBrown is unable to secure an appropriate confidentiality agreement, Client will be asked to provide its consent prior to the sharing of its confidential information with the third-party service provider.

Client shall at no time disclose any of RubinBrown's services, work product, deliverables and other confidential material, or RubinBrown's role in the Engagement, to any third party (except to a government agency, to the extent such filing is an agreed objective of the Agreement, or as otherwise legally compelled) without RubinBrown's prior written consent in each case. Client's use of RubinBrown's services, work product or deliverables hereunder (except for copies of filed tax returns) shall in any event be restricted to the stated purpose, if any, in the Letter and otherwise to Client's internal business use only. Client and RubinBrown each retains the right in any event to use the ideas, concepts, techniques, industry data and know-how used or developed in the course of the Engagement. Except as instructed otherwise in writing, each party may assume that the other approves of properly addressed fax, email (including email exchanged via Internet media) and voicemail communication of both sensitive and non-sensitive documents and other communications concerning the Engagement, as well as other means of communication used or accepted by the other.

Notwithstanding anything herein to the contrary, (i) no restriction in the Agreement is intended to be nor shall be construed as a condition of confidentiality as such term is used in IRC §§ 6011, 6111 and 6112 and the regulations thereunder or in §10.35 of IRS Circular 230, and (ii) Client has RubinBrown's authorization to disclose to any and all persons, without limitation of any kind, any entity, plan, arrangement or transaction (including every aspect thereof) with respect to which RubinBrown, in connection with the Agreement does or is required to introduce, recommend, give advice, or otherwise provide consultation or services, it being Client's duty to ascertain whether any further authorization is needed from any other person.

RubinBrown is required to comply with certain peer review requirements in order to maintain its professional licensing. In complying with these peer review requirements certain confidential information may be disclosed to the reviewer. These peer reviews are only conducted by other qualified professionals who are subject to maintaining the confidentiality of information disclosed in the course of the review. Client acknowledges that these confidential disclosures by RubinBrown are not a violation of RubinBrown's obligation to maintain the confidentiality of information.

Taxpayer Confidentiality Privileges: Use of Counsel. The parties acknowledge that certain documents and other communications involving and/or disclosed to or by RubinBrown may be subject to one or more claims of privilege by or on behalf of Client (e.g., the attorney-client privilege, the IRC SEC 7525 tax advisory privilege, etc.). Although Client is solely responsible for managing the recognition, establishment and maintenance (e.g., possible waiver) of these possible protections (and for involving legal counsel as it deems necessary), RubinBrown shall cooperate with Client's reasonable written instructions regarding such privileges.

Management Dishonesty. While RubinBrown will advise Client if RubinBrown discovers errors or irregularities, Client understands and agrees that Client cannot rely on RubinBrown to detect employee or management dishonesty, including, without limitation, embezzlement, unless specifically set forth in the Letter.

External Factors; Standards of Performance. Client acknowledges that the Engagement will involve analysis, judgment and other performance from time to time in a context where the participation of Client or others is necessary, where answers are often uncertain or unverifiable in advance and where facts and available information change with time. Accordingly, evaluation of RubinBrown's performance of its obligations shall be based solely on its substantial conformance with any standards or specifications expressly set forth in the Agreement and all applicable professional standards, any such nonconformance (and applicability) to be clearly and convincingly shown. If there are any changes in the relevant laws, regulations, industry, market conditions or other circumstances, including in the Client's own business practices, RubinBrown has no responsibility to advise Client of any such changes and Client acknowledges the need for it to re-evaluate RubinBrown's preceding services, work product and deliverables. RubinBrown reserves the right, in whole or in part, to decline to perform certain tasks or withdraw from the Engagement entirely if information comes to RubinBrown's attention indicating that performing such tasks could cause RubinBrown to be in violation of any applicable law, regulations or standards, to be in a conflict of interest or to suffer reputational damage.

Limitation of Liability. The liability of RubinBrown (including its partners, employees, agents and affiliated companies) to Client for any claim or damages (including but not limited to incidental, special, exemplary, punitive or consequential), whether in contract, tort (including but not limited to RubinBrown's NEGLIGENCE, but excluding RubinBrown's gross negligence and intentional/willful torts), strict liability or otherwise, arising out of, connected with, or resulting from RubinBrown's services, work product or deliverables or the Engagement generally, shall not exceed all fees related to the Engagement paid by Client to RubinBrown, even if RubinBrown has been advised of the possibility of such claims or damages.

RubinBrown is an independent member of Baker Tilly International. Baker Tilly International Limited is a United Kingdom company. Each of the member firms is a separate and independent legal entity. Neither RubinBrown nor Baker Tilly International has any liability for each other's acts or omissions.

Indemnification. Client agrees to release, indemnify, and hold RubinBrown, its partners, officers, managers, personnel, agents, employees, affiliated companies, successors and assigns harmless from any liability and costs, including attorneys' fees, resulting from knowing misrepresentations by management of Client. Client's obligation to indemnify shall survive until such time as all claims against RubinBrown are legally barred under all applicable statutes of limitation.

Independent Contractor Status. Each party is an independent contractor with respect to the other and shall not be construed as having an employment, partnership, trustee or fiduciary relationship.

Assignments and Successors. Neither party may assign any of its rights or benefits under the Agreement without the prior written consent of the other party. Subject to the preceding sentence, the Agreement will apply to, be binding in all respects upon, and inure to the benefit of the permitted successors, assigns and legal representatives of the parties. Notwithstanding the foregoing, RubinBrown may authorize and allow its affiliates and contractors to assist in performing the Engagement and to share in RubinBrown's rights hereunder, provided any such party shall commit (as applicable) to be bound by the restrictions set forth in the Agreement.

Affiliates. If the Letter provides that RubinBrown's services, work product or deliverables may pertain not only to Client but also to a parent, subsidiaries, affiliates, advisors, contractors, family members, related trusts, partnerships, partners, estates or foundations, Client shall, as may be requested by RubinBrown from time to time (including subsequent to completion of the Engagement), obtain written confirmation of their agreement to the terms of the Agreement.

No Third Party Rights. Unless specifically set forth in the Letter, nothing expressed or referred to in the Agreement will be construed to give any person, other than the parties to the Agreement, any legal or equitable right, remedy, claim, benefit, priority or interest under or with respect to the Agreement or any provision of the Agreement. Except as specifically provided in the Letter, the Agreement and any services, work product or other deliverables hereunder are for the sole and exclusive benefit of the Client and its permitted successors and assigns and shall not be disclosed or disseminated to third parties or used for any purpose, other than those purposes specifically set forth in the Letter, without RubinBrown's prior written consent.

Mediation. If Client is dissatisfied with the quality or timeliness of RubinBrown's services, or believes such services were in any way negligently performed, Client agrees to promptly notify RubinBrown in writing of its dissatisfaction and specifically set forth its complaints. If the parties are unable to resolve their differences within thirty (30) days after RubinBrown's receipt of Client's written notice, it is agreed that either party may invoke the services of an impartial mediator under the auspices of the commercial mediation rules of the American Arbitration Association, United States Arbitration and Mediation Service, or any other national neutral mediation service, at the election of the party who first requests mediation. It is agreed that no claim pertaining to the quality or timeliness and/or alleged negligence of RubinBrown's provided services shall be arbitrated unless the foregoing procedures have first been followed and the mediator fails to settle the claim within thirty (30) days after the mediation process has concluded.

Binding Arbitration. The parties agree that any and all disputes between them in any way concerning the services provided by RubinBrown pursuant to the Agreement or the business relationship between the parties arising out of the Engagement shall be committed to binding arbitration before the American Arbitration Association ("AAA") and shall be conducted in accordance with the AAA's Commercial Arbitration Rules then in effect, as modified by the provisions stated herein. The location of the arbitration shall be in the St. Louis metropolitan area. The parties shall select one arbitrator, unless the amount of any demand or counterclaim in the arbitration shall be \$750,000 or more, in which case the parties shall select three arbitrators. The parties shall have the right to conduct discovery in the arbitration consistent with that discovery permitted by the Federal Rules of Civil Procedure, with the arbitrator(s) to decide any discovery disputes. All proceedings conducted in the arbitration shall be strictly confidential. The award of the arbitrator(s) shall be final, and may be confirmed by the parties in the St. Louis County Circuit Court, or in the United States District Court for the Eastern District of Missouri.

Governing Law. The Agreement, including its formation, the parties' respective rights and duties and all disputes that might arise from or in connection with the Agreement or its subject matter, shall be governed by and construed in accordance with the laws of Missouri, without giving effect to conflicts of laws rules.

Attorneys' Fees and Costs. In connection with any legal action, arbitration or litigation arising from or in connection with the Agreement or its subject matter, the prevailing party shall be entitled to recover, subject to the damage limitations set forth in the Agreement, all costs incurred by such party in furtherance of such legal action, arbitration or litigation, including reasonable attorney's fees.

Construction. To the extent any apparent or actual contradiction may exist when construing or interpreting the contents of the Letter and the Terms, the Terms shall control and supersede any statement contained in the Letter, unless expressly stated otherwise in the provision or portion of the Letter or Terms at issue.

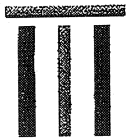
Waivers. Neither the failure nor any delay by any party in exercising any right, power or privilege under the Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

Entire Agreement and Modification. The Agreement supersedes all prior agreements, arrangements and communications between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. The Agreement may not be modified or amended except by the mutual written agreement of both parties.

Severability. If any arbitrator or court of competent jurisdiction holds any provision of the Agreement invalid or unenforceable, the other provisions of the Agreement will remain in full force and effect. Any provision of the Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

Headings. The headings of paragraphs contained in the Agreement are provided for convenience only. They form no part of the Agreement and shall not affect its construction or interpretation.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.**



WEAVER
AND
TIDWELL

L.L.P.

CERTIFIED PUBLIC
ACCOUNTANTS
AND CONSULTANTS

To the Partners of
RubinBrown LLP
and the Center for Public Company Audit Firms Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of RubinBrown LLP (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2007. The firm's accounting and auditing practice applicable to SEC issuers was not reviewed by us since the Public Company Accounting Oversight Board (PCAOB) is responsible for inspecting that portion of the firm's accounting and auditing practice in accordance with PCAOB requirements. A system of quality control encompasses the firm's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of complying with professional standards. The elements of quality control are described in the Statements on Quality Control Standards issued by the American Institute of Certified Public Accountants (the AICPA). The design of the system, and compliance with it, are the responsibilities of the firm. Our responsibility is to express an opinion on the design of the system, and the firm's compliance with that system based on our review.

Our review was conducted in accordance with standards established by the Peer Review Committee of the Center for Public Company Audit Firms and included procedures to plan and perform the review that are summarized in the attached description of the peer review process. Our review would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it since it was based on selective tests. Because there are inherent limitations in the effectiveness of any system of quality control, departures from the system may occur and not be detected. Also, projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control for the accounting and auditing practice applicable to non-SEC issuers of RubinBrown LLP in effect for the year ended May 31, 2007, has been designed to meet the requirements of the quality control standards for an accounting and auditing practice established by the AICPA, and was complied with during the year then ended to provide the firm with reasonable assurance of complying with professional standards.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Fort Worth, Texas
October 25, 2007

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Fort Worth, Texas 76102-2000
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AN INDEPENDENT MEMBER OF
BAKER TILLY
INTERNATIONAL

DALLAS

OFFICES IN
FORT WORTH

HOUSTON

SAINT LOUIS PUBLIC SCHOOLS

Date: August 20, 2009

To: Kelvin R. Adams, Ph.D.

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

Agenda Item: 09-22-09-03

Information: ☐

Conference: ☐

Action: ☒

Subject:

Curators of the University of Missouri - Regional Institute of Tutorial Education will serve as a 3rd party contractor for the hiring, recruitment and training of AVID Tutors from September 24, 2009 - June 30, 2010 at a cost not to exceed \$130,000.00.

Background:

AVID, Advancement Via Individual Determination, supports the district reform initiative to increase the number of students attending college and taking AP Courses. AVID ensures that the least served students in the middle will succeed with tutorial support and college preparation from the AVID Curriculum.

W- Writing (Cornell Notes, quick writes)

I-Inquiry (Socratic Seminars, Skilled Questioning, thinking activities)

C- Collaboration (Study groups, projects, service learning)

R-Reading (Vocabulary Building, SQ3R)

AVID tutors are needed to sustain the tutorial support as specified in the grant, Advanced Placement Incentive Program.

CSIP Page 10 Item 3

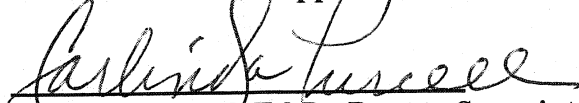
MSIP Link 9.4.1

Funding Source :299-2331-802-QI-299-6319

Requisition No. 10114484

Cost not to exceed: \$130,000.00

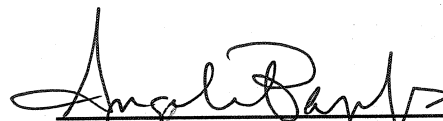
Recommendation: Approval



Carlinda Purcell, Ed.D., Deputy Superintendent

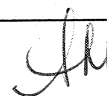


Enos Moss
CFO / Treasurer



Angie Banks, Interim Budget
Director

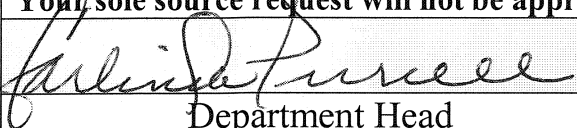
Kelvin R. Adams, Ph.D.
Superintendent



WBS
8/21/09



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: John Niemeyer	Date: August 17, 2009
Department / School: AP/AVID	Phone Number: (314) 345-2363
<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)	
AVID Tutors will provide tutorial support for 20 AVID sites. The University Missouri – St. Louis on behalf of the Regional Institute of Tutorial Education will serve as the 3 rd party contractor.	
Vendor Name: Curators of the University of Missouri on behalf of the University of Missouri – St. Louis (RITE)	Email: <u>cochranju@msx.umsl.edu</u> <u>ginny@umsl.edu</u>
Vendor Contact: Dr. Judith Cochran Virginia Schodroski	Phone Number (314) 516-7268 (Cochran) (314) 516-5897 (Schodroski)
Justification Information	
1. Why the uniquely specified goods are required?	
The E. Desmond Institute of Tutorial Education which has existed for a decade is the only one of its kind and will provide assistance in recruitment, training and process the payroll for AVID tutors.	
2. Why good or services available from other vendors /competitors are not acceptable?	
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:	
	8/21/09-
Department Head	Date
CFO	Date
Superintendent	Date

Requisition #: _____

Vendor #: _____

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

Curators of the University of Missouri on behalf of the University of Missouri-St.
Louis, RITE (Regional Institute of Tutorial Education).

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 14th day of September 2009 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and the **Curators of the University of Missouri on behalf of the University of Missouri-St. Louis (RITE)** (hereinafter "Consultant"). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 43-6003859

Address: One University Boulevard

Contact Person: Dr. Judith Cochran

Telephone Number: 314 - 516-7302

WHEREAS, the District is in need of certain consulting services and has selected the Consultant to provide such services; A 3rd party contractor, UMSL Regional Institute of Tutorial Education will provide management and consulting services for AVID Tutors located in the City of St. Louis for:

High Schools: Beaumont, Carnahan, Cleveland NJROTC, Clyde C. Miller, Gateway IT, Roosevelt, Soldan, Sumner, Vashon

Middle School: Busch AAA, Bunche, Compton Drew, Fanning, Gateway, L'Ouverture, Langston, Long, McKinley, Stevens, Yeatman-Liddell

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 24th Day of September 2009, and shall complete performance to the satisfaction of the District, as herein determined, no later than the 30th Day of June 2010.

2. **SCOPE OF SERVICES:** The Consultant shall provide services described more fully in Attachment “A” Scope of Services attached hereto, incorporated herein, and made a part of this Agreement (“Scope of Services” or “Services”).

Scope of Services

1. Process applications in a timely manner, 4 weeks
 2. Recruit AVID Tutors
 3. Provide assistance with Tutorial Training
 4. Process timesheets for payroll
 5. On site supervision of AVID tutors
 6. Administration fee of 5%
3. **PERFORMANCE:** The Consultant agrees to perform the Services set forth herein in Attachment “A” in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of Consultant’s work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Consultant of this responsibility
4. **COMPENSATION:** This is a Cost Reimbursable contract. The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of **\$130,000.00** upon full completion of services outlined in the scope of services.

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

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

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** To the extent permitted by Missouri law and without waiving sovereign immunity the 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. Contractor may satisfy the obligations of this paragraph through a program of self-insurance. In that event, the Board acknowledges that there would be no policy on which to be included as an additional insured. 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) 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 John Niemeyer, 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:

The Curators of the University of Missouri on
behalf of the University of Missouri St. Louis
1 University Blvd., 341 Woods Hall
St. Louis, MO 63121-4400
* 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.

**CURATORS OF THE UNIVERSITY OF
MISSOURI ON BEHALF OF THE
UNIVERSITY OF MISSOURI –STLOUIS
ONE UNIVERSITY BOULEVARD
ST. LOUIS, MO 63121-4400**

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

By:_____

By:_____

Title: Nasser Arshadi, V. Provost for Research

Title:_____

Date:_____

Date:_____

Tax I.D. No 43-6003859

ATTACHMENT A

SCOPE OF SERVICES

1. Process applications in a timely manner, 4 weeks
2. Recruit AVID Tutors
3. Provide assistance with Tutorial Training
4. Process timesheets for payroll
5. On site supervision of AVID Tutors
6. Administrative fee of 5%

☒ **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.

Salary, benefits including appropriate taxes of tutors, supervisors, and administrative personnel.

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: Curators of the University of Missouri

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 The University of Missouri –St. Louis (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 hired since enrollment in the Federal Work Authorization Program that will work 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 Curators of the Univerity of Missouri on behalf of the University of Missouri – St. Louis (company name)

Title: _____

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

NOTARY PUBLIC

My commission expires:

University of Missouri - St. Louis

E. Desmond Lee Regional Institute of Tutorial Education


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OPPORTUNITIES](#)[RITE LIBRARY](#)[CONTACT US](#)

Vision

The E. Desmond Lee Regional Institute of Tutorial Education was founded in 1997-98 to reach students who need assistance academically and socially outside of school to achieve their full potential. RITE is a collaborative of six St. Louis universities and of the finest youth service organizations and schools in St. Louis. The Institute works to strengthen tutoring services available to youth in the St. Louis area. Tutors and mentors who work with under-served youth can access RITE tutoring materials, training, technical and mentoring support, educational units and staff.

RITE was developed under the vision of E. Desmond Lee. His vision was 'for a community to work together to meet its own challenges.'

"Underserved children will be supported in resources, volunteer training, program and materials assessment and curriculum needs through the collaboration of institute universities and agencies."

RITE Program Director

Judith A. Cochran, Ph.D., was appointed as E. Desmond Lee Endowed Professor of Tutorial Education to direct the RITE Collaborative. Dr. Cochran is a tenured Professor of Education at the University of Missouri-St. Louis. She holds a Bachelor of Arts from the University of Colorado, a Master's from the University of California at Los Angeles, and a Ph.D. from Arizona State University. She was awarded two international Fulbright Senior Lectureships in Education and Teaching English as a Second Language, published five books and more than 30 articles on urban children, reading, and education.

RITE Program • One University Blvd • 226A South Campus Classroom Building • St. Louis, MO 63121 • 314-516-7268

University of Missouri - St. Louis

E. Desmond Lee Regional Institute of Tutorial Education
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RITE HOME**ABOUT THE PROGRAM****CERTIFICATION****TRAINING
OPPORTUNITIES****RITE LIBRARY****CONTACT US****RITE Partners**

Annie Malone Children and Family Services Center
 Boys and Girls Club of St. Charles
 AmeriCorps St. Louis
 Fontbonne University
 Girls Incorporated
 Harris Stowe State College
 Herbert Hoover Boys and Girls Club
 Maryville University
 Mathews Dickey Boys and Girls Club Mathews Dickey
 St. Louis County Housing Authority
 St. Louis Public School District
 Gear-Up
 Normandy Public School District
 St. Louis University
 University of Missouri-St. Louis
 Washington University
 Webster University
 YMCA of Metropolitan St. Louis

Other Links of Interest**Successful non-school tutor and mentor programs****National School Age Care Alliance**

For after school and school-age care professionals and volunteers.

Missouri School Age Care Coalition

Missouri's state arm of NSACA. Links include great after school ideas, lesson plans, crafts, physical education, holiday themes.

St. Louis Metro Area Youth Advocacy Groups**Kid Cares****ActionFactor**

Dr Myrna Ross Gifford's page of "Active Learning Alternatives". Myrna is a favorite RITE trainer, and has a wealth of resources for active learners. One offering is a 3-volume set of songs designed to reinforce the entire scope and sequence of phonics concepts for children in pre-school through fourth grade. Sing Your Way Through Phonics Teaching Units are available on CD or audio cassette. E-mail Myrna at: actionfactor@aol.com

Tutor Becomes A Teacher

From AVID Newsletter, Spring 2008

**AVID Tutor
Jeanne Patrick**



About a year and a half ago, I was a college student searching for ways to get involved and make a positive difference in the St. Louis Public School system. I was told one way to do so was to become a tutor for AVID. As a pre-service science teacher committed to urban education, AVID seemed to be a good way for me to work with students before I could actually teach in the classroom. I thought, perhaps naively, that getting involved would just allow me to help students succeed. What I didn't realize is that AVID would also help me. I have made connections with like-minded individuals and have learned about the many great schools and people in this district. Tutoring has helped me prepare for my career in the classroom. Most importantly, the relationships I have made with the students, the teachers, and other tutors are invaluable to me. After spending a semester tutoring at Gateway High School, I knew that I would love to student-teach there next year. The high school has great kids, helpful teachers, and of course, a focused science curriculum. I requested and received approval to complete my internship and student-teaching at Gateway High School. I wouldn't be in the place I am now without my tutoring experience, and I am proud and grateful to be a part of the AVID family.

Date: August 20, 2009

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

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

Agenda Item 09-22-09-04

Information: _____

Conference: _____

Action: _____

Subject: This is a request for the Special Administrative Board to approve and accept funds for 21st Century Community Learning Centers/After School Programs beginning September 14, 2009 – May 7, 2010 in an amount not to exceed \$787,350.

Background: The 21st Century Community Learning Program is a five-year grant funded by the Missouri Department of Elementary and Secondary Education. The program has as its primary goal to provide students in grades K-8 and their families with skills, resources and support that will enable young people to significantly increase their academic performance and development, as well as practice and internalize responsible decision making skills regarding drug use and violence; skills that will serve as the foundation for success in schools as well as in life.

As a result of the program, students will significantly increase their academic performance, engage in reduced violence and drug related activities and improve their school attendance. Parents and family members will increase their skills and resources for supporting the academic needs of their children, increase their involvement in school related activities, increase awareness of extra-curricular and summer activities for youth available in the neighborhoods and community and develop a new understanding of the important link between success in school and in life.

Amount of request:	Bunche and Carr Lane	\$262,450
	Cole and Henry	\$262,450
	Ames and Hickey	\$262,450

CSIP 7.6.1

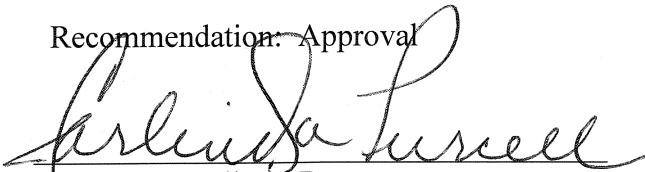
MSIP 7.6

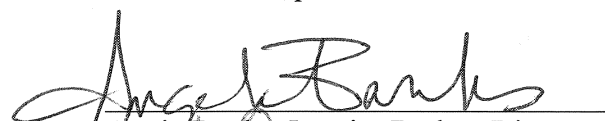
Background Funding Source: 21st Century Community Learning Centers

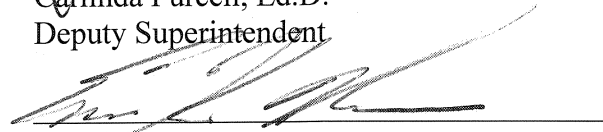
Cost Not to Exceed: \$787,350.00

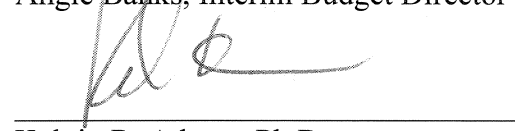
Recommendation: Approval

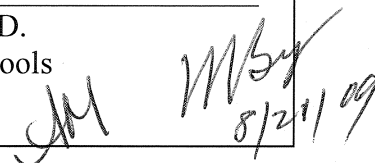
Requisition No.


Carlinda Purcell, Ed.D.
Deputy Superintendent


Angie Banks, Interim Budget Director


Enos Moss
Chief Financial Officer/Treasurer


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


8/21/09

King, Judith G.

From: Reed, James [James.Reed@dese.mo.gov]

Sent: Wednesday, August 05, 2009 1:51 PM

To: Alma Stipp; Alvin Elbert; Autumn Page; Brandy Cunningham; Brett Barth-Fagan; Charity Williams; cindy campbell; crystal seward; Dale Miller; David Dillard; David Geurin; debbie; Deborah Moore; Dennis Brazeal; Edward Marquez; Erica Holliam; Erica Smith; Gerald Landewee; Gwendolyn Diggs; Heath Halley; heather; Jan Cox; Jim Rich; King, Judith G.; k_dcross(at)yahoo.com; Kara Dameron; Laura Lambrix; Leah Wiggs; Linda Gray Smith; RIEKES, LINDA; Lisa Puller; Mary Jo Jensen; moriel; olin; Pam Little; parton; pat; Patricia Phillips; Peggy Riggs; R.H. McCoin; Ragen Mize; Ray Aubuchon; rebecca; rebecca henson; rhonda; Robin Gierer; Russ Moreland; Russell Leek; sarah long; Scott Smith; Selina Oconner; Shannon Snow; Shelley Jokerst; Sherry Comer; Susan Gettys; T.J. Bransfield; tami; theresa; tina; Tina Townsend; twinpikeymca(at)sbcglobal.net; wes davis; Jason Acklin

Cc: Adriene Caton; Angelina Gardner; angrela; April; Cheryle Martin; Diane Covall; Emily Rapp; Harry; Jeff Buehler; Judy Duden; Kay Lewis; Tim Fowler

Subject: 21st CCLC Approval

DESE has received and reviewed your 21st CCLC contract renewal for the 2009-2010 school year (21stCCLC0708-YR3). This email will serve as notice that you have been substantially approved for programming effective July 1, 2009 through June 30, 2010. The official award letter from the Department including your approved budget is forthcoming.

Please remember that DESE can't make advanced payments and that you should refer to the payment schedule for submission of invoices for reimbursement of verifiable expenditures. All expenditures must be for services or purchases on or after July 1, 2009 and must conclude on or before June 30, 2010 (please remember that you will not be approved for any budget items originally not approved during year one or two).

We at DESE look forward to working with you in providing quality before and afterschool programming to children in Missouri.

Jimmy Reed
Supervisor, Community Education
Department of Elementary and Secondary Education
(573) 526-3961
(573) 526-4261 fax

8/18/2009



**STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
Renewal Request Form**

RENEWAL NUMBER: 21stCCLC0708-YR3

CONTACT PERSON: Kim Wolf
PHONE NUMBER: (573) 522-2627
E-Mail: kim.wolf@dese.mo.gov

TITLE: 21st Century Community Learning Centers (21st CCLC)/Afterschool Program – Year Three Renewal

ISSUE DATE: Wednesday, May 13, 2009

RENEWAL REQUEST FORM DUE NO LATER THAN: Friday, June 12, 2009 @ 3:00 p.m. Central Time (**must be received in our office – not postmarked**).

MAILING INSTRUCTIONS: Print or type **Renewal Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposal must be in the office by the return date and time.

RETURN RENEWAL TO:

MAILING ADDRESS (U.S. Mail):

**21st CCLC/AFTERSCHOOL PROGRAM
COMMUNITY EDUCATION
DEPT OF ELEMENTARY AND SECONDARY ED
P.O. BOX 480
JEFFERSON CITY MO 65102-0480**

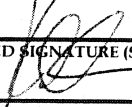
STREET ADDRESS (Courier Service):

**21st CCLC/AFTERSCHOOL PROGRAM
COMMUNITY EDUCATION
DEPT OF ELEMENTARY AND SECONDARY ED
205 JEFFERSON STREET (5TH FLOOR)
JEFFERSON CITY MO 65101**

RENEWAL PERIOD: July 1, 2009 - June 30, 2010

The grantee hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions IFB. The grantee further agrees that the language of this IFB shall govern in the event of a conflict with his/her proposal. The grantee further agrees that upon receipt of an authorized purchase order from the DESE or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the grantee and the DESE.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE (Superintendent) 		DATE 6/5/09
PRINTED NAME (Include Dr., Mr., Mrs., Ms., or Miss) Dr. Kelvin Adams		TITLE Superintendent
ORGANIZATION NAME (if different than district name)		FEDERAL EMPLOYER ID NO. or/DISTRICT CODE (for schools only) 115-115
MAILING ADDRESS 801 North 11th Street		COUNTY
CITY, STATE, ZIP St. Louis, Missouri		PHONE NO. 314-345-2220
FAX NO. (314) 345-2261	E-MAIL ADDRESS Kelvin.Adams@slps.org	

NOTICE OF RENEWAL AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:	
TITLE Interim Commissioner of Education	DATE
TOTAL AMOUNT AWARDED:	

Contact Information

Applicant Name (name of school/organization/entity/etc. applying for funds) St. Louis Public Schools		
Primary Grant Contact Person Judith G. King	Title Project Coordinator After School Programs	Is this person the Program Coordinator (or other similar title)? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
District or Organization Name (for contact person) St. Louis Public Schools		
Mailing Address 801 North 11 th Street	Primary Grant Contact's E-mail Judith.King@slps.org	Phone 314-345-4409
City, State, and Zip St. Louis, Missouri 63101		Fax 314-34504482

Superintendent Information: (Non-schools will need to provide information pertaining to the school the students to be served are attending.) If the program has more than one school district, this page must be copied for each additional superintendent's information. Non-schools will need superintendent's signature. The signature means the superintendent agrees to the terms and conditions of the renewal application.

Superintendent Name Dr. Kelvin Adams	District Name St. Louis Public Schools
Signature of Superintendent (only of non-school applicants)	
Mailing Address 801 North 11 th Street	Phone 314-345-2220
City, State, and Zip St. Louis, Missouri 63101	Fax 314-345-2661

Site Information: (Complete one box for each site that will provide a 21st CCLC program.) If more than six sites, applicant may copy this page for additional sites and attach it directly behind this page.

Site Name
Cole Elementary
Site Director's Name
Judy Heard
Mailing Address
3935 Enright Avenue
City, State, and Zip
St. Louis, MO 63108
Phone
314-533-0894

Site Name
Site Director's Name
Mailing Address
City, State, and Zip
Phone

Site Name
Hickey Elementary School
Site Director's Name
Denise Ross
Mailing Address
3111 Cora Avenue
City, State, and Zip
St. Louis, Missouri 63115
Phone
314-383-2550

Site Name
Site Director's Name
Mailing Address
City, State, and Zip
Phone

Site Name
Site Director's Name
Mailing Address
City, State, and Zip
Phone

Site Name
Site Director's Name
Mailing Address
City, State, and Zip
Phone

Program Summary

Name of <i>each site</i> included in this renewal. (This is the location of where the program will actually take place; should be the same names as previous page.)	If this site is located within a school bldg/facility, provide the <u>building</u> grade levels (NOT the grades served).	List all grade levels proposed to be served at each site. (For the CCLC program)	Proposed average daily attendance at each site.	Urban (U) Or Rural (R) Or Suburban (S)	Name of the school/district attended during the regular school day of the students served by each site in this renewal.		
					District Name	School Name	Public or Prv. School
Cole Elementary School	Prek-5	K-5	45	U	St. Louis Public	Cole	Public
Hickey Elementary School	Prek-5	K-5	85	U	St. Louis Public	Hickey	Public

Specify the number of adult family members (of students served) the 21st CCLC program is proposing to serve (if multiple sites, give grand total) in year three: 178 families

Program Planning

Days of Operation:

Which date will the program begin and conclude during the regular school year?

Begin: 9 / 15
(month) (day)

Conclude: 5 / 14
(month) (day)

Will the program provide summer services? ☐ yes ☒ no

If yes, what date will summer programming be offered (state any differences among sites, if applicable):

Prior to the regular 2009-2010 school year beginning:

Following the regular 2009-2010 school year ending:

May ____, 2009 - May ____, 2009

May ____, 2010 - May ____, 2010

June ____, 2009 - June ____, 2009

June ____, 2010 - June ____, 2010

July ____, 2009 - July ____, 2009

August ____, 2009 - August ____, 2009

Hours of Operation:

Total # of hours program operates each week: 15 hours per week

Total # of days program operates each week: 5 days per week

Program Narrative

Has there been a change in any of the following? If yes, please attach on a separate piece of paper with a description of the change. Please label each additional page (i.e. if change in partners, please label additional page 'Partners').

Partners	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	Goals	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no
Schedule	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	Staff	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no
Community Need	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	Program Scope	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no
Evaluation	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	Target Audience	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no
Program Transportation	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	Proposed Services to Adult Family Members	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no
Proposed Services to Students	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	Resources	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no

Training and Professional Development:

List which training/conferences the applicant completed during year two (2008-2009):

Regional: Mixing in the Math

Date: November 5, 2008

State: MOSAC2

Date: November 14-16, 2009

National: Beyond School Hours

Date: February 11-14

Kids Care Center: St. Louis Public

Date: January 2009

Other: SLSP Regional Training

Date: November 22, 2009

Evaluation:

Identify the individual and/or organization that has agreed to serve as the evaluator for the program and briefly describe his/her/its qualifications and the school or business where they work.

Dr. Elizabeth Sale is a Research Associate Professor for the Missouri Institute of Mental Health at the University of Missouri-Columbia. She has over 20 years of experience as a program evaluator with a specific emphasis on programs for at-risk youth. For the past six years she has served as the lead evaluator for the St. Louis Public School 21st Century Community Learning Centers. She is currently the lead evaluator for the Hazelwood School District Safe Schools Healthy Student program and a statewide suicide prevention initiative for youth. She has extensive experience working on national evaluation projects and directed a survey research division at the University of Missouri-St. Louis. Dr. Sale received her doctorate from the University of Missouri-St. Louis in Public Policy.

When will year two (2008-2009) evaluations be completed? 08 / 30 / 09
month day year

Have year two (2008-2009) evaluations been submitted to the DESE? ☐ yes ☒ no

Budget and Sustainability Information

Please list the amount awarded for the 2008-2009 year: \$291,612

Please list the amount expended (grant funds only) for the 2008-2009 year: \$291,612

Please list the balance remaining: \$0

If any money was left unspent, please explain why and describe the steps to be taken this year to expend the dollars as awarded.

Will there be a fee schedule for year three? ☐ yes ☒ no. If yes, please explain fee amount(s):

Sustainability:

Cole – Cole partnerships with the RITE program at UMLS who assist in providing tutors to work with students at a nominal cost to the program. We are currently scheduling with Cardinal Ritter for the 09-10 school year to provide tutors to meet their need for community service and our need for tutors to assist students in academic success as well as providing mentoring opportunities for students. All staff working in 21st Century programs gives a minimum of 25 hours of in-kind service each year. Each paid partner gives 25 hours of in-kind service or works with an additional site for free. We are working with the advisory board to secure additional funding and services.

Hickey – Hickey currently works with AmeriCorps volunteers who assist in the after school programs daily. Those volunteers afford the program the opportunity to spend fewer funds on salaries and more on programming activities. Teachers at Hickey participate in the Kid Smart program which provided book bags and school supplies to all students and provide daily materials to use in classrooms during and after the school day. These donations significantly decreased the need for basic school supplies. Having personal supplies to use at home, encourages students to come to school and participate in daily activities. A partnership with the RITE program at UMLS will assist in providing tutors to work with students at a nominal cost to program. All staff working in 21st Century programs gives a minimum of 25 hours of in-kind service each year. Each paid partner gives 25 hours of in-kind service or works with an additional site for free. We are working with the advisory board to secure other resources. Hickey has the largest population of after school students in the district.

CCUMULATIVE BUDGET SUMMARY (complete for year three only)

Site Name: _Cole and Hickey Elementary Schools

Directions: List the “accumulative” amount in the year three column. In cases of multiple sites, applicant shall add all sites and only list the accumulative amount on this page. If any additional funds have been secured/in-kind for year three for implementation of this 21st CCLC program, you may (not required) list those amounts in the other funds column, if applicable. Amounts must be reasonable to the grant.

BUDGET CATEGORY	YEAR THREE Dollars Requested	MATCHING FUNDS
Salaries	\$ 157,896	\$
Benefits	Figured at <u>10%</u> \$ 15,790	\$
Travel and Transportation	\$ 35,474	\$
Supplies	\$ 3,000	\$
Equipment	\$ 0	\$
Professional Development (Training/Conferences)	\$6,825	\$
Purchased Services	\$ 23,100	\$
Other	\$ 0	\$
SUBTOTAL Direct Costs	\$ 242,084	\$
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at 7.76% \$ 20,366	\$
TOTAL (Direct Costs PLUS Indirect Costs)	\$ 262,450	\$

Itemized Budget (complete for year three only)

Site Name: Cole Elementary

Provide a detailed itemized budget for EACH site. In cases of multiple sites or if additional space is needed, copy this page; however, no substitute page designs or reformatting are allowed. Each page must be totaled with the grand total only provided on the first page.

BUDGET CATEGORY	EXPLANATION / DESCRIPTION	SINGLE PRICE	TOTAL PRICE
Salaries			
Site Coordinator	15 hrs @ 25/hr 10 hr wk x 40 weeks site coordination	\$ 10,000	\$ 10,000
Teachers	\$25.00 @ 3hours day x 5 days week x 35 x 4 Instr.	\$ 13,125	\$ 52,500
Teacher Assistances	12/hrX 3 hrs/day x 5 days X 35 weeks x 1.5 assist ant	\$6,300	\$ 9,450
Security	\$6998.00 Opening and closing building as needed for safety	\$6998	\$6998
Subtotal (Salaries)		\$ 36,423	\$ 78,948
Benefits			
	Coordinators 10% 10,000 x 1	\$1,000	\$1,000
	Teachers 10% 13,125 x 3.5	\$ 1,312.5	\$ 5,250
	Teacher Assistance 10% x 6,300 x 2	\$ 630	\$945
	Security 10% 6998	\$ 700	\$700
Subtotal (Benefits)		\$ 3,642	\$7,895
Travel and Transportation			
Local Mileage	60 miles/ 10 months X 48/mile Coordinators Travel	\$ 288	\$ 288
Daily	2 busses day \$43 x 5 days 34 weeks	\$ 7310	\$14,620
Saturday Bus	5 Saturdays @ 188.60 per bus @ 3 buses	\$ 943	\$ 2,829
Subtotal (Travel & Tran.)		\$ 8,541	\$ 17,737
Supplies			
	Instructional Supplies academic enrichment/consumables	\$ 1,500	\$ 1,500
Subtotal (Supplies)		\$ 1,500	\$ 1,500
Equipment			
Subtotal (Equipment)		\$ 0	\$ 0
Professional Development (Training/Conferences)	(additional professional development of next page		
Regional training	1 trips x 200	\$200	\$200
State training	2 trips x 350	\$350	\$350
Subtotal (Prof. Dev.)	Total from both pages	\$ 2,680.50	\$ 3,412
Purchased Services			
External Evaluator	14 days X 200.00 per day	\$ 2,800	\$ 2,800
Other Service Providers	20 events x 377 academic enrichment	\$7,540	\$ 7,540
Subtotal (Purchased Services)	Total from both pages	\$ 10,340	\$ 11,550
Other		\$ 0	\$ 0
Subtotal (Other)		\$ 0	\$ 0
SUBTOTAL (Direct Costs)	TOTAL OF DIRECT COSTS (Above Categories)	\$ 63,126.50	\$ 121,042
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at 7.75%	\$ 10,183	\$ 10,183
GRAND TOTAL	GRAND TOTAL (Direct Costs PLUS Indirect Costs)	\$ 73,309.50	\$ 131,225

Itemized Budget (complete for year three only)

Site Name: Cole

Provide a detailed itemized budget for EACH site. In cases of multiple sites or if additional space is needed, copy this page; however, no substitute page designs or reformatting are allowed. Each page must be totaled with the grand total only provided on the first page.

BUDGET CATEGORY	EXPLANATION / DESCRIPTION	SINGLE PRICE	TOTAL PRICE
Salaries			
Subtotal (Salaries)		\$	\$
Benefits			
Subtotal (Benefits)		\$	\$
Travel and Transportation			
Subtotal (Travel & Tran.)		\$	\$
Supplies			
Subtotal (Supplies)		\$	\$
Equipment			
Subtotal (Equipment)		\$	\$
Professional Development (Training/Conferences)			
National training	1 trips X \$1500	\$ 1500	\$ 1500
Regional directors meeting	1 trips x \$150	\$ 150	\$ 150
Fall Kids Care training	1 trips x \$ 150	\$ 150	\$ 150
Staff professional training SLPS	25 persons@ 30.50 partner with SL4Kids	\$ 30.50	\$ 762.50
Site training	15 persons flat fee additional training at school sites 3 trainings	\$300	\$300
Subtotal (Prof. Dev.)		\$ 2,130.50	\$ 2,562.50
Purchased Services			
The Black Rep	1 performance x 600 per site	\$ 600	\$ 600
Springboard	1 performance x 600 per site	\$ 610	\$ 610
Subtotal (Purchased Services)		\$ 10,340	\$ 10,340
Other		\$	\$
Subtotal (Other)		\$	\$
SUBTOTAL (Direct Costs)	TOTAL OF DIRECT COSTS (Above Categories)	\$ 15,033	\$ 13,902.50
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at _____ %	\$	\$
GRAND TOTAL	GRAND TOTAL (Direct Costs PLUS Indirect Costs)	\$	\$

Itemized Budget (complete for year three only)

Site Name: Hickey

Provide a detailed itemized budget for EACH site. In cases of multiple sites or if additional space is needed, copy this page; however, no substitute page designs or reformatting are allowed. Each page must be totaled with the grand total only provided on the first page.

BUDGET CATEGORY	EXPLANATION / DESCRIPTION	SINGLE PRICE	TOTAL PRICE
Salaries			
Site Coordinator	15 hrs @ 25/hr 10 hr wk x 40 weeks site coordination	\$ 10,000	\$ 10,000
Teachers	\$25.00 @ 3hours day x 5 days week x 35 x 4 Instr.	\$ 13,125	\$ 52,500
Teacher Assistances	12/hrX 3 hrs/day x 5 days X 35 weeks x 1.5 assist ant	\$6,300	\$ 9,450
Security	\$6998.00 Opening and closing building as needed for safety	\$6998	\$6998
Subtotal (Salaries)		\$ 36,423	\$ 78,948
Benefits			
	Coordinators 10% 10,000 x 1	\$1,000	\$1,000
	Teachers 10% 13,125 x 3.5	\$ 1,312.5	\$ 5,250
	Teacher Assistance 10% x 6,300 x 2	\$ 630	\$945
	Security 10% 6998	\$ 700	\$700
Subtotal (Benefits)		\$ 3,642	\$7,895
Travel and Transportation			
Local Mileage	60 miles/ 10 months X 48/mile Coordinators Travel	\$ 288	\$ 288
Daily	2 busses day \$43 x 5 days 34 weeks	\$ 7310	\$14,620
Saturday Bus	5 Saturdays @ 188.60 per bus @ 3 buses	\$ 943	\$ 2,829
Subtotal (Travel & Tran.)		\$ 8,541	\$ 17,737
Supplies			
	Instructional Supplies academic enrichment/consumables	\$ 1,500	\$ 1,500
Subtotal (Supplies)		\$ 1,500	\$ 1,500
Equipment			
Subtotal (Equipment)		\$ 0	\$ 0
Professional Development (Training/Conferences)	(additional professional development of next page)		
Regional training	1 trips x 200	\$200	\$200
State training	2 trips x 350	\$350	\$350
Subtotal (Prof. Dev.)	Total from both pages	\$ 2,680.50	\$ 3,412
Purchased Services			
External Evaluator	14 days X 200.00 per day	\$ 2,800	\$ 2,800
Other Service Providers	20 events x 377 academic enrichment	\$7,540	\$ 7,540
Subtotal (Purchased Services)	Total from both pages	\$ 10,340	\$ 11,550
Other		\$ 0	\$ 0
Subtotal (Other)		\$ 0	\$ 0
SUBTOTAL (Direct Costs)	TOTAL OF DIRECT COSTS (Above Categories)	\$ 63,126.50	\$ 121,042
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at 7.75%	\$ 10,183	\$ 10,183
GRAND TOTAL	GRAND TOTAL (Direct Costs PLUS Indirect Costs)	\$ 73,309.50	\$ 131,225

Itemized Budget (complete for year three only)

Site Name: Hickey

Provide a detailed itemized budget for EACH site. In cases of multiple sites or if additional space is needed, copy this page; however, no substitute page designs or reformatting are allowed. Each page must be totaled with the grand total only provided on the first page.

BUDGET CATEGORY	EXPLANATION / DESCRIPTION	SINGLE PRICE	TOTAL PRICE
Salaries			
Subtotal (Salaries)		\$	\$
Benefits			
Subtotal (Benefits)		\$	\$
Travel and Transportation			
Subtotal (Travel & Tran.)		\$	\$
Supplies			
Subtotal (Supplies)		\$	\$
Equipment			
Subtotal (Equipment)		\$	\$
Professional Development (Training/Conferences)			
National training	1 trips X \$1500	\$ 1500	\$ 1500
Regional directors meeting	1 trips x \$150	\$ 150	\$ 150
Fall Kids Care training	1 trips x \$ 150	\$ 150	\$ 150
Staff professional training SLPS	25 persons@ 30.50 partner with SL4Kids	\$ 30.50	\$ 762.50
Site training	5 persons flat fee additional training at school sites 3 trainings	\$300	\$300
Subtotal (Prof. Dev.)	All Totals on front page	\$ 2,13.0.50	\$ 2,862.50
Purchased Services			
The Black Rep	1 performance x 600 per site	\$ 600	\$ 600
Springboard	1 performance x 600 per site	\$ 610	\$ 610
Subtotal (Purchased Services)	All Totals on front page	\$ 10,340	\$ 10,340
Other		\$	\$
Subtotal (Other)		\$	\$
SUBTOTAL (Direct Costs)	TOTAL OF DIRECT COSTS (Above Categories)	\$	\$
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at _____%	\$	\$
GRAND TOTAL	GRAND TOTAL (Direct Costs PLUS Indirect Costs)	\$	\$

Budget Narrative (Complete for year three only.)

Site Name: Cole Elementary

- (1) Cost is reasonable in relationship to the number of students to be served. Students benefit from a low staff/students ratio which provides the opportunity to work in smaller groups, participate in hands on active learning activities and obtaining additional adult attention during the three hour period. Staff has the chance to give children additional opportunities to participate in activities. Project-supported personnel include one site coordinator, a part-time senior evaluator, four part time teachers, one and a half time part time teacher assistance, all paid in accordance with the districts salary schedules. This staff in addition to five volunteers or community service providers per day at each center will provide a student-to-adult ratio of about 10:1. The part time site coordinator is responsible for coordinating staffing, transportation, food, enrollment, scheduling events, monitoring academic activities and enrichment, as well as being accountable for documentation of the program. Classroom teachers at the school will be working closely with project-supported staff to ensure that each student's after-school experience reinforces and extends his or her day school program.

Transportation is provided for all students from the after school program to one block from their homes. Younger students have door to door drop off during the winter months when it is dark prior to their arrival home. Students will also participate in Saturday field experiences which will take have emphasize of active learning and support the programming during the after school hours.

Supplies will be purchased to enhance the programs active learning focus. These purchases will provide materials and supplies not found in the school supply rooms. Students participating in the after school program often participate in cooking activities, sewing, knitting, scrapbooking, photography, book clubs, robotics, and agriculture to name a few. Resources to enhance projects will be purchased.

Professional development provides staff the opportunity to learn new active learning skills to assist in developing creative and innovative projects for students. These workshops give staff the opportunity to experience the hands on learning techniques as a student. Other professional development opportunities are required by the grant to enhance the program, allowing professional after school providers to share and learn new creative ways to work with children.

Contractual obligations will include fees paid to community service providers who will provide direct services to students. All students will participate in activities with the Black Repertory Company and Young Audiences of St. Louis. Other service providers and other community partners will be assigned to schools based on each center's programming needs.

- (2) Program results are reasonable to cost. Students participating in the Cole Elementary School After -School program are in need of a safe and nurturing place to go after school. Academic tutoring and enrichment are activities create an environment that allows students to actively participate in hands on activities where students often have a choice in their learning. Students have the opportunity to participate in recreational activities which assist them with physical activity, character education and an opportunity to learn new activities such as golf, hockey, and tennis to name a few. Exposure to the arts has a positive impact on students as they learn ballet, tap, paint, drawing, study artist, musicians and participate in a live performance from a professional theater company. The impact of the after school program has a positive impact on student attendance, parent participation and academic success.
- (3) Funds to the after-school program are in the form of in-kind services. These services are made available by the after school staff and community partners to provide additional opportunities for tutoring, hands-on workshops, presentations and performances. Each staff member of the after school program gives a minimum of twenty-five (25) in-kind hours per year. Teacher-directed activities tied to the district curriculum will be reinforced and extended through enrichment sessions provided along with a pool of partnering community cultural and service organizations.

- (4) Fieldtrips will be taken to enhance, enlighten and broaden the student's understanding of the concepts taught and reinforced in afterschool. The field experiences that are planned for the 2009-2010 school year for the program are as follows:

- St. Louis Zoo
- Missouri Botanical Garden
- City Museum
- The Gateway Arch
- Laumeier Sculpture Park

The professional development is based on the activities planned for the afterschool programming. The following training will be by provided the coming school year (Some of the professional development will be offered during the St. Louis 21st Century After-School mini-conferences and workshops.):

- **Gems Kits** training offered by Missouri Botanical Garden and St. Louis Public Schools Curriculum and Instruction Staff
- **Mixing in the Math** - Math for Afterschool and Home training offered by TERC (Technical Education Research Centers) St. Louis 4 Kids
- **Forensic Education** - Missing Money Mystery training offered by Contracted Community Partner
- **Crayola Dream Makers** – Building fun and creativity into standard-based learning After-School Programs K-6 training offered by Crayola in-kind
- **Scholastics Book Flix K-2** training offered by Scholastics in-kind
- **Scholastics Brain Bank** training offered by Scholastics in-kind
- **Strategies Specific Reading Kits** training offered by Curriculum Associates
- **Box Cars and One-Eyed Jacks – Hands on Activities and Games** training offered by vendor
- **African Drumming** training offered by African Drums Rhythm of Life in-kind
- **Graffiti on the Wall and Graffiti Wall Global** training offered by SLPS Staff or St. Louis 4 Kids

- (5) Indirect cost at approved rate of 7.75 % is calculated into the grant. All 21st CCLC are held in St. Louis Public School buildings. The indirect cost includes the cost of electricity, heating and cooling, as well as the budget office, and accounting.

- (6) Average cost per child per day:

Total requested \$131,225

÷ 125 (proposed average daily attendance)
÷ 153 the total # of days in operation
= \$6.86 per child per day.

Budget Narrative

Site Name: Hickey Elementary

Cost is reasonable in relationship to the number of students to be served. Students benefit from a low staff/students ratio which provides the opportunity to work in smaller groups, participate in hands on active learning activities and obtaining additional adult attention during the three hour period. Hickey has an average daily attendance of over 85%. Students are often homeless or have other situations where they have to resort to utilizing other forms of transportation and are unable to stay in the program dropping the average daily attendance. After suitable housing is found students are allowed to return to the program. Staff has the chance to give children additional opportunities to participate in activities. Project-supported personnel include one site coordinator, a part-time senior evaluator, four part time teachers, one and a half time part time teacher assistance, all paid in accordance with the districts salary schedules. This staff in addition to five volunteers or community service providers per day at each center will provide a student -to- staff ratio of about 10:1. AmeriCorps workers work in the after school program at Hickey four days a week. The part time site coordinator is responsible for coordinating staffing, transportation, food, enrollment, scheduling events, monitoring academic activities and enrichment in addition to accountability for documentation of the program. Classroom teachers at the school will be working closely with project-supported staff to ensure each student's after-school experience reinforces and extends the regular school day.

Transportation is provided for all students from the after-school program to one block their homes. Younger students have door to door drop off during the winter months when it is dark prior to their arrival home. Students will also participate in Saturday field experiences which will have emphasize to active learning and support the programming during the after school hours.

Supplies will be purchased to enhance the programs active learning focus. These purchases will provide materials and supplies not found in the school supply rooms. Students participating in the after school program often participate in cooking activities, sewing, knitting, scrapbooking, photography, book clubs, robotics, and agriculture to name a few. Resources to enhance projects will be purchased.

Professional development provides staff the opportunity to learn new active learning skills to assist in developing creative and innovative project for students. These workshops give staff the opportunity to experience the hands on learning technique as a student. Other professional development opportunities are required by the grant to enhance the program, allowing professional after school providers to share and learn new creative ways to work with children.

Contractual obligations will include fees paid to community service providers who will provide direct services to students. All students will participate in activities with the Black Repertory Company and Young Audiences of St. Louis. Other service providers and other community partners will be assigned to schools based on each center's programming needs.

- (2) Program results are reasonable to cost. Students participating in the Hickey Elementary School After-School program are in need safe and nurturing place to go after school. Academic tutoring and enrichment are activities create an environment that allows students to actively participate in hands on activities where students often have a choice in their learning. Students have the opportunity to participate in recreational activities which assist them with physical activity, character education and an opportunity to learn new activities such as golf, hockey, and tennis to name a few. Exposure to the arts has a positive impact on students as they learn ballet, tap, paint, drawing, study artist, musicians and participate in a live performance from a professional theater company. The impact of the after school program has a positive impact on student attendance, parent participation and academic success.
- (3) Funds to the after school program are in the form of in-kind services. These services are made available by the after school staff and community partners to provide additional opportunities for tutoring, hands-on workshops,

presentations and performances. Each staff member of the after school program gives a minimum of twenty-five (25) in-kind hours per year. Teacher-directed activities tied to the district curriculum will be reinforced and extended through enrichment sessions provided along with a pool of partnering community cultural and service organizations.

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- **Scholastics Book Flix K-2** training offered by Scholastics in-kind
- **Scholastics Brain Bank** training offered by Scholastics in-kind
- **Strategies Specific Reading Kits** training offered by Curriculum Associates
- **Box Cars and One-Eyed Jacks – Hands on Activities and Games** training offered by vendor
- **African Drumming** training offered by African Drums Rhythm of Life in-kind
- **Graffiti on the Wall and Graffiti Wall Global** training offered by SLPS Staff or St. Louis for Kids

- (5) Indirect cost at approved rate of 7.75 % is calculated into the grant. All 21st CCLC are held in St. Louis Public School buildings. The indirect cost includes the cost of electricity, heating and cooling, as well as the budget office, and accounting.

- (6) Average cost per child per day:

Total requested \$131,225

÷ 125 (proposed average daily attendance)

÷ 153 the total # of days in operation

= \$6.86 per child per day.

Goals Information

**21st Community Learning Center
(CCLC)**

Check One

Cohort #: ☒ 4 ☐ 5 ☐ 6 ☐ 7

Check One

Grant Year: ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5

Grantee Name (district/agency)
St. Louis Public Schools

Program/Site Name
Cole and Hickey Elementary Schools

Directions:

1. Please re-state your goals and measurable objectives as they were written and approved in your grant for the 08-09 school year.
Note: measurable objectives are statements of intended outcomes that can be measured (example: "45 percent of participating students will show improvement in reading grades" – NOT "students will improve in reading").
2. For each goal, please check all classifications and status that applies to each goal.
3. If more than 3 goals, please copy page as needed.

Goal 1:

Significantly increase academic performance in communication arts and math by 30% of students participating 30 or more days.

Objective(s):

1. Provide tutoring and homework assistance
2. Collaboration between after school program and school day program
3. Provide active learning activities to maintain student interest and foster student generated projects
4. Administer pre and post test to measure student growth
5. Provide continuous professional development in active learning to staff

Classification (check all that apply for this goal):

- ☒ Improve student achievement ☒ Improve student behavior ☒ Provide a safe and secure environment ☒ Retain participating students
- ☒ Meet planned hours of operation ☒ Offer a particular type of activity or service ☒ Foster community collaboration
- ☒ Facilitate a social development of participating students ☒ Reach targeted participation levels in core educational services

Status (check all that apply for this goal):

- ☐ Have not measured progress, why: _____
- ☐ Met stated objective ☒ Did not meet, but progressed toward objective ☐ Did not meet and did not progress toward objective
- ☐ Unable to measure progress of objective ☐ Revised the objective ☐ Dropped objective entirely
- ☐ Objective not associated with the reporting period

Goal 2:

Engage in significant reduced violence and drug related activities by 30%.

Objective(s):

- 1. Provide community partnerships to engage students in alternative activities to violence and drugs**
- 2. Provide character education activity**
- 3. Provide clubs and student groups to teach teambuilding and collaboration**
- 4. Provide career awareness opportunities**
- 5. Provide students with engaging hands on active learning projects**

Classification (check all that apply for this goal):

- ☒ Improve student achievement ☒ Improve student behavior ☒ Provide a safe and secure environment ☒ Retain participating students
- ☒ Meet planned hours of operation ☐ Offer a particular type of activity or service ☒ Foster community collaboration
- ☒ Facilitate a social development of participating students ☒ Reach targeted participation levels in core educational services

Status (check all that apply for this goal):

- ☐ Have not measured progress, why: _____
- ☐ Met stated objective ☒ Did not meet, but progressed toward objective ☐ Did not meet and did not progress toward objective
- ☐ Unable to measure progress of objective ☐ Revised the objective ☐ Dropped objective entirely
- ☐ Objective not associated with the reporting period

Goal 3:

Significantly improve school attendance by 25%.

Objective(s):

1. Target students with poor attendance
2. Provide interesting hands on activities that are engaging and exciting to students
3. Provide special events to involve students and parents to promote family involvement
4. Provide snack and dinner for students
5. Provide a safe non treating environment
6. Provide transportation home from program
7. Provide mentoring opportunities for students
8. Provide parent and student surveys

Classification (check all that apply for this goal):

- ☒ Improve student achievement ☒ Improve student behavior ☒ Provide a safe and secure environment ☒ Retain participating students
☒ Meet planned hours of operation ☒ Offer a particular type of activity or service ☒ Foster community collaboration
☒ Facilitate a social development of participating students ☒ Reach targeted participation levels in core educational services

Status (check all that apply for this goal):

- ☐ Have not measured progress, why: _____
☒ Met stated objective ☐ Did not meet, but progressed toward objective ☐ Did not meet and did not progress toward objective
☐ Unable to measure progress of objective ☐ Revised the objective ☐ Dropped objective entirely
☐ Objective not associated with the reporting period

Goal 4:

Parents and family members of participating students will increase their skills and resources for supporting the academic needs of their youngsters by 20% of students participating in the program 30 or more days.

Objective(s):

1. Provide family field experiences
2. Provide interactive family activities, resources, and events
3. Provide families with pictures, information and an overview of their students activities in after school
4. Invite parents to participate in after school programs

Classification (check all that apply for this goal):

- ☒ Improve student achievement ☒ Improve student behavior ☒ Provide a safe and secure environment ☐ Retain participating students
☒ Meet planned hours of operation ☒ Offer a particular type of activity or service ☒ Foster community collaboration
☒ Facilitate a social development of participating students ☐ Reach targeted participation levels in core educational services

Status (check all that apply for this goal):

- ☐ Have not measured progress, why: _____
☒ Met stated objective ☐ Did not meet, but progressed toward objective ☐ Did not meet and did not progress toward objective
☐ Unable to measure progress of objective ☐ Revised the objective ☐ Dropped objective entirely
☐ Objective not associated with the reporting period

For DESE Office Use Only**Required Reporting Submitted:**

- ☐ Mid-Year
☐ FER
☐ Invoiced
 ☐ Full ☐ Partial
☐ APR
☐ Evaluation

Comments:

Compliance:

- ☐ Training Fulfilled
 ☐ KCC ☐ Regional ☐ State ☐ National
☐ Self-Assessment Completed
☐ Kids Care Center Data Entry
☐ Meeting Licensing (for those required)
☐ Hours/Days of operation

Comments:



**STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
Renewal Request Form**

RENEWAL NUMBER: 21stCCLC0708-YR3

CONTACT PERSON: Kim Wolf
PHONE NUMBER: (573) 522-2627
E-Mail: kim.wolf@dese.mo.gov

TITLE: 21st Century Community Learning Centers (21st CCLC)/Afterschool Program – Year Three Renewal

ISSUE DATE: Wednesday, May 13, 2009

RENEWAL REQUEST FORM DUE NO LATER THAN: Friday, June 12, 2009 @ 3:00 p.m. Central Time (**must be received in our office – not postmarked**).

MAILING INSTRUCTIONS: Print or type **Renewal Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposal must be in the office by the return date and time.

RETURN RENEWAL TO:

MAILING ADDRESS (U.S. Mail):

**21st CCLC/AFTERSCHOOL PROGRAM
COMMUNITY EDUCATION
DEPT OF ELEMENTARY AND SECONDARY ED
P.O. BOX 480
JEFFERSON CITY MO 65102-0480**

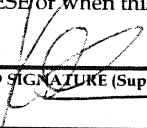
STREET ADDRESS (Courier Service):

**21st CCLC/AFTERSCHOOL PROGRAM
COMMUNITY EDUCATION
DEPT OF ELEMENTARY AND SECONDARY ED
205 JEFFERSON STREET (5TH FLOOR)
JEFFERSON CITY MO 65101**

RENEWAL PERIOD: July 1, 2009 - June 30, 2010

The grantee hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions IFB. The grantee further agrees that the language of this IFB shall govern in the event of a conflict with his/her proposal. The grantee further agrees that upon receipt of an authorized purchase order from the DESE or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the grantee and the DESE.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE (Superintendent) 		DATE 6/5/09
PRINTED NAME (Include Dr., Mr., Mrs., Ms., or Miss) Dr. Kelvin Adams		TITLE Superintendent
ORGANIZATION NAME (if different than district name)		FEDERAL EMPLOYER ID NO. or/DISTRICT CODE (for schools only) 115-115
MAILING ADDRESS 801 North 11th Street		COUNTY
CITY, STATE, ZIP St. Louis, Missouri		PHONE NO. 314-345-2220
FAX NO. (314) 345-2261	E-MAIL ADDRESS Kelvin.Adams@slps.org	

NOTICE OF RENEWAL AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:	
TITLE Interim Commissioner of Education	DATE
TOTAL AMOUNT AWARDED:	

Contact Information

Applicant Name (name of school/organization/entity/etc. applying for funds) St. Louis Public Schools		
Primary Grant Contact Person Judith G. King	Title Project Coordinator After School Programs	Is this person the Program Coordinator (or other similar title)? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
District or Organization Name (for contact person) St. Louis Public Schools		
Mailing Address 801 North 11 th Street	Primary Grant Contact's E-mail Judith.King@slps.org	Phone 314-345-4409
City, State, and Zip St. Louis, Missouri 63101		Fax 314-34504482

Superintendent Information: (Non-schools will need to provide information pertaining to the school the students to be served are attending.) If the program has more than one school district, this page must be copied for each additional superintendent's information. Non-schools will need superintendent's signature. The signature means the superintendent agrees to the terms and conditions of the renewal application.

Superintendent Name Dr. Kelvin Adams	District Name St. Louis Public Schools
Signature of Superintendent (only of non-school applicants)	
Mailing Address 801 North 11 th Street	Phone 314-345-2220
City, State, and Zip St. Louis, Missouri 63101	Fax 314-345-2661

Site Information: (Complete one box for each site that will provide a 21st CCLC program.) If more than six sites, applicant may copy this page for additional sites and attach it directly behind this page.

Site Name
Ames VPA Elementary School
Site Director's Name
Constance Turner
Mailing Address
2900 Hadley Street
City, State, and Zip
St. Louis, MO 63107
Phone
314-241-7165

Site Name
Site Director's Name
Mailing Address
City, State, and Zip
Phone

Site Name
Henry Elementary School
Site Director's Name
Gail Owens
Mailing Address
1220 North 10 th Street
City, State, and Zip
St. Louis, Missouri 63106
Phone
314- 231-0232

Site Name
Site Director's Name
Mailing Address
City, State, and Zip
Phone

Site Name
Site Director's Name
Mailing Address
City, State, and Zip
Phone

Site Name
Site Director's Name
Mailing Address
City, State, and Zip
Phone

Program Summary

Name of <i>each site</i> included in this renewal. (This is the location of where the program will actually take place; should be the same names as previous page.)	If this site is located within a school bldg/facility, provide the <u>building</u> grade levels (NOT the grades served).	List all grade levels proposed to be served at each site. (For the CCLC program)	Proposed average daily attendance at each site.	Urban (U) Or Rural (R) Or Suburban (S)	Name of the school/district attended during the regular school day of the students served by each site in this renewal.		
					District Name	School Name	Public or Prv. School
Ames Elementary School	Prek-5	K-5	45	U	St. Louis Public	Henry	Public
Henry Elementary School	Prek-5	K-5	85	U	St. Louis Public	Ames	Public

Specify the number of adult family members (of students served) the 21st CCLC program is proposing to serve (if multiple sites, give grand total) in year three: 167 families

Program Planning

Days of Operation:

Which date will the program begin and conclude during the regular school year?

Begin: 9 / 15
(month) (day)

Conclude: 6 / 14
(month) (day)

Will the program provide summer services? ☐ yes ☒ no

If yes, what date will summer programming be offered (state any differences among sites, if applicable):

Prior to the regular 2009-2010 school year beginning:

Following the regular 2009-2010 school year ending:

May ____, 2009 - May ____, 2009

May ____, 2010 - May ____, 2010

June ____, 2009 - June ____, 2009

June ____, 2010 - June ____, 2010

July ____, 2009 - July ____, 2009

August ____, 2009 - August ____, 2009

Hours of Operation:

Total # of hours program operates each week: 15 hours per week

Total # of days program operates each week: 5 days per week

Program Narrative

Has there been a change in any of the following? If yes, please attach on a separate piece of paper with a description of the change. Please label each additional page (i.e. if change in partners, please label additional page 'Partners').

Partners <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Goals <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Schedule <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Staff <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Community Need <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Program Scope <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Evaluation <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Target Audience <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Program Transportation <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Proposed Services to Adult Family Members <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Proposed Services to Students <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Resources <input type="checkbox"/> yes <input checked="" type="checkbox"/> no

Training and Professional Development:

List which training/conferences the applicant completed during year two (2008-2009):

Regional: Mixing in the Math

Date: November 5, 2008

State: MOSAC2

Date: November 14-16, 2009

National: Beyond School Hours

Date: February 11-14

Kids Care Center: St. Louis Public

Date: January 2009

Other: SLSP Regional Training

Date: November 22, 2009

Evaluation:

Identify the individual and/or organization that has agreed to serve as the evaluator for the program and briefly describe his/her/its qualifications and the school or business where they work.

Dr. Elizabeth Sale is a Research Associate Professor for the Missouri Institute of Mental Health at the University of Missouri-Columbia. She has over 20 years of experience as an program evaluator with a specific emphasis on programs for at-risk youth. For the past six years she has served as the lead evaluator for the St. Louis Public School 21st Century Community Learning Centers. She is currently the lead evaluator for the Hazelwood School District Safe Schools Healthy Student program and a statewide suicide prevention initiative for youth. She has extensive experience working on national evaluation projects and directed a survey research division at the University of Missouri-St. Louis. Dr. Sale received her doctorate from the University of Missouri-St. Louis in Public Policy.

When will year two (2008-2009) evaluations be completed? 08 / 30 / 09
month day year

Have year two (2008-2009) evaluations been submitted to the DESE? ☐ yes ☒ no

Budget and Sustainability Information

Please list the amount awarded for the 2008-2009 year: \$291,612

Please list the amount expended (grant funds only) for the 2008-2009 year: \$291,612

Please list the balance remaining: \$0

If any money was left unspent, please explain why and describe the steps to be taken this year to expend the dollars as awarded.

Will there be a fee schedule for year three? ☐ yes ☒ no. If yes, please explain fee amount(s):

Sustainability:

Ames – Ames VPA is sustaining the program through the school's parents as teacher supporting in the areas of the arts and recreation. The Center for Contemporary Arts (COCA) is also providing programming opportunities for students. A partnership with the MUNY theater helps to sustain the program by allowing staffing, having students audition to participate in the summer operas, and providing tickets for parents and children to attend the opera. A grant from the City Museum (grant for Circus Arts) helps to assist in working in collaboration with the school in providing workshops for students. All staff working in 21st Century programs gives a minimum of 25 hours of in-kind service each year. Each paid partner gives 25 hours of in-kind service or work with an additional site for free.

Henry – Henry is currently working with Support a Child International an organization which provides in-kind nutrition classes for students and parents. Boy Scouts and Girl Scouts of America provide in-kind classes for students revolving around character education. Junior achievement provides a free curriculum consisting of ourselves, our family, community, and finance awareness. Junior achievement provides a volunteer to administer the curriculum from the local community as available. Henry school has formed partnerships with SCORES to provide paid staffing of 4 teachers and a soccer and poetry program for 30 students in the after school program. This program also provides all the necessary equipment and uniforms for students. Partnership with the RITE program at UMLS will assist in providing tutors to work with students at a nominal cost to program. All staff working in 21st Century programs gives 25 hours of in-kind service each year. Each paid partner gives a minimum of 25 hours of in-kind service or work with an additional site for free.

ACCUMULATIVE BUDGET SUMMARY (complete for year three only)

Site Name: AMES and HENRY

Directions: List the “accumulative” amount in the year three column. In cases of multiple sites, applicant shall add all sites and only list the accumulative amount on this page. If any additional funds have been secured/in-kind for year three for implementation of this 21st CCLC program, you may (not required) list those amounts in the other funds column, if applicable. Amounts must be reasonable to the grant.

BUDGET CATEGORY	YEAR THREE Dollars Requested	MATCHING FUNDS
Salaries	\$ 151,350	\$
Benefits	Figured at <u>34% and 10%</u> \$ 22,336	\$
Travel and Transportation	\$ 35,474	\$
Supplies	\$ 3,000	\$
Equipment	\$ 0	\$
Professional Development (Training/Conferences)	\$6,825	\$
Purchased Services	\$ 23,100	\$
Other	\$ 0	\$
SUBTOTAL Direct Costs	\$ 242,085	\$
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at 7.76% \$ 20,365	\$
TOTAL (Direct Costs PLUS Indirect Costs)	\$ 262,450	\$

Itemized Budget (complete for year three only)

Site Name: AMES

Provide a detailed itemized budget for EACH site. In cases of multiple sites or if additional space is needed, copy this page; however, no substitute page designs or reformatting are allowed. Each page must be totaled with the grand total only provided on the first page.

BUDGET CATEGORY	EXPLANATION / DESCRIPTION	SINGLE PRICE	TOTAL PRICE
Salaries			
Project Coordinator	Part-time (.50 of the Coordinators time) Overall Cord.	\$ 15,000	\$ 15,000
Site Coordinator	15 hrs @ 25/hr 10 hr wk x 40 weeks site coordination	\$ 10,000	\$ 10,000
Teachers	\$25.00 @ 3hours day x 5 days week x 35 x 3 Instr.	\$ 13,125	\$ 39,375
Teacher Assistances	12/hrX 3 hrs/day x 5 days X 35 weeks assist ant	\$6,300	\$ 6,300
Security	\$5000.00 Opening and closing building as needed for safety	\$5,000	\$ 5,000
Subtotal (Salaries)		\$ 49,425	\$ 75,675
Benefits	Site Coordinator 34% full -time rate	\$ 5,100	\$5,100
	Coordinators 10% 10,000 x 1	\$1,000	\$1,000
	Teachers 10% 13,125 x3	\$ 1,313	\$3,938
	Teacher Assistance 10% x 6,300	\$ 630	\$630
	Security 10% 5,000	\$ 500	\$500
Subtotal (Benefits)		\$ 8,543	11,168
Travel and Transportation			
Local Mileage	60 miles/ 10 months X 48/mile Coordinators Travel	\$ 288	\$ 288
Daily	2 busses day \$43 x 5 days 34 weeks	\$ 7310	\$14,620
Saturday Bus	5 Saturdays @ 188.60 per bus @ 3 buses	\$ 943	\$ 2,829
Subtotal (Travel & Tran.)		\$ 8,541	\$ 17,737
Supplies			
	Instructional Supplies academic enrichment/consumables	\$ 1,500	\$ 1,500
Subtotal (Supplies)		\$ 1,500	\$ 1,500
Equipment			
Subtotal (Equipment)		\$ 0	\$ 0
Professional Development (Training/Conferences)	(additional professional development of next page)		
Regional training	1 trips x 200	\$200	\$200
State training	1 trips x 350	\$350	\$350
Subtotal (Prof. Dev.)	Totals from both pages	\$2,680.50	\$3,412.50
Purchased Services			
External Evaluator	14 days X 200.00 per day	\$ 2,800	\$ 2,800
Other Service Providers	20 events x 377 academic enrichment	\$7,540	\$ 7,540
Subtotal (Purchased Services)	Totals from both pages	\$ 11,550	\$ 11,550
Other		\$ 0	\$ 0
Subtotal (Other)		\$ 0	\$ 0
SUBTOTAL (Direct Costs)	TOTAL OF DIRECT COSTS (Above Categories)	\$ 121,042	\$ 121,042
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at 7.75%	\$ 10,183	\$ 10,183
GRAND TOTAL	GRAND TOTAL (Direct Costs PLUS Indirect Costs)	\$ 92,422.50	\$ 131,225

Itemized Budget (complete for year three only)

Site Name: Ames page 2

Provide a detailed itemized budget for EACH site. In cases of multiple sites or if additional space is needed, copy this page; however, no substitute page designs or reformatting are allowed. Each page must be totaled with the grand total only provided on the first page.

BUDGET CATEGORY	EXPLANATION / DESCRIPTION	SINGLE PRICE	TOTAL PRICE
Salaries			
Subtotal (Salaries)		\$	\$
Benefits			
Subtotal (Benefits)		\$	\$
Travel and Transportation			
Subtotal (Travel & Tran.)		\$	\$
Supplies			
Subtotal (Supplies)		\$	\$
Equipment			
Subtotal (Equipment)		\$	\$
Professional Development (Training/Conferences)			
National training	1 trips X \$1500	\$ 1500	\$ 1500
Regional directors meeting	1 trips x \$150	\$ 150	\$ 150
Fall Kids Care training	1 trips x \$ 150	\$ 150	\$ 150
Staff professional training SLPS	25 persons@ 30.50	\$ 30.50	\$ 762.50
Site training	15 persons flat fee Individual site training	\$300	\$300
Subtotal (Prof. Dev.)	grand Totals on front page	\$ 2,130.50	\$ 2,862.50
Purchased Services			
The Black Rep	1 performance x 600 per site	\$ 600	\$ 600
Springboard	1 performance x 600 per site	\$ 610	\$ 610
Subtotal (Purchased Services)	All Totals on front page	\$ 1,210	\$ 1,210
Other		\$	\$
Subtotal (Other)		\$	\$
SUBTOTAL (Direct Costs)	TOTAL OF DIRECT COSTS (Above Categories)	\$	\$
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at _____ %	\$	\$
GRAND TOTAL	GRAND TOTAL (Direct Costs PLUS Indirect Costs)	\$	\$

Itemized Budget (complete for year three only)

Site Name: Henry

Provide a detailed itemized budget for EACH site. In cases of multiple sites or if additional space is needed, copy this page; however, no substitute page designs or reformatting are allowed. Each page must be totaled with the grand total only provided on the first page.

BUDGET CATEGORY	EXPLANATION / DESCRIPTION	SINGLE PRICE	TOTAL PRICE
Salaries			
Project Coordinator	Part-time (.50 of the Coordinators time) Overall Cord.	\$ 15,000	\$ 15,000
Site Coordinator	15 hrs @ 25/hr 10 hr wk x 40 weeks site coordination	\$ 10,000	\$ 10,000
Teachers	\$25.00 @ 3hours day x 5 days week x 35 x 3 Instr.	\$ 13,125	\$ 39,375
Teacher Assistances	12/hrX 3 hrs/day x 5 days X 35 weeks assist ant	\$6,300	\$ 6,300
Security	\$5000.00 Opening and closing building as needed for safety	\$5,000	\$ 5,000
Subtotal (Salaries)		\$ 49,425	\$ 75,675
Benefits	Site Coordinator 34% full -time rate	\$ 5,100	\$5,100
	Coordinators 10% 10,000 x 1	\$1,000	\$1,000
	Teachers 10% 13,125 x3	\$ 1,313	\$3,938
	Teacher Assistance 10% x 6,300	\$ 630	\$630
	Security 10% 5,000	\$ 500	\$500
Subtotal (Benefits)		\$ 8,543	11,168
Travel and Transportation			
Local Mileage	60 miles/ 10 months X 48/mile Coordinators Travel	\$ 288	\$ 288
Daily	2 busses day \$43 x 5 days 34 weeks	\$ 7310	\$14,620
Saturday Bus	5 Saturdays @ 188.60 per bus @ 3 buses	\$ 943	\$ 2,829
Subtotal (Travel & Tran.)		\$ 8,541	\$ 17,737
Supplies			
	Instructional Supplies academic enrichment/consumables	\$ 1,500	\$ 1,500
Subtotal (Supplies)		\$ 1,500	\$ 1,500
Equipment			
Subtotal (Equipment)		\$ 0	\$ 0
Professional Development (Training/Conferences)	(additional professional development of next page		
Regional training	1 trips x 200	\$200	\$200
State training	1 trips x 350	\$350	\$350
Subtotal (Prof. Dev.)	Totals from both pages	\$2,680.50	\$3,412.50
Purchased Services			
External Evaluator	14 days X 200.00 per day	\$ 2,800	\$ 2,800
Other Service Providers	20 events x 377 academic enrichment	\$7,540	\$ 7,540
Subtotal (Purchased Services)	Totals from both pages	\$ 11,550	\$ 11,550
Other		\$ 0	\$ 0
Subtotal (Other)		\$ 0	\$ 0
SUBTOTAL (Direct Costs)	TOTAL OF DIRECT COSTS (Above Categories)	\$ 121,042	\$ 121,042
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at 7.75%	\$ 10,183	\$ 10,183
GRAND TOTAL	GRAND TOTAL (Direct Costs PLUS Indirect Costs)	\$ 92,422.50	\$ 131,225

Itemized Budget (complete for year three only)

Site Name: Henry page 2

Provide a detailed itemized budget for EACH site. In cases of multiple sites or if additional space is needed, copy this page; however, no substitute page designs or reformatting are allowed. Each page must be totaled with the grand total only provided on the first page.

BUDGET CATEGORY	EXPLANATION / DESCRIPTION	SINGLE PRICE	TOTAL PRICE
Salaries			
Subtotal (Salaries)		\$	\$
Benefits			
Subtotal (Benefits)		\$	\$
Travel and Transportation			
Subtotal (Travel & Tran.)		\$	\$
Supplies			
Subtotal (Supplies)		\$	\$
Equipment			
Subtotal (Equipment)		\$	\$
Professional Development (Training/Conferences)			
National training	1 trips X \$1500	\$ 1500	\$ 1500
Regional directors meeting	1 trips x \$150	\$ 150	\$ 150
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Springboard	1 performance x 600 per site	\$ 610	\$ 610
Subtotal (Purchased Services)	grand Totals on front page	\$ 1,210	\$ 1,210
Other		\$	\$
Subtotal (Other)		\$	\$
SUBTOTAL (Direct Costs)	TOTAL OF DIRECT COSTS (Above Categories)	\$	\$
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at _____ %	\$	\$
GRAND TOTAL	GRAND TOTAL (Direct Costs PLUS Indirect Costs)	\$	\$

Budget Narrative
AMES VPA

- (1) Cost is reasonable in relationship to the number of students to be served. Students benefit from a low staff/students ratio which provides the opportunity to work in smaller groups, participate in hands on active learning activities, and obtaining additional adult attention during the three hour period. Staff has the chance to give children additional opportunities to participate in activities. Project-supported personnel include one half salary for project coordinator, one site coordinator, a part-time senior evaluator, three part time teachers, one and a half time part time teacher assistance, all paid in accordance with the districts salary schedules. This staff, in addition to five volunteers or community service providers per day at each center, will provide a student-to-adult ratio of about 10:1. The project coordinator will oversee the operations of all programs, plan professional development opportunities for staff, assist with providing parent involvement opportunities, collection of data, and assist as needed to provide high quality programming for all students. The part time site coordinator is responsible for coordinating staffing, transportation, food, enrollment, scheduling events, monitoring academic activities and enrichment, and documentation of the program. Classroom teachers at the school will be working closely with project-supported staff to ensure that each student's after-school experience reinforces and extends his or her day school program. The change in the operation hours at Ames last year has caused fewer parents to enroll students. Many students rely on bus transportation home. With the program ending at 7:00 p.m. many parents find student drop off times to be too late. The desire to have students participate in the program has caused many parents to pick up their students.

Transportation is provided for all students from the after school program up to one block their homes. Younger students have door to door drop off during the winter months when it is dark prior to their arrival home. Students will also participate in Saturday field experiences which will have the emphasis of active learning and support the programming during the after school hours.

Supplies will be purchased to enhance the programs active learning focus. Providing these purchases will provide materials and supplies not found in the school supply rooms. Students participating in the after school program often participate in cooking activities, sewing, knitting, scrapbooking, photography, book clubs, robotics, and agriculture to name a few. Resources to enhance projects will be purchased.

Professional development provides staff the opportunity to learn new active learning skills enabling them to assist in developing creative and innovative projects for students. These workshops give staff the opportunity to experience the hands on learning techniques from a student's perspective. Other professional development opportunities are required by the grant and enhance the program, allowing professional after school providers to share and learn new creative ways to work with children.

Contractual obligations will include fees paid to community service providers who will provide direct services to students. All students will participate in activities with the Black Repertory Company and Young Audiences of St. Louis. Other service providers and community partners will be assigned to schools based on each center's programming needs.

- (2) Program results are of a reasonable to cost. Students participating in the Ames After-School program are in need safe and nurturing place to go after school. Academic tutoring and enrichment are activities create an environment that allows students to actively participate in hands on activities where students often have a choice in their learning. Students have the opportunity to participate in recreational activities which assist them with physical activity, character education, and an opportunity to learn new activities such as golf, hockey, and tennis to name a few. Exposure to the arts has a positive impact on students as they learn ballet, tap, painting, drawing, study artists, musicians and participate in live

performances with a professional theater company. The impact of the after school program has a positive impact on student attendance, parent participation, and academic success.

- (3) Funds to the after school program are in the form of in-kind services. These services are made available by the after school staff and community partners to provide additional opportunities for tutoring, hands-on workshops, presentations and performances. Each staff member of the after school program gives a minimum of twenty-five (25) in-kind hours per year. Teacher-directed activities tied to the district curriculum will be reinforced and extended through enrichment sessions provided along with a pool of partnering community cultural and service organizations.
- (4) Fieldtrips will be taken to enhance, enlighten and broaden the student's understanding of the concepts taught and reinforced in afterschool. The field experiences that are planned for the up coming school year for the program are as follows:
- St. Louis Zoo
 - Missouri Botanical Garden
 - City Museum
 - The Gateway Arch
 - Laumeier Sculpture Park

The professional development is based on the activities planned for the afterschool programming. The following training will be provided during the coming school year (Some of the professional development will be offered during the St. Louis 21st Century After-School mini-conferences and workshops.):

- **Gems Kits** training offered by Missouri Botanical Garden and St. Louis Public Schools Curriculum and Instruction Staff
 - **Mixing in the Math** - Math for Afterschool and Home training offered by TERC (Technical Education Research Centers) St. Louis 4 kids
 - **Forensic Education** - Missing Money Mystery training offered by Contracted Community Partner
 - **Crayola Dream Makers** – Building fun and creativity into standard-based learning After-School Programs K-6 training offered by Crayola in-kind
 - **Scholastics Book Flix K-2** training offered by Scholastics in-kind
 - **Scholastics Brain Bank** training offered by Scholastics in-kind
 - **Strategies Specific Reading Kits** training offered by Curriculum Associates
 - **Box Cars and One-Eyed Jacks – Hands on Activities and Games** training offered by vendor
 - **African Drumming** training offered by African Drums Rhythm of Life
 - **Graffiti on the Wall and Graffiti Wall Global** training offered by SLPS Staff and St. Louis 4 Kids
- (5) Indirect cost at approved rate of 7.75 % is calculated into the grant. All 21st CCLC are held in St. Louis Public School buildings. The indirect cost includes the cost of electricity, heating and cooling, as well as the budget office, and accounting.
- (6) Average cost per child per day:

Total requested \$131,255

÷ 125 (proposed average daily attendance)
÷ 153 the total # of days in operation
= \$6.86 per child per day.

Budget Narrative

Henry

- (1)) Cost is reasonable in relationship to the number of students to be served. Students benefit from a low staff/students ratio which provides the opportunity to work in smaller groups, participate in hands on active learning activities, and obtaining additional adult attention during the three hour period. Staff has the chance to give children additional opportunities to participate in activities. Project-supported personnel include one half project coordinator, one site coordinator, a part-time senior evaluator, three part time teachers, one and a half time part time teacher assistance, all paid in accordance with the districts salary schedules. This staff in addition to five volunteers or community service providers per day at each center will provide a student-to-staff ratio of about 10:1. The project coordinator will oversee the operations of all programs, plan professional development opportunities for staff, assist with providing parent involvement opportunities, collection of data, and assist as needed to provide high quality programming for all students. The part time site coordinator is responsible for coordinating staffing, transportation, food, enrollment scheduling events, monitoring academic activities and enrichment and documentation of the program. Classroom teachers at the school will be working closely with project-supported staff to ensure that each student's after-school experience reinforces and extends his or her day school program.

Transportation is provided for all students from the after school program to one block their homes. Younger students have door to door drop off during the winter months when it is dark prior to their arrival home. Students will also participate in Saturday field experiences which will have the emphasis of active learning and support the programming during the after school hours.

Supplies will be purchased to enhance the programs active learning focus. Providing these purchases will provide materials and supplies not found in the school supply rooms. Students participating in the after school program often participate in cooking activities, sewing, knitting, scrapbooking, photography, book clubs, robotics, and agriculture to name a few. Resources to enhance projects will be purchased.

Professional development provides staff the opportunity to learn new active learning skills to assist in developing creative and innovative projects for students. These workshops give staff the opportunity to experience the hands on learning techniques from a student's perspective. Other professional development opportunities are required by the grant and enhance the program, allowing professional after school providers to share and learn new creative ways to work with children.

Contractual obligations will include fees paid to community service providers who will provide direct services to students. All students will participate in activities with the Black Repertory Company and Young Audiences of St. Louis. Other service providers and community partners will be assigned to schools based on each center's programming needs.

- (2) Program results are reasonable to cost. Students participating in the Henry Elementary School After-School program are in need safe and nurturing place to go after school. Academic tutoring and enrichment are activities create an environment that allows students to actively participate in hands on activities where students often have a choice in their learning. Students have the opportunity to participate in recreational activities which assist them with physical activity, character education and an opportunity to learn new activities such as golf, hockey, and tennis to name a few. Exposure to the arts has a positive impact on students as they learn ballet, tap, painting, drawing, study artists, musicians and

participate in a live performance from a professional theater company. The impact of the after school program has a positive impact on student attendance, parent participation and academic success.

- (3) Funds to the after school program are in the form of in-kind services. These services are made available by the after school staff and community partners to provide additional opportunities for tutoring, hands-on workshops, presentations and performances. Each staff member of the after school program gives a minimum of twenty-five (25) in-kind hours per year. Teacher-directed activities tied to the district curriculum will be reinforced and extended through enrichment sessions provided along with a pool of partnering community cultural and service organizations.
- (4) Fieldtrips will be taken to enhance, enlighten and broaden the student's understanding of the concepts taught and reinforced in afterschool. The field experiences that are plan for the coming school year for the program are as follows:
- St. Louis Zoo
 - Missouri Botanical Garden
 - City Museum
 - The Gateway Arch
 - Laumeier Sculpture Park

The professional development is based on the activities planned for the afterschool programming. The following training will be provided during the coming school year (Some of the professional development will be offered during the St. Louis 21st Century After-School mini-conferences and workshops.):

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 - **Crayola Dream Makers** – Building fun and creativity into standard-based learning After-School Programs K-6 training offered by Crayola in-kind
 - **Scholastics Book Flix K-2** training offered by Scholastics in-kind
 - **Scholastics Brain Bank** training offered by Scholastics in-kind
 - **Strategies Specific Reading Kits** training offered by Curriculum Associates
 - **Box Cars and One-Eyed Jacks – Hands on Activities and Games** training offered by vendor
 - **African Drumming** training offered by African Drums Rhythm of Life in-kind
 - **Graffiti on the Wall and Graffiti Wall Global** training offered by SLPS Staff and St.. Louis for Kids
- (5) Indirect cost at approved rate of 7.75% is calculated into the grant. All 21st CCLC are held in St. Louis Public School buildings. The indirect cost includes the cost of electricity, heating and cooling, as well as the budget office, and accounting.
- (6) Average cost per child per day:

Total requested \$131,255

$$\begin{aligned} &\div 125 \text{ (proposed average daily attendance)} \\ &\div 153 \text{ the total \# of days in operation} \\ &= \$6.86 \text{ per child per day.} \end{aligned}$$

Goals Information

21st Community Learning Center
(CCLC)

Check One

Cohort #: ☒ 4 ☐ 5 ☐ 6 ☐ 7

Check One

Grant Year: ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5

Grantee Name (district/agency)
St. Louis Public Schools

Program/Site Name
Ames and Henry

Directions:

1. Please re-state your goals and measurable objectives as they were written and approved in your grant for the 08-09 school year.
Note: measurable objectives are statements of intended outcomes that can be measured (example: "45 percent of participating students will show improvement in reading grades" – NOT "students will improve in reading").
2. For each goal, please check all classifications and status that applies to each goal.
3. If more than 3 goals, please copy page as needed.

Goal 1:

Significantly increase academic performance in communication arts and math by 30% of students participating 30 or more days.

Objective(s):

1. Provide tutoring and homework assistance
2. Collaboration between after school program and school day program
3. Provide active learning activities to maintain student interest and foster student generated projects
4. Administer pre and post test to measure student growth
5. Provide continuous professional development in active learning to staff

Classification (check all that apply for this goal):

- ☒ Improve student achievement ☒ Improve student behavior ☒ Provide a safe and secure environment ☒ Retain participating students
- ☒ Meet planned hours of operation ☐ Offer a particular type of activity or service ☒ Foster community collaboration
- ☒ Facilitate a social development of participating students ☒ Reach targeted participation levels in core educational services

Status (check all that apply for this goal):

- ☐ Have not measured progress, why: _____
- ☐ Met stated objective ☒ Did not meet, but progressed toward objective ☐ Did not meet and did not progress toward objective
- ☐ Unable to measure progress of objective ☐ Revised the objective ☐ Dropped objective entirely
- ☐ Objective not associated with the reporting period

Goal 2:

Engage in significant reduced violence and drug related activities by 30%.

Objective(s):

1. Provide community partnerships to engage students in alternative activities to violence and drugs
2. Provide character education activity
3. Provide clubs and student groups to teach teambuilding and collaboration
4. Provide career awareness opportunities
5. Provide students with engaging hands on active learning projects

Classification (check all that apply for this goal):

- ☒ Improve student achievement ☒ Improve student behavior ☒ Provide a safe and secure environment ☒ Retain participating students
☒ Meet planned hours of operation ☐ Offer a particular type of activity or service ☒ Foster community collaboration
☒ Facilitate a social development of participating students ☒ Reach targeted participation levels in core educational services

Status (check all that apply for this goal):

- ☐ Have not measured progress, why: _____
☐ Met stated objective ☒ Did not meet, but progressed toward objective ☐ Did not meet and did not progress toward objective
☐ Unable to measure progress of objective ☐ Revised the objective ☐ Dropped objective entirely
☐ Objective not associated with the reporting period

Goal 3:

Significantly improve school attendance by 25%.

Objective(s):

1. Target students with poor attendance
2. Provide interesting hands on activities that are engaging and exciting to students
3. Provide special events to involve students and parents to promote family involvement
4. Provide snack and dinner for students
5. Provide a safe non treating environment and transportation home from program
6. Provide mentoring opportunities for students
7. Provide student and parent surveys

Classification (check all that apply for this goal):

- ☒ Improve student achievement ☒ Improve student behavior ☒ Provide a safe and secure environment ☒ Retain participating students
- ☒ Meet planned hours of operation ☒ Offer a particular type of activity or service ☒ Foster community collaboration
- ☒ Facilitate a social development of participating students ☒ Reach targeted participation levels in core educational services

Status (check all that apply for this goal):

- ☐ Have not measured progress, why: _____
- ☒ Met stated objective ☐ Did not meet, but progressed toward objective ☐ Did not meet and did not progress toward objective
- ☐ Unable to measure progress of objective ☐ Revised the objective ☐ Dropped objective entirely
- ☐ Objective not associated with the reporting period

Goal 4:

Parents and family members of participating students will increase their skills and resources for supporting the academic needs of their youngsters by 20% of students participating in the program 30 or more days.

Objective(s):

1. Provide family field experiences
2. Provide interactive family activities and resources, and events
3. Provide families with pictures, information and an overview of their students activities in after school
4. Invite parents to participate in after school programs

Classification (check all that apply for this goal):

- ☒ Improve student achievement ☒ Improve student behavior ☒ Provide a safe and secure environment ☐ Retain participating students
☒ Meet planned hours of operation ☒ Offer a particular type of activity or service ☒ Foster community collaboration
☒ Facilitate a social development of participating students ☐ Reach targeted participation levels in core educational services

Status (check all that apply for this goal):

- ☐ Have not measured progress, why: _____
☒ Met stated objective ☐ Did not meet, but progressed toward objective ☐ Did not meet and did not progress toward objective
☐ Unable to measure progress of objective ☐ Revised the objective ☐ Dropped objective entirely
☐ Objective not associated with the reporting period

For DESE Office Use Only**Required Reporting Submitted:**

- ☐ Mid-Year
☐ FER
☐ Invoiced
 ☐ Full ☐ Partial
☐ APR
☐ Evaluation

Comments:

Compliance:

- ☐ Training Fulfilled
 ☐ KCC ☐ Regional ☐ State ☐ National
☐ Self-Assessment Completed
☐ Kids Care Center Data Entry
☐ Meeting Licensing (for those required)
☐ Hours/Days of operation

Comments:



STATE OF MISSOURI
DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
Renewal Request Form

RENEWAL NUMBER: 21stCCLC0708-YR3

CONTACT PERSON: Kim Wolf
PHONE NUMBER: (573) 522-2627
E-Mail: kim.wolf@dese.mo.gov

TITLE: 21st Century Community Learning Centers (21st CCLC)/Afterschool Program – Year Three Renewal

ISSUE DATE: Wednesday, May 13, 2009

RENEWAL REQUEST FORM DUE NO LATER THAN: Friday, June 12, 2009 @ 3:00 p.m. Central Time (**must be received in our office – not postmarked**).

MAILING INSTRUCTIONS: Print or type **Renewal Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposal must be in the office by the return date and time.

RETURN RENEWAL TO:

MAILING ADDRESS (U.S. Mail):

21st CCLC/AFTERSCHOOL PROGRAM
COMMUNITY EDUCATION
DEPT OF ELEMENTARY AND SECONDARY ED
P.O. BOX 480
JEFFERSON CITY MO 65102-0480

STREET ADDRESS (Courier Service):

21st CCLC/AFTERSCHOOL PROGRAM
COMMUNITY EDUCATION
DEPT OF ELEMENTARY AND SECONDARY ED
205 JEFFERSON STREET (5TH FLOOR)
JEFFERSON CITY MO 65101

RENEWAL PERIOD: July 1, 2009 - June 30, 2010

The grantee hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions IFB. The grantee further agrees that the language of this IFB shall govern in the event of a conflict with his/her proposal. The grantee further agrees that upon receipt of an authorized purchase order from the DESE or when this IFB is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the grantee and the DESE.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE (Superintendent) 		DATE 6/5/09
PRINTED NAME (Include Dr., Mr., Mrs., Ms., or Miss) Dr. Kelvin Adams		TITLE Superintendent
ORGANIZATION NAME (if different than district name)		FEDERAL EMPLOYER ID NO. or/DISTRICT CODE (for schools only) 115-115
MAILING ADDRESS 801 North 11th Street		COUNTY
CITY, STATE, ZIP St. Louis, Missouri		PHONE NO. 314-345-2220
FAX NO. (314) 345-2261	E-MAIL ADDRESS Kelvin.Adams@slps.org	

NOTICE OF RENEWAL AWARD (STATE USE ONLY)

ACCEPTED BY STATE OF MISSOURI AS FOLLOWS:	
TITLE Interim Commissioner of Education	DATE
TOTAL AMOUNT AWARDED:	

Contact Information

Applicant Name (name of school/organization/entity/etc. applying for funds) St. Louis Public Schools		
Primary Grant Contact Person Judith G. King	Title Project Coordinator After School Programs	Is this person the Program Coordinator (or other similar title)? <input checked="" type="checkbox"/> yes <input type="checkbox"/> no
District or Organization Name (for contact person) St. Louis Public Schools		
Mailing Address 801 North 11 th Street	Primary Grant Contact's E-mail Judith.King@slps.org	Phone 314-345-4409
City, State, and Zip St. Louis, Missouri 63101		Fax 314-34504482

Superintendent Information: (Non-schools will need to provide information pertaining to the school the students to be served are attending.) If the program has more than one school district, this page must be copied for each additional superintendent's information. Non-schools will need superintendent's signature. The signature means the superintendent agrees to the terms and conditions of the renewal application.

Superintendent Name Dr. Kelvin Adams	District Name St. Louis Public Schools
Signature of Superintendent (only of non-school applicants)	
Mailing Address 801 North 11 th Street	Phone 314-345-2220
City, State, and Zip St. Louis, Missouri 63101	Fax 314-345-2661

Site Information: (Complete one box for each site that will provide a 21st CCLC program.) If more than six sites, applicant may copy this page for additional sites and attach it directly behind this page.

Site Name
Bunche International; Studies
Site Director's Name
Peggy Hagemester
Mailing Address
1118 South 7 th Street
City, State, and Zip
St. Louis, MO 6310
Phone
314-588-8750

Site Name
Site Director's Name
Mailing Address
City, State, and Zip
Phone

Site Name
Carr Lane VPA
Site Director's Name
DeJeanette Williams, Darwin Young
Mailing Address
1004 North Jefferson
City, State, and Zip
St. Louis, Missouri 63106
Phone
314-588-8750

Site Name
Site Director's Name
Mailing Address
City, State, and Zip
Phone

Site Name
Site Director's Name
Mailing Address
City, State, and Zip
Phone

Site Name
Site Director's Name
Mailing Address
City, State, and Zip
Phone

Program Summary

Name of <i>each site</i> included in this renewal. (This is the location of where the program will actually take place; should be the same names as previous page.)	If this site is located within a school bldg/facility, provide the <u>building</u> grade levels (NOT the grades served).	List all grade levels proposed to be served at each site. (For the CCLC program)	Proposed average daily attendance at each site.	Urban (U) Or Rural (R) Or Suburban (S)	Name of the school/district attended during the regular school day of the students served by each site in this renewal.		
					District Name	School Name	Public or Prv. School
Bunche I.S.	6-8	6-8	125	U	St. Louis Public	Bunche	Public
Carr Lane VPA	6-8	6-8	125	U	St. Louis Public	Carr Lane	Public

Specify the number of adult family members (of students served) the 21st CCLC program is proposing to serve (if multiple sites, give grand total) in year three: 168 families

Program Planning

Days of Operation:

Which date will the program begin and conclude during the regular school year?

Begin: 9 / 15
(month) (day)

Conclude: 5 / 14
(month) (day)

Will the program provide summer services? ☐ yes ☒ no

If yes, what date will summer programming be offered (state any differences among sites, if applicable):

Prior to the regular 2009-2010 school year beginning:

Following the regular 2009-2010 school year ending:

May ____, 2009 - May ____, 2009

May ____, 2010 - May ____, 2010

June ____, 2009 - June ____, 2009

June ____, 2010 - June ____, 2010

July ____, 2009 - July ____, 2009

August ____, 2009 - August ____, 2009

Hours of Operation:

Total # of hours program operates each week: 15 hours per week

Total # of days program operates each week: 5 days per week

Program Narrative

Has there been a change in any of the following? If yes, please attach on a separate piece of paper with a description of the change. Please label each additional page (i.e. if change in partners, please label additional page 'Partners').

Partners <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Goals <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Schedule <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Staff <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Community Need <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Program Scope <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Evaluation <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Target Audience <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Program Transportation <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Proposed Services to Adult Family Members <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
Proposed Services to Students <input type="checkbox"/> yes <input checked="" type="checkbox"/> no	Resources <input type="checkbox"/> yes <input checked="" type="checkbox"/> no

Training and Professional Development:

List which training/conferences the applicant completed during year two (2008-2009):

Regional: Mixing in the Math

Date: November 5, 2008

State: MAACCE

Date: June 3-5 2009

National: Beyond School Hours

Date: February 11-14

Kids Care Center: St. Louis Public

Date: January 2009

Other: SLSP Regional Training

Date: November 22, 2009

Evaluation:

Identify the individual and/or organization that has agreed to serve as the evaluator for the program and briefly describe his/her/its qualifications and the school or business where they work.

Dr. Elizabeth Sale is a Research Associate Professor for the Missouri Institute of Mental Health at the University of Missouri-Columbia. She has over 20 years of experience as a program evaluator with a specific emphasis on programs for at-risk youth. For the past six years she has served as the lead evaluator for the St. Louis Public School 21st Century Community Learning Centers. She is currently the lead evaluator for the Hazelwood School District Safe Schools Healthy Student program and a statewide suicide prevention initiative for youth. She has extensive experience working on national evaluation projects and directed a survey research division at the University of Missouri-St. Louis. Dr. Sale received her doctorate from the University of Missouri-St. Louis in Public Policy.

When will year two (2008-2009) evaluations be completed? 08 / 30 / 09
month day year

Have year two (2008-2009) evaluations been submitted to the DESE? ☐ yes ☒ no

Budget and Sustainability Information

Please list the amount awarded for the 2008-2009 year: \$291,612

Please list the amount expended (grant funds only) for the 2008-2009 year: \$291,612

Please list the balance remaining: \$0

If any money was left unspent, please explain why and describe the steps to be taken this year to expend the dollars as awarded.

Will there be a fee schedule for year three? ☐ yes ☒ no. If yes, please explain fee amount(s):

Sustainability:

Bunche – Bunche is currently working with a partnership with the YMCA to provide various sports, enrichment and character educational programs. YMCA provides staffing and all materials for this partnership. Students participate in Intramurals/Athletics at the expense of the YMCA. Missouri Department of Conservation partners with Bunche in providing additional staff that teach evening classes and have field experiences on Saturdays for students. AmeriCorps volunteers work in the after school program at no cost to the grant. This partnership provides additional staffing daily. Various sororities and fraternities are providing character education, self esteem classes and while teaching stepping to students

Carr Lane – Carr Lane is currently partners with performance arts agencies such as the St. Louis Muny Opera and the Black Repertory Theater. These organizations provide students and their families with cultural experiences such as classes and opportunities to attend events. Carr Lanes advisory committee continues to build partnerships and relations with community partners,

ACCUMULATIVE BUDGET SUMMARY (complete for year three only)

Site Name: Bunche and Carr Lane

Directions: List the "accumulative" amount in the year three column. In cases of multiple sites, applicant shall add all sites and only list the accumulative amount on this page. If any additional funds have been secured/in-kind for year three for implementation of this 21st CCLC program, you may (not required) list those amounts in the other funds column, if applicable. Amounts must be reasonable to the grant.

BUDGET CATEGORY	YEAR THREE Dollars Requested	MATCHING FUNDS
Salaries	\$ 151,350	\$
Benefits	Figured at 34% and 10% \$ 22,336	\$
Travel and Transportation	\$ 35,474	\$
Supplies	\$ 3,000	\$
Equipment	\$ 0	\$
Professional Development (Training/Conferences)	\$6,825	\$
Purchased Services	\$ 23,100	\$
Other	\$ 0	\$
SUBTOTAL Direct Costs	\$ 242,085	\$
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at 7.76% \$ 20,365	\$
TOTAL (Direct Costs PLUS Indirect Costs)	\$ 262,450	\$

Itemized Budget (complete for year three only)

Site Name: Bunche

Provide a detailed itemized budget for EACH site. In cases of multiple sites or if additional space is needed, copy this page; however, no substitute page designs or reformatting are allowed. Each page must be totaled with the grand total only provided on the first page.

BUDGET CATEGORY	EXPLANATION / DESCRIPTION	SINGLE PRICE	TOTAL PRICE
Salaries			
Project Coordinator	Part-time (.50 of the Coordinators time) Overall Cord.	\$ 15,000	\$ 15,000
Site Coordinator	15 hrs @ 25/hr 10 hr wk x 40 weeks site coordination	\$ 10,000	\$ 10,000
Teachers	\$25.00 @ 3hours day x 5 days week x 35 x 3 Instr.	\$ 13,125	\$ 39,375
Teacher Assistances	12/hrX 3 hrs/day x 5 days X 35 weeks assist ant	\$6,300	\$ 6,300
Security	\$5000.00 Opening and closing building as needed for safety	\$5,000	\$ 5,000
Subtotal (Salaries)		\$ 49,425	\$ 75,675
Benefits	Site Coordinator 34% full -time rate	\$ 5,100	\$5,100
	Coordinators 10% 10,000 x 1	\$1,000	\$1,000
	Teachers 10% 13,125 x3	\$ 1,313	\$3,938
	Teacher Assistance 10% x 6,300	\$ 630	\$630
	Security 10% 5,000	\$ 500	\$500
Subtotal (Benefits)		\$ 8,543	11,168
Travel and Transportation			
Local Mileage	60 miles/ 10 months X 48/mile Coordinators Travel	\$ 288	\$ 288
Daily	2 busses day \$43 x 5 days 34 weeks	\$ 7310	\$14,620
Saturday Bus	5 Saturdays @ 188.60 per bus @ 3 buses	\$ 943	\$ 2,829
Subtotal (Travel & Tran.)		\$ 8,541	\$ 17,737
Supplies			
	Instructional Supplies academic enrichment/consumables	\$ 1,500	\$ 1,500
Subtotal (Supplies)		\$ 1,500	\$ 1,500
Equipment			
Subtotal (Equipment)		\$ 0	\$ 0
Professional Development (Training/Conferences)	(additional professional development of next page		
Regional training	1 trips x 200	\$200	\$200
State training	1 trips x 350	\$350	\$350
Subtotal (Prof. Dev.)	Grant total from both pages	\$2,680.50	\$3,412.50
Purchased Services			
External Evaluator	14 days X 200.00 per day	\$ 2,800	\$ 2,800
Other Service Providers	20 events x 377 academic enrichment	\$7,540	\$ 7,540
Subtotal (Purchased Services)	Grand total from both pages	\$ 11,550	\$ 11,550
Other		\$ 0	\$ 0
Subtotal (Other)		\$ 0	\$ 0
SUBTOTAL (Direct Costs)	TOTAL OF DIRECT COSTS (Above Categories)	\$ 121,042	\$ 121,042
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at 7.75%	\$ 10,183	\$ 10,183
GRAND TOTAL	GRAND TOTAL (Direct Costs PLUS Indirect Costs)	\$ 92,422.50	\$ 131,225

Itemized Budget (complete for year three only)

Site Name: **Bunche**

Provide a detailed itemized budget for EACH site. In cases of multiple sites or if additional space is needed, copy this page; however, no substitute page designs or reformatting are allowed. Each page must be totaled with the grand total only provided on the first page.

BUDGET CATEGORY	EXPLANATION / DESCRIPTION	SINGLE PRICE	TOTAL PRICE
Salaries			
Subtotal (Salaries)		\$	\$
Benefits			
Subtotal (Benefits)		\$	\$
Travel and Transportation			
Subtotal (Travel & Tran.)		\$	\$
Supplies			
Subtotal (Supplies)		\$	\$
Equipment			
Subtotal (Equipment)		\$	\$
Professional Development (Training/Conferences)			
National training	1 trips X \$1500	\$ 1500	\$ 1500
Regional directors meeting	1 trips x \$150	\$ 150	\$ 150
Fall Kids Care training	1 trips x \$ 150	\$ 150	\$ 150
Staff professional training SLPS	25 persons@ 30.50	\$ 30.50	\$ 762.50
Site training	15 persons flat fee Individual site training	\$300	\$300
Subtotal (Prof. Dev.)	Grand Totals on front page	\$ 2,130.50	\$ 2,862.50
Purchased Services			
The Black Rep	1 performance x 600 per site	\$ 600	\$ 600
Springboard	1 performance x 600 per site	\$ 610	\$ 610
Subtotal (Purchased Services)	Grand Totals on front page	\$ 1,210	\$ 1,210
Other		\$	\$
Subtotal (Other)		\$	\$
SUBTOTAL (Direct Costs)	TOTAL OF DIRECT COSTS (Above Categories)	\$	\$
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at _____ %	\$	\$
GRAND TOTAL	GRAND TOTAL (Direct Costs PLUS Indirect Costs)	\$	\$

Itemized Budget (complete for year three only)

Site Name: Carr Lane

Provide a detailed itemized budget for EACH site. In cases of multiple sites or if additional space is needed, copy this page; however, no substitute page designs or reformatting are allowed. Each page must be totaled with the grand total only provided on the first page.

BUDGET CATEGORY	EXPLANATION / DESCRIPTION	SINGLE PRICE	TOTAL PRICE
Salaries			
Project Coordinator	Part-time (.50 of the Coordinators time) Overall Cord.	\$ 15,000	\$ 15,000
Site Coordinator	15 hrs @ 25/hr 10 hr wk x 40 weeks site coordination	\$ 10,000	\$ 10,000
Teachers	\$25.00 @ 3hours day x 5 days week x 35 x 3 Instr.	\$ 13,125	\$ 39,375
Teacher Assistances	12/hrX 3 hrs/day x 5 days X 35 weeks assist ant	\$6,300	\$ 6,300
Security	\$5000.00 Opening and closing building as needed for safety	\$5,000	\$ 5,000
Subtotal (Salaries)		\$ 49,425	\$ 75,675
Benefits	Site Coordinator 34% full -time rate	\$ 5,100	\$5,100
	Coordinators 10% 10,000 x 1	\$1,000	\$1,000
	Teachers 10% 13,125 x3	\$ 1,313	\$3,938
	Teacher Assistance 10% x 6,300	\$ 630	\$630
	Security 10% 5,000	\$ 500	\$500
Subtotal (Benefits)		\$ 8,543	11,168
Travel and Transportation			
Local Mileage	60 miles/ 10 months X 48/mile Coordinators Travel	\$ 288	\$ 288
Daily	2 busses day \$43 x 5 days 34 weeks	\$ 7310	\$14,620
Saturday Bus	5 Saturdays @ 188.60 per bus @ 3 buses	\$ 943	\$ 2,829
Subtotal (Travel & Tran.)		\$ 8,541	\$ 17,737
Supplies			
	Instructional Supplies academic enrichment/consumables	\$ 1,500	\$ 1,500
Subtotal (Supplies)		\$ 1,500	\$ 1,500
Equipment			
Subtotal (Equipment)		\$ 0	\$ 0
Professional Development (Training/Conferences)	(additional professional development of next page		
Regional training	1 trips x 200	\$200	\$200
State training	1 trips x 350	\$350	\$350
Subtotal (Prof. Dev.)		\$2,680.50	\$3,412.50
Purchased Services			
External Evaluator	14 days X 200.00 per day	\$ 2,800	\$ 2,800
Other Service Providers	20 events x 377 academic enrichment	\$7,540	\$ 7,540
Subtotal (Purchased Services)		\$ 11,550	\$ 11,550
Other		\$ 0	\$ 0
Subtotal (Other)		\$ 0	\$ 0
SUBTOTAL (Direct Costs)	TOTAL OF DIRECT COSTS (Above Categories)	\$ 121,042	\$ 121,042
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at 7.75%	\$ 10,183	\$ 10,183
GRAND TOTAL	GRAND TOTAL (Direct Costs PLUS Indirect Costs)	\$ 92,422.50	\$ 131,225

Itemized Budget (complete for year three only)

Site Name: Carr Lane page 2

Provide a detailed itemized budget for EACH site. In cases of multiple sites or if additional space is needed, copy this page; however, no substitute page designs or reformatting are allowed. Each page must be totaled with the grand total only provided on the first page.

BUDGET CATEGORY	EXPLANATION / DESCRIPTION	SINGLE PRICE	TOTAL PRICE
Salaries			
Subtotal (Salaries)		\$	\$
Benefits			
Subtotal (Benefits)		\$	\$
Travel and Transportation			
Subtotal (Travel & Tran.)		\$	\$
Supplies			
Subtotal (Supplies)		\$	\$
Equipment			
Subtotal (Equipment)		\$	\$
Professional Development (Training/Conferences)			
National training	1 trips X \$1500	\$ 1500	\$ 1500
Regional directors meeting	1 trips x \$150	\$ 150	\$ 150
Fall Kids Care training	1 trips x \$ 150	\$ 150	\$ 150
Staff professional training SLPS	25 persons@ 30.50	\$ 30.50	\$ 762.50
Site training	15 persons flat fee Individual site training	\$300	\$300
Subtotal (Prof. Dev.)	All Totals on front page	\$ 1,130.50	\$ 2,862.50
Purchased Services			
The Black Rep	1 performance x 600 per site	\$ 600	\$ 600
Springboard	1 performance x 600 per site	\$ 610	\$ 610
Subtotal (Purchased Services)	All Totals on front page	\$ 10,340	\$ 10,340
Other		\$	\$
Subtotal (Other)		\$	\$
SUBTOTAL (Direct Costs)	TOTAL OF DIRECT COSTS (Above Categories)	\$	\$
Indirect Costs (do not include equipment category amount in this calculation)	Calculated at _____%	\$	\$
GRAND TOTAL	GRAND TOTAL (Direct Costs PLUS Indirect Costs)	\$	\$

Budget Narrative (Complete for year three only.)

Bunche I.S.

- (1) Cost is reasonable in relationship to the number of students to be served at Bunche. Students benefit from a low staff/students ratio which provides the opportunity to work in smaller groups, participate in hands on active learning activities and obtaining additional adult attention during the three hour period. Staff has the chance to give children additional opportunities to participate in activities. Project-supported personnel include one half project coordinator, one site coordinator, a part-time senior evaluator, three part time teachers, one and a half time part time teacher assistance, all paid in accordance with the districts salary schedules. This staff in addition to five volunteers or community service providers per day at each center will provide a student-to-adult ratio of about 10:1. The project coordinator will oversee the operations of all programs, plan professional development opportunities for staff, assist with providing parent involvement opportunities, collection of data, and assist as needed to provide high quality programming for all students. The part time site coordinator is responsible for coordinating staffing, transportation, food, enrollment, scheduling events, monitoring academic activities and enrichment and documentation of the program. Classroom teachers at the school will be working closely with project-supported staff to ensure that each student's after-school experience reinforces and extends his or her day school program.

Transportation is provided for all students from the after school program to one block their homes. Younger students have door to door drop off during the winter months when it is dark prior to their arrival home. Students will also participate in Saturday field experiences which will have the emphasis of active learning and support the programming during the after school hours.

Supplies will be purchased to enhance the programs active learning focus. Providing these purchases will provide materials and supplies not found in the school supply rooms. Students participating in the after school program often participate in cooking activities, sewing, knitting, scrapbooking, photography, book clubs, robotics, and agriculture to name a few. Resources to enhance projects will be purchased.

Professional development provides staff the opportunity to learn new active learning skills enable them to assist in developing creative and innovative projects for students. These workshops give staff the opportunity to experience the hands on learning techniques as a student. Other professional development opportunities are required by the grant and enhance the program, allowing professional after school providers to share and learn new creative ways to work with children.

Contractual obligations will include fees paid to community service providers who will provide direct services to students. All students will participate in activities with the Black Repertory Company and Young Audiences of St. Louis. Other service providers and community partners will be assigned to schools based on each center's programming needs.

- (2) Program results are of a reasonable to cost. Students participating in the Carr Lane After School program are in need safe and nurturing place to go after school. Academic tutoring and enrichment are activities create an environment that allows students to actively participate in hands on activities where students often have a choice in their learning. Students have the opportunity to participate in recreational activities which assist them with physical activity, character education and an opportunity to learn new activities such as golf, hockey, and tennis to name a few. Exposure to the arts has a positive impact on students as they learn ballet, tap, painting, drawing, study artists, musicians and participate in a live performance from a professional theater company. The impact of the after school program has a positive impact on student attendance, parent participation and academic success.

- (3) Funds to the after school program are in the form of in-kind services. These services are made available by the after school staff and community partners to provide additional opportunities for tutoring, hands-on workshops, presentations and performances. Each staff member of the after school program gives a minimum of twenty-five (25) in-kind hours per year. Teacher-directed activities tied to the district curriculum will be reinforced and extended through enrichment sessions provided along with a pool of partnering community cultural and service organizations.
- (4) Fieldtrips will be taken to enhance, enlighten and broaden the student's understanding of the concepts taught and reinforced in afterschool. The field experiences that are planned for the coming school year for the program are as follows:
- St. Louis Zoo
 - Missouri Botanical Garden
 - City Museum
 - The Gateway Arch
 - Laumeier Sculpture Park

The professional development is based on the activities planned for the afterschool programming. The following training will be provided the coming school year (Some of the professional development will be offered during the St. Louis 21st Century After-School mini-conferences and workshops.):

- **Gems Kits** training offered by Missouri Botanical Garden and St. Louis Public Schools Curriculum and Instruction Staff
 - **Mixing in the Math** - Math for Afterschool and Home training offered by TERC (Technical Education Research Centers) St. Louis 4 kids
 - **Forensic Education** - Missing Money Mystery training offered by Contracted Community Partner
 - **Crayola Dream Makers** – Building fun and creativity into standard-based learning After-School Programs K-6 training offered by Crayola in-kind
 - **Scholastics Book Flix K-2** training offered by Scholastics in-kind
 - **Scholastics Brain Bank** training offered by Scholastics in-kind
 - **Strategies Specific Reading Kits** training offered by Curriculum Associates
 - **Box Cars and One-Eyed Jacks – Hands on Activities and Games** training offered by vendor
 - **African Drumming** training offered by African Drums Rhythm of Life
 - **Graffiti on the Wall and Graffiti Wall Global** training offered by SLPS Staff and St. Louis 4 Kids
- (5) Indirect cost at approved rate of 7.75 % is calculated into the grant. All 21st CCLC are held in St. Louis Public School buildings. The indirect cost includes the cost of electricity, heating and cooling, as well as the budget office, and accounting.
- (6) Average cost per child per day:

Total requested \$131,255

$$\begin{aligned} &\div 125 \text{ (proposed average daily attendance)} \\ &\div 153 \text{ the total \# of days in operation} \\ &= \$6.86 \text{ per child per day.} \end{aligned}$$

Budget Narrative

Carr Lane VPA

- (1) Cost is reasonable in relationship to the number of students to be served. Students benefit from a low staff/students ratio which provides the opportunity to work in smaller groups, participate in hands on active learning activities and obtaining additional adult attention during the three hour period. Staff has the chance to give children additional opportunities to participate in activities. Project-supported personnel include one half project coordinator, one site coordinator, a part-time senior evaluator, three part time teachers, one and a half time part time teacher assistance, all paid in accordance with the districts salary schedules. This staff, in addition to five volunteers or community service providers per day at each center will provide a student-to-adult ratio of about 10:1. The project coordinator will oversee the operations of all programs, plan professional development opportunities for staff, assist with providing parent involvement opportunities, collection of data, and assist as needed to provide high quality programming for all students. The part time site coordinator is responsible for coordinating staffing, transportation, food, enrollment scheduling events, monitoring academic activities and enrichment, and documentation of the program. Classroom teachers at the school will be working closely with project-supported staff to ensure that each student's after-school experience reinforces and extends his or her day school program.

Transportation is provided for all students from the after school program to one block their homes. Younger students have door to door drop off during the winter months when it is dark prior to their arrival home. Students will also participate in Saturday field experiences which will have emphasis of active learning and support the programming during the after school hours.

Supplies will be purchased to enhance the programs active learning focus. Providing these purchases will provide materials and supplies not found in the school supply rooms. Students participating in the after school program often participate in cooking activities, sewing, knitting, scrapbooking, photography, book clubs, robotics, and agriculture to name a few. Resources to enhance projects will be purchased.

Professional development provides staff the opportunity to learn new active learning skills to assist in developing creative and innovative projects for students. These workshops give staff the opportunity to experience the hands on learning techniques as a student. Other professional development opportunities are required by the grant and enhance the program, allowing professional after school providers to share and learn new creative ways to work with children.

Contractual obligations will include fees paid to community service providers who will provide direct services to students. All students will participate in activities with the Black Repertory Company and Young Audiences of St. Louis. Other service providers and community partners will be assigned to schools based on each center's programming needs.

- (2) Program results are reasonable to cost. Academic tutoring and enrichment are activities create an environment that allows students to actively participate in hands on activities where students often have a choice in their learning. Students have the opportunity to participate in recreational activities which assist them with physical activity, character education and an opportunity to learn new activities such as golf, hockey, and tennis to name a few. Exposure to the arts has a positive impact on students as they learn ballet, tap, paint, drawing, study artist, musicians and participate in a live performance from a

professional theater company. The impact of the after school program has a positive impact on student attendance, parent participation and academic success.

- (3) Funds to the after school program are in the form of in-kind services. These services are made available by the after school staff and community partners to provide additional opportunities for tutoring, hands-on workshops, presentations and performances. Each staff member of the after school program gives a minimum of twenty-five (25) in-kind hours per year. Teacher-directed activities tied to the district curriculum will be reinforced and extended through enrichment sessions provided along with a pool of partnering community cultural and service organizations.
- (4) Fieldtrips will be taken to enhance, enlighten and broaden the student's understanding of the concepts taught and reinforced in afterschool. The field experiences that are planned for the upcoming school year for the program are as follows:
- St. Louis Zoo
 - Missouri Botanical Garden
 - City Museum
 - The Gateway Arch
 - Laumeier Sculpture Park

The professional development is based on the activities planned for the afterschool programming. The following training will be provided the coming school year (Some of the professional development will be offered during the St. Louis 21st Century After-School mini-conferences and workshops.):

- **Gems Kits** training offered by Missouri Botanical Garden and St. Louis Public Schools Curriculum and Instruction Staff
 - **Mixing in the Math** - Math for Afterschool and Home training offered by TERC (Technical Education Research Centers) St. Louis 4 Kids
 - **Forensic Education** - Missing Money Mystery training offered by Contracted Community Partner
 - **Crayola Dream Makers** – Building fun and creativity into standard-based learning After-School Programs K-6 training offered by Crayola in-kind
 - **Scholastics Book Flix K-2** training offered by Scholastics in-kind
 - **Scholastics Brain Bank** training offered by Scholastics in-kind
 - **Strategies Specific Reading Kits** training offered by Curriculum Associates
 - **Box Cars and One-Eyed Jacks – Hands on Activities and Games** training offered by vendor
 - **African Drumming** training offered by African Drums Rhythm of Life in-kind
 - **Graffiti on the Wall and Graffiti Wall Global** training offered by SLPS Staff and St. Louis for Kids
- (5) Indirect cost at approved rate of 7.75 % is calculated into the grant. All 21st CCLC are held in St. Louis Public School buildings. The indirect cost includes the cost of electricity, heating and cooling, as well as the budget office, and accounting.
- (6) Average cost per child per day:

Total requested \$131,255

÷ 125 (proposed average daily attendance)
÷ 153 the total # of days in operation
= \$6.86 per child per day.

Goals Information

**21st Community Learning Center
(CCLC)**

Check One

Cohort #: ☒ 4 ☐ 5 ☐ 6 ☐ 7

Check One

Grant Year: ☐ 1 ☐ 2 ☒ 3 ☐ 4 ☐ 5

Grantee Name (district/agency)

St. Louis Public Schools

Program/Site Name

Bunche and Carr Lane

Directions:

1. Please re-state your goals and measurable objectives as they were written and approved in your grant for the 08-09 school year.
Note: measurable objectives are statements of intended outcomes that can be measured (example: "45 percent of participating students will show improvement in reading grades" – NOT "students will improve in reading").
2. For each goal, please check all classifications and status that applies to each goal.
3. If more than 3 goals, please copy page as needed.

Goal 1:

Significantly increase academic performance in communication arts and math by 30% of students participating 30 or more days.

Objective(s):

1. Provide tutoring and homework assistance
2. Collaboration between after school program and school day program
3. Provide active learning activities to maintain student interest and foster student generated projects
4. Administer pre and post test to measure student growth
5. Provide continuous professional development in active learning to staff

Classification (check all that apply for this goal):

- ☒ Improve student achievement
 ☒ Improve student behavior
 ☒ Provide a safe and secure environment
 ☒ Retain participating students
☒ Meet planned hours of operation
☐ Offer a particular type of activity or service
☒ Foster community collaboration
☒ Facilitate a social development of participating students
☒ Reach targeted participation levels in core educational services

Status (check all that apply for this goal):

- ☐ Have not measured progress, why: _____
☐ Met stated objective
☒ Did not meet, but progressed toward objective
☐ Did not meet and did not progress toward objective
☐ Unable to measure progress of objective
☐ Revised the objective
☐ Dropped objective entirely
☐ Objective not associated with the reporting period

Goal 2:

Engage in significant reduced violence and drug related activities by 30%.

Objective(s):

- 1. Provide community partnerships to engage students in alternative activities to violence and drugs**
- 2. Provide character education activity**
- 3. Provide clubs and student groups to teach team building and collaboration**
- 4. Provide career awareness opportunities**
- 5. Provide students with engaging hands on active learning projects**

Classification (check all that apply for this goal):

- ☒ Improve student achievement ☒ Improve student behavior ☒ Provide a safe and secure environment ☒ Retain participating students
- ☒ Meet planned hours of operation ☐ Offer a particular type of activity or service ☒ Foster community collaboration
- ☒ Facilitate a social development of participating students ☒ Reach targeted participation levels in core educational services

Status (check all that apply for this goal):

- ☐ Have not measured progress, why: _____
- ☐ Met stated objective ☒ Did not meet, but progressed toward objective ☐ Did not meet and did not progress toward objective
- ☐ Unable to measure progress of objective ☐ Revised the objective ☐ Dropped objective entirely
- ☐ Objective not associated with the reporting period

Goal 3:

Significantly improve school attendance by 25%.

Objective(s):

1. Target students with poor attendance
2. Provide interesting hands on activities that are engaging and exciting to students
3. Provide special events to involve students and parents to promote family involvement
4. Provide snack and dinner for students
5. Provide a safe non treating environment and transportation home from program
6. Provide mentoring opportunities for students
7. Provide student and parent surveys

Classification (check all that apply for this goal):

- ☒ Improve student achievement ☒ Improve student behavior ☒ Provide a safe and secure environment ☒ Retain participating students
☒ Meet planned hours of operation ☒ Offer a particular type of activity or service ☒ Foster community collaboration
☒ Facilitate a social development of participating students ☒ Reach targeted participation levels in core educational services

Status (check all that apply for this goal):

- ☐ Have not measured progress, why: _____
☒ Met stated objective ☐ Did not meet, but progressed toward objective ☐ Did not meet and did not progress toward objective
☐ Unable to measure progress of objective ☐ Revised the objective ☐ Dropped objective entirely
☐ Objective not associated with the reporting period

Goal 4:

Parents and family members of participating students will increase their skills and resources for supporting the academic needs of their youngsters by 20% of students participating in the program 30 or more days.

Objective(s):

1. Provide family field experiences
2. Provide interactive family activities and resources, and events
3. Provide families with pictures, information and an overview of their students activities in after school
4. Invite parents to participate in after school programs

Classification (check all that apply for this goal):

- ☒ Improve student achievement ☒ Improve student behavior ☒ Provide a safe and secure environment ☐ Retain participating students
☒ Meet planned hours of operation ☒ Offer a particular type of activity or service ☒ Foster community collaboration
☒ Facilitate a social development of participating students ☐ Reach targeted participation levels in core educational services

Status (check all that apply for this goal):

- ☐ Have not measured progress, why: _____
☐ Met stated objective ☒ Did not meet, but progressed toward objective ☐ Did not meet and did not progress toward objective
☐ Unable to measure progress of objective ☐ Revised the objective ☐ Dropped objective entirely
☐ Objective not associated with the reporting period

For DESE Office Use Only**Required Reporting Submitted:**

- ☐ Mid-Year
☐ FER
☐ Invoiced
 ☐ Full ☐ Partial
☐ APR
☐ Evaluation

Comments:

Compliance:

- ☐ Training Fulfilled
 ☐ KCC ☐ Regional ☐ State ☐ National
☐ Self-Assessment Completed
☐ Kids Care Center Data Entry
☐ Meeting Licensing (for those required)
☐ Hours/Days of operation

Comments:

SAINT LOUIS PUBLIC SCHOOLS

Date: August 21, 2009

To: Kelvin R. Adams, Ph.D.

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

Agenda Item: 09-22-09-05

Information: ☐

Conference: ☐

Action: ☒

Subject:

Request approval to enter into contracts with pre-approved providers identified by DESE for Supplemental Educational Service (see attached list which is subject to change by DESE) in an amount not to exceed per student allocation designated by DESE for after school tutorial programs for the period 08/27/09 – 05/31/10 in amount not to exceed \$900,000.

Background:

Providing Supplemental Educational Services is a NCLB requirement for students attending schools that have been identified by DESE for improvement for two or more consecutive years. Parents have the option of selecting any DESE approved provider on the attached list for Supplemental Educational Services.

Linkage:

MSIP: 6.3.3 / 6.3.4 9.1.1 Process / Performance

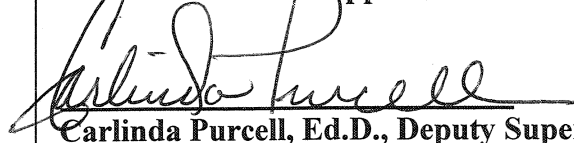
CSIP: (SLPS) Goal 1, Goal 2 Process / Performance


Funding Source : 230-1256-6319-814-A2

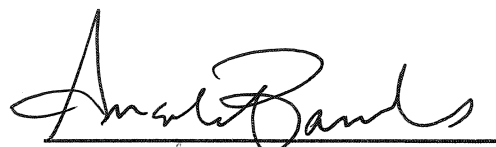
Requisition No.

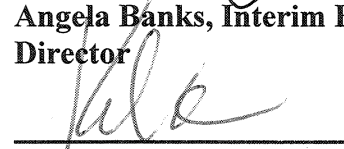
Cost not to exceed: \$900,000 Set aside Title I Funds

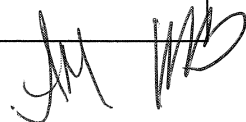
Recommendation: Approval


Carlinda Purcell, Ed.D., Deputy Superintendent


Enos Moss
CFO / Treasurer


Angela Banks, Interim Budget
Director


Kelvin R. Adams, Ph.D.
Superintendent



AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the _____ day of _____, 2009, by and between The Board of Education of the City of St. Louis, a body corporate and governing body of the Special Administrative Board of the Transitional School District of the City of St. Louis, with its principal offices located at 801 North 11th Street, St. Louis, Missouri 63101 ("Board" or "Board of Education") and _____ with principal offices located at _____ ("Provider").

WHEREAS, Provider has been approved by the State of Missouri to provide Supplemental Educational Services to eligible students pursuant to the No Child Left Behind Act of 2001, as amended, (the "NCLB"); and

WHEREAS, Provider has stated its desire to provide Supplemental Educational Services to Eligible Students attending the St. Louis Public Schools; and

WHEREAS, at least one student eligible to receive Supplemental Educational Services pursuant to the NCLB has requested that Provider provide such services to them; and

WHEREAS, the Board of Education and Provider have determined to proceed upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Board and Provider agree as follows:

1. **SCOPE OF SERVICES.**

(a) Provider shall provide Supplemental Educational Services to Eligible Students in accordance with the NCLB, all related regulations and the terms of this Agreement. (See addendum for names of students)

(b) Provider must develop and submit to the Board an Individual Instruction Plan (hereinafter "IIP") in a form specified by the Board for each Eligible Student to be served by Provider prior to rendering Services.

(c) Each IIP must be developed in conjunction with the Eligible Students' parent(s) and the Board, and include the following:

(i) A statement of the specific achievement goals for each Eligible Student based upon each Eligible Student's specific education needs;

- (ii) A description of how the Eligible Student's progress will be measured;
- (iii) A timetable for improving the Eligible Student's achievement;
- (iv) For Eligible Students with disabilities, the IIP must be consistent with the Eligible Student's Individualized Educational Plan ("IEP");
- (v) The initiation date, frequency and duration of Services to be provided to the student;
- (vi) The location where Services will be provided to the Eligible Student;
- (vii) A description of how each Eligible Student's parents, teacher(s) and the Board will be regularly informed of the Eligible Student's progress;
- (viii) The total number of instructional minutes that will be provided to the Eligible Student per session, per week and per year.

(d) Modifications to an Eligible Student's educational program provided under this Agreement shall be made solely on the basis of a revision to the Eligible Student's IIP agreed upon by Provider, the Eligible Student's Parent(s) and the Board. At any time during the term of this Agreement, an Eligible Student's parent, Provider or the Board may request a review of an Eligible Student's IIP.

(e) Provider shall provide all services specified in the IIP or required by law while serving an Eligible Student, unless provided otherwise in this Agreement, the applicable IIP or law.

(f) Provider shall provide to parents, each Eligible Student's home school, and the Board ten-week progress reports for each Eligible Student served by Provider (hereinafter "Progress Reports"). A copy of each Progress Report shall be maintained at the Provider's place of business and made available upon request of the Board and/or the Eligible Student's parent(s).

(g) Each Progress Report shall provide information regarding the Eligible Student's attendance, a description of how the Services were delivered, and a description of the Eligible Student's progress. The Progress Report shall be in a format and language or other mode of communication that the parents can readily understand. Provider shall not charge the Eligible Student's parent(s) or the Board

for the provision of Progress Reports, report cards, and/or any assessments, interviews, or meetings.

(h) Provider shall also provide the Board with a final written report no later than May 31, 2010 in which Provider shall summarize the progress of all Eligible Students for whom the Provider has provided Services during the year.

2. COMPENSATION.

(a) For each Eligible Student receiving Services, the Board shall pay to Provider for a full school year's worth of Services the lesser of (i) the per child allocation for Title I, Part A funds in the District as defined by 34 CFR § 200.48(c)(1) (for the 2010 fiscal year, ~~xxxx, (Amount to be determine based on amount approved by DESE)~~ or (ii) the actual costs of the Services received by the Eligible Student. The Board shall under no circumstances be required to pay any amount exceeding the lesser of the above amounts for any reason whatsoever. Provider will remit monthly invoices detailing Services provided, which shall include: (i) the identity of each Eligible Student served separated by schools; (ii) the hours of Services provided to each Eligible Student; (iii) the hourly or other rate charged; (iv) dates of Services; and (v) amounts due. Such invoices shall be accompanied by attendance forms provided by the district and shall be delivered electronically via e-mail in Micro soft Excel and as a hardcopy. Failure to forward all requested billing materials shall result in the withholding of payment.

Initial _____

(b) Provider shall receive compensation only for sessions attended by Eligible Students and Services actually provided to Eligible Students. Provider shall not receive compensation for Eligible Student absences.

(c) Provider agrees to provide all information necessary to allow the Board to process payments and to verify Provider's actual costs for Services provided. The Board shall be under no obligation to make payments until such information is provided. Provider shall not charge fees to, nor seek any payment and/or compensation of any kind whatsoever from the Eligible Students or their parents for the Services that the Provider provides to the Eligible Student under this Agreement.

(d) The Board may withhold payment to Provider if Provider has failed to provide any document or information Provider is required to provide to the Board, an Eligible Student or an Eligible Student's parent(s) under this Agreement or by law, or, if Provider is in material breach of this Agreement.

(e) The Board may deny payment for Services provided if they exceed the scope of this Agreement or are rendered in a manner inconsistent with this Agreement or the law.

(f) If an Eligible Student transfers from the school they were attending at the time the student applied for supplemental services to a school outside of SLPS boundaries or to a school whose students are not eligible for Services, the Board shall not be responsible for the costs of services delivered unless otherwise required by law.

(g) Provider shall notify Board of any outside funds received for provision of Services and such amounts shall be deducted from the amounts due under this Agreement.

(h) Provider shall maintain and the Board shall have the right to examine and audit all of the books, records, documents, accounting procedures and prices and other evidence that reflect all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

(i) DESE regulations require that applications be completed and executed by the parent and delivered to the school where the child is in attendance. Applications properly received at the school are then forwarded to the district SES office for processing. Only applications properly executed and delivered to the school will be valid. The district will not be liable for compensating vendors for services unless the application is valid.

(j) All providers using district sites shall work with the building administrator to identify and measure appropriate space. The vendor shall be charged \$2.00 per square foot per month for space provided by the district. The Provider shall include payment in full for its monthly building usage charge with its monthly invoices to the district. Failure to include payment with said invoices shall result in the withholding of payment by the district.

(k) All providers using district transportation to transportation to student participating in its program shall compensate the Board of Education \$96.83 per trip for its services. The Provider shall include payment in full for its transportation usage with its monthly invoices to the district. Failure to include payment with said invoices shall result in the withholding of payment by the district.

3. **TERM.** The term of this Agreement (the "Term") shall commence upon complete execution of this Agreement and shall extend through and terminate on June 30, 2010, unless terminated earlier pursuant to the terms of this Agreement.

4. **CERTIFICATION.** A current copy of the Provider's supplemental service provider certification shall be provided to the Board on or before the date this Agreement is executed by Provider. Provider agrees that it will continue to meet all state and federal requirements for supplemental education services providers throughout the term of this Agreement and shall notify the Board immediately if its certification is revoked or suspended.

5. **MONITORING.** Provider shall allow unrestricted access by Board representatives to its facilities for periodic monitoring of each Eligible Student's instructional program and shall be invited to participate in the review of each Eligible Student's progress. The Board shall have unrestricted access to observe each Eligible Student at work, observe the instructional setting, interview Provider and review each Eligible Student's records and progress. Such access shall include unannounced monitoring visits. When making site visits, Board representatives shall initially report to Provider's administrative office on site.

6. **BACKGROUND CHECKS AND REPORTING REQUIREMENTS.**

(a) All Provider staff providing Services, and any of Provider's staff located at any facility where Services are provided, will be subject to background checks conducted by Provider at no expense to the Board. This background check will include those required by law but in no event less than the following: (a) a Missouri State Highway Patrol fingerprint check; (b) a Federal Bureau of Investigation fingerprint check; and (c) a Missouri Division of Family Services check. No individual who has been convicted of or pled guilty to a criminal act, or who has been investigated by DFS and DFS has issued an adverse finding concerning the individual, will provide Services under this Agreement or be allowed in the facility while Services are being provided. By execution of this Agreement, Provider certifies it has reviewed the history of all existing employees to ensure compliance with this provision, and will continue to monitor the criminal backgrounds of all new and existing employees. Each new employee will be subject to a background check prior to hiring, and all employees will be subject to additional background checks, as described above, no less than annually.

(b) Provider will make available to the Board a list of all current employees and their qualifications upon request, along with the results of all background checks. Provider will also inform the Board in writing immediately if an allegation of misconduct by Provider's employees is made by an Eligible Student, an Eligible Student's parent(s) or any other person.

(c) Provider shall submit to the Board within 24 hours a report on any accident or incident involving any Eligible Student.

(d) Provider warrants that all staff members, including volunteers, are familiar with and agree to adhere to child and dependent adult abuse and missing children reporting obligations and procedures as specified by Missouri law. Provider must develop and/or maintain policies on these subjects as required by law.

(e) Provider shall promptly notify an Eligible Student's parent(s) when a student misses a scheduled session.

7. **INSURANCE.**

(a) Provider shall maintain occurrence-based insurance including comprehensive general liability, automotive liability, and if applicable, worker's compensation and employers' liability in the amounts specified in Exhibit A. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

(b) The Board shall be included as an additional insured on all required insurance policies, except worker's compensation and employers' liability, with respect to the liability arising out of the performance of Provider's Services under this Agreement.

(c) Certificates of insurance of Provider's insurance coverage shall be furnished to the Board of Education at the time of commencement of the Services.

(d) All such insurance shall provide for notice to the Board of Education of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

8. **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, if permitted by law.

(b) This Agreement shall (i) terminate immediately upon Provider's removal from the list of State-approved supplemental education service providers; and (ii) terminate immediately as to an individual Eligible Student if a parent withdraws the Eligible Student from Provider's program.

(c) The Board may terminate Provider's provision of services to an Eligible Student in the event Provider is unable to meet the goals and timetables specified in the Eligible Student's IIP.

(d) If the Board terminates this Agreement pursuant to Paragraph 8(a) or 8(c), the Board shall provide written notice to Provider. In the event of termination for any reason, Provider will be entitled to payment for satisfactory Services performed up to the time of termination, provided that the SLPS first receives and approves an invoice compliant with the terms herein.

9. **INDEMNITY.** Provider agrees to indemnify and hold harmless the Board and the Board's members, officers, employees, servants and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including, without limitation, reasonable legal fees and expenses in connection with any investigative, administrative or judicial proceeding, whether or not designated a party thereto) which may

be suffered by, incurred by or threatened against the Board or any members, officers, employees, servants or agents of the Board on account of or resulting from injury, or claim of injury, to person or property arising from Provider's actions or omissions relating to this Agreement, or arising out of Provider's breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Provider.

10. **PROVIDER ACKNOWLEDGEMENTS AND REPRESENTATIONS.**

Provider acknowledges and represents that (i) Provider 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 Provider, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Provider and to bind Provider to the terms hereof, (iv) Provider shall comply with all State, federal and local statutes, regulations and ordinances, including but not limited to all aspects of the No Child Left Behind Act, health, safety, civil rights and employment laws and Board policies; (v) Provider 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, religion, veteran status, disability, parental status or marital status; (vi) Provider shall not disclose to the public the identity of any student eligible for, or receiving Supplemental Educational Services without the written permission of the parents of such student; (vii) all instruction and content of Provider's program shall be secular, neutral and non-ideological; and (viii) Provider will represent itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the Board.

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

12. **REPORTING.** During the term of this Agreement, Provider shall report to, and confer with **Deloris** Green and/or her designee on a regular basis, and as may be reasonably requested, concerning the Services performed by Provider and issues related to the Services. Provider also agrees to meet and confer with other Board administrators, officers and employees as directed, or as may be necessary or appropriate.

13. **ASSIGNMENT.** Provider agrees, for Provider and on behalf of Provider's successors, heirs, executors, administrators, and any person or persons claiming under Provider, that this Agreement and the obligations, rights, interests, and benefits hereunder cannot be assigned, transferred, pledged, or hypothecated in any way and shall not be subject to execution, attachment, or similar process, without the express written consent of the Board. Any attempt to do so, contrary to these terms, shall be null and void and shall relieve the Board of any and all obligations or liability hereunder.

14. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement and there are no understandings, representations or agreements, oral or written, express or implied other than those set forth herein. No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by both parties. Provider expressly acknowledges that only the Board of Education of the City of St. Louis, acting by majority vote (or greater if required by law or policy) may agree to any modification of this Agreement. Any act by an individual(s) which purports to modify this Agreement or approve a modification without express written authority from the Board of Education shall be null and void from its inception, and neither the Board of Education nor any of its officers, members, employees, servants or agents shall be liable therefore, either in their official or individual capacities.

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

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

To Provider:

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

16. **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.

17. **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.

18. **HEADINGS.** All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

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

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

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

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

23. **INDEPENDENT CONTRACTOR.** The Board and Provider agree that Provider will act for all purposes as an independent contractor and not as an employee, in the performance of Provider's duties under this Agreement. Accordingly, Provider shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Provider's Services, including by way of illustration but not limitation, federal and state income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes. In addition, Provider and Provider's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Provider shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the Board or to attempt to bind the Board.

24. **INFRINGEMENT.** Provider warrants to the Board that Provider, 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. Provider further represents and warrants to the Board that neither Provider nor any other company or individual performing Services pursuant to this Agreement is under any obligation to assign or give any work done under this Agreement to any third party.

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

26. **DEFINITIONS.** As used in this Agreement, the following terms mean: (a) "person" means any natural person, firm, association, partnership, corporation or other form of legal entity; (b) "Eligible Student" means a student enrolled in the St. Louis Public Schools eligible to receive supplemental educational services pursuant to the NCLB; (c) "Supplemental Educational Services" or "Services" means tutoring and other supplemental academic enrichment services that comply with all requirements of the NCLB, the NCLB's implementing regulations and this Agreement.

[Remainder of this page intentionally left blank.]

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

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

By:_____

By:_____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Insurance Coverage Required

Comprehensive Liability	\$1,000,000.00
Automotive Liability	\$1,000,000.00
Workers' Compensation	\$1,000,000.00
Employer's Liability	\$2,000,000.00
Other	\$ N/A

*Received from DESE
August 12, 2009*

**DESE APPROVED PROVIDERS 2009-2010
For St. Louis Public Schools**

Name: A+ Grades Up

Oklahoma City, OK

Areas served: all school districts in Missouri

Location and frequency of services: student's school site; sessions per week are 1-2 on weekends, 2-4 during weekdays

Transportation offered: yes, per hour fee will increase but not to exceed \$63

Subjects taught and grade levels served: reading, math; K-12

Student/Tutor ratio: large group (5-8 students)

Minimum number of students required to offer services: 5

Cost: \$125 testing fee + \$39 to \$63 per hour

Type of instruction: Basic reading and math curriculum. Reports to parents and school through letters, phone calls, conferences.

Qualifications of tutors: certified teachers, some with masters degree, ability to speak Spanish

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: NCE points gained over a year: vocabulary 14; reading comprehension 16; math computation 24; math concepts 19; total math 23.

Name: ABC Tutors, Inc.

Overland Park, KS

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, student's home with parent present, community site; 2-3 sessions weekly for small groups, 1-5 sessions weekly for one-to-one depending on student's need

Transportation offered: at student's school or tutor travels to home

Subjects taught and grade levels served: reading, writing, math; K-8

Student/Tutor ratio: one-on-one, small group (2-5 students)

Minimum number of students required to offer services: 1

Cost: \$40 per hour per student for small group; \$60 per hour for one-to-one — may negotiate

Type of instruction: individualized instruction. Reports to parents and school weekly through letters, phone calls, conferences, also email if requested.

Qualifications of tutors: certified teachers, some with reading specialist certification, masters degree, ability to speak Spanish and French

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: no statistical data given.

Name: Accuracy Temporary Services, Inc. (ATS)

Clinton Township, MI

Areas served: all school districts in Missouri

Location and frequency of services: student's home; two 1-hour sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, math; K-8

Student/Tutor ratio: individual, on-line/web-based

Minimum number of students required to offer services: 1

Cost: \$50 per hour

Type of instruction: Pearson Digital's Success Maker program. Weekly, monthly letters, phone calls, e-mail, conference with parents and school.

Qualifications of tutors: baccalaureate degree in education, some with masters degree, ability to speak Spanish

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: no statistical data given.

Name: Ace It/Sylvan SES-MO, LLC (formerly New Heights Intl., LLC)

St. Louis MO

Areas served: all school districts in Missouri – per franchise agreements

Location and frequency of services: student's school site, provider site, community site; 2-4 sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, writing, math; K-12

Student/Tutor ratio: small group (2-5 students)

Minimum number of students required to offer services: 1

Cost: \$50 per hour

Type of instruction: Ace It! Monthly reports to parents and school through phone calls, letters, and conferences.

Qualifications of tutors: certified teachers

Able to serve specific populations: students with limited English proficiency

Evidence of effectiveness: no statistical data given.

Name: Ace Learning, LLC (formerly Total Learning Center, LLC) **Sand Springs OK**

Areas served: all school districts in Missouri

Location and frequency of services: student's school site; 2-3 sessions per week

Transportation offered: from site to home, when available

Subjects taught and grade levels served: reading, writing, math; K-12

Student/Tutor ratio: small group (2 to 5 students)

Minimum number of students required to offer services: 10

Cost: \$40 - \$55 per hour

Type of instruction: SRA and McGraw-Hill curriculum. Bi-monthly reports to parents and school through letters, phone calls, conferences.

Qualifications of tutors: certified teachers, some with ability to speak Spanish, some college graduates, paraprofessionals; must have experience working in Title I schools

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: no statistical data given.

Name: Achievia Tutoring of Missouri, LLC

Ellisville, MO

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, other sites as needed for student convenience; four 1-hour sessions or two 2-hour sessions weekly

Transportation offered: provided only if there is a large enough enrollment; no fee charged

Subjects taught and grade levels served: reading, math; K-12

Student/Tutor ratio: one-on-one, small group (2-5 students)

Minimum number of students required to offer services: 20

Cost: \$35 - \$55 per hour

Type of instruction: SRA/McGraw-Hill material. Reports to parents and school through letters, phone calls, conferences at least four times during sessions.

Qualifications of tutors: certified teachers, some with reading specialist certification, masters degree, ability to speak Spanish and French

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: average 1.7 grade level increase for ALL tutored students; average NCE gains of vocabulary 16, comprehension 14, computation 14, concepts and application 13.

Name: Alternatives Unlimited, Inc.

Baltimore, MD

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, provider site, community site, student's home; two sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, writing, math; K-12

Student/Tutor ratio: one-on-one, small group (2 to 5 students), large group (6 to 10 students)

Minimum number of students required to offer services: 7

Cost: group \$40 per hour, \$50 per hour for one-on-one

Type of instruction: Evans Newton, Inc., iTarget Teach Fundamentals. Weekly, bi-monthly, monthly, or as needed/requested, letters, phone calls, conference with parents and school, home visits when appropriate.

Qualifications of tutors: certified teachers, some with ability to speak Spanish

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: no statistical data given.

Name: Brainfuse Tutoring ---- The Trustforte Corporation

New York, NY

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, student's home (computer with internet access); 2-3 sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, writing, math; 3-12

Student/Tutor ratio: one-on-one, on-line/web-based

Minimum number of students required to offer services: 2

Cost: \$35 - \$45 per hour

Type of instruction: Brainfuse One-to-One Tutoring. Reports to parents and school through letters, phone calls, phone conferences every 15 sessions.

Qualifications of tutors: some with a baccalaureate degree in Mathematics and English, some with masters degree, ability to speak Spanish, Korean, Chinese, Russian

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: independent studies indicate that students advance an average of one grade level after 30 tutoring sessions.

Name: Bright Sky Learning, LLC

Chadds Ford, PA

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, provider site, community center, faith-based organization; three 1-hour sessions weekly

Transportation offered: not usually provided

Subjects taught and grade levels served: reading, math; K-12

Student/Tutor ratio: small group (2-5 students)

Minimum number of students required to offer services: 30

Cost: \$40 per hour

Type of instruction: programs align with national recommendations. Monthly reports to parents and school by letters, phone calls, conferences.

Qualifications of tutors: Missouri teachers trained in Bright Sky curriculum, some with ability to speak Spanish

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: on average, reading grade level increases of 1.5 grade levels with 20+ hours of instruction. For math our research shows, on average, an increase of 1.35 grade levels with 15 hours of instruction.

Name: Carver Learning Systems, Inc.

Leawood, KS

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, provider site, student's home with internet access and an IBM compatible computer; 2-5 sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading; 2-12

Student/Tutor ratio: small group (2 to 5 students), large group (6 to 10 students), on-line/web-based

Minimum number of students required to offer services: 1

Cost: \$50 per hour; scholarships available

Type of instruction: Carver Reading Tutor (CaRT). Weekly, bi-monthly, and monthly reports to parents and school through letters, phone calls, conferences.

Qualifications of tutors: certified teachers, some with masters degree, ability to speak Spanish. Lab coordinators supervised by a Missouri certified administrator, Missouri special education administrator, and a Kansas certified reading specialist.

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: students typically improve an average of 2 grade levels in reading when working 5 hours per week all year with vocabulary-based computerized program.

Name: Club Z! Inc.

Tampa, FL

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, student's home with parent present, or community location; 1-5 sessions per week

Transportation offered: tutor travels to home

Subjects taught and grade levels served: reading, writing, math; K-12

Student/Tutor ratio: one-on-one, small group (2-5 students)

Minimum number of students required to offer services: 2

Cost: \$60 per hour

Type of instruction: individualized instruction. Weekly reports to parents and school by letters, phone calls, conferences.

Qualifications of tutors: certified teachers, some with masters degree, reading specialist certification, ability to speak Spanish, German, Creole, French, Japanese, and some tutors with associate degree

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: on average, one grade level increase in reading and math for those completing the entire program.

Name: Educate Online Learning, LLC

Baltimore, MD

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, student's home; 2-4 sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, math; 3-12

Student/Tutor ratio: one-on-one, small group (2-5 students), on-line/web-based

Minimum number students required to offer services: 30

Cost: on average \$50 - \$65 per hour

Type of instruction: web-based/online. Monthly reports to parents and school by letters, phone calls; parents can view progress report online.

Qualifications of tutors: U.S.-based certified teachers, some with ability to speak Spanish

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: on average, one or more grade level increase in reading or math after 20 hours of instruction.

Name: HUDDLE Learning, Inc.

Basehor, KS

Areas served: all school districts in Missouri

Location and frequency of services: student's school site; provider site; 2-3 sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, math; K-12

Student/Tutor ratio: one-on-one, small group (2-5 students), on-line/web based

Minimum number of students required to offer services: 20

Cost: small group \$35 per hour, \$50 per hour for one-on-one

Type of instruction: combination of computer-assisted learning tools and curriculum materials. Monthly reports to parents and school through letters, phone calls, conferences.

Qualifications of tutors: certified teachers, some with masters degree, ability to speak Spanish

Able to serve specific populations: students with limited English proficiency

Evidence of effectiveness: no statistical data given.

Name: Innovative Education Concepts, LLC

Granite City, IL

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, provider site, community site, student's home; two sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, writing, math; K-12

Student/Tutor ratio: one-on-one, small group (2-5 students), large group (6 to 10 students)

Minimum number of students required to offer services: 1

Cost: \$37.50 per hour

Type of instruction: IEC's curriculum. Monthly, or as needed, reports to parents and school through letters, phone calls, conferences.

Qualifications of tutors: certified teachers, some with reading specialist certification

Able to serve specific populations: students with disabilities

Evidence of effectiveness: no statistical data given.

Name: Juntos Development Solutions, LLC

Florissant, MO

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, provider site, community site; depending on site and student's plan

Transportation offered: provided as needed

Subjects taught and grade levels served: reading, writing, and math; K-12

Student/Tutor ratio: one-on-one, small group (2 to 5 students)

Minimum number of students required to offer services: 10

Cost: \$40 per hour

Type of instruction: instructional reading and math tutorial services. Monthly letters, phone calls, and conference with parents and school.

Qualifications of tutors: certified teachers, some with reading specialist certification, masters degree, ability to speak Spanish; tutors must have a minimum of 60 college semester hours, complete certification process, and will be supervised by master's level educational staff, tutors required to help students translate Ebonics into standard English

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: students have achieved gains as much as 65 percentile points during program.

Name: Kumon North America, Inc.

Teaneck, NJ

Areas served: all school districts in Missouri

Location and frequency of services: provider site; two sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, math; K-12

Student/Tutor ratio: small group (2-5 students), large group (6-10 students)

Minimum number of students required to offer services: 1

Cost: \$25 per hour

Type of instruction: Kumon Math and Reading programs. Reports to parents and school through letters, phone calls, conferences bi-monthly and monthly.

Qualifications of tutors: some with baccalaureate degree in Math, Science and English, ability to speak Japanese

Able to serve specific populations: students with limited English proficiency

Evidence of effectiveness: no statistical data given.

Name: Learn-It Systems, LLC

Baltimore, MD

Areas served: all school districts in Missouri (at least \$1,250. per pupil allocation required)

Location and frequency of services: student's school site; 2-4 sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, math; K-12

Student/Tutor ratio: large group (6-10 students)

Minimum number of students required to offer services: 30

Cost: \$50 - \$65 per hour

Type of instruction: Learn It Proprietary Curriculum. Reports to parents and school weekly, bi-monthly, monthly through letters, phone calls, and conferences.

Qualifications of tutors: certified teachers, some with reading specialist certification, masters degree, ability to speak Spanish

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: no statistical data given

Name: Learning4Today, LLC

Little Rock, AR

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, student's home; 2-3 sessions per week

Transportation offered: if numbers and situation warrants

Subjects taught and grade levels served: reading, writing, math; K-12

Student/Tutor ratio: one-on-one, small group (2-5 students), on-line/web-based

Minimum number of students required to offer services: 10

Cost: \$40 - \$60 per hour

Type of instruction: computer-aided instruction utilizing a mastery learning model. Reports to parents and school through letters, phone calls, conferences bi-monthly, monthly.

Qualifications of tutors: certified teachers, some with reading specialist certification, masters degree, ability to speak Spanish

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: no statistical data given

Name: Leatherwoods Enterprises, Inc.

Kansas City, MO

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, provider site, natural environment; as required by LEA (will vary)

Transportation offered: no

Subjects taught and grade levels served: reading, writing, math; K-12

Student/Tutor ratio: one-on-one, small group (2-5 students), large group (6-10 students)

Minimum number of students required to offer services: 50

Cost: \$35 - \$50 per hour

Type of instruction: CIERA, Cognitive Tutor, I CAN Math. Reports to parents and school through letters, phone calls, conferences, e-mails weekly, monthly, or as agreed.

Qualifications of tutors: certified teachers, some with reading specialist certification, masters degree, ability to speak Arabic, French, Spanish, West African

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: no statistical data given.

Name: Millennial Academy of St. Louis

St. Louis, MO

Areas served: all school districts in Missouri

Location and frequency of services: provider site; 2-4 sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading and math; K-12

Student/Tutor ratio: one-on-one, small group (2 to 5 students), on-line/web-based

Minimum number of students required to offer services: 2-4

Cost: \$35 - \$45 per hour

Type of instruction: tutoring. Monthly letters, phone calls, and conference with parents and school

Qualifications of tutors: certified teachers

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: no statistical data given.

Name: Quality Educational Strategies (QUEST)

Independence, OH

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, community site; 2-3 sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, math; K-12

Student/Tutor ratio: one-on-one, small group (2-5 students), large group (6-10 students)

Minimum number of students required to offer services: 30

Cost: \$70 per hour (negotiable)

Type of instruction: individualized hands-on program strategies. Reports to parents and school through letters, phone calls, conferences weekly, bi-monthly and monthly.

Qualifications of tutors: certified teachers, some with reading specialist certification, masters degree

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: no statistical data given.

Name: Terry Learning Center of Missouri, Inc.

Atlanta, GA

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, provider site; 2-4 sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, writing, math; K-12

Student/Tutor ratio: one-on-one, small group (2 to 5 students), large group (6 to 10 students), on-line/web-based

Minimum number of students required to offer services: 10

Cost: \$45 per hour

Type of instruction: Study Island program. Monthly letters, phone calls, conference with parents and school.

Qualifications of tutors: certified teachers, some with reading specialist certification, masters degree, ability to speak Spanish, and college students and paraprofessionals with minimum of 60 college hours

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: no statistical data given.

Name: W.E.B. DuBois Learning Center

Kansas City, MO

Areas served: all school districts in Missouri

Location and frequency of services: student's school site, provider site; 3 sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, writing, math; K-12

Student/Tutor ratio: one-on-one, small group (2 to 5 students), large group (6 to 10 students)

Minimum number of students required to offer services: 1

Cost: \$40 per hour

Type of instruction: DLC Math, Scholastic After the Bell. Monthly letters, phone calls, conference with parents and school.

Qualifications of tutors: certified teachers, some with reading specialist certification, masters degree, some with degree in math, communication arts, engineering, accounting

Able to serve specific populations: no

Evidence of effectiveness: based on standardized pre- and post-testing, an average increase of 1.3 grade level in reading comprehension. 65% of students had vocabulary gains, 88% showed fluency and comprehension improvement at a higher grade level.

Name: Academy of Champions, LLC

Orlando, FL

Areas served: Kansas City and St. Louis City School Districts

Location and frequency of services: student's school site, community site, student's home; no more than 3 sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, math; K-12

Student/Tutor ratio: one-on-one, small group (2-5 students), large group (6-10 students)

Minimum number of students required to offer services: 50

Cost: \$50 per hour for small & large group, \$70 per hour for one-on-one

Type of instruction: Curriculum Associates. Monthly, or as requested, reports to parents and school through letters, phone calls, conferences.

Qualifications of tutors: certified teachers, some with reading specialist certification, masters degree, ability to speak Spanish, and paraprofessionals with minimum of 60 college hours

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: no statistical data given.

Name: Applied Scholastics International

St. Louis, MO

Areas served: Kansas City, St. Louis City, Riverview Gardens, Normandy, Jennings School Districts

Location and frequency of services: student's school site; three 1-hour sessions or two 1 1/2-hour sessions weekly

Transportation offered: may be available, depending on location

Subjects taught and grade levels served: reading, math; K-12

Student/Tutor ratio: one-on-one for special needs students, small group (2-5 students)

Minimum number of students required to offer services: 6

Cost: \$25 per hour per student

Type of instruction: Applied Scholastics Remedial Reading and Math curriculum. Reports to parents and school through phone calls, conferences, weekly progress reports.

Qualifications of tutors: certified teachers, some with a speech/language degree, some with experience in social and behavioral sciences, and paraprofessionals with minimum of 60 college hours

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: 4th grade students receiving 11 hours of tutoring averaged an advance of one grade level in reading; students in grades 5-8 with 15 hours of tutoring reduced achievement gap on average as much as 45.6% in reading and 53% in math.

Name: Be Smart In Home Tutorial Service, Inc.

St. Louis, MO

Areas served: Metro St. Louis area schools

Location and frequency of services: student's school site, tutoring at student's home with parent/guardian in the home at all times; 1-4 sessions per week depending on student's need

Transportation offered: tutor travels to home

Subjects taught and grade levels served: reading, writing, and math; K-8

Student/Tutor ratio: one-on-one, small group (2-5 students), large group (6-10 students)

Minimum number of students required to offer services: 1

Cost: \$50 per session

Type of instruction: Be Smart's curriculum. Reports to parents and school through letters, phone calls, conferences weekly, bi-monthly, monthly, and in the home.

Qualifications of tutors: certified teachers, some with reading specialist certification, baccalaureate degree in education/special education, masters degree

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: no statistical data given

Name: Catholic Charities of St. Louis

St. Louis, MO

Areas served: St. Louis City and St. Louis County schools

Location and frequency of services: provider site; 3 sessions per week

Transportation offered: yes, no separate fee

Subjects taught and grade levels served: reading, math; K-5

Student/Tutor ratio: one-on-one, small group (2-5 students)

Minimum number of students required to offer services: 10

Cost: on average \$36 per hour per student

Type of instruction: Success for All, Investigations. Reports to parents and school weekly by letters.

Qualifications of tutors: Instructors have college degree or are working on degree, some with ability to speak Spanish and Vietnamese

Able to serve specific populations: students with limited English proficiency

Evidence of effectiveness: no statistical data given.

Name: Cool Kids Learn, Inc.

Miami Lakes, FL

Areas served: Kansas City and St. Louis City school districts

Location and frequency of services: student's school site, community site; 1-2 sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, math; K-12

Student/Tutor ratio: large group (6 to 10 students)

Minimum number of students required to offer services: 6

Cost: \$50 per hour

Type of instruction: Great Source (Steps to Success). Monthly letters, phone calls, conference with parents and school.

Qualifications of tutors: certified teachers, some with reading specialist certification, masters degree, ability to speak Spanish, and some with associate degree, 60 college semester hours

Able to serve specific populations: students with limited English proficiency

Evidence of effectiveness: no statistical data given.

Name: KCI Enterprises, Inc./Sylvan Learning/Ace It! Tutoring

Clayton, MO

Areas served: Affton, Bayless, Brentwood, Crystal City, Desoto, Dunklin R-V, Ferguson-Florissant, Festus R-VI, Fox C-6, Grandview R-II, Hancock Place, Hazelwood, Hillsboro R-III, Jefferson R-VII, Jennings, Kirkwood, Lindbergh, Maplewood-Richmond Heights, Mehlville, Northwest R-I, Riverview Gardens, Rockwood, St. Louis City, Sunrise R-IX, Webster Groves, Windsor C-1 school districts

Location and frequency of services: provider site (Sylvan); student's school site, provider site, community site (Ace It!); 2-3 sessions per week

Transportation offered: yes

Subjects taught and grade levels served: reading, math; K-12

Student/Tutor ratio: one-on-one, small group (2-5 students) with Sylvan; small group (2-5 students), large group (6-10 students) with Ace It! Tutoring

Minimum number of students required to offer services: 1(Sylvan), 6-8 (Ace It!)

Cost: \$40 per hour average.

Type of instruction: Sylvan Learning or Ace It! Tutoring programs. Reports to parents and school through letters, phone calls, conferences, e-mails weekly, monthly.

Qualifications of tutors: certified teachers, some with reading specialist certification, masters degree, Sylvan/Ace It! Tutoring training is required, Sylvan/Ace It! Tutoring hires TESOL teachers

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: no statistical data given.

Name: Neighborhood Houses

St. Louis, MO

Areas served: St. Louis City and Wellston

Location and frequency of services: student's school site, provider site; two sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, math; K-8

Student/Tutor ratio: one-on-one, small group (2-5 students)

Minimum number of students required to offer services: 5

Cost: \$24 per hour

Type of instruction: Academic Achievers: Math and reading Club. Monthly reports to parents and school through letters, phone calls, conferences.

Qualifications of tutors: certified teachers

Able to serve specific populations: no

Evidence of effectiveness: no statistical data given.

Name: New Century Education Services Corp.

Piscataway, NJ

Areas served: Riverview Gardens, St. Louis City, Normandy School Districts

Location and frequency of services: student's school site or other district site; two hours per week in one or two sessions

Transportation offered: no

Subjects taught and grade levels served: reading, writing, math; 3-8

Student/Tutor ratio: large group computerized instruction overseen by a tutor

Minimum number of students required to offer services: 30

Cost: \$30 - \$60 per hour per student

Type of instruction: New Century Education assessments and individualized instruction. Reports to parents weekly, bi-monthly, monthly through letters, phone calls, and conferences.

Qualifications of tutors: certified teachers

Able to serve specific populations: students with disabilities

Evidence of effectiveness: no statistical data given.

Name: Newton Learning

New York, NY

Areas served: St. Louis City and Kansas City School Districts

Location and frequency of services: student's school site; 2-3 sessions per week

Transportation offered: no

Subjects taught and grade levels served: reading, math; K-8

Student/Tutor ratio: large group (6-10 students)

Minimum number of students required to offer services: 50

Cost: \$33.33 per hour per student

Type of instruction: reading and math programs. Monthly, or as needed, reports to parents and school through letters, phone calls, conferences.

Qualifications of tutors: certified teachers

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: nationwide, students have shown academic gains of an average 67% in math and 57% in reading.

Name: Noel-Cox, Helping Kids, LLC/Sylvan/Ace It! Tutoring

Ballwin, MO

Areas served: St. Louis and St. Charles counties

Location and frequency of services: student's school site, provider site, community site; 2 or more hours per week

Transportation offered: no

Subjects taught and grade levels served: reading, writing, math; K-12

Student/Tutor ratio: small group (2-5 students), large group (6-10 students), on-line/web-based

Minimum number of students required to offer services: 40

Cost: \$33 per hour

Type of instruction: prescriptive programs in reading writing, math, and study skills. Reports to parents every 12 hours of instruction through conferences.

Qualifications of tutors: certified teachers, some with degree in math, reading specialist certification, masters degree

Able to serve specific populations: students with disabilities

Evidence of effectiveness: no statistical data given.

Name: NonPublic Educational Services, Inc./NESI

Salem, MA

Areas served: St. Louis City and Kansas City School Districts

Location and frequency of services: student's school site, community-based organization; two-three sessions of 1-2 hours per session weekly

Transportation offered: no

Subjects taught and grade levels served: reading, writing, math; K-8

Student/Tutor ratio: one-on-one, small group (2-5 students)

Minimum number of students required to offer services: 15

Cost: \$40 per hour

Type of instruction: tutoring program focuses on reading, language arts, and math. Reports to parents and school through letters, phone calls, conferences monthly.

Qualifications of tutors: certified teachers

Able to serve specific populations: students with limited English proficiency

Evidence of effectiveness: no statistical data given.

Name: Provident, Inc.

St. Louis, MO

Areas served: St. Louis City, Jennings, Riverview Gardens School Districts

Location and frequency of services: provider site, student's school site, community site; reading: five 60-90 minute sessions per week, math: 60-90 minute sessions biweekly

Transportation offered: provided if a minimum of 5 students from one school, no separate fee.

Subjects taught and grade levels served: reading, writing, math; K-12

Student/Tutor ratio: one-on-one, small group (2 to 5 students), large group (6 to 10 students), on-line/web-based

Minimum number of students required to offer services: 10-15

Cost: \$16 per hour

Type of instruction: New Century Integrated Instructional System. Weekly, bi-monthly, monthly letters, phone calls, conference with parents and school.

Qualifications of tutors: certified teachers, some with reading specialist certification, masters degree, Missouri certified MAP test trainer

Able to serve specific populations: students with disabilities

Evidence of effectiveness: over the past three years, participants in reading program that have taken the Gates McGintie test have consistently tested between .5 and 1 grade level above their initial reading level.

Name: Urban FUTURE

St. Louis, MO

Areas served: St. Louis City and St. Louis County schools

Location and frequency of services: student's school site; 1-4 sessions per week

Transportation offered: transportation home can be provided, separate fee may apply

Subjects taught and grade levels served: reading, writing, math; 3-8

Student/Tutor ratio: one-on-one, small group (2 to 5 students)

Minimum number of students required to offer services: 5

Cost: \$35 per hour

Type of instruction: IMPACT tutoring. Quarterly reports to parents and school through letters, phone calls, and conferences.

Qualifications of tutors: certified teachers

Able to serve specific populations: students with limited English proficiency and disabilities

Evidence of effectiveness: no statistical data given

Qualifications of tutors: certified teachers, some with reading specialist certification, masters degree

Able to serve specific populations: students with disabilities

Evidence of effectiveness: no statistical data given.

SAINT LOUIS PUBLIC SCHOOLS

Date: September 1, 2009

To: Kelvin R. Adams, Ph.D.

From: Terry Laster, Chief Information Officer

Agenda Item: 09-22-09-06

Information: ☐

Conference: ☐

Action: ☒

Subject:

Contract renewal with Group Basis to provide SAP implementation services for the period from September 11, 2009 through June 30, 2010 at a cost not to exceed \$72,000.00

Background:

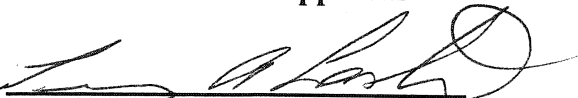
This is a request to renew a contract with Group Basis to continue providing SAP Technical Support Services. Under the terms of the agreement Group Basis will continue to provide on-going SAP Basis support, proactive maintenance, and expert problem resolution in the SLPS SAP environment. Additionally, Group Basis will provide system administration support for the SAP, Oracle and Windows software stack during the SAP implementation. Group Basis has played a critical role in working with Ciber Solutions, to facilitate the upgrade of the SLPS SAP system. They have a well established working relationship with Ciber and SLPS that makes this renewal essential to our continued efforts to optimize the District's use of the SAP system.


MSIP 6.4.3
CSIP Goal 2, Row 86

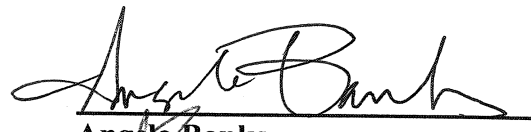
Funding Source : 981-6319-2828-110-75


Cost not to exceed: \$72,000.00

Recommendation: Approval


Terry Laster, Chief Information Officer


Enos Moss
CFO / Treasurer


Angela Banks
Interim Budget Director


Kelvin R. Adams, Ph.D.
Superintendent

WBY 9/1/09

Requisition Number#: _____

Vendor #: _____

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

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

Taxpayer Identification Number: 20-4077359

Address: 11405 West Woodside Dr.

Contact Person: Joey Hirao

Telephone Number: 414-409-7392

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

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

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

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

1. **TERM:** The Contractor shall commence performance of this Agreement on the **1st Day of September, 2009**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30th Day of June 2010**.
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 \$ 72,000.00 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 Madkins
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Mary Harper
(c)	Verification of the receipt of all documents produced by Contractor pursuant to the Scope of Services by:	Mary Harper

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

8. RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES

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

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

9. CONFIDENTIALITY

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

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

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

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

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

14. **TERMINATION**

- a. **Termination without Cause.** The District may terminate this Agreement without cause by giving written notice of the intent to terminate. In the event that such written Notice of Intent to Terminate is provided, termination of this Agreement shall become effective thirty (30) days from the date set forth in the Notice of Intent to Terminate. The Consultant will cease work on said termination date and take all reasonable actions to minimize any expenses. The Consultant will be compensated for those services provided through the date of termination and any approved related expenses within sixty (60) 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, Contractor shall report to, and confer with, the Board's **Sheila Madkins**, and/or her designee on regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other Board administrators, officers and employees as directed or as may be necessary or appropriate.

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

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

19. **MODIFICATION** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification

shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties

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

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

To Contractor: Group Basis, Inc.
11405 West Woodside Dr.
Halles Corners, WI 53130

Legal Notice Enclosed

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

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

- a. **Special Administrative Board Approval.** It may be necessary to obtain the approval of the Special Administrative Board (hereinafter "SAB" or "Board") for this Agreement. If so, the Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Consultant of the approval or disapproval of the SAB. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to approval by the SAB and performance of such services hereunder shall be at the sole risk and liability of the Consultant. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.
- b. **Executed Agreement.** This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. The Consultant understands and agrees that the obligations of the District are conditioned upon, and subject to, such execution. The Consultant understands that the District shall not be obligated to compensate it for any services provided prior to the execution of this Agreement and performance of such services hereunder shall be at the sole risk and liability of the Consultant.
26. **RIGHTS CUMULATIVE** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies which such party may have, whether by present or future law or pursuant hereto, and each party shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or other remedy without thereby waiving or being barred or stopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.
27. **CONTRACTOR REPRESENTATIONS** Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, Federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable Board policies and regulations.
28. **INDEPENDENT CONTRACTOR** The Board and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's services in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes. In addition, Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Contractor shall have no authority to assume or incur any

obligation or responsibility, or make any warranty for, on behalf of the Board, or to attempt to bind the Board except with prior written authorization from the Board. Contractor shall pay all costs of conducting its activities hereunder, including all compensation to employees of Contractor.

29. CONSULTANT'S PERSONNEL

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

Personnel within fifteen (15) days of a vacancy on the District's account, all without any additional cost to the District. Within three (3) days of a written request by the District, the Consultant agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.

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

30. **OWNERSHIP OF COMPLETED SERVICES** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Contractor Services under this Agreement shall vest in and are hereby assigned to the Board. Except as provided in this Agreement, Contractor shall retain no right, ownership or title in the Services including all deliverables and all materials or information arising from this Agreement, or any related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product. Contractor acknowledges that any copyrightable works prepared by Contractor under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the Board, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the Board for whatever use it desires, and nothing contained herein shall be deemed to constitute a mere a license or franchise in the Board.
31. **INFRINGEMENT** Contractor warrants to the Board that Contractor, in connection with performing the Services, will not infringe any patent, trademark, copyright, trade secrets, confidential information or any other proprietary right of any person. Contractor further represents and warrants to the Board that neither Contractor or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.
32. **USE OF DATA / INFORMATION** Information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall remain the Board's property and shall be used only in connection with the Services provided to the Board.
33. **DEFINITION** For purposes of this Agreement, the term "person" shall mean any natural person, firm, association, partnership, corporation or other form of legal entity.

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

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

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

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

**GROUP BASIS INC.
11405 WEST WOODSIDE DR.
HALES CORNERS, WI 53130**

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

By: _____

Title: Consultant

Date: _____

Tax I.D. No _____

By: _____

Title: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES

☒ **Contractor Services**
See Attachment

☐ **Insurance Coverage**

Comprehensive General Liability:	\$
Automotive Liability:	\$
Workers Compensation:	\$0
Employer's Liability:	\$0
Other:	\$0

PAYMENT SCHEDULE

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

CONTRACT COSTS AND EXPENSES
TO BE PAID BY BOARD

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____

Proposal #7035, August 19, 2009

group:basis, an SAP Technical Services Firm, proposes to provide ongoing SAP Basis support, proactive maintenance, and expert problem resolution in SLPS' SAP environment. TotalBasis™ will provide system administration support for the SAP, Oracle and Windows software stack at SLPS. The terms of this proposal expire within 30 days of the proposal date.

Deliverables for TotalBasis™ Plus

1. All services are performed offsite
2. SAP Basis support of SLPS' SAP environment (SM1, SBX, DEV, QAS, PRD)
3. SAP Oracle Database Administration
4. SAP Backup monitoring and troubleshooting
5. SAP Performance monitoring & troubleshooting
6. SAP Client Administration
7. SAP printer creation and maintenance
8. SAP Notes Application
9. SAP Support Packages
10. Assist with operating system management, patching, and administration
11. Quarterly refreshes of Quality system from Production
12. Mentor/advise local staff
13. Support hours: Monday-Friday 8am-5pm CST
14. 24x7 Off hours emergency support: Guaranteed 2 hour emergency response time

Assumptions

1. SLPS provides remote access connectivity
2. SLPS provides necessary Oracle, Windows and SAP user access
3. SLPS provides necessary Windows administration support
4. SLPS provides assistance with physical onsite tasks where required
5. SLPS provides Desktop and network support
6. SLPS provides physical hardware configuration and installation
7. SLPS provides routine SAP security role and transport management administrative tasks

Rates

Total Basis Yearly (12 months)	\$72,000
1 year prepay discount 5%	<\$3,600>
<hr/>	
Total Basis Yearly	\$68,400

Summary

Why choose *group:basis*?

1. Our personal touch
2. Our technical expertise
3. Proven ironclad service
4. Deliver above and beyond expectations
5. Proven track record at SLPS

Acceptance

I accept the proposal. (email to joey.hirao@groupbasis.com or FAX to 714-242-1766)

Signature: _____

Date: _____

Name: Terry Laster
Title: CIO
Company: SLPS



Vendor Performance Report

Type of report: Final <input type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: 8/1/09	
Dept / School: TECHNOLOGY	Reported By: TERRY LASTER	
Vendor: GROUP BASIS	Vendor #: 6000 12197	
Contract # / P.O. #: 4500140532	Contract Name: GROUP BASIS, INC.	
Contract Amount: \$ 113,200	Award Date:	
Purpose of Contract (Brief Description): SAP IMPLEMENTATION SERVICES		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 4 3 2 1	
Timeliness of Delivery or Performance	5 4 3 2 1	
Business Relations	5 4 3 2 1	
Customer Satisfaction	5 4 3 2 1	
Cost Control	5 4 3 2 1	
Average Score	24	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period. Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

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

Performance Ratings Guidelines

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

Performance Categories Descriptions

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

SAINT LOUIS PUBLIC SCHOOLS

Date: September 1, 2009

To: Kelvin R. Adams, Ph.D.

From: Terry Laster, Chief Information Officer

Agenda Item: 09-22-09-07

Information: ☐

Conference: ☐

Action: ☒

Subject:

Ratification of the emergency contract with Ciber, Inc. to provide assistance in resolving a SAP failure. The services is for August 14, 2009 through August 24, 2009 at a cost not to exceed \$25,955.00.

Background:

On August 14, 2009, SLPS contacted CIBER to request assistance in troubleshooting and diagnosing a critical payroll problem. A Statement of Work (SOW) for 30 hours of consulting services was executed on the same day and work commenced right away.

On August 16, 2009, it was determined that payroll could successfully run but that an erroneous data load had corrupted the budget structures resulting in the inability to post payroll. The decision was made to move forward as a team (SLPS, CIBER, and Group Basis) to continue with the necessary steps to resolving the posting issue.

On August 17, 2009 the hours (30) allotted in the original SOW had been consumed but the support services needed to continue. SLPS requested that CIBER continue working with SLPS to ensure the issue is worked until a resolution is reached. Tasks were developed to guide the team through the work required to continue troubleshooting, diagnosing, and testing possible solutions to the posting issue.

Funding Source :110-2828-6319-981-75

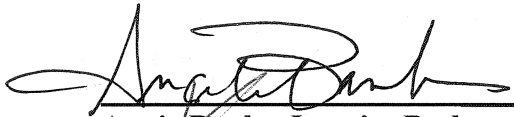
Requisition No.


Cost not to exceed: \$25,955.00

Recommendation: Approval


Terry Laster, Chief Information Officer


Enos Moss
CFO / Treasurer

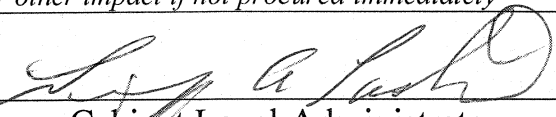


Angie Banks, Interim Budget
Director


Kelvin R. Adams, Ph.D.
Superintendent


MSK
9/11/09



EMERGENCY PURCHASE REQUEST (Non-Construction)

Requestor: Terry Laster	Date: 8-24-09
Department / School: Technology	Phone Number: 314-345-2366
Description of Emergency	
Critical failure in SAP Financial System	
Describe the service, materials or equipment required:	
<p>On August 14, 2009, SLPS contacted CIBER to request assistance in troubleshooting and diagnosing a critical payroll problem. A Statement of Work (SOW) for 30 hours of consulting services were executed on the same day and work commenced right away. On August 16, 2009, it was determined that payroll could successfully run but that an erroneous data load had corrupted the budget structures resulting in the inability to post payroll. The decision was made to move forward as a team (SLPS, CIBER, and Group Basis) to continue with the necessary steps to resolving the posting issue. On August 17, 2009 the hours (30) allotted in the original SOW had been consumed but the support services needed to continue. SLPS requested that CIBER continue working with SLPS to ensure the issue is worked until a resolution is reached. Tasks were developed to guide the team through the work required to continue troubleshooting, diagnosing, and testing possible solutions to the posting issue. (See Attachment)</p>	
Total Cost: \$25,955.00	
Method of Solicitation (Check appropriate box):	
<input type="checkbox"/> Quotes were obtained (see attached)	
<input checked="" type="checkbox"/> Quotes were not obtained (see attached for reason(s))	
Name of Selected Vendor: Ciber, Inc.	
<input type="checkbox"/> Is Selected Vendor MWD Certified	
<i>My signature acknowledges that I have received the above emergency request and I concur that these goods and/or services are of an unusual and compelling urgency that will cause serious injury, financial or other impact if not procured immediately</i>	
	08-24-09
Cabinet Level Administrator	Date
	
Superintendent	Date

Comments:

SLS SAP Production Issue Detailed:

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An issue was first reported to Ciber on 08/14/2009. The issue was that in the SLPS SAP system, many FI/FM postings were failing with errors such as, a specific posting address was not available as a posting object in the existing Budget Structure. This was causing the FI/FM postings to fail for many accounts from various feeder modules like Payroll, Procurement etc. Please note that HR payroll run was executing fine and it was determined that it would execute fine. The main issue was in the FI/FM postings from payroll perspective. One such error from a sample payroll posting was that the posting address 488-00-110 /1000/110-2411 was not available as a posting object in the existing Budget Structure. Please note that there had been postings for the erroneous combinations of accounts in the previous weeks as reflected in the table FMIFIIT. Something went wrong the week prior that caused the budget structure to be incomplete w.r.t various account combinations.

### **Impact:**

The posting object related errors from Funds Management and were causing the postings to FI/FM to fail bringing the SAP production system to a virtual standstill from the FI/FM standpoint.

### **Diagnosis:**

It seems that in Production an effort was made to redefine the budget structure for 2009 which resulted in more than 4million entries in the underlying Budget Structure table BPCJ - most of which were invalid given the original SLPS SAP implementation. These invalid entries are causing the system to use the invalid posting address from the budget structure and hence caused the errors.

### **What might have caused it:**

As discussed above the primary issue was the incorrect state of the Budget structure with many incorrect entries. From our analysis those entries were nothing but all possible combinations of Fund, Fund Center and Commitment Items. SLPS uses Budget template to define the valid combinations of Fund, Fund Center and Commitment Items. Budget template itself defines the valid commitment items to be used for Budgeting and Posting Address and it's assigned to each valid combination of Fund & Fund Center via assignments in tcode FM9K. So it seems that somehow an incorrect and unsuccessful effort was made to generate the budget structure (using tcode FMG5) without the correct assignment of existing budgeting template to some fund & fund center combinations generating all those wrong entries.

To avoid this situation in future, the correct steps should be carried out in case an existing account is to be dropped or new accounts are to be added to the budget structure. These steps should be outlined and demonstrated to the SLPS staff in SBX as an example so that this issue does not repeat.

## Resolutions:

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Re-creation of the budget structure with the correct posting & budget addresses OR purging the incorrect budget structure of the wrong entries.

Detailed approach:

Under the circumstances of limited knowledge of the events that caused the situation, limited literature and almost obsolete Former Budgeting with Budget Structure using templates, we took the following approach to better diagnose and provide a (phased) treatment of the situation:

0. Procured a copy of the Production in the sand box. The following steps were then carried out in Production.
 1. Clean the budget structure for those invalid 2009 entries. Following Methods were tried:
 - 1.1 FM9ZA10 - deletions not possible - errors
 - 1.2 FM9M (for 2009 only) - Budget structure is year independent - cannot be used.
 - 1.3 FM9M (overall) - used and completely removed the existing budget structure.
 2. Rebuilding the Budget structure using budget structure template:
 - 2.1 FMG2 to make any changes to the template
 - 2.2 FM9K to attach the Budget template to the valid combinations of Funds & Fund Centers (used LSMW for the same)
 - 2.3 FMG5 to regenerate the Budget Structure for year 2009
 3. Reconstruction activities:
FM9P, FM9Q, FM9QBUD and FMBV were carried out. These activities basically tie the new Budget structure with the already existing entries in the underlying Budget tables like BPJA, BPEJ etc. All the accounts turned out good except the Fund 110-2411 for 8 commitment items.

Current Status:

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Since the Budget Structure has been corrected, posting from HR and any other Feeder systems should be posting correctly to FI/FM. So we are not in "EMERGENCY MODE".

However, the above said inconsistencies w.r.t Fund 110-2411 exist today as also reflected during the reconstruction activities. This would mean that any Budgeting related activities (Return, transfer, supplements) for the fund 110-2411 may fail whenever the system encounters the inconsistencies.

It is worth noting that though in SBX, we did not encounter this issue where we performed the same steps as performed in Production. At a high level, we have discovered additional entries in the Production box which never existed in SBX which might be an internal effort pot by SLPS situation to fix some other issue.

## Next Steps:

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It seems that the remaining issues are all separate issues which though seems to be related to Budget Structure but requires a separate analysis and treatment.

It was determined that their Fund Center hierarchy does not roll up correctly. So that's a Master data fix. We have some other ideas to perform another set of reconstruction activities to resolve the existing issue around fund 110-2411 but they should not be directly tried in Production. We should refresh SBX from PRD again(from 8/22 backup) to start fresh with the exact same environment as PRD and then perform the testing. NO MORE DIRECT TESTING IN PRD.

Once all the dust is settled, we should also develop a standard procedure(s) as to how to add/delete accounts from the Budget Structure and these procedures should be well tested in SBX and the authorizations should be restricted to one person only.

Very Important: Always run the jobs in background so that later spools/logs could be available for any diagnosis, apart from performance benefits.

SOW Addendum - Change Request Form



Change Request Form

Client:	St. Louis Public Schools	Project:	SAP Emergency Support Services
Date Requested:	August 17, 2007	Change Control #:	01
Requested by:	Terry Laster	Requested Priority:	High

Description of Change:

Background

On August 14, 2009, SLPS contacted CIBER to request assistance in troubleshooting and diagnosing a critical payroll problem. A Statement of Work (SOW) for 30 hours of consulting services was executed on the same day and work commenced right away.

On August 16, 2009, it was determined that payroll could successfully run but that an erroneous data load had corrupted the budget structures resulting in the inability to post payroll. The decision was made to move forward as a team (SLPS, CIBER, and Group Basis) to continue with the necessary steps to resolving the posting issue.

On August 17, 2009 the hours (30) allotted in the original SOW had been consumed but the support services needed to continue. SLPS requested that CIBER continue working with SLPS to ensure the issue is worked until a resolution is reached. The following tasks were developed to guide the team through the work required to continue troubleshooting, diagnosing, and testing possible solutions to the posting issue.

Task #	Task Description	Owner
1	Issue first noticed	SLPS
2	Preliminary SLPS investigation	SLPS
3	Request CIBER support with issue diagnosis (SOW signed)	SLPS
4	Begin remote issue diagnosis via phone	CIBER
5	Initiate request for remote access	CIBER
6	Remote access established	SLPS
7	Gather facts and circumstances around issue, chain of events	CIBER
8	Gather contact information	All
9	Continue issue diagnosis after offline backup	CIBER
10	Provide preliminary diagnosis, rebuild budget structure	CIBER
11	Request system copy of production	Shared (CIBER/SLPS)
12	Open SAP support message	SLPS
13	Develop procedures for budget structure re-build	CIBER
14	Perform database restore	SLPS

16	Release sandbox system for testing	GroupBasis
17	Validate the issue exists in the new sanbox	Shared (CIBER/SLPS)
18	Reproduce payroll posting simulation issue	Shared (CIBER/SLPS)
19	Reproduce purchasing issue	Shared (CIBER/SLPS)
20	Rebuild Budget Structure in sandbox	CIBER
21	Document procedures	CIBER
22	Status Conference Call	All
23	Contact SAP with any issues encountered during budget structure rebuild	SLPS (CIBER Guidance)
24	Meet with SAP to provide issue details and receive guidance/approval	Shared (SAP/CIBER/SLPS)
25	Validate the issue is resolved in the new sanbox	SLPS
26	Verify payroll posting simulation	SLPS
27	Verify purchase requisition	SLPS
28	Verify invoice posting	SLPS
29	Run payroll and verify	SLPS
30	Vendor check run	SLPS
31	Post journal entries	SLPS
32	Verify latest production backup	SLPS
33	Go / No-Go decision for production	SLPS / SAP
34	Establish remote desktop sharing	SLPS (CIBER Guidance)
35	Rebuild Budget Structure in production	SLPS (SAP/CIBER Guidance)
36	Contact SAP with any issues encountered during budget structure rebuild	SLPS (SAP/CIBER Guidance)
37	Validate the issue is resolved in production	SLPS
38	Verify payroll posting simulation	SLPS
39	Verify purchase requisition	SLPS
40	Verify invoice posting	SLPS
41	Vendor check run	SLPS
42	Post journal entries	SLPS
43	Testing of other known issues and business critical functionality	SLPS
44	Production cleanup activities as necessary	SLPS (SAP/CIBER support)
45	Lessons Learned	Shared (SAP/CIBER/SLPS)
46	Document root cause	SAP/CIBER
47	Provide documentation for budget structure creation	SAP/CIBER
48	Conduct lessons-learned meeting	Shared (SAP/CIBER/SLPS)
49	Document recommendations (training, process improvements, etc.)	Shared (SAP/CIBER/SLPS)

The tables below depict the CIBER consultants working on the SLPS SAP production support problem and the hours to be charged by consultant. Should SLPS request additional support, the hours to be charged are subject to change based on direction SLPS Executive Management.

**Week One- Aug 14, 2009
(Diagnostics)**

	Sat.	Sun.	Mon.	Tue.	Wed.	Thu.	Fri.
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hours to be charged are subject to change based on direction SLPS Executive Management.

**Week One- Aug 14, 2009
(Diagnostics)**

	Sat.	Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	
	08/08/ 09	08/09/ 09	08/10/ 09	08/11/ 09	08/12/ 09	08/13/ 09	08/14/ 09	Total
Resource								
RJ Saini	0	0	0	0	0	0	1	1
Theresa Hairell	0	0	0	0	0	0	0	0
Glen Trundle	0	0	0	0	0	0	0	0
Damon Goins	0	0	0	0	0	0	0	0
Brad Payne	0	0	0	0	0	0	0	0
Mary Myhre	0	0	0	0	0	0	0	0
Kandy Martin	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	1	1

**Week Two-August 17,
2009 (Diagnostics
and Rebuild)**

	Sat.	Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	
	08/15/ 09	08/16/ 09	08/17/ 09	08/18/ 09	08/19/ 09	08/20/ 09	08/21/ 09	Total
Resource								
RJ Saini	3	10	10	15	17	10	15	80
Theresa Hairell	0	0	1	0	0	0	0	1
Glen Trundle	0	1	2	0	0	0	0	3
Damon Goins	0	0	0	0	0	0	0	0
Brad Payne	0	10	10	15	17	12	15	79
Mary Myhre	0	0	0	0	0	0	0	0
Kandy Martin	2	2	3	0	0	0	0	7
Kevin Ziemba	0	0	0	0	0	0	0	0
Total	5	23	26	30	34	22	30	170

**Week Three - August 24,
2009 (Support)**

	Sat.	Sun.	Mon.	Tue.	Wed.	Thu.	Fri.	
	08/22/ 09	08/23/ 09	08/24/ 09	08/25/ 09	08/26/ 09	08/27/ 09	08/28/ 09	Total
Resource								
RJ Saini	2	0	2	0	0	0	0	4
Theresa Hairell	0	0	0	0	0	0	0	0
Glen Trundle	0	0	0	0	0	0	0	0
Damon Goins	0	0	0	0	0	0	0	0
Brad Payne	2	0	2	0	0	0	0	4
Mary Myhre	0	0	0	0	0	0	0	0
Kandy Martin	0	0	0	0	0	0	0	0
Kevin Ziemba	0	0	0	0	0	0	0	0
Total	4	0	4	0	0	0	0	8

TOTAL	9	23	30	30	34	22	31	179
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Reason for Change:

To allow CIBER to provide assistance to SLPS in troubleshooting and resolving the SAP budget structure rebuild and payroll posting issue.

Change Request Analysis (by CIBER):

Conducted by: Kevin Ziemba

Schedule Impact
(days): 0

Budget Impact (\$):

\$4,350 -
SOW 1
(30 hrs * \$145/hr)
\$21,605 -
Change Order #1
(149 hrs * \$145/hr)
\$25,955 - TOTAL

Impact on Project (Scope, Quality, Critical Path):

None

Time to complete analysis: 2 Hours

Date Completed:

Aug 17, 2009

Recommendation:

Continue moving forward with SAP troubleshooting and resolution activities until SLPS ceases work or until the issue is resolved.

Resolution & Approvals:

CLIENT: ☐ Approved
☐ Rejected
☐ On Hold

CIBER: ☒ Approved
☐ Rejected
☐ On Hold

Signature: _____

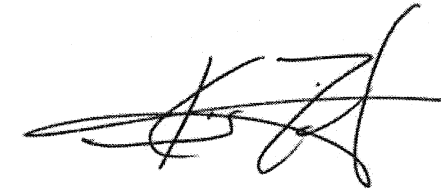
Name/Title: _____

Date: _____

Signature

Name/Title:

Date:



Kevin Ziemba, VP K-12 Practice

August 21, 2009

Reason for Rejection, if Applicable:

SAINT LOUIS PUBLIC SCHOOLS

Date: September 2, 2009

To: Kelvin R. Adams, Ph.D.

From: Kelvin R. Adams, Ph.D., Superintendent

Agenda Item: 09-22-09-08

Information: ☐

Conference: ☐

Action: ☒

Subject:

Memorandum of Understanding between In It 2 Win and St. Louis Public Schools to aid in recovery of dropouts in the City of St. Louis.

Background:

Program to seek out and counsel dropouts to return to programs within the District.

Funding Source :

Requisition No.

Cost not to exceed: No Cost to the District

Recommendation: Approval

Carlinda Purcell, Ed.D., Deputy Superintendent

Angela Banks, Interim Budget Director

**Enos Moss
CFO / Treasurer**

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

MEMORANDUM OF UNDERSTANDING

between

In It 2 Win

and

St. Louis Public Schools

This purpose of this Memorandum of Understanding is to establish a partnership between In It 2 Win and the St. Louis Public Schools in order to aid in the dropout plight in the City of St. Louis. The In It 2 Win Community Coalition has called upon the community to come together to work with youth that are no longer attending or enrolled in an educational program. To this end, we have asked religious, government officials, parents, university and other community leaders to come together to work with these young people. The core members of this coalition include: St. James AME Church (Pastor Noella Buchannan); Lively Stone Church of God (Bishop Alphonso Scott); Lane Tabernacle (Dr. Rev. James Morris, State Representative of the 58th District); State Representative Jamilah Nasheed (60th District); the St. Louis Public Schools; and The University of Missouri, Missouri Institute of Mental Health (Dr. Sarah Chilenski).

To reach these young people, the In It 2 Win Community Coalition has created a 4-stage program that draws upon grassroots organizing methods and a non-judgmental conversational technique called motivational interviewing. In brief, the four stage program includes:

Stage 1: Phone Calls & Knocking on Doors. The purpose of Stage 1 is for program volunteers to make initial contacts; to find, locate, and sow the seed that someone cares about the youth's educational progress.

Stage 2: One-on-One Meeting. The purpose of Stage 2 is to motivate youth to make change in their educational progress and get the youth's commitment to make change. After a commitment is made, the youth will take a short intake assessment that will guide placement into the SLPS Fresh Start program, an SLPS GED or another SLPS educational program. Additional resources may be needed to support the youth's success. In It 2 Win will link the youth to these other services as needed.

Stage 3: Placement & Follow-up. The purpose of Stage 3 is to follow the youth's progress. After the student is placed, a volunteer (or program site coordinator) will be in contact with the student and other resources to check on and support the youth's progress.

Stage 4: Internship with Stipend. The purpose of Stage 4 is for each student to learn job skills and instill a work ethic through volunteerism, job training seminars, and work experience. Once the student has settled into the educational component (approximately 8 weeks), each student successfully engaged in the program will be required to participate in a 9-week volunteer/work-incentive program. The program will include assigning each student to a local business or community-based organization. At these organizations, the students will work and attend appropriate seminars and trainings for a minimum of 12 hours each week. In It 2 Win will provide this level of programming by creating linkages with existing community resources and professionals.

Success of this program is likely to lead to several advantages for our community and the St. Louis Public Schools. These advantages include, but are not limited to:

- a) easing the transition back into school for youth that had unfortunately negative experiences at school by connecting them with a community support system;

- b) youth will be connected with social supports and resources in order to address the barriers and challenges to success, the reasons why they dropped out of school;
- c) through connecting with social services and our motivational interviewing conversations, youth are likely to become more committed and ready to juggle the challenges of getting back into school, once they decide to get back into school; which is likely to
- d) decrease the amount of St. Louis Public School staff energy and expenditures on orienting potential returning students into alternative programs;
- e) increase the amount of time St. Louis Public School staff can spend teaching students;
- f) re-engaged youth are likely to improve average daily attendance rates and decrease dropout rates, both of which are part of district yearly progress goals;
- g) youth will have an advocate that St. Louis Public School staff can contact in order to assist with problems. This advocate will also help the student navigate the plethora of education options, hopefully decreasing the chances that they will end up in a program that is not the right fit for them.

To this end, key responsibilities are outlined below:

In It 2 Win agrees to:

- A. Maintain a cohesive In It 2 Win board
- B. Hire a Program Site Coordinator, build a program manual, and evaluate the program in collaboration with SLPS.
- C. Coordinate with district and school staff when referring students that had previously dropped out of high school into appropriate SLPS alternative program options
- D. Ensure that all project paid and volunteer staff submit the full St. Louis Public Schools volunteer application and background check, and are certified by SLPS before conducting outreach activities (e.g. phone calls; visits at home, school, or other public place, etc.) to students that have dropped out of school.
- E. Gather permission from the youth's parent/guardian before engaging the youth in program activities for all students that are under the age of 18.
- F. Ensure private student and district information is kept confidential. This includes:
 - a. Training all project staff and volunteers about the importance of confidentiality and protecting personal information; have each staff and volunteer sign a confidentiality agreement to ensure private student and district information is not shared outside of project personnel.
 - b. Keeping student information in password protected files and behind firewalls, and/or in locked file cabinets when applicable.
 - c. Coordinate with District to create a workable data sharing/receiving plan.
- G. Submit to a performance review of the program at the one-year anniversary of execution of this MOU. Performance review criteria will be identified and agreed upon jointly by In It 2 Win and SLPS with general categories being enrollment, attendance, behavior incidences and graduation rates.

St. Louis Public Schools agrees to:

- A. Appoint two district employees to serve on the In It 2 Win board with the approval of the superintendent
- B. The district will identify a liaison for In It 2 Win, who will help to assist and maintain a positive experience through the enrollment transition.
- C. As important decisions can only be made in project board meetings, attendance at these meetings is crucial. St. Louis Public Schools will be required to support the attendance of district In It 2 Win board members to In It 2 Win board meetings, such that they attend a minimum of 75% of board meetings (9 out of 12 meetings) each calendar year. In the case of irresolvable scheduling conflicts, the district board members will send an appropriate representative in place of the standing board member. This temporary representative will

- communicate project happenings and decisions to the standing project board member; notification of the scheduling conflict will occur at least one day in advance of the meetings.
- D. Accept volunteer applications for In It 2 Win and designate in a separate category so that the "In It 2 Win", applications are processed in a timely fashion; communicate questions and/or successful completions at least monthly.
 - E. Provide In It 2 Win staff with a list of students (14 years of age or older) to be contacted who are qualified to be contacted by In It 2 Win for the purpose of enrolling the students in the the SLPS Fresh Start program, an SLPS GED or another SLPS educational program. In order to be successful, minimum data include: student names, date of birth, grade in school, last school enrolled and last known address.
 - F. It has been our experience that the caregiver is a gatekeeper to talking with the students, and we want caregivers to give permission to talk with their youth. As a result, the following additional data would be helpful in this process: caregiver names and telephone number, number of days absent from school the previous 1-3 years (if available); and whether the student has an IEP.
 - G. Identify known SLPS alternative program options for students ages 14-21.
 - H. Develop performance review criteria in cooperation with In It 2 Win to assess the annual performance of the program. Performance review criteria will be identified and agreed upon jointly by In It 2 Win and SLPS with general categories being enrollment, attendance, behavior incidences and graduation rates.

Fundraising and Renewal

Upon execution of this MOU, the parties agree to enter into a separate agreement regarding fundraising.

This MOU may be renewed on an annual basis (based on the initial execution date) subject to satisfactory performance review results as agreed upon by both SLPS and In It 2 Win.

(Dr. Lee Scott, D.D.)
(President, In It 2 Win)

(Dr. Kelvin R. Adams, Ph.D.)
(Superintendent, St. Louis Public Schools)

Date

Date

SAINT LOUIS PUBLIC SCHOOLS

Date: September 2, 2009

To: Kelvin R. Adams, Ph.D.

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

Agenda Item: 09-22-09-09

Information: ☐

Conference: ☐

Action: ☒

Subject:

Ratification of the contract for services of Chartwells on the campus of St. Louis University for food services related to the Summer Leadership Academy for Principals for an amount not to exceed \$21,332.08.

Background:

The Board previously approved the services at the John Cook School of Business on the campus of St. Louis University per Board Resolution 06-11-09-11, however, when payment was being made, we were informed that the John Cook School of Business and Chartwells are separate entities and must be paid separately. It is necessary, therefore, to separate the services of Chartwells for food and St. Louis University for parking. The original contractual arrangement was for all of the billing to go through St. Louis University.

The Summer Leadership Academy for Principals was hosted by the John Cook School of Business from June 29 - July 2; July 6-8; and July 13-15. Services provided by Chartwells included breakfast and lunch for the principals, presenters, and district personnel who participated in the Summer Leadership Academy. Services provided by St. Louis University through the John Cook School of Business included parking for the same groups. The total for Chartwells was \$21,332.08 and the total for St. Louis University was \$1,330. The amount of the original Board Resolution was not to exceed \$30,000; therefore, we are below our original request.

CSIP Goal # 2, Row 33

MSIP Linkage 6.3.4

Funding Source :739-2331-6319-825-FM

Requisition No. 10114202

Cost not to exceed: \$21,332.08

Recommendation: Approval



Carlinda Purcell, Ed.D., Deputy Superintendent



Enos Moss
CFO / Treasurer



Angela Banks, Interim Budget
Director



Kelvin R. Adams, Ph.D.
Superintendent

WAB
9/2/09

SAINT LOUIS PUBLIC SCHOOLS

Date: 6/4/2009

To: Kelvin R. Adams, Ph.D.

From: Carlinda Purcell, Ed.D., Chief Academic Officer

Agenda Item: 06-11-09-11

Information: ☐

Conference: ☐

Action: ☒

Subject:

This is to contract the services of the John Cook School of Business on the campus of St. Louis University for food and parking services related to the Summer Leadership Academy for Principals from the period of June 29 – July 15, 2009 and should not exceed \$30,000.

Background:

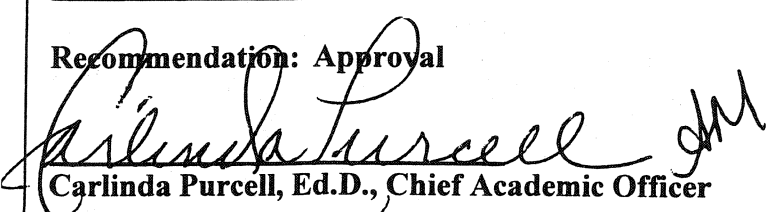
This is aligned to the Long Range Plan, Standard 3 and the CSIP/MSIP Standard 3. As part of the Summer Leadership Academy, principals will be engaged in ongoing professional development on the campus of St. Louis University at the John Cook School of Business. This amount will be for expenses incurred for parking permits and meals for 85 participants.

Funding Source: 739-2331-825-FM-6319

Requisition No. 10114186

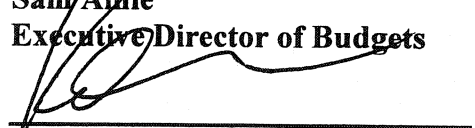
Cost not to exceed: \$30,000.00

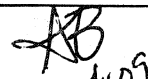
Recommendation: Approval


Carlinda Purcell, Ed.D., Chief Academic Officer


Enos Moss
CFO / Treasurer


Sam Aikie
Executive Director of Budgets


Kelvin R. Adams, Ph.D.
Superintendent



- 06-11-09-06 To approve contracts with multiple vendors, Cord Moving and Storage, Brown Kortkamp Moving and Storage and Fry Wagner Moving and Storage, for the moving and relocation services of the District for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$575,000.00; pending legal review and availability of funds. (Funding source: 110-2649-6333-919-00 [GOB])
- 06-11-09-07 To approve a contract with Grease Masters, LLC to provide cleaning and repair of kitchen exhaust hoods in selected schools and buildings for the time period July 1, 2009 through June 30, 2010 in an amount not to exceed \$38,100.00. (Funding source: 110-2623-6336-905-00 [PFA - GOB])
- 06-11-09-08 To approve a contract with Grease masters, LLC to provide cleaning and repair of kitchen grease traps in selected schools and buildings for the time period July 1, 2009 through June 30, 2010, in an amount not to exceed \$18,380.00. (Funding source: 110-2623-6336-905-00 [PFA - GOB])
- 06-11-09-09 To approve an extension of a contract with Hackett Security and Alarm Monitoring to provide monitoring and response to building alarms for the time period July 1, 2009 through August 1, 2009, in an amount not to exceed \$20,000.00. (Funding source: 829-110-2333-6319-00 [GOB])
- 06-11-09-10 **(Approved at 05/28/09 meeting)** To approve a contract with TOKY Branding & Design for marketing services for the 2009/2010 school year, in an amount not to exceed \$100,000.00; pending available funding. (Funding source: TBD)

Items Added for Approval on June 11, 2009

- 06-11-09-11 To approve a contract with the John Cook School of Business on the campus of St. Louis University for food and parking services related to the Summer Leadership Academy for Principals for the period June 29, 2009 through July 15, 2009, in an amount not to exceed \$30,000.00. (Funding source: 739-2331-825-FM-6319)
- 06-11-09-12 To approve a contract with Washington University at Seigle Hall for food and parking services related to the Summer Leadership Academy for Principals for the period June 22, 2009 through June 26, 2009, in an amount not to exceed \$19,000.00. (Funding source: 739-2331-825-FM-6319)
- 06-11-09-13 To approve an appropriation for the Back to School Fair to retain and recruit students and to assure maximum enrollment for the period May 28, 2009 through June 30, 2009 and July 1, 2009 through August 8, 2009, in an amount not to exceed \$36,000.00 and \$19,200.00; for a total of \$56,000.000. (Funding source: 110-1663-6411; 6319-827-U4 [GOB and PFA])

Requisition #: 10114202

Vendor #: _____

CONTRACTOR SERVICE AGREEMENT
BETWEEN
Special Administrative Board of the
Transitional School District of the City of St. Louis
AND
"Chatwells Dining Services"

THIS CONTRACTOR AGREEMENT ("Agreement") is made and entered into as of the 24th day of August, 2009 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and "**Chatwells Dining Services**" (hereinafter "Contractor"), a Catering Company organized and existing under the laws of the state of Missouri, and licensed to do business in the City of St. Louis, Missouri. The taxpayer identification number, address, contact person, and telephone number for the Contractor is as follows:

Taxpayer Identification Number: 56-187493100

Address: 20 North Grand Boulevard

Contact Person: Sara Sander

Telephone Number: 314-977-1559

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

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

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

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

1. **TERM:** The Contractor shall commence performance of this Agreement on the **25th Day of August 2009**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **25th Day of August 2009**.
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 \$ 21,332.08 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

5. **SUB-CONTRACTING:** The Contractor may not, without the approval of the District, subcontract any rights, responsibilities or obligations under this Agreement. Any subcontract without the express written consent of the District shall render the Agreement void at the election of the District.
6. **PERSONNEL:** The Contractor has the authority to secure at its own expense, all necessary personnel required to perform the services under this Agreement.
7. **SUBCONTRACTS:** The Contractor may not subcontract any portion of the services hereunder without the District's prior written consent. If a subcontractor is agreed to, the Contractor 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 Contractor shall be solely responsible to pay any subcontractors it utilizes under this Agreement and the Contractor understands that the District shall have no liability whatsoever relating to such payment. The Contractor assures the District that the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor's performance under this Agreement.
- c. **Evaluations of Services Performed.** The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor be deemed a spokesperson for the District in any manner for the purpose of disseminating any information hereunder.
- b. **Student Information.** The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor relating to remedy shall be at its sole expense.
- f. **Return of Confidential Information.** After expiration or termination of this Agreement, the Contractor must return all confidential information given to or generated by the Contractor hereunder within five (5) days of the District's written request. The Contractor agrees that it will comply with the District's instructions regarding the return or disposition of its confidential information, including any copies or reproductions.

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

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

14. **TERMINATION**

- a. **Termination without Cause.** The District may terminate this Agreement without cause by giving written notice of the intent to terminate. In the event that such written Notice of Intent to Terminate is provided, termination of this Agreement shall become effective thirty (30) days from the date set forth in the Notice of Intent to Terminate. The Contractor will cease work on said termination date and take all reasonable actions to minimize any expenses. The Contractor 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 Contractor 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 Contractor shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Contractor hereunder.

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

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

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

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

19. **MODIFICATION** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification

shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties

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

To the Board:

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

To Contractor:

Chatwells Dining Services
Attention: Sara Sander
St. Louis University
20 North Grand Boulevard
St. Louis, Missouri 63103
Legal Notice Enclosed

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

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

- 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 Contractor understands and agrees that the obligations of the District are conditioned upon, and subject to, such execution. The Contractor 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 Contractor.

26. **RIGHTS CUMULATIVE** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies which such party may have, whether by present or future law or pursuant hereto, and each party shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or other remedy without thereby waiving or being barred or stopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.
27. **CONTRACTOR REPRESENTATIONS** Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, Federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable Board policies and regulations.
28. **INDEPENDENT CONTRACTOR** The Board and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's services in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes. In addition, Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Contractor shall have no authority to assume or incur any

obligation or responsibility, or make any warranty for, on behalf of the Board, or to attempt to bind the Board except with prior written authorization from the Board. Contractor shall pay all costs of conducting its activities hereunder, including all compensation to employees of Contractor.

29. CONTRACTOR'S PERSONNEL

- a. **Assignment of the Contractor's Personnel.** The Contractor 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 Contractor 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 Contractor 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 Contractor shall use its best efforts, care, and diligence in the administration and performance of services hereunder. The Contractor 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 Contractor 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 Contractor and the District shall not be liable for such cost under any circumstance. The Contractor assures the District that the Contractor 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 Contractor. The District will receive notice of any Personnel so removed or terminated. The Contractor 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 Contractor 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.

c. **Removal of the Contractor's Personnel.** If the District determines that any of the Contractor'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 Contractor in writing and the Contractor shall remove that individual from the District's account. The Contractor 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 Contractor receives the District's written notice. The Contractor will not be compensated for any expenses associated with replacing the individual. The Contractor will select, hire, and train replacement personnel within fifteen (15) days of a vacancy on the District's account.

30. **OWNERSHIP OF COMPLETED SERVICES** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Contractor Services under this Agreement shall vest in and are hereby assigned to the Board. Except as provided in this Agreement, Contractor shall retain no right, ownership or title in the Services including all deliverables and all materials or information arising from this Agreement, or any related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product. Contractor acknowledges that any copyrightable works prepared by Contractor under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the Board, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the Board for whatever use it desires, and nothing contained herein shall be deemed to constitute a mere a license or franchise in the Board.
31. **INFRINGEMENT** Contractor warrants to the Board that Contractor, in connection with performing the Services, will not infringe any patent, trademark, copyright, trade secrets, confidential information or any other proprietary right of any person. Contractor further represents and warrants to the Board that neither Contractor or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.
32. **USE OF DATA / INFORMATION** Information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall remain the Board's property and shall be used only in connection with the Services provided to the Board.
33. **DEFINITION** For purposes of this Agreement, the term "person" shall mean any natural person, firm, association, partnership, corporation or other form of legal entity.

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

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

Or

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

Or under \$5,000

☐ **Emergency Request**

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

(See attached Scope of Services for Details)

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

CHARTWELLS DINING SERVICES
ST. LOUIS UNIVERSITY
20 NORTH GRAND BOULEVARD
ST. LOUIS, MISSOURI 63103

By: Title: ContractorDate: 08-26-09

Tax I.D. No

56-187493100

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

By: _____

Title: _____

Date: _____

00000000

ATTACHMENT A

SCOPE OF SERVICES

☒ **Contractor Services**

- a. Chartwells Dining Services on the campus of St. Louis University is the Sole Source provider for university catering. Chartwells provided breakfast and lunch for 85 participants for the Summer Leadership Academy for Principals (June 29-July 15, 2009).

☐ **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 within 60 days of the receipt of invoice.

CONTRACT COSTS AND EXPENSES
TO BE PAID BY BOARD

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

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools *VIP**

Chortwells
St Louis University
Catering
20 N. Grand Blvd., St. Louis, MO
63103
(314) 977-1559

CONTRACT #4658

Monday, June 29, 2009

Ordered On: 6/24/2009

Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Cook
Room	Atrium
Enter Initials to Accept the Terms & Conditions	SS

Event Information

Guest Count	90
Pick-up/ Delivery Date	6/29/2009
Event/Pick-Up Start Time	7:00 AM
Event/Pick-Up End Time	11:30 AM

FOOD

	Quantity	Price	Ext.
Continental Deluxe (Breakfast) **Sliced Fresh Seasonal Fruit, Danish, Muffins, Bagels with Condiments, Bottled Orange Juice, Coffee, Hot Tea** ⊗ Disposable Ware	90	\$7.95	\$715.50
Custom Item Assorted Low Fat Yogurts w/ crunchy granola on side	15	\$1.95	\$29.25

BEVERAGES

	Quantity	Price	Ext.
Ice Water (refresh throughout the day)	1	\$10.65	\$10.65

Order Totals

Sub Total \$755.40
City Tax \$11.33

Discount	-\$383.37
State Tax	Exempt
Order Total	\$383.36
Balance Due	\$383.36

Special Instructions

Served bulk yogurt versus individual as stated on contract.

Breakfast was served slightly late. Discounted 50% per AC.

Contract #4653

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or
Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools*VIP**

**St Louis University
Catering**
20 N. Grand Blvd., St. Louis, MO
63103
(314) 977-1559

CONTRACT #4671

Monday, June 29, 2009

Ordered On: 6/24/2009

/ Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Cook
Room	Atrium
Enter Initials to Accept the Terms & Conditions	SS

Event Information

Guest Count	90
Pick-up/ Delivery Date	6/29/2009
Event/Pick-Up Start Time	11:30 AM
Event/Pick-Up End Time	1:00 PM

FOOD

	Quantity	Price	Ext.
Sub Box Lunch - Ham Sub			
	25	\$8.25	\$206.25
Chips, Cookie, assorted Sodas / Bottled Water			
Sub Box Lunch - Turkey Sub			
	35	\$8.25	\$288.75
Chips, Cookie, assorted Sodas / Bottled Water			
Sub Box Lunch - Roast Beef Sub			
	10	\$8.25	\$82.50
Chips, Cookie, assorted Sodas / Bottled Water			
Caesar Box Salad (Box Lunches)			
	10	\$6.80	\$68.00
Dinner Roll / Butter, Fresh Fruit, assorted Sodas / Bottled Water			

Spinach Box Salad (Box Lunches)**Baby Spinach / Chopped Egg / Red Onion /
Apple Bacon Vinaigrette, Dinner Roll / Butter,
Fresh Fruit, assorted Sodas / Bottled Water**

10

\$7.85

\$78.50

Order Totals**Sub Total** \$724.00**City Tax** \$10.86**State Tax** Exempt**Order Total** \$734.86**Balance Due** **\$734.86****Special Instructions**

MAKE SURE ALL SODA IS LEFT OUT OF BOX LUNCHES SO GUESTS CAN CHOOSE WHAT THEY WOULD LIKE TO DRINK..

PLEASE USE THE CLEAR PLASTIC CONTAINERS FOR THE LUNCHES

Contract #4671

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or
Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools *VIP**

Chartwells
St Louis University
Catering
20 N. Grand Blvd., St. Louis, MO
63103
(314) 977-1559

CONTRACT #4659

Tuesday, June 30, 2009

Ordered On: 6/24/2009

Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Cook
Room	Atrium
Enter Initials to Accept the Terms & Conditions	SS

Event Information

Guest Count	85
Pick-up/ Delivery Date	6/30/2009
Event/Pick-Up Start Time	7:00 AM
Event/Pick-Up End Time	11:30 AM

FOOD

	Quantity	Price	Ext.
Continental Deluxe (Breakfast) **Danish, Muffins, Bagels with Condiments, Bottled Orange Juice, Coffee, Hot Tea** *Cream Cheese *Butter *Jelly ⊙ Disposable Ware	60	\$4.95	\$297.00
Assorted Low Fat Yogurts w/ crunchy granola on side	15	\$1.95	\$29.25
Sliced Fresh Seasonal Fruit - Please include Whole Bananas	85	\$3.00	\$255.00

BEVERAGES

	Quantity	Price	Ext.
Ice Water	1	\$10.65	\$10.65

(refresh throughout the day)

Just Drinks (A La Carte)

- ⊗ **Assorted Soft Drinks - Add \$1.45**
- ⊗ **Orange Juice - Add \$1.45**
- ⊗ **Apple Juice - Add \$1.45**
- ROOM 340 @10:00AM**

10

\$4.35

\$43.50

Just Drinks (A La Carte)

Coffee - Add \$1.45

Hot Tea - Add \$1.45

ROOM 340 @10:00AM

10

\$2.90

\$29.00

Order Totals

Sub Total \$664.40

City Tax \$9.97

State Tax Exempt

Order Total \$674.37

Balance Due \$674.37

Special Instructions

Please refresh coffee/tea at lunch

Contract #4659

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools*VIP**

St Louis University

Catering

20 N. Grand Blvd., St. Louis, MO
63103
(314) 977-1559

CONTRACT #4672

Tuesday, June 30, 2009

Ordered On: 6/24/2009

Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Cook
Room	Atrium
Enter Initials to Accept the Terms & Conditions	SS

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	85
Pick-up/ Delivery Date	6/30/2009
Event/Pick-Up Start Time	11:30 AM
Event/Pick-Up End Time	1:00 PM

FOOD

	Quantity	Price	Ext.
The Hill (1 Entree) (Buffets)			
Italian Salad, Garlic Bread, Brownies, Iced Tea	85	\$13.55	\$1,151.75
◊ 75% Traditional Lasagna and 25% Vegetarian Lasagna			
◊ Disposable Ware			
Italian Salad	25	\$0.79	\$19.75
Added Extra Italian Salad			

BEVERAGES

	Quantity	Price	Ext.
Just Drinks (A La Carte)			
◊ Assorted Soft Drinks - Add \$1.45	40	\$1.45	\$58.00

Order Totals

Sub Total	\$1,229.50
City Tax	\$18.44
State Tax	Exempt
Order Total	\$1,247.94
Balance Due	\$1,247.94

Special Instructions

Contract #4672

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or
Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools *VIP**

St Louis University
Catering
 20 N. Grand Blvd., St. Louis, MO
 63103
 (314) 977-1559

CONTRACT #4660

Wednesday, July 01, 2009

Ordered On: 6/24/2009

Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Cook
Room	Atrium
Enter Initials to Accept the Terms & Conditions	SS

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	85
Pick-up/ Delivery Date	7/1/2009
Event/Pick-Up Start Time	7:00 AM
Event/Pick-Up End Time	11:30 AM

FOOD

	Quantity	Price	Ext.
Continental Deluxe (Breakfast) **Danish, Muffins, Bagels with Condiments, Bottled Orange Juice, Coffee, Hot Tea** ◎ Disposable Ware	60	\$4.95	\$297.00
Assorted Low Fat Yogurts w/ crunchy granola on side	20	\$1.95	\$39.00
Sliced Fresh Seasonal Fruit	85	\$3.00	\$255.00

BEVERAGES

	Quantity	Price	Ext.
Ice Water (refresh throughout the day)	1	\$10.65	\$10.65

Order Totals

Sub Total \$601.65

City Tax	\$9.02
State Tax	Exempt
Order Total	\$610.67
Balance Due	\$610.67

Special Instructions**PLEASE ICLUDE WHOLE BANANAS**

Contract #4660

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or
Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools*VIP**

St Louis University

Catering

20 N. Grand Blvd., St. Louis, MO
63103
(314) 977-1559

CONTRACT #4674

Wednesday, July 01, 2009

Ordered On: 6/24/2009

/ **Complete**

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Cook
Room	Atrium
Enter Initials to Accept the Terms & Conditions	SS

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	85
Pick-up/ Delivery Date	7/1/2009
Event/Pick-Up Start Time	11:30 AM
Event/Pick-Up End Time	1:00 PM

FOOD

	Quantity	Price	Ext.
Garden Buffet (Lunch Buffets) *Greens / Tomatoes / Cucumber / Ham / Turkey / Cheese / Croutons / Bacon Bits, 2 Dressings (Ranch and Italian), Bread Sticks, Seasonal Fruit Salad, Assorted Cookies, Iced Tea ☐ Disposable Ware	85	\$16.48	\$1,400.80
Individual Bags of Chips	160	\$0.75	\$120.00

BEVERAGES

	Quantity	Price	Ext.
Just Drinks (A La Carte) ☐ Assorted Soft Drinks - Add \$1.45	40	\$1.45	\$58.00

Order Totals

Sub Total \$1,578.80

City Tax	\$23.68
State Tax	Exempt
Order Total	\$1,602.48
Balance Due	\$1,602.48

Special Instructions

\$6.83 per person for extra salad and fruit has already been added

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or
Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools*VIP**

St Louis University

Catering

20 N. Grand Blvd., St. Louis, MO
63103
(314) 977-1559

CONTRACT #4669

Thursday, July 02, 2009

Ordered On: 6/24/2009

Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Cook
Room	Atrium
Enter Initials to Accept the Terms & Conditions	SS

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	85
Pick-up/ Delivery Date	7/2/2009
Event/Pick-Up Start Time	7:00 AM
Event/Pick-Up End Time	11:30 AM

FOOD

	Quantity	Price	Ext.
SLU Scramble Buffet (Breakfast) **Scrambled Eggs, Crisp Bacon, Fruit Breads, Breakfast Potatoes, Biscuits and Gravy, ASSORTED JUICE to include Apple & Cranberry Juice, Coffee, Hot Tea	85	\$9.95	\$845.75
*Jelly, Butter, Hot Sauce, Ketchup, Shredded Cheddar Cheese			
• Disposable Ware			
Assorted Low Fat Yogurts with Crunchy Granola	20	\$1.95	\$39.00
Ice Water Carafe	1	\$10.65	\$10.65
REFRESH THROUGHOUT THE DAY			

Seasonal Sliced Fresh Fruit - to include 16 whole bananas	85	\$3.00	\$255.00
--	----	--------	----------

	Order Totals
	Sub Total \$1,150.40
	City Tax \$17.26
	State Tax Exempt
	Order Total \$1,167.66
	Balance Due \$1,167.66

Special Instructions**PLEASE REFRESH COFFEE/TEA @ LUNCH**

Contract #4669

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools*VIP**

St Louis University
Catering
 20 N. Grand Blvd., St. Louis, MO
 63103
 (314) 977-1559

CONTRACT #4675

Thursday, July 02, 2009

Ordered On: 6/24/2009

Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Cook
Room	Atrium
Enter Initials to Accept the Terms & Conditions	SS

Event Information

Guest Count	85
Pick-up/ Delivery Date	7/2/2009
Event/Pick-Up Start Time	11:30 AM
Event/Pick-Up End Time	1:00 PM

FOOD

	Quantity	Price	Ext.
Fiesta (Buffets)			
*Lettuce / Cheese / Onions / Tomatoes / Jalapenos, Sour Cream / Guacamole / Salsa, Spanish Rice, Refried Beans, Cinnamon Sopapillas, Iced Tea			
*Sauteed Veggies - Onions, Peppers, Etc.			
<ul style="list-style-type: none"> • 75 % Chicken Fajitas • 25% Ground Beef • Warm Tortillas • Disposable Ware 	85	\$11.55	\$981.75

07/02/2009

	Quantity	Price	Ext.

Just Drinks (A La Carte)	65	\$1.45	\$94.25
● Assorted Soft Drinks - Add \$1.45			
		Order Totals	
		Sub Total	\$1,076.00
		City Tax	\$16.14
		State Tax	Exempt
		Order Total	\$1,092.14
		Balance Due	\$1,092.14
Special Instructions			
Contract #4675			

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools *VIP**

Chartwells
St Louis University
Catering
 20 N. Grand Blvd., St. Louis, MO
 63103
 (314) 977-1559

CONTRACT #4661

Monday, July 06, 2009

Ordered On: 6/24/2009

Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Cook
Room	Atrium
Enter Initials to Accept the Terms & Conditions	SS

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	100
Pick-up/ Delivery Date	7/6/2009
Event/Pick-Up Start Time	7:00 AM
Event/Pick-Up End Time	11:30 AM

FOOD

	Quantity	Price	Ext.
Continental Deluxe (Breakfast) **Sliced Fresh Seasonal Fruit-TO INCLUDE 16 WHOLE BANANAS, Danish, Muffins, 1 Tray Bagels with Condiments, Assorted Bottled Juices, Coffee, Hot Tea**	85	\$7.95	\$675.75
• Disposable Ware			
Assorted Low Fat Yogurts w/ crunchy granola on side	20	\$1.95	\$39.00

BEVERAGES

	Quantity	Price	Ext.
Ice Water (refresh throughout the day)	1	\$10.65	\$10.65

		Order Totals	
		Sub Total	\$725.40
		City Tax	\$10.88
		State Tax	Exempt
		Order Total	\$736.28
		Balance Due	\$736.28
Special Instructions			
Contract #4661			

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or
Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools*VIP**

**St Louis University
Catering**
20 N. Grand Blvd., St. Louis, MO
63103
(314) 977-1559

CONTRACT #4702

Monday, July 06, 2009

Ordered On: 7/1/2009

Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Cook
Room	Atrium
Enter Initials to Accept the Terms & Conditions	SS

Event Information

Guest Count	100
Pick-up/ Delivery Date	7/6/2009
Event/Pick-Up Start Time	11:30 AM
Event/Pick-Up End Time	1:00 PM

BEVERAGES

	Quantity	Price	Ext.
Just Drinks (A La Carte)			
• Assorted Soft Drinks - Add \$1.45	65	\$1.45	\$94.25

OTHER

	Quantity	Price	Ext.
Build Your Own Burger Bar			
25% All Beef Burgers			
50% Turkey Burgers			
25% Veggie Burgers			
Buns, Assorted Cheeses, Condiments (ie: Tomato, Lettuce, Onions, Pickles, Mayo, Mustard, Guacamole, Salsa)	100	\$12.50	\$1,250.00
Potato Chips, Assorted Cookies, Lemonade			
Potato Salad, Baked Beans			

Disposable Ware**Order Totals**

Sub Total	\$1,344.25
City Tax	\$20.16
State Tax	Exempt
Order Total	\$1,364.41
Balance Due	\$1,364.41

Special Instructions

Contract #4702

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or
Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools *VIP**

Chartwells
St Louis University
Catering
20 N. Grand Blvd., St. Louis, MO
63103
(314) 977-1559

CONTRACT #4662

Tuesday, July 07, 2009

Ordered On: 6/24/2009

Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Cook
Room	Atrium
Enter Initials to Accept the Terms & Conditions	SS

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	100
Pick-up/ Delivery Date	7/7/2009
Event/Pick-Up Start Time	7:00 AM
Event/Pick-Up End Time	11:30 AM

FOOD

	Quantity	Price	Ext.
Fresh Sliced Seasonal Fruit	100	\$3.00	\$300.00
Continental Deluxe (Breakfast) **16 whole Bannanas, Danish, Muffins, Bagels with Condiments, Assorted Bottled Juices, Coffee, Hot Tea** • Disposable Ware	85	\$4.95	\$420.75
Assorted Low Fat Yogurts w/ crunchy granola on side	20	\$1.95	\$39.00

BEVERAGES

	Quantity	Price	Ext.
Ice Water (refresh throughout the day)	1	\$10.65	\$10.65

		Order Totals	
		Sub Total	\$770.40
		City Tax	\$11.56
		State Tax	Exempt
		Order Total	\$781.96
		Balance Due	\$781.96
Special Instructions			
Contract #4662			

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or
Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools*VIP**

St Louis University

Catering

20 N. Grand Blvd., St. Louis, MO
63103
(314) 977-1559

CONTRACT #4677

Tuesday, July 07, 2009

Ordered On: 6/24/2009

Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Cook
Room	Atrium
Enter Initials to Accept the Terms & Conditions	SS

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	100
Pick-up/ Delivery Date	7/7/2009
Event/Pick-Up Start Time	11:30 AM
Event/Pick-Up End Time	1:00 PM

FOOD

	Quantity	Price	Ext.
Billiken Party Sub (A La Carte)			
Turkey /American and Swiss Cheese / Shredded Lettuce / Tomato / Pickle / Onion	5	\$70.95	\$354.75
Garden Buffet (Lunch Buffets)			
Greens / Tomatoes / Cucumber / Ham / Turkey / Cheese / Croutons / Bacon Bits, 2 Dressings, Bread Sticks, Seasonal Fruit Salad, Iced Tea	100	\$9.65	\$965.00
• Disposable Ware			
Individual Bags of Chips			
	100	\$0.75	\$75.00

	Quantity	Price	Ext.
Just Drinks (A La Carte)			
	65	\$1.45	\$94.25

• Assorted Soft Drinks - Add \$1.45

Order Totals

Sub Total	\$1,489.00
City Tax	\$22.34
State Tax	Exempt
Order Total	\$1,511.34
Balance Due	\$1,511.34

Special Instructions

Contract #4677

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or
Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools*VIP**

St Louis University

Catering

20 N. Grand Blvd., St. Louis, MO
63103
(314) 977-1559

CONTRACT #4710

Wednesday, July 08, 2009

Ordered On: 7/6/2009

/ Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Cook
Room	Atrium
Enter Initials to Accept the Terms & Conditions	SS

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	100
Pick-up/ Delivery Date	7/8/2009
Event/Pick-Up Start Time	7:00 AM
Event/Pick-Up End Time	11:30 AM

FOOD

	Quantity	Price	Ext.
SLU Scramble Buffet (Breakfast) **Scrambled Eggs, Crisp Bacon, Fruit Breads, Breakfast Potatoes, Biscuits and Gravy, ASSORTED JUICE to include Apple & Cranberry Juice, Coffee, Hot Tea	100	\$9.95	\$995.00
*Jelly, Butter, Hot Sauce, Ketchup, Shredded Cheddar Cheese			
• Disposable Ware			
Assorted Low Fat Yogurts with Crunchy Granola	20	\$1.95	\$39.00
Ice Water Carafe	1	\$10.65	\$10.65
REFRESH THROUGHOUT THE DAY			

Seasonal Sliced Fresh Fruit - to include 16 whole bananas	100	\$3.00	\$300.00
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	Order Totals
	Sub Total \$1,344.65
	City Tax \$20.17
	State Tax Exempt
	Order Total \$1,364.82
	Balance Due \$1,364.82

Special Instructions**PLEASE REFRESH COFFEE/TEA @ LUNCH**

Contract #4710

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools*VIP**

**St Louis University
Catering**

20 N. Grand Blvd., St. Louis, MO
63103
(314) 977-1559

CONTRACT #4676

Wednesday, July 08, 2009

Ordered On: 6/24/2009

/ **Complete**

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Cook
Room	Atrium
Enter Initials to Accept the Terms & Conditions	SS

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	100
Pick-up/ Delivery Date	7/8/2009
Event/Pick-Up Start Time	11:30 AM
Event/Pick-Up End Time	1:00 PM

0000

	Quantity	Price	Ext.
Pacific Rim (Buffets)			
Vegetable Fried Rice, White Rice, Cashew Chicken, Beef and Broccoli, Vegetable Lo Mein, Mini Egg Rolls, Fortune Cookies, Iced Tea	100	\$13.05	\$1,305.00
• CONDIMENTS - SWEET n` SOUR SAUCE, SOY SAUCE			
• Disposable Ware			

	Quantity	Price	Ext.
Just Drinks (A La Carte)			
• Assorted Soft Drinks - Add \$1.45	65	\$1.45	\$94.25

Order Totals

Sub Total	\$1,399.25
City Tax	\$20.99
State Tax	Exempt
Order Total	\$1,420.24
Balance Due	\$1,420.24

Special Instructions

Brandon & Jimmi - please make sure we have enough food for 100 people - check with Chef/Cooks.

Thanks!

Contract #4676

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or
Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools *VIP**

Chartwells
St Louis University
Catering
20 N. Grand Blvd. St. Louis, MO
63103
(314) 977-1559

CONTRACT #4666

Monday, July 13, 2009

Ordered On: 6/24/2009

Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	II Monistaro
Enter Initials to Accept the Terms & Conditions	SS

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	80
Pick-up/ Delivery Date	7/13/2009
Event/Pick-Up Start Time	7:00 AM
Event/Pick-Up End Time	11:30 AM

FOOD

	Quantity	Price	Ext.
Continental Deluxe (Breakfast) **Sliced Fresh Seasonal Fruit - TO INCLUDE 16 WHOLE BANANAS, Danish, Muffins, Bagels with Condiments, Bottled Orange Juice, Coffee, Hot Tea** • Disposable Ware	80	\$7.95	\$636.00
Assorted Low Fat Yogurts w/ crunchy granola on side	20	\$1.95	\$39.00

BEVERAGES

	Quantity	Price	Ext.
Ice Water (refresh throughout the day)	1	\$10.65	\$10.65

Order Totals

Sub Total \$685.65
City Tax \$10.28

State Tax	Exempt
Order Total	\$695.93
Balance Due	\$695.93

Special Instructions

Contract #4666

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or
Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools*VIP**

**St Louis University
Catering**

20 N. Grand Blvd. St. Louis, MO
63103
(314) 977-1559

CONTRACT #4733

Monday, July 13, 2009

Ordered On: 7/8/2009

Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	IIMonistaro
Enter Initials to Accept the Terms & Conditions	SS

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	80
Pick-up/ Delivery Date	7/13/2009
Event/Pick-Up Start Time	11:30 AM
Event/Pick-Up End Time	1:00 PM

FOOD

	Quantity	Price	Ext.
Potato Bar (Lunch Buffets)			
Toppings: Toppings: Salsa / Sour Cream / Butter / Steamed Broccoli / Cheddar Cheese / Bacon Bits / Black Olives / Chives, Dinner Rolls / Butter, Gourmet Cookies, Iced Tea	80	\$7.25	\$580.00
• Disposable Ware			

BEVERAGES

	Quantity	Price	Ext.
Just Drinks (A La Carte)			
• Assorted Soft Drinks - Add \$1.45	65	\$1.45	\$94.25

OTHER

	Quantity	Price	Ext.
Build Your Own Burger Bar			
25% All Beef Burgers			
50% Turkey Burgers			
25% Veggie Burgers			
Buns, Assorted Cheeses, Condiments (ie:			

Tomato, Lettuce, Onions, Pickles, Mayo, Mustard, Guacamole, Salsa) Potato Chips, Assorted Cookies, Lemonade Potato Salad, Baked Beans Disposable Ware	80	\$12.50	\$1,000.00
		Order Totals	
		Sub Total	\$1,674.25
		City Tax	\$25.11
		State Tax	Exempt
		Order Total	\$1,699.36
		Balance Due	\$1,699.36
Special Instructions			
Contract #4733			

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools*VIP**

St Louis University
Catering
 20 N. Grand Blvd. St. Louis, MO
 63103
 (314) 977-1559

CONTRACT #4670

Tuesday, July 14, 2009

Ordered On: 6/24/2009

/ Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Mullanphy Public Schools
Enter Initials to Accept the Terms & Conditions	SS

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	80
Pick-up/ Delivery Date	7/14/2009
Event/Pick-Up Start Time	7:00 AM
Event/Pick-Up End Time	11:30 AM

FOOD

	Quantity	Price	Ext.
Assorted Low Fat Yogurts with Crunchy Granola	20	\$1.95	\$39.00
Ice Water Carafe	1	\$10.65	\$10.65
REFRESH THROUGHOUT THE DAY			
Continental Deluxe (Breakfast)			
sliced fresh seasonal fruit - to include 16 whole bananas, danish, muffins, bagels with condiments, bottled orange juice, coffee, hot tea	80	\$7.95	\$636.00
• Disposable Ware			

Order Totals

Sub Total \$685.65
City Tax \$10.28

		State Tax	Exempt
		Order Total	\$695.93
		Balance Due	\$695.93
Special Instructions			
Contract #4670			

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or
Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools*VIP**

**St Louis University
Catering**
20 N. Grand Blvd. St. Louis, MO
63103
(314) 977-1559

CONTRACT #4741

Tuesday, July 14, 2009

Ordered On: 7/8/2009

/ **Complete**

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	ILMonistaro
Enter Initials to Accept the Terms & Conditions	MGR

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	80
Pick-up/ Delivery Date	7/14/2009
Event/Pick-Up Start Time	11:30 AM
Event/Pick-Up End Time	1:00 PM

FOOD

	Quantity	Price	Ext.
Fiesta (Buffets)			
*Lettuce / Cheese / Onions / Tomatoes / Jalapenos, Sour Cream / Guacamole / Salsa, Spanish Rice, Refried Beans, Cinnamon Sopapillas, Iced Tea			
*Sauteed Veggies - Onions, Peppers, Etc.			
• 75 % Chicken Fajitas			
• 25% Ground Beef			
• Warm Tortillas			
• Disposable Ware			
	80	\$11.55	\$924.00

	Quantity	Price	Ext.
Just Drinks (A La Carte)			

● Assorted Soft Drinks - Add \$1.45	65	\$1.45	\$94.25
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	Order Totals
	Sub Total \$1,018.25
	City Tax \$15.27
	State Tax Exempt
	Order Total \$1,033.52
	Balance Due \$1,033.52

Special Instructions

Contract #4741

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or
Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools *VIP**

St Louis University
Catering
 20 N. Grand Blvd. St. Louis, MO
 63103
 (314) 977-1559

CONTRACT #4667

Wednesday, July 15, 2009

Ordered On: 6/24/2009

/ Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	Il Monastaro
Enter Initials to Accept the Terms & Conditions	SS

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	80
Pick-up/ Delivery Date	7/15/2009
Event/Pick-Up Start Time	7:00 AM
Event/Pick-Up End Time	11:30 AM

FOOD

	Quantity	Price	Ext.
Continental Deluxe (Breakfast) **Sliced Fresh Seasonal Fruit, Danish, Muffins, Bagels with Condiments, Bottled Orange Juice, Coffee, Hot Tea** • Disposable Ware	80	\$7.95	\$636.00
Assorted Low Fat Yogurts w/ crunchy granola on side	20	\$1.95	\$39.00

BEVERAGES

	Quantity	Price	Ext.
Ice Water (refresh throughout the day)	1	\$10.65	\$10.65

	Quantity	Price	Ext.
OFF CAMPUS DELIVERY Mullanphy Investigative Learning Center 4221 Shaw July 14 and 15, 2009	1	\$300.00	\$300.00

Wednesday July 14th-Thursday July 15th			
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	Order Totals
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	Sub Total	\$985.65
--	------------------	----------

	City Tax	\$14.78
--	-----------------	---------

	State Tax	Exempt
--	------------------	--------

	Order Total	\$1,000.43
--	--------------------	------------

	Balance Due	\$1,000.43
--	--------------------	-------------------

Special Instructions

Contract #4667

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or Marianne Rogers 314.220.4170

This contract is to be utilized as an Invoice for purposes of obtaining a University P.O. #

Order Name: **VIP*St Louis Public Schools*VIP**

**St Louis University
Catering**

20 N. Grand Blvd. St. Louis, MO
63103
(314) 977-1559

CONTRACT #4673

Wednesday, July 15, 2009

Ordered On: 6/24/2009

Complete

Customer Information

First Name	Audrey
Last Name	Jackson
Address	801 N. 11th Street
City	St. Louis
State	Missouri
Zip	63101
Email	audrey.jackson@slps.org
Phone	314-345-2425
Department	Leadership Development
Work Phone	314-345-2425
Fax	314-345-2659
Tax Exempt	True

Delivery / Pickup Information

Select Location	St Louis University Catering
Delivery Method	Standard Delivery
Delivery Contact	Audrey Jackson
State	MO
Department	Leadership Development
Delivery Phone	314-345-2425
Event Name	St Louis Public Schools
Building	IIMonistaro
Room	Atrium
Enter Initials to Accept the Terms & Conditions	MGR

Payment Information

Payment Type	Purchase Order Number
Purchase Order #	TBD

Event Information

Guest Count	80
Pick-up/ Delivery Date	7/15/2009
Event/Pick-Up Start Time	11:30 AM
Event/Pick-Up End Time	1:00 PM

FOOD

	Quantity	Price	Ext.
Signature (Buffets)			
Rolls, Iced Tea			
<ul style="list-style-type: none"> Herb Baked Chicken Quarters (ASSORTED PIECES) Garden Salad with choice of Dressing Yukon Gold Mashed Potatoes Oven Roasted Vegetables 	80	\$18.65	\$1,492.00
TED DREWS Vanilla WITH ASSORTED TOPPINGS Disposable Ware			

Order Totals

Sub Total	\$1,492.00
City Tax	\$22.38
State Tax	Exempt
Order Total	\$1,514.38
Balance Due	\$1,514.38

Special Instructions

Contract 44673

For assistance please call: Mary Gagliano 314.220.6279, Jenny Pendleton 314.565.7898 or
Marianne Rogers 314.220.4170

SAINT LOUIS PUBLIC SCHOOLS

Date: August 20, 2009

To: Kelvin R. Adams, Ph.D.

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

Agenda Item: 09-22-09-10

Information: ☐

Conference: ☐

Action: ☒

Subject:

To approve a contract with Phi Delta Kappa International for the period of August 31, 2009 through June 30, 2010 at a cost not to exceed \$150,865.00.

Background:

Phi Delta Kappa conducts a curriculum audit to determine the congruence of the written curriculum, the taught curriculum and the assessed curriculum. The audit is a review and analysis of the (1) scope and extent of coverage of the school district's curriculum, programs, and services, (2) documentation of curriculum expectations to guide teachers in content selection, (3) nature and appropriateness of curriculum expectations for learners, (4) how the system assesses performance results and success in its educational programs, (5) scope and quality of board policies and planning for effective governance of the system, (6) connections and relationships among organizational components for consistency and equity of programs of services, and (7) use of resources for maximal productivity.

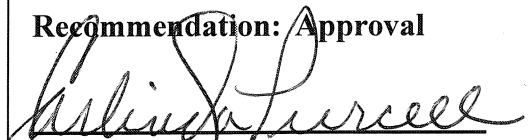
CSIP Goal 2 (Process Performance - Row 53)
MSIP 6.2.5


Funding Source :230-2214-802-CC-230-6319

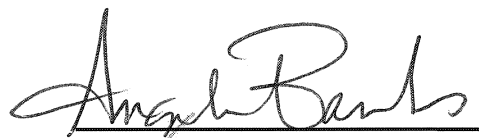
Requisition No.


Cost not to exceed: \$150,865.00

Recommendation: Approval


Carlinda Purcell, Ed.D., Deputy Superintendent


Enos Moss
CFO / Treasurer

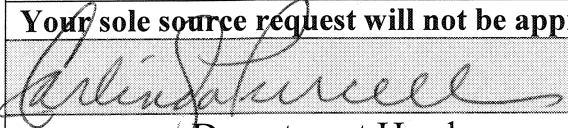
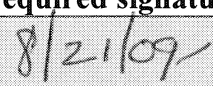

Angie Banks, Interim Budget
Director


Kelvin R. Adams, Ph.D.
Superintendent

AM 8/21/09



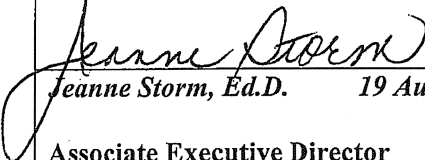
REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Dr. Carlinda Purcell	Date August 19, 2009
Department / School: Academic Services	Phone Number: 345.2488
<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)	
Curriculum auditing programs and services are unique to Phi Delta Kappa International.	
Vendor Name: Phi Delta Kappa International	Email: jstorm@pdkintl.org
Vendor Contact: Jeanne Storm	Phone Number: 800.766.1156
Justification Information	
1. Why the uniquely specified goods are required?	
PDK is the only vendor to provide this type of service.	
2. Why good or services available from other vendors /competitors are not acceptable?	
PDK uses a framework built around the work of Fenwick English, the guru of curriculum alignment in education.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
NA	
<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

Providing leadership, research, and service since 1906

Proposal Submitted to the:
St. Louis Public Schools
Kelvin R. Adams, Superintendent
801 N. 11th Street
St. Louis, MO 63101
Telephone: 314-345-4586

www.pdkintl.org
information@pdkintl.org

Proposing Organization	Curriculum Management Audit Center Phi Delta Kappa International
Proposal Initiator	Jeanne Storm, Associate Executive Director Phi Delta Kappa International Phone: (800) 766-1156 Fax: (812) 339-0018
Participating Educational Organization	St. Louis Public Schools
Organization Representative	Kelvin Adams, Superintendent
Title of Project	A Curriculum Management Audit of the St. Louis Public Schools
Proposed Starting Date	To Be Determined
Number of Schools Student Sampling	74 25,000
Total Contracted Budget	\$150,865.00 Includes a pre-audit visit and a post-audit visit.
ACCEPTED:  Jeanne Storm, Ed.D. 19 August 2009 Associate Executive Director Phi Delta Kappa International	ACCEPTED: Kelvin R. Adams, Ph.D. Date Superintendent St. Louis Public Schools

Requisition #: _____

Vendor #: 600003449

CONSULTANT SERVICE AGREEMENT
BETWEEN
Special Administrative Board of the
Transitional School District of the City of St. Louis
AND
Phi Delta Kappa International

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 19th day of August 2009 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and Phi Delta International (hereinafter "Consultant"). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Address: 408 N. Union Street, Bloomington, IN 47402-0789

Contact Person: Jeanne Storm

Telephone Number: 800.766.1156

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 31st **Day of August, 2009**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the 30th **Day of June 2010**.
2. **SCOPE OF SERVICES:** The Consultant shall provide services described more fully in Attachment "A" Scope of Services attached hereto, incorporated herein, and made a part of this Agreement ("Scope of Services" or "Services").
3. **PERFORMANCE:** The Consultant agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of Consultant's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Consultant of this responsibility

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of \$ \$150,865.00 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:	Dr. Carlinda Purcell
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Dr. Carlinda Purcell
(c)	Verification of the receipt of all documents produced by Consultant pursuant to the Scope of Services by:	Dr. Carlinda Purcell

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 Dr. Carlinda Purcell, 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: Phi Delta Kappa International
408 N. Union Street
Blomington, IN 47402-0789
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.

Jeanne Storm
Phi Delta Kappa International
408 N. UNION
BLOOMINGTON, IN 47402-0789

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

By: _____

By: _____

Title: Consultant

Title: _____

Date: _____

Date: _____

Tax I.D. No _____

ATTACHMENT A

SCOPE OF SERVICES

☒ **Consultant Services**

See attached

☒ **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.

\$150,865.00 (AUDITING OF 74 SCHOOL SITES – INCLUDES A PRE-AUDIT AND A POST-AUDIT VISIT)

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)

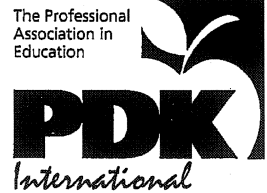
Title: _____

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

NOTARY PUBLIC

My commission expires:

Providing leadership, research, and service since 1906



www.pdkintl.org
information@pdkintl.org

August 19, 2009

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

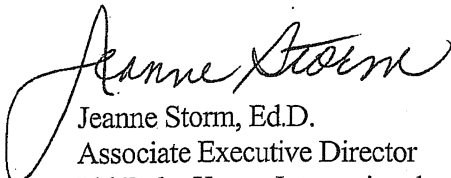
To Whom It May Concern:

As per your request, this letter is to formally advise St. Louis Public Schools that Curriculum Management Services Inc. (CMSi) is the owner of the Curriculum Audit trademark, the publisher and owner of the intellectual property published under the title of Generally Accepted Audit Procedures for Curriculum Management, holder of all copyrights of the process and reference works pertaining to Curriculum Auditing, and holder of sole source in the United States and Canada for Curriculum Management Auditing.

Furthermore, CMSi is the exclusive distributor of curriculum auditing programs and services (protected by law), and CMSi has contracted exclusively with Phi Delta Kappa International to serve as the marketing and delivery agent for curriculum auditing. Portions of our products are protected by Trade Marks authorized by the United States Government, and are unique in the market.

All curriculum auditing programs and services must be acquired and must be purchased directly by institutions from Phi Delta Kappa International.

Sincerely,



Jeanne Storm, Ed.D.
Associate Executive Director
Phi Delta Kappa International

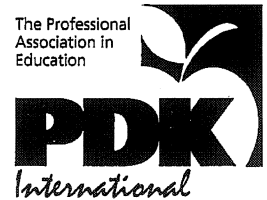
PHONE 812.339.1156 • TOLLFREE 800.766.1156 • FAX 812.339.0018

Phi Delta Kappa International • 408 N. Union Street • P.O. Box 789 • Bloomington, IN 47402-0789

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Providing leadership, research, and service since 1906



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information@pdkintl.org

August 19, 2009

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

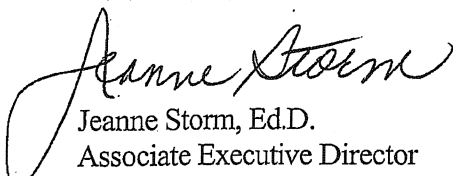
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I. INTRODUCTION

This document constitutes a proposal for delivery of services to the St. Louis Public Schools for the purpose of conducting an audit of the *quality* of the system's curriculum management processes. Included in the audit is a review and analysis of the (1) scope and extent of coverage of the school district's curriculum, programs, and services, (2) documentation of curriculum expectations to guide teachers in content selection, (3) nature and appropriateness of curriculum expectations for learners, (4) how the system assesses performance results and success in its educational programs, (5) scope and quality of board policies and planning for effective governance of the system, (6) connections and relationships among organizational components for consistency and equity of programs of services, and (7) use of resources for maximal productivity. The proposed audit will be in conformance with standards and principles of the Curriculum Management Audit Centers, Inc., Phi Delta Kappa International and with *Curriculum Management Auditing: Improving School Quality*.¹

A curriculum audit is designed to reveal the extent to which officials and professional staff of a school district have developed and implemented a sound, valid, and operational system of curriculum management. Such a system, set within the framework of adopted board policies, enables the school district to make maximum use of its human and financial resources in the education of its students. When such a system is fully operational, it assures the governing board and St. Louis Public Schools taxpayers that their fiscal support is optimized under the conditions in which the school district functions.

Background

The St. Louis Public Schools constitutes an advancing educational institution in terms of its willingness to embark on a challenging road to improvement. Even in good school systems, the complexities of the system and the interrelationships of local schools and operational departments affect the quality of educational program delivery and the overall direction of the system. The salient characteristics of a sound curriculum have been recognized by citizens, taxpayers, teachers, and others in aiding the system in accomplishing its goals. The St. Louis Public Schools has invited this proposal to determine whether or not its programs and services are properly suited for the system, if delivery of programs and services is in keeping with sound and appropriate practice, and whether or not the system has sufficient data for improvement of its educational programs and services over time.

This proposal contains a definition of the types of services proposed, a tentative calendar, and the cost for such services. The Phi Delta Kappa International Curriculum Management Audit Center is well suited to provide the proposed slate of services. It has several fully certified and highly experienced lead and regular curriculum management auditors available to serve on staff for this project, and all associates have achieved certified auditor status. In addition, the staff proposed for this audit includes nationally recognized auditors and educational leaders from across the United States, Canada, and other countries.

¹ (Frase L., English, F., and Poston, W.; 1995: Technomic Press, Lancaster, PA)

Nature of the Curriculum Audit Process

The Curriculum Management Audit is a process which was first implemented in 1979 in the Columbus Public Schools in Columbus, Ohio. The audit is based upon generally-accepted concepts pertaining to effective instruction and curricular design and delivery, some of which have been popularly referred to as the “effective schools research” and quality improvement processes related to school excellence.

A curriculum management audit is an independent examination of three data sources: documents, interviews, and site visits. These are gathered and triangulated, or corroborated, to reveal the extent to which a school district is meeting its goals and objectives, whether they are internally or externally developed or imposed. A public report is issued as the final phase of the auditing process.

The audit’s scope is centered on curriculum and instruction, and any aspect of operations of a school system that enhances or hinders its design and/or delivery. The audit is an intensive, focused, “postholed” look at how well a school system such as the St. Louis Public Schools has been able to set valid directions for pupil accomplishment and well being, concentrate its resources to accomplish those directions, and improve its performance, however contextually defined or measured, over time.

The Curriculum Management Audit centers its focus on the main business of schools: teaching, curriculum, and learning. Its contingency focus is based upon data gathered during the audit which impinges negatively or positively on its primary focus. These data are reported along with the main findings of the audit.

In some cases, ancillary findings in a curriculum management audit are so interconnected with the capability of a school system to attain its central objectives, that they become major, interactive forces which, if not addressed, will severely compromise the ability of the school system to be successful with its students.

The methodology and assumptions of the Curriculum Management Audit have been reported in the national professional literature in the past decade, and at a broad spectrum of national education association conventions and seminars, including the American Association of School Administrators (AASA); Association of Supervision and Curriculum Development (ASCD); National Association of Secondary School Principals (NASSP); Association for the Advancement of International Education (AAIE); American Educational Research Association (AERA); National School Boards Association (NSBA); the National Governors Association (NGA); Phi Delta Kappa (PDK); the School Administrators of Ohio (SAO); the Iowa Association of School Boards (IASB); and the Texas Association of School Administrators (TASA).

Auditors serving on the St. Louis Public Schools Curriculum Management Audit will all be certified auditors from comparable educational systems. Each auditor has been trained through an intensive national program designed and developed by the National Curriculum Audit Center expressly for the purpose of conducting Curriculum Management Audit nationally and internationally.

The names and qualifications of all curriculum auditors will be identified and subject to school district approval prior to commencement of the audit.

The Curriculum Management Audit has established itself as a process of integrity and candor in assessing educational organizations. The audit report should serve as an important data source to the governing board, superintendent, members of the faculty and staff, and the educational community for improvement of the design and delivery of teaching and learning.

II. METHODOLOGY

The Model for Curriculum Management Audit

The model for the Curriculum Management Audit is shown in the schematic below. The model has been published widely in the national professional literature, most recently in the book, *The Curriculum Management Audit: Improving School Quality* by Larry E. Frase, Fenwick W. English, and William K. Poston Jr. (Lancaster, PA: Technomic Press, 1995).

A Schematic View of Curricular Quality Control



General quality control assumes that at least three elements must be present in any organizational and work-related situation for it to be functional and capable of being improved over time. These are: (1) a work standard, goal/objective, or operational mission; (2) work directed toward attaining the mission, standard, goal/objective; and (3) feedback (work measurement), which is related to or aligned with the standard, goal/objective, or mission.

When activities are repeated, there is a “learning curve,” i.e., more of the work objectives are achieved within the existing cost parameters. As a result, the organization or sub-unit of an organization, becomes more “productive” at its essential short- or long-range work tasks.

Within the context of an educational system and its governance and operational structure, curricular quality control requires: (1) a written curriculum in some clear and translatable form for application by teachers in classroom or related instructional settings, (2) a taught curriculum which is shaped by and interactive with the written one, and (3) a tested curriculum which includes the tasks, concepts, and skills, of pupil learning which are linked to both the taught and written curricula. This model is applicable in any kind of educational work structure typically found in mass public educational systems, and is suitable for any kind of assessment strategy, from norm-referenced standardized tests to more authentic approaches.

The Curriculum Management Audit assumes that an educational system, as one kind of human work organization, must be responsive to the context in which it functions and in which it receives support for its continuing existence. In the case of public educational systems, the support comes in the form of the moneys from three levels: local, state, and federal.

In return for such support, mass public educational systems are supposed to exhibit characteristics of rationality, i.e., being responsive to the public will as it is expressed in legally constituted bodies such as federal government, state legislatures, and locally elected/appointed boards of education.

In the case of emerging national public school reforms, more and more this responsiveness is assuring a distinctive school-based management focus which includes parents, teachers, and, in some cases, students. The ability of schools to be responsive to public expectations, as legally expressed in law and policy, is crucial to their survival as publicly-supported educational organizations in the years ahead. The Curriculum Management Audit is one method for ascertaining the extent to which a school system or sub-unit thereof, has been responsive to these expressed expectations and requirements in its context.

Standards for the Auditors

The members of the audit team will be highly trained and experienced in conducting audits of systems of the magnitude of the St. Louis Public Schools. The audit team is guided by a set of generally accepted auditing principles. While a Curriculum Management Audit is not a financial audit, it is governed by some of the same principles. These are:

Technical Expertise

Selected auditors must have actual experience in conducting the affairs of a school system at all levels audited. They must understand the tacit and contextual clues of sound curriculum management.

The St. Louis Public Schools Audit Team will include auditors who have been school superintendents, Curriculum and Instructions, directors, coordinators, principals and assistant principals, as well as elementary and secondary classroom teachers in public educational systems of comparable size and characteristics as the St. Louis Public Schools.

The Principle of Independence

None of the audit team members have any vested interest in the findings or recommendations of St. Louis Public Schools Curriculum Management Audit. None of the auditors presently works in your state, nor do any know the individuals that occupy top or middle management positions in St. Louis Public Schools nor any of the past or current members of the system's governing board. The district representative will coordinate the audit process, but will not directly be involved in the audit findings or recommendations found in the final report.

The Principle of Objectivity

Events and situations which comprise the data base for the audit are derived from documents, interviews, and sites visits. This public data base and subsequent judgments made upon it, must be verifiable and grounded in it. Findings must be factually triangulated.

The Principle of Consistency

This audit will use the same standards and basic methods found in the copyrighted curriculum audit process. Audits are not normative in the sense that one school system is compared to another. School systems, as the units of analysis, are compared to a set of standards and positive/negative discrepancies cited.

The Principle of Materiality

Auditors have broad implied and discretionary power to focus on and select those findings which they consider most important to describing how the curriculum management system is functioning in a school district, and how that system must improve, expand, delete, or re-configure various functions in order to attain an optimum level of performance.

The Principle of Full Disclosure

Auditors must reveal all relevant information to the users of the audit, except in cases where such disclosure would compromise the identity of employees or patrons of the system. Confidentiality is respected in audit interviews.

Data Sources of the Curriculum Management Audit

A curriculum audit uses a variety of data sources to determine if each of the three elements of curricular quality control is in place and connected one to the other. The audit process also inquires as to whether pupil learning has improved as the result of effective application of curricular quality control.

The major sources of data for the St. Louis Public Schools Curriculum Management Audit will be:

Documents

These sources consist of written board policies, administrative regulations, curriculum guides, memoranda, budgets, state reports, accreditation documents, and any other source of information which would reveal elements of the written, taught, and tested curricula and the linkages among these elements.

Interviews

Interviews will be conducted by the auditors to shed light on the same elements often included in written documents or reports and to reveal interrelationships and contextual understanding. Interviews will be held with all board members, the superintendent, top-level administrative staff,

building principals, some classroom teachers and some parents. The auditors will also interview those who request an audience.

Site Visits

The audit team would prefer to schedule a visit to as many school sites in the St. Louis Public Schools as time permits. Site visits reveal the actual context in which programs and services are designed and delivered in an educational system. Contextual references are important as they indicate discrepancies in documents or unusual working conditions.

Standards Proposed for the Curriculum Management Audit

The proposed audit will use five major standards against which to compare, verify, and comment upon the St. Louis Public Schools existing curricular management practices. These standards have been extrapolated from an extensive review of management principles and practices and have been applied in all previous Curriculum Management Audits.

As a result, the standards reflect an ideal management system, but not an unattainable one. They describe the major working characteristics that any complex work organization should possess in being responsive and responsible to its clients.

A school district that is using its financial and human resources for the greatest benefit of its students is a district that is able to establish clear objectives, examine alternatives, select and implement alternatives, measure results as they develop against established objectives, and adjust its efforts so that it achieves a greater share of the objectives.

The five standards to be employed in the proposed Curriculum Management Audit include:

1. **Governance and Control:** The school district demonstrates its control of resources, programs, and personnel.
2. **Direction and Clientele Expectations:** The school district has established clear and valid objectives for students and clientele.
3. **Connectivity and Consistency:** The school district has demonstrated internal consistency and rational equity in its program development and implementation.
4. **Assessment and Feedback:** The school district has used the results from district-designed or adopted assessments to adjust, improve, or terminate ineffective practices or programs.
5. **Productivity and Efficiency:** The school district has improved its productivity and efficiency, particularly in the use of resources.

A finding within a Curriculum Management Audit is simply a description of the existing state, negative or positive, between an observed and triangulated condition or situation at the time of the audit, and its comparison with one or more of the five audit standards.

Findings in the negative represent discrepancies below the standard. Findings in the positive reflect meeting or exceeding the standard. As such, audit findings are recorded on nominal or ordinal indices and not ratio or interval scales. As a general rule, audits do not issue commendations, because it is expected that a school district should be meeting every standard as a way of normally doing its business. Commendations are not given for good practice. On occasion, exemplary practices may be cited.

Unlike accreditation methodologies, audits do not have to reach a forced, summative judgment regarding the status of a school district or sub-unit being analyzed. Audits simply report the discrepancies and formulate recommendations to ameliorate them.

Other dimensions of school district operations and activities deemed germane and discovered during the conduct of the audit will be considered in the formulation of findings and recommendations.

What the Audit Will Look For in the Education Organization:

Standard 1: Governance and Control

A school system meeting Curriculum Management Audit Standard One is able to demonstrate its control of resources, programs, and personnel. Common indicators are:

- a curriculum policy framework that:
 - is centrally defined and adopted by the board of education
 - establishes an operational framework for management that permits accountability
 - reflects state requirements and local program goals
 - reflects the necessity to use achievement data to improve school system operations
 - defines and directs change and innovation within the school system to permit focus of its resources on priority goals, objectives, and mission
- a functional administrative structure that facilitates the design and delivery of the system's curriculum (programs and services) and achievement of goals
- a direct, uninterrupted line of authority from governing board to the superintendent/chief executive officer and other central office officials to principals and classroom teachers
- documentation of school board and central office planning for the attainment of goals, objectives, and mission over time.
- organizational development efforts which are focused to improve system effectiveness

Standard 2: Direction and Learner Expectations

An educational system meeting Standard Two demonstrates clearly established learner expectations and definitions of instructional content for effective teaching and learning. Common indicators are:

- a clearly established, system-wide set of goals and objectives that addresses all programs and courses and is adopted by the board of education
- demonstration that the system is contextually responsive to national, state, and other expectations as evidenced in local initiatives
- operations set within a framework that carries out the system's goals and objectives
- evidence of comprehensive, detailed, short- and long-range curriculum management planning
- knowledge, local validation, and use of current best curricular practices
- written curriculum that addresses both current and future needs of students
- major programmatic initiatives designed to be cohesive
- provision of explicit direction for the superintendent and professional staff
- a framework that exists for systemic curricular change

Standard 3: Connectivity and Consistency

A successful school system meeting Standard Three will demonstrate a highly-developed, articulated, and coordinated curriculum (programs and services) in the organization that is effectively monitored by the administrative and supervisory staffs at the central and site levels. Common indicators are:

- documents/sources that reveal internal connections at different levels in the system
- predictable consistency through a coherent rationale for content delineation within the curriculum
- equality of curriculum/course access and opportunity
- allocation of resource flow to areas of greatest need
- a curriculum that is clearly explained to members of the teaching staff and building-level administrators and other supervisory personnel
- specific professional development programs to enhance curricular design and delivery
- a curriculum that is monitored by central office and site supervisory personnel
- teacher and administrator responsiveness to school board policies, currently and over time

Standard 4: Assessment and Feedback

A school system meeting Standard Four has designed a comprehensive system of assessment/testing and uses valid measurement tools that indicate how well its students are achieving designated priority learning goals and objectives. Common indicators are:

- a formative and summative assessment system linked to a clear rationale in board policy
- knowledge, local validation, and use of current curricular and program assessment best practices
- use of a student and program assessment plan which provides for diverse assessment strategies for varied purposes at all levels -- district, school, and classroom
- a way to provide feedback to the teaching and administrative staffs regarding how classroom instruction may be evaluated and subsequently improved
- a timely and relevant data base upon which to analyze important trends in student achievement
- a vehicle to examine how well specific programs are actually producing desired learner outcomes of results
- a data base to compare the strengths and weaknesses of various programs and program alternatives, as well as to engage in equity analysis
- a data base to modify or terminate ineffective educational programs
- a method/means to relate to a programmatic budget and enable the school system to engage in cost-benefit analysis
- organizational data gathered and used to continually improve system functions

Standard 5: Productivity and Efficiency

While the attainment of improved productivity in a school is a complex process, caused in part by the lack of a tight organizational structure (referred to as “loosely coupled”), common indicators of an educational system meeting Standard Five are:

- planned and actual congruence among curricular objectives, results, and financial allocations
- a financial data base and network that are able to track costs to results, provide sufficient fiduciary control, and is used as a viable data base in making policy and operational decisions
- specific means that have been selected or modified and implemented to attain better results in the schools over a specified time period
- a planned series of interventions that have raised pupil performance levels over time and maintained those levels within the same cost parameters as in the past
- school facilities that are well-kept, sufficient, safe, orderly, and conducive to effective delivery of the instructional program
- support systems that function in systemic ways
- district and school climate conducive to continual improvement

III. SCOPE OF WORK

Lead Auditor Responsibilities

1. The Lead Auditor will be responsible for overall coordination of the work, employment of the auditors, preparation of the report, and delivery of the report to the client, the St. Louis Public Schools. All work will be performed and reported in accordance with the guidelines and standards described in this proposal
2. The final report to the St. Louis Public Schools will include a description of the standards employed, the process followed, the findings of the audit team with documentation, and a set of recommendations for action by the governing board and administrative staff of the system. The timeline for performance of the work is described below:

Typical Timeline for the Proposed Work

The proposed schedule for activities pursuant to this audit is delineated below:

Week One	St. Louis Public Schools authorization to proceed with the audit and notification to district representative
Week Two-Four	Selection and identification of audit team members
Week Twelve	District personnel responsibilities completed (see list below)
Week Sixteen	Site visits, document review, and development of findings on site in the St. Louis Public Schools
Week Sixteen - Twenty-four	Preparation of audit report with findings and recommendations
Week Twenty-six	Expected date for delivery of final audit report to the St. Louis Public Schools

St. Louis Public Schools Responsibilities

General Tasks:

1. Assign a local liaison representative (usually not the superintendent, but may be a senior administrator with curriculum and instruction responsibilities). Support the audit team and project in accordance with the following schedule.

First Week	Commence process to obtain board approval
Second Week	Board approval and authorization to proceed with notice to district representative
Eighth Week	Delivery of documents requested for audit to audit team members as directed by Lead Auditor
Sixteenth Week	Coordination of audit team site visit including scheduling and support
Twenty-sixth Week	Receive final report and prepare implementation strategies for Board and Superintendent approval
Twenty-seventh Week (and annually thereafter)	Progress report to the Superintendent and Board on audit recommendations
2. Pay proportionate amount of the project cost (quoted on page 2) on the following schedule:

Upon approval and authorization of the work	1/3 of the total project amount
Upon completion of the site visit	1/3 of the total project amount
Upon delivery of the draft audit report, prior to delivery of final audit report.	1/3 of the total project amount plus reimbursement for out of pocket expenses (travel, lodging, printing, etc.)
3. Obtain, prepare, and deliver the following documents for the audit team review in accordance with the schedule indicated above:
 - All Board policies, rules, or regulations relating to curriculum, budgeting, or assessment
 - Any planning documents for the past five years
 - All system produced curriculum guides (one copy each)
 - All course descriptions and courses of study
 - Testing reports and test scores for the past five years
 - Copies of the system budgets for the past three years
 - Copies of any reviews or accreditation reports conducted by external agencies in the past five years
 - Copies of any studies of graduates conducted during the past five years
 - Copies of any financial audits conducted in the past three years
 - Any document which presents a history of the school system, from inception to the present
 - A map and list of schools for the school system
 - A complete list of all administrative and supervisory personnel
 - A complete listing of all documents provided to the audit team (very important so we can return everything to you)

4. Identify, list, and notify all schools to be visited in the St. Louis Public Schools.
5. Arrange, recruit, and convene three focus groups for the purpose of obtaining background information for the audit team. Focus groups should consist of approximately 20-30 persons each if possible, and should convene for not less than a two hour session (at a convenient time) under the supervision of the school administration. Data from focus groups should be compiled, summarized, and presented to auditors at the time of the site visit. Focus groups should also be interviewed in person by the audit team during the site visit. Three focus groups are recommended, including the following:
 - a. District parents, reflecting all educational levels (preschool, primary, middle, high school -- whether or not their children are enrolled in the St. Louis Public Schools).
 - b. District teachers, reflecting all educational levels (see above)
 - c. District and community leaders, representing other educational institutions, employers, business and industry representatives, and patrons of the system. This group should reflect the community at large with perspectives about the needs and direction of the community over the next twenty years.

Tasks for Focus Groups

The purpose of the focus groups is to identify their perceptions of the status of the system, how that status manifests itself compared to expectations, and what information is available to such groups affecting their perceptions and opinions. Focus groups should address the following issues and questions during their sessions:

1. What are your expectations for the programs and services of the St. Louis Public Schools? In other words, what skills, attitudes, abilities, knowledge, and characteristics do you want the educational program of the St. Louis Public Schools to produce in its graduates and/or students?
2. How well is the system addressing the expectations you enumerated in number 1? In your opinion, what needs are being fully met and what needs are not being fully met by the educational program of the St. Louis Public Schools? (Note: needs are differences between expectations and performance).
3. What information do you have or get which enables you to identify your responses to the above questions? What information would you like to receive about educational programs and services which would enable you to better assess the progress and performance of the St. Louis Public Schools?

Responses from the focus groups should be documented, summarized in a report, and published by the system, or its assigned representatives.

Documented information obtained from the focus groups will be provided to the audit team prior to the site visit. Responses from focus groups should be kept confidential (within the bounds of law) as much as possible until after the audit team site visit so as to prevent influence in the conditions monitored during the audit site visit.

IV. SUMMARY

This proposal sets forth the services of a curriculum management audit requested by the St. Louis Public Schools. If approved, The Phi Delta Kappa International Curriculum Management Audit Center will conduct a curriculum management audit of the St. Louis Public Schools in accordance with generally accepted standards and principles for school district management audits.

Moreover, the audit team provided pursuant to this audit will include only certified curriculum auditors, unless the school district gives permission to use interns. This increases the cost of conducting such an audit, but it also assures a high quality product suitable for use by the St. Louis Public Schools in its efforts to improve the quality of its curriculum design and delivery.

The Curriculum Management Audit Report will be provided to the Superintendent for transmittal to the Governing Board and for dissemination to stakeholders of the system. The audit report provides a detailed, rigorous, and forthright diagnosis and analysis of the quality control activities of the system in terms of its capabilities to provide quality teaching and learning for its clientele. Given the audit report information, the Board and Superintendent will be able to identify strengths and weaknesses of the system, formulate improvement action plans, and proceed to improve and enhance the quality of the St. Louis Public Schools.

SAINT LOUIS PUBLIC SCHOOLS

Date:

To: Kelvin R. Adams, Ph.D.

From: Enos K. Moss, CFO/Treasurer

Agenda Item: 10-08-09-01

Information:

Conference:

Action:

Subject:

Approval of the Monthly Budget Transaction Report for August 2009.

Background:

MSIP LINKAGE 8.5.4
CSIP Goal 2, Row 75

Funding Source :N/A

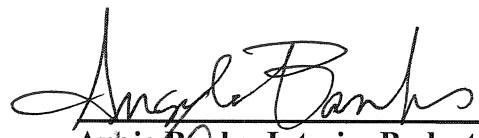
Requisition No.

Cost not to exceed:

Recommendation: Approval



Enos Moss
CFO / Treasurer


Angie Banks, Interim Budget
Director

Kelvin R. Adams, Ph.D.
Superintendent

August 2009 Transactions

ST. LOUIS BOARD OF EDUCATION

MONTHLY BUDGET REPORT

ACTIVITY TYPES INCLUDED: KBUS KBUE KBRO KBNO

110 INCIDENTAL FUND

1. SAP# 501606158-501606160

From:

110-2215	824-00-110	6411	\$430,000.00-
110-2215	824-00-110	6411	\$181,077.41-
110-2215	824-00-110	6411	\$13,852.42-
110-2215	824-00-110	6411	\$5,070.17-
110-2215	824-00-110	6411	\$206,800.00-
110-2215	824-00-110	6411	\$30,000.00-
110-2215	824-00-110	6411	\$20,000.00-
110-2215	824-00-110	6411	\$25,500.00-
110-2215	824-00-110	6411	\$5,000.00-
110-2215	824-00-110	6411	\$1,000.00-
110-2215	824-00-110	6411	\$1,000.00-
110-2215	824-00-110	6411	\$2,000.00-
110-2215	824-00-110	6371	\$430,000.00
110-2215	824-00-110	6143	\$181,077.41
110-2215	824-00-110	6231	\$13,852.42
110-2215	824-00-110	6261	\$5,070.17
110-2215	824-00-110	6319	\$206,800.00
110-2215	824-00-110	6383	\$30,000.00
110-2215	824-00-110	6384	\$20,000.00
110-2215	824-00-110	6319	\$25,500.00
110-2215	824-00-110	6541	\$5,000.00
110-2215	824-00-110	6386	\$1,000.00
110-2215	824-00-110	6363	\$1,000.00
110-2215	824-00-110	6381	\$2,000.00

Continued:

Control No: B-0053
 Total Amount: \$921,300.00
 Text: Reallocated Professional Development funds into commitment items needed. Budget was originally loaded in 6411, supplies.

2. SAP# 501606264

From: 110-2624 905-00-110 6333 \$93,276.71-
 To: 110-2623 905-00-110 6336 \$93,276.71

Control No: B-0081

Total Amount: \$93,276.71

Text: Appropriations are needed to create a Purchase Order for property services: Crown Excel, McCann Pest Control and Greasemasters (Grease Traps & Exhaust Hoods).

FROM 120 TEACHER'S FUND TO 110 INCIDENTAL FUND1. SAP# 501606208

From: 120-1663 827-00-110 6319 \$82,838.00-
 To: 110-1663 827-00-110 6319 \$82,838.00

Control No: B-0062

Total Amount: \$82,838.00

Text: Reallocated monies for John Windom's contract. Funds were inadvertently allocated to fund 120.

220 EARLY CHILDHOOD SPECIAL EDUCATION1. SAP# 501606256

From: 220-2144 828-00-220 6113 \$79,000.00-
 To: 220-2144 828-00-220 6149 \$79,000.00

Control No: B-0075

Total Amount: \$79,000.00

Text: Transfer funds for salaries of temporary Early Childhood Special Ed. Psychologists.

230 TITLE I**1. SAP# 501606313**

To:	230-2214	802-UG-230	6319	\$260,000.00
	230-2214	802-UG-230	6383	\$4,900.00

Control No: B-0078

Total Amount: \$264,900.00

Text: Set up appropriations for The University of Virginia School Improvement Turnaround Grant for Clay, Mann, Oak Hill and Woerner.

2. SAP# 501606314

To:	230-2214	802-UJ-230	6319	\$80,000.00
	230-2214	802-UJ-230	6319	\$129,950.00
	230-2214	802-UJ-230	6319	\$485,250.00

Control No: B-0079

Total Amount: \$695,200.00

Text: Set up appropriations for The New York School Improvement Turnaround Grant for the 2009-2010 school year.

3. SAP# 501606315

To:	230-2214	802-UI-230	6319	\$1,114,750.00
	230-2214	802-UI-230	6358	\$30,000.00
	230-2214	802-UI-230	6383	\$20,000.00
	230-2214	802-UI-230	6641	\$50,000.00
	230-2214	802-UI-230	6371	\$214,130.00

Control No: B-0080

Total Amount: \$1,428,880.00

Text: Set up appropriations for The New York School Improvement Turnaround Grant for the 2009-2010 school year.

290 MINI FEDERAL PROGRAMS**1. SAP# 501606207-501606208**

To:	290-2336	822-RM-290	6149	\$17,680.00
	290-2336	822-RM-290	6143	\$26,693.19
	290-2336	822-RM-290	6231	\$3,394.55
	290-2336	822-RM-290	6261	\$1,242.45
	290-2336	822-RM-290	6386	\$500.00
	290-2336	822-RM-290	6411	\$20,000.00
	290-2336	822-RM-290	6383	\$2,500.00
	290-2336	822-RM-290	6384	\$2,000.00
	290-2336	822-RM-290	6341	\$41,725.00
	290-2336	822-RM-290	6349	\$3,275.00
	290-2336	822-RM-290	6371	\$23,629.81
	290-2336	976-RM-290	6641	\$7,132.00

Control No: B-0057

Total Amount: \$149,772.00

Text: Appropriated the 2009-2010 DESE Homeless Grant for Students in Transition.

2. SAP# 501606205

To:	290-3338	840-MP-290	6122	\$24,385.00
	290-3338	840-MP-290	6123	\$40,845.00
	290-3338	840-MP-290	6124	\$383,123.00
	290-3338	840-MP-290	6149	\$91,034.00
	290-3338	840-MP-290	6211	\$44,162.77
	290-3338	840-MP-290	6231	\$41,263.11
	290-3338	840-MP-290	6241	\$118,302.56
	290-3338	840-MP-290	6242	\$6,126.88
	290-3338	840-MP-290	6243	\$1,361.25
	290-3338	840-MP-290	6244	\$357.76
	290-3338	840-MP-290	6245	\$10,642.56
	290-3338	840-MP-290	6246	\$3,426.88
	290-3338	840-MP-290	6261	\$15,102.84

Continued:

290-3338	840-MP-290	6342	\$33,750.00
290-3338	840-MP-290	6363	\$5,000.00
290-3338	840-MP-290	6384	\$40,000.00
290-3338	840-MP-290	6386	\$5,000.00
290-3338	840-MP-290	6411	\$36,116.36

Control No: B-0077

Total Amount: \$900,000.00

Text: Appropriated the Grace Hill Settlement Grant for Early Childhood.

299 MINI FEDERAL PROGRAMS

1. SAP# 501606238

From:	299-2214	311-AZ-299	6143	\$3,500.00
	299-2214	311-AZ-299	6231	\$268.00
	299-2214	311-AZ-299	6261	\$98.00
	299-2214	311-AZ-299	6363	\$300.00
	299-2214	311-AZ-299	6384	\$2,870.00
	299-2214	311-AZ-299	6411	\$2,964.00

Control No: B-0071

Total Amount: \$10,000.00

Text: Appropriated the School Improvement Grant for Bunche as approved by DESE.

2. SAP# 501606298

To:	299-2331	802-QI-299	6432	\$23,548.50
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Control No: B-0084

Total Amount: \$23,548.50

Text: Grant carried forward for the actual amount received.

510 SCHOOL LUNCHROOM**1. SAP# 501601814**

From:	510-3121	906-00-510	6143	\$67,500.00-
	510-3121	906-00-510	6162	\$8,913.82-
	510-3141	906-00-510	6143	\$67,500.00
	510-3141	906-00-510	6162	\$8,913.82

Control No: B-0092

Total Amount: \$76,413.82

Text: Funds appropriated to pay extra service and overtime for food service employees.

620 NO CHILD LEFT BEHIND**1. SAP# 501606239**

To:	620-1351	193-UN-620	6143	\$23,400.00
	620-1351	193-UN-620	6144	\$3,348.00
	620-1351	193-UN-620	6231	\$2,050.00
	620-1351	193-UN-620	6384	\$64,000.00
	620-1351	193-UN-620	6386	\$288.00
	620-1351	193-UN-620	6319	\$18,588.00
	620-1351	193-UN-620	6338	\$2,500.00
	620-1351	193-UN-620	6363	\$450.00
	620-1351	193-UN-620	6411	\$243,477.00
	620-1351	193-UN-620	6541	\$31,500.00
	620-1351	193-UN-620	6261	\$749.00

Control No: B-0060

Total Amount: \$390,350.00

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

720 TRUST AGENCY & ENTERPRISE**1. SAP# 501606293**

To:	720-1249	828-7N-720	6411	\$300,000.00
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Continued:

720-1249	114-7N-720	6411	\$5,000.00
720-1249	472-7N-720	6411	\$5,000.00
720-1249	552-7N-720	6411	\$5,000.00

Control No: B-0069

Total Amount: \$315,000.00

Text: Appropriated Simon funds to support medical supply expenses for several schools.

730 FOUNDATIONS & CONTRIBUTIONS1. SAP# 501606163

To:	730-2331	825-FM-730	6111	\$44,921.75
	730-2331	825-FM-730	6122	\$9,375.50
	730-2331	825-FM-730	6211	\$5,348.29
	730-2331	825-FM-730	6231	\$5,683.75
	730-2331	825-FM-730	6241	\$5,545.44
	730-2331	825-FM-730	6242	\$287.19
	730-2331	825-FM-730	6243	\$63.81
	730-2331	825-FM-730	6244	\$16.77
	730-2331	825-FM-730	6245	\$498.87
	730-2331	825-FM-730	6246	\$160.65
	730-2331	825-FM-730	6261	\$2,080.32
	730-2331	825-FM-730	6149	\$10,000.00
	730-2331	825-FM-730	6143	\$10,000.00
	730-2331	825-FM-730	6312	\$6,750.00
	730-2331	825-FM-730	6319	\$250,000.00
	730-2331	825-FM-730	6363	\$5,000.00
	730-2331	825-FM-730	6381	\$5,000.00
	730-2331	825-FM-730	6364	\$100.00
	730-2331	825-FM-730	6386	\$800.00
	730-2331	825-FM-730	6411	\$37,367.66
	730-2331	825-FM-730	6383	\$25,000.00
	730-2331	825-FM-730	6384	\$73,000.00

Continued:

730-2331	825-FM-730	6541	\$1,200.00
730-2331	825-FM-730	6443	\$1,800.00

Control No: B-0058

Total Amount: \$500,000.00

Text: Final year of the Wallace Foundation Grant allocated to the Office of Leadership Development for the 2009-2010 school year.

2. SAP# 501606233

To:	730-2332	828-PP-730	6149	\$25,000.00
	730-2332	828-PP-730	6231	\$1,912.50
	730-2332	828-PP-730	6261	\$700.00
	730-2332	828-PP-730	6411	\$4,160.32
	730-2332	828-PP-730	6412	\$4,000.00

Control No: B-0072

Total Amount: \$35,772.82

Text: Appropriated funds received for providing records to outside agencies for Special Ed.

3. SAP# 501606320

To:	730-1111	561-UE-730	6411	\$5,051.00
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Control No: B-0076

Total Amount: \$5,051.00

Text: Appropriated funds received from Innovative Technology Education for supplies for Nance Elementary.

738 FOUNDATIONS & CONTRIBUTIONS1. SAP# 501606241-501606244

To:	738-3338	840-8S-738	6143	\$12,973.19
	738-3338	840-8S-738	6149	\$8,318.98
	738-3338	840-8S-738	6231	\$5,210.87
	738-3338	840-8S-738	6261	\$1,128.67

Control No: B-0064

Continued:

Total Amount: \$27,631.71

Text: Allocate monies received during 08/09 for the Early Childhood Development Grant.

739 FOUNDATIONS & CONTRIBUTIONS1. SAP# 501606245-501606250

To:	739-3338	840-8S-739	6124	\$1,524.93
	739-3338	840-8S-739	6149	\$589.78
	739-3338	840-8S-739	6211	\$7,446.32
	739-3338	840-8S-739	6231	\$598.10
	739-3338	840-8S-739	6261	\$3,351.88
	739-3338	840-8S-739	6411	\$30,626.92

Control No: B-0065

Total Amount: \$44,137.93

Text: Allocate monies received during 08/09 for the Early Childhood Development Grant.

740 FOUNDATIONS & CONTRIBUTIONS1. SAP# 501606324

To:	740-1672	036-00-740	6143	\$1,320.38
	740-1672	036-00-740	6231	\$101.01
	740-1672	036-00-740	6261	\$39.61

Control No: B-0091

Total Amount: \$1,461.00

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

SAINT LOUIS PUBLIC SCHOOLS

Date: September 11, 2009

To: Kelvin R. Adams, Ph.D.

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

Agenda Item: 10-0809-02

Information: ☐

Conference: ☐

Action: ☒

Subject:

This is a request to translate the Student Code of Conduct for English Language Learners and their families to inform them of District policies for the 2009-2010 school year. Cost not to exceed \$11,295.36.

Background:

As the booklet states, the purpose of the Student Code of Conduct is to educate. Behaviors that are counterproductive are described in detail and consequences explained. English Language Learners (ELLs) and their families need to be held responsible for policies that are written but need to have access in a language they can understand.

This request is to translate the handbook into four languages that represent close to 65% of the ESOL student body, Bosnian, Vietnamese, Spanish and Arabic.

Translation services will be contracted with the International Institute, a refugee resettlement agency with a very strong Translation Unit. The total cost for the four languages will be \$11,295.36, which will include translation and editing.

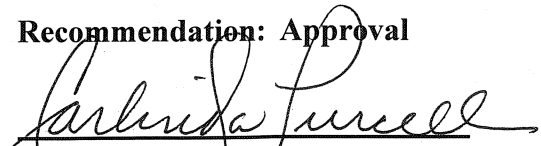
MSIP Finding #15/6.5
SIP 6.25

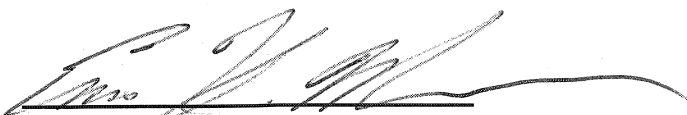
Funding Source :110-1152-838-6363-DT-110

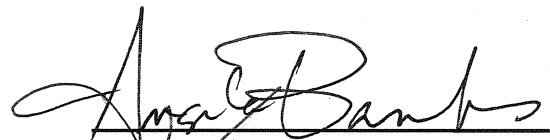
Requisition No.


Cost not to exceed: \$11,295.36

Recommendation: Approval


Carlinda Purcell, Ed.D., Deputy Superintendent


Enos Moss
CFO / Treasurer


Angie Banks, Interim Budget
Director


Kelvin R. Adams, Ph.D.
Superintendent



TRANSLATION COST ESTIMATE

For:
Samir Mujagic
SLPS
ESOL Office

Dear Samir,

Below please find your cost estimate to translate your document into various languages:

Document	Languages	Per word rate	Words	Total
STUDENT HANDBOOK	Vietnamese	\$0.30	11840	\$3,552.00
	Spanish	\$0.23	11840	\$2,723.20
	Bosnian	\$0.23	11840	\$2,723.20
	Arabic	\$0.30	11840	\$3,552.00
Subtotal				\$12,550.40
Volume discount 10%				\$1,255.04
Total				\$11,295.36

The above cost includes translation and editing to ensure quality and accuracy. The turnaround time would be approximately 4 weeks depending on the translators' availability.

Please let me know if you have any questions about this quote or about the translation process in general.

Thank you for contacting the International Institute.

Sincerely,

Sarah Barekzai
Sr. Language Services Specialist
Language Services of the
International Institute of St. Louis
3654 S. Grand Blvd.
St. Louis, MO 63118
Phone: (314) 773-9090 ext. 151
Fax: (314) 773-2279
barekzais@iistl.org

*Service
Leadership
Partnership*

SAINT LOUIS PUBLIC SCHOOLS

Date: September 15, 2009

To: Kelvin R. Adams, Ph.D.

From: Enos K. Moss, CFO/Treasurer

Agenda Item: 10-08-09-03

Information: ☐

Conference: ☐

Action: ☒

Subject:

To enter into a contract with Accelify for School District Administrative Claiming (SDAC) services to be provided for the 2009-2010 academic year at a cost not to exceed 3% of generated revenue.

Background:

Responding to RFP 005-0910:

Accelify will provide all of the products, services and technical assistance that are necessary in order for the District to be able to submit accurate and timely claims to the Missouri Department of Social Services (DSS) MOHealthNet Division with respect to claimable costs that the District incurs in providing administrative outreach services for the Medicaid program.

Accelify will conform to all requirements as documented in RFP 005-0910.

Accelify receives a fee of not more than 3% of any SDAC-related revenue that the district receives from MOHealthNet for the SDAC program.

Total FY09 District revenue: Approximately \$2,914,664

MSIP Link: 7.1.2, CSIP Link: Page 29, Item #3

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

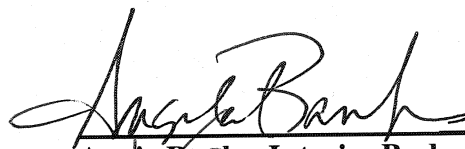
Requisition No.

Cost not to exceed: 3% of generated revenue

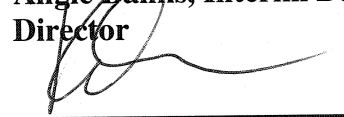
Recommendation: Approval



Enos K. Moss, CFO/Treasurer



**Angie Banks, Interim Budget
Director**


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

RFP Evaluation Summary Report

RFP # 005-0910

Contract Name: School District Administrative Claiming

Vendor	Projected Annual Revenue	Cost to District	Proposed Solution	Experience/ Expertise	M/WBE	Average Score by Evaluators
Accellify	2,500,000	0.0300	58.5	63	0	31.125
MSBA	Fixed Fee Net:	0.0265	48.5	31	0	19.875
PCG	Fixed Fee Net:	0.0260	46	51	0	24.25
Weighting per RFP		30.00%	30.00%	30.00%	10.00%	
Weighted Scores						Final Weighted Score
Accellify		0.2538	0.3000	0.3000	0.0000	0.8538
MSBA		0.2942	0.2487	0.1476	0.0000	0.6906
PCG		0.3000	0.2359	0.2429	0.0000	0.7788

SAINT LOUIS PUBLIC SCHOOLS

Date: September 9, 2009

To: Kelvin R. Adams, Ph.D.

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

Agenda Item: 10-08-09-04

Information: ☐

Conference: ☐

Action: ☒

Subject:

To enter into contract with Midwest Music Therapy for music therapy services to be provided for the 2009-2010 academic year with at a cost not to exceed \$19,600.00

Background:

Responding to RFP 063-0910:

Midwest Music Therapy to provide, on an "as needed" basis, music therapy services to students with disabilities as identified by their Individual Education Program (IEP) at the bid rate of \$56.00/hour. Services to include evaluation and assessments, specialized instruction and therapy and IEP implementation. All services are to be provided at sites and times as directed by the Office of Special Education.

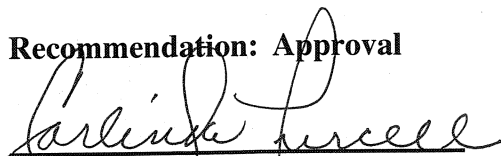
MSIP Link: 7.1.2, CSIP Link: Page 29, Item #3

Funding Source :270-2132-828-00-270-6319

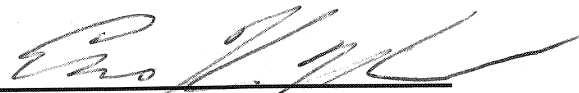
Requisition No. 10114787

Cost not to exceed: \$19,600.00

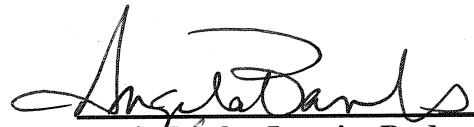
Recommendation: Approval



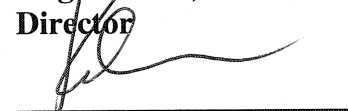
Carlinda Purcell, Ed.D., Deputy Superintendent



Enos Moss
CFO / Treasurer



Angie Banks, Interim Budget
Director



Kelvin R. Adams, Ph.D.
Superintendent

Handwritten initials: JM KC

RFP # 063-0910

Contract Name: Music Therapy Services

[illegible]

AGREEMENT

This Agreement ("Agreement"), to be designated Agreement No. SEO2010-14
(For Board Use Only)

is made as of the 1st day of October, 2009, by and between the Board of Education of the City of St. Louis, governing body of the St. Louis Public Schools, a Missouri Metropolitan School District (the "Board") with its principal place of business located at 801 N. 11th Street, St.

Louis, Missouri 63101, and Midwest Music Therapy Services
Company Name

(hereinafter "Contractor") with its principal place of business located at :

6614 Clayton Road #179, Saint Louis, MO 63117-1602,
City / State / Zip Code

WHEREAS, the Board has the power and duty to govern and oversee the management of public schools and courses of instruction within the District subject to the laws of the State of Missouri and the United States; and

WHEREAS, Contractor has expertise in providing the services described herein, and is willing to provide such services for designated students in accordance with this Agreement; and

WHEREAS, the Board and Contractor have determined to proceed upon the terms and conditions set forth herein;

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

1. **Services**. The Board hereby retains Contractor to perform, and Contractor agrees to provide to the Board, the services as set forth and described on Attachment A, attached hereto and incorporated herein by reference (the "Services") which includes, as applicable, the target group(s) of students, the number of participants, and any other specific undertakings related to the Services. The Board reserves the right to assign Contractor work schedules and work sites at

which the Contractor is to provide Services. The maximum billable hours per day shall not exceed six (6) unless authorized in writing by the Executive Director of Special Education or designee. Contractor shall agree and understand that Services shall be construed to include attendance and participation at all Individual Education Plan meetings and any meetings incident to the same thereof, including child complaint investigations and parent meetings at no additional cost to the Board. Contractor shall provide all supplies, materials and equipment necessary to provide Services as defined in this Agreement unless excepted in writing by the Executive Director of Special Education or designee. Any non-disposable Board equipment or materials used by the Contractor shall be returned in the same condition as received, less normal wear and tear. The Contractor agrees to replace or to pay for such items which are not returned. All unused disposable Board supplies, materials or equipment shall be returned at the end of the term of this Agreement.

2. **Warranty For Services.** Contractor warrants and represents to the Board of Education that Contractor possess the background, experience, expertise and qualifications to undertake and to carry out the Services. Contractor also warrants that Contractor and Contractor's staff meet all certifications and qualifications contained in the Missouri State Plan for Special Education for all Services Contractor will provide. Contractor further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner and consistent with accepted industry standards. The Contractor shall agree and understand that utilization of other contractors, suppliers, vendors, etc. shall in no way relieve the Contractor of responsibility of providing equipment or services or from fulfilling this Agreement as set forth herein.

3. **Remedies for Unsatisfactory Services.** In the event Contractor fails to provide the Services consistent with this Agreement the Board of Education, at its option, may: (a) require

Contractor to re-perform the unsatisfactory Services at no cost to the Board; (b) refuse to pay Contractor for Services unless and until Services are corrected and performed satisfactorily; (c) require Contractor to reimburse the Board for all amounts paid for unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the Board of Education shall be deemed to be mutual and severable, and not exclusive.

4. **Licenses and Permits.** Contractor shall obtain at Contractor's expense all licenses and permits necessary to perform Services.

5. **Background Checks.** All Contractor employees and independent contractors providing Services, and any of Contractor's employees and independent contractors who are physically present, either routinely or intermittently, at any facility where Services are provided (collectively "Contractor Staff Member(s)"), shall complete background checks conducted by Contractor at no expense to the Board. This background check shall include: (a) a Federal Bureau of Investigation fingerprint check, (b) a Missouri Highway Patrol fingerprint check, and (c) a Missouri Family Support Children's Division ("CD") check. No Contractor Staff Member who has been convicted of or plead guilty to a criminal act, or who has been investigated by CD and CD has issued a probable cause finding concerning the individual, will provide Services under this Agreement or be allowed in the facility while Services are being provided. By execution of this Agreement, Contractor certifies it has reviewed the history of all existing Contractor Staff Members to ensure compliance with this provision, and will continue to monitor the criminal backgrounds of all new and existing Contractor Staff Members. Each new Contractor Staff Member will be subject to a background check prior to hiring, and all Contractor Staff Members will be subject to additional background checks, as described above, no less than annually. Contractor will screen all volunteers providing Services or who are

physically present, either routinely or intermittently, at any facility where Services are provided using the same procedures used by the Board to screen volunteers.

6. **Reporting.**

A. During the term of this Agreement, Contractor shall report to, and confer with, the Board's Executive Director of Special Education and/or his or her designee on a quarterly basis in writing on forms approved by the Executive Director of Special Education or designee, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other Board administrators, officers and employees as directed, or as may be necessary or appropriate.

B. The Contractor shall within ten (10) days after the award of contract submit a written identification and notification to the Board of the name, title, address, telephone number, and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under this Agreement shall be addressed. The Contractor shall have the right to change the name of the individual described above as deemed necessary, provided that the Board is notified immediately.

C. The Contractor shall within ten (10) days after the award of contract submit a written identification and notification to the Board of the name, title, address, telephone number, and e-mail address of one (1) individual within its organization as a duly authorized representative to whom payment shall be addressed. The Contractor shall have the right to change the name of the individual described above as deemed necessary, provided that the Board is notified immediately.

D. The Contractor shall notify the Board within the time frame indicated whenever any of the following occur:

1. Any occurrence resulting in death, injury, or property damage in excess of five thousand (\$5,000), involving any Services purchased pursuant to this Agreement; day of occurrence;
2. A change of licensure or certification/accreditation status; within 48 hours;
3. A change in the Contractor's name, address, telephone number, or administration; within seven (7) days;
4. Cancellation of insurance as required herein; day of occurrence;
5. Any litigation pursuant to paragraph 9; within seven (7) days of Contractor's first notification of said litigation.

7. **Record Maintenance**. The Contractor must maintain auditable and programmatically separate records for all Board students receiving Services, and shall cooperate with the Board in maintaining such records. The Contractor shall allow the Board or its authorized representative to inspect and examine the Contractor's records which relate to the performance of this Agreement at any time during the period of this Agreement. The Contractor shall deliver an original set of records documenting all Services, which shall be satisfactory to the Board, to the Executive Director of Special Education or designee at the end of each contract year.

8. **Use of Data / Information**. Information and other data developed or acquired by or furnished to Contractor in the performance of this Agreement shall remain the Board's property and shall be used only in connection with Services provided to the Board. Use of this information in any other way, absent written consent from the Board, is strictly prohibited.

9. **Contractor Representations**. Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder, (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of the

Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all state, federal and local statutes, regulations and ordinances, including civil rights, employment laws, and the Missouri State Plan for Special Education, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable Board policies and regulations.

10. **Independent Contractor.** The Board and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's Services in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes. In addition, Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Contractor shall have no authority to assume or incur any obligation or responsibility, nor make any warranty for or on behalf of the Board or to attempt to bind the Board.

11. **Compensation.**

A. The Board shall pay to the Contractor a total not-to-exceed amount of Nineteen Thousand Six Hundred Dollars (\$19,600.00) for performance of the Services, based upon an amount of Fifty-six dollars (\$56.00) per service hour.

B. Contractor may submit invoices for fees and costs on a periodic basis, no more than monthly, which shall be satisfactory to the Board, and payment shall be made to the Contractor within 60 days of the Board approval of the invoices.

C. Contractor shall include with each invoice a reporting and description of hours of service in a format and on such forms as approved by the Board.

D. The Board reserves the right to deduct from an invoice any overpayment by the Board on a prior invoice.

E. The Board reserves the right to demand payment from Contractor for any overpayment by the Board to the Contractor.

F. The Board reserves the right to make invoice corrections/changes with appropriate notification to the Contractor.

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. **Term and Termination.** The Term of this Agreement shall be from October 1, 2009 through June 30, 2010. In the event that either party is in material breach of any of its covenants hereunder, the other party, acting reasonably and in good faith, shall be entitled to terminate this Agreement, provided that the non-breaching party provides notice to the breaching party specifying the nature of the breach, and provided that the breaching party does not cure the breach within twenty (20) days after notice is provided. In addition, the Board may terminate this Agreement for convenience and without cause upon forty-five (45) days' written notice to Contractor. In order to facilitate an orderly transition, the parties agree that in the event of a termination, they shall reasonably cooperate with each other to develop a mutually acceptable

transition plan to assure minimal disruption in the provision of educational services to the Students.

14. **Insurance.**

A. Contractor shall maintain occurrence-based insurance, including comprehensive general liability, automotive liability, professional liability, and if applicable, worker's compensation and employers' liability in the amounts specified in Attachment A. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

B. The Board shall be included as an additional insured on all required insurance policies, except professional liability, workers compensation and employer's liability, with respect to the liability arising out of the performance of Contractor's Services under this Agreement.

C. Certificates of Insurance evidencing the Contractor's insurance coverage shall be furnished to the Board of Education at the time of commencement of the Services.

D. All such insurance shall provide for notice to the Board of Education of cancellation of insurance policies thirty (30) days before such cancellation is to take place.

15. **Indemnification.** Contractor agrees to indemnify and hold harmless the Board and the Board's officers, directors, servants, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) which may be suffered by, incurred by or threatened against the Board or any officers, directors, servants, employees, or agents of the Board on account of or resulting from injury, or claim of injury to person or property arising from the Contractor's actions or omissions relating to this Agreement, or arising out of Contractor's breach or failure to perform, any term, covenant, condition and agreement herein provided to be performed by Contractor.

16. **Contractor Bankruptcy or Insolvency.** Upon the filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the Board immediately. Upon learning of the action herein identified, the Board reserves the right at its sole discretion to either cancel the Agreement or reaffirm the Agreement and to hold the Contractor responsible for damages.

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

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

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

To the Board:

Board of Education of the City of St. Louis
801 North 11th Street
St. Louis, MO 63101
Attn: Superintendent-**Legal Notice Enclosed**

With an additional notice sent to:

Office of Special Education
801 North 11th Street
St. Louis, MO 63101
Attn: Legal Notice Enclosed

To Contractor: At the address set forth on page one of this Agreement.

20. **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.

21. **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.

22. **Headings.** All paragraph headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

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

24. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties. This Agreement shall not be binding and effective unless and until it is duly executed by both parties.

25. **Rights Cumulative.** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to any one or

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

26. **Force Majeure.** The Board and Contractor shall be excused for the period of any delay in the performance of any obligations or the non-performance of any obligation under this Agreement when prevented from performing such obligations by cause or causes beyond their reasonable control, including, without limitation actions or decrees of governmental bodies, including a state intervention of any kind, civil commotion, riots, fire or other casualty, or natural disaster or other acts of God (hereinafter referred to as a Force Majeure Event). The party who has been so affected shall immediately give notice to the other party and shall do everything possible to commence or resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party who has received the notice may, by giving written notice, terminate this Agreement. Under no circumstances shall the Board be required to pay for Services not provided.

27. **Definition.** For purposes of this Agreement, the term “person” shall mean any natural person, firm association, partnership, corporation or other form of legal entity.

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

Midwest Music Therapy Services
6614 Clayton Rd #179
St Louis, MO 63117-1602

THE BOARD OF EDUCATION
OF THE CITY OF ST. LOUIS

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax I.D. No _____

Attachment A

SCOPE OF SERVICES

The Board expects that Services will be provided substantially as presented and described in the Agreement and herein. Any significant alteration of the Services provided requires prior written consent from the Board. Specifically, the Agreement has been awarded based on Contractor's commitment and ability to achieve the following:

1. Contractor agrees to provide on an "as needed" basis, music therapy, data collection/recording, assessments and written reports. Contractor shall participate in diagnostic staffings and Individual Education Program development as directed by the Executive Director of Special Education or designee.
2. Contractor shall attend in-service training and parent conferences as required by the Executive Director of Special Education or designee. Contractor shall confer with the Executive Director of Special Education or designee regarding professional development.
3. Contractor shall complete monthly Medicaid logs, if applicable, and other necessary documentation to enable this contract. The Board reserves the right to receive all Medicaid reimbursements for Services.
4. Contractor shall abide by all requirements and specifications as set forth in Request for Proposal (RFP) 063-0910.

Insurance Coverage Required

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types and in such amounts as may be necessary to protect it and the interests of the Board against all hazards or risks of loss, as hereunder specified:

Comprehensive General Liability:	\$1,000,000 per occurrence
Automotive Liability:	\$300,000 per occurrence

Contractor shall have on file and maintain for the duration of this Agreement proof of Professional liability and malpractice insurance for each licensed professional so assigned to provide said Services. A minimum coverage shall be \$1,000,000.00 per occurrence with an aggregate coverage amount of \$1,000,000.00.

Regardless of any intervening consideration or approval of alternate insurance coverage amounts by the Board, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of this Agreement. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility, obligation, or liability under this Agreement.

Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold the Board harmless therefrom. Contractor shall indemnify and hold harmless the Board and its agents and employees from and against all claims, damages, loss, and expenses, including attorney's fees arising out of or resulting from the performance of Services, caused in whole or in part by any act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Board or any of its agents or employees by any employee of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any benefits payable by or for Contractor or any subcontractor under Workers' Compensation acts, disability acts, or other employee benefit acts.

It is further agreed that Contractor shall be as fully responsible to the Board for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provision to be inserted in all subcontracts relating to the insurance coverages required by this Contract so as to bind all subcontractors to the same specifications that bind the Contractor.

SAINT LOUIS PUBLIC SCHOOLS

Date: September 11, 2009

To: Kelvin R. Adams, Ph.D.

From: Dr. Dan Edwards, Assistant Superintendent

Agenda Item: 10-0809-05

Information: ☐

Conference: ☐

Action: ☒

Subject:

AVID Weekly: The AVID Center will provide at a cost of \$500 per school a computerized Critical Reading Program designed to use current world news articles to stimulate students' reading interest and skills in AVID Elective classes. Our district has 20 middle and high school AVID Elective schools. The cost of the program will not exceed \$10,800 for the 20 schools.

The AVID Weekly is designed to stimulate students' interest in reading current events and improve students' critical reading ability. At the beginning of September, and each month throughout the school year, new articles, lesson plans, and a matrix guide will be provided on line for AVID teachers and students. In addition to improving reading skills, students will have another resource to use in preparation for their Socratic Seminars, which are a critical part of the AVID program.

CSIP Goal 1, Line 11

MSIP 9.4.1

Funding Source : 299-2331-6411-802-QI

Requisition No.

Cost not to exceed: \$10,800

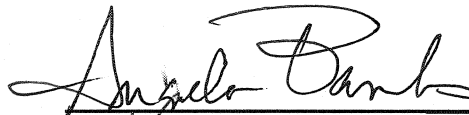
Recommendation: Approval



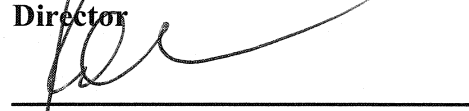
Carlinda Purcell, Ed.D., Deputy Superintendent



Enos Moss
CFO / Treasurer



Angela Banks, Interim Budget
Director

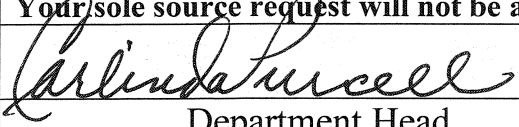


Kelvin R. Adams, Ph.D.
Superintendent

JM JKC



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: John Niemeyer	Date: 9-8-2009
Department / School: District AVID/AP	Phone Number: 314-345-2363
<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)	
AVID Weekly: AVID Weekly is a computerized critical reading program design to supplement the AVID curriculum in our licensed 20 AVID middle and high schools.	
Vendor Name: AVID	Email: avidweekly.org
Vendor Contact: AVID Center	Phone Number 858-380-4800
Justification Information	
1. Why the uniquely specified goods are required?	
AVID Weekly is a computerized critical reading program designed to help students in middle and high schools. AVID Weekly articles are selected each month to cover three levels of difficulty: foundational, intermediate, and advanced. New articles, sample lessons, and a matrix guide are available to help teachers enhance the reading skills of students.	
2. Why good or services available from other vendors /competitors are not acceptable?	
AVID Weekly materials are tailored made to supplement the AVID curriculum already being used in our middle and high school AVID classrooms.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
Each month current articles are selected to assist students with improving their reading strategies. Using current information helps create an interest in daily reading for our students.	
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.

SAINT LOUIS PUBLIC SCHOOLS

Date: September 11, 2009

To: Kelvin R. Adams, Ph.D.

From: Dr. Dan Edwards, Assistant Superintendent

Agenda Item: 10-08-09-06
Information: ☐
Conference: ☐
Action: ☒

Subject:

Advanced Placement textbooks: Holt McDougal is the selected provider of the needed AP textbooks. With the expansion of AP class offerings, 50 AP World textbooks and 50 US History textbooks are needed. Total cost for these books will not exceed \$13,680.

Background:

As part of the Advanced Placement Incentive Program grant, new class sets of Advance Placement textbooks are provided. With the expansion of AP classes, 50 world history books and 50 US history books need to be provided for the 2009-10 school year.

CSIP Goal 1, Line 11

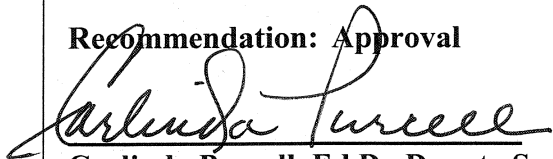
MSIP 9.4.1

Funding Source :299-2331-6432-802-QI

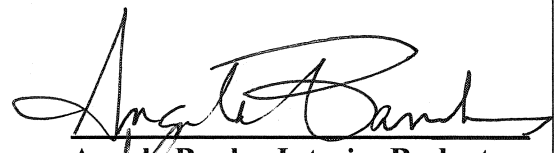
Requisition No.

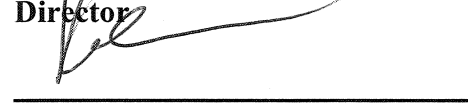
Cost not to exceed: \$13,680

Recommendation: Approval


Carlinda Purcell, Ed.D., Deputy Superintendent


Enos Moss
CFO / Treasurer


Angela Banks, Interim Budget
Director


Kelvin R. Adams, Ph.D.
Superintendent

AM Jec



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: John Niemeyer	Date: 9-8-2009
Department / School: District AVID/AP	Phone Number: 314-345-2363
<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)	
Advance Placement Textbooks: Holt McDougal provides the AP text books needed for new sections of AP classes in our high schools. AP committee members selected these adopted AP titles as part of the APIP grant.	
Vendor Name: Holt McDougal	Email: hmco.com
Vendor Contact: Holt McDougal	Phone Number: 800-462-6595
Justification Information	
1. Why the uniquely specified goods are required?	
As part of the Advanced Placement Incentive Program grant, new class sets of Advanced Placement textbooks are provide. With the expansion of AP classes, the following textbooks need to be provided: two sections of AP World History and four sections of AP US history.	
2. Why good or services available from other vendors /competitors are not acceptable?	
After review of AP textbooks, the APIP review committee selected these titles for AP instruction.	
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

SAINT LOUIS PUBLIC SCHOOLS

Date: September 11, 2009

To: Kelvin R. Adams, Ph.D.

From: Dr. Dan Edwards, Assistant Superintendent

Agenda Item: 10-08-09-07

Information: ☐

Conference: ☐

Action: ☒

Subject:

Mini-Q's in American History: The DBQ Project in Evanston, Illinois, has designed simplified document based questions similar to those used on Advanced Placement tests to help middle and high school students improve their skill level of doing document based question evaluations required on Advanced Placement tests. The cost for one class set for 24 schools is \$1,150 for Volume I and II (\$27,600). In addition 30 Volume I and II teacher resource binders is @450 (\$13,500). Total cost not to exceed \$44,388.

Background:

In Advanced Placement testing, students are presented with a question and a number of documents. Students have less than an hour to read, formulate an answer and write a response. Students are required to draw from their own knowledge of history. The Mini-Q's are designed to make document based questions accessible to a wide range of students in middle and high school. Each Mini-Q is presented in two versions. The first called the Enhanced Version (EV) and is heavily scaffolded with student supports. The second is called Clean Version (CV) and is without most of these supports. The materials provide teacher support with lesson plans, document notes, a Teachers' Toolkit, and transparencies.

CSIP Goal 1, Line 11

MSIP 9.4.1

Funding Source : 299-2331-6432-802-QI

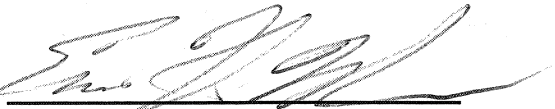
Requisition No.

Cost not to exceed: \$44,388

Recommendation: Approval



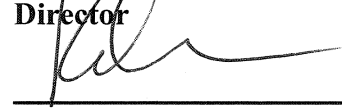
Carlinda Purcell, Ed.D., Deputy Superintendent



Enos Moss
CFO / Treasurer



Angela Banks, Interim Budget
Director

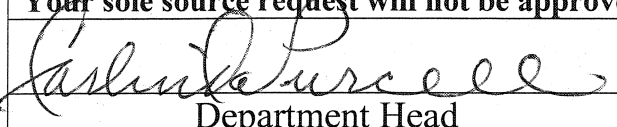


Kelvin R. Adams, Ph.D.
Superintendent

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REQUEST FOR SOLE SOURCE PURCHASE

Requestor: John Niemeyer	Date: 9-8-2009
Department / School: District AVID/AP	Phone Number: 314-345-2363
<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)	
Mini-Q's: The DBQ Project in Evanston, Illinois has designed simplified document based questions similar to those used on Advanced Placement tests to help middle and high school students improve their skill of doing document-based questions.	
Vendor Name: DBQ Project	Email: dbqproject.com
Vendor Contact: DBQ Project	Phone Number 847-475-4007
Justification Information	
1. Why the uniquely specified goods are required?	
When taking Advanced Placement tests, students are presented with a series of documents and expected to read and formulate a well-written response to a question in less than one hour. The Mini-Q's are designed to make the document based process accessible to a wide range of students in middle and high school so to improve their ability to respond to the Advanced Placement format.	
2. Why good or services available from other vendors /competitors are not acceptable?	
The DBQ project is designed specifically to answer the challenge of the Advanced Placement format.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
The Mini-Q's materials feature a full support package for teachers that include lesson plans, document notes, a Teacher's Toolkit, and transparencies.	
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.

SAINT LOUIS PUBLIC SCHOOLS

Date: September 9, 2009

To: Kelvin R. Adams, Ph.D.

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

Agenda Item: 1008-09-08
Information: ☐
Conference: ☐
Action: ☒

Subject:

To approve the curriculum revision for the board approved course titled Biotechnology-Advanced Topics and Internship. The implementation date is Fall 2009.
There is no cost to the district.

Background:

The Biotechnology- Advanced Topics and Internship curriculum has been updated to include current national and state standards. The guide has a set of exit competencies developed by DESE/Advisory committees and careful study of current trends in colleges/universities. This course is designed for preparation of students to post-secondary training and provide on the job skills. The course description is available on the attached disk.

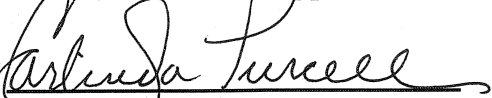
CSIP Goal 3, Row 147, Pg. 32, MSIP 1.3

Funding Source :N/A

Requisition No.

Cost not to exceed: \$0.00

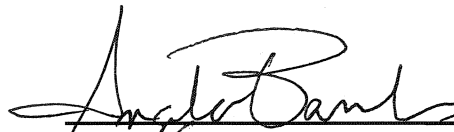
Recommendation: Approval



Carlinda Purcell, Ed.D., Deputy Superintendent



Enos Moss
CFO / Treasurer



Angela Banks, Interim Budget
Director



Kelvin R. Adams, Ph.D.
Superintendent

SAINT LOUIS PUBLIC SCHOOLS

Date: September 15, 2009

To: Kelvin R. Adams, Ph.D.

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

Agenda Item: 10-08-09-09

Information: ☐

Conference: ☐

Action: ☒

Subject:

Contract with Pauline Moley, Ph.D., University of Arkansas-Little Rock Education Department Division of Literacy, for consulting services to be provided to the Froebel Literacy Academy from October 9, 2009 through May 14, 2010 at a cost not to exceed \$8,250.00.

Background:

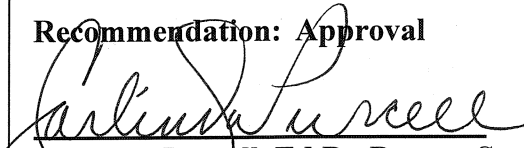
An analysis of Spring 2009 Communication Arts MAP Data revealed 17 of the students tested were less than 30 points away from being proficient. As a result of implementing The UALR Comprehensive Literacy Model, we have been able to identify 17 additional students who could have possibly scored proficient. This number is our focus group or "bubble students" for this year. DRA, anecdotal notes and running records have been used to differentiate and drive instruction. Running records and anecdotal notes are also used by classroom teachers as a means to monitor/track the reading level progression of individual students. Spring 2009 SRI Scores of Fourth Grade Students indicated a significant decrease in the number of students scoring at the AT-Risk Level in Reading. At the end of each school year, Dr. Moley uses the Environmental Scale for Assessing Implementation Levels (ESAIL) of The UALR Comprehensive Literacy Model, a document developed by Linda Dorn and Carla Soffos, to measure the success of services provided. Continued work in the development of teachers' skills is needed to ensure continued student achievement occurs. The next step of CLM implementation is for Dr. Moley to provide teachers with effective and research-based strategies for Writers' Workshop (CSIP-SLPS Goal #1: PERFORMANCE) which is directly related to and supports the NCLB Goal of having highly trained instructors in all classrooms. PD will be conducted, during the regular school day, in grade level team meetings (MSIP 6.7.3) and on site-based Professional Development Days.

Funding Source : 239-1127-6319-466-AM

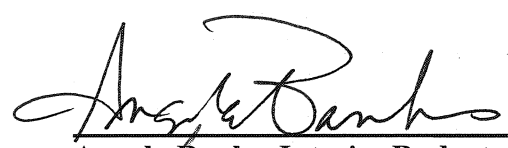
Requisition No. 10114630


Cost not to exceed: \$8,250.00

Recommendation: Approval


Carlinda Purcell, Ed.D., Deputy Superintendent

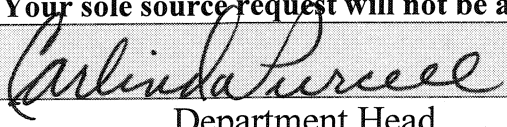

Enos Moss
CFO / Treasurer


Angela Banks, Interim Budget
Director


Kelvin R. Adams, Ph.D.
Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Mamie E. Womack	Date: August 28, 2009
Department / School: Froebel Literacy Academy	Phone Number: (314) 771-3533
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
Requesting support and other technical services for implementation of the University of Arkansas – Little Rock Comprehensive Literacy Model at The Froebel Literacy Academy, one of five new Pilot Schools this year in the District.	
Vendor Name: Pauline F. Moley, Ph.D. University of Arkansas – Little Rock/Division of Literacy	Email: pmoley@ualr.edu
Vendor Contact: 2300 Rebsamen Park Road; #A-118; Little Rock, AR 72202	Phone Number: (O) 501-569-8689 (F) 501-569-8242
Justification Information	
1. Why the uniquely specified goods are required?	
The University of Arkansas-Little Rock Literacy Model has the greatest body of research indicating success in increasing student achievement in a minority, high ESOL population of any literacy model in use today. This model will support the current district adoption for reading as well.	
2. Why good or services available from other vendors /competitors are not acceptable?	
The University of Arkansas-Little Staff, including Linda Dorn, Carla Soffos, Pauline Moley and other UALR Staff have developed and refined this Model. As creators of this Model, they are the most knowledgeable about its use as a professional development resource.	
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	9/10/09 Date
CFO	Date
Superintendent	Date

Requisition #: 10114630

Vendor #: 600012440

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

THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the 28th day of August, 2009 by and between the Special Administrative Board of the Transitional School District of the City of St. Louis (hereinafter "SLPS," "the District," or "SAB"), a school district organized and existing under the laws of the state of Missouri and "**DR. PAULINE F. MOLEY**" (hereinafter "Consultant"). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 497-56-9073

Address: 2300 Rebsamen Park Road; #A-118

Contact Person: Pauline F. Moley

Telephone Number: (501) 837-8358

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

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

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

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

1. **TERM**: The Consultant shall commence performance of this Agreement on the **9th Day of October, 2009**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **14th 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

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of \$ 8,250.00 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:	Mamie E. Womack
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	Mamie E. Womack
(c)	Verification of the receipt of all documents produced by Consultant pursuant to the Scope of Services by:	Mamie E. Womack

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 **Mamie E. Womack**, 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: **Pauline F. Moley, Ph.D**
2300 Rebsamen Park Rd.; #A -118
Little Rock, Arkansas 72202
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.

PAULINE F. MOLEY, PH.D
2300 REBSAMEN PARK ROAD; #A-118
LITTLE ROCK, ARKANSAS 72202

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

By: _____

By: _____

Title: Consultant

Title: _____

Date: _____

Date: _____

Tax I.D. No. 497-56-9073

ATTACHMENT A

SCOPE OF SERVICES

☒ **Consultant Services**

- a. A total of 6 days, including workshops and site-visits listed below. Onsite consultation includes providing assessment, evaluation, professional development, feedback, and continual support in the implementation of components of the University of Arkansas-Little Rock Comprehensive Literacy Model.
- b. Training (3 day workshop) for staff on Writers' Workshop, Shared Reading and Guided Reading. Site visits (3 days) will focus on consulting with the principal and staff (one-on-one) as a means of providing ongoing support in all components of the Arkansas Comprehensive Literacy Model as it relates to the Froebel Literacy Academy Pilot School Proposal.
- c. Work with principal to design a plan for a smooth transition into the Froebel Literacy Academy Pilot School Proposal.
- d. Conduct workshops and site support for staff in identified areas of need related to literacy.
- e. Work collaboratively with the principal and staff to identify next steps for effective implementation of the Froebel Literacy Academy Pilot School Proposal.
- f. Be available for phone/email consultation as needed.

☒ **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: September 16, 2009

To: Kelvin R. Adams, Ph.D.

From: Sharonica L. Hardin, Chief Human Resources Officer

Agenda Item: 10-08-09-10

Information: ☐

Conference: ☐

Action: ☒

Subject:

2010 renewals for St. Louis Public School's group Medical, Dental, Short Term Disability, and Long Term Disability Plans, Vision & Life Insurance for the period January through June 2010.

Background:

The annual rates for health care coverage were analyzed by the District's benefits consultants, Holmes Murphy. After reviewing historical claim data and health care trends, the attached rates are proposed. UnitedHealthcare (UHC) has been the medical insurance carrier since 2006. UHC's 2010 renewal proposal is 14% which is based on claims paid from June 2008 through May 2009.

The packet contains information regarding the following:

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

CSIP Goal 2, Line 77
MSIP 8.5.4

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

Cost not to exceed: \$14,659,580

Recommendation: Approval

Sharonica L. Hardin, Chief Human Resource
Officer

Enos Moss
CFO / Treasurer

Angela Banks, Interim Budget
Director

Kelvin R. Adams, Ph.D.
Superintendent

St Louis Public Schools

2010 Benefits Renewals

September 22, 2009



Benefits and Risk Advisors

AGENDA

1. 2009 Historical Renewal Summary
2. Medical - 2010 Renewal Summary and JBC Recommendation
3. RX - 2010 Renewal Summary and JBC Recommendation
4. Dental - 2010 Renewal Summary and JBC Recommendation
5. Life, STD, LTD, Vision - 2010 Renewal Summary and JBC Recommendation

2009 Historical Renewal Summary

1. Holmes Murphy managed the RFP Process and 66 Insurance Companies and TPA's were asked to quote. 62 Proposals were received.
2. Joint Benefit Committee participated in finalist presentations by UHC, Anthem, Caremark, Medco, Express Scripts, MetLife, Guardian, and BJC.
3. Pharmacy vendor change from CareMark to Medco.
4. Dental carrier change from Guardian and St. Louis Dental Care to UnitedHealthcare.
5. Life insurance carrier change from Reliance Standard Life to UnitedHealthcare. Increased benefit from \$30,000 Life to \$40,000 Life and AD&D.



2009 Historical Renewal Summary

Coverage	2009 Carrier	2009 Rate Change	Rate Guarantee(s)	Comments
MEDICAL	UHC	3.6%	2010: 14% Max. 2011: loss ratio determines increase	Increased ER copays. Includes full Wellness Program
RX	Medco (was Caremark)	Est. 1.8%*	2010: no increase* 2011: no increase*	* Medco fee guarantees does not mean Premium guarantees as Premiums are determined by utilization. Rate increase estimate was based on historical claims experience
DENTAL	UHC (was Guardian & Dental Source)	(7.8%)	2010: 6% Max.	Packaged savings discount brings savings to (21.9%) each year for two years
BASIC LIFE	UHC (was Reliance Standard)	(25.3%)	2010: no increase 2011: no increase	Packaged savings discount brings savings to (97.4%) each year for two years
STD	Cigna	(21.9%)	2010: no increase	
LTD	Cigna	(5.9%)	2010: no increase	
VISION	VBA	1.7%	2010: no increase	



Benefits and Risk Advisors

2010 Renewal Summary – Medical

MEDICAL RENEWAL SUMMARY:

- ❖ 14% Premium increase from UnitedHealthcare
- ❖ 88% Loss Ratio – Paid Premium versus Paid Claims 6/08-5/09
- ❖ Renewal includes continuation of the Wellness Plan
- ❖ Wellness eligible incentive dollars totals \$556,675 which is funded by UnitedHealthcare
- ❖ Modest plan design changes were reviewed; however, no significant premium savings available without drastically reducing employee/retiree benefits

JBC Recommendation: Renew with current plan designs at 14% rate increase.



Benefits and Risk Advisors

2010 Renewal Summary - Rx

Rx RENEWAL SUMMARY:

- ❖ 8.3% Premium increase recommended
- ❖ Premium increase determined by claims utilization from 6/08-5/09 plus 9% annualized trend
- ❖ **JBC Recommendation:** Maintain current benefit levels at recommended premium increase



Benefits and Risk Advisors

2010 Renewal Summary - Dental

DENTAL RENEWAL SUMMARY:

- ❖ 6% Premium increase from UnitedHealthcare
- ❖ 71.5% Loss Ratio – Paid Premiums versus Paid Claims 1/09 – 5/09
- ❖ **JBC Recommendation:** Maintain current benefit levels at 6% rate increase



Benefits and Risk Advisors

2010 Renewal Summary – Life, STD, LTD, Vision

LIFE, STD, LTD, VISION RENEWAL SUMMARY:

- ❖ All under rate guarantee for 2010 (no increase from 2009)
- ❖ Life and Dental Packaged Savings Discount still applies to the Medical Premium throughout 2010
- ❖ **JBC Recommendation:** Maintain current benefit levels at current rates



St. Louis Public Schools

2010 Plan Year Benefit Recommendations

Executive Summary - September 22, 2009 Board Meeting

January 1, 2010 marks the renewal for St. Louis Public School's group Medical and Dental plans. The Pharmacy, Vision, Life/AD&D, Voluntary Life, Short Term Disability, and Long-Term Disability plans are all under a rate guarantee for the 2010 plan year. However, Pharmacy premiums are determined by utilization and are recommended to change.

2010 EMPLOYEE BENEFIT RENEWALS OVERVIEW

All rates for the 2010 benefit coverages were either under a rate guarantee or rate cap based on negotiations from the extensive 2009 marketing efforts. Below are the highlights of the rate guarantees and/or rate caps negotiated with the 2009 renewals:

Coverage	Carrier/Vendor	Rate Guarantee/Cap	Comments
Medical	UHC	2010: 14% Max. 2011: loss ratio determines	Includes Wellness Program: Assessments, Screenings, and Incentives
Rx	Medco	2010: no increase* 2011: no increase*	* Medco fee guarantee does not equate to a Premium guarantee as Premiums are determined by utilization
Dental	UHC	2010: no increase	\$5 PEPM packaged savings discount to medical invoice applies through 2010
Basic Life & AD&D	UHC	2010: no increase 2011: no increase	\$5 PEPM packaged savings discount to medical invoice applies through 2010
STD	Cigna	2010: no increase	
LTD	Cigna	2010: no increase	
Vision	VBA	2010: no increase	

SUMMARY OF 2010 RENEWALS

Below is an overview of the 2010 renewals:

Coverage	Carrier/Vendor	2010 Renewal
Medical	UHC	14%
Rx	Medco	8.3% premium increase
Dental	UHC	6%
Basic Life & AD&D	UHC	0%
STD	Cigna	0%
LTD	Cigna	0%
Vision	VBA	0%

FINAL 2010 RECOMMENDATIONS

The medical, pharmacy, and dental renewals were presented to the Joint Benefit Committee which includes representatives from SLPS leadership, SLPS retiree system, and Unions. All agreed to renew all benefits as is at the premium rate increases reflected above.

2011 UNITEDHEALTHCARE MEDICAL RENEWAL FORMULA

The 2011 medical renewal formula was agreed upon during the 2009 renewal negotiations. Since this is the largest part of the SLPS benefits budget, below is a reminder of the formula. Holmes Murphy will provide SLPS with periodic loss ratio updates over the upcoming year. As a frame of reference, our paid loss ratio (actives + retirees) for the time period of June 2008 - May 2009 was 88.1%.

The 1/1/2011 renewal will be calculated based on the claims incurred from 4/1/2009 through 3/31/2010, paid through 4/30/2010

Paid Claims Benefit Care Ratio			Maximum Rate Increase 1/1/2011	
Less Than		75.0%	0.0%	
	75.0%	up to	77.4%	0.5%
	77.5%	up to	79.9%	4.0%
	80.0%	up to	82.4%	7.0%
	82.5%	up to	84.9%	10.0%
	85.0%	up to	87.4%	13.5%
	87.5%	up to	89.9%	16.5%
	90.0%	up to	92.4%	20.0%
	92.5%	up to	94.9%	23.0%
	95.0%	up to	97.4%	26.0%
	97.5%	up to	99.9%	29.5%
	100.0%	up to	102.4%	32.5%
	102.5%	up to	104.9%	36.0%
	105.0% and over			N/A

WELLNESS

All the Wellness Services implemented January 1, 2009 with UnitedHealthcare will continue throughout the 2010 plan year. Below are highlights of the services:

- * Health Risk Assessments
- * Health Risk Screenings
- * Incentive Gift Cards up to \$175 per year per employee/retiree
- * Incentive Gift Cards up to \$175 per year per spouse/domestic partner



St. Louis Public Schools
Recommendations Summary with Rx Matching Medical Tiering
ACTIVE POPULATION ONLY
Effective Date: January 1, 2010

2010 JBC Recommendation - Renew with no plan changes with all carriers

~ ACTIVE POPULATION ONLY ~

Coverage	Carrier	Estimated Annual Premium		Employee Responsibility*		District Responsibility*	
		Current	Proposed	Current	Proposed	Current	Proposed
Medical	UHC	\$ 21,581,614	\$ 24,603,049	\$ 2,754,570	\$ 3,140,198	\$ 18,827,044	\$ 21,462,851
Estimated Rx Cost ***	Medco	\$ 5,397,366	\$ 5,844,902	\$ 707,115	\$ 765,747	\$ 4,690,250	\$ 5,079,154
Dental	UHC	\$ 1,375,240	\$ 1,457,825	\$ 406,224	\$ 430,582	\$ 969,016	\$ 1,027,243
<i>UHC Packaged Savings - Dental (\$5 PEPM x 3,751 Active EE x 12 months) **</i>						\$ (225,060)	\$ (225,060)
Vision	VBA	\$ 120,461	\$ 120,461	\$ 44,072	\$ 44,072	\$ 76,388	\$ 76,388
Basic Life	UHC	\$ 338,896	\$ 338,896	\$ -	\$ -	\$ 338,896	\$ 338,896
Voluntary Life	UHC	\$ 210,600	\$ 210,600	\$ 210,600	\$ 210,600	\$ -	\$ -
<i>UHC Packaged Savings - Life (\$5 PEPM x 3,751 Active EE x 12 months) **</i>						\$ (225,060)	\$ (225,060)
STD	CIGNA	\$ 1,276,560	\$ 1,276,560	\$ -	\$ -	\$ 1,276,560	\$ 1,276,560
LTD	CIGNA	\$ 508,187	\$ 508,187	\$ -	\$ -	\$ 508,187	\$ 508,187
Total Premium		\$ 30,808,924	\$ 34,360,480	\$ 4,122,582	\$ 4,591,200	\$ 26,236,222	\$ 29,319,159
Total Savings/Cost			\$ 3,551,556		\$ 468,618		\$ 3,082,937
Percent of Change			11.5%		11.4%		11.8%

* Employee / District responsibility assume current contribution split (District pays 100% of the Employee Only Medical, Rx, Dental, Vision, Basic Life, STD, & LTD).

** UnitedHealthcare Packaged Savings expire at the end of 2010.

*** Rx premiums reflect actuarial analysis of recommended premiums and not actual plan costs. Actual plan costs are determined by utilization.

Additional Notes:

- 1) Estimates are based on enrollment assumptions on the following pages.
- 2) Excludes retiree subsidy of \$80 per retiree on medical plan per month.

The above analysis is for illustrative purposes only. Please refer to contract and/or proposal for details. Final rates are determined by many variables.



St. Louis Public Schools
Medical Fully Insured Insurance Renewal
Effective Date: January 1, 2010

MEDICAL ONLY (EXCLUDES RX)

Benefits	United HealthCare			
	Current/Renewal		Choice Plus H	
	Choice Plus		Choice Plus H	
	In Network	Out of Network	In Network	Out of Network
<u>DEDUCTIBLE</u>				
- Individual	\$250	\$500	\$200	\$2,000
- Family	\$500	\$1,000	\$400	\$4,000
<u>COINSURANCE (Excludes Deductible)</u>				
- Individual Out of Pocket Max	90% / 80%	70%	90%	70%
- Family Out of Pocket Max	\$1,500	\$3,000	\$500	\$4,000
- Lifetime Maximum	\$3,000	\$6,000	\$1,500	\$8,000
<u>PHYSICIAN OFFICE VISIT</u>	Unlimited	\$1,000,000	Unlimited	\$1,000,000
- Illness/Injury	\$15/\$30 Copay	70% AD	\$10/\$20 Copay	70% AD
- Preventive Care	\$15/\$30 Copay	70% AD	\$10/\$20 Copay	70% AD
<u>HOSPITAL SERVICES</u>				
- In-Patient	90% AD	70% AD	90% AD	70% AD
- Out-Patient	90% AD	70% AD	90% AD	70% AD
<u>EMERGENCY CARE</u>				
- Hospital Emergency Room	\$100 Copay	\$100 Copay	\$75 Copay	\$75 Copay
- Urgent Care	\$50 Copay	70% AD	\$50 Copay	70% AD
<u>OTHER SERVICES</u>				
- Outpatient X-rays & Lab (except CT Scans, PET Scans, MRIs, and nuclear medicine)	100%	70% AD	100%	70% AD
- Chiropractic Services	\$30 Copay	70% AD	\$20 Copay	70% AD
- Physical Therapy	\$15 Copay	70% AD	\$10 Copay	70% AD
- Durable Medical Equipment	80% AD	70% AD	90% AD	70% AD

MEDICAL PREMIUMS					United HealthCare Current/Renewal			
		Choice Plus		Choice Plus H				
		Current	Renewal	Current	Renewal	Current	Renewal	
Actives								
	Monthly Total	\$835,429	\$952,383	\$963,039	\$1,097,872			
	Annual Total	\$10,025,152	\$11,428,591	\$11,556,462	\$13,174,459			
Combined Annual Premium		Current:	\$21,581,614	Renewal:	\$24,603,049			
Retirees								
	Monthly Total	\$342,720	\$390,700	\$265,101	\$302,217			
	Annual Total	\$4,112,637	\$4,688,398	\$3,181,212	\$3,626,605			
Combined Annual Premium		Current:	\$7,293,849	Renewal:	\$8,315,003			
Active & Retiree Monthly Total		\$1,178,149	\$1,343,082	\$1,228,140	\$1,400,089			
Active & Retiree Annual Total		\$14,137,789	\$16,116,988	\$14,737,674	\$16,801,064			
Combined Annual Premium		Current:	\$28,875,463	Renewal:	\$32,918,052			
ANNUAL PREMIUM CHANGE		\$4,042,589						
RATE CHANGE		14.0%						
NOTES		Rx Benefits and Costs are separate with Medco						

The above analysis is for illustrative purposes only. Please refer to contract and/or proposal for details. Final rates are determined by many variables - see Disclosures Page.



St. Louis Public Schools
Medical Fully Insured Insurance Renewal
Effective Date: January 1, 2010

MEDICAL ONLY (EXCLUDES RX)

Benefits				United HealthCare			
				Choice Plus		Choice Plus H	
				Current	Renewal	Current	Renewal
Actives							
Employee	1,485	1,408	2,893	\$413.53	\$471.42	\$422.68	\$481.86
Employee + Spouse	60	57	117	\$764.55	\$871.59	\$766.47	\$873.78
Employee + Child	217	368	585	\$617.52	\$703.97	\$619.07	\$705.74
Family	47	109	156	\$882.18	\$1,005.68	\$884.39	\$1,008.21
Monthly Total	1,809	1,942	3,751	\$835,429	\$952,383	\$963,039	\$1,097,872
Annual Total				\$10,025,152	\$11,428,591	\$11,556,462	\$13,174,459
Combined Annual Premium (Choice Plus + Choice Plus H)				Current: \$21,581,614	Renewal: \$24,603,049		
Retirees							
Non-Medicare Employee	172	355	527	\$413.53	\$471.42	\$422.68	\$481.86
Non-Medicare Employee+Spouse	27	44	71	\$764.55	\$871.59	\$766.47	\$873.78
Non-Medicare Employee+Children	4	12	16	\$617.52	\$703.97	\$619.07	\$705.74
Non-Medicare Family	1	9	10	\$882.18	\$1,005.68	\$884.39	\$1,008.21
Retiree on Medicare	1,040	202	1,242	\$207.31	\$236.34	\$212.45	\$242.19
Retiree & Spouse on Medicare	57	24	81	\$458.15	\$522.29	\$460.53	\$525.01
Ret on Medicare w/ children	0	2	2	\$462.29	\$527.01	\$464.69	\$529.75
Ret, Sp, Child (all with Medicare)	0	0	0	\$731.79	\$834.24	\$735.59	\$838.57
Ret w/ch (all on Medicare)	2	0	2	\$462.29	\$527.01	\$464.69	\$529.75
Ret, sSp (w/ Medicare), child (w/o Med)	0	0	0	\$731.79	\$834.24	\$735.59	\$838.57
Retiree with Medicare, Spouse w/o	7	17	24	\$537.57	\$612.83	\$540.37	\$616.02
Retiree without Medicare, Spouse with	1	1	2	\$537.57	\$612.83	\$540.37	\$616.02
Ret & Child (w/ Med), Sp (w/o Med)	1	2	3	\$653.36	\$744.83	\$656.45	\$748.36
Retiree w/o med, Sp & Child (with Med)	0	0	0	\$653.36	\$744.83	\$656.45	\$748.36
Monthly Total	1,312	668	1,980	\$342,720	\$390,700	\$265,101	\$302,217
Annual Total				\$4,112,637	\$4,688,398	\$3,181,212	\$3,626,605
Combined Annual Premium (CP+CPH)				Current: \$7,293,849	Renewal: \$8,315,003		
Active & Retiree Monthly Total				\$1,178,149	\$1,343,082	\$1,228,140	\$1,400,089
Active & Retiree Annual Total				\$14,137,789	\$16,116,988	\$14,737,674	\$16,801,064
Combined Annual Active & Retiree Premium (CP+CPH)				Current: \$28,875,463	Renewal: \$32,918,052		
ANNUAL PREMIUM CHANGE				\$4,042,589			
RATE CHANGE				14.0%			

The above analysis is for illustrative purposes only. Please refer to contract and/or proposal for details. Final rates are determined by many variables - see Disclosures Page.



St. Louis Public Schools
United HealthCare Medical Options
Proposed Effective Date: January 1, 2010

Plan Change	ACTIVES			NON-MEDICARE RETIREES			MEDICARE RETIREES			A+R
	Choice Plus Adjustment Factor	Choice Plus Retiree Adjustment Factor	Choice Plus H Combined Premium 14%	Choice Plus Adjustment	Choice Plus H Active Estimated Premium	Choice Plus H Retiree Estimated Premium	Choice Plus Estimated Premium	Choice Plus H Combined Premium 14%	Choice Plus Estimated Premium	
Current Estimated Annual Premium	\$10,025,152	\$11,556,462	\$21,581,614	\$1,141,467	\$2,389,973	\$3,531,440	\$2,971,169	\$791,239	\$3,762,408	\$28,875,463
Renewal Estimated Annual Premium	\$11,428,591	\$13,174,459	\$24,603,049	\$1,301,265	\$2,724,593	\$4,025,857	\$3,387,133	\$902,012	\$4,289,145	\$32,918,052
% Increase			14%			14%			14%	14%

Plan Change	CHOICE + 101		CHOICE + H 100		ACTIVE Estimated Premium	RETIREE Estimated Premium	COMBINED OVERALL INCREASE FROM CURRENT OVERALL PREMIUM	
	ACTIVE Adjustment Factor	RETIREE Adjustment Factor	ACTIVE Adjustment	RETIREE Adjustment			COMBINED Estimated Premium	PERCENTAGE
1. Increase Choice + 101 ER Copay from \$100 to \$125	0.9991	0.9998	NA	NA	\$24,592,421	\$8,312,946	\$32,905,367	13.96%
2. Increase Choice + 101 ER Copay from \$100 to \$150	0.9981	0.9995	NA	NA	\$24,581,792	\$8,310,923	\$32,892,715	13.91%
3. Increase Choice + H 100 ER Copay from \$75 to \$100	NA	NA	0.9989	0.9999	\$24,588,426	\$8,311,924	\$32,900,350	13.94%
4. Increase Choice + H 100 ER Copay form \$75 to \$125	NA	NA	0.9977	0.9999	\$24,573,143	\$8,308,701	\$32,881,844	13.87%
5. Increase Choice + 101 ER Copay from \$100 to \$125 AND Increase Choice + H 100 ER Copay from \$75 to \$100	0.9991	0.9998	0.9989	0.9999	\$24,577,797	\$8,309,868	\$32,887,664	13.89%
6. Increase Choice + 101 ER Copay from \$100 to \$150 AND Increase Choice + H 100 ER Copay from \$75 to \$25	0.9981	0.9995	0.9977	0.9999	\$24,551,886	\$8,304,621	\$32,856,507	13.79%
7. Move to UHC's 2007 COC (see their renewal data)	0.9850	0.9850	0.9850	0.9850	\$24,234,003	\$8,190,278	\$32,424,281	12.29%
8. Add Choice + 101 Rx of \$10/25/40 AND Choice + H 100 Rx of \$10/20/40	1.1890	1.1890	1.1890	1.1890	\$29,253,025	\$9,886,538	\$39,139,564	35.55%

The above analysis is for illustrative purposes only. Please refer to contract and/or proposal for details. Final rates are determined by many variables - see Disclosures Page.



St. Louis Public Schools

Estimated 2010 Rx Premium Rate Calculation

CURRENT ENROLLMENT (UHC 2010 Renewal)	Active Enrollment	2009 Rx Premium Rates	Tiering to Closely Match Medical*	Estimated 2010 Rx Premium Rates	2010 Est. Rx Premium Increase
Employee Only	2,893	\$104.20	1.00	\$112.84	8.3%
Employee + Spouse	117	\$192.77	1.85	\$208.75	8.3%
Employee + Child(ren)	585	\$155.26	1.49	\$168.13	8.3%
Family	156	\$224.03	2.15	\$242.61	8.3%
Estimated Monthly Premium	3,751	\$449,780		\$487,075	
Estimated Annual Premium	45,012	\$5,397,366		\$5,844,902	8.3%

- * The Medical Rate Tiering for the Choice Plus plan is currently 1.00 EE, 1.85 ES, 1.49 EC, and 2.13 FF
- * The Medical Rate Tiering for the Choice Plus H plan is currently 1.00 EE, 1.81 ES, 1.46 EC, and 2.09 FF



St. Louis Public Schools
Estimated Medical and Prescription Drug Combined 2010 Premiums

Premiums are an estimate as the Medical premiums will change if there are plan design changes. Also, the Prescription Drug premiums have not yet been confirmed by the actuary.

Active Medical and Drug

Choice Plus	CY 2008 Rates					CY 2009 Rates					Proposed 2010 CY Rates - Estimate				
	Medical (+22%)	Drug (+17%)	Total	EE Cost	EE % Increase	Medical	Drug	Total	EE Cost	EE % Increase	Medical	Drug	Total	EE Cost	EE % Increase
Employee	\$399.54	\$92.79	\$492.33	\$0.00	0.0%	\$413.53	\$104.20	\$517.73	\$0.00	0.0%	\$471.42	\$112.84	\$584.26	\$0.00	0.0%
Employee + Spouse	\$738.69	\$171.56	\$910.25	\$417.92	5.2%	\$764.55	\$192.77	\$957.32	\$439.59	5.2%	\$871.59	\$208.75	\$1,080.34	\$496.08	12.9%
Employee + Children	\$596.63	\$138.57	\$735.20	\$242.87	5.0%	\$617.52	\$155.26	\$772.78	\$255.05	5.0%	\$703.97	\$168.13	\$872.10	\$287.84	12.9%
Employee + Family	\$852.34	\$197.95	\$1,050.29	\$557.96	5.5%	\$882.18	\$224.03	\$1,106.21	\$588.48	5.5%	\$1,005.68	\$242.61	\$1,248.29	\$664.03	12.8%
Choice Plus H	Medical (+22%)	Drug (+17%)	Total	EE Cost	EE % Increase	Medical	Drug	Total	EE Cost	EE % Increase	Medical	Drug	Total	EE Cost	EE % Increase
Employee	\$407.36	\$93.39	\$500.75	\$0.00	0.0%	\$422.68	\$104.20	\$526.88	\$0.00	0.0%	\$481.86	\$112.84	\$594.70	\$0.00	0.0%
Employee + Spouse	\$738.69	\$169.36	\$908.05	\$407.30	6.2%	\$766.47	\$192.77	\$959.24	\$432.36	6.2%	\$873.78	\$208.75	\$1,082.53	\$487.83	12.8%
Employee + Children	\$596.63	\$136.78	\$733.41	\$232.66	6.4%	\$619.07	\$155.26	\$774.33	\$247.45	6.4%	\$705.74	\$168.13	\$873.87	\$279.17	12.8%
Employee + Family	\$852.34	\$195.41	\$1,047.75	\$547.00	6.3%	\$884.39	\$224.03	\$1,108.42	\$581.54	6.3%	\$1,008.21	\$242.61	\$1,250.82	\$656.12	12.8%

Retiree Medical and Drug

Choice Plus	CY 2008 Rates					CY 2009 Rates					Proposed 2010 CY Rates - Estimate				
	Medical (+22%)	Drug (+17%)	Total	Premium	Subsidy	Medical	Drug	Total	Premium	Subsidy	Medical	Drug	Total	Premium	Retiree % Increase
Retiree on Medicare	\$200.30	\$156.67	\$356.97	\$80.00	\$276.97	\$207.31	\$104.20	\$311.51	\$80.00	\$231.51	\$236.34	\$112.84	\$349.18	\$80.00	16.3%
Retiree Not on Medicare	\$399.54	\$92.79	\$492.33	\$80.00	\$412.33	\$413.53	\$104.20	\$517.73	\$80.00	\$437.73	\$471.42	\$112.84	\$584.26	\$80.00	15.2%
Retiree & Spouse - Both on Medicare	\$442.65	\$346.30	\$788.95	\$80.00	\$708.95	\$458.15	\$192.77	\$650.92	\$80.00	\$570.92	\$522.29	\$208.75	\$731.04	\$80.00	14.0%
Retiree & Spouse - Neither on Medicare	\$738.69	\$171.56	\$910.25	\$80.00	\$830.25	\$764.55	\$192.77	\$957.32	\$80.00	\$877.32	\$871.59	\$208.75	\$1,080.34	\$80.00	14.0%
Retiree on Medicare - Spouse Not	\$519.39	\$345.00	\$864.39	\$80.00	\$784.39	\$537.57	\$192.77	\$730.34	\$80.00	\$650.34	\$612.83	\$208.75	\$821.58	\$80.00	14.0%
Retiree & Spouse - Retiree Not	\$519.39	\$345.00	\$864.39	\$80.00	\$784.39	\$537.57	\$192.77	\$730.34	\$80.00	\$650.34	\$612.83	\$208.75	\$821.58	\$80.00	14.0%
Retiree & Spouse - Both on Medicare - with Children	\$707.04	\$553.09	\$1,260.13	\$80.00	\$1,180.13	\$731.39	\$224.03	\$955.42	\$80.00	\$875.42	\$834.24	\$242.61	\$1,076.85	\$80.00	13.9%
Retiree & Spouse - Neither on Medicare - with Children	\$852.34	\$197.95	\$1,050.29	\$80.00	\$970.29	\$882.18	\$224.03	\$1,106.21	\$80.00	\$1,026.21	\$1,005.68	\$242.61	\$1,248.29	\$80.00	13.8%
Retiree on Medicare - Spouse Not - with Children	\$631.26	\$463.32	\$1,094.58	\$80.00	\$1,014.58	\$653.36	\$224.03	\$877.39	\$80.00	\$797.39	\$744.83	\$242.61	\$987.44	\$80.00	13.8%
Retiree & Spouse - Neither on Medicare - with Children	\$631.26	\$463.32	\$1,094.58	\$80.00	\$1,014.58	\$653.36	\$224.03	\$877.39	\$80.00	\$797.39	\$744.83	\$242.61	\$987.44	\$80.00	13.8%
Retiree on Medicare - with Children	\$446.65	\$349.41	\$796.06	\$80.00	\$716.06	\$462.29	\$155.26	\$617.55	\$80.00	\$537.55	\$527.01	\$168.13	\$695.14	\$80.00	14.4%
Retiree Not on Medicare - with Children	\$596.63	\$138.57	\$735.20	\$80.00	\$655.20	\$617.52	\$155.26	\$772.78	\$80.00	\$692.78	\$703.97	\$168.13	\$872.10	\$80.00	14.3%
Retiree, Spouse, & Child - All with Medicare	\$707.04	\$553.09	\$1,260.13	\$80.00	\$1,180.13	\$731.79	\$224.03	\$955.82	\$80.00	\$875.82	\$834.24	\$242.61	\$1,076.85	\$80.00	13.8%
Retiree & Child - Both with Medicare	\$446.65	\$349.41	\$796.06	\$80.00	\$716.06	\$462.29	\$155.26	\$617.55	\$80.00	\$537.55	\$527.01	\$168.13	\$695.14	\$80.00	14.4%
Choice Plus H	Medical (+22%)	Drug (+17%)	Total	Premium	Subsidy	Medical	Drug	Total	Premium	Subsidy	Medical	Drug	Total	Premium	Retiree % Increase
Retiree on Medicare	\$204.75	\$157.32	\$362.07	\$80.00	\$282.07	\$212.45	\$104.20	\$316.65	\$80.00	\$236.65	\$242.19	\$112.84	\$355.03	\$80.00	16.2%
Retiree Not on Medicare	\$407.36	\$93.39	\$500.75	\$80.00	\$420.75	\$422.68	\$104.20	\$526.88	\$80.00	\$446.88	\$481.86	\$112.84	\$594.70	\$80.00	15.2%
Retiree & Spouse - Both on Medicare	\$443.84	\$341.01	\$784.85	\$80.00	\$704.85	\$460.53	\$192.77	\$653.30	\$80.00	\$573.30	\$525.01	\$208.75	\$733.76	\$80.00	14.0%
Retiree & Spouse - Neither on Medicare	\$738.69	\$169.36	\$908.05	\$80.00	\$828.05	\$766.47	\$192.77	\$959.24	\$80.00	\$879.24	\$873.78	\$208.75	\$1,082.53	\$80.00	14.0%
Retiree on Medicare - Spouse Not	\$520.78	\$329.23	\$850.01	\$80.00	\$770.01	\$540.37	\$192.77	\$733.14	\$80.00	\$653.14	\$616.02	\$208.75	\$824.77	\$80.00	14.0%
Retiree & Spouse - Retiree Not	\$520.78	\$329.23	\$850.01	\$80.00	\$770.01	\$540.37	\$192.77	\$733.14	\$80.00	\$653.14	\$616.02	\$208.75	\$824.77	\$80.00	14.0%
Retiree & Spouse - Both on Medicare - with Children	\$708.93	\$544.69	\$1,253.62	\$80.00	\$1,173.62	\$735.59	\$224.03	\$959.62	\$80.00	\$879.62	\$838.57	\$242.61	\$1,081.18	\$80.00	13.8%
Retiree & Spouse - Neither on Medicare - with Children	\$652.34	\$495.41	\$1,147.75	\$80.00	\$967.75	\$884.39	\$224.03	\$1,108.42	\$80.00	\$1,028.42	\$1,008.21	\$242.61	\$1,250.82	\$80.00	13.8%
Retiree & Spouse - Spouse Not - with Children	\$632.66	\$439.30	\$1,072.56	\$80.00	\$992.56	\$656.45	\$224.03	\$880.48	\$80.00	\$800.48	\$748.36	\$242.61	\$990.97	\$80.00	13.8%
Retiree & Spouse - Retiree Not - with Children	\$632.66	\$439.30	\$1,072.56	\$80.00	\$992.56	\$656.45	\$224.03	\$880.48	\$80.00	\$800.48	\$748.36	\$242.61	\$990.97	\$80.00	13.8%
Retiree on Medicare - with Children	\$447.85	\$344.10	\$791.95	\$80.00	\$711.95	\$464.69	\$155.26	\$619.95	\$80.00	\$539.95	\$529.75	\$168.13	\$697.88	\$80.00	14.4%
Retiree Not on Medicare - with Children	\$596.63	\$138.78	\$735.41	\$80.00	\$664.19	\$619.07	\$155.26	\$774.33	\$80.00	\$694.33	\$705.74	\$168.13	\$873.87	\$80.00	14.3%
Retiree, Spouse, & Child - All with Medicare	\$708.93	\$544.69	\$1,253.62	\$80.00	\$1,173.62	\$735.59	\$224.03	\$959.62	\$80.00	\$879.62	\$838.57	\$242.61	\$1,081.18	\$80.00	13.8%
Retiree & Child - Both with Medicare	\$447.85	\$344.10	\$791.95	\$80.00	\$711.95	\$464.69	\$155.26	\$619.95	\$80.00	\$539.95	\$529.75	\$168.13	\$697.88	\$80.00	14.4%



**St. Louis Public Schools
Dental Insurance Renewal
Effective Date: January 1, 2010**

Benefits	Current/Renewal					
	UHC					
	PPO with Ortho		PPO without Ortho			
	In Network	Out of Network	In Network	Out of Network		
Deductible						
- Individual	\$0	\$100	\$25	\$25		\$25
- Family	\$0	\$300	\$75	\$75		\$75
Coinsurance						
- Preventive	100%	70%	100%	100%		100%
- Basic	80%	50%	80%	80%		80%
- Major	50%	20%	60%	60%		60%
Periodontics Covered Under	Basic				Basic	
Endodontics Covered Under	Basic				Basic	
Oral Surgery Covered Under	Basic				Basic	
Annual Maximum	\$2,500	\$750			\$1,500	
Orthodontia	50% to \$1,000	20% to \$750			None	
Waiting Periods	None for Timely Entrants				None for Timely Entrants	
Out of Network UCR	MAC				90th Percentile	
Dependent Age Limit	25				25	

Premiums			Current/Renewal UHC			
Rate Guarantee			6% Rate Cap for January 2010 Renewal; No guarantee for 2011 renewal			
Rates	w/ortho	no ortho	Current	Renewal	Current	Renewal
Employee	543	2133	\$12.03	\$12.75	\$24.28	\$25.74
Employee + Spouse	90	190	\$24.63	\$26.11	\$49.68	\$52.66
Employee + Child	245	327	\$28.45	\$30.16	\$57.40	\$60.84
Family	151	166	\$38.84	\$41.17	\$78.44	\$83.15
Monthly Premium	1029	2816	\$21,584	\$22,879	\$93,019	\$98,606
Annual Premium			\$259,009	\$274,548	\$1,116,231	\$1,183,277
Combined Annual Premium			Current:	\$1,375,240	Renewal:	\$1,457,825
Annual Premium Change				\$82,585		
Rate Change				6.0%		

1) Packaged savings discount implemented on 1/09 expires 12/10. Savings is in form of premium credit on medical bill and is \$5 PEPm.

NOTES:



St. Louis Public Schools
Vision Insurance Overview
Effective Date: January 1, 2010

Benefits:	Vision Benefits of America		
	In-Network	Out of Network	Current
	Benefits	Amount Covered	
<u>BENEFIT COPAYMENTS</u>			
EXAMS - (Once every 12 Months)	\$10 Copay	Up to \$36	
MATERIALS	\$10 Copay	See Below	
<u>FREQUENCY GUIDELINES</u>			
EXAMINATION	<u>Adults & Children</u>		
LENSES		12 Months	
FRAMES		24 Months	
		24 Months	
<u>MAXIMUM ALLOWANCES</u>			
FRAMES			
LENSES			
-Single Vision	Up to \$40 whisle*	Up to \$45	
-Bifocals	100% after copay	Up to \$28	
-Trifocals	100% after copay	Up to \$45	
-Lenticular	100% after copay	Up to \$56	
CONTACTS			
-Elective Contacts	Up to \$105	Up to \$105	
-Medically Necessary Contacts	UCR	Up to \$210	

Rates:	Vision Benefits of America		
	In-Network	Out of Network	Current
	Benefits	Amount Covered	
<u>Rate Guarantee</u>			
Employee	2,777	Current	
Employee + 1	542	\$1.65	
Family	539	\$4.15	
Monthly	3,858	\$5.95	
Annual		\$10,038	
		\$120,461	
<u>NOTES</u>			
	* Approximately \$80-110 retail.		
	* Enrollment estimate based VBA's May 2009 Billing Report		

The above analysis is for illustrative purposes only. Please refer to contract and/or proposal for details. Final rates are determined by many variables - see Disclosures Page.

SAINT LOUIS PUBLIC SCHOOLS

Date: September 3, 2009

To: Dr. Kelvin Adams, Superintendent of Schools

From: Dr. Cleopatra Figgures, Deputy Superintendent of Accountability

Agenda Item: 10-08-09-11

Information: ☐

Conference: ☐

Action: ☒

Subject:

Agreement with ACT ICN to administer the ACT Project Test to approximately 2,200 high school students in St. Louis Public Schools. The amount of payment is not to exceed \$68,200 costs reflect a per student amount. This amount includes the EXPLORE test for 1620 grade 8 students & for the PLAN for 2800 grade 10. Both are used for career inventory & ACT prediction.

Background:

ACT Project Testing is designed to test juniors and seniors in the district. ACT Project Testing has demonstrated improved ACT scores and increases the likelihood that SLPS will meet the MSIP Performance Standard for Scholastic Preparedness. The intent of ACT Project is to assist students in demonstrating their progress towards performing at the required levels for college work. Providing ACT Testing will remove barriers that many student face in arranging to take the ACT, such as opportunity, transportation and cost. Providing PLAN & EXPLORE meet MSIP GTE requirements.

CSIP - 29 MSIP 9.3

Funding Source: 110-2822-6412-984-00-110

Requisition No.: 10114799

Cost not to exceed: \$68,200.00

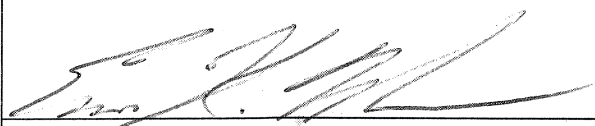
Recommendation: Approval



CLEOPATRA FIGGURES, ED. D.
DEPUTY SUPERINTENDENT OF
ACCOUNTABILITY



ANGELA BANKS
INTERIM BUDGET DIRECTOR



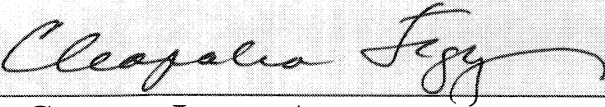
ENOS MOSS
CFO/TREASURER



KELVIN R. ADAMS, PH. D
SUPERINTENDENT



REQUEST FOR SOLE SOURCE PURCHASE

REQUESTOR: Cleopatra Figgures	DATE: September 8, 2009
DEPARTMENT / SCHOOL: Accountability	PHONE: 314-345-2597
DEFINITION: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc.)	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below) Administration of the ACT test at each high school location of St. Louis Public Schools	
VENDOR NAME: ACT, Inc	Email: Chris.Mitchell@act.org
VENDOR CONTACT: Chris Mitchell	PHONE:
JUSTIFICATION INFORMATION	
1. Why the uniquely specified goods are required? This action removes the barriers that would preclude students from taking the ACT by having a district wide administration of the test. This allows for equity in administration and access for student seeking admission in to college	
2. Why good or services available from other vendors /competitors are not acceptable? The ACT is vendor specific	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...) N/A	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
YOUR SOLE SOURCE REQUEST WILL NOT BE APPROVED WITHOUT THE REQUIRED SIGNATURES BELOW	
DEPARTMENT SUPERVISOR/HEAD	DATE
	9/3/09
CABINET LEVEL ADMINISTRATOR	DATE
CFO	DATE
SUPERINTENDENT	DATE



60001018F
600009826
" " 2302
50000 1003
60000 4922
600007175
120000 0435
76000002302

Exhibit 1

Description of Services

St. Louis Public Schools – Weekday ACT Project Testing

St. Louis Public Schools (SLPS) will administer The ACT, through ACT Project Testing, to approximately 2,200 11th grade 12th grade students, on March 3, 2009. Exhibit 3 contains a list of all participating high schools.

Deliverables

ACT materials and standard scoring/reporting services as described below.

In addition, SLPS will receive the following reporting services:

ACT Reporting based on all students tested on the March 3, 2009 ACT Project Testing date:

- 11th/12th grade combined District Profile Summary Report
- 11th/12th grade combined College Readiness Standards District Report
- 11th/12th grade combined College Readiness Standards School Reports

ACT Project Testing

All participating students at each school will be scheduled to test at the same time on the same day (test date March 3, 2009), with test supervisors and proctors recruited from local schools.

SLPS will provide the names of participating schools (Exhibit 3) including the name and communication information of one person designated as the Program Contact, and the billing/invoicing contact, if different.

To meet the objectives of the SLPS project, SLPS and ACT will partner to provide an ACT Project Test as follows:

ACT will provide the following materials:

- *Preparing for the ACT* – one per student.
- Pre-test Materials (one per student: *Taking the ACT Assessment for Project Testing* booklet and answer folder. Pre-test activities include collection of student identifying information such as student name, address, social security number, date of birth, gender, present grade in school, high school code, racial/ethnic background, postsecondary plans, school name, Career Interest Inventory, Student Profile Section).
- Test Booklets (multiple choice test in English, Math, Reading, Science). All test booklets must be accounted for and returned to ACT.
- Directions for Test Administration of the multiple choice tests (1 per 25 students). *ACT Assessment Supervisor's Manual of Instructions for Project Testing*.

Following the test, ACT will provide the following reports:

- Score Reports with English, Math, Reading, Science, and Composite Scores, and subscores in English, Math, and Reading. One copy will be mailed directly to each student's home address. One copy will be mailed to the Director of Guidance at the school whose code is listed on the student's answer folder (the High School Report, along with two score labels and a list report). Reports will be mailed approximately 3 weeks after all answer documents have been submitted for scoring.
- College Reports for up to four valid college codes listed on each answer folder.

Exhibit 2

Description of Fees **St. Louis Public Schools – Weekday ACT Project Testing**

The ACT

SLPS will administer the ACT to 11th and 12th grade SLPS students and will be invoiced at \$31.00 for The ACT for each test scored.

The fee listed above includes materials shipped UPS Ground or comparable method from Iowa City, IA, and pre-paid envelopes for returning answer documents and pre-paid shipping for returning test booklets.

Project: St. Louis Missouri Public Schools (MO)

Inst. #	School	Type	Contact	Title	City	ST	Zip	Phone	Ext.	Email	11th grade	12th grade
262-930	Beaumont High School		Sonja Little	Counselor	St. Louis	MO	63107	314-533-2410		sonja.little@sips.org	145	20
263-118	Central VPA		Lucinda Bryant	Counselor	St. Louis	MO	63139	314-771-2772		lucinda.bryant@sips.org	120	80
262-949	Gateway IT High School		Edna Martin	Counselor	St. Louis	MO	63110	314-776-3300		edna.martin@sips.org	175	167
263-099	Clyde C. Miller Career Academy		Bill Sever	Counselor	St. Louis	MO	63108	314-371-0394		bill.sevier@sips.org	184	30
262-994	Metro Academic & Classical HS		Waide Mayham	Asst. Principal	St. Louis	MO	63108	314-534-3894		waide.mayham@sips.org	89	7
263-020	Roosevelt HS		Mary Ann Arbini	Counselor	St. Louis	MO	63110	314-776-6040		mary.arbini@sips.org	130	47
263-090	Soldan I.S HS		Patricia Ivy	Counselor	St. Louis	MO	63108	314-367-9222		patricia.ivy@sips.org	150	40
263-100	Summer MEGA School		Veronica Clay	Counselor	St. Louis	MO	63113	314-371-1048		veronica.clay@sips	125	47
263-110	Vashon HS		Wanda Garner	Counselor	St. Louis	MO	63106	314-533-9487		wanda.garner@sips.org	75	75
	St. Louis Learning Center South HS		Roshon McKinley	Director	St. Louis	MO	63111	314-353-5704		rmckinley@alternativesunlimited.com	7	7
	St. Louis Learning Center North HS		Albert Thomas	Director	St. Louis	MO	63103	314-535-2725		althomas@alternativesunlimited.com	7	7
262-971	Cleveland NUOTC School		Marianne Cruz	Counselor	St. Louis	MO	63106	314-231-1443		marianne.cruz@sips.org	55	20
	Camahan High School		Audrey Black	Counselor	St. Louis	MO	63118	314-457-0582		audrey.black@sips.org	81	
	Transportation and Law Academy		Phyllis Robinson	Counselor	St. Louis	MO	63120	314-365-4774		phyllis.robinson@sips.org	69	
	Fresh Start		LaRhonda Simmons	Test Coordinator	St. Louis	MO	63113	314-531-2220		larhonda.simmons@sips.org	65	89
	Big Picture		Cara Cicarelli	Spec. Ed. Teacher	St. Louis	MO	63104	314-773-3383		cara.cicarelli@sips.org	87	
										Total Count	1564	2200

SAINT LOUIS PUBLIC SCHOOLS

Date: September 16, 2009

To: Dr. Kelvin Adams, Superintendent

From: Roger L. CayCe, Executive Director of Operations

Agenda Item: 10-08-09-12

Information: ☐

Conference: ☐

Action: ☒

Subject:

Request approval to extend our contract with City Design Group, Inc as a Hazardous Materials Consultant to provide design and project management services for seven (7) Bond Mechanical Modernization abatement projects for the period beginning October 9, 2009 thru June 30, 2010 for a cost not to exceed \$250,000.

Background:

The St. Louis Public Schools will use the services of City Design Group, Inc to provide detailed and comprehensive field surveys, collecting, testing and analysis of samples, remediation cost estimates, preparing of abatement and remediation Request for Proposal's (RFP's) and bid packages, construction administration and monitoring services, drawings, reports, and closeout for Beaumont, Carr Lane, McKinley, Nottingham, Roosevelt, and Sumner school's abatement supporting the mechanical Modernization Bond Projects. This contract will be the last of the renewal options as stated in the original contract, page 3, paragraph 4.

CSIP Pg 24 MSIP 8.10.1

Funding Source :909-2624-6522-905 HE

Requisition No.

Cost not to exceed: \$250,000

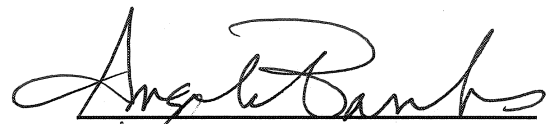
Recommendation: Approval



Roger L. CayCe, Executive Director of Operations



Enos Moss
CFO / Treasurer



Angie Banks, Interim Budget
Director



Kelvin R. Adams, Ph.D.
Superintendent



Board Resolution Checklist

Board Action

☒ Board Action Requested

1. Action

2. Agenda Item

3. Information

4. Conference

Method of Procurement

Method

☐ RFP / Bid # _____

☒ Contract Renewal

☐ Sole Source

☐ Ratification

☐ Change in Contract Cost

Accompanying Forms Required

1) RFP Evaluation Summary

1) Vendor Performance Evaluation Form, 2) Copy of Original Board Resolution, 3) Copy of Original Contract

1) Sole Source Request Form, 2) Sole Source Checklist

1) Preapproval by Superintendent, 2) Request For Contract Ratification Form
Original Board Resolution and Change in Contract Cost Request Form

Explanation of Board Resolution Request

☒ Subject:

The subject must include: 1) The Method of Procurement (see above), 2) The vendor name, 3) Dates of Service, and 4) The cost of the transaction - Sample: Contract with John Smith for consulting services to be provided from September 10, 2009 through October 25, 2009 at a cost not to exceed \$8,000.

☒ Background:

The background must include the data the district used to determine the need for service, the kind of data that will be used to measure the success of the service, and the purpose achieved.

Improvement Plan References

☒ CSIP # (Comprehensive School Improvement Plan)

Link Pg 24

☐ MSIP # (Missouri School Improvement Plan)

Link 8.10.1

Funding Information

Funding Source Codes

A

xxx

B

xxxx

C

xxxx

D

xxx

E

xx

A) Fund Type: (i.e. 110, GOB...239, Title I)

B) Function: (i.e. 2218 Curriculum Services)

C) Object Code: (i.e. 6411 Supplies)

D) Location Code:

(i.e. 111 Gateway High School)

E) Project Code:

(i.e. NC New Curriculum)

☐ Funding Source 1

☐ Funding Source 2

☐ Funding Source 3

A

909

B

2534

C

5322

D

905

E

111

☒ Pending Funds Availability

General Information

☐ Cost Not to Exceed

\$ 250,000

☐ Submittal Contact Information

1. Department Head to Sign Board Resolution

2. Department Head Title

3. Department Proposing Board Resolution

4. Department Contact Person

☐ Requisition # _____

☐ Vendor Number

622212484



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: 7/7/09	
Dept / School: Operations Department	Reported By: Tom Goodrich	
Vendor: City Design Group	Vendor #: 600012484	
Contract # / P.O. #: 4500138948	Contract Name: HAZMAT Consulting	
Contract Amount: \$ 1,000,000	Award Date: 2/28/2008	
Purpose of Contract: To provide HAZMAT consulting, testing, analyzing, and 3 rd party air monitoring for HVAC Bond related abatement projects.		
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	Met Requirements
Timeliness of Delivery or Performance	5 4 3 2 1	Met Requirements
Business Relations	5 4 3 2 1	Fair communications
Customer Satisfaction	5 4 3 2 1	Satisfactory
Cost Control	5 4 3 2 1	Met Requirements
Average Score	3.4	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

SAINT LOUIS PUBLIC SCHOOLS

Date: September 10, 2009
To: Kelvin R. Adams, Ph. D.
From: Deanna J. Anderson,
Executive Director of Transportation and Food Services

Agenda Item: 10-08-02-13
Information: _____
Conference: _____
Action: X

Subject:

Requesting authorization to accept and approval to expend \$94,354.00 in reimbursable funds from the Missouri Dept. of Elementary and Secondary Education, School Food Services, for the Fresh Fruit and Vegetable Program in the 2009-2010 school year at 6 selected SLPS schools.

Background:

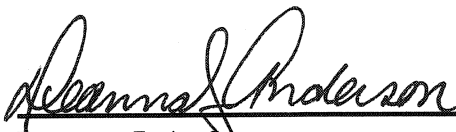
The Fresh Fruit and Vegetable Program (FFVP) through DESE Food Services has realized a substantial increase in funding for the 2009-2010 school year. While Jefferson Elementary was the only participating SLPS recipient of funds in 2008-2009, the District has 6 schools which have been awarded funds for FFVP in 2009-2010; Ford, Jefferson, Clay, Cole, Hamilton, and Hodgen. DESE does not require purchase order documentation for FFVP purchases made, but simply needs the invoices for produce delivered and materials purchased, to be attached with reimbursement claim forms when submitted. The program encourages but does not mandate the use of local vendors, even allowing grocery store purchases. As such the District is encouraging schools to spread out purchases to local vendors who supply produce in the school neighborhoods where possible, and in the St. Louis area who may be able to supply unique and quality produce to the schools, as well as potential use of Sysco, Old Tyme Produce, and Sunfarm Produce, who have participated in the FFVP program and District food services programs in the past. Administrative costs are limited to 10% of funds awarded on an individual school basis.

Funding Source: DESE FFVP Program

Requisition No. N/A Reimbursable Funds

Cost Not To Exceed: No Cost to the District

Recommendation: Approval



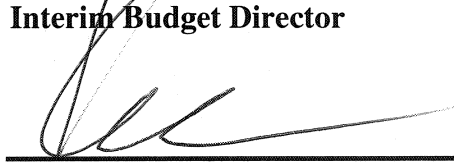
Deanna J. Anderson
Executive Director
Transportation and Food Services



Enos Moss
CFO/Treasurer



Angela Banks
Interim Budget Director



Kelvin R. Adams Ph. D.
Superintendent of Schools



Missouri Department of Elementary and Secondary Education

— Making a positive difference through education and service —

June 19, 2009

TO: Authorized Representative, Child Nutrition Programs, 115-115

FROM: Karen Wooton, Director, School Food Services

SUBJECT: Acceptance into the Fresh Fruit and Vegetable Program for SY 2009-2010

The Missouri Department of Elementary and Secondary Education (DESE), School Food Services (SFS), would like to thank you for submitting applications for the Fresh Fruit and Vegetable Program (FFVP) for School Year (SY) 2009-2010. DESE, SFS, is pleased to announce that the applications submitted for the below schools have been reviewed and **APPROVED**. Instructions for implementation and administration of the FFVP are contained in the attached *Fresh Fruit and Vegetable Program Handbook*, and can also be found on the DESE, SFS Website (www.dese.mo.gov/divadm/food/) on the right-hand side under 'Publications'.

<u>Agreement Number</u>	<u>Bldg Code</u>	<u>School Name</u>	<u>Entitlement Prior to Sept. 30, 2009</u>	<u>Entitlement for the remainder of SY 09-10</u>	<u>Total FFVP Entitlement</u>
115-115	4630	FORD-FORD BR. ELEM. COMM. ED.	\$ 4,120	\$14,549	\$18,669
115-115	5020	JEFFERSON ELEM.	\$ 3,797	\$13,409	\$17,206
115-115	4360	CLAY ELEM.	\$ 2,773	\$ 9,791	\$12,564
115-115	4400	COLE ELEM.	\$ 2,427	\$ 8,572	\$10,999
115-115	4780	HAMILTON ELEM. COMMUNITY ED.	\$ 4,398	\$15,532	\$19,930
115-115	4920	HODGEN ELEM.	\$ 3,307	\$11,679	\$14,986

\$44,354

Entitlements for the FFVP were determined by taking the number of students enrolled at each accepted school from the October 2008 claim and multiplying it by the per student entitlement (Hodgen Elem. example: $297 \times \$50.46$). The per student entitlement rate was determined by dividing Missouri's total entitlement for the FFVP by the total number of students enrolled in the accepted schools ($\$1,398,608.56 \div 27,719$).

Schools must obligate approximately 20% of the FFVP funds prior to September 30, 2009, in order to receive full entitlement for the FFVP. Obligation is defined as an order placed by the specific date, even if delivery will occur at a later date (ex. an order placed Sept 25 for delivery on October 5, would be obligated by September 30). The remainder of the funds will be available after October 1, 2009, and must be obligated by June 30, 2010. The breakdown of FFVP funds is noted in the chart above.

Schools are required to file monthly claims with DESE, SFS, to receive reimbursement for the FFVP. In no instance will advance funding be provided. Reimbursement forms are found on the DESE, SFS Web Site on the left-hand side under 'School Food Service Programs', then click on Fresh Fruit and Vegetable Program (http://dese.mo.gov/divadm/food/FFVP_Index.html) or on the right-hand side of the DESE, SFS Web Site under 'Forms' (<http://dese.mo.gov/divadm/food/requestedforms.htm>). The reimbursement form is available in

two different PDF fillable formats: “FFVP Monthly Reimbursement Claim (Calculates totals)” **and** “FFVP Monthly Reimbursement Claim (Blank)”. Only one form is required to be submitted each month per participating elementary school. All monthly claims must be mailed or faxed to DESE, SFS, Attention: Jill Rehagen and received by the 15th of month following the claim month.

Monthly reimbursement claims will be broken down into two categories: Operating Costs and Administrative Costs. Operating Costs are documented expenses for purchasing, delivering, preparing, and serving fresh fruits and vegetables. Schools may also claim up to 10% of the total FFVP entitlement for Administration Costs, which may include purchasing equipment to operate the FFVP, expenses incurred for planning the FFVP, managing the paperwork, and all other aspects of the FFVP that are not related to the preparation and service of fresh fruits and vegetables. For more assistance please reference the *FFVP Handbook*, page 16, for a breakdown of allowable reimbursable costs.

The fruits and vegetables used for the FFVP must consist of only **FRESH** produce. The following will not be allowable: processed or preserved fruits and vegetables (i.e., canned, frozen, or dried), dips for fruit, jellied fruit, trail mix, nuts, cottage cheese, smoothies, and most non-food items (except those allowed under administrative/operational costs in the *FFVP Handbook*.)

The FFVP must be made equally available, at no cost, to **all** students of each elementary school regardless of a student’s Free, Reduced or Full Price status. Students must participate in the FFVP during regular school hours, and outside of the National School Lunch Program (NSLP) and School Breakfast Program (SBP).

There are no requirements at this time concerning any production records or menus for the FFVP; however schools are required to keep receipts for all costs associated with the FFVP. Records must be kept for three school years plus the current school year’s information. If FFVP produce is ordered along with orders for the NSLP or SBP, then schools must keep a separate copy of the receipt in the FFVP file and distinguish the quantities that were used for the FFVP. If there is a delivery charge associated with a receipt, schools are allowed to prorate the delivery charge as an expense for the produce.

Attached is the *Addendum to National School Lunch/School Breakfast/After School Snack/Special Milk/Donated Food Permanent Application Agreement* that must be signed by the Authorized Representative and returned to the State Agency. A copy must also be kept with each LEA’s School Food Service records.

Please contact Matthew Essner at 573-522-1974 or matthew.essner@dese.mo.gov with any questions or concerns regarding the FFVP.

SAINT LOUIS PUBLIC SCHOOLS

Date: September 8, 2009
To: Dr. Kelvin R. Adams, Superintendent
From: Dr. Cleopatra Figgures, Deputy Superintendent of Accountability

Agenda Item 6-08-09-14
Information ☐
Conference ☐
Action ☒

Subject:

That the Special Administrative Board authorize the administration of the PSAT test at grade 10 as scheduled on the District's Assessment Calendar, including the purchase of test booklets/scoring and reporting services in the amount, not to exceed \$19,500.00

Background:

MSIP Standard:

6.2: The district administers state-required and other tests and uses disaggregated and longitudinal data to adjust its curriculum and instruction.

6.2.1: The district uses a variety of assessment data (longitudinal, demographic, diagnostic, and survey) to support district-wide decisions about curriculum and instruction.

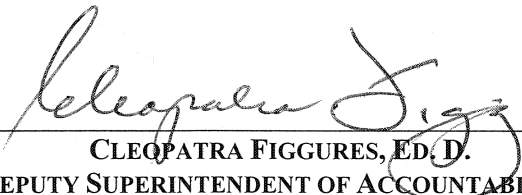
The PSAT is administered as a part of the EPP (Early Participation Program) where the PSAT helps to identify and prepare students for future College Board Assessments. The PSAT specifically aligns to and supports preparation for the SAT, the Advanced Placement (AP) tests and the National Merit Scholar Qualification Test (NMSQT). The reporting package provides schools and students with detailed information on areas of strength and weaknesses for appropriate interventions

Funding Source: 110-2822-984-00-110-6412

Requisition No.:

Cost not to exceed: \$19,500.00

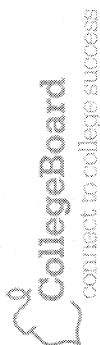
Recommendation: Approval


CLEOPATRA FIGGURES, ED. D.
DEPUTY SUPERINTENDENT OF ACCOUNTABILITY

ANGELA BANKS
INTERIM BUDGET DIRECTOR

ENOS MOSS
CFO/TREASURER

KELVIN R. ADAMS, PH. D
SUPERINTENDENT



2009 PSAT/NMSQT[®], Early Participation Program (EPP) Required Information Form

Description of the Early Participation Program (EPP):

The Early Participation Program (EPP) is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time for instruction and learning. Through a partnership with the College Board, qualified school systems have the opportunity to receive cost incentives, data and reports.

Eligibility Requirements:

- ✓ Multi-high school system
 - a. If the school system only has one high school, there must be at least a total of 500 students enrolled in participating grades.
- ✓ School system has a high proportion of students underrepresented in college-going populations and must meet at least one of the following criteria:
 - a. At least 25% of students are economically disadvantaged (typically determined by free-and-reduced school lunch percentages) OR
 - b. At least 25% of students are from underrepresented college-going populations (Black, Hispanic, and Native-American/Alaskan).
- ✓ Commitment to inclusive testing of students in participating grades on the Wednesday PSAT/NMSQT[®] test date (October 14, 2009).
- ✓ 10th grade must be a participating grade.
- ✓ Ability to test at least 75% of total students enrolled in participating grades.

How the Financial Model Works:

- ✓ School systems pay 75% of the cost of all enrolled students in participating grades. This is a fixed fee cost, regardless of how many students actually take the PSAT/NMSQT[®]. Therefore, the greater the participation, the higher the cost savings.
- ✓ School systems qualify for a maximum 25% discount in the participating grades.

Instructions: *If you encounter any incidents in which this form locks up, please disable your automatic Spelling & Grammar check.*

Renewing School Systems

- ✓ If you are renewing your school system in the EPP, please review the pre-filled information below. This information is based on what was provided for your 2008 EPP Agreement.
- ✓ If this information has changed since 2008, please update accordingly, save the form and send to your College Board representative.
- ✓ This document will be used to create your 2009 EPP Agreement, which will be sent to the primary contact listed.

New School Systems

- ✓ Please fill in all required fields.
- ✓ Save the application, attach any documents necessary to process this form, and send to your College Board representative.

¹ PSAT/NMSQT[®] is a registered trademark of the College Board and the National Merit Scholarship Corporation.

PART I. TESTING ON THE OFFICIAL EPP DATE, WEDNESDAY, OCTOBER 14, 2009

☒ Yes, all participating schools can test on Wednesday, October 14, 2009.

PART II. SCHOOL SYSTEM INFORMATION

2. School System Name	Full Name of School System	St. Louis Public School District	
3. Signatory of the EPP Agreement <i>(The school system must identify a signatory who is authorized by the school system to enter into contracts for the school system. We strongly recommend the Superintendent.)</i>	Last Name	Figures	
	First Name	Cleopatra	
	Title	Accountability Officer	
4. Primary Contact Information <i>(The Primary Contact is the individual who will be contacted regarding the terms of the EPP Agreement and will receive all important email and print communications regarding the EPP. The EPP Agreement will be mailed to the Primary Contact.)</i>	Last Name	Figures	
	First Name	Cleopatra	
	Title	Accountability Officer	
	Address 1	801 N. 11 th Street - 2 nd Floor	
	Address 2		
	City	St. Louis	
	State	MO	
	Zip	63101-	
	Phone	3143452351	Ext.
	Fax	3143452648	Ext.
	Email	Cleopatra.Figures@slps.org	
5. Data Contact <i>(The Data Contact is the individual who will receive the data associated with the EPP, including the district-level student data file and district-level access to AP Potential™ and Summary of Answers and Skills. This person can be the same as the Primary Contact.)</i>	Last Name	Same as above	
	First Name		
	Title		
	Address 1		
	Address 2		
	City		
	State		
	Zip		
	Phone		Ext.
	Fax		Ext.
	Email		

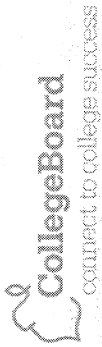
☐ Click if the Data Contact is the same as the Primary Contact

<p>6. Billing Contact <i>(The Billing Contact is the individual who will receive the invoice in December and will be contacted for all payment inquiries. This person can be the same as the Primary Contact.)</i></p> <p><input checked="" type="checkbox"/> Click if the Billing Contact is the same as the Primary Contact</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">Last Name</td><td></td></tr> <tr><td style="text-align: center;">First Name</td><td></td></tr> <tr><td style="text-align: center;">Title</td><td></td></tr> <tr><td style="text-align: center;">Address 1</td><td></td></tr> <tr><td style="text-align: center;">Address 2</td><td></td></tr> <tr><td style="text-align: center;">City</td><td></td></tr> <tr><td style="text-align: center;">State</td><td></td></tr> <tr><td style="text-align: center;">Zip</td><td></td></tr> <tr> <td style="text-align: center;">Phone</td> <td style="text-align: center;">Ext.</td> </tr> <tr> <td style="text-align: center;">Fax</td> <td style="text-align: center;">Ext.</td> </tr> <tr><td style="text-align: center;">Email</td><td></td></tr> </table>	Last Name		First Name		Title		Address 1		Address 2		City		State		Zip		Phone	Ext.	Fax	Ext.	Email	
Last Name																							
First Name																							
Title																							
Address 1																							
Address 2																							
City																							
State																							
Zip																							
Phone	Ext.																						
Fax	Ext.																						
Email																							

PART III. ADDITIONAL REQUESTS OR DOCUMENTS FOR THE EPP AGREEMENT

<p>7. Do you wish to include non-participating grades to your EPP invoice? <i>(As a service, the PSAT/NMSQT® Program offers school systems the option of including non-participating grades in their EPP Invoice as a central bill. For example, a district that has 10th grade participating in the EPP may also wish to be centrally billed for 11th graders as well; in this case, the district will receive one invoice with both the 10th and 11th grades. All central bill grades would be charged at the full test fee of \$13 per student tested).</i></p>	<p><input type="checkbox"/> Yes, please send me one invoice with the EPP grades (reduced pricing) and non-participating grades (billed at \$13/tested student in all participating schools).</p> <p>If Yes, please indicate the grades you'd like to be centrally billed for :</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td><8</td> <td>8</td> <td>9</td> <td>10</td> <td>11</td> <td>12</td> <td>Not Reported</td> <td>Other</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p><input checked="" type="checkbox"/> No, we are not interested in including non-participating grades to our EPP invoice.</p>	<8	8	9	10	11	12	Not Reported	Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<8	8	9	10	11	12	Not Reported	Other										
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>										
<p>8. Can your school system sign the EPP Agreement template or does it require the school system's own legal template to be signed?</p>	<p><input type="checkbox"/> Yes, my school system requires that our own contract template be used.</p> <p>If Yes, please attach your school system's contract template to this form.</p> <p><input type="checkbox"/> No, my school system can sign the EPP Agreement template.</p>																

<p>9. Does your school system need additional paperwork, legal documents or addendum to be signed in order to complete the EPP Agreement? (For example, sole source forms, insurance forms, M/WBE compliance, W-9 tax forms).</p>	<p><input type="checkbox"/> Yes, my school system requires additional paperwork to be completed.</p> <p>If Yes, please describe the additional paperwork needed and attach them to this form:</p> <p><input type="checkbox"/> No, my school system does not need any additional paperwork to be completed.</p>
<p>PART IV. EPP DISTRICT-LEVEL STUDENT DATA ON DISK</p>	
<p>10. In which format does your school system wish to receive its electronic student data file? (As part of the EPP, school systems will receive one (1) electronic student data file delivered on CD-ROM. It is up to school system to share this data with participating schools).</p>	<p><input type="checkbox"/> Please send my school system's electronic student data file in ASCII Format to the data contact listed in #5.</p> <p><input checked="" type="checkbox"/> Please send my school system's electronic student data file in Microsoft Excel-Friendly File Format to the data contact listed in #5.</p> <p><input type="checkbox"/> Please send both the ASCII and Excel-friendly Formats to the data contact listed in #5. (Additional \$50 will be added to your invoice).</p>
<p>PART V. ADDITIONAL OPTION TO BUILD COLLEGE-GOING CULTURE THROUGH MYROAD™</p>	
<p>11. Does your school system wish to purchase MyRoad™ at a reduced price? (School systems that participate in the EPP are eligible to receive an even greater discount on MyRoad™. This additional option is available for school systems that want to purchase for all participating schools.</p> <p>MyRoad™ is a comprehensive online college and career planning tool.</p> <p>EPP school systems receive the deepest discount price of \$150 per school for a one-year site subscription. To qualify for the discount, you must purchase MyRoad™ for each of your schools.</p>	<p><input checked="" type="checkbox"/> Yes, my school system would like to purchase a one-year site subscription to MyRoad™ for all of our participating schools. Please contact your College Board representative for details on how to place your order.</p>



PART VI. Estimated Enrollment Information, Estimate of Costs

12. Please select the grades that will be participating in your school system's EPP Agreement. For renewing school systems, the enrollment information has been pre-populated with the most recent public enrollment data available. If you would like a copy of this enrollment report, please contact the PSAT/NMSQT® Program by emailing psatdistrict@collegeboard.org. This cost is an estimate and is based on 75% x total enrollment x \$13 test fee. Your school system will be contacted in October 2009 to provide updated enrollment numbers based on the full-time enrollment data that is submitted to your state. Once the fall enrollment data has been submitted, PSAT/NMSQT® will update the enrollment and costs accordingly and send an updated invoice to your school system in December.

Which grades would you like included as part of your agreement?

8	9	10	11	12
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Estimated Enrollment by Grade:

8	9	10	11	12
0	0	2,000	0	0

Total Estimated Enrollment: 2,000

Estimated Cost by Grade:

8	9	10	11	12
\$0.00	\$0.00	\$19,500.00	\$0.00	\$0.00

Total Estimated Cost: \$19,500.00

PLEASE E-MAIL THIS COMPLETED FORM AND ALL NECESSARY DOCUMENTS AND ATTACHMENTS TO YOUR COLLEGE BOARD REPRESENTATIVE. INCOMPLETE APPLICATIONS WILL RESULT IN DELAYS IN PROCESSING YOUR EPP AGREEMENT.

FOR ANY QUESTIONS REGARDING THIS APPLICATION, PLEASE SEND AN EMAIL TO PSATDISTRICT@COLLEGEBOARD.ORG.



If you are a **new** participant in the EPP, please list all the participating schools in your school system.

[illegible]

