

BOARD MEETING
THURSDAY, DECEMBER 13, 2012

A G E N D A

SPECIAL ADMINISTRATIVE BOARD
MR. RICK SULLIVAN
MS. MELANIE ADAMS
MR. RICHARD GAINES

SUPERINTENDENT OF SCHOOLS
DR. KELVIN R. ADAMS

Meeting Agenda

Meeting Agenda

Meeting Agenda

Meeting Agenda

Consent Agenda

Consent Agenda

**ST. LOUIS PUBLIC SCHOOLS
SUPERINTENDENT'S REPORT
December 13, 2012**

- 1.0 Preliminary
 - 1.1 **CONSENT AGENDA**
 - a) Information Item(s)
 - 1) Professional/Leadership Development
 - 2) Overview of We Love the Reading Grant
 - b) Business Items
 - 1) Consent Agenda
- 12-13-12-01 To ratify approval of a Memorandum of Understanding with the Greater St. Louis Community Foundation on behalf of the Teacher Home Visit Program Fund to support the development and implementation of a Teacher Home Visit Program for the period July 1, 2012 through June 30, 2013. The associated cost to pay extra service pay to participating teachers will not exceed \$66,000.
FUNDING SOURCE: GOB
- 12-13-12-02 To ratify a sole source contract renewal with Follett Software Company to provide library automation technical support to all District schools for the period October 1, 2012 through September 30, 2013 at a cost not to exceed \$21,860.30
FUNDING SOURCE: GOB
- 12-13-12-03 To approve a contract renewal with Malawi Aquatics to provide aquarium and terrarium cleaning services at Gateway MST Academy for the period December 14, 2012 through June 30, 2013 at a cost not to exceed \$8,000.
FUNDING SOURCE: GOB
- 12-13-12-04 To approve the renewal of a sole source licensing contract with Education Logistics, Inc. for transportation software for the period January 1, 2013 through December 31, 2013 at a cost not to exceed \$9,600.
FUNDING SOURCE: GOB
- 12-13-12-05 To approve a sole source contract with Springboard to provide in-school arts and cultural integration programs to fifteen (15) District schools for the period January 1, 2013 through June 30, 2013 at a cost not to exceed \$24,000, pending funding availability.
FUNDING SOURCE: GOB
- 12-13-12-06 To approve a contract with Eagle Energy, Inc. to provide upgrades to the building automation control systems at eleven (11) District schools at a cost not to exceed \$13,828 which includes a 10% contingency of \$1,267.10. The work shall begin December 14, 2012 and conclude on March 4, 2013.
FUNDING SOURCE: HVAC

- 12-13-12-07** To approve a contract with Johnson Controls to provide upgrades to the building automation control systems at twenty-seven (27) District Schools at a cost not to exceed \$439,301.50 which includes a 10% contingency of \$39,936.50. The work shall begin December 14, 2012 and conclude on December 30, 2013.
FUNDING SOURCE: HVAC
- 12-13-12-08** To approve a contract with Simms Brinkman JV-AU/RR to provide restroom and accessibility updates for the category eight schools at a cost not to exceed \$5,980,959.60 which includes a 10% contingency of \$543,723.60. The work shall begin December 14, 2012 and conclude on August 15, 2013.
FUNDING SOURCE: Prop S
- 12-13-12-09** To approve a Memorandum of Understanding with the Young Mens Christian Association (YMCA) to provide the *Science Gone Mad Afterschool Program* at Lyon @ Blow and Bevo-Long Community Education Full Service Schools for the period December 14, 2012 through May 24, 2013.
FUNDING SOURCE: N/A
- 12-13-12-10** To approve a Memorandum of Understanding with Mike Williams, LCSW to provide therapeutic counseling services to students at Bevo-Long Community Education Full Service School, Lyon @ Blow, Woerner, Buder and Oak Hill Schools for the period December 14, 2012 through May 24, 2013.
FUNDING SOURCE: N/A
- 12-13-12-11** To approve a Memorandum of Understanding with the City of St. Louis Department of Parks, Recreation and Forestry to provide afterschool programming at Bevo-Long Community Education Full Service School for the period December 14, 2012 through May 24, 2013.
FUNDING SOURCE: N/A
- 12-13-12-12** To approve a Memorandum of Understanding with the University of Missouri St. Louis to partner with Kennard Elementary School to provide classroom observations, consultation on professional development needs and applying research-based practices in the classroom for the period December 14, 2012 through June 30, 2013.
FUNDING SOURCE: N/A
- 12-13-12-13** To approve a Memorandum of Understanding with StoryCorpsU to conduct the StoryCorpsU College Readiness curriculum at Gateway STEM Academy for the period December 14, 2012 through June 30, 2013.
FUNDING SOURCE: N/A
- 12-13-12-14** To approve a Memorandum of Understanding with St. Charles Community College to establish a partnership to implement a program for training and mentoring for prospective occupational therapy assistants for the period January 2, 2013 through June 30, 2014.
FUNDING SOURCE: N/A

12-13-12-15 To approve a purchase from Baltimore Aircoil Company in the amount of \$12,883.75 and from Motor Control Specialties in the amount of \$2,827.20 to provide equipment that will be installed by in-house staff to upgrade the cooling tower at the Administrative Building. The total combined cost will not exceed \$15,710.95 which includes a 10% contingency of \$1,428.00. The work shall begin December 14, 2012 and conclude April 15, 2013.
FUNDING SOURCE: HVAC

12-13-12-16 To approve a sole source purchase from Barnes and Nobles for one thousand five hundred thirty-six (1,536) NOOK Color e-readers at a total cost not to exceed \$273,408.
FUNDING SOURCE: Non-GOB

12-13-12-17 To approve a sole source purchase from Human Kinetics for seventeen (17) site licenses and Tier II Technical Support for the Fitnessgram software in an amount not to exceed \$12,000.
Approved at the
1/15/12 Meeting
FUNDING SOURCE: Non-GOB

12-13-12-18 To approve the September 2012 and October 2012 Monthly Transaction Budget Reports.

12-13-12-19 To approve a contract renewal with GroupBasis Inc. to continue to provide SAB maintenance and implementation services for the period January 1, 2013 through December 31, 2013 at a cost not to exceed \$81,000.
FUNDING SOURCE: GOB

12-13-12-20 To approve a sole source purchase from Barnes and Nobles for the installation of the ebooks software for the *We Love Reading* Book Club at a cost not to exceed \$219,412.48.
FUNDING SOURCE: Non-GOB

12-13-12-21 To approve the acceptance of grant funds from the Community Development Administration in the amount of \$372,000.
FUNDING SOURCE: Non-GOB

JANUARY 17, 2013 ITEM(S) FOR CONSIDERATION

01-17-13-01 To approve the November 2012 Monthly Transaction Report.
FUNDING SOURCE: Non-GOB

01-17-13-02 To ratify approval of an agency agreement with St. Louis Community College (SLCC) to provide an instructor for the Federal Aviation Administration Airframe and Power Mechanics Program. This agreement will also include some SLCC students who will participate in the program alongside the District's Gateway STEM High School students. The period of the agreement is August 13, 2012 through June 30, 2014.
FUNDING SOURCE: N/A

01-17-13-03 To ratify approval of a sole source contract with the American Entertainment International (AEI) Speaker's Bureau to provide services for securing a consultant who has proven expertise in the area of examining student data. The professional development will occur December 13, 2012 for principals. The cost for these services will not exceed \$9,000.
FUNDING SOURCE: Non-GOB

- 01-17-12-04** To ratify approval of a sole source contract with Dr. Ron Ferguson to work with District staff to examine student achievement data and other related areas for the period November 29, 2012 through June 30, 2013 at a cost not to exceed \$46,000.
FUNDING SOURCE: Non-GOB
- 01-17-12-05** To ratify approval of a contract renewal with Area Resources for Community and Human Services (ARCHS) for the After School for All Partnership of St. Louis for the period July 1, 2011 through June 30, 2013. The partnership provides afterschool programming for District students.
FUNDING SOURCE: Non-GOB
- 01-17-13-06** To approve the amendment of Board Resolution Number 10-18-12-17, a contract with the Missouri Botanical Garden to increase the total dollar limitation by \$2,800. The Board originally approved a contracted amount not to exceed \$26,320. However, this figure did not include the collaborate portion with the St. Louis Society for the Blind and Visually Impaired to plan and implement services for Soldan students. The period of service remains the same, October 1, 2012 through May 15, 2013. If this request is approved, the total amount of this contract will now be \$29,120.
FUNDING SOURCE: Non-GOB
- 01-17-13-07** To approve an Agency Service Agreement with Healthy Youth Partnership to fund mini grants at sixteen (16) elementary schools participating in the Aim to Fitness Program for the period January 18, 2013 through July 31, 2013 at a cost not to exceed \$90,038.
FUNDING SOURCE: Non-GOB
- 01-17-13-08** To approve a contract renewal with St. Louis Parking to operate the 911 Garage and designated District-owned surface lots as a commercial parking garage and special events parking for the period January 18, 2013 through December 31, 2013.
- 01-17-13-09** To approve a sole source contract with Microsoft Services Premier to provide problem resolutions support, training and workshops for the period January 18, 2013 through January 18, 2014 at a cost not to exceed \$93,000.
FUNDING SOURCE: GOB
- 01-17-13-10** To approve a contract with Follett Systems to provide a new centralized library, textbooks and assess management system for the period January 18, 2013 through January 17, 2014 at a cost not to exceed \$759,458
FUNDING SOURCE: GOB
- 01-17-13-11** To approve a contract with CIBER for SAP consulting services for the period January 18, 2013 through June 30, 2013 at a cost not to exceed \$45,630 that includes a contingency of \$15,000 to allow one additional week of onsite evaluation, if necessary.
FUNDING SOURCE: GOB

- 01-17-13-12** To approve a contract with BTU, LLC E-Rate consulting services for the period January 18, 2013 through February 1, 2014 at a cost not to exceed \$86,184 with an option to renew for up to two years pending Board approval.
FUNDING SOURCE: GOB
- 01-17-13-13** To approve a contract with Emerald Data Solutions for the BoardDocs product to be used for the Board document management system for the period February 1, 2013 through January 31, 2014 at a cost not to exceed \$10,000.
FUNDING SOURCE: GOB
- 01-17-13-14** To approve a contract with Hankins Construction Company for window replacements at Roosevelt High School for the period January 18, 2013 and end on October 31, 2013 at a cost not to exceed \$2,491,500 that includes a 10% contingency of \$226,500.
FUNDING SOURCE: Prop S
- 01-17-13-15** To approve a contract with Hankins Construction Company to build Outdoor Classrooms at Lexington, Stix, Washington Montessori and Wilkinson @ Roe Elementary Schools for the period January 18, 2013 and end on October 31, 2013 at a cost not to include \$981,200 that includes a 10% contingency of \$89,200.
FUNDING SOURCE: Prop S
- 01-17-13-16** To approve a contract with Raineri Construction for Accessibility and Restroom Renovations for Category 3 and 4 schools for the period January 18, 2013 and end on October 31, 2013 at a cost not to exceed \$5,290,471 that includes a 10% contingency of \$480,952.
FUNDING SOURCE: Prop S
- 01-17-13-17** To approve a contract with TSI Technology Solutions, for the total replacement of the master clock-program systems and intercom systems including all secondary clocks, program bells and intercommunication systems devices at all active schools. The work shall begin on January 18, 2013 and end on October 31, 2013 at a cost not to exceed \$4,045,878.33 that includes a 10% contingency of \$367,807.12.
FUNDING SOURCE: Prop S
- 01-17-13-18** To approve the payment of real estate fees to Hilliker Corporation/Linda M. Wash Real Estate, LLC in the amount of \$29,400.
- 01-17-13-19** To approve an increase in Building Use Fees, per Board Policy R1330, for the utilization and/or rental of District schools and facilities effective July 1, 2013.
- 01-17-13-20** To approve a purchase of Advance Placement History Books from Peoples Education at a cost not to exceed \$29,196.
FUNDING SOURCE: Non-GOB
- 01-17-13-21** To approve the purchase of 1,250 Fitbook Junior Journals, 16 teacher kits, shipping cost and a onetime only travel expense fee for training from Fitosophy for the Aim to Fitness Project at a total combined cost not to exceed \$16,419.20
FUNDING SOURCE: Non-GOB

December 13, 2012



BOARD RESOLUTION

Date: November 7, 2012
 To: Dr. Kelvin R. Adams, Superintendent
 From: Dr. Alice Roach, Chief of Staff

Agenda Item : 12-13-12-01
 Action:

Action to be Approved:
 Memorandum of Understanding
 Previous Board Resolution # 10-25-11-11
 Prior Year Cost \$40,000.00

Other Transaction Descriptors:
 (i.e.: Sole Source, Ratification)

SUBJECT: To ratify the Memorandum of Understanding (MOU) with the Greater Saint Louis Community Foundation on behalf of the Teacher Home Visit Program Fund to support the development and implementation of a Teacher Home Visit Program. The MOU is effective from July 1, 2012 to June 30, 2013. A cost associated with this program is the extra service pay to participating teachers (\$25.52 per visit) which will not exceed a total cost of \$66,000.00.

BACKGROUND: The program is an effort to support academic achievement and success for those students who are eligible for free and/or reduced lunch and those who are below grade level as measured by the State's assessment. Home visits can begin the process of breaking down barriers that often exist between schools, family and community. The goals are to improve student achievement, standardized test scores, attendance, classroom behavior and self-discipline, attitudes toward school, and parent and family involvement in education. The schools participating in the program this year are: Mallinckrodt, Dewey, Woerner, Clay, Humboldt, Wilkinson, Stix and Buder. This increases the number of schools participating in the program from 3 in 2011-12 to 8 in 2012-13.

Accountability Plan Goals: Goal IV: Parent Community Involvement **Objective/Strategy:** IV.A.

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

Fund Source: Various	GOB	Requisition #:
Amount: \$66,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost Not to Exceed: \$66,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Chief of Staff

Requestor:

Alice Roach
 Dr. Alice Roach, Chief of Staff
Blake Yøude
 Blake Yøude, Dep. Supt., Institutional Advancement

Angela Banks
 Angela Banks, Budget Director
Leon Fisher
 Leon Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Memorandum of Understanding

Performance Standard(s)

Report

Agency: Greater Saint Louis Community Foundation on behalf of
The Teacher Home Visit Program

School: Buder, Stix, Wilkinson

From: July 1, 2011 **To:** June 30, 2012

Performance Standard 1: Train teachers performing home visits

Status: 63 teachers were trained and performed 897 home visits.

Performance Standard 2: Provide the Teacher Home Visit Program handbooks and
Learning Bags

Status: 584 Students were provided service in the program and each received a program
handbook and Learning Bag.

Performance Standard 3: Share the evaluation report of the program with SLPS

Status: The Teacher Home Visit Program provided the evaluation report prepared by several staff members from the University of Missouri which showed positive results for the students in the program.

Performance Standard 4:

Status:

Submitted by: Dr. Alice Roach

Date: November 10, 2012

Reviewed by: Blake Youde

Date: November 10, 2012

Recommendation:

X Continue

Discontinue



BOARD RESOLUTION

Agenda Item: 10-18-12-08

Date: October 4, 2012

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Sheila Smith-Anderson, Exec. Dir., Curr. Instruc

Action to be Approved: **Contract Renewal** **Other Transaction Descriptors:** Ratification
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 10-25-11-01

Prior Year Cost \$25,000.00

SUBJECT: To ratify the sole source contract renewal with Follett Software Company to provide library automation technical support to all St. Louis Public Schools for the period October 1, 2012 to September 30, 2013 for a cost not to exceed \$21,860.30.

BACKGROUND: Each year technical support for the library automation systems must be procured to ensure continuation of the license agreement. The system has been in place for more than 10 years and must be supported in order to keep it operational.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: Ill.C.

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

Fund Source: 844-00-110-2226-6319	GOB	Requisition #: 10131104
Amount: 21,860.30		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		
Amount: \$21,860.30	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600002393

Department: Curriculum & Instruction

Angela Banks, Budget Director

Requestor:

Sheila Smith-Anderson, Exec. Dir., Curr. Instruc

Leon Fisher, CFO/Treasurer

10/10/2012

Dr. Nicole Williams, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Sheila Smith-Anderson	Date: September 24, 2012
Department / School: Curriculum, Instruction, & Professional Development	Phone Number: 345-4486
<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) Follett Software Company provides library automation technical support to Saint Louis Public School libraries in accordance to the license agreement.	
Vendor Name: Follett Software Company	Email:
Vendor Contact: Sean Dunne	Phone Number
Justification Information	
1. Why the uniquely specified goods are required? This is the library system that is installed on our computers.	
2. Why good or services available from other vendors /competitors are not acceptable? Continuation of services.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...) Switching to another vendor would mean new installation on every library system.	
4. List the Names of other Vendors contacted & Price Quotes: Did not	
<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	<i>Sept. 26, 2012</i> 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.



Vendor Performance Report

Type of report: Final X Quarterly <input type="checkbox"/>	Report Date: September 24, 2012		
Dept / School: Curriculum, Instruction & Professional Development	Reported By: Sheila Smith-Anderson		
Vendor: Follett Software Company	Vendor #: 600002393		
Contract # / P.O. #: 4500159241	Contract Name: Library Automation System		
Contract Amount: \$ 25,000	Award Date: 10-25-11		
Purpose of Contract (Brief Description): To renew the contract for the library automation system technical support.			
<p>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</p>			
Category	Rating	Comments (Brief)	
Quality of Goods / Services	5 4 3 2 1	Always respond and troubleshoot.	
Timeliness of Delivery or Performance	5 4 3 2 1	Always respond in a timely fashion.	
Business Relations	5 4 3 2 1	Very professional.	
Customer Satisfaction	5 4 3 2 1	They follow up.	
Cost Control	5 4 3 2 1		
Average Score	5	Add above ratings: divide the total by the number of areas being rated.	
<p>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.</p>			
Please Check			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

SEA

VENDOR PERFORMANCE REPORT INSTRUCTIONS

- Type of report** Identify if this is a 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** 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

554



BOARD RESOLUTION

Date: November 5, 2012

Agenda Item : 12-13-12-03

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Dr. Dan Edwards, Assoc. Supt., Secondary Schools

Action to be Approved: **Contract Renewal**

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 01-26-12-01

Prior Year Cost \$8,000.00

SUBJECT: To approve a contract renewal with Malawi Aquatics to provide aquarium and terrarium cleaning services for the aquarium at Gateway MST Elementary School, on a monthly basis during the period December 14, 2012 through June 30, 2013 at a cost not to exceed \$8,000.

BACKGROUND: Malawi Aquatics will perform maintenance and labor for five (5) aquariums and one (1) terrarium including service for birds, reptiles and rabbits. The scope of service includes cleaning the aquariums with Lifeguard service cart, twenty (20) percent water change, check, clean filters and systems, clean glass inside and out, check and adjust PH if necessary, supply food and filter materials, supply food and bedding materials for birds, rabbits and reptiles.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 1.A

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

Fund Source: 473-00-110-2411-6338	GOB	Requisition #: 10131081
Amount: \$8000.00		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		Vendor #: 600008980
Amount: \$8,000.00	<input type="checkbox"/> Pending Funding Availability	

Department: Gateway Elementary School

Requestor: Dr. Rose Howard

Angela Banks, Budget Director

Dr. Dan Edwards, Assoc. Supt., Secondary Schools

Leon Fisher, CFO/Treasurer

Dr. Nicole Williams, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent

Salty Underground

9264 Watson Road * St. Louis, Missouri * 63126

Carrie Coleman
Gateway Elementary
#4 Gateway Drive
St. Louis, MO 63106

9/25/2012

Proposal for Services Monthly Aquarium Maintenance

Once a month maintenance service for four (4) freshwater fish aquariums
not more than 30 gallons each - \$90.00

Aquarium maintenance includes:

- * Clean all interior & exterior surfaces and accessories (glass/acrylic, trim/woodwork, lights, lids, automatic feeders, etc)
- * Clean and/or replace filters and pads, additional fee for replacement of filter pads
- * 30% average water change if needed
- * Test water quality (ammonia & Ph) and report to owner
- * Refill automatic feeder
- * Visual health and stock check

Services will be performed monthly.

Itemized monthly invoices for services and any additional purchases of livestock or equipment will be provided. Payment is requested in 30 days.

Thank you for considering Salty Underground, LLC for your aquarium care!
We strive to create and maintain a responsible aquatic environment showcasing the very best and beautiful nature has to offer.

Visit us at SaltyUnderground.com

 **BOARD RESOLUTION**

Date: November 6, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Deanna Anderson, Exec. Dir., Transportation

Agenda Item : 12-18-12-04

Action:

Action to be Approved: Lease Agreement

Other Transaction Descriptors: Sole Source
(i.e.: Sole Source, Ratification)

Previous Board Resolution # 07-10-12-41

Prior Year Cost \$9,412.00

SUBJECT: To approve a renewal of the sole source licensing contract with Education Logistics, Inc for transportation software to be provided January 1, 2013 through December 31, 2013 at a cost not to exceed \$9,600.00.

BACKGROUND: The transportation scheduling software, Edulog, enables the District to receive routing and scheduling information from First Student, the transportation provider. Edulog provides information to the District regarding routing and scheduling of the buses; enrollment projections; boundary planning; report generation; and district measurement.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.F

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

Fund Source: 918-110-2551-6441	GOB	Requisition #:
Amount: \$9,600		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount: \$9,600.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600006710

Department: Transportation

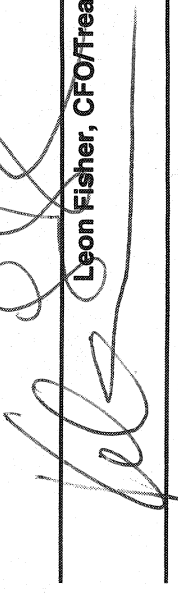
Requestor: Deanna J. Anderson


Deanna Anderson, Exec. Dir., Transportation


Mary M. Houlihan, Dep. Supt., Operations

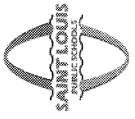


Angela Banks, Budget Director



Leon Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Deanna J. Anderson	Date: November 5, 2012
Department / School: Transportation	Phone Number: 314-345-4469
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
<p>Education Logistics, Inc. is the software company that provides the transportation-scheduling program called Edulog. This is the only company that provides this software, which matches the transportation vendor. A license fee is required to keep up to date with the software and any new updates, mapping tools, and scheduling information. Although the vendor provides the routing and scheduling function, SLPS needs to keep the license in order to run the necessary reports for enrollment projections, boundary planning, and transportation scenarios.</p>	
Vendor Name: Education Logistics, Inc.	Email:
Vendor Contact: Nate	Phone Number 406-728-0893 x 3123
Justification Information	
1. Why the uniquely specified goods are required?	
<p>To keep up to date and current with the program which will allow for optimization of routing and scheduling; enrollment projections; and boundary planning saving costs.</p>	
2. Why good or services available from other vendors /competitors are not acceptable?	
<p>Scheduling program used by transportation is unique and requires specialized fields for St. Louis Public Schools.</p>	
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:	
<p>None. This is a scheduling software package purchased in 2003 that is used by the transportation department.</p>	
<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

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

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

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

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

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

- Document a search for additional suppliers
- Delivery Date** Only one supplier can meet necessary delivery requirements.
- Prior to checking this box you must complete each of the following tasks:
- Document delivery date and quotes from at least two other vendors
 - Document rationale in support of treating the delivery date as mission critical

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

2. If the Sole Source Criteria is met, then complete the Sole Source Form;

3. If the Sole Source Criteria are no met, then the item must be bid.

EDUCATION LOGISTICS, INC.
 3000 PALMER STREET
 MISSOULA, MT 59808

 * I N V O I C E *

Document Number: 093930

Document Date: 10/16/12

Page: 1

Sold To: ST LOUIS PUBLIC SHOOLS
 TRANSPORTATION DEPT
 801 N 11TH ST
 ST LOUIS, MO
 63101-1015

Ship To: ST LOUIS PUBLIC SHOOLS
 TRANSPORTATION DEPT
 801 N 11TH ST
 ST LOUIS, MO
 63101-1015

Ship Via.:
 Ship Date: 01/01/13
 Due Date: 11/15/12
 Terms: NET 30

Cust I.D.: STLOUI
 P.O. Number:
 P.O. Date: 10/16/12
 Job/Order No.:
 Salesperson:

Item I.D./Desc.	Ordered	Shipped	Unit	Price	Net	TX
G.I.S.M.O. TOOL					0.00	E
EDULOG.nt PUPIL TRANSPORTATION SYSTEM					0.00	E
RUN & ROUTE OPTIMIZATION SOFTWARE					0.00	E
BOUNDARY PLANNING/REDISTRICITNG SOFTWARE					0.00	E
STUDENT ENROLLMENT PROJECTION SOFTWARE					0.00	E
2013 LICENSE AND MAINTENANCE FEES						
2.00% ADJUSTMENT FOR YEARLY CPI INCREASE					9600.00	E

Send billing error notice within (60) days of
 inv date to astelee@edulog.com, (406)728-0893
 X-3123. Service charges at 12% annually
 will accrue on past due accounts.

Subtotal: 9600.00
 Tax: 0.00
 Total: 9600.00



BOARD RESOLUTION

Date: November 7, 2012

Agenda Item : 12-13-18-05

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Sheila Smith-Anderson, Exec. Dir., Curr. Instruc

Action to be Approved: Contract

Other Transaction Descriptors: Sole Source
(i.e.: Sole Source, Ratification)

SUBJECT: To approve a sole source contract with Springboard to restore services to 15 elementary schools. Springboard will offer in-school arts and cultural integration programs to 15 schools in the St. Louis Public School District. The program is designed to motivate students and engage them in hands-on learning experiences that inspire critical thinking and cultivate an appreciation of the arts. This agreement is for the period of January 1, 2013 through June 30, 2013 at a cost not to exceed \$24,000.00.

BACKGROUND: Springboard is affiliated with the national Young Audiences Arts for Learning network. Springboard has partnered with the St. Louis Public School District to support instruction by providing artists-in residence programs, professional development, and other partnerships as determined by each school's needs. The schools will receive professional learning opportunities with teaching artists, curriculum materials, pre and post assessments, evaluation, and follow-up feedback to integrate the arts into the curriculum in a meaningful way. The 15 schools designated to receive services are: Ames VPA, Buder, Dewey, Froebel, Humboldt, Kennard, Mallinckrodt, Mason, Mullanphy, Oak Hill, Shaw, Sigel, Stix, Wilkinson, and Woerner.

Accountability Plan Goals: Goal 1: Student Performance

Objective/Strategy: IA

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

Fund Source: TBD	Requisition #:
Amount: \$24,000.00	
Fund Source:	Requisition #:
Amount: \$24,000	
Fund Source:	Requisition #:
Amount:	Vendor #:
<input checked="" type="checkbox"/> Pending Funding Availability	

Department: Academic Office

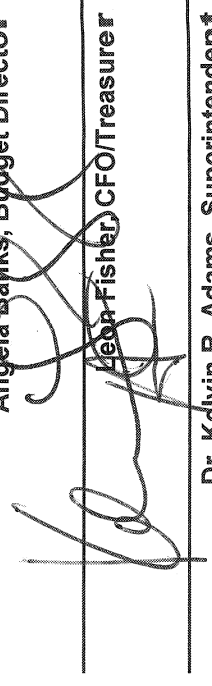
Requestor: Sheila Smith-Anderson


Sheila S. Anderson, Exec. Dir., Curr & Instruction

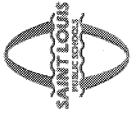

Dr. Nicole Williams, Deputy Supt., Academics

11/2/2012


Angela Banks, Budget Director

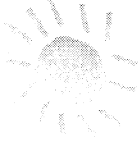

Kevin Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Sheila Smith-Anderson	Date: October 31, 2012
Department / School: Academic Office	Phone Number: 345-4486
<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)	
The work is a continuation for selected schools to support school programming.	
Vendor Name: Springboard, Sheroo Mukhtiar Executive Director	Email: smukhtiar@springboardstl.org
Vendor Contact: Springboard Centene Center for Arts and Education 3547 Olive Street St. Louis, MO 63103-1014	Phone Number (314) 289-4125; (314) 289-4120 Fax: (314) 289-4139
Justification Information	
1. Why the uniquely specified goods are required?	
These programs support the SLPS District curriculum and school program offerings.	
2. Why good or services available from other vendors /competitors are not acceptable?	
The District has had over a 25 year relationship with this company in partnering to improve teaching and learning.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
The company partners with the District by providing in-kind services and seeking grants to leverage the amount of services the schools receive as well as the number of schools and classrooms to receive training and support.	
4. List the Names of other Vendors contacted & Price Quotes:	
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:	
Sheila Smith-Anderson	October 31, 2012
Department Head	Date
CFO	Date
Superintendent	Date



Springboard

*affiliated with the national Young Audiences
Arts for Learning network*

Who We Are

Education through the arts is all we do and we are the one place where you can do it all.

Springboard, formerly Young Audiences and Springboard to Learning bring together 96 years of service to local students.

We are the region's largest provider of cultural and arts in education programs serving approximately 75,000 students in 23 districts as well as private, parochial and charter schools.

We pride ourselves on our partnerships with artists and schools – taking our years of experience and applying them to create and implement programs that best serve distinct districts, schools and classrooms.

We study trends in education and school culture and adapt our programs to meet those changing needs. Our programs go beyond entertainment and experience to strengthen the curriculum and support a variety of learning styles. Recent efforts include a focus group for area educators and administrators, a professional development workshop for teaching artists – working with current classroom teachers to align programs with GLEs and a day of workshops using the arts to strengthen character education.

Because we serve so many districts we are able to utilize that diversity to your advantage. We believe that students from every school have something to offer their community and their peers and that the arts can more readily help us see those connections - so we strive to build partnerships. A recent example includes this year's Red Thread project: 6 local elementary schools (representing 6 diverse racial/economic districts) all taking part in the same residency and then sharing their experiences via a blog, a family art day and a culminating event at Laumeiere Sculpture Park in May. In addition to Laumeire we are fortunate to include the St. Louis Symphony, Opera Theatre, The Repertory Theatre, The Art Museum, The Edison Theater and the Sheldon as partnering agencies. Thanks to these partnerships we are able to offer Springboard students unique opportunities at reduced prices.

Springboard is one of 30 affiliates of a national arts education organization: Young Audiences. Young Audiences is the nation's first and largest Arts in education network. For more than 50 years YA has been the leader in arts in education services and has been recognized by the White House with a National Medal of Arts. Our national chapter is well regarded and includes board members and advisors such as Itzhak Perlman, Yo-Yo Ma and Wynton Marsalis.

As a member of Young Audiences Springboard enjoys access to national conferences, professional development and best practices. We also benefit from national research findings, grant opportunities and advocacy.

We believe that this combination of deeply rooted local service and expert national support offers Springboard schools the best possible service today and in the future.



BOARD RESOLUTION

Date: October 29, 2012

Agenda Item : 12-13-12-06

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

RFP/Bid # 004-1213 Delta Control Systems Upgrade

SUBJECT: To approve a contract with Eagle Energy, Inc. to provide upgrades to the building automation control systems for 11 schools. The work should begin on December 14, 2012 and end on March 4, 2013 at a cost not to exceed \$13,828.10 which includes a 10% contingency of \$1,257.10. This project will be funded through the HVAC Bond Program.

BACKGROUND: These control upgrades are necessary to continue monitoring and operating our mechanical systems effectively and efficiently. The present versions are outdated, replacement parts are limited and the versions soon will be obsolete. The proposals include the latest versions of software and an upgrade to next generation of software when it is released. This project will be funded by the HVAC Bond Program. With this project approved, the balance of the HVAC Bond Program budget is \$1,622,721.60.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

Fund Source:	909-2624-905-HE-909-6522	HVAC	Requisition #:	TBD
Amount:	\$13,828.10			
Fund Source:			Requisition #:	
Amount:				
Fund Source:			Requisition #:	
Amount:				
Cost not to Exceed	\$13,828.10	<input type="checkbox"/> Pending Funding Availability	Vendor #:	600015163

Department: Operations

Requestor: Linda C. McKnight

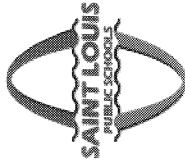
Angela Banks, Budget Director

Roger CayCe, Exec. Dir., Operations/Bldg. Comm.

Lebn Fisher, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



October 30, 2012

MEMORANDUM

TO: Rick Schaeffer: Purchasing Office

FROM: Linda C. McKnight

RE: Bid Evaluation Record for RFP# 004-1213

The evaluation began at 10/17/12, 10:00 a.m. The evaluation committee consisted of the following:

Roger CayCe	Building Commissioner	SLPS - Vacation
Mike Dobbs	Project Manager	SLPS
Yvonne Green	Project Manager	SLPS

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
Eagle Controls	\$12,571	118	Yes
Wiegmann Associates	\$34,848	90	No

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

Linda C. McKnight
Budget Analyst
Operations Department

BID SUMMARY FOR RFP 004-1213 DELTA CONTROL SYSTEM UPGRADE						
Contractor	Price	M/WBE	SLSPast	P Card	Vendor Experience	Scores
Eagle Controls	\$12,571	None	Satisfactory	No	Satisfactory	60
Wiegmann and associates	\$34,848	None	Marginal	No	Satisfactory	45
Score	Max 40% (40)	Max 30% ()	Max 10% (10)	Max 10% ()	Max 10% (10)	
Score	Max 40% (30)	Max 30% ()	Max 10% (5)	Max 10% ()	Max 10% (10)	
Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	Max 10% ()	
Score	Max 40% ()	Max 30% ()	Max 10% (10)	Max 10% (10)	Max 10% (10)	
Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	Max 10% (10)	
Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	Max 10% ()	
Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	Max 10% ()	

BID SUMMARY FOR RFP 004-1213 DELTA CONTROL SYSTEM UPGRADE						
Contractor	Price	M/WBE	SLP/SPast	P Card	Vendor Experience	Scores
Eagle Controls	\$12,571	None	Satisfactory	No	Satisfactory	
	Max 40% (40)	Max 30% ()	Max 10% (8)	Max 10% ()	Max 10% (10)	58
Wiegmann and associates	\$34,848	None	Marginal	No	Satisfactory	
	Max 40% (30)	Max 30% ()	Max 10% (5)	Max 10% ()	Max 10% (10)	45
	Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	
	Score	Max 40% ()	Max 30% ()	Max 10% (10)	Max 10% (10)	
	Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% (10)	
	Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	
	Score	Max 40% ()	Max 30% ()	Max 10% ()	Max 10% ()	



BOARD RESOLUTION

Date: October 30, 2012

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 12-13-12-07

Action:

Action to be Approved: Contract

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

RFP/Bid # 003-1213 Johnson Metasys Control System Upgrades

SUBJECT: To approve a contract with Johnson Controls to provide upgrades to the building automation control systems for 27 schools. The work should begin on December 14, 2012 and end on December 30, 2013 at a cost not to exceed \$439,301.50 which includes a 10% contingency of \$39,936.50. This project will be funded through the HVAC Bond Program.

BACKGROUND: These control upgrades are necessary to continue monitoring and operating our mechanical systems effectively and efficiently. The present versions are outdated, replacement parts are limited and the versions soon will be obsolete. The proposals include the latest versions of software and an upgrade to next generation of software when it is released. This project will be funded by the HVAC Bond Program. With this project approved, the balance of the HVAC Bond Program budget is \$1,636,549.70.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

Fund Source: 909-2624-905-HE-909-6522 HVAC

Requisition #: TBD

Amount: \$439,301.50

Fund Source:

Requisition #:

Amount:

Fund Source:

Requisition #:

Amount:

Cost not to Exceed \$439,301.50 Pending Funding Availability Vendor #: 600001291

Department: Operations

Requestor: Linda C. McKnight

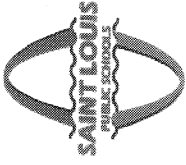
Angela Banks, Budget Director

Roger CayCe, Exec. Dir., Operations/Bldg. Comm.

Leon Fisher, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



October 30, 2012

MEMORANDUM

TO: Rick Schaeffer: Purchasing Office
FROM: Linda C. McKnight
RE: Bid Evaluation Record for RFP# 003-1213 Johnson Metasys Control System Upgrades

The evaluation began at 10/17/12, 10:00 a.m. The evaluation committee consisted of the following:

Roger CayCe	Building Commissioner	SLPS - Vacation
Mike Dobbs	Project Manager	SLPS
Yvonne Green	Project Manager	SLPS

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
Johnson Controls	\$399,365.00	120	Yes

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

Linda C. McKnight
Budget Analyst
Operations Department



BOARD RESOLUTION

Date: October 29, 2012

Agenda Item: 12-13-12-08

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

RFP/Bid #PS59-1213 Restroom & Accessibility Update Category 2 - at 8 Schools

SUBJECT: To approve a contract with Simms Brinkman JV-AU/RR to provide restroom and accessibility updates for the category 8 schools. The work should begin on December 14, 2012 and end on August 15, 2013 at a cost not to exceed \$5,980,959.60 which includes a 10% contingency of \$543,723.60. This project will be funded through the Proposition S Bond Program.

BACKGROUND: The scope of this project consists of the selective demolition of existing toilet rooms and services including partitions, ceilings, doorways, finishes, fixtures, and accessories. Plumbing, mechanical, electrical and life safety systems serving these spaces are also included in the improvements. Facilities are to be reconfigured to allow proper clearances to comply with all current accessibility requirements for restrooms, with new fixtures, fittings, accessories and finishes. All new services are to be configured for age appropriate heights, clearances and reach performed in Pamoja Preparatory Academy at Cole, Herzog, Jefferson, L'Ouverture, Mallinckrodt, Sigel, Washington Montessori and Yeatman-Liddell Schools. This project will be funded by the Proposition S Bond Program under restroom upgrades at \$25,300,000.00. With this project approved, the balance of restroom upgrades budget is \$4,833,178.40.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

Fund Source:	913-2611-905-00-913-6522	Proposition S	Requisition #:	TBD
Amount:	\$5,980,959.60		Requisition #:	
Fund Source:			Requisition #:	
Amount:			Requisition #:	
Fund Source:			Vendor #:	600015053
Amount:				
Cost not to Exceed	\$5,980,959.60	<input type="checkbox"/> Pending Funding Availability		

Department: Operations

Requestor: Linda C. McKnight

Roger L. CayCe

Roger CayCe, Exec. Dir., Operations/Bldg. Comm.

Angela Banks

Angela Banks, Budget Director

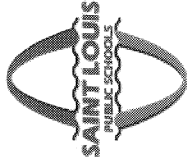
Leon Fisher

Leon Fisher, CFO/Treasurer

Mary M. Houlihan

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



October 30, 2012

MEMORANDUM

TO: Rick Schaeffer: Purchasing Office

FROM: Linda C. McKnight

RE: Bid Evaluation Record for RFP# 059-1213 Accessibility & Restroom Renovations Category 2 Schools

The evaluation began at 10/17/12, 10:00 a.m. The evaluation committee consisted of the following:

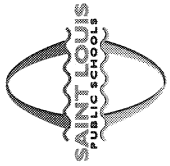
Roger CayCe	Building Commissioner	SLPS - Vacation
Mike Dobbs	Project Manager	SLPS
Yvonne Green	Project Manager	SLPS
Ron Roberts	Project Director	KWAME

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
Simms/Brinkmann JV-AU/RR	\$5,437,236	250	Yes
Raineri Construction	\$5,842,758	205	No
Hankins Construction Company	\$5,906,000	190	No
Kozeny Wagner	\$5,973,000	160	No
Demien Construction Company	\$6,207,000	145	No
Midwestern Design	\$6,921,420	155	No

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

Linda C. McKnight
Budget Analyst
Operations Department



BID EVALUATION

PROJECT NAME: Accessibility & Restroom Renovations Category 2 Schools
PROJECT NUMBER: RFP# PS59-1213
EVALUATED BY: Prop S Construction Management Team
EVALUATION DATE: October 15, 2012

Bid Proposals

Six bid proposals were received and publically opened on September 14, 2012 at 10:00 a.m. from the following contractors for the project:

1. Simms/Brinkmann JV-AU/RR	Total Base Bid:	\$5,437,236
2. Raineri Construction	Total Base Bid:	\$5,842,758
3. Hankins Construction Company:	Total Base Bid:	\$5,906,000
4. Kozeny Wagner:	Total Base Bid:	\$5,973,000
5. Demien Construction Company:	Total Base Bid:	\$6,207,000
6. Midwestern Design:	Total Base Bid:	\$6,921,420

Simms Brinkmann JV-AU/RR:

Simms Brinkmann JV-AU/RR is the apparent low and responsive bidder because they have complied with the bid requirements and their bid proposal is 7% lower than Raineri's bid proposal. They have a total of 43% MBE participation, 4.6% WBE and 40% anticipated MWBE Workforce at the job site. They have no exclusions and have acknowledged the issued addenda 1 through 7. They are in agreement with the schedule and are not willing to use "p" Card as part of their bid amount. Based on our evaluation criteria form, they have obtained a total score of 85%.

Raineri Construction:

Raineri is the second apparent low and responsive bidder because they have complied with the bid requirements and their bid proposal is 7% higher than Simms Brinkmann JV-AU/RR's bid proposal. They have a total of 38% M/WBE participation with 18% MBE and 20% WBE. They have no exclusions and have acknowledged the issued addenda 1 through 7. They are in agreement with the schedule and are not willing to use "p" Card as part of their bid amount. Based on our evaluation criteria form, they have obtained a total score of 70%.

Recommendation

Based on our evaluation, we recommend awarding the contract to Simms Brinkmann JV-AU/RR for the amount of **\$5,437,236** inclusive of all items per the scope.

BID SUMMARY FOR RFP# PSS9-1213 Accessibility Restroom Renovations Category 2 Schools												
Contractor	Price	score	M/WBE Participation	score	SLPS Past Performance	score	Use of "P" Card Included in Pricing	score	Vendor's Experience	score	Total Score	
Simms/Brinkmann JV-AU-RR	\$5.5 M	Max 40%	MBE: 43% WBE: 4.6%	35	Max 30%	30	Max 10%	10	-	Max 10%	10	85
Rainerl Construction	\$5.8 M	Max 40%	MBE: 18% WBE: 20%	30	Max 30%	30	Max 10%	10	-	Max 10%	10	85
Score	Max 40%	30	Max 30%	20	Max 10%	20	Max 10%	10	-	Max 10%	10	70
Hankins Construction	\$5.9 M	Max 40%	MBE: 42% WBE: 0%	25	Max 30%	20	Max 10%	10	-	Max 10%	10	65
Score	Max 40%	25	Max 30%	20	Max 10%	20	Max 10%	10	-	Max 10%	10	65
Kozeny Wagner	\$5.9 M	Max 40%	MBE: 24% WBE: 0%	20	Max 30%	15	Max 10%	10	-	Max 10%	10	55
Score	Max 40%	20	Max 30%	15	Max 10%	15	Max 10%	10	-	Max 10%	10	55
Demien Construction	\$6.2 M	Max 40%	MBE: 36% WBE: 0%	15	Max 30%	15	Max 10%	10	-	Max 10%	10	50
Score	Max 40%	15	Max 30%	15	Max 10%	15	Max 10%	10	-	Max 10%	10	50
Midwestern Construction	\$6.9 M	Max 40%	MBE: 38% WBE: 0%	15	Max 30%	20	Max 10%	10	-	Max 10%	10	55
Score	Max 40%	15	Max 30%	20	Max 10%	20	Max 10%	10	-	Max 10%	10	55
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	-	Max 10%	-	-

BID SUMMARY FOR RFP# PSS9-1213 Accessibility Restroom Renovations Category 2 Schools											
Contractor	Price	score	M/WBE Participation	score	SLPS Past Performance	score	Use of "P" Card Included in Pricing	score	Vendor's Experience	score	Total Score
Simms/Brinkmann JV-AU-RR	\$5,437,236	35	MBE: 43% WBE: 4.6%	30	Yes	10	No	-	Yes	10	85
Raineri Construction	\$5,842,758	30	MBE: 18% WBE: 20%	20	Yes	10	No	-	Yes	10	70
Hankins Construction	\$5,906,000	25	MBE: 42% WBE: 0%	20	Yes	10	No	-	Yes	10	65
Kozeny Wagner	\$5,973,000	20	MBE: 24% WBE: 0%	15	Yes	10	No	-	Yes	10	55
Demien Construction	\$6,207,000	15	MBE: 36% WBE: 0%	15	Yes	10	No	-	Yes	10	50
Midwestern Construction	\$6,921,420	15	MBE: 38% WBE: 0%	20	Yes	10	No	-	Yes	10	55
Score	Max 40%	15	Max 30%	20	Max 10%	10	Max 10%	-	Max 10%	10	55
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-

BID SUMMARY FOR RFP# PSS9-1213 Accessibility Restroom Renovations Category 2 Schools											
Contractor	Price	score	M/WBE Participation	score	SLPS Past Performance	score	Use of "P" Card Included	score	Vendor's Experience	score	Total Score
Simmis/Brinkmann JV-AU-RR	\$5,437,236		MBE: 43% WBE: 4.6%		Yes		No		Yes		
Score	Max 40%	35	Max 30%	25	Max 10%	10	Max 10%	-	Max 10%	10	80
Raineri Construction	\$5,842,758		MBE: 18% WBE: 20%		Yes		No		Yes		
Score	Max 40%	30	Max 30%	15	Max 10%	10	Max 10%	-	Max 10%	10	65
Hankins Construction	\$5,906,000		MBE: 42% WBE: 0%		Yes		No		Yes		
Score	Max 40%	25	Max 30%	15	Max 10%	10	Max 10%	-	Max 10%	10	60
Kozeny Wagner	\$5,973,000		MBE: 24% WBE: 0%		Yes		No		Yes		
Score	Max 40%	20	Max 30%	10	Max 10%	10	Max 10%	-	Max 10%	10	50
Demien Construction	\$6,207,000		MBE: 36% WBE: 0%		Yes		No		Yes		
Score	Max 40%	15	Max 30%	10	Max 10%	10	Max 10%	-	Max 10%	10	45
Midwestern Construction	\$6,921,420		MBE: 38% WBE: 0%		Yes		No		Yes		
Score	Max 40%	15	Max 30%	10	Max 10%	10	Max 10%	-	Max 10%	10	45
Score	Max 40%		Max 30%		Max 10%		Max 10%		Max 10%		
Score	Max 40%		Max 30%		Max 10%		Max 10%		Max 10%		

BOARD RESOLUTION

Date: November 2, 2012

Agenda Item : 12-13-13-09

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: John Windom, Exec. Director, Full Service Schools

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the Memorandum of Understanding (MOU) with the Young Mens Christian Association (YMCA) to provide the YMCA Science Gone Mad Afterschool Program at Lyon@Blow and Bevo-Long Community Education Full Service Schools for the period of December 14, 2012 to May 24, 2013 at no cost to the District.

BACKGROUND: The Science Gone Mad program is based on four categories that are: math/science education, self-esteem, shadowing program and parent involvement. It includes appealing and fun activities that focus on the challenge of keeping today's youth excited to learn, preparation for future careers in the areas of engineering, architecture, design, business and ultimately helping the State of Missouri and the Nation to be stronger economically. It will also be a resource for educating and involving parents and other community leaders about the need for stronger math and science opportunities and nurturing those endeavors in youth.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy:

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

Fund Source:		Requisition #:	
Amount:		Requisition #:	
Fund Source:		Requisition #:	
Amount:		Vendor #:	
Fund Source:			
Amount:	\$ 0.00		
	<input type="checkbox"/> Pending Funding Availability		

Department: Community Education

Requestor: John Windom


John Windom, Exec. Director, Full Service Schools


Angela Banks, Budget Director


Leon Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Blake Youde, Dep. Supt., Institutional Advancement

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding (“MOU”) is entered into by and between the Saint Louis Public Schools (“SLPS”) and the Young Men’s Christian Association (YMCA) (“Agency”) on this 14th day of December, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between YMCA of Greater St. Louis and the St. Louis Public Schools in order to provide the YMCA Science Gone Mad Afterschool Program at Lyon@Blow and Bevo-Long Community Education Full Service Schools. The program is based on four categories that are: math/science education, self-esteem, shadowing program and parent involvement. It includes appealing and fun activities that focus on the challenge of keeping today’s youth excited to learn, preparation for future careers in the area of engineering, architecture, design, business and ultimately helping the State of Missouri and the Nation to be stronger economically. It will also be a resource for educating and involving parents and other community leaders about the need for stronger math and science opportunities and nurturing those endeavors in youth.

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

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

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

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

5. Obligations of SLPS:

(a) Provide access to space for program activities.

(b) Identify a school contact person for strong communication between programs

(c) Inform 3rd and 5th graders of the opportunity to participate in the after school program.

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

6. Obligations of Agency:

(a) To provide the YMCA-Science Gone Mad Afterschool Program based on four categories: math/science education, self-esteem, shadowing program and parent involvement. It includes preparation for future careers in the areas of engineering, architecture, design, business and ultimately helping the State of Missouri and nationally to be stronger economically. It will also be a resource for educating and involving parents and other community leaders about the need for stronger math and science opportunities and nurturing those endeavors in youth.

(b) YMCA will adhere to SLPS policies and protocols when notified and trained on those protocols.

(b) Make program records of participating students available to the District on request.

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

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

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

- (a) Increase exposure to math and science opportunities in order to increase their skills. Children participating in the program will show an attendance rate of 85%. A minimum of 10 students will participate.
- (b) Families are educated in the importance of Math and Science and how they can support their child's success. Parent surveys reflect a 4-5 rating on a 5 point scale, 5 reflecting the highest level of importance.
- (c) Students show an increase in self-esteem. Parent surveys reflect a 4-5 rating on a 5 point scale. The survey is given twice per year.
- (d) Encourage students to explore math, science or technology as a career choice. We will use an annual tracking survey of students for college to assess their career and academic choice patterns. Our program gives students a wide variety of exposure to STEM careers. The students will have expressed through student inform and formal surveys that they now see themselves in STEM careers.

8. Term and Termination: The term of the MOU will be from December 14, 2012 to May 24, 2013, unless earlier terminated by either party by providing thirty (30) days' written notice to the person who has signed as a representative of each party below.

Saint Louis Public Schools

By: _____
Name: _____
Title: _____

The Young Men's Christian Association

By: _____
Name: Frank Ward
Title: CFO-YMCA of Greater St. Louis



BOARD RESOLUTION

Date: November 2, 2012

Agenda Item : 12-13-12-10

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: John Windom, Exec. Director, Full Service Schools

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the Memorandum of Understanding (MOU) with Mike Williams, L.C.S.W., to provide therapeutic counseling services to students. The partnership is with the Bevo-Long Community Education Full Service School, Woerner, Buder, Lyon@Blow and Oak Hill Elementary School for the period of December 14, 2012 to May 24, 2013 at no cost to the District.

BACKGROUND: The therapeutic counseling services will address such areas as: reactive attachment disorder, adjustment disorder, pervasive developmental disorder, anxiety, sexual abuse, behavior disorders, attention deficit/hyperactivity disorder, generalized stress and mood disorders. These areas will be addressed through coordination of care with other professionals, art therapy, play therapy and other forms of traditional and non-traditional therapy.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy:

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

Fund Source:		Requisition #:	
Amount:			
Fund Source:		Requisition #:	
Amount:			
Fund Source:		Requisition #:	
Amount:			
\$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:	

Department: Community Education

Requestor: John Windom

John Windom, Exec. Director, Full Service Schools

Angela Banks, Budget Director

Leon Fisher, CFO/Treasurer

Blake Youde, Dep. Supt., Institutional Advancement

Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding (“MOU”) is entered into by and between the Saint Louis Public Schools (“SLPS”) and the Mike Williams (Agency) on this 14th day of December, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between Mike Williams and the St. Louis Public Schools in order to provide therapeutic counseling services to students addressing such areas as: reactive attachment disorder, adjustment disorder, pervasive developmental disorder, anxiety, sexual abuse, behavior disorders, attention deficit/hyperactivity disorder, generalized stress and mood disorders. These areas will be addressed through coordination of care with other professionals, art therapy, play therapy and other forms of traditional and non-traditional therapy. The partnership is with the Bevo-Long Community Education Full Service School, Woerner, Buder, Lyon@Blow and Oak Hill Elementary School.

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

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

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

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

5. Obligations of SLPS:

- (a)** Provide space for interaction with students, families and/or groups in which confidentiality can be maintained during therapy.

- (b)** Develop with the agency, student standards for referral and participation in the program. Initiate referrals for potential services by analysis of appropriate SLPS staff.

- (c)** Provide information necessary and in accordance with SLPS policies for student record confidentiality that may help therapeutic outcomes for the student.

6. Obligations of Agency:

- (a)** Develop with SLPS, student standards for referral and participation in the program.

- (b)** Provide therapeutic services as described in the purpose paragraph to the students served.

- (c)** Communicate, as agreed upon by local SLPS staff and in accordance with the standards for referral and participation.

- (d)** Maintain and share accurate records and sign in sheets with SLPS on request. Conduct themselves professionally while on school premises or interacting with school students or their families.

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

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

- (a) A minimum of 5 students or more will be served.

- (b) A record of the areas addressed and the type of service provided will be made available to SLPS.

- (c) Measurable Outcomes are established for/with each client at the beginning stages of services and the evaluation/progress on these goals will be made available to school on request and at the time of the MOU resubmission.

8. Term and Termination: The term of the MOU will be from December 14, 2012 to May 24, 2013, unless earlier terminated by either party by providing thirty (30) days' written notice to the person who has signed as a representative of each party below.

Saint Louis Public Schools

Mike Williams, LCSW

By: _____
Name: _____
Title: _____

By: _____
Name: Mike Williams
Title: Licensed Clinical Therapist, LCSW



BOARD RESOLUTION

Date: November 2, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: John Windom, Exec. Director, Full Service Schools

Agenda Item : 12-13-18-11

Action:

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the Memorandum of Understanding (MOU) with the City of St. Louis Department of Parks, Recreation and Forestry (Parks and Rec) to provide after school programming at Bevo-Long Community Education Full Service School, Monday-Friday for the period December 14, 2012 to May 24, 2013 at no cost to the District.

BACKGROUND: Parks and Rec will provide staff to conduct programming for up to 50 children from the school for a total of three (3) hours per day at the end of the regular school day. The program will include an after school snack, recreation, and club activities. The program will attain a minimum of level three (3) as measured by the Youth Program Quality Assessment Tool (YPOA). Program participants will be surveyed about the quality of the program and receive an average of a scale of 4 (Scale of 1 – 5, 5 being highest).

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy:

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

Fund Source:		Requisition #:	
Amount:		Requisition #:	
Fund Source:		Requisition #:	
Amount:		Vendor #:	
Fund Source:			
Amount:	\$ 0.00		

Department: Community Education

Requestor: John Windom

John Windom, Exec. Director, Full Service Schools

Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director

Leon Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding (“MOU”) is entered into by and between the Saint Louis Public Schools (“SLPS”) and the City of St. Louis Department of Parks, Recreation and Forestry (“Agency”) on this 14th of December, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between the City of St. Louis Department of Parks, Recreation and Forestry and the St. Louis Public Schools in order to provide after school programming at Bevo-Long Community Education Full Service School, Monday- Friday.

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

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

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

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

5. Obligations of SLPS:

(a) SLPS agrees to make space available for the agency to provide afterschool programming for a minimum of up to four (4) hours per day that school is in session. Space shall include but not be limited to the gymnasium, cafeteria/kitchen, common space, and outdoor playgrounds/fields. Space shall also include where available classrooms, office space and securable storage facilities.

(b) Provide transportation for students.

(c) _____

6. Obligations of Agency:

(a) The agency shall provide staff to conduct programming for up to 50 children from the school for a total of three (3) hours per day at the end of the regular school day.

(b) The program will include an after school snack, recreation, and club activities.

(c) The agency will follow SLPS District and Community Ed. protocols and procedures including the academic support for youth.

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

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

(a) The program will attain a minimum of level three (3) as measured by the Youth Program Quality Assessment Tool (YPQA).

(b) Program participants will be surveyed about the quality of the program and receive an average of a scale of 4 (Scale of 1 – 5, 5 being highest).

(c) _____

8. Term and Termination: The term of the MOU will be from December 14, 2012 to May 24, 2013, unless earlier terminated by either party by providing thirty (30) days' written notice to the person who has signed as a representative of each party below.

Saint Louis Public Schools

Department of Parks Recreation & Forestry

By: _____
Name: _____
Title: _____

By: _____
Name: Alicia Stellhorn
Title: Program Manager



BOARD RESOLUTION

Date: November 2, 2012

Agenda Item : 12-13-12-12

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Blake Youde, Dep. Supt., Institutional Advancement

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve a Memorandum of Understanding with the University of Missouri St. Louis to partner with Kennard Elementary to provide classroom observation, consultation on professional development needs and applying research-based practices in the classroom from December 14, 2012 to June 30, 2013.

BACKGROUND: The University of Missouri St. Louis College of Education will implement its Studio Schools Network to partner with Kennard Elementary to provide advice and consultation to Kennard's staff regarding student learning and educator preparation.

Accountability Plan Goals: Goal IV: Parent Community Involvement

Objective/Strategy: IV.D.

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

Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
\$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Institutional Advancement

Requestor: Blake Youde

Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director

Leon Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

10/10/2012

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding (“MOU”) is entered into by and between the Saint Louis Public Schools (“SLPS”) and the University of Missouri St. Louis (“Agency”) on this 14th day of December, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between the University of Missouri – St. Louis and the St. Louis Public Schools in order to partner with Kennard Elementary to provide classroom observation and then consult on professional development needs and applying research-based practices in the classroom.

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

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

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

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

5. Obligations of SLPS:

- (a) Ensure UMSL Faculty liaison is invited to attend faculty meetings, professional development sessions.
- (b) Provide clinical experiences that can be used to provide educator feedback on educator candidates throughout the educator preparation program.
- (c) Provide a faculty liaison.
- (d) Participate in research projects and collaborative professional development.

(e) Encourage and allow teachers and educator candidates to implement innovative practices to meet the needs of students.

6. Obligations of Agency:

- (a) Identify a faculty liaison.
- (b) Support opportunities for school and UMSL faculty to implement and gather data on research-based practices to support instructional improvements.
- (c) Assess opportunities to provide professional development.

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

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

- (a) Report on opportunities for collaborative professional development.
- (b) Report on clinical experiences for individuals in the educator preparation program.

8. **Term and Termination:** The term of the MOU will be from December 14, 2012 through June 30, 2013, unless earlier terminated by either party by providing thirty (30) days' written notice to the person who has signed as a representative of each party below.

Saint Louis Public Schools

(Agency)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BOARD RESOLUTION

Date: November 2, 2012

Agenda Item : 12-13-13-13

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Blake Youde, Dep. Supt., Institutional Advancement

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve a Memorandum of Understanding with StoryCorpsU to conduct the StoryCorpsU College Readiness curriculum at Gateway STEM Academy from December 14, 2012 through June 30, 2013.

BACKGROUND: StoryCorpsU introduces an interactive, standards-based college readiness curriculum that uses content and interviewing techniques to enhance student's skills in the areas of speaking, listening, writing, and critical thinking, while also fostering their self awareness and social awareness. Students practice college and career readiness skills such as learning to communicate information in a well-structured, audience-appropriate manner and writing for a range of tasks, purposes and audiences.

Accountability Plan Goals: Goal IV: Parent Community Involvement

Objective/Strategy: IV.D

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

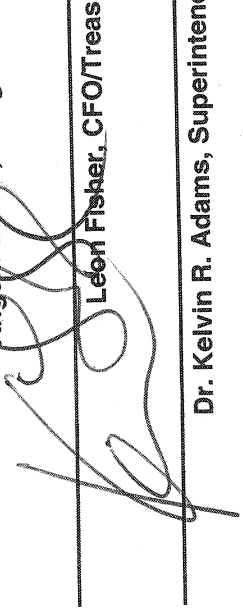
Fund Source:		Requisition #:	
Amount:			
Fund Source:		Requisition #:	
Amount:			
Fund Source:		Requisition #:	
Amount:			
\$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:	

Department: Institutional Advancement

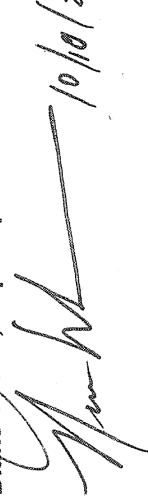
Requestor: Blake Youde


 Blake Youde, Dep. Supt., Institutional Advancement


 Angela Banks, Budget Director


 Leon Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

 10/10/2012

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding (“MOU”) is entered into by and between the Saint Louis Public Schools (“SLPS”) and Storycorps (“Agency”) on this 14th day of December, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between Storycorps and the St. Louis Public Schools in order to implement a student video interview program at Gateway STEM High School that includes interactive, standards-based college-readiness curriculum that uses content and interviewing techniques to enhance students’ skills in the areas of speaking, listening, writing and critical thinking, while also fostering their self-awareness and social awareness.

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

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

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

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

5. Obligations of SLPS:

- (a) Provide a school liaison who acts as a single point of contact for StoryCorpsU staff
- (b) Implement the full StoryCorpsU curriculum over the course of the academic year
- (c) Ensure the completion of four VoiceThread recordings by each student as assigned in the curriculum
- (d) Ensure all Partner Teachers have access to necessary equipment needed for use of the curriculum, specifically:
 - A computer with internet access
 - A computer that can access, play and record audio on VoiceThread as required by the curriculum
 - A device with audio CD playback capabilities
 - A device with DVD playback capabilities, including a means to project DVDs
 - Speakers that can play audio so it is loud and clear for all in attendance
- (e) Meet requests for evaluative information and participate in evaluation activities as requested by StoryCorpsU staff
- (f) Convene a culmination event at year’s end where students’ accomplishments are celebrated and their work displayed.

6. Obligations of Agency:

- (a) Assign a StoryCorps liaison who provides ongoing weekly support to Partner Teachers and Schools
- (b) Provide comprehensive training on the StoryCorpsU curriculum to all Partner Teachers
- (c) Provide teachers with curriculum materials including Lesson Plan Books and Student Workbooks, a Partner Manual, and the following classroom supplies: StoryCorps tote bag, DVD of StoryCorps animations, audio CD containing all StoryCorps lesson plan clips, a copy of the

of StoryCorps animations, audio CD containing all StoryCorps lesson plan clips, a copy of the book Listening is an Act of Love, laminated group agreements poster, Koosh ball, timer, post-its, and other materials required by lesson plans

(d) Establish VoiceThread accounts for all teachers and students and provide ongoing technical support for the use of VoiceThread technology

(e) Identify stories reflective of students strengths for use on StoryCorps and school websites

(f) Support culmination event as needed and requested by School Partner

(g) Provide recognition of Gateway STEM High School as a StoryCorpsU partner on the www.storycorpsu.org website

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

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

(a) 48 students will participate and complete the program.

(b) Storycorps' impact will be assessed through independent evaluation which will examine, among other factors, the program's impact on: students' academic performance, students' connectedness to school, and students' self awareness and social awareness.

8. Term and Termination: The term of the MOU will be from December 14, 2012 through June 30, 2013, unless earlier terminated by either party by providing thirty (30) days' written notice to the person who has signed as a representative of each party below.

Saint Louis Public Schools

(Agency)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



BOARD RESOLUTION

Date: November 5, 2012

Agenda Item : 12-13-13-14

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Dr. Chip Jones, Assoc. Supt., Student Support Serv

Action to be Approved:
Memorandum of Understanding

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve a Memorandum of Understanding (MOU) with St. Charles Community College to establish a partnership to implement a program for training and mentoring prospective occupational therapy assistants. The MOU will be for the period January 2, 2013 through June 30, 2014 with a provision that the MOU will be approved by the Board each year.

BACKGROUND: St. Charles Community College will provide a number of students to gain practical learning and clinical experience in a school setting. The benefit to SLPS is that the students are exposed to new therapists with different skills and the district Occupational Therapists have access to the College faculty for their expertise and resources.

Accountability Plan Goals: Goal IV: Parent Community Involvement


Objective/Strategy: IV.

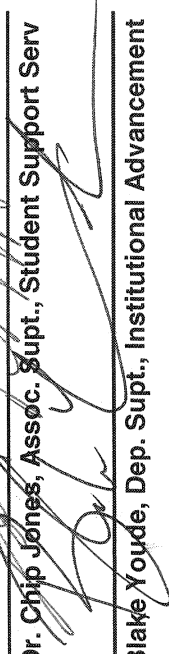
FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

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

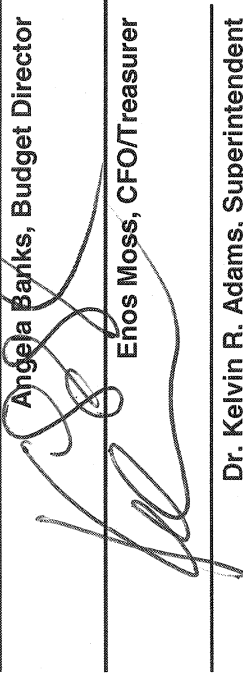
Department: Student Support Services

Requestor:


 Dr. Chip Jones, Assoc. Supt., Student Support Serv


 Blake Youde, Dep. Supt., Institutional Advancement


 Angela Banks, Budget Director


 Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

MEMORANDUM OF UNDERSTANDING (NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and the St. Charles Community College (Agency) on this second day of January 2013.

The purpose of this Memorandum of Understanding is to establish a partnership between the Agency and the St. Louis Public Schools in order to implement a program for training and mentoring prospective occupational therapists.

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

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

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

4. Student Information: The Agency acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students, including but not limited to

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

5. Obligations of SLPS:

- (a.) SLPS shall designate a member of its staff to be coordinator of this program and function as clinical supervisor with whom St. Charles Community College's Program Coordinator is to communicate for the conduct of this clinical education program, which may include the development of objectives, methods of instruction and other details of the clinical experience.
- (b.) SLPS shall make available to assigned students appropriate facilities, equipment and supplies in order to provide supervised clinical experience in the program. Such facilities shall include an environment conducive to the learning process which conforms to the SLPS customary procedures.
- (c.) Students completing a Level II fieldwork experience shall perform services for patients only when under the supervision of a registered, licensed or certified occupational therapist. The therapist shall be at least one year post certification. Students shall work, perform assignments, participate in rounds, clinics, staff meetings, and inservice educational programs at the discretion of their supervisors designated by SLPS. Qualified personnel for supervising students completing a Level I fieldwork experience include, but are not limited to occupational therapy practitioners, psychologist, physician assistants, teachers, social workers, nurses and physical therapists. SLPS shall ensure that the ratio of supervision to student(s) enables proper supervision. Students are trainees, not employees, and are not to replace SLPS staff.
- (d.) Students are to remain subject to the authority, policies, and regulations imposed by St. Charles Community College. During periods of clinical assignment, and while on SLPS premises, students will also be subject to all standards, rules, regulations, administrative practices and policies of SLPS.
- (e.) SLPS shall have the right to approve the participation of a faculty member of St. Charles Community College to engage in clinical teaching at SLPS.
- (f.) SLPS may require St. Charles Community College to withdraw from SLPS any student whose performance is unsatisfactory or whose characteristics and activities are detrimental to SLPS responsibilities for health care. Requests for withdrawal of a student must be given in writing and must contain a statement of facts describing the student's conduct deemed to be offensive.
- (g.) SLPS shall be responsible for arranging immediate emergency care of students in the events of accidental injury or illness, but shall not be responsible for costs involved, follow-up care, or hospitalization.

6. Obligations of St. Charles Community College:

- (a) St. Charles Community College shall have total responsibility for planning and determining the adequacy of the educational experience of students in theoretical training, basic skills, professional ethics, attitude and behavior, and will assign to SLPS only those students who have satisfactorily completed the prerequisites of St. Charles Community College's educational program before clinical assignment.
- (b) St. Charles Community College shall provide its students with health insurance.
- (c) St. Charles Community College shall provide a letter to SLPS which describes its professional liability protection.
- (d) St. Charles Community College shall designate a member of its faculty to coordinate this program with a designated member of the SLPS's staff. This assignment may include on-site visits when practical and continuing exchange of information on progress of the program.
- (e) St. Charles Community College shall provide SLPS with the names, health status reports, and other pertinent information about each student to be assigned to SLPS at least four weeks before the beginning date of the student's assignment at the SLPS.
- (f) St. Charles Community College shall have the right to withdraw a student from clinical assignment. Such notice to SLPS of withdrawal of a student shall be in writing.
- (g) St. Charles Community College will instruct students to keep confidential from third parties all information which relates to or identifies a particular patient, including but not limited to the name, address, medical treatment or condition, financial status or any other personal information which is deemed to be confidential in accordance with applicable state and federal law, including HIPAA, and standards of professional ethics.

7. JOINT RESPONSIBILITIES:

- (a) St. Charles Community College and SLPS shall mutually agree upon and arrange the course of instruction, the periods of assignment for each student, and the number of students eligible to participate concurrently.
- (b) St. Charles Community College and SLPS agree that there shall be no discrimination on the basis of age, race, religion, creed, sex, national origin, handicap or veteran's status.
- (c) St. Charles Community College and SLPS shall arrange and provide orientation of faculty members and students concerning the SLPS's policies, rules and regulations.

8. Benefits to the District:

The District can access the St. Charles Community College OT faculty for collaboration and information on latest research in occupational therapy.

- a. The District has the ability to participate in research projects with the St. Charles Community College faculty to maintain the newest evidence based practice.
- b. Students in the St. Louis Public Schools have access to increased service provision by participating in specially-designed projects by the St. Charles Community College students as the OT students apply classroom knowledge to practice.
- c. Expected outcomes of the fieldwork experience are monitored by the fieldwork educator. The OT student will...
 - Develop and practice interaction, assessment, intervention and professional reasoning skills,
 - Apply knowledge acquired in academic course work in a workplace environment
 - Engage in professional activities and learn about the realities of professional practice.

Term and Termination: This Agreement is for the term of January 2, 2013 to June 30, 2014, and shall be automatically renewed unless terminated. This Agreement may not exceed a period of five (5) years. It may be terminated by either party by giving notice to the other party by certified mail at least three months prior to the end of the term. Should notice of termination be given, students then assigned to the FACILITY shall be allowed to complete their previously scheduled clinical assignment then in progress at the FACILITY. Notice of termination to the FACILITY shall be directed to: Sandra S. Johnson, Director of Special Education St. Louis Public Schools...Office of Special Education, 801 N. 11th Street, 1st. Floor, St. Louis, MO 63101. Notice of termination to the SCHOOL shall be directed to: Dovie Weston, MEd, OTR/L, Academic Fieldwork Coordinator/Clinical Instructor, Department of Occupational Therapy, St. Charles Community College
403 Lewis Hall, Columbia, MO 65211

ST. LOUIS PUBLIC SCHOOLS
COLLEGE

BY _____

ST. CHARLES COMMUNITY

BY _____

TITLE _____

TITLE _____



BOARD RESOLUTION

Date: October 31, 2012

Agenda Item : 12-13-18-15

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Purchase of Good

Other Transaction Descriptors: Quote
(i.e.: Sole Source, Ratification)

RFP/Bid #

SUBJECT: To approve a purchase with Baltimore Aircoil Company in the amount of \$12,883.75 and to Motor Control Specialties in the amount of \$2,827.20 to provide equipment that will be installed by in-house staff to upgrade the cooling tower for 801 Administration Building. The work should begin on December 14, 2012 and end on April 15, 2013 at a total cost not to exceed \$15,710.95 which includes a 10% contingency of \$1,428.00. This project will be funded through the HVAC Bond Program.

BACKGROUND: This upgrade is necessary to ensure adequate functioning of the cooling tower to provide proper cooling capacity for the Administration Building. This project will be funded by the HVAC Bond Program. With this project approved, the balance of the HVAC Bond Program budget is \$1,607,010.65.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

Fund Source: 909-2624-905-HE-909-6522	HVAC	Requisition #: TBD
Amount: \$15,710.95		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed \$15,710.95	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600002005 / TBD

Department: Operations

Requestor: Linda C. McKnight

Roger CayCe, Exec. Dir., Operations/Bldg. Comm.

Angela Banks, Budget Director

Leon Fisher, CFO/Treasurer

Mary M. Howlhan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



**BALTIMORE
AIRCOIL COMPANY**

QUOTE

ROGER L ECHELMEIER COMPANY

700 Niehoff Drive; Suite F Eureka, MO 63025 United States

BAC Quote # Q120224039

Project:

Date: 7/25/2012

Contact: Jessica Miller

Email: jessica@echelmeier.com

Phone: 314/576-7646 Fax:

Expiration Date: Quote expires 30 days from date issued

St. Louis Public Schools

3416 Cook Ave, St. Louis, MO, 63106, USA

Customer ID: 35044

Attn: Mike Dobbs

We are pleased to provide you with the following quote for BAC Factory Authorized parts.

SERIAL #	MODEL #	SHIPPING METHOD	LEAD TIME
95400414	15425	Bestway Freight Included	

#	QTY	PART #	DESCRIPTION	UNIT \$	TOTAL \$
1	4	RK240081	Bearing Kit (PB, Ball, Induced Draft)	265.05	1,060.20
2	2	6C2058	Shaft (1-11/16" X 27")	206.34	412.68
3	1	231032	Driver Sheave	214.32	214.32
4	2	RK0887	Driven Sheave & Bush Kit Alum	517.56	1,035.12
7	2	232359	V-BELT 4B120	164.73	329.46
9	1	230574	Driver Bushing	39.90	39.90
TOTAL					\$3,091.68

BAC will do its best to meet or improve the scheduled ship date. However, circumstances beyond our control may cause this ship date to change. In the event that it does change, BAC will not be held liable for any damages that may occur. BAC's standard "Terms and Conditions of Sale" apply to this order and may be viewed at www.BaltimoreAircoil.com/terms.

Notes:

- Prices are quoted in USD currency.
- The Quote number is required to place an order.
- The unit Serial and Model numbers are required to help ensure that the proper parts are ordered.
- A Purchase Order (made out to Baltimore Aircoil Company) with Ship To Address, Bill To Address, and Signature must be sent to the above location.
- Minimum order value is \$125 USD (\$150 CAD) for standard part orders -- minimum order value for credit card orders is \$75 USD (\$90 CAD).
- Sales Tax will be added to the final invoice -- if the project is tax exempt, a Certificate will be required.
- Visa, MasterCard, and American Express are accepted for payment up to \$25,000 USD (\$30,000 CAD) -- POs are not required for credit card orders.
- Pricing includes shipment via Bestway Freight Allowed.

THANK YOU FOR YOUR BUSINESS!



**BALTIMORE
AIRCOIL COMPANY**

QUOTE

ROGER L ECHELMEIER COMPANY
700 Niehoff Drive; Suite F Eureka, MO 63025 United States

BAC Quote # Q120224340
Project:
Date: 7/26/2012

Contact: Jessica Miller
Email: jessica@echelmeier.com
Phone: 314/576-7646 Fax:

Expiration Date: Quote expires 30 days from date issued

TO
St. Louis Public Schools
3416 Cook Ave, St. Louis, MO, 63106, USA
Customer ID: 35044
Attn: Mike Dobbs

We are pleased to provide you with the following quote for BAC Factory Authorized parts.

SERIAL #	MODEL #	SHIPPING METHOD	LEAD TIME
95400414	15425	Bestway Freight Included	

#	QTY	PART #	DESCRIPTION	UNIT \$	TOTAL \$
2	1	6E8191M5	VersaCross Fill Kit (with Galv Supports)	8,364.07	8,364.07
				TOTAL	\$8,364.07

BAC will do its best to improve the scheduled ship date. However, circumstances beyond our control may cause this ship date to change. In the event that it does change, BAC will not be held liable for any damages that may occur. BAC's standard "Terms and Conditions of Sale" apply to this order and may be viewed at www.BaltimoreAircoil.com/terms.

Notes:

- Prices are quoted in USD currency.
- The Quote number is required to place an order.
- The unit, Serial, and Model numbers are required to help ensure that the proper parts are ordered.
- A Purchase Order (made out to Baltimore Aircoil Company) with Ship To Address, Bill To Address, and Signature must be sent to the above location.
- Minimum order value is \$125 USD (\$150 CAD) for standard part orders -- minimum order value for credit card orders is \$75 USD (\$90 CAD).
- Sales Tax will be added to the final invoice -- if the project is tax exempt, a Certificate will be required.
- Visa, MasterCard, and American Express are accepted for payment up to \$25,000 USD (\$30,000 CAD) -- POs are not required for credit card orders.
- Pricing includes shipment via Bestway Freight Allowed.

THANK YOU FOR YOUR BUSINESS!

Motor Control Specialties, Inc.
 11775 Dunlap Industrial Dr.
 Maryland Heights, MO 63043
 USA

Voice: 314-209-0211
 Fax: 314-209-0212

Quoted To:
 ST. LOUIS CITY SCHOOLS
 3416 COOK AVE
 ST. LOUIS, MO 63106
 USA

QUOTATION

Quote Number: MCS Q080112-1MM
 Quote Date: Aug 1, 2012
 Page: 1

Customer ID	Good Thru	Payment Terms	Sales Rep
ST. LOUIS CITY	8/31/12	Net 30 Days	

Quantity	Item	Description	Unit Price	Amount
1.00	ACH550-UH-059A-4	40HP 460VAC N1 VFD <i>for 801 for Good King</i> <i>Adm. PDG.</i> <i>power</i>	2,827.20	2,827.20

Subtotal	2,827.20
Sales Tax	
TOTAL	2,827.20



BOARD RESOLUTION

Date: November 2, 2012
 To: Dr. Kelvin R. Adams, Superintendent
 From: Sheila Smith-Anderson, Exec. Dir., Curr. Instruc

Agenda Item : 12-13-12-16
 Action:

Action to be Approved: Purchase of Good (s)

Other Transaction Descriptors: Sole Source
 (i.e.: Sole Source, Ratification)

SUBJECT: To approve the sole source purchase of one thousand five hundred thirty-six (1,536) NOOK Color e-readers from Barnes & Noble for the We Love Reading Grant. The cost of the purchase will not exceed \$273,408.00.

BACKGROUND: A careful study of the features and costs of various e-readers was conducted during the writing of the grant. In the grant the District specifically identified the NOOK Color from Barnes & Noble as the e-reader with the most promising applications for the grant. Some of these features include: it uses the most current digital technology to make reading more enjoyable; students can create notes, highlight, and bookmark specific passages; and students can quickly and easily look up any word with the built-in dictionary.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.

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

Fund Source: 847-W8-293-2218-6443	Non-GOB	Requisition #:
Amount: \$273,408.00		Requisition #:
Fund Source:		Requisition #:
Amount:		Vendor #: 600003997
Fund Source:		
Amount:		
Cost Not to Exceed: \$273,408.00	<input type="checkbox"/> Pending Funding Availability	

Department: Curriculum and Instruction

Requestor: Cathy Cassy and Barrett Taylor

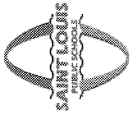
Sheila Smith-Anderson, Exec. Dir., Curr. Instruc

Angela Banks, Budget Director

Leon Fisher, CFO/Treasurer

Dr. Nicole Williams, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Cathy Cassy	Date: October 30, 2012
Department / School: Curriculum & Instruction	Phone Number: 345-2314
<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)	
A careful study of the features and costs of various e-readers was conducted during the writing of the grant application. The committee involved specifically identified the NOOK Color from Barnes & Noble as the e-reader with the most promising applications for the grant.	
Vendor Name: Barnes & Noble	Email: crm2542@bn.com
Vendor Contact: Meaghan Harned	Phone Number: (314) 862-2948
Justification Information	
1. Why the uniquely specified goods are required?	
Based on the committee's recommendation, the NOOK Color was specifically written into the grant application as the e-reader of choice for the grant.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Barnes & Noble is the sole distributor for the NOOK Color.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
4. List the Names of other Vendors contacted & Price Quotes:	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
Department Head	Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

Delivery Date Only one supplier can meet necessary delivery requirements.

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

2. If the Sole Source Criteria is met, then complete the Sole Source Form;

3. If the Sole Source Criteria are not met, then the item must be bid.

Budget Categories	Budget Detail	Year 1	Year 2	Total
Equipment				
	No equipment costs are budgeted.	0	0	0
	Subtotal	0	0	0
Supplies				
	96 e-readers per school x 16 schools x \$178 per e-reader. (Four classroom sets of e-readers will be purchased for each school in order to increase library collections and introduce students to digital learning technologies. One set will be used in the library media center; three sets will be shared among K-2 teachers at each school. All e-readers will be purchased in Year 1 to enable full participation early in the project.)	273,408	0	273,408



BOARD RESOLUTION

Date: November 2, 2012

Agenda Item : 12-13-12-17

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Sheila Smith-Anderson, Exec. Dir., Curr. Instruc

Action to be Approved: Purchase of Good (s)

Other Transaction Descriptors: Sole Source
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the sole source purchase of 17 site licenses and Tier II Technical Support for the Fitnessgram software from Human Kinetics as part of the Aim to Fitness Grant. The cost of the purchase will not exceed \$12,000 for the 2012-13 school year.

BACKGROUND: Fitnessgram software was developed by the highly respected Cooper Institute. The Cooper Institute is dedicated to scientific research in the field of preventive medicine and public health and communicating the results of research to the scientific and medical communities as well as to the general public. Fitnessgram is recommended by the NFL and the St. Louis Rams (one of our partners in the Aim to Fitness Grant) and was specifically written into the grant as a portion of the equipment to be used to accomplish the goals of the grant. Through the National Play 60 program, the 32 NFL markets will use Fitnessgram as the data collection tool for a longitudinal study tracking health-related youth fitness.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.

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

Fund Source: 847-WZ-293-1123-6411	Non-GOB	Requisition #: 10132014
Amount: \$ 12,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost Not to Exceed: \$12,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600002281

Department: Athletics

Leanne White

Requestor: Leanne White

Sheila Smith-Anderson

Sheila Smith-Anderson, Exec. Dir., Curr. Instruc

11/2/2012

Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks

Angela Banks, Budget Director

Leon Fisher

Leon Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

SM



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Margaret L. White	Date: October 25, 2012
Department / School: Curriculum & Instruction	Phone Number: 345-4403
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
<p>Fitnessgram is a fitness assessment and reporting program for youth, first developed in 1982 by the Cooper Institute in response to the need for a comprehensive set of assessment procedures in physical education programs. The assessment includes a variety of health-related physical fitness tests that assess these areas of physical fitness:</p> <ul style="list-style-type: none"> • Aerobic capacity • Muscular strength, muscular endurance, and flexibility • Body composition 	
Vendor Name: Human Kinetics	Email: christinem@hkusa.com
Vendor Contact: Christine Maresh	Phone Number: 217-403-7750
Justification Information	
1. Why the uniquely specified goods are required?	
<p>Fitnessgram is software published by Human Kinetics, who is also the sole-source vendor. The software provides an efficient way for schools and other organizations to perform effective fitness and physical activity assessments on children, provide appropriate feedback to children and parents, and maintain accurate and comprehensive records over time.</p> <p>Fitnessgram is best known for its ability to generate printed reports for each student (a parent version of the report can be generated, too). The Fitnessgram report defines the recommended range of fitness for each test measure—the Healthy Fitness Zone.</p> <p>This software will be used as a data collection tool, capable of generating reports that will fulfill the physical fitness assessment reporting requirements for fitness by DESE.</p>	
2. Why good or services available from other vendors /competitors are not acceptable?	
<p>Human Kinetics is the only vendor that offers this specific software.</p>	
3. Other relevant information if any (i.e., attach manufacturer’s statement verifying exclusive availability of product etc...)	
<p>Fitnessgram was developed by the highly respected Cooper Institute. The Cooper Institute is dedicated to scientific research in the field of preventive medicine and public health and communicating the results of research to the scientific and medical communities as well as to the general public.</p> <p>With assistance and support from the Washington University School of Medicine, project teachers, and the Project Director Fitnessgram software and Activitygram programs will be implemented at each of the 16 participating schools in the 1st Cohort of the AIM for Fitness Project.</p>	
4. List the Names of other Vendors contacted & Price Quotes:	
<p>No other vendors provide this product.</p>	
<i>I certify the above information is true and correct and that I have no financial, personal or other</i>	

beneficial interest in the specified vendor.

Your sole source request will not be approved without the required signatures below:

Department Head	Date
CFO	Date
Superintendent	Date

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.

Fitnessgram® 9 Price Information

1. \$599.00 per school building site license including test kit and free Tier 1 technical support –
 - 16 school sites
 - 1 administrative site

2. Tier II technical support - \$100.00 per school building site license
 - 16 school sites
 - 1 administrative site

FG FITNESSGRAM[®]

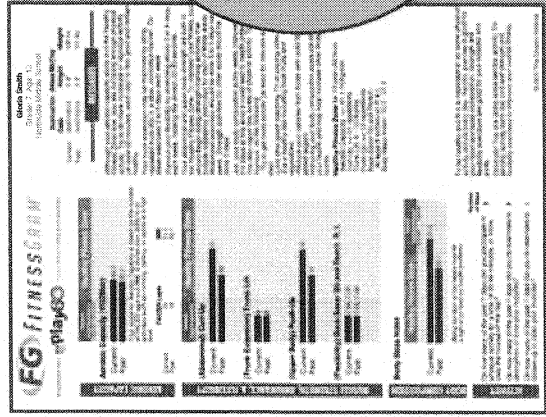
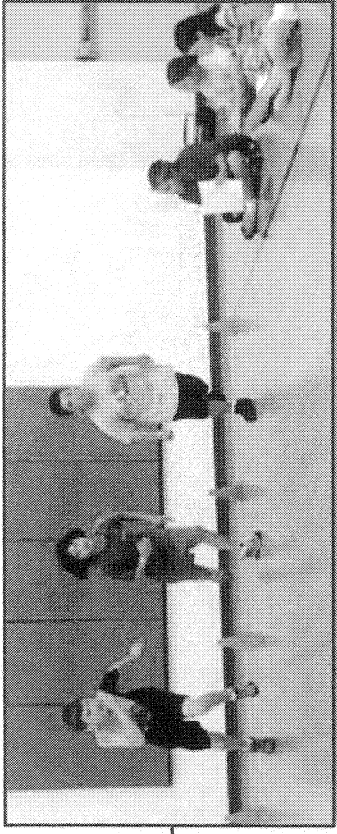
IN PARTNERSHIP WITH



THE NFL MOVEMENT FOR AN ACTIVE GENERATION

ASSESS

Assess student fitness and activity levels



REPORT

Report results to students, parents, and administrators



EDUCATE

Educate your community on the importance of everyday activity and lifelong health and fitness

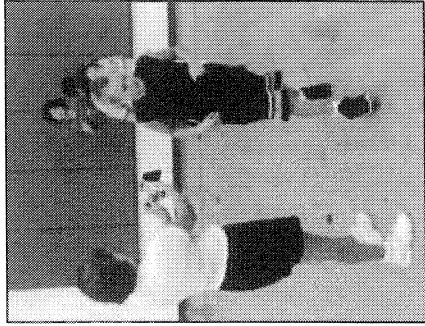
www.Fitnessgram.net



HUMAN KINETICS
The Information Leader in Physical Activity & Health

The **Cooper** Institute

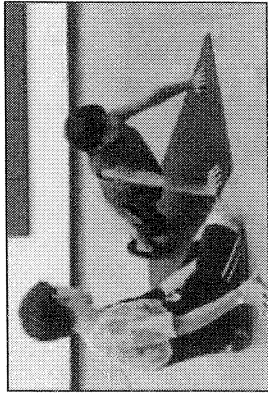
What is Fitnessgram®?



Fitnessgram is a fitness assessment and reporting program for youth, first developed in 1982 by The Cooper Institute in response to the need for a comprehensive set of assessment procedures in physical education programs. The assessment includes a variety of health-related physical fitness tests that assess these areas of physical fitness:

- Aerobic capacity
- Muscular strength, muscular endurance, and flexibility
- Body composition

Scores from these assessments are compared to Healthy Fitness Zone® standards to determine students' overall physical fitness and suggest areas for improvement when appropriate. The Healthy Fitness Zone standards are what make Fitnessgram unique—they are not based on class averages or any other peer comparisons. For more on the Healthy Fitness Zone standards, turn to page 6.



Fitnessgram is software published by Human Kinetics, who is also the sole-source vendor. The software provides an efficient way for schools and other organizations

to perform effective fitness and physical activity assessments on children, provide appropriate feedback to children and parents, and maintain accurate and comprehensive records over time. Today Fitnessgram software has been purchased by more than 45,000 schools and other organizations.

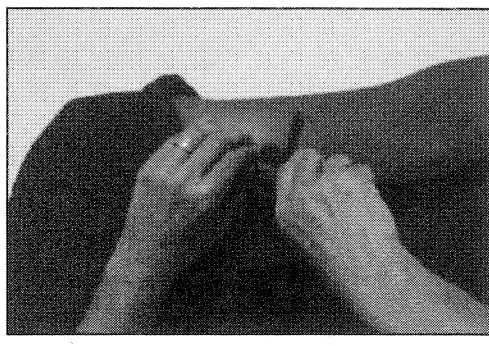
Although it's just one of the features of the software, Fitnessgram is best known for its ability to generate printed reports for each student (a parent version of the report can be generated, too). The Fitnessgram report

New version of Fitnessgram is Web based!

Fitnessgram 9, the latest release of the software, is an entirely Web-based program. Going with Web-based software typically means less time is required of tech staff, and teachers have the convenience of accessing their Fitnessgram data from wherever they have Internet access. Fitnessgram/Activitygram 8, the traditional client-side installed software program, will continue to be available.

For more details on the benefits of Fitnessgram 9, turn to page 12 of this brochure. Additional information is also available at Fitnessgram.net

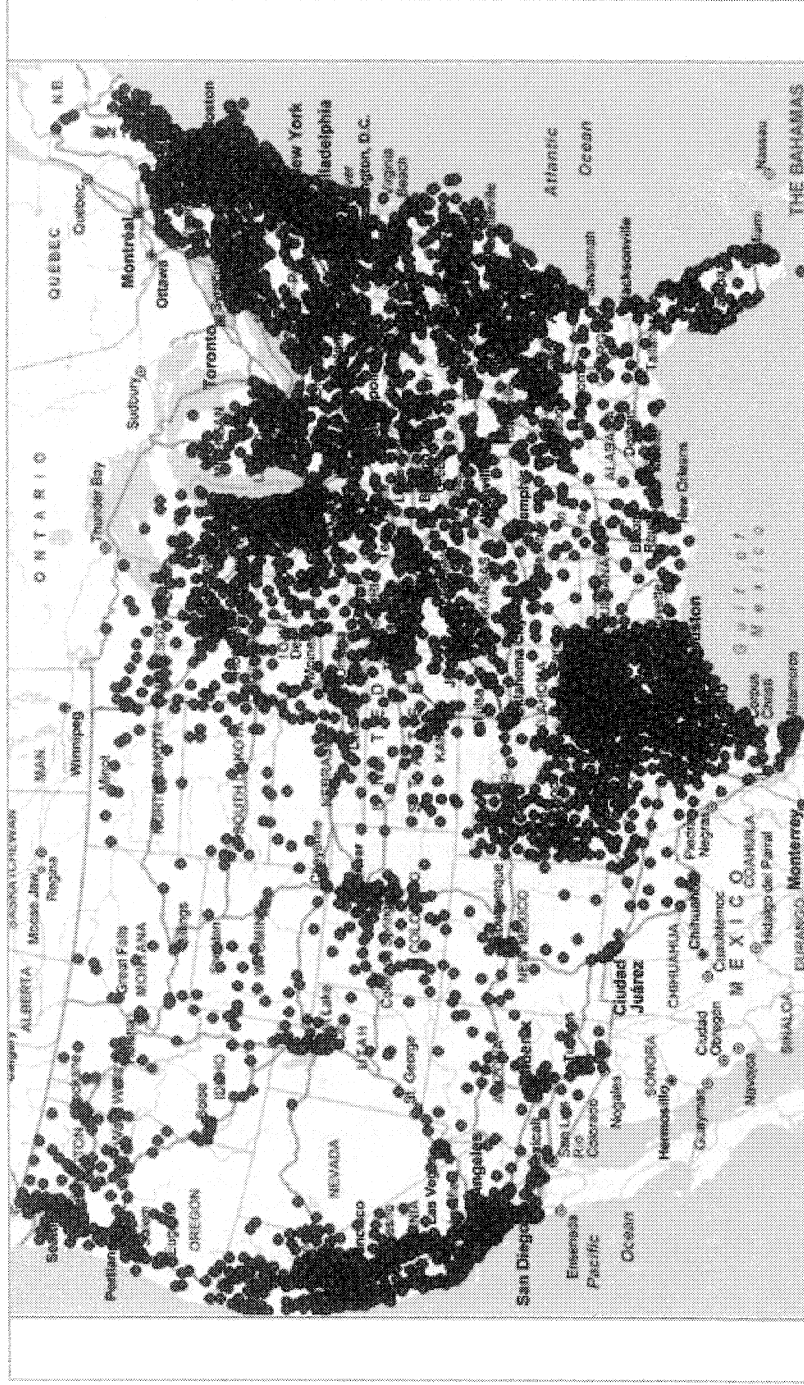
defines the recommended range of fitness for each test measure—the Healthy Fitness Zone. When a child's score falls within the Healthy Fitness Zone, it means the child has achieved a level of fitness associated with being healthy. Teachers and administrators can also generate more advanced statistical reports on the health and fitness of all their students. To explore the Fitnessgram and other reports generated by the software turn to page 7–9 and visit Fitnessgram.net/reports.



Using an easy-to-read format, the Fitnessgram report provides information about a student's level of physical fitness. More important, the report provides personalized suggestions that can help in planning an individualized fitness plan.

Implementing Fitnessgram/Activitygram software can be a large undertaking. It requires the participation of teachers, administrators, and technology staff, but the benefits are immense: Fitnessgram can help a physical education program define its goals and bring everyone on board with those common goals.

Thousands of school districts, schools, and the states of Texas, Delaware, Georgia, North Carolina, and California!



Each dot on this map represents a Fitnessgram purchase (some dots represent multiple purchases). More than 45,000 Fitnessgram licenses and more than 105,000 copies of the test administration manual have been sold.

“It’s the best test for measuring physical fitness. We chose this assessment so parents can see a more detailed analysis of their children’s fitness and use the recommendations provided to improve or maintain their children’s health.”

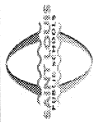
— Nancy Wilson, PhD
Deputy Secretary of Education, Delaware Department of Education

“In its first year, NYC FITNESSGRAM has proven to be a tremendous tool for building students’ understanding of health-related fitness and helping them set achievable fitness goals with their families and educators. I am proud of the leadership demonstrated by our physical education teachers as they embrace accountability for the health, well-being, and success of students. NYC FITNESSGRAM is a cornerstone of our efforts to improve the health and success of our children both inside and outside the classroom.”

—Joel I. Klein
Chancellor, New York City Department of Education

“The Texas Education Agency, after a thorough evaluation, finds that the Fitnessgram meets the requirements for a physical assessment tool as outlined in SB 530. We are happy to work with all parties, including school districts, the state, private groups and others, to implement the Fitnessgram in public schools this school year. We believe this annual fitness assessment will help guide efforts to improve the health of Texas children.”

—Jeff Kloster,
Former Associate Commissioner of Health, Safety and School Readiness, Texas Education Agency



Board Resolution

Date: November 6, 2012 Agenda Item: 17-13-12-18
 To: Dr. Kelvin R. Adams, Superintendent
 From: Leon Fisher, CFO/Treasurer Action: X

Action to be Approved: Financial Report

Other Transaction Descriptors: _____

SUBJECT:

Approve the Monthly Transaction Reports for September and October 2012.

BACKGROUND:

Per board policy and/or directive, the SAB must approve the following transactions: 1) Budget transfers equal to or greater than \$50,000; 2) Budget transfers between funds; 3) Budget transfers involving meeting or travel expenses.

Accountability Plan Goal: Goal III: Facilities, Resources Support Objective/Strategy: III.D.

FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Function) - (Object Code)			
Fund Source:	-	-	-
Amount:	No Cost		
Fund Source:	-	-	-
Amount:	-		
Fund Source:	-	-	-
Amount:	-		
Cost Not to Exceed	No Cost	<input type="checkbox"/>	Pending Funding Availability Vendor #:

Fund Source:	-	-	-
Amount:	No Cost		
Fund Source:	-	-	-
Amount:	-		
Fund Source:	-	-	-
Amount:	-		
Cost Not to Exceed	No Cost	<input type="checkbox"/>	Pending Funding Availability Vendor #:

Fund Source:	-	-	-
Amount:	No Cost		
Fund Source:	-	-	-
Amount:	-		
Fund Source:	-	-	-
Amount:	-		
Cost Not to Exceed	No Cost	<input type="checkbox"/>	Pending Funding Availability Vendor #:

Fund Source:	-	-	-
Amount:	No Cost		
Fund Source:	-	-	-
Amount:	-		
Fund Source:	-	-	-
Amount:	-		
Cost Not to Exceed	No Cost	<input type="checkbox"/>	Pending Funding Availability Vendor #:

Department: Budget


 Angela Banks, Budget Director


 Leon Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Monthly Budget Report
Dates: 09-01-2012 - 09-30-2012
Fiscal Year: 2012 - 2012

110-Incidental

1 SAP Hierarchy Doc #: 0501988984
SAP Entry Doc #: 0501988923

From:	110-2132	-	828-00-110	-	6411	5,000.00-
To:	110-2132	-	828-00-110	-	6383	2,000.00
	110-2132	-	828-00-110	-	6384	3,000.00
Control No:	B1213-0447					
From Amount:	5,000.00-					
To Amount:	5,000.00					

Text: Monies needed to cover out-of-town travel and local meeting expenses

2 SAP Hierarchy Doc #: 0501987527
SAP Entry Doc #: 0501987466

From:	120-1131	-	305-55-120	-	6143	1,010.10-
To:	120-1131	-	305-55-120	-	6231	77.27-
	120-1131	-	305-55-120	-	6261	20.20-
	110-2411	-	305-PR-110	-	6261	20.20
	110-2411	-	305-PR-110	-	6231	77.27
	110-2411	-	305-PR-110	-	6143	1,010.10
Control No:	B1213-0358					
From Amount:	1,107.57-					
To Amount:	1,107.57					

Text: Moving money for metal Detector Extra Service

3 SAP Hierarchy Doc #: 0501987786
SAP Entry Doc #: 0501987725

From:	110-2411	-	186-00-110	-	6411	300.00-
To:	110-2411	-	186-00-110	-	6383	300.00
Control No:	B1213-0399					
From Amount:	300.00-					
To Amount:	300.00					

Text: CONFERENCE: Arts Schools Network Conference // DATE: Oct 16 - 19,
2012 // ATTENDEE: Dr. Amy Phillips // LOCATION: Columbia College,
Chicago, IL

ST. LOUIS BOARD OF EDUCATION

Monthly Budget Report
Dates: 09-01-2012 - 09-30-2012
Fiscal Year: 2012 - 2012

Monthly Budget Report
Dates: 09-01-2012 - 09-30-2012
Fiscal Year: 2012 - 2012

120-INCIDENTAL

1 SAP Hierarchy Doc #: 0501987506
SAP Entry Doc #: 0501987445

From:	To:	Control No:	From Amount:	To Amount:	Text: Appropriating Night School Budgets
110-2552	820-00-110	-	6371	-	64,438.98-
120-1188	125-00-120	-	6261	-	64,438.98
120-1188	168-00-120	-	6261	-	
120-1188	111-00-120	-	6261	-	
120-1188	125-00-120	-	6231	-	
120-1188	168-00-120	-	6231	-	
120-1188	111-00-120	-	6231	-	
120-1188	168-00-120	-	6143	-	
120-1188	111-00-120	-	6143	-	
120-1188	125-00-120	-	6143	-	
B1213-0325					
					20,591.17
					476.67
					476.67
					476.67
					411.82
					411.82
					411.82
					64,438.98-

Monthly Budget Report
Dates: 09-01-2012 - 09-30-2012
Fiscal Year: 2012 - 2012

233-TITLE I IASA 02-03

1 SAP Hierarchy Doc #: 0501989120
SAP Entry Doc #: 0501989059

From:	To:	Control No:	From Amount:	To Amount:
233-1127	233-1127	B1213-0467	980.00-	980.00
- 377-AM-233	- 377-AM-233			
- 6384	- 6383			
				980.00-

Text: EVENT: Conference on Single-Gender Education // LOCATION: Houston, TX
// DATES: October 20 - 21, 2012 // ATTENDEES: James Harris

Monthly Budget Report
Dates: 09-01-2012 - 09-30-2012
Fiscal Year: 2012 - 2012

623-TITLE VI 02-03

1 SAP Hierarchy Doc #: 0501988983
SAP Entry Doc #: 0501988922

From:	To:	Control No:	From Amount:	To Amount:	Text: To fund professional development
623-3411	623-3411	B1213-0446	20,000.00-	20,000.00	
- 838-JI-623	- 838-JI-623				
- 6371	- 6383				
					20,000.00-

Monthly Budget Report
Dates: 09-01-2012 - 09-30-2012
Fiscal Year: 2012 - 2012

910-Capital Proj-Bond

1 SAP Hierarchy Doc #: 0501987715

SAP Entry Doc #: 0501987654

From:	To:	Control No:	From Amount:	To Amount:
910-2629	910-2629	B1213-0390	1,747,568.07-	1,747,568.07
- 905-00-910	- 905-00-910			
- 6333	- 6371			
- 6333	- 6319			
1,432,540.06-	315,028.01-			1,747,568.07

Text: Transfer of Prop S funds to cover the remaining balances approved through 2013 for Kwame and Env Consultants. Kwame: \$940,519.77 // Env. Consultants: \$807,048.30

Monthly Budget Report
Dates: 09-01-2012 - 09-30-2012
Fiscal Year: 2012 - 2012
Fund Summary - Transfers Only

Fund Total From 110-INCIDENTAL To 69,738.98-

Fund Total From 120-TEACHERS FUND To 1,107.57-

Fund Total From 233-TITLE I IASA 02-03 To 980.00-

Fund Total From 623-TITLE VI 02-03 To 20,000.00-

Fund Total From 910-Capital Proj-Bond To 1,747,568.07-

District Total From To 1,839,394.62-

1,839,394.62-
:
1,747,568.07-
:
20,000.00-
:
980.00-
:
1,107.57-
:
69,738.98-

Monthly Budget Report
Dates: 10-01-2012 - 10-31-2012
Fiscal Year: 2012 - 2012

110-TEACHERS FUND

1 SAP Hierarchy Doc #: 0501989311

SAP Entry Doc #: 0501989250

From:	120-1411	-	816-FY-120	-	6143	
To:	110-2411	-	816-FY-110	-	6384	
Control No:	B1213-0652					
From Amount:	2,630.00-					
To Amount:	2,630.00					

Text: To cover costs for security and custodial use at Gateway High School

2 SAP Hierarchy Doc #: 0501989188

SAP Entry Doc #: 0501989127

From:	110-2411	-	125-00-110	-	6411	
To:	110-2411	-	125-00-110	-	6383	
Control No:	B1213-0534					
From Amount:	300.00-					
To Amount:	300.00					

Text: CONFERENCE: ACTE/NCIA Conference // DATE: October 10 - 12, 2012 //
LOCATION: Oklahoma City, OK // ATTENDEE(S): Michael Brown

3 SAP Hierarchy Doc #: 0501989310

SAP Entry Doc #: 0501989249

From:	120-1411	-	168-55-120	-	6143	
To:	120-1411	-	168-55-120	-	6231	
Control No:	B1213-0651					
From Amount:	1,528.35-					
To Amount:	1,528.35					

Text: Funds for afterschool program overtime for ISS and ICA

1,393.84-	
106.63-	
27.88-	
106.63-	
27.88-	
106.63	
1,393.84	

Monthly Budget Report
Dates: 10-01-2012 - 10-31-2012
Fiscal Year: 2012 - 2012

4 SAP Hierarchy Doc #: 0501989408
SAP Entry Doc #: 0501989320

From:	110-2411	-	125-00-110	-	6411	-	1,500.00-
To:	110-2411	-	125-00-110	-	6383	-	1,500.00
Control No:	B1213-0721						
From Amount:	1,500.00-						
To Amount:	1,500.00						

Text: CONFERENCE: North Central Accreditation // DATE: October 23, 2012 // LOCATION: Columbia, MO // ATTENDEE(S): Michael Brown

5 SAP Hierarchy Doc #: 0501989409
SAP Entry Doc #: 0501989320

From:	110-2411	-	125-00-110	-	6411	-	1,500.00-
To:	110-2411	-	125-00-110	-	6383	-	1,500.00-
Control No:	B1213-0721						
From Amount:	3,000.00-						
To Amount:	3,000.00						

Text: CONFERENCE: North Central Accreditation // DATE: October 23, 2012 // LOCATION: Columbia, MO // ATTENDEE(S): Michael Brown

ST. LOUIS BOARD OF EDUCATION

Monthly Budget Report
Dates: 10-01-2012 - 10-31-2012
Fiscal Year: 2012 - 2012

233-TITLE I IASA 02-03

1 SAP Hierarchy Doc #: 0501989189

SAP Entry Doc #: 0501989128

From:	To:	Control No:	From Amount:	To Amount:
233-1127	233-1127	B1213-0535	1,022.73-	1,022.73
- 377-AM-233	- 377-AM-233			
- 6443	- 6541			
	- 6383			
				920.00-
				102.73-
				1,022.73

Text: CONFERENCE: Conference on Single-Gender Education // DATE: October 20
- 21, 2012 // LOCATION: Houston, TX // ATTENDEE(S): James Harris

Monthly Budget Report
Dates: 10-01-2012 - 10-31-2012
Fiscal Year: 2012 - 2012

292-Minif Federal 1112

1 SAP Hierarchy Doc #: 0501989192
SAP Entry Doc #: 0501989131

From:	292-1151	-	816-VM-292	-	6143	-	77,506.66-
	292-1151	-	816-VM-292	-	6319	-	68,870.55-
To:	292-1151	-	816-VM-292	-	6343	-	50.00
	292-1151	-	816-VM-292	-	6344	-	63.55
	292-1151	-	816-VM-292	-	6246	-	413.11
	292-1151	-	816-VM-292	-	6245	-	645.00
	292-1151	-	816-VM-292	-	6242	-	700.00
	292-1151	-	816-VM-292	-	6112	-	12,312.55
	292-1151	-	816-VM-292	-	6241	-	17,669.00
	292-1151	-	816-VM-292	-	6211	-	18,281.00
	292-1151	-	816-VM-292	-	6112	-	39,685.00
	292-1151	-	816-VM-292	-	6111	-	56,558.00

From:

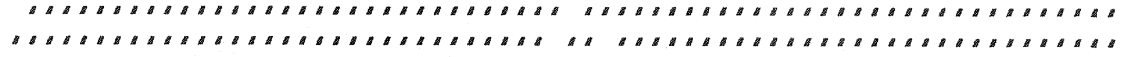
To:

Control No: B1213-0537

From Amount: 146,377.21-

To Amount: 146,377.21

Text: Transfer to cover salaries and benefits.



Monthly Budget Report
 Dates: 10-01-2012 - 10-31-2012
 Fiscal Year: 2012 - 2012

2 SAP Hierarchy Doc #: 0501989219
 SAP Entry Doc #: 0501989158

From: 292-1151 - 976-VM-292 - 6641 - 6641 - 46,746.13-
 To: 293-1151 - 972-VM-293 - 6641 - 46,746.13
 Control No: B1213-0565
 From Amount: 46,746.13-
 To Amount: 46,746.13
 Text: Carry forward of indirect to location 972.

3 SAP Hierarchy Doc #: 0501989318
 SAP Entry Doc #: 0501989257

From: 293-1177 - 183-UG-293 - 6124 - 6319 - 6143 - 241.15-
 To: 293-1177 - 183-UG-293 - 6164 - 6113 - 13,700.00-
 Control No: B1213-0662
 From Amount: 74,109.21-
 To Amount: 74,109.21
 Text: Funds to support Instructional Support Coordinator position and clerical OT

4 SAP Hierarchy Doc #: 0501989321
 SAP Entry Doc #: 0501989257

From: 293-1177 - 183-UG-293 - 6113 - 6124 - 6319 - 6113 - 6164 - 241.15-
 To: 293-1177 - 183-UG-293 - 6113 - 6124 - 6319 - 6113 - 6164 - 241.15-
 Control No: B1213-0662
 From Amount: 13,700.00-
 To Amount: 13,700.00
 Text: Funds to support Instructional Support Coordinator position and clerical OT

Monthly Budget Report
 Dates: 10-01-2012 - 10-31-2012
 Fiscal Year: 2012 - 2012

Control No: 293-1177 - 183-UG-293 - 6113 - 6113 - 6113
 293-1177 - 183-UG-293 - 6124 - 6124 - 6124
 B1213-0662
 From Amount: 148,218.42
 To Amount: 148,218.42
 Text: Funds to support Instructional Support Coordinator position and clerical OT

5 SAP Hierarchy Doc #: 0501989407
 SAP Entry Doc #: 0501989319

From: 293-2122 - 880-VK-293 - 6411 - 6411 - 6411
 To: 293-2122 - 880-VK-293 - 6383 - 6383 - 6383
 B1213-0725
 From Amount: 2,000.00
 To Amount: 2,000.00
 Text: CONFERENCE: MSCA Fall Conference // DATE: November 4 - 6, 2012 // LOCATION: Tan-Tar-A, Missouri // ATTENDEES: Ira Blevens and Fatima Warren

6 SAP Hierarchy Doc #: 0501989304
 SAP Entry Doc #: 0501989243

From: 293-3338 - 840-8S-293 - 6371 - 6371 - 6371
 To: 293-3338 - 840-8S-293 - 6383 - 6383 - 6383
 B1213-0638
 From Amount: 7,000.00
 To Amount: 7,000.00
 Text: Clarissa Ross attending Early Learning Conference, Osage Beach Mo, November 1-2, 2012 / Olivia Roberts attending National Association for the Education of Young Children Annual Conference and Expo, Atlanta, GA, November 7-10, 2012 / Marcia Hayes-Harris attending National Association for the Education of Young Children Annual Conference and Expo, Atlanta, GA, November 7-10, 2012

Monthly Budget Report
Dates: 10-01-2012 - 10-31-2012
Fiscal Year: 2012 - 2012
Fund Summary - Transfers Only

Fund Total From 110-INCIDENTAL To 110-INCIDENTAL 3,300.00-

Fund Total From 120-TEACHERS FUND To 120-TEACHERS FUND 4,158.35-

Fund Total From 233-TITLE I IASA 02-03 To 233-TITLE I IASA 02-03 1,022.73-

Fund Total From 292-Mini Federal 1112 To 292-Mini Federal 1112 828,002.64-

Fund Total From 293-Minifed 1213 To 293-Minifed 1213 157,218.42-

District Total From To 993,702.14- 993,702.14-



Board Resolution

Date: December 4, 2012 **Agenda Item:** 12-13-12-19

To: Dr. Kelvin R. Adams, Superintendent

From: Cheryl VanNoy, Exec. Dir., Technology Services **Action:** X

Action to be Approved: Other Transaction Descriptors: _____

Contract Renewal

Previous Bd. Res.: 12-06-11-22

Prior Year Cost \$ **81,000.00**

SUBJECT:

To approve a contract renewal with GroupBasis, Inc. to continue to provide SAP maintenance and implementation services for the period of January 1, 2013 through December 31, 2013 at a cost not to exceed \$81,000.00.

BACKGROUND:

The District's main Business Information System is the SAP America Enterprise System. SLPS has used the SAP Software System since 1998 and upgraded its license in 2001. GroupBasis provides SAP Technical Support services to the District. Under this agreement, Group Basis will continue to provide on-going SAP Basic support, proactive maintenance, and expert problem resolution in the District's SAP environment.

Accountability Plan Goal: Goal III: Facilities, Resources Support **Objective/Strategy:** III.A.

FUNDING SOURCE: (Location Code) - (Project Code) - (Fund Type) - (Fund Type) - (Function) - (Object Code)			
Fund Source:	981 - 75 - 110 - 2828 - 6319	GOB	Requisition #: 10132482
Amount:	\$ 81,000.00		
Fund Source:	- - - - -		Requisition #:
Amount:			
Fund Source:	- - - - -		Requisition #:
Amount:			
Cost not to Exceed:	\$ 81,000.00	Pending Funding Availability	Vendor #: 600012197

Department: Technology Services

Cheryl Van Noy
 Cheryl VanNoy, Exec. Dir., Technology Services

Mary H. Houlihan
 Mary H. Houlihan, Dep. Supt., Operations

Angela Banks
 Angela Banks, Budget Director

Leon Fisher
 Leon Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final X Quarterly <input type="checkbox"/>	Report Date: December 3, 2012
Dept / School: Information Technology	Reported By: Cheryl VanNoy
Vendor: Group Basis	Vendor #: 600012197
Contract # / P.O. #: 4500155888	Contract Name: SAP maintenance & support
Contract Amount: \$ 81,000.00	Award Date: 12/16/11

Purpose of Contract (Brief Description):
For SAP maintenance and 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 (*please attach additional sheets if necessary*). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory

Category	Rating	Comments (Brief)
Quality of Goods / Services	X5	
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	X5	
	4	
	3	
	2	
	1	
Business Relations	X5	
	4	
	3	
	2	
	1	
Customer Satisfaction	X5	
	4	
	3	
	2	
	1	
Cost Control	X5	
	4	
	3	
	2	
	1	
Average Score	5	Add above ratings: divide the total by the number of areas being rated.

Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.

Please Check Yes No

VENDOR PERFORMANCE REPORT INSTRUCTIONS

- Type of report** Identify if this is a 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** 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

BOARD RESOLUTION

Date: December 7, 2012

Agenda Item : 12-13-12-20

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Sheila Smith-Anderson, Exec. Dir., Curr. Instruc

Action to be Approved: Purchase of Good (\$)

Other Transaction Descriptors: Sole Source
(i.e.: Sole Source, Ratification)

SUBJECT: To approve a sole source purchase from Barnes and Noble for the installation of e-books software to be uploaded on the Nook e-readers at a total combined cost not to exceed \$219,412.48. The "We Love Reading" grant was accepted on November 15, 2012 at the Special Administrative Board Meeting.

BACKGROUND: The selection committee chose fifteen (15) e-books for grade levels kindergarten through grade 2. Two meetings of the selection committee were held to review possible titles for the "We Love Reading" Program. The selections of the committee emphasized non-fiction to support the District's overall literacy mission.

Members of the selection committee was comprised of two (2) principals, the Executive Director of Curriculum and Instruction, Communication Arts curriculum specialists, a librarian, a second grade teacher, and the Director of Youth Services at St. Louis Public Library.

The e-books for purchase from Barnes & Noble are also available from other vendors, such as Scholastic, Inc., Follett Library Resources, and Mackin Educational Resources; however, Barnes & Noble is the only vendor willing to download the books to the Nook e-readers.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.

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

Fund Source: 847-W8-293-2218-6441	Non-GOB	Requisition #: 10132428
Amount: \$219,412.48		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		Vendor #: 600003997
Amount:		
Cost Not to Exceed: \$219,412.48	<input type="checkbox"/> Pending Funding Availability	

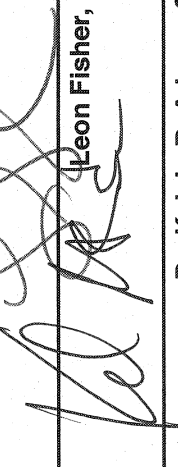
Department: Curriculum & Instruction

Requestor:


Sheila Smith-Anderson, Exec. Dir., Curr. Instruc



Angela Banks, Budget Director



Leon Fisher, CFO/Treasurer


 12/6/2012

Dr. Nicole Williams, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Sheila Smith-Anderson/Linda Riekes	Date: November 21, 2012
Department / School: Curriculum & Instruction	Phone Number: 314-345-4486
<i>Definition: Sole Source is a good or service that is only available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
The selection committee has selected 15 e-books per grade level for a total of 23,040 e-books to be pre-loaded on 1,536 Nooks. Barnes and Noble is able to pre-load the e-books with no additional cost.	
Vendor Name: Barnes & Noble	Email: crm2542@bn.com
Vendor Contact: Meaghan Harned	Phone Number: (314) 862-2948
Justification Information	
1. Why the uniquely specified goods are required?	
Barnes & Noble was selected to be the sole provider of the NOOKs for the "We Love Reading" Program because they are the only vendor who will load the e-books on to the NOOKs at no additional cost.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Other vendors would not load the e-books on to the NOOKs without an additional charge. It would be too labor intensive for SLPS to load the e-books on to 1,536 NOOKs.	
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:	
Scholastic Inc. Follett Library Resources Mackin Educational Resources	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
	12-3-12
Department Head	Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

- One-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.
Prior to checking this box you must complete each of the following tasks:
 - Search the internet for companies providing similar services.
 - Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
 - Document search activities and findings

- Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.
Prior to checking this box you must complete the following task:
 - Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

- Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.
Prior to checking this box you must complete the following task:
 - Document a search for additional suppliers

- Delivery Date** Only one supplier can meet necessary delivery requirements.
Prior to checking this box you must complete each of the following tasks:
 - Document delivery date and quotes from at least two other vendors
 - Document rationale in support of treating the delivery date as mission critical

- Research Continuity** The commodity or service must comply with established District standards and is available from only one supplier.
Prior to checking this box you must complete the following task:
 - Document district adoption of standard (i.e. Textbook adoption)

- Unique Design** The commodity or service must meet physical design or quality requirements and is available from only one supplier.
Prior to checking this box you must complete the following task:
 - Sole supplier (i.e. Regional Distributor)

- Emergency URGENT NEED** for the item or service does not permit soliciting competitive bids, as in cases of emergencies, disasters, etc.
Prior to checking this box you must complete the following task:
 - Complete Emergency Purchase Form

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

DATE: 11/20/2012
 Quotation valid until: 12/20/2012
 Quote Number: 13413704
 District Number: 116

Barnes & Noble Booksellers
 Meaghan Harned
 8871 Ladue Rd
 St. Louis, MO 63124
 314-862-2948
crm2542@bn.com

St. Louis Public Schools
 St. Louis Public Schools
 Sheila Smith-Anderson
 801 N. 11th St
 St. Louis, MO 63101

QUANTITY	ITEM	ITEM PRICE	AMOUNT
Digital content - Kindergarten			
512	Martin's Dream - 9781442426269	\$5.99	\$3,066.88
512	Johnny Appleseed - 9781442426214	\$5.99	\$3,066.88
512	The Earth Book - 9780316186889	\$6.99	\$3,578.88
512	Under Ground - 9781442458833	\$12.99	\$6,650.88
512	Move! - 9780547348476	\$6.63	\$3,394.56
512	Not a Box - 9780061965166	\$10.99	\$5,626.88
512	LMNO Peas - 9781439159040	\$12.99	\$6,650.88
512	Cassie's Word Quilt - 9780449811207	\$6.99	\$3,578.88
512	We March - 9781466810693	\$9.99	\$5,114.88
512	No Two Alike - 9781442436022	\$12.99	\$6,650.88
512	Ten Black Dots - 9780062184818	\$5.99	\$3,066.88
512	Pete the Cat - 9780062111302	\$11.99	\$6,138.88
512	Chicka Chicka Boom Boom - 9781442438910	\$13.99	\$7,162.88
512	Two Friends, Three Stories - 9781466815971	\$2.99	\$1,530.88
512	Shark vs. Train - 9780316212885	\$14.99	\$7,674.88
Kindergarten Subtotal			\$72,954.88

Digital content - 1st Grade			
512	Ten Little Caterpillars - 9781442433861	\$12.99	\$6,650.88
512	Sort it Out! - 2940012287373	\$9.95	\$5,094.40
512	Biblioburro - 9781442440739	\$12.99	\$6,650.88
512	Me...Jane - 9780316210102	\$9.99	\$5,114.88
512	All the Water in the World - 9781442432956	\$12.99	\$6,650.88
512	Frogs! - 9781426312861	\$5.99	\$3,066.88
512	Happy, Healthy Ajay - 9781607344520	\$6.99	\$3,578.88
512	Hello Bumblebee Bat - 9781607340393	\$6.99	\$3,578.88
512	All the World - 9781442436725	\$12.99	\$6,650.88
512	Frog and Toad Are Friends - 9780061974106	\$3.79	\$1,940.48
512	Art and Max - 9780547740164	\$17.99	\$9,210.88
512	Tikki Tikki Tembo - 9781466824515	\$9.99	\$5,114.88
512	Frederick - 9780307978165	\$9.99	\$5,114.88
512	Zorno the Rabbit - 9780547351872	\$5.81	\$2,974.72

512	Stars - 9781442435780	\$12.99	\$6,650.88
		1st Grade subtotal	
			\$78,044.16
Digital content -2nd Grade			
512	The Grapes of Math - 9780545337557	\$6.99	\$3,578.88
512	Mama Miti - 9781442459021	\$12.99	\$6,650.88
512	Mummies - 9781426313004	\$5.99	\$3,066.88
512	Uncle Jed's Barber Shop - 9781442443648	\$12.99	\$6,650.88
512	Man Gave Names to All the Animals - 9781402785191	\$5.99	\$3,066.88
512	Planets - 9781426313172	\$5.99	\$3,066.88
512	Fireboat - 9781101539750	\$12.99	\$6,650.88
512	Day the Dinosaurs Died - 9780062038586	\$4.99	\$2,554.88
512	Beautiful Blackbird - 9781442436862	\$12.99	\$6,650.88
512	Nubs - 9780316184083	\$9.99	\$5,114.88
512	Red Sings From Treetops - 9780547562131	\$9.76	\$4,997.12
512	Paco and the Giant Chile Plant - 9781936402410	\$1.99	\$1,018.88
512	Alexander and the Terrible...Day - 9781442463165	\$12.99	\$6,650.88
512	Chirchir is Singing - 9780307817914	\$10.99	\$5,626.88
512	Friday the Scaredy Cat 9781442435162	\$5.99	\$3,066.88
		\$0.00	\$0.00
		2nd Grade Subtotal	
			\$68,413.44

512	Stars - 9781442435780	\$12.99	\$6,650.88
		1st Grade subtotal	
			\$78,044.16
Digital content -2nd Grade			
512	The Grapes of Math - 9780545337557	\$6.99	\$3,578.88
512	Mama Miti - 9781442459021	\$12.99	\$6,650.88
512	Mummies - 9781426313004	\$5.99	\$3,066.88
512	Uncle Jed's Barber Shop - 9781442443648	\$12.99	\$6,650.88
512	Man Gave Names to All the Animals - 9781402785191	\$5.99	\$3,066.88
512	Planets - 9781426313172	\$5.99	\$3,066.88
512	Fireboat - 9781101539750	\$12.99	\$6,650.88
512	Day the Dinosaurs Died - 9780062038586	\$4.99	\$2,554.88
512	Beautiful Blackbird - 9781442436862	\$12.99	\$6,650.88
512	Nubs - 9780316184083	\$9.99	\$5,114.88
512	Red Sings From Treetops - 9780547562131	\$9.76	\$4,997.12
512	Paco and the Giant Chile Plant - 9781936402410	\$1.99	\$1,018.88
512	Alexander and the Terrible...Day - 9781442463165	\$12.99	\$6,650.88
512	Chirchir is Singing - 9780307817914	\$10.99	\$5,626.88
512	Friday the Scaredy Cat 9781442435162	\$5.99	\$3,066.88
		\$0.00	\$0.00
		\$0.00	\$0.00
		2nd Grade Subtotal	
			\$68,413.44

We Love Reading Grant Year 1 2012-2013

- Clusters 1, 2, 3

Cluster 1,2,3	SCHOOL BELL TIME	ADDRESS PHONE #	PRINCIPAL
1	Ashland Elementary	3921 No. Newstead, 63115	Lisa Brown
3	8:05-3:02	385-4767	
2	Columbia Elementary	3120 St. Louis Ave, 63103	Carrie Collins
3	8:05-3:02	533-2750	
3	Dunbar Elementary	1415 N. Garrison, Ave., 63106	Carla Cunnigan
3	8:15-3:12	533-2526	
4	Hamilton Elementary	5819 Westminster Place, 63112	Starlett Frenchie
3	8:05-3:02	367-0552	
5	Hodgen Elementary	1616 California, 63104	Regina Hasty
1	9:20-4:17	771-2539	
6	Jefferson Elementary	1301 Hogan St., 63106	Nathalie Means
3	8:05-3:02	231-2459	
7	Laclede Elementary	5821 Kennerly Ave., 63112	Daisy Fisher
2	8:15-3:12	385-0546	
8	Lyon Acad. Basic Inst.	516 Loughborough, 63111	Isakli Ingrid
1	8:05-3:02	353-1349	
9	Mann Elementary	4047 Juniata St., 63116	Nicole Conaway
3	8:05-3:02	772-4545	
10	Meramec Elementary	2745 Meramec St., 63118	LaKena Curtis
1	9:10-4:07	353-7145	
11	Nance Elementary	8959 Riverview Blvd., 63147	Monica Miller
1	8:05-3:02	867-0634	
12	Oak Hill Elementary	4300 Morganford Rd., 63116	Karessa Morrow
1	9:10-4:07	481-0420	
13	Sigel Elementary	2050 Allen Ave., 63104	Evelyn Woods
3	9:10-4:07	241-1533	
14	Walbridge Elementary	5000 Davison Ave., 63120	Cynthia Harrison-Lewis
3	8:05-3:02	383-1829	
15	Washington Montessori	1130 N. Euclid, 63113	DeAndrea Torrey
1	9:10-4:07	361-0432	
16	Woodward Elementary	6131 Leona, 63111	Kimberly Austin
1	9:10-4:07	481-8585	



BOARD RESOLUTION

Date: December 3, 2012
 To: Dr. Kelvin R. Adams, Superintendent
 From: John Windom, Exec. Director, Full Service Schools

Agenda Item : 12-13-12-21

Action:

Action to be Approved:
 Acceptance of Funds/Funding

Other Transaction Descriptors:
 (i.e.: Sole Source, Ratification)

SUBJECT: To approve the acceptance of grant funds from the Community Development Administration of \$372,000.00. These funds will support the Community Education program in the calendar year January 1, 2013 through December 31, 2013.

BACKGROUND: The Community Education program has received notification from the Community Development Administration of a grant award of \$372,000.00 for the calendar year 2013. The amount reflects its share of continuing support for the program.

The District is committed to match the amount of the award.

Accountability Plan Goals: Goal IV: Parent Community Involvement

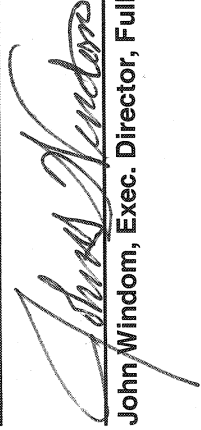
Objective/Strategy: IV4.A& IV4.B

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

Fund Source:	827-00-263-1671-6371	Non-GOB	Requisition #:
Amount:	\$372,000.00		
Fund Source:			Requisition #:
Amount:			
Fund Source:			Requisition #:
Amount:			
Cost Not to Exceed:	<input type="checkbox"/> Pending Funding Availability		Vendor #:
\$372,000.00			

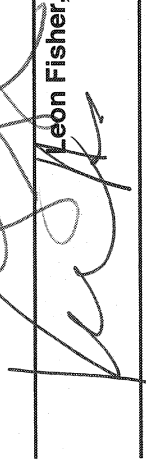
Department: Community Education

Requestor:


 John Windom, Exec. Director, Full Service Schools

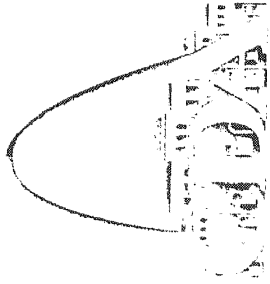


Angela Banks, Budget Director



Leon Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



City of St. Louis
COMMUNITY DEVELOPMENT ADMINISTRATION

Francis G. Slay
Mayor

Jeff Claybour
Acting Executive Director

November 19, 2012

Mr. John Windom
St. Louis Board of Education
801 North 11th Street
St. Louis, MO 63101

RE: Contract #13-10-60
Community Education Centers

Dear Mr. Windom:

Please be advised that the City of St. Louis Board of Aldermen and Board of Estimate and Apportionment have approved the activities and funding allocations that were submitted in CDA's 2013 Action Plan to the U. S. Department of Housing and Urban Development on November 15, 2012. A 2013 budget amount of \$372,000 has been set for your organization.

Enclosed with this letter please find five (5) copies of the 2013 contract and the contract cover letter from your monitor. It is imperative that contracts and all related attachments are returned to CDA no later than December 7, 2012.

As in previous years, there is considerable uncertainty regarding the overall program funding for 2013 on the federal level. Under the best scenario, funding will remain relatively level in 2013. However, if the City's CDBG and/or HOME allocations are cut, CDA may unfortunately have to reduce the budget amount for your organization after the contracts have been executed (pursuant to Section 5 of the contract). We know that many of you rely totally on CDBG funding for payroll and other operations. CDA strongly encourages you to continue to prudently operate your programs and to aggressively pursue additional funding sources.

For 2013, CDA, along with several other City departments, have been given explicit guidance from the City Counselor, which strictly mandates that contracts be executed prior to the beginning of the funding period. This means that your organization will unfortunately not be able to receive reimbursement for any expenses incurred prior to the contract execution date. We urge you to take this change in policy very seriously and obtain all required board signatures in an expedient manner.

Mr. John Windom
St. Louis Board of Education
November 19, 2012
Page 2 of 2

In order to expedite the contract execution process, CDA no longer includes personnel schedules in its contracts. If your organization plans to request reimbursement for personnel related costs, you must submit the initial personnel schedule to your assigned program monitor at least two weeks prior to the anticipated request for reimbursement.

Please also note that CDA will continue to implement measures from 2012, including but not limited to those pertaining to salary and benefit increases, new hires and procurement checklists.

I look forward to working with your organization in 2013. Please feel free to contact our Monitoring Supervisor, Alana Green or me if you have any questions.

Sincerely,



Jill Claybour
Acting Executive Director

Enclosures

January 17, 2013



Board Resolution

Agenda Item: 01-17-13-01

Date: December 4, 2012

To: Dr. Kelvin R. Adams, Superintendent

From:

Action: X

Action to be Approved:

Financial Report

Other Transaction Descriptors: _____

SUBJECT:

Approve the Monthly Transaction Report for November 2012.

BACKGROUND:

Per board policy and/or directive, the SAB must approve the following transactions: 1) Budget transfers equal to or greater than \$50,000; 2) Budget transfers between funds; 3) Budget transfers involving meeting or travel expenses.

Accountability Plan Goal: Goal III: Facilities, Resources Support Objective/Strategy: III.D.

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

Fund Source:	-	-	-	-	Requisition #:
Amount:	No Cost				
Fund Source:	-	-	-	-	Requisition #:
Amount:					
Fund Source:	-	-	-	-	Requisition #:
Amount:					
Cost Not to Exceed	No Cost				Pending Funding Availability Vendor #:

Department: Budget


Angela Banks, Budget Director


Leon Fisher, CEO/Treasurer



Mary M. Houlihan, Dep., Supt., Operations

Dr. Kelvin R. Adams, Superintendent



110-INCIDENTAL

1 SAP Hierarchy Doc #: 0502001898

SAP Entry Doc #: 0502001792

From: 110-2411 - 186-00-110 - 6411 - 250.00-

To: 110-2411 - 186-00-110 - 6383 - 250.00

Control No: B1213-0806

From Amount: 250.00-

To Amount: 250.00

Text: CONFERENCE: Missouri School Counselor Association Conference // DATE: 11/02 - 11/06/2012 // LOCATION: St. Louis, MO // ATTENDEES: Shawna Cunningham and Brenda Kelly

2 SAP Hierarchy Doc #: 0502001899

SAP Entry Doc #: 0502001793

From: 110-2411 - 144-00-110 - 6411 - 137.00-

To: 110-2411 - 144-00-110 - 6384 - 60.00

Control No: B1213-0807

From Amount: 137.00-

To Amount: 137.00

Text: EVENT: Football game // DATE: 09/21 - 09/22/2012 // LOCATION: Charleston, MO // ATTENDEES: Cleveland Football Team Funds also for payment for Advanced Missouri Workshop payment for 09/12 - 09/13 for Dr. Viviano and Victoria Sheering

3 SAP Hierarchy Doc #: 0502001901

SAP Entry Doc #: 0502001795

From: 110-2522 - 820-00-110 - 6319 - 67,200.00-

To: 110-2514 - 970-00-110 - 6381 - 67,200.00

Control No: B1213-0810

From Amount: 67,200.00-

To Amount: 67,200.00

Text: To support CSD membership invoice

Monthly Budget Report
Dates: 11-01-2012 - 11-30-2012
Fiscal Year: 2012 - 2012

4 SAP Hierarchy Doc #: 0501989436
SAP Entry Doc #: 0501989341

From:	110-2624	-	905-00-110	-	6149
To:	110-2622	-	905-00-110	-	6166
Control No:	B1213-0753				
From Amount:	68,800.00-				
To Amount:	68,800.00				

Text: Transfer of funds to cover overtime expenses for remainder of FY12-13

5 SAP Hierarchy Doc #: 0501989435
SAP Entry Doc #: 0501989340

From:	110-2624	-	905-00-110	-	6149
To:	110-2624	-	905-00-110	-	6165
Control No:	B1213-0752				
From Amount:	70,200.00-				
To Amount:	70,200.00				

Text: Transfer of funds to cover overtime expenses for remainder of FY12-13

6 SAP Hierarchy Doc #: 0501989437
SAP Entry Doc #: 0501989342

From:	110-2624	-	905-00-110	-	6166
To:	110-2624	-	905-00-110	-	6165
Control No:	B1213-0752				
From Amount:	57,800.00-				
To Amount:	57,800.00				

Text: Transfer of funds to cover overtime expenses for remainder of FY12-13

Monthly Budget Report
Dates: 11-01-2012 - 11-30-2012
Fiscal Year: 2012 - 2012

120-INCIDENTAL

1 SAP Hierarchy Doc #: 0501989413
SAP Entry Doc #: 0501989323

From:	110-2411	-	448-00-110	-	6342
To:	120-1127	-	448-55-120	-	6261
	120-1127	-	448-55-120	-	6231
	120-1127	-	448-55-120	-	6143
Control No:	B1213-0724				
From Amount:	419.73-				
To Amount:	419.73				
Text: To cover cost of extra service hours in the After School Tutoring Program at Dunbar					

2 SAP Hierarchy Doc #: 0502001890
SAP Entry Doc #: 0502001786

From:	110-2832	-	990-00-110	-	6111
To:	120-2832	-	990-00-120	-	6111
Control No:	B1213-0793				
From Amount:	6,307.70-				
To Amount:	6,307.70				
Text: Moving budget to correct salary line item					

Monthly Budget Report
Dates: 11-01-2012 - 11-30-2012
Fiscal Year: 2012 - 2012

233-TITLE I IASA 02-03

1 SAP Hierarchy Doc #: 0501994486
SAP Entry Doc #: 0501994382

From:	233-2213	-	824-BS-233	-	6371	-	2,500.00-
To:	233-2213	-	824-BS-233	-	6383	-	2,500.00
Control No:	B1213-0795						
From Amount:	2,500.00-						
To Amount:	2,500.00						

Text: Transfer needed to cover the travel expenses for Pauline Moley.

2 SAP Hierarchy Doc #: 0502001892
SAP Entry Doc #: 0501994382

From:	233-2213	-	824-BS-233	-	6371	-	2,500.00-
To:	233-2213	-	824-BS-233	-	6371	-	2,500.00
Control No:	B1213-0795						
From Amount:	5,000.00-						
To Amount:	5,000.00						

Text: Transfer needed to cover the travel expenses for Pauline Moley.

Monthly Budget Report

Dates: 11-01-2012 - 11-30-2012

Fiscal Year: 2012 - 2012

293-Minited 1213

1 SAP Hierarchy Doc #: 0501989412

SAP Entry Doc #: 0501989319

From:	To:	Control No:	From Amount:	To Amount:
293-2122	293-2122	B1213-0725	4,000.00-	4,000.00
- 880-VK-293	- 880-VK-293			
- 6411	- 6383			
- 6383	- 6411			
- 293-2122	- 6383			
- 880-VK-293	- 293-2122			
- 6411	- 880-VK-293			
- 293-2122	- 6411			
- 2,000.00-	- 2,000.00			
- 2,000.00	- 2,000.00			
- 2,000.00	- 2,000.00			

Text: CONFERENCE: MSCA Fall Conference // DATE: November 4 - 6, 2012 // LOCATION: Tan-Tar-A, Missouri // ATTENDEES: Ira Bivens and Fatima Warren

Monthly Budget Report
Dates: 11-01-2012 - 11-30-2012
Fiscal Year: 2012 - 2012

733-FOUND CONTRI INCID 0

1 SAP Hierarchy Doc #: 0501989459
SAP Entry Doc #: 0501989359

From:	733-2331	-	825-VG-733	-	6384	-	50,000.00-
To:	733-2331	-	825-VG-733	-	6319	-	50,000.00-
Control No:	B1213-0772						
From Amount:	50,000.00-						
To Amount:	50,000.00						

Text: To cover contract expenses of Dr. Ronald Ferguson who will be working with district-wide staff regarding closing achievement gap

Monthly Budget Report
Dates: 11-01-2012 - 11-30-2012
Fiscal Year: 2012 - 2012

910-Capital Proj-Bond

1 SAP Hierarchy Doc #: 0502001917

SAP Entry Doc #: 0502001809

From:	To:	Control No:	From Amount:	To Amount:	Text:
910-2629	910-2629	B1213-0822	433,650.00-	433,650.00	To purchase 500 additional Dell Optiplex 790 Desktop Computers @ \$867.30/ea
905-00-910	905-00-910		- 6333	- 6443	
			433,650.00-	433,650.00	

Monthly Budget Report
Dates: 11-01-2012 - 11-30-2012
Fiscal Year: 2012 - 2012
Fund Summary - Transfers Only

Fund Total From 110-INCIDENTAL	To	110-INCIDENTAL	:	271,114.43-
Fund Total From 120-TEACHERS FUND	To	120-TEACHERS FUND	:	0.00
Fund Total From 233-TITLE I IASA 02-03	To	233-TITLE I IASA 02-03	:	5,000.00-
Fund Total From 293-Minifed 1213	To	293-Minifed 1213	:	2,000.00-
Fund Total From 733-FOUND CONTRI INCID 0	To	733-FOUND CONTRI INCID 0	:	50,000.00-
Fund Total From 910-Capital Proj-Bond	To	910-Capital Proj-Bond	:	433,650.00-
District Total From	To		:	761,764.43-



BOARD RESOLUTION

Date: December 7, 2012
 Agenda Item : 01-17-13-02

To: Dr. Kelvin R. Adams, Superintendent
 Action:

From: Timothy Murrell, Exec. Dir., Career Technical Ed

Action to be Approved: **Other Transaction Descriptors:** Ratification
 Agency/Partnership Agreement (i.e.: Sole Source, Ratification)

SUBJECT: To ratify an agency agreement with St. Louis Community College to provide an instructor, as well as students from the Community College, to partner with SLPs for the Federal Aviation Administration (FAA) airframe and power mechanics program (A&P) at Gateway STEM High School for the period August 13, 2012 through June 30, 2014. There will be no cost to the District.

BACKGROUND: The partnership will allow juniors and seniors in the Gateway STEM Aviation Program to earn college credit and FAA credentials (A&P Certification) prior to high school graduation.

Accountability Plan Goals: Goal 1: Student Performance Objective/Strategy: I.A.

FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -10 Fund Type - 2218 Function- 6411 Object Code)

Fund Source:		Requisition #:	
Amount:		Requisition #:	
Fund Source:		Requisition #:	
Amount:		Requisition #:	
Fund Source:		Requisition #:	
Amount:		Vendor #:	
\$ 0.00	<input type="checkbox"/> Pending Funding Availability		

Department: Career and Technical

Requestor:

Timothy Murrell
 Timothy Murrell, Exec. Dir., Career Technical Ed

12/6/2012

Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks
 Angela Banks, Budget Director

Leon Fisher
 Leon Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

AGENCY AGREEMENT
BETWEEN
St. Louis Public School SLPS
AND

The Junior College District of St. Louis City-St. Louis County
a/k/a St. Louis Community College

THIS AGENCY AGREEMENT (“Agreement”) is made and entered into as of the 15th day of November, 2012, by and between the St. Louis Public School SLPS (“SLPS”), a school SLPS organized and existing under the laws of the state of Missouri and the Junior College District of St. Louis City-St. Louis County, a/k/a St. Louis Community College (“Agency”), a not-for-profit corporation organized and existing under the laws of the state of Missouri.

WHEREAS, the SLPS desires to provide Airframe and Power Plant Mechanics Program proposed by the Agency and the Agency represents and warrants to the SLPS that the Agency has the requisite expertise and resources to perform its obligations under this Agreement.

WHEREAS, SLPS has a long standing Airframe and Power Mechanics Program (“A&P”) serving high school Career and Technical Education students at Gateway STEM High school, and

WHEREAS, SLPS has facilities and equipment necessary to offer such a program and the facilities and program have been approved for this purpose by the Federal Aviation Administration (“FAA”), and

WHEREAS, Agency has developed and Aerospace Institute that offers a variety of courses to serve the aerospace manufacturing and services and desires to expand its offerings to include A&P,

NOW THEREFORE, the Agency and SLPS agree to offer a cooperative Airframe and Power Plant Mechanics Program and SLPS and the Agency agree to the terms and conditions set forth below and in accompanying Exhibits, if any, attached hereto and incorporated herein. The Agency’s proposal for services or like document is attached and is considered an Exhibit.

Article 1. SCOPE OF SERVICES

The Agency agrees to provide and fully execute the following services as outlined below and as further detailed in any Exhibits.

See Exhibit 1 Attached and incorporated herein

Article 2. LOCATION OF SERVICES

The Agency will provide the services described above at the following location.

Site: Gateway STEM High School

Address: 5101 McRee Avenue, Saint Louis, MO 63110

Contact Person: Dr. Elizabeth Bender, Principal

Telephone Number: (314) 776-3300

The SLPS's contact person hereunder is: Mr. Tim Murrell, Executive Director, Career and Technical Education, at (314) 345-4530.

Article 3. TERM AND TERMINATION

- 3.1 **Term.** The term of this Agreement ("Term") shall commence on the 13th day of August, 2012 and shall be completed on the 30th day of June 2014, unless terminated earlier in accordance with the terms and conditions set forth herein.
- 3.2 **Termination without Cause.** This Agreement may be terminated without cause by either party by giving written notice of the intent to terminate at least thirty (30) days before the termination date set out in the notice.
- 3.3 **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for five (5) days following receipt of written notice from the objecting party.

Article 4. APPROVAL CONDITIONS

- 4.1 **Board Approval.** It may be necessary to obtain the approval of the SLPS's Special Administrative Board for this Agreement. If so, the Agency understands and agrees that the obligations of the SLPS are conditioned upon, and subject to, such approval. The SLPS will promptly notify the Agency of the approval or disapproval of the Special Administrative Board. The Agency understands that the SLPS shall not be obligated under this Agreement prior to approval by the Special Administrative Board. In the event of non-approval, the Agreement will not become effective and neither party will have any obligations to the other party arising out of the Agreement.
- 4.2 **Executed Agreement.** This Agreement will not become effective unless and until an understanding is reached between the parties and the Agreement has been fully-executed. The Agency understands and agrees that the obligations of the SLPS are conditioned upon, and subject to, such execution.

Article 5. AGENCY

5.1 **Agency Status.** The parties agree the terms of this Agreement do not constitute a formation of a partnership, joint venture, employer-employee, or other relationship and no form of agency exists between the parties. The Agency represents and warrants that it is now and shall remain a separate and independent entity from the SLPS. Accordingly, no employee, contractor, subcontractor, agent, or representative ("Personnel") of the Agency shall be deemed to be the employee, contractor, subcontractor, agent, or representative of the SLPS and at no time shall any such employee, contractor, subcontractor, agent, or representative of the Agency hold himself or herself out to be an employee of the SLPS. The SLPS will not provide any retirement benefits, life insurance, vacation benefits, health benefits, or similar benefits that are afforded to permanent SLPS employees to the Personnel of the Agency. Further, the Agency will be solely responsible to train, hire, supervise, discipline, and terminate the Agency's Personnel. The Agency shall also be solely responsible for paying all invoice taxes, FICA, FUTA, and other tax liabilities for its Personnel. Finally, the Agency will be solely responsible for any acts or omissions of its Personnel and agrees to be liable consistent with the terms of Article 10.

Article 6. AGENCY'S PERSONNEL

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

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

6.3 **Background Checks.** All Personnel and providing services under this Agreement, and all students of the Agency participating in the Airframe and Power Mechanics Program that may in any way come into contact with students must undergo background checks consistent with those used by the SLPS and state-licensed facilities; all such checks must be performed and passed prior to any Personnel providing any services hereunder. At a minimum, checks hereunder shall include a Department of Family Services background check, a criminal background check, and fingerprinting. The cost of all such background checks shall be borne by the Agency and the SLPS shall not be liable for such cost under any circumstance. Within three (3) days of a written request by the SLPS, the

Agency agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.

- 6.4 **Removal of the Agency's Personnel.** The Agency understands and agrees that the SLPS shall have the exclusive oversight of any interaction with SLPS students and it shall be at the sole discretion of the SLPS to determine the appropriateness of such. If the SLPS determines that any of the Agency's Personnel is not providing satisfactory service, or if any issues of behavior or inappropriate conduct or similar concerns occur, the SLPS shall notify the Agency in writing and the Agency shall remove that individual from his/her service for SLPS.

Article 7. AGENCY'S REPRESENTATIONS AND WARRANTIES

- 7.1 **State Registration.** The Agency is a political subdivision of the State of Missouri and, therefore, has the proper authority to perform services under this Agreement.
- 7.2 **Non-Discrimination.** During the performance of the Agency's obligations under this Agreement, the Agency agrees that it will not discriminate against any person on the basis of religion, color, ethnic group identification, sex, sexual orientation, age, physical or mental disability, or other protected class status.
- 7.3 **Compliance with Laws.** During the performance of the Agency's obligations under this Agreement, the Agency agrees to conduct its activities hereunder in strict compliance with all applicable federal, state, and local laws, as well as the policies and procedures of the SLPS.

Article 8. CONFIDENTIALITY

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

8.2 **Student Information.** The Agency acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students. Both during the term of this Agreement and thereafter, the Agency covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the SLPS. The Agency covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Agency covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the SLPS hereunder or by law. Finally, the Agency covenants and agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act ("FERPA").

8.3 **Student Education/Medical Records.** The Agency acknowledges that it shall now, and in the future may, have access to and contact with the education and/or medical records of students. Both during the term of this Agreement and thereafter, the Agency covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the SLPS. The Agency covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Agency covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the SLPS hereunder or by law. Finally, the Agency covenants and agrees that any access to the education records of any student shall be in compliance with FERPA and any access to the medical records of any student shall be in compliance with the Health Insurance Portability and Accountability Act of 1996.

Article 9. INSURANCE

9.1 **Workers' Compensation.** The Agency agrees to maintain and pay for workers' compensation insurance and employer's liability throughout the term of this Agreement for its employees in amounts as required under any workers' compensation or similar law in the jurisdiction where the above referenced services are performed.

9.2 **No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to any of the parties under applicable state governmental immunities law.

Article 10. LIABILITY RESPONSIBILITY

- 10.1 **Liability.** Each party to this agreement shall be solely responsible for any and all actions, suits, damages, liability, or other proceedings brought against it as a result of the alleged negligence, misconduct, error, or omission of any of its officers, agents, or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims and both parties shall continue to enjoy all rights, claims, and defenses available to it under law, to specifically include Mo. Rev. Stat. §537.600, et seq.
- 10.2 **No Waiver.** The foregoing provisions shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability provided or available to any of the parties under applicable state governmental immunities law.

Article 11. GENERAL

- 11.1 **Successors and Assignments.** The Agency and its partners, successors, executors, administrators, and representatives are bound to the SLPS in respect to all terms, covenants, agreements, and obligations hereunder. This Agreement shall not be assigned by either party without the prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- 11.2 **Governing Law.** This Agreement is governed by and constructed in accordance with the laws of the state of Missouri without regard to any conflict of laws provision. Any action arising under this Agreement shall be brought exclusively in the Circuit Court for the City of St. Louis, and SLPS and Agency explicitly waive any objection to venue in such court.
- 11.3 **Amendments.** The Agreement may be altered, amended, changed, or modified only by agreement in writing executed by a representative from the SLPS and the Agency who is authorized to so execute.
- 11.4 **Entire Agreement.** This Agreement and any Exhibits hereto shall constitute the entire understanding of the parties as to the subject matter hereof and supersedes all prior agreements, discussions, and correspondence pertaining to the subject matter hereof. Any preprinted terms and conditions on any order, invoice, or statement hereunder by either party will be of no force and effect. This Agreement, together with any Exhibits, may not be amended, waived, or discharged except by written document signed by both parties.

Article 12. EXHIBITS

The parties agree to the terms and conditions of this Agreement and any Exhibits attached hereto and incorporated herein by reference. The parties agree that if there are any conflicting terms and conditions between this Agreement and Agency's Proposal for Services, Service Letter, or like document, then the terms and conditions of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby represent and warrant that their respective signatory whose signature appears below has been and is, on the day and year first written above, fully authorized by all necessary and appropriate actions to execute this Agreement.

SAINT LOUIS PUBLIC SCHOOLS

By: _____

Name: Dr. Kelvin R. Adams

Title: Superintendent

SAINT LOUIS COMMUNITY COLLEGE

By: _____

Name: Dr. Myrtle E. Dorsey

Title: Chancellor

EXHIBIT 1

Article 1 Scope of Services

SLPS agrees to:

1. Allow College staff reasonable access to A&P facility and curriculum.
2. Maintain the facilities and equipment to support quality instruction and comply with any requirements necessary to maintain FAA approval.
3. Promote and market the cooperative program throughout their school community.
4. Maintain one full-time teacher /staff on contract for the duration of this Agreement to support instruction of the A&P program at the Gateway STEM HS facility.
5. At the discretion of the Special Administrative Board, the District will make every effort to maintain the current operating budget of the A&P program.

The Agency agrees to:

1. Hire one full-time instructor to provide General and Airframe instruction and prepare the Power Plant curriculum.
2. Create the sequence of courses in the College's system necessary for the complete A&P program and submit for approval for the 2013-2014 school year.
3. Develop a Certificate of Proficiency in Airframe, a Certificate of Proficiency in Power Plant and an AAS degree in Aviation Maintenance, and submit to the appropriate approval bodies for the 2013-2014 school year.
4. Promote the A&P program to the community through the College web site, catalog and other print materials, as well as through outreach by staff.
5. Assist the District in the organization of the A&P facilities.
6. Place 5 students in the program for the 2012-2013 school year.

The Agency and the SLPS agree to:

1. Work together to gain FAA approval/sign off of the partnership.
2. No later than January 2013, establish any special requirements for College students to work alongside high school students.
3. No later than January 2013, establish a procedure for District students to earn college credit and credentials prior to graduation.
4. No later than January 2013, establish a cooperative instructional schedule to maximize the quality of instruction for College and District students.



BOARD RESOLUTION

Date: December 5, 2012 Agenda Item: 01-17-13-03

To: Dr. Kelvin R. Adams, Superintendent Action:

From: Audrey Jackson, Director, Professional Development

Action to be Approved: Contract

Other Transaction Descriptors: Sole Source
(i.e.: Sole Source, Ratification)

SUBJECT: To ratify a sole source contract with the AEI Speaker's Bureau beginning December 13, 2012 to provide services in securing a consultant who has proven expertise in the area of examining student data and barriers to student learning. The cost for these services will not exceed \$9,000.

BACKGROUND: AEI is a full-service speaker's bureau that specializes in organizing professional speaking engagements and professional development opportunities for school districts across the country. AEI is a world renowned search and consultant company who works with districts to secure educational consultants with the expertise in closing the achievement gap. AEI educational consultants have a proven track record of working with principals, teachers, and the community at large. AEI will provide the consultant services of Dr. Ronald Ferguson, Senior Lecturer in Education and Public Policy at the Harvard Graduate School of Education.

Accountability Plan Goals: Goal 1: Student Performance Objective/Strategy: 1.A


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


Fund Source: 111-2329-825-WG-6319	Non-GOB	Requisition #: 10132210
Amount: \$9,000		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		Vendor #: 600015194
Amount: \$9,000.00	<input type="checkbox"/> Pending Funding Availability	

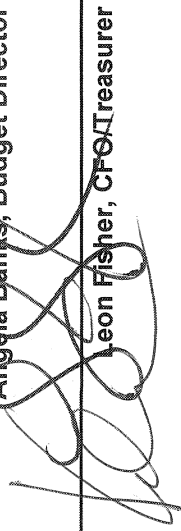
Department: Leadership Development

Requestor: Audrey Jackson


 Audrey Jackson, Director, Professional Development

 12/7/12
 Dr. Nicole Williams, Dep. Supt., Academics


 Angela Banks, Budget Director


 Leon Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Audrey Jackson	Date: November 14, 2012
Department / School: Leadership Development	Phone Number: 314.345.2425
<i>Definition: Sole Source is a good or service that is only available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
The AEI Speaker's Bureau is one of the most respected and renowned search consultant companies who assist districts in providing services of expert leaders in their field.	
Vendor Name: AEI Speaker's Bureau	Email: Sherman@aiespeakers.com
Vendor Contact: Craig Sherman	Phone Number: 800.447.7325
Justification Information	
1. Why the uniquely specified goods are required?	
AEI will provide the name of a speaker that will provide insight to examine student achievement data, impediments to learning, and teachers and parents' perceptions to the academic achievement divide.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Because of their record of accomplishment.	
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:	
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:	
<i>Audrey Jackson</i> Department Head	11-15-2012 Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

- One-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.
Prior to checking this box you must complete each of the following tasks:
 - Search the internet for companies providing similar services.
 - Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
 - Document search activities and findings

 - Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.
Prior to checking this box you must complete the following task:
 - Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

 - Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.
Prior to checking this box you must complete the following task:
 - Document a search for additional suppliers

 - Delivery Date** Only one supplier can meet necessary delivery requirements.
Prior to checking this box you must complete each of the following tasks:
 - Document delivery date and quotes from at least two other vendors
 - Document rationale in support of treating the delivery date as mission critical

 - Research Continuity** The commodity or service must comply with established District standards and is available from only one supplier.
Prior to checking this box you must complete the following task:
 - Document district adoption of standard (i.e. Textbook adoption)

 - Unique Design** The commodity or service must meet physical design or quality requirements and is available from only one supplier.
Prior to checking this box you must complete the following task:
 - Sole supplier (i.e. Regional Distributor)

 - Emergency URGENT NEED** for the item or service does not permit soliciting competitive bids, as in cases of emergencies, disasters, etc.
Prior to checking this box you must complete the following task:
 - Complete Emergency Purchase Form
2. If the Sole Source Criteria is met, then complete the Sole Source Form;
3. If the Sole Source Criteria are no met, then the item must be bid.

SEARCH FOR SPEAKERS

Keyword Search

Find A Speaker By Category...

Find A Speaker By Name...

- Advanced Search**
- List of All Speakers**
- Browse All Speakers Categories**

- Speakers Catalog Request»**
- Speakers 5K and Under by Name»**
- Speakers 5K and Under by Category»**
- Speakers Above 5K by Category»**
- Speaker Representation *»**
- Speaker Disclaimer»**
- Speaker Video Catalog»**
- Why AEI?»**

- CLIENT TESTIMONIALS**
- INDUSTRY TERMS**
- LIBRARY GROUP IDEAS**



WELCOME TO AMERICAN ENTERTAINMENT INTERNATIONAL SPEAKERS BUREAU!

AEI Speakers Bureau is a full-service speakers bureau that specializes in organizing professional speaking engagements, podium events, and entertainment for various corporate, state, federal, civic, and academic groups on a local and international level.

AEI Speakers Bureau features professional public speakers, including **motivational speakers, business leaders, sales speakers, inspirational speakers, speakers on judaism and christianity, diversity, african american speakers, comedians, sport speakers, technology, variety, health and fitness, humorists, celebrities, local to New England** and so much more. Regardless of your event and topic, we guarantee you can find the perfect public keynote speaker. AEI Speakers Bureau is here to work with you, to work hard for your organization, and to make sure your next event is a success.

With over a decade of event planning and thousands of successful events, **AEI Speakers Bureau** has become one of the most respected motivational speakers bureaus in the business with a professional staff of agents, each having over 20 years of experience in entertainment. Our motivational speakers bureau prides itself in providing you with competent, effective keynote speakers in order to make your event a success, as well as a staff to support the logistics of your event. Please view our **comments** page to see what our clients are saying about AEI Speakers Bureau.

Whether it be a lecture, keynote address, business meeting, presentation, or even an office party, let **AEI Speakers Bureau** help you find the perfect keynote speaker for your upcoming event.

Please call AEI Speakers Bureau office at 617-782-3111 or toll-free at 800-44-SPEAK (800-447-7325) and ask to speak with one of our **agents** today!

Are you a speaker seeking representation? Please see our **Speaker Representation page for more details.

TOP NEWS:

Posted 12/03/2012 at 11
Promise to help childre
Speaker **Craig Kielburg**, **Minutes** for his work wit charity he founded when after he read a story abo killed for trying to end ch is now the largest organi; children in the world!

Posted 11/05/2012 at 02
Abderrahim Foukara, A translator
How do you convey to th of free speech, for exami does it daily as Al Jazeera Washington.

EXCLUSIVE SPEAKE



Vy Higginse
***Exclusively**
Founder of M. Arts & Gospe



Brian Unger
***Exclusively**
Writer, Actor, Got Their She



Patty Duke
***Exclusively**
Academy AWc Advocate for



Abderrahim
***Exclusively**
Al Jazeera Sa Washington I



Barry Nolan
***Exclusively**
Emmy Award Journalist



Romina Are
***Exclusively**
International & POPERA Ar

******Want to know more about our experienced staff here at AEI Speakers Bureau? See the **About Us** page for more information.

******Have you recently seen a TV personality on the news or on television that you would like to book for your upcoming event? Check out our **Speaker Search** page where you can access our extensive speaker database!

******If you're a professional public speaker, working with AEI Speakers Bureau is one of your best strategies for booking more speaking engagements. Why? **Click here** to see **AEI Speakers Bureau** blog.



MEMBER SINCE 1993 AEI Speakers Bureau is a member of the International Association of Speakers Bureaus.

FEATURED SPEAKER!



Rick Worme
One of the fir
Certified teac
Wormeli brin



Dr. Richard M. Coe
Arts degree in
Science degra



Dr. Alveda King
As a "Guardia
Legacy" Alve
activist. She i

American Entertainment International Speakers Bureau

214 Lincoln St. Suite #113 Allston, MA 02134

Tel: 617-782-3111 or 800-447-7325 Fax: 617-782-3444

www.aeispeakers.com
staff@aeispeakers.com

Copyright 2012 American Entertainment International Speakers Bureau, Inc. Updated Tuesday December 4, 2012. [Site Map](#)

MORE ABOUT AEI SPEAKERS BUREAU

Middle East Speakers | Keynote Speakers Bureau | Inspirational Speakers | Speakers Bureau | Motivational Speakers | Business Speakers Bureau | Professional Speakers Bureau | African-American Speakers | Public Speakers Bureau | Sports Speaker | AEI Speakers Bu

KEYNOTE SPEAKERS SOURCE

Chris Berman | Zbigniew Brzezinski | Betty Mahmoody | Amazing Kreskin | Brian Regan | Walter Williams | Bob Woodward | Cal Thomas Norville | Catherine Crier | Joe Dumars | Terry Bowden | Jonathan Kozol | Wally Amos | LaDonna Gatlin | Nikki Giovanni | Terry Jones | D Betances

Requisition #: 10132210

Vendor #: _____

CONSULTANT SERVICE AGREEMENT
BETWEEN

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

AND

“AEI Speakers Bureau”

THIS CONSULTANT AGREEMENT (“Agreement”) is made and entered into as of the 31th day of August 2012 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 “AEI Speakers Bureau” (hereinafter “Consultant”). The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

Taxpayer Identification Number: 04-3102047

Address: 214 Lincoln Street, Suite 113 Boston, MA 02134

Contact Person: Craig Sherman

Telephone Number: 800-447-7325 x 120

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 13th Day of December, 2012, and shall complete performance to the satisfaction of the District, as herein determined, no later than the 11th Day of January 2013.
2. **SCOPE OF SERVICES:** The Consultant shall provide services described more fully in Attachment “A” Scope of Services attached hereto, incorporated herein, and made a part of this Agreement (“Scope of Services” or “Services”).
3. **PERFORMANCE:** The Consultant agrees to perform the Services set forth herein in Attachment “A” in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of Consultant’s work. Neither acceptance of such work by the District, nor payment

therefore shall relieve the Consultant of this responsibility. Consultant's performance will be measured according to the performance standards set forth in Attachment A.

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of \$ 9,000.00 upon full completion of services outlined in the scope of services.

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

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

5. **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 costs or expenses not specifically listed in this section are the responsibility of the Consultant.
6. **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.
7. **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.
8. **PERSONNEL:** The Consultant has the authority to secure at its own expense, all necessary personnel required to perform the services under this Agreement.
9. **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.

10. 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.

11. 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 spokesperson for the District in any manner for 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.

12. **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.

13. **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, through and workmanlike manner, and consistent with accepted industry standards.

14. **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 re-perform 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.

15. **INSURANCE** Consultant shall maintain occurrence-based insurance including comprehensive general liability in the amounts shown below. 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 below.

Required 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)

16. 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.
17. **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.

18. **REPORTING** During the term of this Agreement, Consultant shall report to, and confer with, the District's designee (Audrey Jackson) on regular basis, and as many reasonable requests, 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.

19. **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**.

20. **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.

21. **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.

22. **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

23. **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:

AEI Speakers Bureau
214 Lincoln Street
Suite 113
Boston, MA 02134
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.

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

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

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

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

28. **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.

29. **RIGHTS CUMULATIVE** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or 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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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.

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

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

Board Resolution # _____, attached hereto.

Or

Other. Please describe and attach appropriate documentation

Or under \$5,000

Emergency Request

38. **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.

AEI Speakers Bureau
214 Lincoln Street
Suite 113
Boston, MA 02134

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

By: _____

Title: Consultant

Date: _____

Tax I.D. No 04-3102047

By: _____

Title: _____

Date: _____

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:

ATTACHMENT A

SCOPE OF SERVICES

Consultant Services

Consultant will work with Principals, Assistant Principals, AIC's, PACE Interns, Parent Specialist and Central Office personnel to examine student achievement data, impediments to learning, and teachers and parents' perceptions to the academic achievement divide. Presenter will target Literacy across the Curriculum as the cornerstone for district-wide and school-wide reform K-12. Consultant will work with District personnel to develop an "Agenda for Action" as Saint Louis Public Schools embraces the challenges in pursuit of academic excellence.

PERFORMANCE STANDARDS

Agency performance at the end of the term of this Contract will be measured using the following performance standards.

- a. Evaluation
- b. Professional Growth
- c. Benchmark Assessments

FOR OFFICE USE ONLY

Vendor# _____ Requisition# 10132210

Purchase Order # _____ Board Resolution# _____

[HOME](#) | [ABOUT](#) | [BLOG](#) | [CONTACT](#) | [FAQ](#)

SEARCH FOR SPEAKERS

Keyword Search

Find A Speaker By Category...

Find A Speaker By Name...

Advanced Search

List of All Speakers

Browse All Speakers Categories

Speakers Catalog Request»

Speakers 5K and Under by Name»

Speakers 5K and Under by Category»

Speakers Above 5K by Category»

Speaker Representation*»

Speaker Disclaimer»

Speaker Video Catalog»

Why AEI?»

CLIENT TESTIMONIALS

INDUSTRY TERMS

LIBRARY GROUP IDEAS



twitter

facebook

WELCOME TO AMERICAN ENTERTAINMENT INTERNATIONAL SPEAKERS BUREAU!

AEI Speakers Bureau is a full-service speakers bureau that specializes in organizing professional speaking engagements, podium events, and entertainment for various corporate, state, federal, civic, and academic groups on a local and international level.

AEI Speakers Bureau features professional public speakers, including motivational speakers, business leaders, sales speakers, inspirational speakers, speakers on judaism and christianity, diversity, african american speakers, comedians, sport speakers, technology, variety, health and fitness, humorists, celebrities, local to New England and so much more. Regardless of your event and topic, we guarantee you can find the perfect public keynote speaker. AEI Speakers Bureau is here to work with you, to work hard for your organization, and to make sure your next event is a success.

With over a decade of event planning and thousands of successful events, AEI Speakers Bureau has become one of the most respected motivational speakers bureaus in the business with a professional staff of agents, each having over 20 years of experience in entertainment. Our motivational speakers bureau prides itself in providing you with competent, effective keynote speakers in order to make your event a success, as well as a staff to support the logistics of your event. Please view our comments page to see what our clients are saying about AEI Speakers Bureau.

Whether it be a lecture, keynote address, business meeting, presentation, or even an office party, let AEI Speakers Bureau help you find the perfect keynote speaker for your upcoming event.

Please call AEI Speakers Bureau office at 617-782-3111 or toll-free at 800-44-SPEAK (800-447-7325) and ask to speak with one of our agents today!

**Are you a speaker seeking representation? Please see our Speaker Representation page for more details.

TOP NEWS:

Posted 12/03/2012 at 11

Promise to help childre

Speaker Craig Kielburg for his work wit charity he founded when after he read a story abo killed for trying to end ch is now the largest organi: children in the world!

Posted 11/05/2012 at 02

Abderrahim Foukara, A translator

How do you convey to th of free speech, for exam does it daily as Al Jazeera Washington.

EXCLUSIVE SPEAKE



Vy Higginse
*Exclusively
Founder of M.
Arts & Gospe



Brian Unger
*Exclusively
Writer, Actor,
Got Their She



Patty Duke
*Exclusively
Academy Awc
Advocate for



Abderrahim
*Exclusively
Al Jazeera Sa
Washington I



Barry Nolan
*Exclusively
Emmy Award
Journalist



Romina Arei
*Exclusively
International
& POPERA AFI

Want to know more about our experienced staff here at AEI Speakers Bureau? See the **About Us page for more information.

Have you recently seen a TV personality on the news or on television that you would like to book for your upcoming event? Check out our **Speaker Search page where you can access our extensive speaker database!

If you're a professional public speaker, working with AEI Speakers Bureau is one of your best strategies for booking more speaking engagements. Why? **Click here to see **AEI Speakers Bureau** blog.



AEI Speakers Bureau is a member of the International Association of Speakers Bureaus.

FEATURED SPEAKE



Rick Worme
One of the fir
Certified teac
Wormeli brin



Dr. Richard
Richard M. Co
Arts degree in
Science degra



Dr. Alveda A
As a "Guardia
Legacy" Alved
activist. She i

American Entertainment International Speakers Bureau

214 Lincoln St. Suite #113 Allston, MA 02134
Tel: 617-782-3111 or 800-447-7325 Fax: 617-782-3444
www.aeispeakers.com
staff@aeispeakers.com

Copyright 2012 American Entertainment International Speakers Bureau, Inc. Updated Thursday December 6, 2012. [Site Map](#)

MORE ABOUT AEI SPEAKERS BUREAU

Middle East Speakers | Keynote Speakers Bureau | Inspirational Speakers | Speakers Bureau | Motivational Speakers | Business Speakers Bureau | Professional Speakers Bureau | African-American Speakers | Public Speakers Bureau | Sports Speaker | AEI Speakers Bu

KEYNOTE SPEAKERS SOURCE

Chris Berman | Zbigniew Brzezinski | Betty Mahmoody | Amazing Kreskin | Brian Regan | Walter Williams | Bob Woodward | Cal Thomas Norville | Catherine Crier | Joe Dumars | Terry Bowden | Jonathan Kozol | Wally Amos | LaDonna Gatlin | Nikki Giovanni | Terry Jones | D
Betances

BOARD RESOLUTION

Date: December 7, 2012
To: Dr. Kelvin R. Adams, Superintendent
From: Audrey Jackson, Director, Professional Development

Agenda Item : 01-17-13-04

Action:

Action to be Approved: Contract
Other Transaction Descriptors: Sole Source
(i.e.: Sole Source, Ratification)

SUBJECT: To ratify a sole source contract with Dr. Ron Ferguson to work with District staff to examine student achievement data, impediments to learning, and teachers and parents' perceptions to the academic achievement divide for the period of November 29, 2012 through June 30, 2013 at a cost not to exceed \$46,000. Six sessions will include administering and analyzing results from the Tripod Survey which focuses on closing the achievement gap. Dr. Ron Ferguson will provide insight to cultural responsiveness and the Seven C's of Effective Teaching.

BACKGROUND: Dr. Ferguson will share his research and work with District personnel to develop an "Agenda for Action" for Saint Louis Public Schools. Dr. Ferguson is a Senior Lecturer in Education and Public Policy at the Harvard Graduate School of Education and the Harvard Kennedy School. His most recent book is *Toward Excellence with Equity: An emerging vision for closing the achievement gap*. He is the creator of the Tripod Project for School Improvement and also the faculty co-chair and director of the Achievement Gap Initiative at Harvard University. His research and writing for the past decade have focused on addressing achievement gaps issues in schools and districts across the United States. .

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 1.A

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

Fund Source: 733-2331-825-VG-6319	Non-GOB	Requisition #: 10132236
Amount: \$46,000.00		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		Requisition #:
Amount:	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600015195

Department: Leadership Development

Requestor: Audrey Jackson


Audrey Jackson, Director, Professional Development


Angela Banks, Budget Director


Leon Fisher, CFO/Treasurer

 12/1/2012
Dr. Nicole Williams, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Audrey Jackson	Date: November 14, 2012
Department / School: Leadership Development	Phone Number: 314.345.2425
<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)	
Dr. Ferguson will share his research and work with District personnel to develop an "Agenda for Action" for Saint Louis Public Schools. Dr. Ferguson is a Senior Lecturer in Education and Public Policy at the Harvard Graduate School of Education and the Harvard Kennedy School. His most recent book is <i>Toward Excellence with Equity: An emerging vision for closing the achievement gap</i> . He is the creator of the Tripod Project for School Improvement and also the faculty co-chair and director of the Achievement Gap Initiative at Harvard University. His research and writing for the past decade have focused on racial achievement gaps, appearing in a variety of publications.	
Vendor Name: Dr. Ron Ferguson	Email: Ronald_ferguson@harvard.edu
Vendor Contact: Same	Phone Number: 617.495.1104
Justification Information	
1. Why the uniquely specified goods are required?	
Dr. Ferguson will work with targeted schools to narrow the achievement gap.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Because of Dr. Ferguson's proven track record and research.	
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:	
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:	
<i>Audrey Jackson</i>	NOVEMBER 15, 2012
Department Head	Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

- One-of-a-kind** The commodity or service has no competitive product and is available from only one supplier.
Prior to checking this box you must complete each of the following tasks:
 - Search the internet for companies providing similar services.
 - Search purchasing files to determine if district has a record of vendors(s) that have provided similar services.
 - Document search activities and findings

 - Compatibility** The commodity or service must match existing brand of equipment for compatibility and is available from only one vendor.
Prior to checking this box you must complete the following task:
 - Provide documentation from the provider of the original equipment/services that the equipment/services in question must be provided by the vendor in question

 - Replacement Part** The commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.
Prior to checking this box you must complete the following task:
 - Document a search for additional suppliers

 - Delivery Date** Only one supplier can meet necessary delivery requirements.
Prior to checking this box you must complete each of the following tasks:
 - Document delivery date and quotes from at least two other vendors
 - Document rationale in support of treating the delivery date as mission critical

 - Research Continuity** The commodity or service must comply with established District standards and is available from only one supplier.
Prior to checking this box you must complete the following task:
 - Document district adoption of standard (i.e. Textbook adoption)

 - Unique Design** The commodity or service must meet physical design or quality requirements and is available from only one supplier.
Prior to checking this box you must complete the following task:
 - Sole supplier (i.e. Regional Distributor)

 - Emergency URGENT NEED** for the item or service does not permit soliciting competitive bids, as in cases of emergencies, disasters, etc.
Prior to checking this box you must complete the following task:
 - Complete Emergency Purchase Form
2. If the Sole Source Criteria is met, then complete the Sole Source Form;
3. If the Sole Source Criteria are no met, then the item must be bid.



[Home](#) > [About Us](#) > [Faculty & Staff Directory](#) > Ronald Ferguson



Ronald F. Ferguson

Senior Lecturer in Education and Public Policy, GSE
HKS Collateral Appointment (GSE)
Malcolm Wiener Center for Social Policy

Office Address
Taubman-474

Contact
Phone: 617-495-1104

Mailing Address
John F. Kennedy School of
Government
Mailbox 103
79 JFK Street
Cambridge, MA 02138

Fax: 617-496-9053
Email:

ronald_ferguson@Harvard.Edu

Profile

Ronald F. Ferguson, Senior Lecturer in Education and Public Policy at the Harvard Graduate School of Education and the Harvard Kennedy School, is also an economist and Senior Research Associate at the Malcolm Wiener Center for Social Policy. He has taught at Harvard since 1983, focusing on education and economic development. His research and writing for the past decade have focused on racial achievement gaps, appearing in a variety of publications. His most recent book is *Toward Excellence with Equity: An emerging vision for closing the achievement gap*, published by Harvard Education Press. He is the creator of the Tripod Project for School Improvement and also the faculty co-chair and director of the Achievement Gap Initiative at Harvard University. Ferguson earned an undergraduate degree from Cornell University and PhD from MIT, both in economics. He is the father of two and very happily married to Helen Mont-Ferguson.

Courses

Spring

[SUP-470](#) Strategies and Policies for Narrowing Racial Achievement Gaps

Research

For a complete list of faculty citations from 2001 - present, please visit the [Harvard Kennedy School Research Report Online](#).

Selected Publication Citations:

Academic Journal/Scholarly Articles

Ferguson, Ronald. "Racial Tensions and Teacher Engagement in Professional Learning." *Perspectives* (Winter 2010): 12-16.

Book Chapters

Ferguson, Ronald. "Modernizing Federal Influence on American Schools." *Carrots, Sticks, and the Bully Pulpit: Lessons from a Half-Century of Federal Efforts to Improve America's Schools*. Ed. Frederick M. Hess and Andrew P. Kelly. Harvard Education Press, 2012, 253-272.

Ferguson, Ronald. "How Students' Views Predict Graduation Outcomes and Reveal Instructional Disparities under Children First Reforms." *Education Reform in New York City: Ambitious Change in the Nation's Most Complex School System*. Ed. O'Day, Jennifer A., Catherine S. Bitter, and Louis M. Gomez. Harvard Education Press, 2011, 225-254.

Magazine and Newspaper Articles

Ferguson, Ronald. "Racial Tensions and Teacher Engagement in Professional Learning." *Massachusetts Association for Supervision and Curriculum Design (MASCD) Perspectives Online*. Winter 2010.

Research Papers/Reports

Ferguson, Ronald F., Sandra Hackman, Robert Hanna, and Ann Ballantine. "How High Schools Become Exemplary." AGI Conference Report, June 1, 2010.

[< return to directory](#)



The Achievement Gap Initiative At Harvard University
Toward Excellence with Equity

How Schools Become Truly Exemplary: Support and Press for the Adults

Ronald F. Ferguson, PhD

Harvard University
and the Tripod Project for School Improvement

April 6, 2012

M o v e m e n t

G o a l s

S t r a t e g i e s

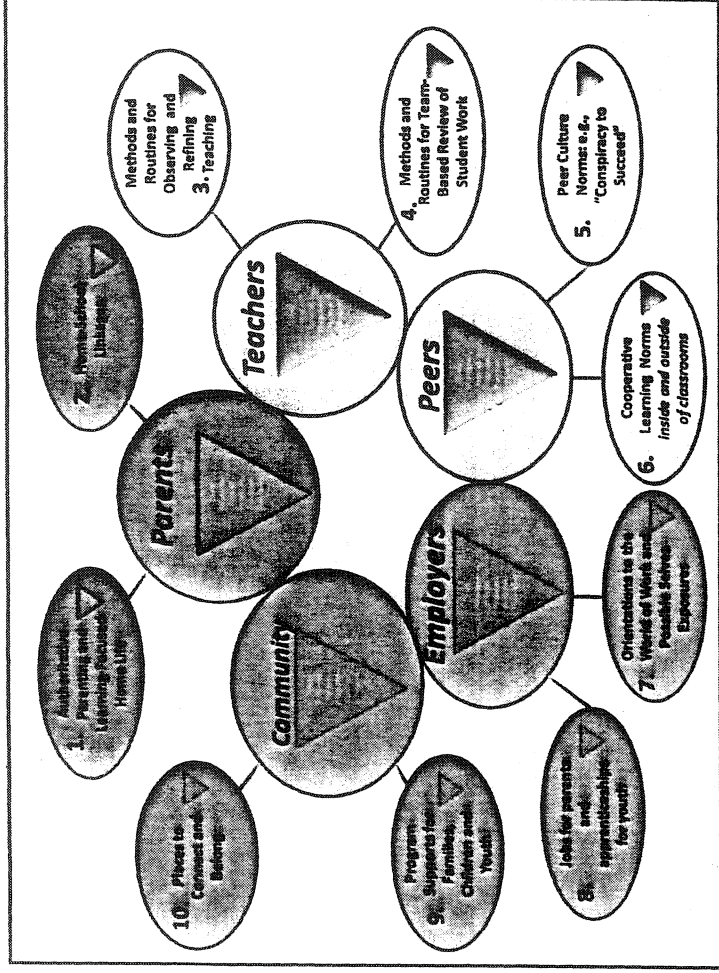
P o l i c i e s

P r o g r a m s

P r o j e c t s

P r i n c i p l e s

P r a c t i c e s



All of us—both children and adults alike—need to become convinced that our own personal growth is both urgent and possible. Strong new evidence indicates that the quality of teaching experienced in each year of schooling has surprisingly large impacts on long-term life outcomes for students.* Other evidence shows that schools and teachers can undergo major improvements in effectiveness at educating children.**

* Raj Chetty, John N. Friedman, Jonah E. Rockoff, 2011. "The Long-Term Impacts of Teachers." *Teacher Value-Added and Student Outcomes in Adulthood*. NBER Working Paper, December.
 ** Ronald Ferguson, et al., 2010. *How High Schools Become Exemplary*. Achievement Gap Initiative at Harvard University, Conference Report from June 2009.

The Seven C's

What Teachers & Leaders Do (What Learners Experience)

1. *Care* relationship building (Encouragement and Support)
2. *Control* for on-task behavior (Press for Cooperation and Focus)
3. *Clarify* important ideas & priorities (Success Seems Feasible)
4. *Challenge* learners (Press for Effort, Perseverance and Rigor)
5. *Captivate* learners (Learning is Interesting and Relevant)
6. *Confer* with learners (Learners' Ideas are Respected)
7. *Consolidate* understanding (Ideas get Connected and Integrated)

Discuss: Which do you think is the strongest predictor of learning gains?

5

Cultural Responsiveness and the Seven C's of Effective Teaching

1. **Care:** I express caring to every student, being especially sure to not neglect students from any racial, ethnic or social class background. I try to be self conscious of my biases and to avoid allowing them to affect my interaction with students.
2. **Control:** I try to understand students' interpretations of the actions that I take for classroom management and I use disciplinary practices that fit and make sense to them.
3. **Clarify:** I try to understand and respond to any systematic patterns of misunderstanding characteristic of students who have had particular life experiences.
4. **Challenge:** I challenge all students to think rigorously and to persist in the face of difficulty; I don't give up on anyone and I don't let anyone give up on them self.
5. **Captivate:** I make an effort to use curriculum materials and to design lessons that will be interesting and relevant to students from a variety of backgrounds. I make a special effort to pay homage in my lessons and curriculum to the contributions of people from the groups represented in my class.
6. **Confer:** I elicit and value the classroom contributions of students from all racial, ethnic, social class and cultural backgrounds.
7. **Consolidate:** I help my students to build integrated understandings of the material that we cover in my class. I am conscious of the fact that my students are building their individual identities and life strategies and I help them to integrate our lessons with their own ideas so that they come away with more complete and coherent understandings of their current and future selves and the contributions they may make to their families, community and society.

Ron Ferguson, the Tripod Project, July 2011

Discussion: Leadership and Learning

Items on the next page come from a survey of teachers in an urban school district. All of the items predict which schools achieve larger achievement gains, but some of the items are stronger predictors than others. They are ranked from the least to the most powerful. But there is a cluster of four items *in the wrong place in the order*. Which cluster of four do you think it is? And, should that cluster be higher or lower in the order?

Ranked 1-20 from least to most important, except that a cluster of 4 is out of place.

- | | |
|---|---|
| 1 | I understand what my role is in helping the school to improve. |
| 2 | I collaborate with other teachers to achieve consistency on how we assess student work. |
| 3 | Teachers here feel responsible that <u>ALL</u> students learn. |
| 4 | The district's curriculum I'm responsible to teach is instructionally well conceived. |
| 5 | Teachers here feel responsible that <u>ALL</u> students learn. |
| 6 | This school sets <u>high standards for academic performance</u> . |
| 7 | Teachers here hold one another accountable for working hard. |
| 8 | School leaders push teachers to deliver excellent teaching. |
| 9 | The school culture here makes everyone feel obligated to teach well. |

(continued on the next slide)

10	I understand what our school is trying to achieve with professional development.
11	Our school has distributed leadership; school staff share responsibility.
12	The professional climate at our district demands that the adults be learners.
13	Our school improvement goals are clear.
14	Our school's improvement strategy seems well aligned with the district's strategy.
15	Discipline at this school is handled consistently from classroom to classroom.
16	Our principal has confidence in the expertise of the teachers.
17	The professional development at our school is coherent.
18	Teachers at this school trust each other.
19	There is continuity in our school improvement agenda from one year to the next.
20	Our school leaders communicate clearly about priorities.

The numbers on the next two slides show the differences in percentages of teachers agreeing with each listed statement in highest quartile of achievement-gain schools, minus percentages agreeing with the same items in lowest quartile of achievement-gain schools.

How do statements on the second slide differ in content from those on the first?

Five Steps Schools took Toward Becoming Exemplary

1. Key people accepted responsibility to lead the change
2. Declared the purposes of the work in mission statements that focused on a few key ideas and priorities that stakeholders could understand and embrace
3. Designed strategies, plans, tools and tactics for broadly inclusive adult learning of ways to help students learn
4. Developed and refined quality standards for judging both teacher and student work
5. Skillfully and relentlessly implemented and monitored plans and strategies, attending persistently and explicitly to achieving and maintaining quality

Six Fears



Resistance

1. Fear of wasting time and energy. Organizers might not follow through on new agendas or if the ideas embedded in those agendas might not be worth pursuing.
2. Fear of losing autonomy. New agendas might require activities, materials or methods that differ from what the teacher would prefer.
3. Fear of experiencing incompetence when trying new things. New agendas might require learning skills or behaviors that are difficult to adopt successfully.
4. Fear of becoming socially isolated. Cooperating with new agendas might require behaviors that valued colleagues would find objectionable (e.g., "sucking up to the principal").
5. Fear of unpleasant surprises. New agendas increase uncertainty.
6. Fear of harder work. Complying with new agendas might require much higher than previous levels of effort.

**Four Trust Questions
that we ask about one another:**

- 1. Can I trust your motives?**
- 2. Can I trust you to be competent?**
- 3. Can I trust you to be dependable?**
- 4. Can I trust you to respect me and my colleagues?**

Providing young people with a high quality education is a fundamentally moral proposition around which the most effective schools appear to be organized.

Marian Brooks

- Marian Brooks of *Cambridge Education* emphasized that featured speakers talked explicitly about a moral obligation to children as a foundation for the work. In her words, *“There are some strands of beliefs—some real values in here—that are common to all of these people we heard. Teaching is a moral proposition, that’s what we heard very strongly.”*

James Connell

- James Connell of the *Institute for Research and Reform in Education* pointed out that leadership teams used their influence to insist effectively upon broad participation, saying: *“We heard about equity, that everybody’s got to play. All the adults have to play, not just some of the adults have to play.”*

Richard Murnane

- Richard Murnane of the *Harvard Graduate School of Education* pointed out that placing such demands on staff invokes tensions, and that leaders at featured schools did not shy away. They had: *"A willingness to have these difficult conversations, a term we heard again and again, and developing the capacity to have them in a constructive way."*

Karen Chenoweth

- And, Karen Chenoweth of the *Education Trust* pointed out that when leaders are able to get others to act, broadly shared expectations of success are not necessary at the outset: *"Several schools talked about something very profound -- that you don't have to start with everybody believing that success is possible, you have to start with somebody believing it, but as the successes build, the beliefs will build that successes are possible."*

Failure to Implement

Which items on the list below do you expect were the most common reasons that teachers gave for failing to implement professional development lessons?

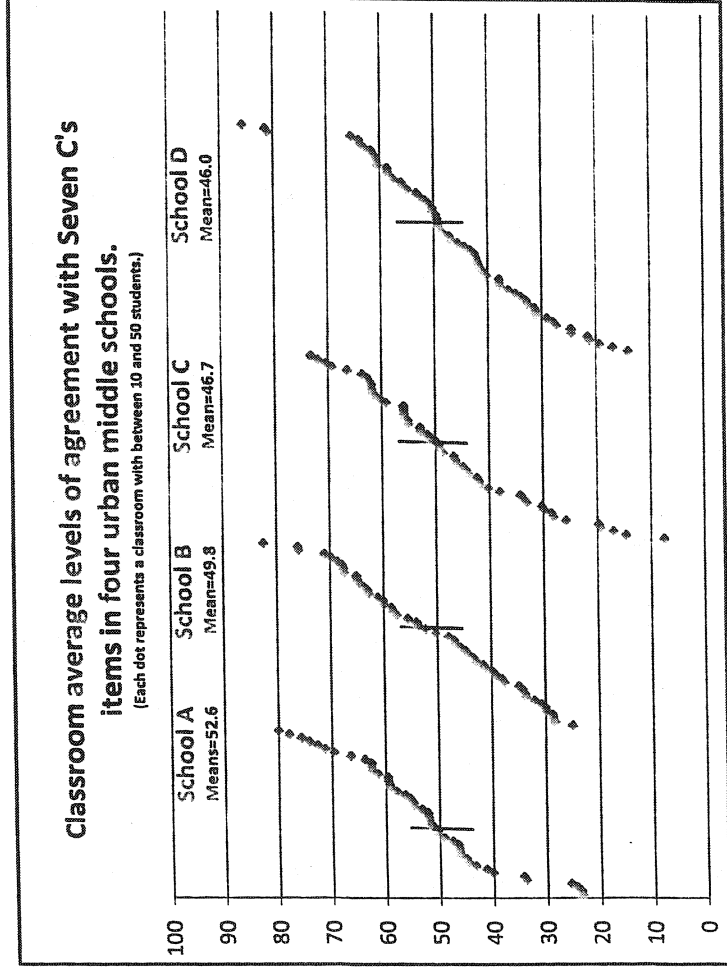
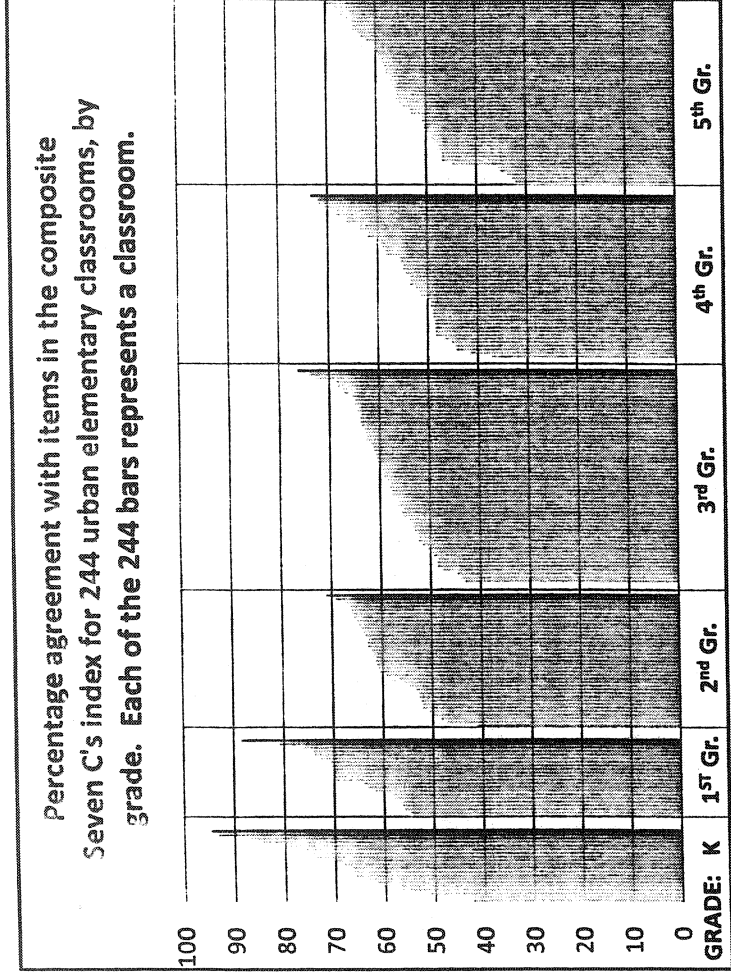
- It was just too much, on top of everything else the school was trying to do.
- There was too little support and training.
- Teachers were not held accountable for doing it.
- The way it was introduced didn't inspire me to try.
- I never thought it could work with my students.
- I really tried to make it work, but it just didn't help my students.
- Doing it well would have been too much work.

LEADERSHIP TO AVOID WEAK IMPLEMENTATION		
<i>Problem</i>	<i>Reasons for Weak Implementation</i>	<i>To Induce Implementation:</i>
Weak Introduction	"The way it was introduced didn't inspire me to try it."	Introduce ideas in ways geared to foster interest and positive anticipation.
No Monitoring	"Teachers were not held accountable for doing it."	Confirm agreements, including on design & use of monitoring and feedback mechanisms.
Weak Support	"There was too little support and training."	Offer appropriate training & assistance and organize teams for peer support & sharing.
Insufficient Streamlining	"It was just too much, on top of everything else the school was trying to do."	Establish priorities, streamline assignments, foster coherence of systems.

The Seven C's

What Teachers & Leaders Do (What Learners Experience)

1. **Care** relationship building (Encouragement and Support)
2. **Control** for on-task behavior (Press for Cooperation and Focus)
3. **Clarify** important ideas & priorities (Success Seems Feasible)
4. **Challenge** learners (Press for Effort, Perseverance and Rigor)
5. **Captivate** learners (Learning is Interesting and Relevant)
6. **Confer** with learners (Learners' Ideas are Respected)
7. **Consolidate** understanding (Ideas get Connected and Integrated)



Developing *healthy dispositions* and experiencing a *high quality of life in school*: classrooms that rate higher on the Seven C's also rate higher on:

- Happiness in class
- Good behavior in class
- Healthy responses to social pressures
(e.g., less holding back, hiding effort, help avoidance)
- Academic engagement/effort
- Satisfaction with performance and progress

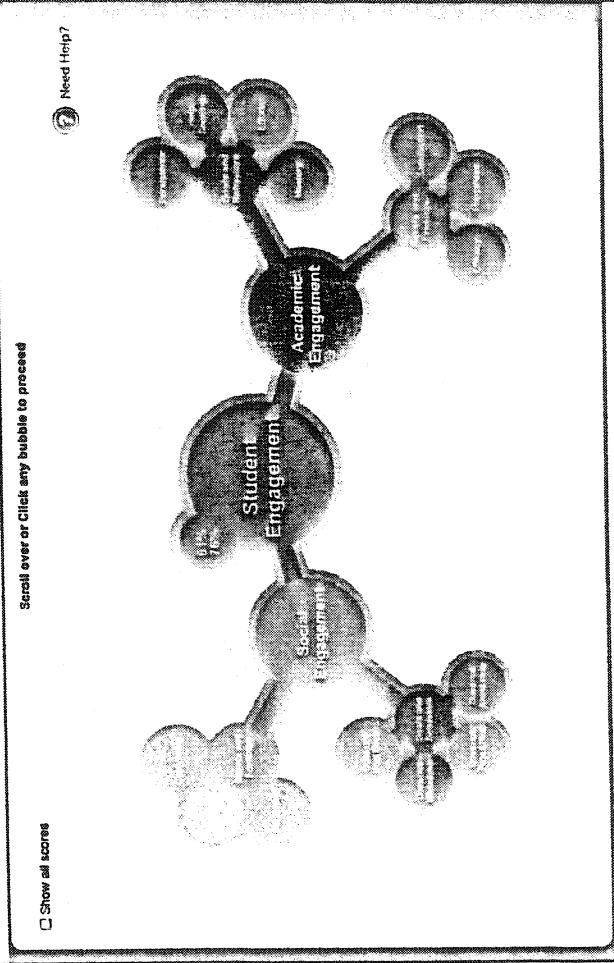
Some findings from the Gates
Foundation Measures of Effective
Teaching Project

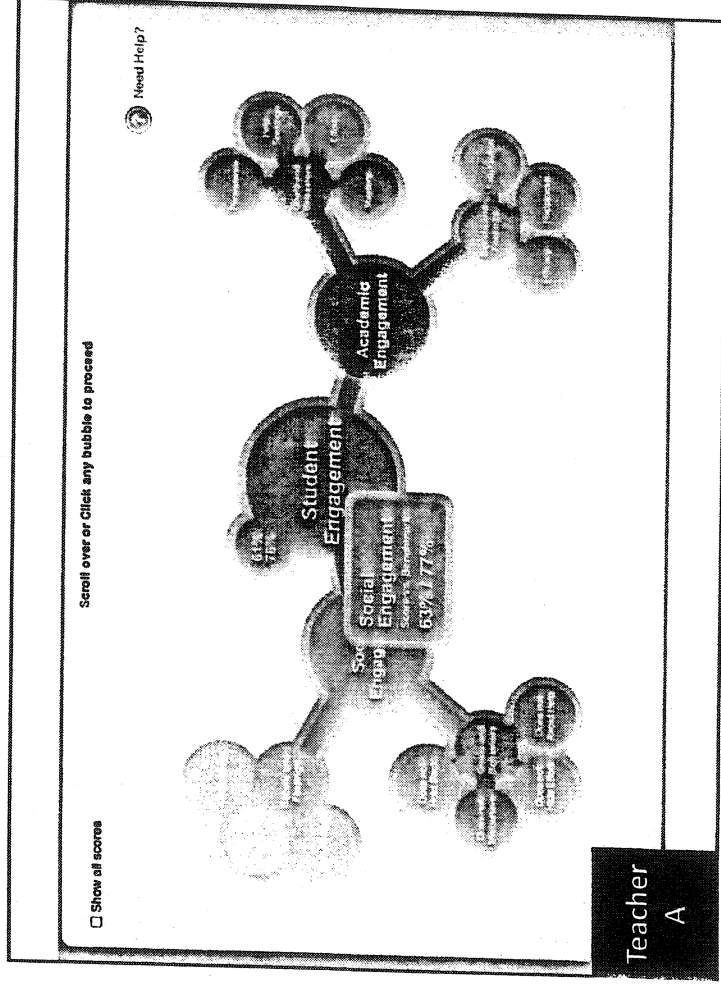
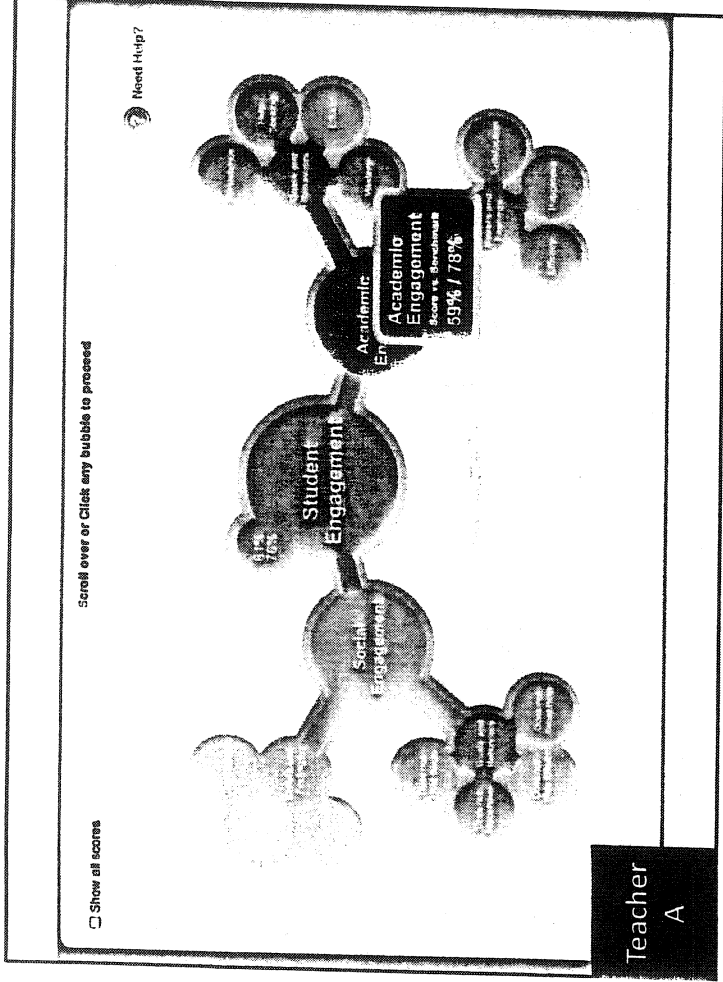
Predicted differences in months of learning for classrooms at the 25th versus 75th percentiles of the composite Seven C's distribution for the MET sample. (Estimated using surveys from one class and gains from another class, taught by the same teacher.)

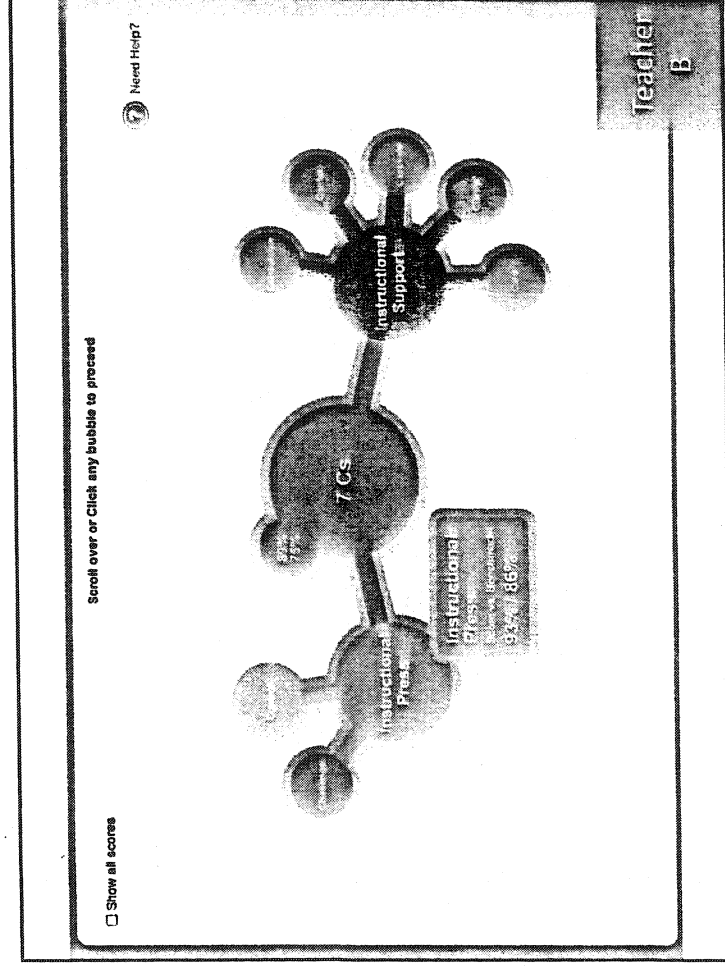
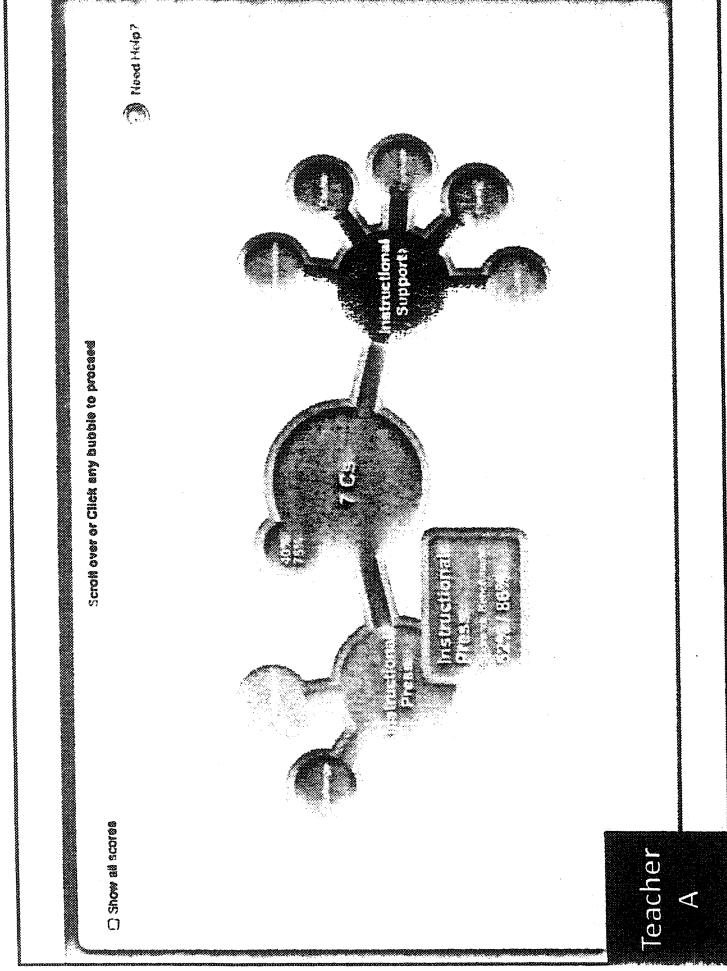
Using student survey responses in one section to predict learning gains in another.	Predicted difference per school year
<i>On state math tests</i>	4.8 months
<i>On the Balanced Assessment in Math</i>	3.7 months
<i>On state English Language Arts (ELA) tests</i>	2.3 months
<i>On the Stanford 9 Open Ended ELA</i>	2.9 months

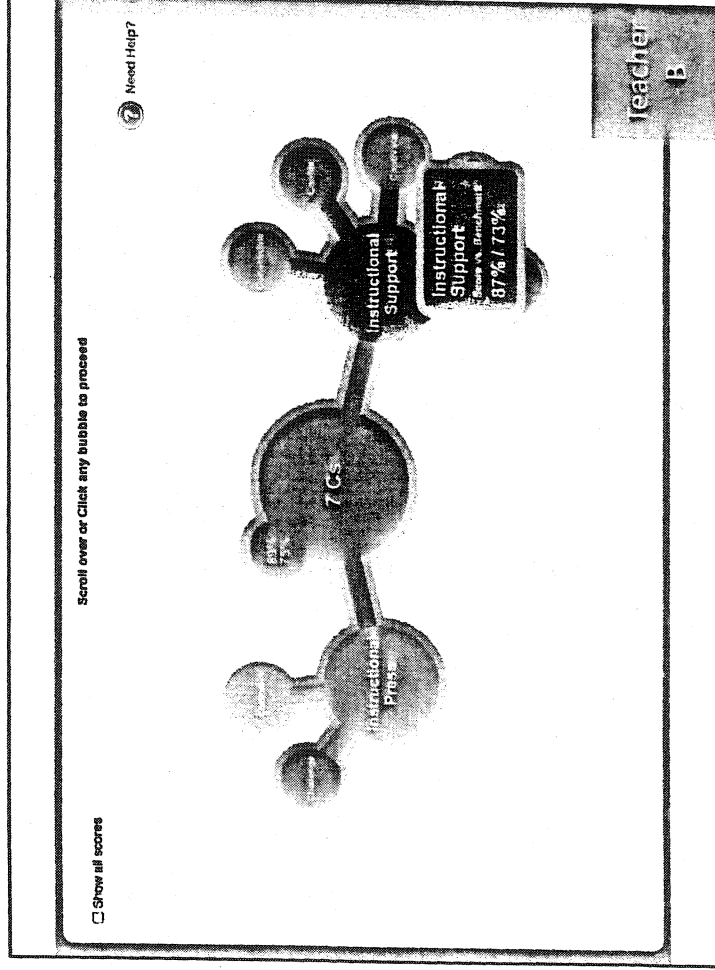
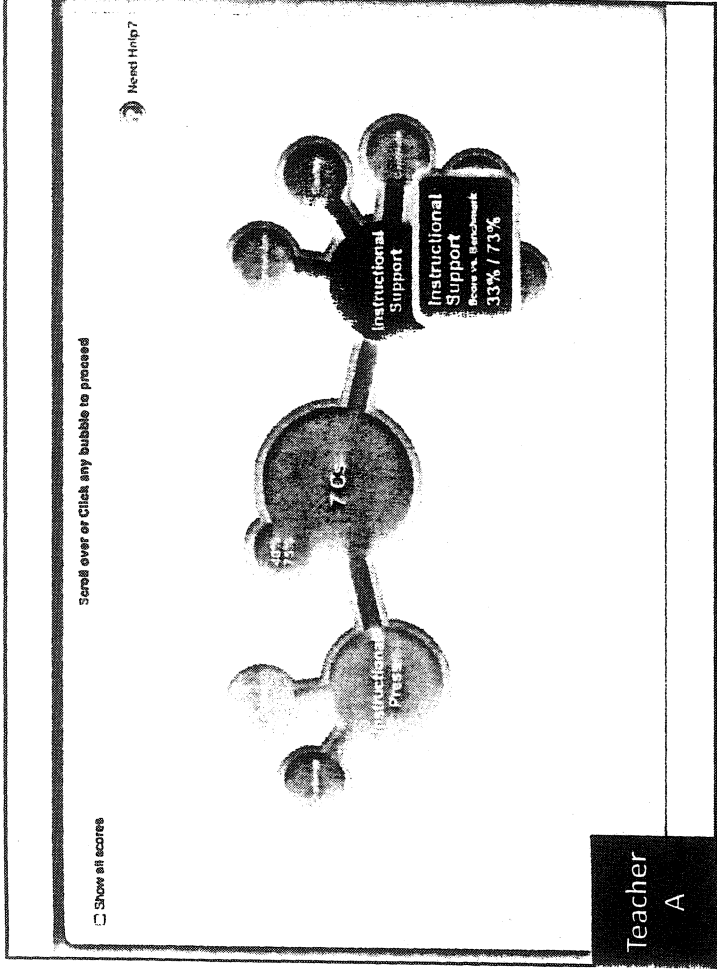
*Based on Table 9, p. 26: Bill and Melinda Gates Foundation, "Learning about Teaching: Initial findings from the Measures of Effective Teaching Project." December 2010.

The benchmark in these examples is the bottom classroom in the top third (i.e., the 67th percentile) among all classrooms at this particular school.









A Use Case

District and School Analysis

- District level leaders review results of the 7Cs analysis across all schools in the district
- School level leaders review results of the 7Cs analysis across classrooms in their schools
- District and school level leaders use these data to focus professional development strategies and to monitor the impact of school improvement efforts

Content, Pedagogy, Relationships
The Tripod Project

District: Percent favorable, by school, for each Seven C's category.
 (Each line is one of 48 secondary schools in one urban school district.)

	Care	Control	Clarify	Challenge	Captivate	Confer	Consolidate	Mean
1	15	18	27	14	20	17	14	18
2	18	14	24	16	14	17	14	18
3	14	14	24	14	14	17	14	18
4	14	14	18	14	14	14	14	14
5	14	14	24	14	14	14	14	14
6	14	14	14	14	14	14	14	14
7	14	14	14	14	14	14	14	14
8	14	14	14	14	14	14	14	14
9	14	14	14	14	14	14	14	14
10	14	14	14	14	14	14	14	14
11	14	14	14	14	14	14	14	14
12	14	14	14	14	14	14	14	14
13	14	14	14	14	14	14	14	14
14	14	14	14	14	14	14	14	14
15	14	14	14	14	14	14	14	14
16	14	14	14	14	14	14	14	14
17	14	14	14	14	14	14	14	14
18	14	14	14	14	14	14	14	14
19	14	14	14	14	14	14	14	14
20	14	14	14	14	14	14	14	14
21	14	14	14	14	14	14	14	14
22	14	14	14	14	14	14	14	14
23	14	14	14	14	14	14	14	14
24	14	14	14	14	14	14	14	14
25	14	14	14	14	14	14	14	14
26	14	14	14	14	14	14	14	14
27	14	14	14	14	14	14	14	14
28	14	14	14	14	14	14	14	14
29	14	14	14	14	14	14	14	14
30	14	14	14	14	14	14	14	14
31	14	14	14	14	14	14	14	14
32	14	14	14	14	14	14	14	14
33	14	14	14	14	14	14	14	14
34	14	14	14	14	14	14	14	14
35	14	14	14	14	14	14	14	14
36	14	14	14	14	14	14	14	14
37	14	14	14	14	14	14	14	14
38	14	14	14	14	14	14	14	14
39	14	14	14	14	14	14	14	14
40	14	14	14	14	14	14	14	14
41	14	14	14	14	14	14	14	14
42	14	14	14	14	14	14	14	14
43	14	14	14	14	14	14	14	14
44	14	14	14	14	14	14	14	14
45	14	14	14	14	14	14	14	14
46	14	14	14	14	14	14	14	14
47	14	14	14	14	14	14	14	14
48	14	14	14	14	14	14	14	14

Line 48 shows the highest rated high school: See the next slide.

	Care	Control	Clarify	Challenge	Captiveate	Confer	Consolidate	Mean
1	35	7	37	1	66	3	2	31
2	16	11	35	1	54	7	1	27
3	11	16	34	1	43	17	1	21
4	11	16	34	1	43	17	1	21
5	11	16	34	1	43	17	1	21
6	11	16	34	1	43	17	1	21
7	11	16	34	1	43	17	1	21
8	11	16	34	1	43	17	1	21
9	11	16	34	1	43	17	1	21
10	11	16	34	1	43	17	1	21
11	11	16	34	1	43	17	1	21
12	11	16	34	1	43	17	1	21
13	11	16	34	1	43	17	1	21
14	11	16	34	1	43	17	1	21
15	11	16	34	1	43	17	1	21
16	11	16	34	1	43	17	1	21
17	11	16	34	1	43	17	1	21
18	11	16	34	1	43	17	1	21
19	11	16	34	1	43	17	1	21
20	11	16	34	1	43	17	1	21
21	11	16	34	1	43	17	1	21
22	11	16	34	1	43	17	1	21
23	11	16	34	1	43	17	1	21
24	11	16	34	1	43	17	1	21
25	11	16	34	1	43	17	1	21
26	11	16	34	1	43	17	1	21
27	11	16	34	1	43	17	1	21
28	11	16	34	1	43	17	1	21
29	11	16	34	1	43	17	1	21
30	11	16	34	1	43	17	1	21
31	11	16	34	1	43	17	1	21
32	11	16	34	1	43	17	1	21
33	11	16	34	1	43	17	1	21
34	11	16	34	1	43	17	1	21
35	11	16	34	1	43	17	1	21
36	11	16	34	1	43	17	1	21
37	11	16	34	1	43	17	1	21
38	11	16	34	1	43	17	1	21
39	11	16	34	1	43	17	1	21
40	11	16	34	1	43	17	1	21
41	11	16	34	1	43	17	1	21
42	11	16	34	1	43	17	1	21
43	11	16	34	1	43	17	1	21
44	11	16	34	1	43	17	1	21
45	11	16	34	1	43	17	1	21
46	11	16	34	1	43	17	1	21
47	11	16	34	1	43	17	1	21
48	11	16	34	1	43	17	1	21
49	11	16	34	1	43	17	1	21
50	11	16	34	1	43	17	1	21

>= 75%
60 to 74%
50-59%
40-49%
25-39%
< 25%

Each row shows the percent favorable responses for a classroom in the highest rated high school. (Classes with at least 10 respondents)

	Care	Control	Clarify	Challenge	Captiveate	Confer	Consolidate	Mean
18	30	26	32	2	26	27	26	26
19	24	27	35	25	46	27	28	28
22	25	26	35	37	32	41	31	31
32	34	23	56	43	31	42	37	37
29	34	32	60	31	32	42	37	37
31	37	34	55	29	42	46	39	39
40	32	40	47	40	39	39	40	40
32	28	43	70	34	53	59	42	42
33	38	47	51	59	52	54	48	48
38	30	56	63	56	41	56	49	49
38	58	59	78	2	40	58	51	51
46	65	62	51	60	42	48	53	53
63	45	58	68	40	54	55	55	55
73	30	76	73	43	65	55	59	59
64	60	62	66	61	60	55	61	61
39	68	66	71	59	53	75	62	62
39	60	71	78	71	63	77	66	66
42	54	65	83	84	64	77	67	67
56	74	79	70	77	58	89	71	71
67	81	73	80	79	68	66	73	73
67	76	75	77	65	70	83	73	73
71	65	78	78	69	80	80	75	75
77	80	78	85	83	70	80	79	79

>= 75%
60 to 74%
50-59%
40-49%
25-39%
< 25%

Revisiting Key Points

- Teaching in some classrooms is much more effective than in others at fostering *Seven C's* learning conditions.
- Student perceptions of classroom practice on *Seven C's* dimensions can help in *predicting learning outcomes* and should be taken seriously by policy makers and educators.
- There tends to be much more *Seven C's* variation within schools—from one classroom to another—than between them, from one school to another.
- Generally, students are happier, more hard working and more satisfied with their achievements in classrooms that rate higher on the *Seven C's*.
- There are many ways that student perspectives can be used to provide useful information about patterns of teaching effectiveness, ideally in combination with other measures: we need *multiple measures multiple times over multiple year*.

Content, Pedagogy, Relationships
The Tripod Project

Seven Strategic Propositions from Research and Practice in Effective Schools and Districts

From the Preface to: Ronald F. Ferguson, Sandra Hackman, Robert Hanna, and Ann Ballantine, December 2008. *Raising Achievement and Closing Gaps in Whole School Systems: Recent Advances in Research and Practice*. Report on the 2008 Annual Conference of the Achievement Gap Initiative at Harvard University. Report is downloadable at www.agi.harvard.edu.

Proposition 1

- **Leadership that Combines Passion with Competence:** Superintendents, principals, other administrators, and even lead teachers effectively cultivate not only a sense of urgency but also a sense of possibility, built on demonstrated expertise among people in key positions and their commitment to continuous improvement.

Proposition 2

- **Clear, Shared Conceptions of Effective Instruction:** The district identifies key ideas concerning effective instructional and supervisory practice, and works to establish them as a “common language” for approaching instructional improvement.

Proposition 3

- **Streamlined and Coherent Curriculum:** The district purposefully selects curriculum materials and places some restrictions on school and teacher autonomy in curriculum decisions. The district also provides tools (including technology) and professional development to support classroom-level delivery of specific curricula.

Proposition 4

- **Organizational Structures and Personnel that Embody Capacity to Teach and Motivate Adults:** The district maintains routines and structures within which adult educators (sometimes consultants) engage teachers and administrators in continuous improvement of instructional and supervisory practices. Coaching, observing, and sharing make it difficult for individuals to avoid the change process, and the push for adaptive change spurs resisters to leave their comfort zones or eventually depart from the district.

Proposition 5

- **Patient but Tough Accountability:** The district develops tools and routines for monitoring teaching practices and learning outcomes, targeting assistance where needed, and sometimes replacing teachers or administrators who fail to improve.

Proposition 6

- **Data-Driven Decision Making and Transparency:** Teachers and administrators analyze student performance for individual students and summarize data by grade level, special education status, English as a second language status, race/ethnicity, and gender. The district publicizes strategic goals for raising achievement levels and reducing gaps and tracks progress in visible ways. Administrators identify, examine, and often emulate practices from successful schools.

Proposition 7

- **Community Involvement and Resources:** The district engages a broad range of stakeholders, including school board members, local businesses, and parents, to do their parts toward achieving well-formulated strategic goals.

Accepting Responsibility

- Where does responsibility lie for helping people to cope effectively with the complexities that overwhelm them?
- Where does responsibility lie for doing the intellectual work to design adult learning experiences and organize the ongoing work in schools and districts?
- How does a person and a leadership team earn the authority to take such responsibility effectively?

Five Challenges & Stages of Social & Intellectual Engagement

Progress is neither smooth nor irreversible, so early stages are often revisited.
 (Columns are tasks. Rows are stages. Wording below represents upside ideals vs. downside possibilities.)

Challenges	I. <u>Trust & Interest</u> vs. <u>Mistrust & Disinterest</u>	II. <u>Balanced vs. Imbalanced Authority Control & Member Autonomy</u>	III. <u>Ambitiousness vs. Ambivalence (i.e., High vs. Low Goals)</u>	IV. <u>Industriousness vs. Disengagement & Discouragement</u>	V. <u>Success & Consolidation</u> vs. <u>Confusion & Irresolution</u>
I.	Introductory sessions foster in members a sense of <u>trust</u> and <u>interest</u> and a feeling of positive anticipation.	Authority expresses an expectation that the activities will be well managed while also welcoming member input.	Authority expresses commitment to high goals for members and the desire that members should have high goals too.	Authority expresses anticipation that there may be setbacks, but promises to help members succeed.	Authority inspires initial interest in group purposes and helps members begin believing in their prospects for success.
II.	Members' trust of the authority develops based on their perceptions of the authority's motives, competency and respect for members.	Often through mutual testing & responses, authority and members seek an appropriate balance of <u>authority control</u> and <u>member autonomy</u> .	Authority elaborates his or her goals and encourages members to take initiative in formulating and articulating goals for their own contributions.	Authority is vigilant that members are actively engaged and not off-task or discouraged. Authority provides supports, payoffs and penalties(?), as appropriate.	Members experience early successes and begin using their autonomy to enhance their own effectiveness and fulfillment.
III.	Trusted authority is relied upon to collaborate with members in setting goals and overcoming ambivalence.	Member autonomy and authority control are expressed mostly within an appropriately balanced range.	Each member collaborates with the authority to commit to ambitious goals and to overcome ambivalence by either party.	Authority insures that the "Five Support Ambitiousness & Industriousness" are established and maintained.	Members experience enough early success that ambitious goals seem feasible & members become more committed.
IV.	Trusted authority is relied upon for instruction, assistance and encouragement as members endeavor industriously to achieve goals.	Members can be trusted to manage additional autonomy; Authority seldom needs to be preoccupied with control issues.	Specific goals guide decisions about allocation of effort, resources and attention.	Authority and members work industriously to achieve goals and to recover from <u>any</u> disengagement or discouragement.	Members experience enough success that they sustain their industriousness and don't become discouraged by setbacks.
V.	Trusted authority positively affirms each member's contribution and continues to be caring, competent, consistent and respectful.	Members continue to manage their autonomy well and the authority is mostly unconcerned about control issues.	Members remain on task for achievement of goals and begin to contemplate more advanced future goals in the same domain.	Industriousness pays off in terms of new understandings and growing confidence in capacity for being successful.	Members consolidate understandings and look forward to future experiences in which to use their new knowledge.

Authors on group process, innovation diffusion, social work, human development and business marketing have discovered the basic patterns in this diagram multiple times, independently.

FIVE CONDITIONS that Support Ambitiousness and Industriousness.

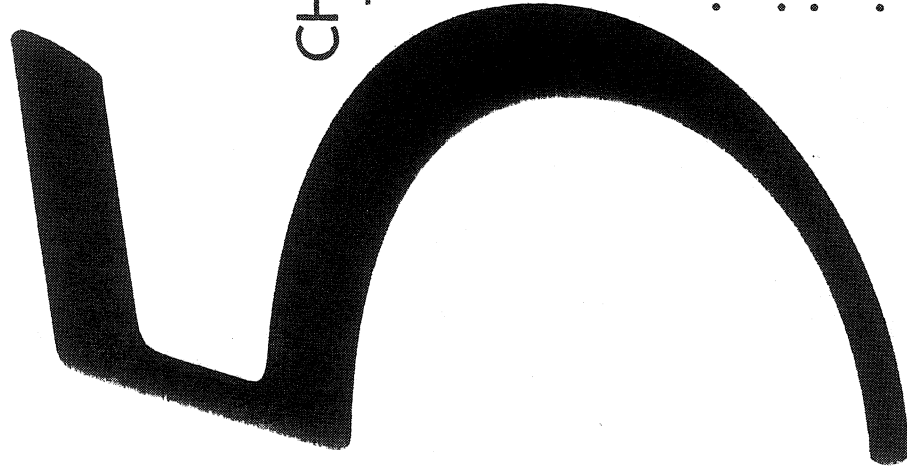
Answers to the following five questions may affect whether members are *ambitious* instead of *ambivalent* (task 3). Note that changing the same questions from future to present tense shows their relevance for *industriousness* versus *discouragement & disengagement* (task 4).

1. **Is success going to be feasible?**
 - Do I have the capacity I need to do my part?
 - Will other people do their parts?
2. **Are the goals important to me? For my community?**
3. **Will the activities be interesting or enjoyable? Boring?**
4. **Will authority figures and colleagues care about me and support me?**
 - Will they encourage me? Will they push me?
 - Will they monitor and comment on my performance, good or bad?
5. **Will doing well affect my relationships with peers?**
 - Will there be negative/positive peer pressure?
 - Am I concerned about standing out from peers so that I might hold back (even if there is no peer pressure to avoid standing out)? [Accommodation]

How do an authority figure's practices affect how members answer these questions?

FOUR TRUST QUESTIONS

1. **Motives:** Can I trust that your motives are compatible with mine?
2. **Competence:** Can I trust that you are competent to play your role in making our work together successful?
3. **Dependability:** Can I trust on you to keep your word and to follow through in carrying out your role?
4. **Collegiality:** Can I trust you to treat me and others with respect so that our work will not be impeded by hurt feelings and grudges due to disrespect?



CHALLENGES TO EFFECTIVE TEACHER PROFESSIONAL DEVELOPMENT

School leaders can improve instruction by addressing these issues

- that inspire buy-in;
- Balancing principal control with teacher autonomy;
- Committing to ambitious goals;
- Maintaining industriousness in pursuit of those goals; and
- Effectively harvesting and sustaining the gains.

For each of the five challenges, school leaders take strategic actions and hope people will respond in ways likely to foster success.

Ask the leaders what they did in any school or district where test scores have risen dramatically, and some part of the answer will often resemble these strategies. What determines whether teachers are receptive to a strategy and whether they work hard to make an initiative successful?

RONALD F. FERGUSON is an economist and senior research associate at the Wiener Center for Social Policy. You can contact him at 79 John F. Kennedy St., Cambridge, MA 02138, 617-495-1104, fax 617-496-9053, e-mail: Ronald_Ferguson@harvard.edu.

BY RONALD F. FERGUSON

In most discussions of “what works” in education, the focus is on rules (such as class size limits) or on programs and their various components. These are clearly important. But no matter what the reform, implementation is key.

Five challenges to achieving and sustaining social and intellectual engagement in implementing professional development for school improvement are:

- Introducing new activities in ways

that inspire buy-in; Balancing principal control with teacher autonomy; Committing to ambitious goals; Maintaining industriousness in pursuit of those goals; and Effectively harvesting and sustaining the gains.

ANALYZING PROFESSIONAL DEVELOPMENT

For the past several years, the Tripod Project for School Improvement has surveyed students and teachers regarding the five challenges.

Generally, there is nothing in the answers to suggest most teachers tried to make the programs work and failed or believed that the programs could not have affected teaching and learning in their classrooms if implemented well. Instead, it appears programs had little or no effect because they were never really implemented. The teacher surveys suggest that professional development fails not primarily because the ideas do not work when implemented or because teachers

Reasons for ineffective professional development

Elementary and secondary school teachers checking each statement in response to the following direction:

"Recall the last professional development program at your school that had little or no effect on teaching or learning in your class. With that program in mind, please check all of the following responses that apply."

Percentages that checked the response
Elementary Secondary

1. Trust and interest versus mistrust and disinterest		
• The way it was introduced didn't inspire me to try it.	18%	31%
• Too many other things were going on, so I didn't pay a lot of attention to it.	19%	19%
• I never thought it could work with my students.	6%	10%
• The goals of the program were not clear.	21%	29%
2. Balanced versus imbalanced administrator control and teacher autonomy		
• Teachers were not held accountable for doing it.	27%	29%
• It was going to infringe too much on my way of doing things.	1%	4%
3. Ambitiousness versus ambivalence		
<i>A. Feasibility of success</i>		
• There was too little support and training.	28%	36%
• The people responsible for training me weren't very good.	19%	21%
<i>B. Enjoyment/difficulty</i>		
• It was just too much, on top of everything else the school was trying to do.	40%	42%
• It didn't fit well with other things I was doing.	13%	19%
• Doing it well would have been too much work.	3%	8%
<i>C. Supervisor support and press</i>		
• Our principal never really took it seriously.	4%	10%
4. Industriousness versus discouragement and disengagement		
• I really tried to make it work, but it just didn't help my students.	5%	8%
• I started trying to implement it, but then lost interest.	14%	9%

Sample: 212 teachers from 17 secondary schools and 78 teachers from 19 elementary schools who voluntarily completed this section of the Spring 2005 Tripod Project Teacher Survey online. Teachers represent roughly one-quarter of secondary classrooms and one-third of elementary school classrooms where students were surveyed.

reject the approaches outright, but because the ideas are not implemented. (See survey results above.)

The implications are straightforward. Programs that have minimal impact have not been implemented because leaders have failed to:

- Select and introduce ideas in ways that foster trust (feelings of security) and interest, not mistrust or lack of interest.

- Assign responsibilities and manage accountability in ways likely to achieve a balance of leadership control and follower autonomy, not too much or too little of either control or autonomy.

- Plan, initiate and monitor implementation in ways that inspire ambitious goals, not ambivalence and lack of commitment.

- Support ongoing implementation in ways that motivate industriousness in the face of setbacks, not discouragement and disengagement.
- Recognize, celebrate, and reward accomplishments in ways that sustain and consolidate positive changes, not squander them through confusion and incoherence.

Of course, to assert that these things are important is much easier than to explain how to do them. Local preconditions can pose substantial bar-

riers both to the introduction of new ideas and to their implementation.

TWO CASE STUDIES

Researchers at Harvard have visited a number of schools over the past year, speaking to administrators and groups of teachers about successes and failures in professional development. In one school we visited, recent history predisposed it toward a balance of too little administrator control and perhaps too much teacher autonomy, discouraging administrators from introducing ideas around which **reform, implementation is key.**

Of course, to assert that these things are important is much easier than to explain how to do them. Local preconditions can pose substantial bar-

Responses to the 5 challenges

Leadership actions that school leaders (A) and teachers (B) might take in relationship to the five challenges defined in the text and ways that followers might respond or not with regard to positive engagement (C).

The challenge	A School leaders' actions regarding a professional development program.	B Teacher's classroom leadership over the course of a school year.	C Engagement responses to leaders by school teachers and students.
1	Select and introduce ideas for professional development.	Begin the school year with classroom icebreakers.	Feel trustful and interested, versus mistrustful, insecure or uninterested
2	Assign associated responsibilities and define accountability for participation. Design feedback and monitoring mechanisms.	Establish rules and classroom management routines.	Achieve a balance (versus imbalance) of personal autonomy in relationship to the power and control of the leader, teacher or group.
3	Refine and clarify school and personal goals for instructional improvement.	Define goals for learning.	Resolve to be ambitious about achieving goals, versus ambivalent, lacking commitment.
4	Implement activities and help teachers to be successful; monitor and assist the unsuccessful or disengaged.	Implement teaching and learning activities and work with students to help them succeed.	Be relentlessly industriousness and resilient, versus discouraged and disengaged.
5	Codify, celebrate, and reward accomplishments.	Recognize, celebrate, and reward accomplishments	Achieve, consolidate, and sustain positive changes, versus getting lost in confusion and lack of coherence and squandering gains.

improvement efforts might be organized. The second example is a school that has improved over the past several years because of a strong principal whose leadership has effectively attended to the challenges in the Engaging Professional Development framework, a framework developed through Harvard's Tripod Project for School Improvement which focused initially on classroom-level challenges of engaging students in learning.

CASE 1
Revolving-Door Middle School
 Revolving-Door Middle School (a pseudonym) sits in a blue-collar suburb of Cleveland, Ohio. Two-thirds of the students qualify for free or reduced-price lunch. About one-third are black, and most of the rest are

in Case 1, the peers, not the administrators, are the sources of influential ideas. Improvement which focused initially on classroom-level challenges of engaging students in learning.

white. When a team visited, the school had had a complete turnover of administrators for the third straight year. The school had had seven principals in 12 years. Student performance on state tests of reading, writing, and science was similar to other districts with comparable student populations, but in math it was lower. For all these subjects, scores at the end of 2004-05 had dropped. The state placed the school on "academic watch" and it had not made adequate yearly progress (AYP).

Nonetheless, teachers expressed pride in their stability as a staff and in their commitment to one another and students. "Everyone on this staff says they are a family, and that's what we feel," one teacher said. "People leave and come back."
 In this school, peers, not administrators, are the sources of influential ideas: Teachers trust peer leaders who

have been at the school, but they do not trust that administrators will stay long enough to follow through on new initiatives or enforce new directives. "I walk across the hall to see what works," a teacher said. "We all do the same things."
 The vice principal said the administration had not tried any new initiatives, believing suggestions would be unwelcome. "We are new folks, and they are sick and tired of relearning new people."

She continued, "This year was just to get to know you, and it was not successful. We took on a lot of extra burdens trying to build relationships. Especially regarding discipline, we took too much on. A student not doing a writing assignment should not be a referral to the principal. It's a classroom issue. But we took it on this year. It's been completely ineffective — constant referrals. And yet, we

still have the reputation of being unresponsive.”

For this school, administrative turnover produced too little administrator control with perhaps too much teacher autonomy, and the strategy of the current administrators has even further undermined administrators' influence.

Consequently, teachers' responses to control-autonomy questions focus on control by peer leaders. As one explained it, “We do things as a collective. There's not peer pressure, but people go along — if everyone agrees, then everyone else agrees.”

The administrators seem not to understand the key role of peer leaders. Asked about plans for the next year, the vice principal said a key will be working with teachers likely to resist the administration's plans. However, curriculum leaders and team leaders are well positioned to deal with resisters, once they themselves accept a new administration proposal.

At the same time, some teachers yearn for administrative leadership. “Administration needs to be available — in the hallways, in the classrooms, popping in, saying hi,” one teacher said. “We don't have that here, so people feel, if no one is going to watch me, why should I care?”

“The last principal tried to get teachers to walk kids to class,” the teacher continued. “We did it for the first couple of weeks, and there were few fights in the hallway. But teachers didn't want to do it. [So some stopped], and nothing ever happened. This sets a tone for the rest of the staff that if you don't do what you don't want to do, nothing is going to happen to you. This was an effort introduced by the principal, but not with buy-in originally from leaders.”

As teachers without administrative leadership or outside support, they do not have the wherewithal to

set the school on a strong upward trajectory of improvement.

Among the main things this school lacks is stable leadership capable of attending effectively to the five challenges. For example, if administrators chose this year to push for literacy instruction across the curriculum, could they introduce it effectively? Achieve accountability with a balance of control and autonomy for teachers? Inspire teachers to embrace ambitious goals and to implement the new program relentlessly, resisting discouragement? Would teachers take seriously administrators' overarching vision for school improvement?

Without leadership that can meet these challenges, Revolving-Door Middle School seems unlikely to harvest more fully its potential as a professional community that educates children well.

CASE 2

Relentless Elementary School

Relentless Elementary School (a pseudonym) is a small elementary school in northern Ohio where almost 80% of students are non-white, and more than that qualify for free and

reduced lunch. **In Case 2, the staff has a sense of family and accepts the principal as leader.**

The staff here also prides itself on a strong sense of “family.” However, they accept the principal as their leader. She arrived four years ago to lead a largely inherited faculty. For the first two years, she worked to dismiss two teachers she regarded as problems and ultimately succeeded. A strong professional development leader, she has focused the staff on particular instructional challenges and been supported with several programs that the district has provided. Test scores rose significantly in the year after she arrived and have stayed high for the past three years, though reading scores dropped slightly in the

Bill of Rights 12x58p black p. 51

feature / LEADERSHIP

year before the observational visit. How does this principal introduce ideas so as to get buy-in (trust and interest)? The principal and teachers independently emphasized the importance of the way professional development is introduced in the school.

When the district is promoting a new initiative, the principal takes two lead teachers with her to district trainings and then creates two-hour slots where the three present the new material to the rest of the staff. The teacher-teacher nature of this presentation — with the principal in the mix — is particularly effective. As one teacher said, "If the principal says it's a good idea, 'This is what colleges and universities around the country are doing,' we try it. Usually there are some good points we can keep with us. ... One of the keys to our success is to ask, 'Is this working?' We're quick to change when we need to."

To learn more

- The five challenges, an expanded description.
- Leadership and teacher engagement, a diagram by Ronald F. Ferguson. Visit www.nsdcc.org/ XXXXXXX

How does this principal balance leadership control with teacher autonomy? She has a low tolerance for teachers who refuse to participate appropriately as members of the staff. "We're expected to comply with the district," the principal said. "I have to embrace it; model it; be enthusiastic. ... I reinforce what we are supposed to be doing in weekly (grade-level) meetings and also when doing classroom observations." A teacher said, "She has high standards. You know she is also working. She models for us. The enthusiasm shows."

Yet teachers are invited to offer

opinions and expect their opinions to be taken seriously. In addition, the principal agrees implicitly not to strictly enforce some rules, such as the rule that rubrics should be posted in classrooms and reflected in the comments on student work. She says, "You have to pick your battles."

How does this principal support ambitiousness and industriousness? In the Effective Professional Development framework, we say that people are more likely to be ambitious and industrious when five conditions that support ambitiousness and industriousness are satisfied:

- Success seems feasible on goals that are clearly defined;
- The goals seem important;
- The experience is enjoyable;
- Supervisors are both encouraging and insistent; and
- Peers are supportive.

The professional climate in this school satisfies all five conditions. The principal is an enthusiastic proponent of improvement through targeted programs, rigorously implemented. She and teachers agree on the value of weekly meetings where she participates with each grade-level team. Together, they examine student work, discuss student progress, and discuss new initiatives. She works one-on-one with some teachers to keep them focused on new instructional approaches. She works hard to keep up morale by convincing teachers that success is within their control and the work is important.

Much attention is paid to sustaining the school's reputation for high scores on state tests. When asked about the source of the staff's determination to achieve high scores, teachers respond, "Partially us, partially the principal. We are being judged. We want to do well. Have to keep up our reputation. We do better than many suburban schools [but they look down on us in a way]. We experience joy in seeing our children succeed."

In general, the teachers feel that although there are too many new approaches each year, they are well supported both in terms of professional development and, importantly, materials. At this school, they are not expected just to figure things out for themselves after one workshop.

How does this principal achieve coherence and consolidation? Under this principal's leadership, teachers at the school clearly understand their mission and methods by which to achieve it. Coherence with regard to particular programs comes from the ways that programs are managed and monitored during implementation and from the ways that the effective elements from programs are ultimately integrated into the school's core instructional regime.

CONCLUSION

To various degrees, school communities are predisposed to be trustful or mistrustful; cooperative or caught up in power struggles; ambitious or uncommitted; persistently industrious or easily discouraged; cohesive or chaotic.

Leaders can use the Effective Professional Development framework to diagnose, anticipate or plan for implementation challenges. Teachers' survey responses suggest that when new initiatives founder, it is due less to the initiatives' merits or characteristics and more to the ways in which the initiatives are introduced, managed, and supported. Too many initiatives are poorly introduced, not embedded in systems of accountability, poorly supported with training, and crowded by competing demands on time and attention. By successfully addressing the five challenges in implementing professional learning programs, school leaders can effectively improve instruction in their schools.



BOARD RESOLUTION

Date: December 4, 2012
 To: Dr. Kelvin R. Adams, Superintendent
 From: John Windom, Exec. Director, Full Service Schools

Agenda Item : 01-17-12-05
 Action:

Action to be Approved: **Contract Renewal**
 (i.e.: Sole Source, Ratification)

Previous Board Resolution # 10-25-11-09
 Prior Year Cost \$100,000.00

SUBJECT: To ratify the contract renewal with Area Resources for Community and Human Services (ARCHS) for After School for All Partnership of St. Louis (A.S.A.P.) services which provide after school programming for SLPs students. The period of the agreement is from July 1, 2012 - June 30, 2013 at a cost not to exceed \$50,000.00.

BACKGROUND: The A.S.A.P. is committed to providing after school programming that will achieve positive outcomes for children. The District is a key member of the partnership and will be the recipient of assistance in management, monitoring, and evaluation of its after school programs which will serve approximately 3,000 students.

Studies have consistently shown that high quality after school programs can markedly increase engagement in learning by providing students with opportunities and experiences typically not available during the regular school day. Students who are engaged in after school programs behave better in school, have better work habits, higher educational aspirations, improved attitudes toward school, a greater sense of belonging in the community and better relationships with parents.

Accountability Plan Goals: Goal I: Student Performance **Objective/Strategy:** A.3.d

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

Fund Source:	827-A2-233-1256-6319	Non-GOB	Requisition #:
Amount:	\$50,000.00		
Fund Source:			Requisition #:
Amount:			
Fund Source:			Requisition #:
Amount:			
\$50,000.00	<input checked="" type="checkbox"/> Pending Funding Availability		Vendor #: 600013825

Department: Community Education

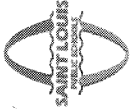
Requestor:

Argela Banks, Budget Director

 Leon Fisher, CFO/Treasurer

John Windom, Exec. Director, Full Service Schools

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: November 8, 2012		
Dept / School: Community Education		Reported By: John Windom		
Vendor: ARCHS		Vendor #: 600013825		
Contract # / P.O. #: 4500162376		Contract Name: Area Resources for Community and Human Services (ARCHS)		
Contract Amount: \$ 100,000.00		Award Date: 10-25-11		
Purpose of Contract (Brief Description): This is a partnership agreement with Area Resources for Community and Human Services (ARCHS) for After School for All Partnership of St. Louis (A.S.A.P.) services which provide after school programming for SLPS students.				
<p>The A.S.A.P. is committed to providing after school programming that will achieve positive outcomes for children. The District is a key member of the partnership and will be the recipient of assistance in management, monitoring, and evaluation of its after school programs which will serve approximately 3,000 students.</p> <p>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</p>				
Category	Rating	Comments (Brief)		
Quality of Goods / Services	5 x4	Progress is being made in this area.		
	3			
	2			
	1			
	5 x4			
Timeliness of Delivery or Performance	5	Need increase in frequency of reports.		
	4			
	x3			
	2			
	1			
Business Relations	5	Too many people involved in the communication and addressing of issues. Greater efficiency is needed.		
	x4			
	3			
	2			
	1			
Customer Satisfaction	5	Need all programs to operate with well trained staff.		
	x4			
	3			
	2			
	1			
Cost Control	x5	District contributes \$100,000 as a portion of a multi-million dollar budget.		
	4			
	3			
	2			
	1			
Average Score		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"/>	

FY13 ARCHS Afterschool Program Sites

1	Adams
2	Ashland
3	Bryant Hill
4	Cole
5	Columbia
6	Cote Brillante
7	Dunbar
8	Farragut
9	Ford
10	Froebel
11	Herzog
12	Hodgen
13	Jefferson
14	Laclede
15	Lexington
16	Mann
17	Mason
18	Meramec
19	Mullanphy
20	Nance
21	Oak Hill
22	Sherman
23	Sigel
24	Woodward
25	Woerner



BOARD RESOLUTION

Date: November 30, 2012

Agenda Item: 01-17-18-06

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: John Windom, Exec. Director, Full Service Schools

Action to be Approved:

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

Contract Increase/Decrease

Previous Board Resolution # 10-18-12-17

Previous Acceptance \$26,320.00

SUBJECT: To approve the amendment of Board Resolution #10-18-12-17, for the Missouri Botanical Garden, to include the increased cost to provide the Accessibility Service Project for Soldan High School. The contract with the Missouri Botanical Garden will be increased by \$2,800.00 for the period October 1, 2012 through May 15, 2013. The total cost of the contract including the amendment will be \$29,120.

BACKGROUND: The original Board Resolution amount did not include the collaboration with the St. Louis Society for the Blind and Visually Impaired to plan and implement a service learning project for Soldan students that will enrich the experience of visiting the Garden for those with limited abilities. In order to provide services written in the grant the cost of the contract must be increased.

Accountability Plan Goals: Goal I: Student Performance **Objective/Strategy:** 1.A.3.d

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

Fund Source: 827-W5-293-1663-6319	Non-GOB	Requisition #: 10132403
Amount: \$2,800.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost Not to Exceed: \$2,800.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600001260

Department: Community Education

Requestor: Judith King

Angela Banks, Budget Director

John Windom, Exec. Director, Full Service Schools

Leah Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Revised 07/06/2011 Reviewed By:

Reviewed By: _____ Reviewed By: _____



MISSOURI BOTANICAL GARDEN

P.O. Box 299 • St. Louis, MO • 63166-0299 USA • +1 (314) 577-5100 • www.mobot.org

June 11, 2012

Dr. Kelvin R. Adams
Superintendent of Schools
St. Louis Public Schools
801 N. 11th Street
St. Louis, Missouri 63101

Dear Dr. Adams:

On behalf of the Missouri Botanical Garden, we are delighted to serve as one of your community partners in *Connections for Youth 2012*. We enthusiastically pledge our support, expertise, energy and resources to this collaborative, after-school program aimed at engaging and enriching SLPS-district students.

Since its founding, Missouri Botanical Garden has been committed to connecting people with plants and the wonders of the natural world. Today, education remains at the heart of everything we do — from playing host to nearly one million visitors a year to strengthening science learning and teaching for students and teachers to supporting sustainability and conservation efforts throughout the St. Louis community and around the world. Today, the Garden and its St. Louis-area sites (including Shaw Nature Reserve, Sophia M. Sachs Butterfly House and Litzsinger Road Ecology Center) provide in-depth, nature-inspired educational programs for nearly 100,000 students and 4,000 teachers each year. The Garden's team of professional, passionate educators focus on core priorities: (1) reconnecting people with nature; (2) increasing young people's interest in science and conservation careers; and (3) propelling the community toward sustainable living.

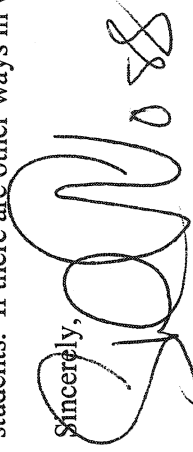
In just the past year (2011-2012), the Garden collaborated in a year-long *Sprouting Schools* program with Washington Montessori. The program focused on strengthening student and teacher appreciation and understanding of plants and the natural world while also promoting science inquiry skills. Professional development sessions engaged teachers in botany, ecology and earth science investigations in the schoolyard, classroom and school garden, while curriculum and hands-on instructional supplies enabled enriching science lessons for more than 330 preK-3rd grade students. Garden educators helped teachers design lessons that connected young children's observations to science concepts and created stimulating questions and investigations. Garden educators then modeled inquiry practices during the delivery of these lessons. Students discovered nature outside their classroom door and at the Garden, and with the encouragement and support of Garden instructors, helped plant garden beds in their schoolyard. This comprehensive program also embraced and supported the critical role of parents in young learners' lives, and engaged Washington Montessori families through Family Science Nights held at the school and at Missouri Botanical Garden.

The Garden seeks to build on this momentum at Washington Montessori through its participation in the *Connections for Youth 2012* program. Specifically, the Garden will:

- In Years 1-3, plan and conduct each year 24, two-hour sessions at Washington Montessori serving a total of 60 elementary students, and 20, two-hour sessions at Soldan International Studies High School serving a total of 40 high school students. The visits will include one Saturday Academy at the Garden and one after-school student visit to the Garden for each school*. These services will be provided at an annual cost of \$6,720 for elementary school programming and \$5,600 for high school programming. **Transportation will be procured, coordinated and underwritten by the District.*
- Collaboratively plan, develop and co-deliver thematic units with the Saint Louis Zoo and the Saint Louis Science Center to ensure sessions are coordinated, cohesive, and articulated. Ensure all programming is delivered using best practices in inquiry-driven learning and teaching. Integrate elements of place-based education, service learning and family engagement throughout the year.
- In Year 1, collaborate with the St. Louis Society for the Blind and Visually Impaired to plan and implement a service learning project for Soldan students that will enrich the experience of visiting the Garden for those with limited abilities. These services will include 10, two-hour sessions at a cost of \$2,800. Two of these sessions will take place at the Garden* (one in the Fall and one in the Spring), while the other eight will be at Soldan. **Transportation will be procured, coordinated and underwritten by the District.*
- Provide complimentary one-day admission passes to Missouri Botanical Garden, Shaw Nature Reserve and Sophia M. Sachs Butterfly House to participating students and families as part of a culminating learning experience associated with the *Connections for Youth 2012* program.
- Appoint a representative to serve on the Project Advisory Council.
- Participate in project evaluation activities as necessary.

Thank you again for inviting us to join you and other community partners in this exciting program focused on providing enriching, meaningful after-school learning experiences for SLPS students. If there are other ways in which we can be of service, please don't hesitate to call.

Sincerely,



Sheila S. Voss
VP, Education



BOARD RESOLUTION

Date: December 3, 2012
 To: Dr. Kelvin R. Adams, Superintendent
 From: Blake Youde, Dep. Supt., Institutional Advancement

Agenda Item : 01-1713-07

Action:

Action to be Approved:
 Agency/Partnership Agreement

Other Transaction Descriptors:
 (i.e.: Sole Source, Ratification)

SUBJECT: To approve an Agency Service Agreement with Healthy Youth Partnership to fund mini grants at 16 elementary schools participating in the Aim to Fitness program as proposed in the U. S. Department of Education - Carol M. White - Aim to Fitness Grant. The Agreement is for the period January 18, 2013 - July 31, 2013 and shall not exceed \$90,038.00.

BACKGROUND: The District was awarded the USDE Carol M. White Aim to Fitness Grant in September 2012 for use during the 2012-2013 school year. According to the grant agreement, for school year 2012-2013, SLPs may designate sixteen schools to receive the mini grants. Schools that receive mini grants from the Healthy Youth Partnership may use them to fund services that are in keeping with the goals and objectives of the Carol M. White Aim to Fitness Grant. Services provided may include, but are not necessarily limited to, physical activity programs, nutrition education programs, and professional development workshops for SLPs staff. Please see the attached list for the sixteen schools that will be participating in the grant program.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.

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

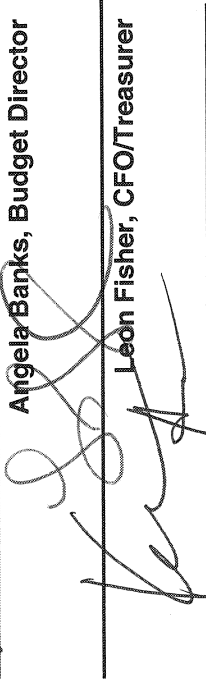
Fund Source: 847-WZ-293-1123-6319	Non-GOB	Requisition #: 10132473
Amount: \$90,038.00		
Fund Source:		Requisition #:
Amount:		Requisition #:
Cost Not to Exceed: \$90,038.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600015204

Department: Development Office

Requestor: Linda Riekes


 Blake Youde, Dep. Supt., Institutional Advancement


 Angela Banks, Budget Director


 Leon Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



AGENCY SERVICE AGREEMENT
BETWEEN
Special Administrative Board of the
Transitional School District of the City of St. Louis
AND
Healthy Youth Partnership

This Agency Service Agreement ("Agreement") is made and entered into as of the 18th day of January, 2013 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 Healthy Youth Partnership also known as HYP (hereinafter Agency).

WHEREAS, the District is in need of certain services as a part of the U.S. Department of Education – Carol M. White – Aim To Fitness Grant for its students and has selected the Agency to provide such classes; and

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

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

TERM: This agreement shall commence on the 18th Day of January, 2013, and shall be completed on the 31st Day of July, 2013.

SCOPE OF SERVICES:

The Agency will provide

1. Coordination of one or more mini-grant programs wherein HYP partners and/or other community agencies provide services to participating SLPS schools for each academic year of the Carol M. White PEP grant term. The participating schools will be decided by SLPS. For school year 2012-13, sixteen (16) schools are slated to begin receiving services; for each subsequent year of the grant term HYP will provide services to the schools identified by SLPS, not to exceed eighteen (18) schools in any one year of the grant term. The services provided by HYP will be in keeping with the goals and objectives of the Aim To Fitness Grant and may include but not necessarily be limited to mini-grants, activities related to School Health Advisory Councils (SHACS), physical activity programs, nutrition education programs, and professional development workshops for SLPS staff. These services may be provided before school, after school, or integrated into the school day.

Under the grant, community collaboration is in place to implement the mini-grant proposed. Jayne Greenberg is hired to provide evaluation services.

2. A Community Coordinator to be hired by HYP who will work collaboratively with HYP partners, HYP Board of Directors and St. Louis Public Schools in order to implement the above mini-grant programs.

3. Evaluation of the above mini-grant programs, to include such activities as process/implementation, goals and objectives specific to each content area (physical activity, nutrition, etc.), and other outcome measures as deemed necessary by HYP. It is expected that HYP will work closely (meetings, phone calls, etc.) with other Aim To Fitness Grant contracted evaluation partners to coordinate activities and prevent overlap and duplication of effort. It is agreed that Jayne Greenberg will provide evaluation services at a cost of \$15,000. The payment to Dr. Greenberg, detailed above will be made bi-annually.

SLPS will provide

1. Project Director to facilitate close collaboration between HYP and the schools and contacts within the schools to be included in the mini-grant programs.
2. District support, dedicated personnel, and sufficient time and space to convene at a minimum semi-monthly basis the School Health Advisory Councils (SHACS) for all participating schools in the mini-grant program described above.
3. Project Director shall provide written feedback as to the progress of HYP activities at least on quarterly basis and shall meet with the HYP Community Coordinator and Board to discuss progress, problems, and future plans at least twice during the contracted period
4. Sufficient access to SLPS schools (playgrounds, gyms, classrooms, outdoor spaces, meeting rooms, etc.) participating in the mini-grant program for HYP staff and contracted partners to implement above programs. All HYP activities will adhere to relevant SLPS policies and procedures, and the Project Director should provide clear guidance as to such policies and procedures as they relate to communications, marketing, use of equipment, and other relevant policies and procedures.
5. Support and assistance from SLPS Development and Partnership Director to secure additional funding for grant implementation and evaluation.

PERFORMANCE: The Agency agrees to perform the Services set forth above in a competent and professional manner. The Agency shall be and shall remain fully responsible for the quality and accuracy of Agency's work. Agency's performance will be measured according to the performance standards set forth in Attachment A.

COMPENSATION: The District shall compensate the Agency for the work as outlined in the payment schedule below (HYP does acknowledge the annual payment allowed per the grant terms are: \$90,038 – year 1; \$88,460.00 – year 2; \$89,539.00 – year 3).

PAYMENT SCHEDULE: Payment shall be provided to Agency upon receipt of invoices. Agency shall provide quarterly invoices to SLPS and shall be signed by the appropriate administrative Agency official. The Agencies quarterly invoices shall constitute the required financial reports under this Agreement. The Final Invoice shall be clearly identified as “final” and shall be submitted no later than thirty (30) days after the Agency’s end date.

BACKGROUND SCREENS: In the event that Agency employees will have direct contact with SLPS students, a background check will be required. The Agency shall arrange to have the background checks completed and provide a verification of a completed background check to SLPS for each employee who will have direct contact with SLPS students.

CONFIDENTIALITY:

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

Student Information. The Agency acknowledges that it shall now, and in the future may, have access to and contact with confidential information of students. Both during the term of this Agreement and thereafter, the Agency covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. The Agency covenants

and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Agency covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. Finally, the Agency covenants and agrees that any access to the confidential information of any student shall be in compliance with the Family Education Rights and Privacy Act ("FERPA").

Student Education/Medical Records. The Agency acknowledges that it shall now, and in the future may, have access to and contact with the education and/or medical records of students. Both during the term of this Agreement and thereafter, the Agency covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. The Agency covenants and agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of said confidential information, but instead will use said information only for the purposes contemplated hereunder. Further, the Agency covenants and agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing services for the District hereunder or by law. Finally, the Agency covenants and agrees that any access to the education records of any student shall be in compliance with FERPA and any access to the medical records of any student shall be in compliance with the Health Insurance Portability and Accountability Act of 1996.

Exceptions to Confidentiality Obligations. Notwithstanding the foregoing, the Agency's obligations of confidentiality will not include information which:

at the time of disclosure was in the public domain;

after such disclosure, immediately becomes generally available to the public other than through any act or omission of the Agency or its Personnel; and

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.

INDEMNIFICATION

SLPS agrees to hold harmless the Agency and the Agency's officers, directors, employees, volunteers and agents from and against all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) which may be suffered by or incurred by or threatened against the Agency or any of its officers, directors, employees, volunteers and agents of Agency on account of or resulting from injury, or claim of injury to person or property arising out of the negligence or alleged negligence of SLPS.

Agency agrees to hold harmless SLPS and SLPS's officers, directors, employees, volunteers and agents from and against all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable legal fees and expenses) which may be suffered by or incurred by or threatened against SLPS or any of its officers, directors, employees, volunteers and agents of SLPS on account of or resulting from injury, or claim of injury to person or property arising out of the negligence or alleged negligence of Agency.

INSURANCE

SLPS has a self funded arrangement to address liability claims which may be presented against SLPS or its employees. This program has a limit of \$1,000,000. SLPS is a qualified self-insurer in the State of Missouri.

Agency shall maintain occurrence based insurance including comprehensive general liability in the amount of \$500,000. The Agency will also carry Workers' Compensation coverage as mandated by the State of Missouri.

TERMINATION

- a. **Termination without Cause.** Either party 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 Agency 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.

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.

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.

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.

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

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:

Healthy Youth Partnership

910 N. Eleventh St.

St. Louis, MO 63101-1018

Attn: President of the Board - 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.

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 Agency understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Agency of the approval or disapproval of the SAB. 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.

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

**HEALTHY YOUTH PARTNERSHIP
910 NORTH 11TH ST.
ST. LOUIS MO 63101-1018**

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

By: _____

Title: President, Board of Directors

By: _____

Date: _____

Title: _____

Date: _____

Attachment A

Performance Standards

The Healthy Youth Partnership will provide:

- At least two (2) mini-grants
- At least two activities related to the School Health Advisory Councils

**PEP Grant Year 1 2012-2013
1st Cohort - Clusters A, B, C**

Cluster A,B,C	SCHOOL BELL TIME	ADDRESS PHONE #	PRINCIPAL	PE TEACHER
1	Adams Elementary	1311 Tower Grove Ave., 63110	Tawana Hughes	John Johnson
A	8:05-3:02	535-3910		
2	Ames VPA Elementary	2900 Hadley, 63107	JaVetta Parks-Prince	James Karwoski
B	9:10-4:07	241-7165		
3	Ashland Elementary	3921 No. Newstead, 63115	Lisa Brown	Luxora Crawford
C	8:05-3:02	385-4767		
4	Clay Elementary	3820 No. 14 th St., 63107	Donna Owens	Lindsey Petersen
B	8:05-3:02	231-9608		
5	Cole Elementary	3935 Enright, 63108	Sean Nichols	Aneta Pavlova
B	8:05-3:02	533-0894		
6	Hamilton Elementary	5819 Westminster Place, 63112	Starlett Frenchie	Karen Schneider
B	8:05-3:02	367-0552		
7	Hickey Elementary	3111 Cora Ave., 63115	Peggy Starks	Fabian Turner
C	8:05-3:02	383-2550		
8	Hodgen Elementary	1616 California, 63104	Regina Hasty	Steven Mercado
A	9:20-4:17	771-2539		
9	Laclede Elementary	5821 Kennerly Ave., 63112	Daisy Fisher	Sabrina Mack
C	8:15-3:12	385-0546		
10	Lexington Elementary	5030 Lexington Ave., 63115	Myra Pendleton	Russell Arms
C	8:05-3:02	385-2522		
11	Lyon Acad. Basic Inst.	516 Loughborough, 63111	Isakli Ingrid	Nicholas Schwerdt
A	8:05-3:02	353-1349		
12	Mason Elementary	6031 Southwest Ave., 63139	Deb Leto	James Blanke
A	8:05-3:02	645-1201		
13	Peabody Elementary	1224 S. 14 th St., 63104	Carey Cunningham	Ashley Daniels
A	8:05-3:02	241-1533		
14	Walbridge Elementary	5000 Davison Ave., 63120	Cynthia Harrison-Lewis	Cheryl Paige
C	8:05-3:02	383-1829		
15	Washington Montessori	1130 N. Euclid, 63113	DeAndrea Torrey	Benjamin Cornell
B	9:10-4:07	361-0432		
16	Woerner Elementary	6131 Leona, 63111	Peggy Meyer	Terry Hessler
A	9:10-4:07	481-8585		
M. Leanne White, Ed.S. Project Director (314)345-4402 office (314) 952-8511 cell				Travis Brown Athletic Director (314) 345-4405



BOARD RESOLUTION

Date: December 4, 2012 Agenda Item : 01-17-12-08
 To: Dr. Kelvin R. Adams, Superintendent Action:
 From: Roger L. CayCe, Exec. Dir., Operations/Bldg. Comm

Action to be Approved: **Contract Renewal**
 St. Louis Parking Garage Management Agreement
 Previous Board Resolution: **12-14-04-03**

Other Transaction Descriptors:
 (i.e.: Sole Source, Ratification)

SUBJECT: To approve a contract renewal with St. Louis Parking to operate the 911 Garage and designated District-owned surface lots as a commercial parking garage and special events parking for the same terms and conditions of our expired agreement. The term will begin January 18, 2013 through December 31, 2013. All fees due to St. Louis Parking are paid from the gross revenues generated from the operation of the 911 Garage and special event parking on the District-owned surface lots.

BACKGROUND: This agreement authorizes St. Louis Parking to operate the parking facility located at 911 North 11th Street (referred to as the 911 Garage), and school lots at 1050-98 and 1118 S. 7th Street (Madison School), 2035 Russell Avenue (Sigel School), 2129 Ann Boulevard (McKinley School), 2516 S. 9th Street and 2515 S. 7th Street (Humboldt School), 2117-2131 South 7th Street (Lafayette School), 3450 Wisconsin & 3415 Salena (Shepard School), 1921 Prather Avenue (Wilkinson @ Roe School), and 6746 Clayton Avenue (Dewey School), (referred to as Parking Lots).

Accountability Plan Goals: Goal III: Facilities, Resources Support

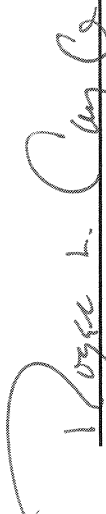
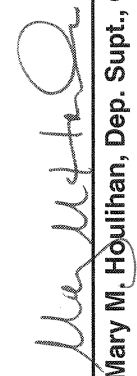
Objective/Strategy: III.C.1


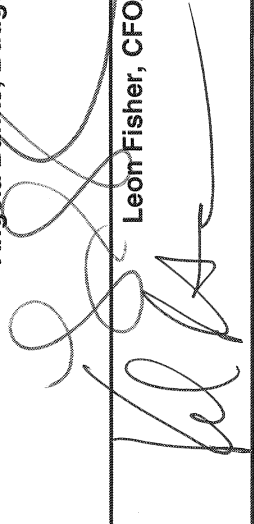
FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

Fund Source:	000-84-110-0000-5192	GOB	Requisition #:	NA
Amount:			Requisition #:	
Fund Source:			Requisition #:	
Amount:			Vendor #:	600004355
Fund Source:				
Amount:				
Cost not to Exceed	<input type="checkbox"/> Pending Funding Availability			

Department: Operations

Requestor: Marti L. Roveda


 Roger CayCe, Exec. Dir., Operations/Bldg. Comm.

 Mary M. Houlihan, Dep. Supt., Operations


 Angela Banks, Budget Director

 Leon Fisher, CFO/Treasurer
 Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: 11/26/2012	
Dept / School: Real Estate	Reported By: Marti Roveda	
Vendor: St. Louis Parking	Vendor #:	
Contract # / P.O. #:	Contract Name: Garage Management Agreement	
Contract Amount: % of Gross Revenue	Award Date:	
Purpose of Contract (Brief Description): To operate the 911 Garage and designated District owned surface lots as a commercial parking garage and special events parking.		
Performance Ratings: Summarize the vendor's performance and circle the number which best describes their performance in that category. See Vendor Performance Report Instructions for explanations of categories and numeric ratings (<i>please attach additional sheets if necessary</i>). Ratings 5 = Exceptional; 4 = Very Good; 3 = Satisfactory; 2 = Marginal; 1 = Unsatisfactory		
Category	Rating	Comments (Brief)
Quality of Goods / Services	5 4 3 2 1	
Timeliness of Delivery or Performance	5 4 3 2 1	
Business Relations	5 4 3 2 1	
Customer Satisfaction	5 4 3 2 1	
Cost Control	5 4 3 2 1	
Average Score	4.4	
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

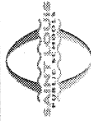
- Type of report** Identify if this the final report or a quarterly report (3 months)
- Report Date** the date the report is prepared
- Department** Indicate the name of the reporting department
- Reported By** Please sign your name
- Vendor** Enter the vendor's name
- Vendor Number** Enter the vendor's 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



Board Resolution

Date: December 4, 2012 Agenda Item: DP-17-12-09
 To: Dr. Kelvin R. Adams, Superintendent Action: X
 From: Cheryl VanNoy, Exec. Dir., Technology Services

Action to be Approved: X Contract Other Transaction Descriptors: Sole Source
 Previous Cost: \$ 90,000.00

SUBJECT:

To approve a sole source contract with Microsoft Services Premier Agreement to provide problem resolution support that covers technology systems 24/7, training and workshops that keep the Technology staff up to date on the latest technologies. The support will be for the period January 18, 2013 through January 18, 2014 at a cost not to exceed \$93,000.

BACKGROUND:

As a Premier Support customer, SLPS will be provided flexible assistance that includes proactive planning and support, onsite training and best practices, in-depth workshops, and a comprehensive suite of online information services designed to meet the District's complex support needs. SLPS will have access to technical support professionals who provide rapid problem resolutions 24 hours a day, seven days a week. This represents an increase of 3% due to the increase in salary of Microsoft certified technicians.

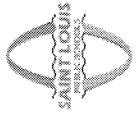
Accountability Plan Goal: Goal III: Facilities, Resources Support Objective/Strategy: III.C.

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

Fund Source:	981 - 75 - 110 - 2828 - 6319	GOB	Requisition #:	10132481
Amount:	\$ 93,000.00		Requisition #:	
Fund Source:	- - - - -		Requisition #:	
Amount:				
Fund Source:	- - - - -			
Amount:				
Cost Not to Exceed	\$ 93,000.00	Pending Funding Availability	Vendor #:	600007990

Department: Technology Services
Cheryl VanNoy
 Cheryl VanNoy, Exec. Dir., Technology Services
Mary M. Houlihan
 Mary M. Houlihan, Dep., Supt., Operations

Angela Banks
 Angela Banks, Budget Director
Leon Fisher
 Leon Fisher, CFO/Treasurer
Dr. Kelvin R. Adams
 Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Cheryl VanNoy	Date: November 21, 2012
Department / School: Technology Services	Phone Number: 314-345-2366
<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) Training and support for Microsoft products.	
Vendor Name: Microsoft Corporation	Email:
Vendor Contact: Meaghan Harned	Phone Number:
Justification Information	
1. Why the uniquely specified goods are required?	
Microsoft is the vendor that we use for specific training and upcoming modifications/additions/upgrades in software applications—specifically with Microsoft products.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Because the software is a Microsoft product and because all of our equipment includes these applications, the sources for this specific training and support is only available from the actual vendor.	
3. Other relevant information if any (i.e., attach manufacturer’s statement verifying exclusive availability of product etc...)	
4. List the Names of other Vendors contacted & Price Quotes:	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
Department Head	Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

Delivery Date Only one supplier can meet necessary delivery requirements.

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

2. If the Sole Source Criteria is met, then complete the Sole Source Form;

3. If the Sole Source Criteria are no met, then the item must be bid.



Vendor Performance Report

Type of report: Final X Quarterly <input type="checkbox"/>	Report Date: 11/19/2012	
Dept / School: Technology	Reported By: Cheryl VanNoy	
Vendor: Microsoft	Vendor #: 600007990	
Contract # / P.O.#: 4500159730	Contract Name: Microsoft Software Support	
Contract Amount: \$ 90,000	Award Date: 11-15-11	
Purpose of Contract (Brief Description): Microsoft software support		
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	X5	
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	X5	
	4	
	3	
	2	
	1	
Business Relations	X5	
	4	
	3	
	2	
	1	
Customer Satisfaction	X5	
	4	
	3	
	2	
	1	
Cost Control	5	
	X4	
	3	
	2	
	1	
Average Score	4.8	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes X No <input type="checkbox"/>		

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



BOARD RESOLUTION

Date: December 6, 2012
 To: Dr. Kelvin R. Adams, Superintendent
 From: Sheila Smith-Anderson, Exec. Dir., Curr. Instruc

Agenda Item : 01-17-13-10
 Action:

Action to be Approved: Contract

Other Transaction Descriptors:
 (i.e.: Sole Source, Ratification)

RFP/Bid # 001-1213

SUBJECT: To approve a contract with Follett Systems to provide a new centralized library, textbook and asset management system for all schools. The cost includes 225 new bar code scanners and services to physically barcode all existing textbooks, leveled book rooms and other assets. The contract will be for the period January 18, 2013 to January 17, 2014. The cost of the contract will not exceed \$759,458 which includes a 10% contingency of \$69,042. (The pricing reflects a credit for the current library system)

BACKGROUND: The SLPS management system is more than 10 years old and soon will not be supported by the vendor. The current bar code scanners are unable to interface with new computers in the libraries causing the need for manual entry of new books. The system would provide single search capability across the District and would expand to include textbooks and other assets (computers, music and sports equipment). Textbooks and other assets, especially computer equipment such as iPads, laptops, netbooks, nooks and e-readers, continue to grow and there is currently no efficient way to track these items. The District would realize the following benefits:
 See Attached Page for listing of the benefits.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.D.

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

Fund Source: 847-00-110	GOB	Requisition #: TBD
Amount: \$759,458.00		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		Requisition #:
Amount:		Vendor #: 600002393
Cost Not to Exceed: \$759,458.00	<input type="checkbox"/> Pending Funding Availability	

Department: Curriculum & Instruction

Requestor: Sheila Smith-Anderson

Mary M. Houlihan, Dep. Supt., Operations

MH 12/6/2012

Dr. Nicole Williams, Dep. Supt., Academics

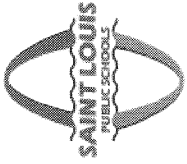
Angela Banks
 Angela Banks, Budget Director

Leon Fisher
 Leon Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Board Resolution For Follett Systems – Page 2

- a. Improved access and availability of library books, textbooks, and others assets across the District
- b. Savings on labor and manpower to manually track textbooks and other assets (TBD)
- c. Savings on cost of replacement textbooks (estimate \$326,000 savings annually) plus savings on cost of other replacement assets (TBD)
- d. Greater accountability for students and staff due to checkout process and tracking system
- e. Improved inventory control over library books, leveled bookroom books, textbooks, computer and other equipment
- f. Progress monitoring feature for students to expedite academic performance through data driven decisions, specifically in literacy



December 6, 2012

MEMORANDUM

TO: Dr. Nicole Williams
FROM: Sheila Smith-Anderson
RE: RFP 001-1213 Centralized Library, Textbook, & Asset Tracking

The evaluation took place on November 1, 2012. The evaluation committee consisted of the following:

Sheila Smith-Anderson	Executive Director, Curriculum, Instruction & Professional Development
Mary Houlihan	Deputy Superintendent - Operations
Dr. Pauline Moley	Supervisor – Academic Instructional Coaches
Audrey Jackson	Director – Leadership Development

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
Insignia Software	\$360,000	174	No
Follett Software	\$690,416	337	Yes

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

Sheila Smith-Anderson
Executive Director, Curriculum, Instruction & Professional Development

Demonstration Evaluation Summary
 Centralized Library, Textbook, Asset Tracking Summary

Comments	Ranking (1,2,3, etc)	Evaluation Pts Total	Name of Vendor
	2	174	Insignia Software
	1	337	Follett Software

Demonstration Evaluation Summary
 Centralized Library, Textbook, Asset Tracking Summary

	Name of Vendor	Evaluation Pts Total	Ranking (1,2,3, etc)	Comments
Insignia Software	174	2		
Follett Software	387	1		



BOARD RESOLUTION

Date: December 4, 2012

Agenda Item : 01-17-12-11

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Cheryl VanNoy, Exec. Dir., Technology Services

Action to be Approved: Contract

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

RFP/Bid # 006-1213 SAP Assessment Services

SUBJECT: To approve a contract with CIBER for SAP consulting services to be provided January 18, 2013 through June 30, 2013 at a cost not to exceed \$45,630 which includes a contingency of \$15,000 to allow one additional week of onsite evaluation, if necessary.

BACKGROUND: The district uses SAP as its Enterprise Resource Planning (ERP) system, specifically the Finance, HR and Payroll applications. The system was implemented in 1999 and updated to version ECC 6.0 in 2008. The 2008 upgrade was an "as is" upgrade with little enhanced functionality. There have been no modifications or enhancements since that time. Since the original implementation, employee turnover has reduced the number of SuperUsers fully trained in the use of SAP for their functional areas. There is currently only one in-house technical resource to support the application. The recent financial audits include many findings that could be best addressed with enhanced systems functionality. The goal with this assignment is to fully assess the current system and evaluate the feasibility and cost for any potential upgrades and/or improvements. The results of this assessment will be used to determine future priorities and projects to improve SAP including enhancements, training, and ongoing support.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy:

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

Fund Source: 981-75-110-2577-6319	GOB	Requisition #: 10132480
Amount: \$45,630.00		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		Vendor #: 600013075
Amount:		
Cost Not to Exceed: \$45,630.00	<input type="checkbox"/> Pending Funding Availability	

Department: Technology Services

Requestor:

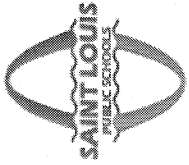
Cheryl VanNoy, Exec. Dir., Technology Services

Angela Banks, Budget Director

Leon Fisher, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



November 29, 2012

MEMORANDUM

TO: Mary Houlihan

FROM: Kevin Coyne

RE: Bid Evaluation Record for RFP# 005-1213 SAP Assessment Services

The evaluation began at 11/27/12 and concluded on 11/29/12. The evaluation committee consisted of the following:

Mary Houlihan	Deputy Superintendent - Operations	SLPS
Dr. James Henderson	Executive Director – Human Resources	SLPS
Leon Fisher	CFO/Treasurer	SLPS
Cheryl VanNoy	Executive Director – Technology Services	SLPS
Sheila Madkins	Director – Technology Services	SLPS

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
CIBER	\$30,630	23	Yes
Meridian Partners	\$154,720	17	No
Universal System Technologies	\$132,960	11	No

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

Kevin Coyne
Sr. Risk Management and Compliance Analyst
Finance Department

Evaluation Summary SAP Assessment Services

Comments	Ranking (1,2,3, etc)	Evaluation Pts Total	Name of Vendor
	1	23	Ciber
	2	17	Meridian Partners
	3	11	Universal System Technologies



BOARD RESOLUTION

Date: December 5, 2012

Agenda Item : 01-17-13-12

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Cheryl VanNoy, Exec. Dir., Technology Services

Action to be Approved: RFP/Bid

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

RFP/Bid # 007-1213 Erate Consulting Services

SUBJECT: To approve a contract with BTU, LLC for E-Rate consulting services to be provided January 18, 2013 through February 1, 2014 with an option to renew for up to two additional years at a cost not to exceed \$86,184.00 per year with the approval of the Board.

BACKGROUND: In the past, with assistance from consultants, the District has positively responded to Program Integrity Audits and other requests. Additionally, the District has received over 100+ million dollars in goods and services. The assistance of an E-Rate expert will facilitate both the planning and submission of applications for future funding requests. Per our District guidelines, this contract is put out for RFP every three years.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: 6.4.1

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

Fund Source: 981-75-110-2828-6319	GOB	Requisition #: 10132465
Amount: \$86,184.00		Requisition #:
Fund Source:		Requisition #:
Amount:		Vendor #: 600013980
Fund Source:		
Amount:		
Cost Not to Exceed: \$86,184.00	<input type="checkbox"/> Pending Funding Availability	

Department: Technology Services

Requestor:

Cheryl VanNoy
Cheryl VanNoy, Exec. Dir., Technology Services

Mary M. Houlihan
Mary M. Houlihan, Dep. Supt., Operations

Angela Banks
Angela Banks, Budget Director

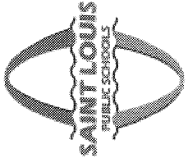
Lebn Fisher
Lebn Fisher, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Evaluation Summary

Erate Consulting Services

Comments	Ranking (1,2,3, etc)	Evaluation Pts Total	Name of Vendor
	1	360	BTU Consulting
	3	270	CSM Consulting, Inc.
	2	278	E-Rate Central
	4	232	Funds For Learning



December 4, 2012

MEMORANDUM

TO: Mary Houlihan

FROM: Kevin Coyne

RE: Bid Evaluation Record for RFP# 007-1213 Erate Consulting Services

The evaluation began at 11/28/12 and concluded on 11/28/12. The evaluation committee consisted of the following:

Cheryl VanNoy	Executive Director – Technology Services	SLPS
Mark Howell	Technology Services	SLPS
Anna Munson	Executive Director – Federal Grants Mgmt	SLPS
Kevin Coyne	Sr. Risk Mgmt & Compliance Analyst	SLPS

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
BTU Consulting	\$86,184	360	Yes
CSM Consulting, Inc.	\$94,500	270	No
E-Rate Central	\$85,000	278	No
Funds For Learning	\$58,000 + Travel Total - \$93,000	232	No

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

Kevin Coyne
Sr. Risk Management and Compliance Analyst
Finance Department



BOARD RESOLUTION

Date: December 4, 2012

Agenda Item : 01-17-13-13

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Cheryl VanNoy, Exec. Dir., Technology Services

Action to be Approved: RFP/Bid

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

RFP/Bid # Bid

SUBJECT: To approve a contract with Emerald Data Solutions for the BoardDocs product to be used for the Board document management system. The contract will be for the period February 1, 2013 through January 31, 2014 at a cost not to exceed \$10,000.

BACKGROUND: The District does not currently have a Board document system. BoardDocs is a product supported by MSBA and is used by a large number of districts in the State of Missouri. BoardDocs was compared and bid against the other major document management system as well as Sharepoint, an internal software option, and was found to be the best fit for SLPs.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy:

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

Fund Source: 981-00-110-2577-6319	GOB	Requisition #: 10132464
Amount: \$10,000.00		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		Requisition #:
Amount:		Vendor #:
\$10,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	

Department: Technology Services

Requestor:

Cheryl Van Noy
Cheryl VanNoy, Exec. Dir., Technology Services

Angela Banks

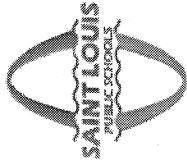
Angela Banks, Budget Director

Leon Fisher

Leon Fisher, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



November 29, 2012

MEMORANDUM

TO: Mary Houlihan

FROM: Kevin Coyne

RE: Bid Evaluation Record for Bid – Board Document Management System

The evaluation began at 11/27/12 and concluded on 11/29/12. The evaluation committee consisted of the following:

Mary Houlihan	Deputy Superintendent - Operations	SLPS
Leon Fisher	CFO/Treasurer	SLPS
Cheryl VanNoy	Executive Director – Technology Services	SLPS
Ruth Lewis	Board Office	SLPS
Kevin Coyne	Sr. Risk Mgmt & Compliance Analyst	SLPS

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
Emerald Data Solutions	\$10,000	25	Yes
IQM2	\$11,520	15	No
Sharepoint Technology		Did Not Meet Needs	No

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

Kevin Coyne
Sr. Risk Management and Compliance Analyst
Finance Department

Evaluation Summary
Board Document Management System

Comments	Ranking (1,2,3, etc)	Evaluation Pts Total	Name of Vendor
	1	25	Emerald Data Solutions
	2	15	IOM2
Would not meet the interactive needs required			Sharepoint



BOARD RESOLUTION

Date: November 30, 2012
 Agenda Item : 01-17-13-14

To: Dr. Kelvin R. Adams, Superintendent
 Action:

From: Roger CayCe, Exec. Dir., Operations/Bldg. Comm.

Action to be Approved: Contract
 Other Transaction Descriptors:
 (i.e.: Sole Source, Ratification)

RFP/Bid #042-1112A WINDOW REPLACEMENT AT MULTIPLE SCHOOLS

SUBJECT: To approve a contract with Hankins Construction for window replacements at Roosevelt High School. The work should begin on January 18, 2013 and end on October 31, 2013 at a cost not to exceed \$2,491,500 which includes a 10% contingency of \$226,500. This project will be funded through the Proposition S Bond Program.

BACKGROUND: The scope of this project consists of replacing "all" existing windows with aluminum windows in Roosevelt High School. All damaged window lintels will be replaced and tuckpointing will be provided as needed. Also included in the scope is the removal and reinstallation of the existing window shades, existing window blinds, existing woven or expanded metal security screens and the patching of any area disturbed by the removal and reinstallation of the windows. This project will be funded by the Proposition S Bond Program under building envelope upgrades estimated at \$27,806,065.00. With this project approved, the balance of the building envelope upgrades budget is \$567,912.00.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

Fund Source:	905-00-913-2611-6522	Proposition S	Requisition #:	10132463
Amount:	\$2,491,500.00		Requisition #:	
Fund Source:			Requisition #:	
Amount:			Vendor #:	600000806
Cost not to Exceed	\$2,491,500.00	<input type="checkbox"/> Pending Funding Availability		

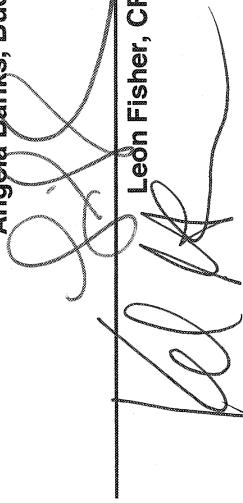
Department: Operations

Requestor: Linda C. McKnight


 Roger CayCe, Exec. Dir., Operations/Bldg. Comm.



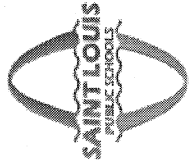
Angela Banks, Budget Director



Leon Fisher, CFO/Treasurer


 Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



November 29, 2012

MEMORANDUM

TO: Rick Schaeffer: Purchasing Office

FROM: Linda C. McKnight

RE: Bid Evaluation Record for RFP# 042-1112A Window Replacement at Multiple Schools

The evaluation began at 11/20/12, 10:00 a.m. This is a reevaluation. The evaluation committee consisted of the following:

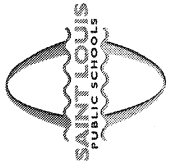
Roger CayCe	Building Commissioner	SLPS
Mike Dobbs	Project Manager	SLPS
Yvonne Green	Project Manager	SLPS
Ron Roberts	Program Manager	KWAME

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
Hankins Construction	\$2,265,000	360	Yes
CBE Constructors	\$2,915,960	320	No
Simms Building Group-nonresponsive	\$3,505,309	90	No
Kozeny Wagner	\$4,540,000	205	No

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

Linda C. McKnight
 Budget Analyst
 Operations Department



BID EVALUATION

PROJECT NAME: Window Replacement at Multiple Schools
PROJECT NUMBER: RFP# PS42A-1112
EVALUATED BY: Prop S Construction Management Team
EVALUATION DATE: November 21, 2012

Bid Proposals

Four bid proposals were received and publically opened on March 20, 2012 at 10:00 a.m. from the following contractor for the project:

1. **Hankins Construction:**
Roosevelt:
 - Base Bid** \$2,085,000
 - Lintel repair/replacement \$40,000
 - Alternate 1 (Add) \$140,000
 - Base bid + Alternate+ Lintel** **\$2,265,000**

2. **CBE Constructors:**
Roosevelt:
 - Base Bid** **\$2,672,883**
 - Lintel repair/replacement \$40,000
 - Alternate 1 (Add) \$203,077
 - Base bid + Alternate+ Lintel** **\$2,915,960**

3. **Simms Building Group:**
Roosevelt:
 - Base Bid:** **\$3,465,309**
 - Lintel repair/replacement \$40,000
 - Alternate 1 (Add) \$0.000
 - Base bid + Alternate+ Lintel** **\$3,505,309 (Nonresponsive)**

4. **Kozeny Wagner:**
Roosevelt:
 - Base Bid** **\$4,280,000**
 - Lintel repair/replacement \$40,000
 - Alternate 1 (Add) \$220,000
 - Base bid + Alternate+ Lintel** **\$4,540,000**

Hankins Construction:

Hankins Construction is the apparent low and responsive bidder because they have complied with the bid requirements and their bid proposal is 29% lower than the second low bidder (CBE Constructors). They are not a MBE firm and plan to have a total of 67% M/WBE participation combined without any breakdown of how the percentage is distributed between M/WBE. They have acknowledged addenda 1 through 4. They have no exclusions and are in agreement with the schedule. They are willing to use "P" Card as part of their bid amount. Based on our evaluation criteria form, they have obtained a total score of 85%.

CBE Constructors

CBE Constructors is the second low and responsive bidder because they have complied with the bid requirements and their bid proposal is 29% higher than Hankins Construction's bid. They are not a M/WBE firm, but they plan to have a total of 45% M/WBE participation; 40% MBE and 5% WBE. They have noted that additional efforts will be made to increase the M/WBE percentage. They have no exclusions and are in agreement with the schedule. They are not willing to use "p" Card as part of their bid amount. Based on our evaluation criteria form, they have obtained a total score of 65%.

Recommendation

Therefore, we recommend awarding the contract to Hankins Construction for the amount of \$2,265,000 inclusive of the base bid, alternate #1 and Lintel Repair.

BID SUMMARY FOR RFP# PS42-112A – Window Replacement at Multiple Schools											
Contractor	Price	score	M/WBE Participation	score	SLPS Past Performance	score	Use of "P" Card Included in Pricing	score	Vendor's Experience	score	Total Score
Hankins Construction	\$2,265,000.00	67%									
Score	Max 40%	35	Max 30%	30	Max 10%	5	Max 10%	10	Max 10%	10	90
CBE Constructors	\$2,915,960.00	45%									
Score	Max 40%	20	Max 30%	30	Max 10%	10	Max 10%	10	Max 10%	10	80
Simms Building Group-Nonresponsive	\$3,505,309.00										
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-
Kozeny Wagner	\$4,540,000.00	0.0%									
Score	Max 40%	10	Max 30%	-	Max 10%	10	Max 10%	10	Max 10%	10	40
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-

BID SUMMARY FOR RFP# PS42-112A – Window Replacement at Multiple Schools											
Contractor	Price	score	M/WBE Participation	score	SLPS Past Performance	score	Use of "P" Card Included in Pricing	score	Vendor's Experience	score	Total Score
Hankins Construction	\$2,265,000.00	67%									
Score	Max 40%	35	Max 30%	30	Max 10%	5	Max 10%	10	Max 10%	10	90
CBE Constructors	\$29,159,600.00	45%									
Score	Max 40%	20	Max 30%	30	Max 10%	10	Max 10%	10	Max 10%	10	80
Simms Building Group-Nonresponsive	\$3,505,309.00										
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-
Kozeny Wagner	\$4,540,000.00	0.0%									
Score	Max 40%	10	Max 30%	-	Max 10%	10	Max 10%	10	Max 10%	10	40
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-

BID SUMMARY FOR RFP# PS42-1112 A – Window Replacement at Multiple Schools											
Contractor	Price	score	M/WBE Participation	score	SLPS Past Performance	score	Use of "P" Card Included in Pricing	score	Vendor's Experience	score	Total Score
Hankins Construction	\$2,265,000.00		67%								
Score	Max 40%	35	Max 30%	30	Max 10%	5	Max 10%	10	Max 10%	10	90
CBE Constructors	\$2,915,960.00		45%								
Score	Max 40%	20	Max 30%	30	Max 10%	10	Max 10%	10	Max 10%	10	80
Simms Building Group-Nonresponsive	\$3,505,309.00										
Score	Max 40%	15	Max 30%	-	Max 10%	10	Max 10%	10	Max 10%	10	45
Kozeny Wagner	\$4,540,000.00		0.0%								
Score	Max 40%	10	Max 30%	30	Max 10%	10	Max 10%	10	Max 10%	10	70
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-

 **BOARD RESOLUTION**

Date: November 30, 2012

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 01-17-12-15

Action:

Action to be Approved: Contract

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

RFP/Bid # PS76-1213 Outdoor Classrooms for Lexington, Stix, Washington Montessori and Wilkinson @ Roe

SUBJECT: To approve a contract with Hankins Construction Company to build Outdoor Classrooms at Lexington, Stix, Washington Montessori and Wilkinson @ Roe Elementary Schools. The work should begin on January 18, 2013 and end on October 31, 2013 at a cost not to exceed \$981,200 which includes a 10% contingency of \$89,200. This project will be funded through the Proposition S Bond Program.

BACKGROUND: The Outdoor Classrooms are intended to engage students in learning about nature, science, weather, nutrition, natural processes, and health using the unique opportunities made possible in an outdoor setting; and to help students gain an awareness of the link between nature and food, clothing, and shelter. This project will be funded by the Proposition S Bond Program under Playgrounds/Parking upgrades estimated at \$4,700,000.00. With this project approved, the balance of the Playgrounds/Parking upgrades budget is \$821,472.00.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

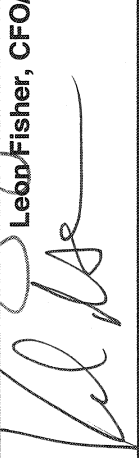
Fund Source 905-00-913-2611-6522	Proposition S	Requisition #: 10132460
Amount: \$981,200.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed \$981,200.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600000806

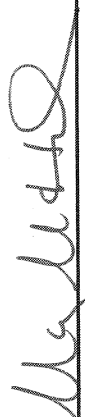
Department: Operations

Requestor: Linda C. McKnight

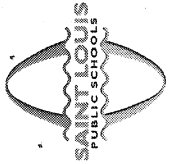

Roger CayCe, Exec. Dir., Operations/Bldg. Comm.


Angela Banks, Budget Director


Leon Fisher, CFO/Treasurer


Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



BID EVALUATION

PROJECT NAME: Outdoor classrooms at Stix, Wilkinson, Washington Montessori schools

PROJECT NUMBER: RFP# PS76-1213
EVALUATED BY: Prop S Construction Management Team
EVALUATION DATE: November 19, 2012

Bid Proposals

Four bid proposals were received and publically opened on November 13, 2012, at 10:00 a.m. from the following contractors for the project:

1. **Hankins Construction Co.:**

Stix:	\$218,000
Wilkinson:	\$301,000
Washington:	\$176,000
Lexington:	<u>\$197,000</u>
Total Base Bid:	\$892,000

2. **Kozeny Wagner:**

Stix:	\$236,521
Wilkinson:	\$274,176
Washington:	\$189,594
Lexington:	<u>\$206,551</u>
Total Base Bid:	\$906,842

3. **Raineri Construction:**

Stix:	\$277,016
Wilkinson:	\$387,045
Washington:	\$241,409
Lexington:	<u>\$252,342</u>
Total Base Bid:	\$1,157,812

4. **Demien Construction Co.:**

Stix:	\$386,000
Wilkinson:	\$434,000
Washington:	\$305,000
Lexington:	<u>\$348,000</u>
Total Base Bid:	\$1,473,000

Hankins Construction Co.:

Hankins Construction is the apparent low and responsive bidder because they have complied with the bid requirements and their bid proposal is 2% lower than Kozeny Wagner's bid proposal. They have a total of 45% M/WBE participation; 45% MBE and 0% WBE. Hankins is planning to

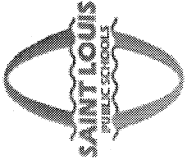
provide 40% M/WBE workforce in the field. They have acknowledged the issued addenda # 1 through 3. They are in agreement with the schedule and are not willing to use "P" Card as part of their bid amount. Based on our evaluation criteria form, they have obtained a total score of 85%.

Kozeny Wagner.

Kozeny Wagner's bid proposal is 2% higher than Hankins' bid proposal.

Recommendation

Therefore, we recommend awarding the contract to Hankins Construction for the amount of \$892,000 to complete the project per plans and specifications.



November 29, 2012

MEMORANDUM

TO: Rick Schaeffer: Purchasing Office

FROM: Linda C. McKnight

RE: Bid Evaluation Record for RFP# PS76-1213

The evaluation began at 11/19/12, 10:00 a.m. The evaluation committee consisted of the following:

Roger L. CayCe
Mike Dobbs
Ronald Roberts

Exe. Director/Building Comm.
Project Manager
Construction Manager

SLPS
SLPS
Kwame Building Group

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
Hankins Construction Co	\$892,000	245	Yes
Kozeny Wagner	\$906,842	227	No
Raineri Construction	\$1,157,812	210	No
Demien Construction Co	\$1,473,000	185	No

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

Linda C. McKnight
Budget Analyst
Operations Department

BID SUMMARY FOR RFP# PS76-1213 Outdoor classrooms at Stix, Wilkinson, Washington Montessori schools											
Contractor	Price	score	M/WBE Participation	score	SLPS Past Performance	score	Use of "P" Card Included in Pricing	score	Vendor's Experience	score	Total Score
Hankins Construction	\$892,000		MBE: 45% WBE: 0%		Yes		No		Yes		80
Kozeny Wagner	\$906,847		MBE: 41% WBE: 5%		Yes		No		Yes		
Score	Max 40%	35	Max 30%	25	Max 10%	10	Max 10%	-	Max 10%	10	
Rainerl	\$1,157,812		MBE: 31% WBE: 10%		Yes		No		Yes		70
Score	Max 40%	20	Max 30%	30	Max 10%	10	Max 10%	-	Max 10%	10	
Demien Construction	\$1,473,000		MBE: 27% WBE: 0%		Yes		No		Yes		
Score	Max 40%	20	Max 30%	20	Max 10%	10	Max 10%	-	Max 10%	10	60
			MBE: 0% WBE: 0%								
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	
			MBE: 0% WBE: 0%								
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	
			MBE: 0% WBE: 0%								
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	

BID SUMMARY FOR RFP# PS76-1213 Outdoor classrooms at Stix, Wilkinson, Washington Montessori schools											
Contractor	Price	score	M/WBE Participation	score	SLPS Past Performance	score	Use of "P" Card Included in Pricing	score	Vendor's Experience	score	Total Score
Hankins Construction	\$892,000		MBE: 45% WBE: 0%		Yes		No		Yes		
Score	Max 40%	35	Max 30%	25	Max 10%	10	Max 10%	-	Max 10%	10	80
Kozeny Wagner	\$906,847		MBE: 41% WBE: 5%		Yes		No		Yes		
Score	Max 40%	25	Max 30%	30	Max 10%	10	Max 10%	-	Max 10%	10	75
Rainerl	\$1,157,812		MBE: 31% WBE: 10%		Yes		No		Yes		
Score	Max 40%	20	Max 30%	30	Max 10%	10	Max 10%	-	Max 10%	10	70
Demien Construction	\$1,473,000		MBE: 27% WBE: 0%		Yes		No		Yes		
Score	Max 40%	20	Max 30%	20	Max 10%	10	Max 10%	-	Max 10%	10	60
			MBE: 0% WBE: 0%								
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-
			MBE: 0% WBE: 0%								
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-
			MBE: 0% WBE: 0%								
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-

BID SUMMARY FOR RFP# PS76-1213 Outdoor classrooms at Stix, Wilkinson, Washington Montessori schools											
Contractor	Price	score	M/WBE Participation	score	SLPS Past Performance	score	Use of "P" Card Included in Pricing	score	Vendor's Experience	score	Total Score
Hankins Construction	\$892,000		MBE: 45% WBE: 0%								
Score	Max 40%	35	Max 30%	30	Max 10%	10	Max 10%	-	Max 10%	10	85
Kozeny Wagner	\$906,847		MBE: 41% WBE: 5%								
Score	Max 40%	25	Max 30%	32	Max 10%	10	Max 10%	-	Max 10%	10	77
Rainier	\$1.2 M		MBE: 31% WBE: 10%								
Score	Max 40%	20	Max 30%	30	Max 10%	10	Max 10%	-	Max 10%	10	70
Demien Construction	\$1.5 M		MBE: 27% WBE: 0%								
Score	Max 40%	20	Max 30%	25	Max 10%	10	Max 10%	-	Max 10%	10	65
			MBE: 0% WBE: 0%								
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-
			MBE: 0% WBE: 0%								
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-
			Max 30%		Max 10%		Max 10%		Max 10%		
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-



BOARD RESOLUTION

Date: November 30, 2012

Agenda Item : 01-17-13-16

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: **Contract**

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

RFP/Bid # PS60-1213 Accessibility & Restroom Renovations Category 3 &4 Schools

SUBJECT: To approve a contract with Rainierl Construction for Accessibility & Restroom Renovations Category 3 & 4 Schools. The work should begin on January 18, 2013 and end on October 31, 2013 at a cost not to exceed \$5,290,471 which includes a 10% contingency of \$480,952. This project will be funded through the Proposition S Bond Program.

BACKGROUND: The scope of this project consists of the selective demolition of existing toilet rooms and services including partitions, ceilings, doorways, finishes, fixtures, and accessories. Plumbing, mechanical, electrical and life safety systems serving these spaces are also included in the improvements. Facilities are to be reconfigured to allow proper clearances to comply with all current accessibility requirements for restrooms, with new fixtures, fittings, accessories and finishes. All new services are to be configured for age appropriate heights, clearances and reach performed in Ames, Fanning, Hickey, Kennard, Langston, Lyon @ Blow, Meramec, Stevens, Wilkinson @ Roe and Yeatman- Liddell Schools. This project will be funded by the Proposition S Bond Program under restroom upgrades estimated at \$25,300,000.00. With this project approved, the balance of the restroom upgrades budget is \$5,523,667.00.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

Fund Source 905-00-913-2611-6522	Proposition S	Requisition #: 10132461
Amount: \$5,290,471.00		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		Vendor #: 600014566
Amount:		
Cost not to Exceed \$5,290,471.00	<input type="checkbox"/> Pending Funding Availability	

Department: Operations

Requestor: Linda C. McKnight

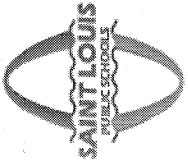
Angela Banks, Budget Director

Roger CayCe, Exec. Dir., Operations/Bldg. Comm.

Leon Fisher, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



November 29, 2012

MEMORANDUM

TO: Rick Schaeffer: Purchasing Office
FROM: Linda C. McKnight
RE: Bid Evaluation Record for RFP# PS60-1213

The evaluation began at 11/16/12, 10:00 a.m. The evaluation committee consisted of the following:

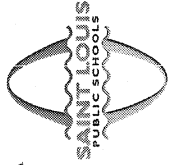
Roger L. CayCe	Exe. Director/Building Comm.	SLPS
Mike Dobbs	Project Manager	SLPS
Ronald Roberts	Construction Manager	Kwame Building Group

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
Raineri Construction	\$4,809,519	270	Yes
C. Rallo	\$5,124,000	220	No
Hankins Construction Company	\$5,238,000	188	No
Kozeny Wagner	\$5,520,000	185	No
Demien Construction Company	\$5,631,000	165	No
Simms/Brinkmann JV-AU/RR	\$6,142,300	150	No

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

Linda C. McKnight
Budget Analyst
Operations Department



BID EVALUATION

PROJECT NAME: Accessibility & Restroom Renovations Category 3 &4 Schools
PROJECT NUMBER: RFP# PS60-1213
EVALUATED BY: Prop S Construction Management Team
EVALUATION DATE: November 16, 2012

Bid Proposals

Six bid proposals were received and publically opened on November 16, 2012 at 10:00 a.m. from the following contractors for the project:

- | | | |
|----------------------------------|------------------------|--------------------|
| 1. Raineri Construction | Total Base Bid: | \$4,809,519 |
| 2. C. Rallo: | Total Base Bid: | \$5,124,000 |
| 3. Hankins Construction Company: | Total Base Bid: | \$5,238,000 |
| 4. Kozeny Wagner: | Total Base Bid: | \$5,520,000 |
| 5. Demien Construction Company: | Total Base Bid: | \$5,631,000 |
| 6. Simms/Brinkmann JV-AU/RR | Total Base Bid: | \$6,142,300 |

Raineri Construction:

Raineri Construction is the apparent low and responsive bidder because they have complied with the bid requirements and their bid proposal is 7% lower than C. Rallo's bid proposal. They have a total of 42% MBE participation, 20% WBE and 40% anticipated MWBE Workforce at the job site. They have no exclusions and have acknowledged the issued addenda 1 through 5. They are in agreement with the schedule (180 Calendar Days) and are not willing to use "p" Card as part of their bid amount. Based on our evaluation criteria form, they have obtained a total score of 90%.

C. Rallo Construction:

C. Rallo is the second apparent low and responsive bidder because they have complied with the bid requirements and their bid proposal is 7% higher than Raineri's bid proposal. They have a total of 48% M/WBE participation with 47.5% MBE and 0.5% WBE. They have no exclusions and have acknowledged the issued addenda 1 through 5. They are in agreement with the schedule and are not willing to use "p" Card as part of their bid amount. Based on our evaluation criteria form, they have obtained a total score of 80%.

Recommendation

Based on our evaluation, we recommend awarding the contract to Raineri Construction for the amount of **\$4,809,519** inclusive of all items per the scope.

BID SUMMARY FOR RFP# PS60-1213 Accessibility Restroom Renovations Category 3 & 4 Schools											
Contractor	Price	score	M/WBE Participation	score	SLPS Past Performance	score	Use of "P" Card Included in Pricing	score	Vendor's Experience	score	Total Score
Rainerl Construction	\$4.8 M		MBE: 42% WBE: 20%								
Score	Max 40%	40	Max 30%	30	Max 10%	10	Max 10%	-	Max 10%	10	90
C. Rallo	\$5.1 M		MBE: 47.5% WBE: .5%								
Score	Max 40%	30	Max 30%	30	Max 10%	10	Max 10%	-	Max 10%	10	80
Hankins Construction	\$5.2 M		MBE: 41% WBE: 1%								
Score	Max 40%	20	Max 30%	28	Max 10%	10	Max 10%		Max 10%	10	68
Kozeny Wagner	\$5.5 M		MBE: 40% WBE: 0%								
Score	Max 40%	20	Max 30%	25	Max 10%	10	Max 10%	-	Max 10%	10	65
Demien Construction	\$5.6 M		MBE: 34% WBE: 5%								
Score	Max 40%	10	Max 30%	25	Max 10%	10	Max 10%	-	Max 10%	10	55
Simms/Brinkmann	\$6.1 M		MBE: 40% WBE: 5%								
Score	Max 40%	-	Max 30%	30	Max 10%	10	Max 10%	-	Max 10%	10	50
Score	Max 40%		Max 30%		Max 10%		Max 10%		Max 10%		

BID SUMMARY FOR RFP# PS60-1213 Accessibility Restroom Renovations Category 3 & 4 Schools

Contractor	Price score	M/WBE Participation score	SLPS Past Performance score	Use of "P" Card Included in Pricing score	Vendor's Experience score	Total Score
Raineri Construction	Max 40%	MBE: 42% WBE: 20%				
Score	40	Max 30%	30	Max 10%	10	90
C. Rallo	\$5.1 M	MBE: 47.5% WBE: .5%				
Score	Max 40%	Max 30%	30	Max 10%	-	10
Hankins Construction	\$5.2 M	MBE: 41% WBE: 1%				
Score	Max 40%	Max 30%	20	Max 10%	-	10
Kozeny Wagner	\$5.5 M	MBE: 40% WBE: 0%				
Score	Max 40%	Max 30%	20	Max 10%	-	10
Demien Construction	\$5.6 M	MBE: 34% WBE: 5%				
Score	Max 40%	Max 30%	25	Max 10%	-	10
Simms/Brinkmann	\$6.1 M	MBE: 40% WBE: 5%				
Score	Max 40%	Max 30%	30	Max 10%	-	10
Score	Max 40%	Max 30%	-	Max 10%	-	-



BOARD RESOLUTION

Date: November 30, 2012
To: Dr. Kelvin R. Adams, Superintendent
From: Roger L. CayCe, Exec. Dir., Operations/Bldg. Comm
Action to be Approved: Contract
RFP/Bid #PS83-1213 IP Clocks-District Wide Schools

Agenda Item : 01-17-13-17
Action:

Other Transaction Descriptors:
 (i.e.: Sole Source, Ratification)

SUBJECT: To approve a contract with TSI Technology Solutions, LLC for the total replacement of the master clock-program systems and intercom systems (including all secondary clocks, program bells and inter-communication systems devices) at all active schools. The work should begin on January 18, 2013 and end on October 31, 2013 at a cost not to exceed \$4,045,878.33, which includes a 10% contingency of \$367,807.12. This project will be funded through the Proposition S Bond Program.

BACKGROUND: The IP Clock Project involves the total replacement of the master clock-program systems and intercom systems (including all secondary clocks, program bells and inter-communication systems devices) at all active schools. A centralized Network Time Protocol (NTP) synchronization source (to be located at the SLPS District Offices) will be utilized to synchronize all master clock program systems in all of the currently active schools. This project will be funded by the Proposition S Bond Program under electrical upgrades at \$13,300,000.00. With this project approved, the balance in electrical upgrades budget is \$6,113,240.67.

Accountability Plan Goals: Goal III: Facilities, Resources Support **Objective/Strategy:** III.C.1

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

Fund Source: 905-00-913-2611-6522	Proposition S	Requisition #: 10132459
Amount: \$4,045,878.33		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed \$4,045,878.33		Vendor #: 600005437

Department: Operations

Requestor: Linda C. McKnight

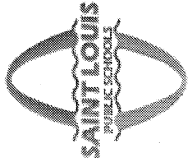
Angela Banks, Budget Director

Roger CayCe, Exec. Dir., Operations/Bldg. Comm.

Leon Fisher, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



November 29, 2012

MEMORANDUM

TO: Rick Schaeffer: Purchasing Office
FROM: Linda C. McKnight
RE: Bid Evaluation Record for RFP# PS83-1213

The evaluation began at 10/25/12, 10:00 a.m. The evaluation committee consisted of the following:

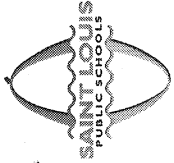
Roger L. CayCe	Exe. Director/Building Comm.	SLPS
Mike Dobbs	Project Manager	SLPS
Yvonne Green	Project Manager	SLPS
Ronald Roberts	Construction Manager	Kwame Building Group

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
TSI Technology Solution, LLC	\$3,678,071.21	335	Yes
Guarantee Electric	\$8,131,429	270	No
Tech Electronics	\$9,083,217	250	No
Schneider Electric Co	\$9,192,164	245	No

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

Linda C. McKnight
Budget Analyst
Operations Department



BID EVALUATION

PROJECT NAME: IP Clocks District Wide Schools
PROJECT NUMBER: RFP# PS83-1213
EVALUATED BY: Prop S Construction Management Team
EVALUATION DATE: October 25, 2012

Bid Proposals

Four bid proposals were received and publically opened on October 18, 2012, at 10:00 a.m. from the following contractors for the project:

1. TSI Technology Solution, LLC:

Base Bid:	\$3,678,071.21
Alternate 1:	\$121,003.61
Alternate 2:	\$953,467.55
Alternate 3:	\$441,796.73

2. Guarantee Electric:

Base Bid:	\$8,131,429
Alternate 1:	\$218,921
Alternate 2:	\$724,379
Alternate 3:	\$962,021

3. Tech Electronics:

Base Bid:	\$9,083,217
Alternate 1:	\$64,030
Alternate 2:	\$282,000
Alternate 3:	\$1,061,216

4. Schneider Electric Co:

Base Bid:	\$9,192,164
Alternate 1:	\$653,234
Alternate 2:	\$649,515
Alternate 3:	\$1,093,274

TSI Technology Solution, LLC

TSI is the apparent low and responsive bidder because they have complied with the bid requirements and their bid proposal is 55% lower than Guarantee Electric bid proposal. TSI's cost proposal is low for two reasons: One, as suggested by the specifications, they are planning to reuse part of the existing wiring system that's in good condition, compatible with the system and in compliance with code requirements. Secondly, they are familiar with the clock and bell systems from previous related contract with the district, which reduces the cost on troubleshooting and surveys of the existing conditions. They have a total of 22% M/WBE participation; 22% MBE and 0% WBE. They plan to provide 40% M/WBE workforce as boots in the field. They have no exclusions and have acknowledged the issued addenda # 1 through 4.

They are in agreement with the schedule and are willing to use "P" Card as part of their bid amount. Based on our evaluation criteria form, they have obtained a total score of 85%.

Guarantee Electric Co.

Guarantee Electric's bid proposal is 55% higher than TSI's bid proposal because like all the other bidders, they are proposing new wiring.

Recommendation

Therefore, we recommend awarding the contract to TSI Technology Solution, LLC, Inc. for the amount of \$3,678,071.21 to complete the base bid per specifications.

BID SUMMARY FOR RFP# PS83-1213 IP Clocks District Wide Schools											
Contractor	Price	score	M/WBE Participation	score	SLPS Past Performance	score	Use of "P" Card Included in Pricing	score	Vendor's Experience	score	Total Score
TSI Technology Solution, LLC	\$3,678,071		MBE: 22% WBE: 0%		Yes		Yes		Yes		
Score	Max 40%	35	Max 30%	20	Max 10%	10	Max 10%	10	Max 10%	10	85
Guarantee Electric	\$8,131,429		MBE: 47% WBE: 0%		Yes		No		Yes		
Score	Max 40%	25	Max 30%	20	Max 10%	10	Max 10%	-	Max 10%	10	65
Tech Electronics	\$9,083,217		MBE: 50% WBE: 0%		Yes		No		Yes		
Score	Max 40%	20	Max 30%	20	Max 10%	10	Max 10%	-	Max 10%	10	60
Schneider Electric	\$9,192,164		MBE: 42% WBE: 0%		Yes		No		Yes		
Score	Max 40%	20	Max 30%	20	Max 10%	10	Max 10%	-	Max 10%	10	60
			MBE: 0% WBE: 0%								
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-
			MBE: 0% WBE: 0%								
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-
			MBE: 0% WBE: 0%								
Score	Max 40%	-	Max 30%	-	Max 10%	-	Max 10%	-	Max 10%	-	-



BOARD RESOLUTION

Date: December 3, 2012

Agenda Item : 01-17-13-18

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved:
Agency/Partnership Agreement

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

Hilliker/Wash Real Estate Fee`

SUBJECT: To approve payment of the real estate fee due to Hilliker Corporation/Linda M. Wash Real Estate, LLC for real estate services rendered for the Mitchell School contract. The fee of \$29,400.00 represents 3% of the contract price of \$980,000.00 due to the brokers subsequent to the District's termination of the contract.

BACKGROUND: According to the 29th Amendment to the Listing Agreement dated January 24, 2012 between brokers Hilliker Corporation /Linda M. Wash Real Estate, LLC and the Board of Education, and agreed upon on February 24, 2012, the brokers are due a fee equal to 3% of the contracted sale price if the Board terminates a contract for properties included as part of the listing agreement. The Mitchell School contract for \$980,000.00 was terminated by the Board. Therefore, Hilliker/Wash is due a fee of \$29,400.00.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

Fund Source:	905-00-110-2624-6358	GOB	Requisition #:	NA
Amount:	\$29,400.00		Requisition #:	
Fund Source:			Requisition #:	
Amount:			Vendor #:	600004355
Cost not to Exceed	\$29,400.00	<input type="checkbox"/> Pending Funding Availability		

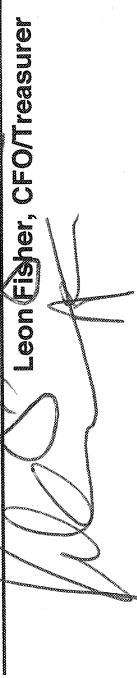
Department: Operations

Requestor Marti L. Roveda



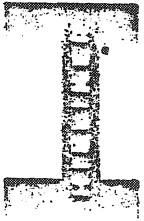
Angela Banks, Budget Director


Roger CayCe, Exec. Dir., Operations/Bldg. Comm.


Leon Fisher, CFO/Treasurer


Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



**HILLIKER
CORPORATION**
COMMERCIAL REAL ESTATE

2001 S. Hanley Rd., Suite 300
St. Louis MO 63144
P 314 781 0001
F 314 781 1159
www.hillikercorp.com

COMMISSION INVOICE

March 5, 2012

To: Special Administrative Board of
the Transitional School District of the
City of St. Louis
C/O Martha Roveda
108 N. 11th Street
St. Louis, MO 63101

Re: Mitchell School (955 Arcade)
Commission

Commission due for real estate services rendered by Hilliker Corporation and
Linda M. Wash Real Estate, LLC for Mitchell School. Contract terminated by Seller.

COMMISSION DUE HILLIKER CORPORATION: **\$29,400.00**
(3%) of Contract Sale Price of \$980,000.00

Thank you and please make check payable to Hilliker Corporation.

PAYABLE UPON RECEIPT

TWENTY NINTH AMENDMENT TO LISTING AGREEMENT

Dated: January 24, 2012

Properties: St. Louis Public School Surplus Properties
Owner: Board of Education of the City of St. Louis
Brokers: Hilliker Corporation and Linda M Wash Real Estate, LLC
Original Listing Date: August 23, 2003
Amendments: The 28 Amendments executed from 4/13/04 to 10/20/11 remain valid

The undersigned herewith agree to amend the above referenced agreement as follows:

- Should properties included in the listing be contracted by Owner to be sold and Owner subsequently terminates said contract or should Broker present a full price offer from a qualified Buyer and Owner not accept said offer then Brokers shall be due a fee equal to 3% of the contracted sale price.

All other terms of the Listing Agreement, as amended, to remain unchanged.

HILLIKER CORPORATION


(Designated Agent)


(Designated Agent)


(Administrative Agent)

LINDA M WASH REAL ESTATE, LLC


(Broker)

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

BY: 

TITLE: CEO

DATE: 2.24.12



BOARD RESOLUTION

Date: November 30, 2012

Agenda Item : 0117-13-19

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Policy Adoption/Change

Other Transaction Descriptors:
(i.e.: Sole Source, Ratification)

SUBJECT: To approve an increase in Building Use Fees, per BOE Policy R1330, for the utilization and/or rental of SLPS schools and facilities. These revised fees will begin July 1, 2013.

BACKGROUND: Revenues generated from the increase in Building Use Fees will be used to offset the increase in overhead costs, i.e., utilities, custodial, and maintenance expenses, and any additional costs incurred to open buildings on non-school days.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.1

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

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

Department: Operations

Requestor: Linda C. McKnight

Roger L. CayCe
Roger CayCe, Exec. Dir., Operations/Bldg. Comm.

Angela Banks
Angela Banks, Budget Director

Leon Fisher
Leon Fisher, CFO/Treasurer

Mary M. Houlihan
Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

BUILDING PERMIT FEES INCREASE

(In Comparison to surrounding School Districts)

Custodial Fee (Monday – Saturday) = \$40.00/hr.

Custodial Fee (Sunday) = \$55.00/hr.

Electrician Fee (Monday – Saturday) = \$50.00/hr. (will be assigned for all auditorium use)

Electrician Fee (Sunday) = \$65.00/hr.

Security Fee (Monday – Friday) = \$30.00/hr.

Security Fee (Saturday) = \$45.00/hr.

Security Fee (Sunday) = \$60.00/hr.

Auditorium (Regular) = \$85.00/hr. (plus electrician fee)

Central Visual Performing Arts Auditorium- Base Rental Fees

Non SLPS Organization = \$750/day (plus other staff fees)

SLPS Organization = \$300/day (plus other staff fees)

ELEMENTARY SCHOOL & MIDDLE

Monday – Friday Building Usage Fee = \$ 40.00/hr.

Saturday Building Usage Fee = \$50.00/hr.

Sunday Building Usage Fee = \$75.00/hr.

HIGH SCHOOLS

Monday – Friday Building Usage Fee = \$60.00/hr.

Saturday Building Usage Fee = \$90.00/hr.

Sunday Building Usage Fee = \$110.00/hr.

ATHLETIC HIGH SCHOOL FIELDS

\$300.00 minimum 4 hours

\$50.00 each additional hour

GATEWAY HIGH TURF

\$1250.00 minimum of 4 hours

\$275.00 each additional hour

BUILDING PERMIT FEES - PRESENT

Monday – Saturday Custodial Fee = \$30.00/hr.

Sunday Custodial Fee = \$45.00/hr.

Electrician Fee = \$35.00/hr.

ELEMENTARY SCHOOL & MIDDLE

Monday – Friday Building Usage Fee = \$ 30.00/hr.

Saturday Building Usage Fee = \$45.00/hr.

Sunday Building Usage Fee = \$60.00/hr.

HIGH SCHOOLS

Monday – Friday Building Usage Fee = \$50.00/hr.

Saturday Building Usage Fee = \$85.00/hr.

Sunday Building Usage Fee = \$100.00/hr.

ATHLETIC HIGH SCHOOL FIELDS

\$48.00/hr. or \$290.00/day (i.e. six (6) to eight (8) hours).

BOARD RESOLUTION

Date: October 31, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Dan Edwards, Assoc. Supt., Secondary Schools

Agenda Item : 01-17-13-20

Action:

Action to be Approved: Purchase of Good (s)

Other Transaction Descriptors: Sole Source
(i.e.: Sole Source, Ratification)

SUBJECT: To approve a purchase with Peoples Education for instructional materials for Advance Placement US History for all the high schools in the St. Louis Public Schools District for the period of January 3 - June 30, 2013 at a cost not to exceed \$29,196.00.

BACKGROUND: The current Advance Placement US History books are seven years old. The Advance Placement US History team met to review new books and have recommended that Foner's Give Me Liberty! is the best choice for three main reasons: 1) it is an Advance Placement edition and highly recommended by the College Board, 2) the contents meet the course description, and 3) it comes with Voices of Freedom readers set and online resources for both teachers and students free of charge.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 4

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

Fund Source: 293-1151-816-V3-293-6432	Non-GOB	Requisition #: 101315559
Amount: \$29,196.00		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		Requisition #:
Amount:		Vendor #: 600006832

Department: APIP

Requestor: Dr. Dan Edwards

Dr. Dan Edwards, Assoc. Supt., Secondary Schools

Angela Banks, Budget Director

Leon Fisher, CFO/Treasurer

Dr. Nicole Williams, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Dr. Dan Edwards	Date: October 25, 2012
Department / School: Advanced Placement	Phone Number: 314-345-2488
<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) Give Me Liberty! 3e *AP Edition	
Vendor Name: Peoples Education	Email: lmatthews@peoplesed.com
Vendor Contact: Leslie Matthews	Phone Number: (800) 822 – 1080 Ext 360
Justification Information	
1. Why the uniquely specified goods are required? The Foner book <i>Give Me Liberty!</i> is selected for the following reasons: <ol style="list-style-type: none"> 1. It is written by an Historian. 2. It is an AP edition includes an AP skills handbook with valuable practice applications- including Free Response questions & DBQs. 3. The text will serve as an excellent resource for our AP American History students. 4. The text skillfully presents the contributions and perspectives of many ethnic and cultural groups. It also emphasizes the development of critical thinking and writing skills. 5. It has a wonderful use of graphics- maps, pictures, charts, graphs ... 6. Chapter Review Tables present basic information that kids need to know for each chapter. 	
2. Why good or services available from other vendors /competitors are not acceptable? They provide a free readers set, Voices of Freedom which is a primary source documents in the book that can act as a starting point for class discussions, for each book purchased.	
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:	
Chan Tam Trinh, AP/IP Project Coordinator	October 25, 2012
Department Head	Date
CFO	Date
Superintendent	Date



299 Market Street • Saddle Brook, NJ 07663
 Phone: 800-822-1080 • Fax: 201-712-0045
www.PeoplesEducation.com

Requested By: ChanTam Trinh
 School: St Louis Public Schools
 Address: 801 N 11th St
 City/State/ZIP: Saint Louis, MO 63101
 School Phone: (314)345-4434
 District: St. Louis Public Schools
 District Phone: (314)231-3720
 Date: October 9, 2012
 Price Valid Through: January 31, 2013

Quote Provided by: Leslie Matthews, AP Curriculum Specialist
 (800) 822-1080 Ext 360
lmatthews@peoplesed.com

'When District approves PO, fax a copy of your PO and this Quote to (201) 712-0045 to speed delivery.

ISBN	Author	Title	QTY	Unit Price	Extension
9780393123142	Foner	Give Me Liberty! 3e *AP Edition with Voices of Freedom Vol 1 and Vol 2 readers (readers are free) set	220	128.75	\$28,325.00
9780393123142	Foner	Give Me Liberty! 3e *AP Edition with Voices of Freedom Vol 1 and Vol 2 readers set	10	Free	0.00
Instructor Resource Package		See attached List		Free	0.00
Student resources		StudySpace website access for each student which includes: chapter outline, study plans, map quizzes, US history tours and more		Free	0.00
		Shipping			\$871.00
		Total			\$29,196.00

***Instructor resources will only be provided to customers of Peoples Education. We are your sole source, and only we can provide you with these resources.**

Payment Policy: Accounts are billed at net 30 days with approved credit.

Return and Credit Policy:

- We will accept authorized returns for one year from date of invoice. Please call 800-822-1080 for authorization.
- Unused books in saleable condition may be returned for credit for one year from date of invoice (less shipping and handling charges). Please provide the date of purchase and the invoice number.
- Out-of-print titles are not acceptable more than 90 days after publisher's out-of-print notification.
- No returns will be accepted from any customer who has not purchased books directly from Peoples Publishing Group.

Copying of Materials: Classroom use of materials will comply with copyright.

Please fax your purchase order to: **Fax# 201-712-0045**

Our Mailing address:

Peoples Education
PO Box 513
Saddle Brook, New Jersey 07663
Telephone: 1-800-822-1080

**For all W.W. Norton & Co products make Purchase Order to:
W.W Norton & Co. c/o Peoples Education**



Give Me Liberty! 3E AP Edition

Instructor Resource list (on line)

Complimentary with the purchase of the classroom textbooks through Peoples Education

-AP Specific Instructor Resource Materials

-Instructor's Manual and Test Bank, PDF

The Instructor's Manual features sample syllabi, chapter summaries and outlines, short lecture and discussion question suggestions, and Web, visual, and print resources. The test bank includes approximately 24 matching, 50 multiple choice, 25 true/false, 10 essay and 12 short answer questions per chapter.

-Voice of Freedom Instructor Responses to Questions

-Lecture PowerPoint

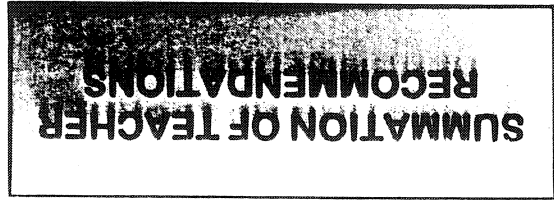
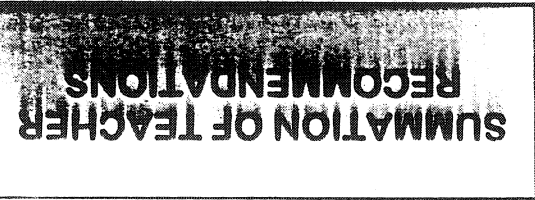
-Art Slides and PowerPoint for All Chapters

-Test Bank in Exam View, Word

-Norton American History Digital Archive (on Line): This offers roughly 1700 images, and audio and movie files arranged chronologically and by theme. Fully searchable and offers content in an easy to grab format. Themes include, but are not limited to, Business & Labor, Culture & Society, Immigration, Native Peoples, Politics, Religion, Slavery, Transportation, Technology, Women's History, and War.

-Coursepacks for: BlackBoard, Angel, Moodle, Desire2learn, Canvas Learning management systems

Textbook Adoption Rating Form



Criteria	Bedford St. Martin	Cengage	Norton	Pearson	Prentice Hall
Book Title	America's History	American Pageant	Give Me Liberty!	American Past-Present	Out of Many
Constitutional Democracy	3	5	16	2	3
History of MO, US, and the World	2	5	16	4	4
Economic Concepts	0	2	9	0	0
Geographical Study	2	2	10	1	2
Individuals, Groups, and Institution	2	3	15	2	1
TOTAL	9	17	66	9	10

Company Selected:	Name of Textbook/Series:	Total Points:
-First Choice: Norton	Give Me Liberty!	66
-Second Choice: Cengage Learning	American Pageant	17

Trinh, ChanTam

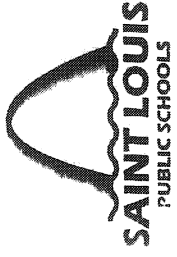
From: Schmidt, Deborah L.
Sent: Wednesday, November 14, 2012 1:09 PM
To: Acton, Debra A.; Binggeli, Heidi; Buckley, Colleen A.; Donahue, Patrick H.; Germann, Krista L.; HURLEY, DAVID L.; Kean, Michael B.; Lorenz, Margaret H.; Northway, Keith A.; OConnor, Tammy L.; Pulley, Kevin H.; Schmidt, Deborah L.; Trinh, ChanTam; West, David J.; Wimbley, Kristen A.
Subject: meeting tomorrow - location change

Sorry for the late notice, and I hope this will work with your schedules. ChanTam has some information that she needs to share with us about the benchmarks and textbooks and we agreed that perhaps the coffee house setting, while quite nice and comfortable, might not be the best place to present this information. 😊 So, if you are all agreeable, we will instead meet at Southwest High School @3:30. Park in the lot on the Kemper side and enter the building through the doors at the top of the steps. You will then turn left down the hall and then right to come to the "library." I will post some signs to guide you to the library in case you are unable to find the location.

Thank you,

Debbie Schmidt, NBCT Social Studies
Social Studies Department
4939 Kemper Avenue
St. Louis, MO 63139

314-776-1301 x42121



**ADVANCED PLACEMENT INCENTIVE PROGRAM
(APIP)**

TEXTBOOK ADOPTION COMMITTEE

AP US HISTORY

Meeting Date: November 15, 2012
Location: Cleveland High School – Library

Committee members:

Acton, Debra
Lorenz, Margaret
Northway, Keith
Schmidt, Deborah
West, David
Wimbley, Kristen

BOARD RESOLUTION

Date: November 30, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Sheila Smith-Anderson, Exec. Dir., Curr. Instruc

Agenda Item : 01-17-13-21

Action:

Action to be Approved: RFP/Bid
Other Transaction Descriptors: Bid
(i.e.: Sole Source, Ratification)

SUBJECT: To approve the purchase of 1,250 Fitbook Junior journals, 16 teacher kits, shipping and one (1) travel expense for a training session from Fitosophy for the AIM for Fitness Project. The total combined cost will not exceed \$16,419.20.

BACKGROUND: The fitbook™ is a personalized, flexible and functional line of fitness plus nutrition journals that offer a unique 12-week system to plan for success, track your progress, and reach your goals. The Fitbook Junior will aide students with meeting the "self empower" goal designated in the AIM for Fitness Project and will also comply with the District's initiative of improving student literacy.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.

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

Fund Source: 847-WZ-293-1123-6411	Non-GOB	Requisition #: 10132429
Amount: \$16,419.20		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		Requisition #:
Amount:		Vendor #: 600015198
Cost Not to Exceed: \$16,419.20	<input type="checkbox"/> Pending Funding Availability	

Department: Athletics

Requestor: Leanne White


Sheila Smith-Anderson, Exec. Dir., Curr. Instruc


Dr. Nicole Williams, Dep. Supt., Academics


Angela Banks, Budget Director


Leon Fisher, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

fitlosophy inc.

fitlosophy, inc.

260 Newport Center Drive, Suite 100

Newport Beach, CA 92660

Sales Order

Date	S.O. No.
11/15/2012	40

Name / Address
St. Louis Public Schools Leanne White St. Louis Public Schools 801 N 11th St. St. Louis, MO 63101

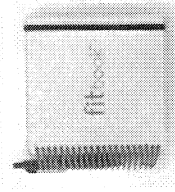
Ship To
St. Louis Public Schools Leanne White St. Louis Public Schools 801 N 11th St. St. Louis, MO 63101

P.O. No.	Project

Item	Description	Ordered	U/M	Rate	Amount
FTBK-JR-001 teachkit001 Shipping & Han... travelexpense	fitbook junior: goal-setting journal Teacher's Kits Shipping & Handling - estimate travel expenses	1,250 16 1 1	ea ea ea ea	12.00 19.95 800.00 300.00	15,000.00 319.20 800.00 300.00
Total					\$16,419.20

fitness journals by fitlosophy

NOTE: orders placed before 5pm PST are shipped out within 48 hours! please allow 2-3 days for UPS, 6-7 days for USPS, and 10-12 days for international delivery.

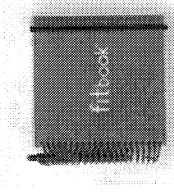


fitbook: fitness + nutrition journal

Our Price: \$22.95

[» add to cart](#)

the personalized, flexible, and functional fitness + nutrition journal that offers a unique 12-week system to plan for success, track your progress, and reach your goals. [» more info](#)

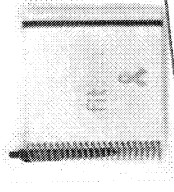


fitbook BLACK: fitness + nutrition journal

Our Price: \$22.95

[» add to cart](#)

fitbook gets a macho-camacho makeover with a sleek black cover, black spiral binding, and a sharp black pen - while still featuring the same goal-setting functionality that you know and love about fitbook! [» more info](#)

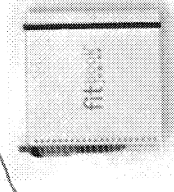


fitbook PINK: fitness + nutrition journal (\$4 to breast cancer)

Our Price: \$24.95

[» add to cart](#)

it's back! limited-edition fitbook PINK + give back! available for a limited time only. \$4 from the sale of each fitbook PINK benefits breast cancer research + awareness in honor of breast cancer awareness month! [» more info](#)



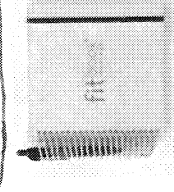
fitbook junior: healthy goal setting for kids

List Price: \$22.95

Our Price: \$19.95

[» add to cart](#)

the fun, interactive, and goal-oriented fitness + nutrition journal for teaching kiddos to live a healthy, active lifestyle - plus a bonus coach guide! [» more info](#)



fitbook mama2b: 40-week pregnancy journal

List Price: \$28.95

Our Price: \$24.95

[» add to cart](#)

this chubby 40-week fitbook™ helps expecting mamas set goals and track progress to ensure an active + healthy pregnancy. [» more info](#)

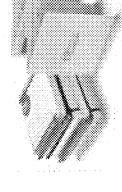


fitpack: fitbook + fitbook junior

Our Price: \$39.95

[» add to cart](#)

make it a team effort: 1 fitbook + 1 fitbook junior = a fit family! get the fitpack and save - our way of encouraging families to get and stay healthy together. [» more info](#)



fitpack: set of 4 fitbooks

Our Price: \$79.95

[» add to cart](#)

set of 4 fitbooks to get and stay on track for the next 12 months - includes 4 pint-size pens plus a bonus yearly plan! [» more info](#)



fitpack BLACK: set of 4 fitbook BLACKS

Our Price: \$79.95

[» add to cart](#)

set of 4 fitbook BLACKS to get and stay on track for the next 12 months - includes 4 pint-size pens plus a bonus yearly plan! [» more info](#)

Executive Summary

fitlosophy conducted a survey on 5th-8th grade and their parents/guardians to attain feedback on their school assignment, to participate in the 12-week fitbook junior program. Feedback in the following areas was desired: frequency of use, degree of use/interaction in the program, results due to involvement in the project and opinion of the program. Major finding from the analysis included the following: **74.5%** of all students recommending use of the fitbook junior program to other schools, over **50%** of all students felt that writing their goals down made them think more about how they could accomplish them, and the fitbook increased over **70%** of all students awareness of their eating and exercise habits resulting in healthier eating and more exercise. Conclusions include that fitbook junior has indeed increased student awareness of eating healthy and exercising routinely.

Findings

All Grades

70.9% of students surveyed found that the fitbook junior program increased their awareness of their eating and exercise habits, resulting in a choice to eat healthier and exercise more. **50.9%** of the students felt that writing their goals down made them think more about how they could accomplish them. **27.3%** of student liked the design of fitbook junior the most, **12.7%** enjoyed the activity log/get movin' section the best, while **9.1%** liked the nutrient tracker, and another **9.1%** favored the weekly wrap-up pages. **74.5%** of all students recommend that other schools use the fitbook junior program to teach kids about eating healthy and being active. **17.8%** of the participants in the fitbook junior program used "awesome" to describe fitbook junior and **11.1%** described it as "fun".

5th grade

Results from 5th graders survey proved that **61.1%** tracked their goals 4-6 times per week, while **16.6%** tracked them 1-3 times, **16.6%** also tracked them every day. On a weekly basis at least **55%** of students set get movin', food, school, and home goals. Specifically **83.3%** set get movin', **55.5%** set food, **66.6%** set school, and **66.6%** set home goals weekly. **83.3%** of 5th graders would complete their weekly wrap-up and count their stars at the end of each week. On a daily basis **77.7%** of student tracked their activity, **66.6%** tracked food intake, **33.3%** used their nutrient tracker, and **11.1%** didn't track at all. **50%** of students said they tried to eat healthier foods during the 12-weeks. **55.5%** of 5th graders recommend the fitbook junior program to other schools to teach kids about healthy foods and exercise and **55.4%** also gave fitbook an above average grade of an A or B.

6th grade

The 6th grader survey results concluded that **55.5%** tracked their goals 4-6 times per week, while **22.2%** tracked them every day, **5.5%** tracked them 1-3 times a week, and **5.5%** reported other. On a weekly basis at least **77.7%** of students set get movin', food, school, and home goals. Specifically **83.3%** set get movin' and food goals, while **77.7%** set school and home goals weekly. **61.1%** of 6th graders would complete their weekly wrap-up and count their stars at the end of each week. On a daily basis **55.5%** of student tracked their activity, **66.6%** tracked food intake, **44.4%** used their nutrient tracker, and **27.7%** didn't track at all. **55.5%** of students said they tried to eat healthier foods during the 12-weeks. **88.8%** of 6th graders recommend the fitbook junior program to other schools to teach kids about healthy foods and exercise and **66.6%** also gave fitbook an A while **22.2%** gave fitbook a B.

7th grade

40% of 7th graders surveyed tracked their goals 4-6 times per week, while **26.6%** tracked them every day, another **26.6%** tracked them 1-3 times per week. On a weekly basis at least **86.6%** of the 15 students set get movin', food, school, and home goals. Specifically **100%** set get movin', **93.3%** set food and school goals, while **86.6%** home goals weekly. **73.3%** of 7th graders would complete their weekly wrap-up and count their stars at the end of each week. On a daily basis **86.6%** of student tracked their activity, **73.3%** tracked food intake and **53.3%** used their nutrient tracker. **46.6%** of students thought they played more while they were tracking their activities. **53.3%** of students said they tried to eat healthier foods during the 12-weeks, and **66.6%** said they also tried to avoid unhealthy foods during those 12-weeks. **73.3%** of 7th graders recommend the fitbook junior program to other schools to teach kids about healthy foods and exercise and **40%** gave fitbook an A while **13.3%** gave fitbook a B.

8th grade

Of the 8th graders surveyed **75%** reported tracking 4-6 times per week in their fitbook junior and the remaining **25%** tracked 1-3 times per week. On a weekly basis at least **50%** of the 4 students set get movin', food, school, and home goals. Specifically **75%** set get movin' and food goals, while **50%** set both school and home goals weekly. **100%** of 8th graders would complete their weekly wrap-up and count their stars at the end of each week. On a daily basis **75%** of student tracked their activity, food intake, and used the nutrient tracker. **50%** of students thought they played more while they were tracking their activities. **75%** of 8th graders saw improvements in their sports or other physical activities during the fitbook junior program. **50%** of students said they tried to eat healthier foods during the 12-weeks. **100%** of 8th graders recommend the fitbook junior program to other schools to teach kids about healthy foods and exercise and **50%** gave fitbook a B.

Parent Survey

Parents were surveyed for feedback on their child's involvement in the 12-week fitbook junior program. **62.5%** of parents found the coach guide provided to be a degree of effective, ranging from somewhat effective to very effective. **50%** of parents spent 1-30 minutes a week setting goals and rewards with their child. Of the parents surveyed **40%** found their child to be more aware of their food choices during the 12 weeks, **20%** found their child ate healthier, another **20%** say their child avoid unhealthy food. **22.2%** of parents found their child to be more aware of being active, **11.1%** saw their child make more of an effort to be active, another **11.1%** found that their child spent less time inactive during the program. **37.5%** of parents saw their child have a positive influence on other family members or friends during their involvement in the fitbook junior program. **50%** of the parents surveyed wouldn't make any changes to the fitbook junior, while **25%** would add a comment/parent signature section to fitbook junior. **62.5%** of the parents found fitbook junior to be a good start and very educational and effective. **25%** of parents gave fitbook junior and A, while **37.5%** didn't grade fitbook junior.

Conclusion + Recommendations

Analysis of the fitbook junior pilot program survey concluded that the majority of children found the 12-week program to be beneficial in educating the importance of eating healthy and routinely exercising as nearly **75%** of the students recommend other schools adapt the program into their health and physical education programs.

Name _____

Grade _____

Score _____

WRAP IT UP!

(conclusion worksheet level 2)

Answer the questions below about your experience using fitbook junior. Use complete sentences, correct punctuation, and spelling.

1. Why is it important to have goals?

2. Do you think that writing your goals down made you more focused on them during the day? Why or why not?

3. What is the difference between a short-term and a long-term goal?

4. Using your fitbook junior as a reference, write down a measurable goal that you accomplished.

5. How did you measure or track this goal? How did you know you accomplished it?

6. The Surgeon General recommends children ages 6-19 get 60 minutes of moderate to vigorous physical activity per day. Do you get at least 60 minutes of physical activity 7 days a week? 5 days a week? Why or why not?

7. What is the most important thing you learned about your nutrition and activity habits by using the fitbook junior?

8. What are you doing well?

9. What could you do better?

PEP Grant Year 1 2012-2013

1st Cohort - Clusters A, B, C

Cluster	SCHOOL BELL TIME	ADDRESS PHONE #	PRINCIPAL	PE TEACHER
1	Adams Elementary	1311 Tower Grove Ave., 63110	Tawana Hughes	John Johnson
A	8:05-3:02	535-3910		
2	Ames VPA Elementary	2900 Hadley, 63107	JaVetta Parks-Prince	James Karwoski
B	9:10-4:07	241-7165		
3	Ashland Elementary	3921 No. Newstead, 63115	Lisa Brown	Luxora Crawford
C	8:05-3:02	385-4767		
4	Clay Elementary	3820 No. 14 th St., 63107	Donna Owens	Lindsey Petersen
B	8:05-3:02	231-9608		
5	Cole Elementary	3935 Enright, 63108	Sean Nichols	Aneta Pavlova
B	8:05-3:02	533-0894		
6	Hamilton Elementary	5819 Westminster Place, 63112	Starlett Frenchie	Karen Schneider
B	8:05-3:02	367-0552		
7	Hickey Elementary	3111 Cora Ave., 63115	Peggy Starks	Fabian Turner
C	8:05-3:02	383-2550		
8	Hodgen Elementary	1616 California, 63104	Regina Hasty	Steven Mercado
A	9:20-4:17	771-2539		
9	Laclede Elementary	5821 Kennerly Ave., 63112	Daisy Fisher	Sabrina Mack
C	8:15-3:12	385-0546		
10	Lexington Elementary	5030 Lexington Ave., 63115	Myra Pendleton	Russell Arms
C	8:05-3:02	385-2522		
11	Lyon Acad. Basic Inst.	516 Loughborough, 63111	Isakli Ingrid	Nicholas Schwerdt
A	8:05-3:02	353-1349		
12	Mason Elementary	6031 Southwest Ave., 63139	Deb Leto	James Blanke
A	8:05-3:02	645-1201		
13	Peabody Elementary	1224 S. 14 th St., 63104	Carey Cunningham	Ashley Daniels
A	8:05-3:02	241-1533		
14	Walbridge Elementary	5000 Davison Ave., 63120	Cynthia Harrison-Lewis	Cheryl Paige
C	8:05-3:02	383-1829		
15	Washington Montessori	1130 N. Euclid, 63113	DeAndrea Torrey	Benjamin Cornell
B	9:10-4:07	361-0432		
16	Woerner Elementary	6131 Leona, 63111	Peggy Meyer	Terry Hessler
A	9:10-4:07	481-8585		
	M. Leanne White, Ed.S. Project Director (314)345-4402 office (314) 952-8511 cell			Travis Brown Athletic Director (314) 345-4405