

BOARD MEETING
THURSDAY, SEPTEMBER 6, 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
September 6, 2012**

1.0 Preliminary

1.1 **CONSENT AGENDA**

a) Information Item(s)

- 1) Opening School Update
- 2) Early Childhood Update

1.2 Business Items

- 1) Consent Agenda

09-06-12-01

To ratify approval of a contract with Smart Choice Technologies, a division of Firefly, Inc. for the implementation and design of the School Application Management System Software and Hosting for the period September 1, 2012 through August 31, 2013 with options to renew for future fiscal years. The first year cost including the one-time set up cost will not exceed \$62,150.

FUNDING SOURCE: GOB

09-06-12-02

APPROVED AT THE
8/23/12 MEETING

To approve a contract with Accellyfy to provide third party Medicaid claiming management of direct therapy services for the period October 1, 2012 through September 30, 2013 at a cost not to exceed 7.5% of the revenue generated on behalf of the District.

FUNDING SOURCE: Non-GOB

09-06-12-03

To approve the acceptance of the *Aim to Fitness Grant* from the US Department of Education in the amount of \$2,234,952.

FUNDING SOURCE: Non-GOB

09-06-12-04

To approve the amendment of Board Resolution Number 11-15-11-09, a contract with FUSE for the period October 26, 2011 through October 31, 2012 in an amount not to exceed \$150,000 and to further authorize an additional \$45,250 for the telephone/customer service function. If approved, the total amount of this contract will now be \$195,250.

FUNDING SOURCE: GOB

SEPTEMBER 27, 2012 ITEM(S) FOR CONSIDERATION

09-27-12-01

To ratify the purchase of up to 150 uniforms and related equipment/supplies for safety officers from Leon Uniform Company for the 2012-2013 school year at a total combined cost not to exceed \$16,768.

FUNDING SOURCE: GOB

09-27-12-02

To ratify approval of an Agency Agreement with the Urban League Head Start Program for the period September 4, 2012 through May 23, 2013.

FUNDING SOURCE: N/A

09-27-12-03

To approve a sole source contract with Shmoop University, Inc. that also includes a license for "On-Line Test Prep" courses, review materials, practice exams, drills and other support for the period October 1, 2012 through June 30, 2013 at a cost not to exceed \$15,000.

FUNDING SOURCE: Non-GOB

- 09-27-12-04** To approve a contract renewal with The Children’s Academy (Academy) for the District to provide daily lunches for thirty (30) Academy’s students for the period October 1, 2012 through September 30, 2013. The Academy will reimburse the District for the cost of the meals at the rate of \$2.48 per meal with the total reimbursement being \$18,748.80.
FUNDING SOURCE: N/A
- 09-27-12-05** To approve the renewal of a Memorandum of Understanding with Craft Alliance to continue a partnership for SLPS’ students to learn about contemporary craft art that goes beyond the traditional classroom for the period September 28, 2012 through June 30, 2013.
FUNDING SOURCE: N/A
- 09-27-12-06** To approve a membership renewal with Advancement Via Individual Determination (AVID) for the period October 1, 2012 through June 30, 2013 at a cost not to exceed \$33,275.
FUNDING SOURCE: Non-GOB
- 09-27-12-07** To approve the renewal of a maintenance and support agreement with HP, Inc. to provide “Openview”, the Network Node Manager software for the period September 30, 2012 through June 30, 2013 at a cost not to exceed \$15,000.
FUNDING SOURCE: GOB
- 09-27-12-08** To authorize the Superintendent to act on the Special Administrative Board of the Transitional School District’s behalf regarding the proposed five (5) year extension of new student transfers under the voluntary student transfer program through the Voluntary Interdistrict Choice Corporation.
FUNDING SOURCE: N/A
- 09-27-12-09** To approve the July 2012 Monthly Budget Transaction Report.

September 6, 2012



BOARD RESOLUTION

Date: August 16, 2012

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 09-06-12-01

Action:

Action to be Approved: Contract

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

RFP: 002-1213

SUBJECT: Request ratification of a contract with Smart Choice Technologies, a division of Firefly Digital Inc., for the design and implementation of the School Application Management Software and Hosting System. The District will begin using this application starting with the 2013-2014 school year. The contract term is September 1, 2012 through August 31, 2013 with an option to renew for future fiscal years with Board approval. The first year cost including the one time set up cost will not exceed \$62,150.00.

BACKGROUND: The current systems in place for receiving and processing placement requests to District Magnet and Choice Schools are outdated and does not meet the District's needs. The new system is geared toward online interaction with an account setup allowing direct communications to and application viewing by parents. This system allows for faster notifications to parents, as well as better reporting capabilities regarding applicant totals, school/grade openings and waiting list information.

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: 812-00-110-2322-6362	GOB	Requisition #:
Amount: \$62,150.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$62,150.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Recruitment & Counseling

Requestor: Louis F. Kruger

Angela Banks, Budget Director

Leon Fisher, Chief Financial Officer

Blake Youde, Dep. Supt., Institutional Advancement

Dr. Kelvin R. Adams, Superintendent

Background Information

The vendor selected for the School Application Management System RFP # 002-1213, Smart Technologies, was the only bidder.

The bid submitted and product demonstration showed a software system capable of delivering up to date methods by which parents apply for the St. Louis Public Schools Magnet and Choice Schools programs, as well as a management and reporting system far superior to current systems in use.

The online application system proposed allows parents to apply online via the internet. The system is set up to allow for parents to establish an account so they may review application status and change the application choices, if desired, without resubmitting an application or interacting with Recruitment and Counseling Office staff.

Viewing of eligibility status, acceptance notifications and waiting list placement will all be available for parents to view for their children from any computer with an internet connection, and perhaps from their mobile device if this element of the program is purchased.

With the systems reporting tools, potential applicants and staff will provide information allowing them to see which schools have the most openings, which schools have the most applicants, and therefore be able to make a more informed decision about which school may offer the best chance of placement for their child.

The system will also allow District staff to automatically provide reports, use a lottery program to accept students into schools and manage the waiting list, all without the manual manipulation of large amounts of data.

As applications to the District Magnet and Choice Schools have drastically increased by 25% and 9% over the past 2 application periods, a new system to manage this extra load is desired, as well as a system to provide information and improved services to applicant families.

COSTS SUMMARY

\$42,000.00	Software Purchase, Included Training and In-Person Meeting
\$4,000.00	Design
\$5,000.00	Mobile Component
\$3,000.00	Additional Training: 2 days, up to 16 hours with 10 persons or less
\$2,500.00	2 Additional In Person Meetings
<u>\$5,650.00</u>	10% Contingency For Additional Services At Hourly Rates
\$62,150.00	Total Amount Not To Exceed (ONE TIME COST)

FUTURE COSTS

\$4500.00	Annual Licensing and Hosting Renewal
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Bleke York

Evaluation Form
Schools Application Management System

Smart Choice Technologies/Firefly Digital

Criteria	Weight	Evaluation	Comments
- Overall Cost	30%	30pts	<ul style="list-style-type: none"> Less than \$60k (excluding charging) to implement w/ less than \$50k annual renewal Lowest impact to our student env.
Cost Effectiveness of Proposal	30%	30pts	
Firm's Experience with like projects for K-12 districts	30%	30pts	<ul style="list-style-type: none"> K-12 experience is extensive, particularly in project & testing & placement. Experience in adapting to district needs.
- K-12 Experience - Other Experience		30pts	
Product Features and Flexibility to meet District Needs	30%	30pts	<ul style="list-style-type: none"> Can apply, adjust, testing, placement, configuration, reporting/trackers all available. Want to be implement w/ sis. District based & user friendly.
M/WBE Participation	10%	10pts	<ul style="list-style-type: none"> Single provider, no MBE/WBE partners Classified
- Documents M/WBE Participation	0%	0%	
0	100%		
Total Evaluation		89pts	



Handwritten signature

Evaluation Form
Schools Application Management System

Smart Choice Technologies/Firefly Digital

Criteria	Weight	Evaluation	Comments
Cost Effectiveness of Proposal	30%		
- Overall Cost		30	Good Value for Annual Payment Costs \$200K (what contractor) Under GOK (what contractor) 6 extra slides in Smart Choice
Firm's Experience with like projects for K-12 districts	30%		
- K-12 Experience		30	8 years in K-12 districts 3 in will place 1 in future projects
- Other Experience			
Product Features and Flexibility to meet District Needs	30%		
		30	Met the requirements in RFP scope Demonstration + interview was satisfactory
M/WBE Participation	10%		
		0	State provider no certification
- Documents M/WBE Participation		0	
	100%		
		20/100	
Total Evaluation		0	



Evaluation Form
Schools Application Management System

Cheryl Van Fossen

Smart Choice Technologies/Firefly Digital

Criteria	Weight	Evaluation	Comments
- Overall Cost	30%	30	Cost for one time is affordable annual cost is less than 5,000
Firm's Experience with like projects for K-12 districts	30%	30	Good reputation of experience w/ product & support
- K-12 Experience - Other Experience		30	
Product Features and Flexibility to meet District Needs	30%	30	collaboration with user friendly implementation - product needs helpful hints on screen
M/WBE Participation	10%	0	no participation
- Documents M/WBE Participation	0%	0	
		90	
Total Evaluation		0	

ITEM#:

09-06-12-02

(APPROVED AT THE 8/23/12 MEETING)



BOARD RESOLUTION

Date: August 15, 2012
 To: Dr. Kelvin R. Adams, Superintendent
 From: Linda Riekies

Agenda Item : 09-0612-03
 Action:

Action to be Approved:
 Acceptance of Funds/Funding

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

SUBJECT: To approve the acceptance of the US Department of Education - Carol M White - Aim to Fitness Grant. The grant will be for a period of three years and will total \$2,234,952.

BACKGROUND: Under the Grant, the District will provide 4th and 5th grade students with fitness and nutrition education. The program will include specific programs to address obesity.

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

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

Fund Source: TBD	Non-GOB	Requisition #:
Amount: \$2,234,952.00		Requisition #:
Fund Source:		Requisition #:
Amount:		Vendor #:
Fund Source:		
Amount:		
Cost not to Exceed: \$2,234,952.00	<input type="checkbox"/> Pending Funding Availability	

Department: Development and Partnership Office

Requestor: Linda Riekies

Angela Banks, Budget Director

Leon Fisher, Chief Financial Officer

Dr. Kelvin R. Adams, Superintendent

Blake Youde, Dep. Supt., Institutional Advancement



**US Department of Education
Washington, D.C. 20202**

GRANT AWARD NOTIFICATION

<p>1 RECIPIENT NAME</p> <p>Board of Education of the City-of St. Louis - Health and Physical Education Curriculum and Instruction 801 North 11th Street St. Louis, MO 63101</p>	<p>2 AWARD INFORMATION</p> <p>PR/AWARD NUMBER Q215F120077 ACTION NUMBER I ACTION TYPE New AWARD TYPE Discretionary</p>										
<p>3 PROJECT STAFF</p> <p>RECIPIENT PROJECT DIRECTOR Margaret L White (314) 772-0994 MARGARET.WHITE@SLPS.ORG EDUCATION PROGRAM CONTACT Kandice K Kostic (202) 245-7887 kandice.kostic@ed.gov EDUCATION PAYMENT HOTLINE G5 PAYEE 888-336-8930 HELPSDESK edcaps.user@ed.gov</p>	<p>4 PROJECT TITLE</p> <p>84.215F AIM for Fitness</p>										
<p>5 KEY PERSONNEL</p> <p>NAME TITLE Margaret L White Project Director Linda Riekes Development Officer</p>	<p>LEVEL OF EFFORT 100 % 0 %</p>										
<p>6 AWARD PERIODS</p> <p>BUDGET PERIOD 08/01/2012 - 07/31/2013 PERFORMANCE PERIOD 08/01/2012 - 07/31/2015</p> <p>FUTURE BUDGET PERIODS</p> <table border="1"> <thead> <tr> <th>BUDGET PERIOD</th> <th>DATE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>08/01/2013 - 07/31/2014</td> <td>\$716,357.00</td> </tr> <tr> <td>3</td> <td>08/01/2014 - 07/31/2015</td> <td>\$735,765.00</td> </tr> </tbody> </table>	BUDGET PERIOD	DATE	AMOUNT	2	08/01/2013 - 07/31/2014	\$716,357.00	3	08/01/2014 - 07/31/2015	\$735,765.00		
BUDGET PERIOD	DATE	AMOUNT									
2	08/01/2013 - 07/31/2014	\$716,357.00									
3	08/01/2014 - 07/31/2015	\$735,765.00									
<p>7 AUTHORIZED FUNDING</p> <table border="1"> <tbody> <tr> <td>THIS ACTION</td> <td>\$744,987.00</td> </tr> <tr> <td>BUDGET PERIOD</td> <td>\$744,987.00</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td>\$744,987.00</td> </tr> <tr> <td>RECIPIENT COST-SHARE</td> <td>79.00%</td> </tr> <tr> <td>RECIPIENT NON-FEDERAL AMOUNT</td> <td>\$586,885.00</td> </tr> </tbody> </table>	THIS ACTION	\$744,987.00	BUDGET PERIOD	\$744,987.00	PERFORMANCE PERIOD	\$744,987.00	RECIPIENT COST-SHARE	79.00%	RECIPIENT NON-FEDERAL AMOUNT	\$586,885.00	
THIS ACTION	\$744,987.00										
BUDGET PERIOD	\$744,987.00										
PERFORMANCE PERIOD	\$744,987.00										
RECIPIENT COST-SHARE	79.00%										
RECIPIENT NON-FEDERAL AMOUNT	\$586,885.00										
<p>8 ADMINISTRATIVE INFORMATION</p> <p>DUNS/SSN 079906178 REGULATIONS EDGAR AS APPLICABLE ATTACHMENTS A, C, E1, E2, E4, E5, E6, E7, F, N, O, S, U, V, W</p>											
<p>9 LEGISLATIVE AND FISCAL DATA</p> <p>AUTHORITY: PL 107-110 V-D-10 PROMOTING INFORMED PARENTAL CHOICE AND INNOVATIVE PROGRAMS PROGRAM TITLE: FUND FOR THE IMPROVEMENT OF EDUCATION</p>											



BOARD RESOLUTION

Date: August 21, 2012

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 07-06-12-04

Action:

Action to be Approved: Contract Amendment
Previous Resolution#: 11-15-11-09
Previous Amount: \$125,250

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

SUBJECT: To approve the amendment of Board Resolution Number 11-15-11-09, a contract with FUSE for the period October 26, 2011 through October 31, 2012 in an amount not to exceed \$150,000 and to further authorize an additional \$45,250 for the telephone/customer service function. The total amount of this contract will now be \$195,250.

BACKGROUND: The Board originally approved this contract at the November 15, 2011 SAB meeting for the period November 16, 2011 through June 30, 2012 in an amount not to exceed \$125,250. However, the contract should have been presented as an amendment request to accommodate the extenuating needs/circumstances of the District surrounding this subject. An example of this as these services proceeded, the District encountered an issue that resulted in an additional service need - a telephone/customer service function, which is included in this current request.

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: 110-2322-812-00-110 6319	GOB	Requisition #:	
Amount: \$195,250		10130470	
Fund Source:		Requisition #:	
Amount:		Requisition #:	
Fund Source:		Vendor #:	
Amount:			
Cost not to Exceed: \$195,250	<input type="checkbox"/> Pending Funding Availability		

Department: Institutional Advancement

Requestor: Blake Youde

Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director

Leon Fisher, Chief Financial Officer

Dr. Kelvin R. Adams, Superintendent

September 27, 2012

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BOARD RESOLUTION

Date: August 29, 2012
To: Dr. Kelvin R. Adams, Superintendent
From: Col. Lisa Taylor-Brown, Dir., Safety/Security

Agenda Item: 09-27-12-01
Action:

Action to be Approved: Purchase of Good (s)
 Other Transaction Descriptors:
 (i.e.: Sole Source, Ratification)

Previous Board Resolution # 08-16-11-09
Prior Year Cost \$16,145.00

SUBJECT: To ratify the purchase of uniforms (up to 150) and equipment/supplies for the Safety and Security Officers from Leon Uniform Company for the 2012-13 school year at a total combined cost not to exceed \$16,768.00 (\$11,645.00 for uniforms and \$5,303.00 for equipment/supplies). The previous board resolution and prior year cost was for uniforms only.

BACKGROUND: During the 2011-12 school year, Leon Uniform Company was selected through the bid process to provide uniforms for the Safety and Security Department. Last year's final negotiated price (see attachment) for each uniform item (white shirt, blue shirt & trouser) will remain the same for this year. Currently, the District has 127 returning Safety and Security Officers that will receive a uniform. Uniforms will consist of one (1) shirt and one (1) pair of trousers for each returning employee and three (3) shirts and two (2) pair of trousers for new hires. Additionally, other equipment/supply items such as badges; mace; handcuffs; handcuff cases; emblems and id/badge holders will also be purchased on an as needed basis.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.B

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

Fund Source: 829-00-110-2333-6411	GOB	Requisition #: 10130207
Amount: \$16,768.00		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		Vendor #: 600003852
Amount:		
Cost not to Exceed: \$16,768.00	<input type="checkbox"/> Pending Funding Availability	

Department: Safety & Security

Requestor:

Angela Banks
 Angela Banks, Budget Director
Leon Fisher
 Leon Fisher, Chief Financial Officer

Col. Lisa Taylor-Brown
 Col. Lisa Taylor-Brown, Dir., Safety/Security

Dr. Kelvin R. Adams, Superintendent

Leon Uniform Company

UNIFORMS

White Shirt Uniform

Trousers (sizes 28-42)	\$36.95	
White Shirt - Long Sleeve (sizes 14.5 - 17.5)	\$29.95	
Total Uniform Cost (20 officers)	\$66.90	\$1,338.00

Blue Shirt Uniform

Trousers (sizes 28-42)	\$36.95	
Blue Shirt - Long Sleeve (sizes 14.5 - 17.5)	\$40.95	
Total Uniform Cost (130 officers)	\$77.90	\$10,127.00

Grand Total

\$11,465.00

SUPPLIES & EQUIPMENT – Items will be purchased on an as needed basis at the unit cost listed below.

Handcuffs	\$18.95 ea
700 Nickel Handcuffs – chain	\$28.45 ea
Badges (Custom Order)	\$50.00 ea
Duty Badges	\$26.99 ea
Shield Clip-on Badge Holder	\$9.99 ea
Badge/id Holders	\$15.99 ea
Mace	\$16.50 ea
Handcuff Cases	\$18.95 ea



BOARD RESOLUTION

Agenda Item : 09-07-12-02

Date: August 29, 2012

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Dr. Sheryl Davenport, Exec. Dir., Early Childhood

Action to be Approved:
Agency/Partnership Agreement

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

SUBJECT: To ratify the Agency Agreement with the Urban League Head Start program to provide the framework for the cooperative efforts between the Urban League Head Start and St. Louis Public Schools. The effective date of this agreement is September 4, 2012 through May 23, 2013. St. Louis Public Schools agrees to accept a daily rate of \$22.53 for 40 Head Start eligible preschool children paid monthly or an estimated annual amount of \$156,000.00.

BACKGROUND: The Urban League and St. Louis Public Schools have an established relationship to maximize the use of available local resources in providing special education and related services to identified young children with disabilities and their families currently. This Partnership agreement will extend that relationship to include non-disabled children who meet eligibility criteria to participate in the Head Start program.

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

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

Fund Source: 293-2239-540	Requisition #:
Amount: \$156,000.00	
Fund Source:	Requisition #:
Amount:	
Fund Source:	Requisition #:
Amount:	
Reimbursement Amount:	Vendor #:
\$156,000.00	<input type="checkbox"/> Pending Funding Availability

Department: Early Childhood

Requestor:

Sheryl Davenport
Dr. Sheryl Davenport, Exec Dir., Early Childhood

Angela Banks
Angela Banks, Budget Director

Leon Fisher
Leon Fisher, Chief Financial Officer

Dr. Kelvin R. Adams, Superintendent

Agreement

This agreement is made this first day of September 4, 2012 between

Urban League Head Start
3701 Grandel Square
St. Louis, MO 63108-3627
314-615-3600

(Hereinafter referred to as “Head Start Program” or “Purchaser of Services”)

And

St. Louis Public Schools
801 North 11th Street
St. Louis, MO 63101
314-231-3720

(Hereinafter referred to as “Partner”)

WHEREAS, Urban League Head Start or “Purchaser of Services, receives monies as a Head Start delegate agency of the YWCA Head Start Program through the Federal Grant from the Administration for Children and Families to administer a Head Start program.

WHEREAS, The St. Louis Public Schools desires to be a Partner representing and warranting that it can provide services sought by the Head Start Program pursuant to all of the terms and conditions of the Delegate Award and other regulatory requirements imposed by the State of Missouri Department of Health and Senior Services and Head Start Program Performance Standards and Regulations.

NOW THEREFORE, the Head Start Program and Partner hereby agree as follows:

- 1. Contract Period**
The effective date of this agreement is September 4, 2012 through May 23, 2013. Termination of the agreement prior to the end date of the agreement period is addressed in item 3.
- 2. Service Population**
The Partner agrees to provide services meeting Head Start Performance Standards and Other Regulations for 40 (40) children determined eligible according to Head Start regulations. The Partner will recruit and complete sufficient applications to maintain selection so that available openings can be filled. The Head Start staff will make eligibility determinations.
- 3. Termination of Agreement**
The Partner understands and agrees that the Head Start Program or Partner may terminate this agreement for cause or convenience with a minimum advance

notice of thirty (30) calendar days. The agreement with the Partner is contingent upon the Partner's performance and compliance with Head Start Performance Standards, Head Start Act 2007, ULHS policies and procedures, and other applicable regulations while under agreement to the Head Start program.

4. Insurance

The Partner agrees to maintain in effect, for the duration of this agreement, insurance coverage in the following amounts: \$1,000,000 per occurrence, \$1,000,000 aggregate, \$1,000,000 personal injury, \$250,000 fire and legal, \$10,000 medical payments and all other's included in Exhibit A. The Partner shall maintain workers' compensation for employees in accordance with statutory requirements. The Partner will be responsible for any deductible resulting from any claims. The Partner must furnish a certificate of coverage to the Head Start Program at the onset of this agreement.

5. Licensure

The partner agrees to maintain a Missouri license to operate as a child care center issued by the Missouri Department of Health and Senior Services. The Partner agrees to comply with all applicable state child care regulations and laws and MO Department of Elementary & Secondary Education.

6. Hours of Operation

The Partner defined their hours of service as pre-school and is in operation between 8:00 a.m. – 4:30 pm. Head Start enhancement services for families will be defined per Urban League student attendance days.

7. Attendance

The Partner agrees to maintain at least 85% attendance as required by the Head Start Performance Standards. Days of attendance are defined by the beginning and ending dates of the Urban League Head Start full day/part year calendar.

Should the provider designate closure days, these will not be considered childcare service days. Closure days designated by the provider must be submitted in writing to the Head Start Program Director.

8. Compensation

The Partner agrees to submit an annual A133 audit if applicable, and all expenditures must meet all applicable Federal and State guidelines. The Partner must match earned income with 25% in-kind that meets all applicable Federal and State regulations.

The Partner agrees to accept a daily rate of \$22.53 paid monthly upon receipt of child attendance records. A minimum of 85% cumulative attendance is required as recorded in ChildPlus Data Engine Report 2320. If attendance falls below 85%, a penalty of 50% of the given month's remuneration will be assessed.

Holidays and scheduled non student days are not included in the mandatory 85% attendance necessary for payment. No partial monthly payments will be made.

In the event the Urban League Head Start centers are closed due to inclement weather and the provider chooses to remain open, payment will be calculated only on the children in attendance. Closure due to inclement weather will be determined by the provider. Should the provider close due to weather conditions, it will not be considered a payable childcare service day.

The Partner will submit a summarized billing and attendance records for Head Start funding by the 5th day of the calendar month. If the 5th day of the month is on Saturday or Sunday, the summarized billing will occur on the working day preceding the 5th. The submission of the attendance and sign in/out sheets are also considered a part of the Partner billing process. Urban League Head Start will pay claims within 30 days of receipt of claim. Payment will be delayed if required paperwork is not submitted. Falsification of records or reports by either party will be grounds for immediate termination of this agreement. If this agreement is terminated either by the Partner or Head Start Program, the Partner remains obligated to submit reports for the last month of service that any Head Start child was in attendance.

The Partner will provide Head Start with documentation of in-kind services on a form provided by Head Start. The completed forms are due no later than the 5th day of each month for the prior month.

9. Nutrition and Meal Service

The Partner agrees to maintain participation in the USDA food program and investigate the possibility of enrolling in the Child and Adult Care Food Program for at least snacks.

10. Renewal of Agreement

Either party reserves the right to re-negotiate the number of slots based on identified needs of Head Start eligible families annually. Process for re-negotiation will be:

- A. In July 2013, Head Start will review needs of families currently enrolled as well as families on the waiting list, community assessment data, management system reports and other pertinent data.
- B. New agreement will be finalized by August 31, 2013.

11. Training and Meetings

The Partner will be given notice and opportunity for all staff to attend any scheduled Head Start staff development sessions. The Partner will be required to send a designated representative to all Early Literacy, Creative Curriculum, Child Plus and general procedural meetings as determined by the Partnership Coordinator assigned as the liaison for this partnership agreement.

The Partner will be required to comply, document, and record all Head Start Outcomes and required documentation of or each child in ChildPlus software. The Partner will be required to give notice of any meetings involving parents or governance where Head Start Programming will be agenda items or points of discussion. At least two parents from the Partner's organization must be a member of the Head Start Policy committee. The program must operate by Urban League Policy Committee guidelines.

12. Quality Assurance, Self Assessment and Monitoring

The Partner agrees to participate with or permit ULHS Head Start staff including its Grantee, the YWCA to conduct on-site regular and impromptu visits, assessments and monitoring for the purpose of ensuring quality services in compliance with Head Start Performance Standards and other applicable regulations, Head Start Act of 2007 and ULHS policies and procedures.

The Head Start Program will supply the training for the Partner's personnel to utilize Child Plus for the recording and tracking of information to complete monthly Quality Assurance, Corrective Action Plans and attendance data.

13. Equipment/Materials/Supplies

The Partner agrees to be responsible for all equipment, toys and play materials necessary to meet licensing by the Head Start Program and to replace any equipment and toys as needed.

14. Staffing Qualification Requirements

The Partner will employ teachers that hold Bachelor Degrees in Early Childhood Education or an equivalent field. As of September 30, 2013, teachers will have a bachelor's or advance degree in early childhood education or a bachelor's or advance degree and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children.

Teacher assistance should have at least a current Child Development Associate credential (CDA). Other personnel working directly with this agreement should have at a minimum a high school diploma or GED.

15. Operations

The Partner agrees that the maintenance, repair, operation, security, and custodial responsibility of the facility lie solely with the Partner. All facilities are subject to periodic facility reviews as dictated by Head Start regulations.

16. Reporting/Records

The Partner agrees to submit reports as may be required by Urban League Head Start Program. The Partner shall also prepare, retain and permit the Urban League Head Start Program to inspect for program purposes all records developed and received that are related to the Head Start program operations and administrations, including records relating to program and fiscal operations as outlined in 45 CFR

74 and 92, as well as other records that may be required by relevant funding source. The Partner insures the cooperation of the Partner's personnel in providing timely and accurate reports and the participation of their personnel in Child Plus and Child Plus trainings provided by the Head Start Program.

The Partner agrees to comply with applicable laws and regulations pertinent to operating a Head Start Program, and these documents are incorporated herein by reference as follows:

- a. Head Start Performance Standards and Other Regulations (45 CFR Parts 1301-1309);
- b. Licensing Rules for Child Day Care Centers as established by the Missouri Department of Health;
- c. Head Start Act (As Amended December 12, 2007);
- d. Public Playground Safety Handbook (U.S. Consumer Product Safety Commission);
- e. The Civil Rights Act of 1964 and all appropriate amendments (45 U.S.C. 2000);
- f. Federal Executive Order No. 11246 of September 24, 1965, pertaining to Equal Employment Opportunity and the rules, regulations and relevant orders of the Secretary of Labor pertaining to Federal Executive Order No. 11246 and Section 504 of the Rehabilitation Act of 1973 relating to services to the disabled. In accordance with these orders herein, the Partner agrees that it shall not discriminate either in the provision of services to clients or in employment practices on the basis of race, color, religion, national origin, sex, age or handicap status;
- g. The U.S. Department of Health and Human Services Compendium of Required Certifications and Assurances as attached;
- h. 45 CFR Part 74, Uniform Administrative Requirements for Grants and Agreements to State and Local Government;
- i. 45 CFR Part 92, Uniform Administrative Requirements for Grants and Agreements to State and Local Government;
- j. Compliance with 45 CFR 1301.32 and certification that the development and administrative costs to administer the Head Start Program for the prescribed year will not exceed 15 percent of the Total Program Costs; and
- k. Compliance with 2 CFR Part 230 for nonprofit organizations.

Noncompliance with any of the referenced provisions, in whole or in part, will be considered cause for cancellation of this contract.

17. Amendment/Changes to Amendment

This agreement may be amended or renewed by the mutual agreement of both parties. This document supersedes any and all other arrangements, oral or written between the Partner and the Head Start Program. Changes in agreement terms by either party will be requested in writing 30 days prior to the effective date of change and incorporated into this agreement with a written amendment.

18. Compliance with other Applicable Law

In connections with the provision of services pursuant to this Agreement, the Partner agrees to comply with:

- a. **Equal Employment Opportunity** -- All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. **Copeland "Anti-Kickback" Act** (18 U.S.C. 874 and 40 U.S.C. 276c) -- All contracts and subgrants in excess of \$100,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- c. **Davis-Bacon Act**, as amended (40 U.S.C. 276a to a-7) -- When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act, 40 U.S.C. 276a to a-7, and as supplemented by Department of Labor regulations, 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the HHS awarding agency.
- d. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 -333) -- Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction contracts and for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327 - 333, as supplemented by Department of Labor regulations, 29 CFR part 5. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1-1/2 times the basic rate of pay for all

hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- e. **Rights to Inventions Made Under a Contract or Agreement** -- Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by HHS.
- f. **Clean Air Act** (42 U.S.C. 7401 et seq.) and the **Federal Water Pollution Control Act** as amended (33 U.S.C. 1251 et seq.) -- Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.
- g. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352) -- Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. (See also 45 CFR part 93).
- h. **Debarment and Suspension** (E.O.s 12549 and 12689) -- Certain contracts shall not be made to parties listed on the nonprocurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." (See 45 CFR part 76.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisitions threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, The Urban League Head Start and Partner have executed this Agreement as of the date first above written and the undersigned certifies to the best of his or her knowledge and belief that

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an office or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of an agency, a member of congress, and officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (2) The undersigned shall require that the language of this certification be included in the award documents for all sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.
- (3)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

URBAN LEAGUE HEAD START

By: _____ Date
Lori Burch, CFO

ST. LOUIS PUBLIC SCHOOLS

By: _____ Date

Name and Title



BOARD RESOLUTION

Date: August 29, 2012

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item : 09/27/12-03

Action:

Action to be Approved: Contract

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

SUBJECT: To approve a sole source contract with Shmoop University, Inc. which includes a license for On-Line Test Prep courses, review materials, practice exams, drills and other support. The contract will be for the period of October 1, 2012 through June 30, 2013 at a cost not to exceed \$15,000.

BACKGROUND: One of the major goals of the Advance Placement Incentive Program grant is to increase the number of students receiving AP scores of 3 or higher. Student preparation is one of the critical factors contributing to their AP success which directly benefits them both for college readiness and college credits after high school graduation. In order to provide support to both teachers and students, SHMOOP was chosen as an online system that meets the needs for both. Up to 1,500 high school students from the following schools will benefit from this program (Beaumont, Carnahan, Central, Cleveland, Gateway, McKinley, Metro, Northwest, Roosevelt, Soldan, Sumner and Vashon).

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: 292-1151-816-V3-292-6319	Non-GOB	Requisition #: 10130271
Amount: \$15,000		
Fund Source:		Requisition #:
Amount:		Requisition #:
Fund Source:		Vendor #: 600015083
Cost not to Exceed: \$15,000.00	<input type="checkbox"/> Pending Funding Availability	

Department: APIP

Requestor: Dr. Dan Edwards

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

[Signature]
8/23/2012

Dr. Nrcola Williams, Dep. Supt., Academics

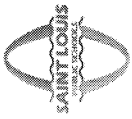
[Signature]

Angela Banks, Budget Director

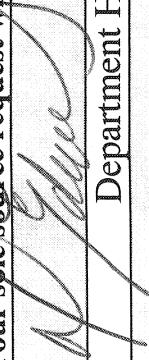

[Signature]

Leon Fisher, Chief Financial Officer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Dr. Dan Edwards	Date: August 9, 2012
Department / School: Advance Placement Incentive Program	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)	
Vendor Name: Shmoop University, Inc.	Email: rooco@shmoop.com
Vendor Contact: John Rocco	Phone Number: 708-955-3001
Justification Information	
1. Why the uniquely specified goods are required?	
SHMOOP is an online system that provides teachers resources for all AP courses and AP exams preparation for all students. One of the major goals of the Advance Placement Incentive Program grant is to increase the number of students receiving a score of 3 or higher on the AP exams. Student preparation is one of the critical factors contributing to their AP success, which directly benefits them both for college readiness and college credits after high school graduation.	
2. Why good or services available from other vendors /competitors are not acceptable?	
It offers resources and supports for all AP teachers and all AP students. In addition, teachers can utilize the system for other classes including classes to support the End-of-Course exams and college entrance exams like the ACT and the COMPASS.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
N/A	
4. List the Names of other Vendors contacted & Price Quotes:	
N/A	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
	
Department Head	Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

- xOne-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.

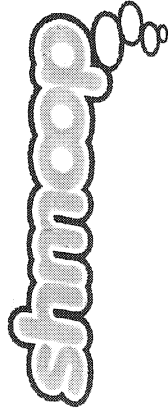
- Delivery Date** Only one supplier can meet necessary delivery requirements.
Prior to checking this box you must complete each of the following tasks:
- Document delivery date and quotes from at least two other vendors.
 - Document rationale in support of treating the delivery date as mission critical.

- 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.



Shmoop University, Inc.
P.O. Box 70186
Sunnyvale, CA 94086
Phone: (650) 996-3722
Fax: (650) 644-3384

To Whom It May Concern:

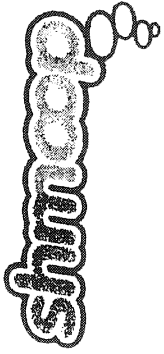
Shmoop University, Inc. ("Shmoop") is a sole source provider of online Test Prep courses to help students prepare for standardized tests, including the ACT, AP, PSAT, and SAT. Shmoop holds exclusive worldwide ownership and copyright for its content and its delivery platform. All review materials, practice exams, drills, and interactive interfaces contained in the Test Prep courses are exclusively produced and distributed by Shmoop.

Shmoop offers one-of-a-kind online Test Prep Courses that blend rigorous content reviews, interactive drill questions, immediate student feedback, humor and pop culture references, and a points system that rewards student participation with prizes.

We look forward to making our service available to your students.

Sincerely,

Ellen Siminoff
CEO, Shmoop University, Inc.



Shmoop University, Inc.
 PO Box 0935
 Los Altos CA 94023-0935
 Phone (650) 488-7778 Fax (650) 644-3384

DATE: July 30, 2012
INVOICE # 584
FOR: *online test prep*
REP: John Rocco
SCHOOL TYPE: 1

Bill To:
 John Niemeyer
 801 N. 11th Street
 St. Louis, MO 63101

DESCRIPTION	AMOUNT
1 District License (Up to 1,500 high school students) for Shmoop AP Test Prep. Subscription Start Date: 08/01/2012 End Date: 08/01/2013	\$ 15,000.00
Shmoop Teacher Training	Fee Waived
Accepted by:	TOTAL \$ 15,000.00

Signature _____
 Name _____
 Title _____

Payment due within 30 days of the date above.
 Make all checks payable to **Shmoop University, Inc.**
 If you have any questions concerning this invoice, please contact support@shmoop.com

Shmoop Thanks You!



BOARD RESOLUTION

Date: August 29, 2012
 To: Dr. Kelvin R. Adams, Superintendent
 From: Althea Albert-Santiago, Director, Food Service

Agenda Item : 09-07-12-001
 Action:

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

Previous Board Resolution # 10-04-11-23
 Prior Year Amount \$18,446.40

SUBJECT: To approve a contract renewal with The Children's Academy for the District to provide lunches for 30 students on a daily basis. The contract period is from October 1, 2012 to September 30, 2013. The Children's Academy will reimburse the District for the cost of the meals at the rate of \$2.48 per meal. The total amount of the reimbursement will be \$ 18,748.80.

BACKGROUND: Historically, the District has agreed to package and deliver meals in containers to The Children's Academy at the reduced lunch rate. The Children's Academy has requested that we continue to provide the lunches for their students. The meal rate has been increased this year from \$2.44 to \$2.48.

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

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

Fund Source: 510-3141-906	Non-GOB	Requisition #:
Amount: \$18,748.80		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Reimbursement Amount:	<input type="checkbox"/> Pending Funding Availability	Vendor #:
\$18,748.80		

Department: Food Services

Requestor: Althea Albert-Santiago
 Althea Albert-Santiago, Director, Food Service
Mary M. Houlihan
 Mary M. Houlihan, Dep. Supt., Operations

Angela Banks
 Angela Banks, Budget Director
Leon Fisher
 Leon Fisher, Chief Financial Officer
 Dr. Kelvin R. Adams, Superintendent

Missouri Department of Health and Senior Services
 Community Food and Nutrition Assistance
 Child and Adult Care Food Program
 August 2008

**FOOD SERVICE CONTRACT PROTOTYPE
 ORGANIZATIONS
 WITH CONTRACTS LESS THAN \$100,000**

This agreement is made and entered into by and between

The Childrens Academy
 (Name of Institution)

St Louis Public Schools
 (Name of Contractor)

The contractor agrees to furnish meals as ordered by the institution for the period of:

Oct 1, 2012 (Beginning Date) To Sept 30, 2013 (Ending Date)

based on the following:

	Estimated Number of Meals Served Per Day	Estimated Number of Serving Days Per Year	Unit Price	Total Price
Breakfast	_____	_____	x _____ =	_____
Lunch	<u>30</u>	<u>252</u>	x <u>2.48</u> =	<u>\$18,748.80</u>
Snack	_____	_____	x _____ =	_____
Supper	_____	_____	x _____ =	_____

The unit prices submitted are based on the cycle menu attached (Schedule B), which is a part of this Agreement. The meals furnished shall meet or exceed requirements as specified in Section 226.20 of the Child and Adult Care Food Program (CACFP) Federal Regulations, attached copy of which is a part of this agreement. The contractor agrees to deliver 30 (unitized/bulk) meals AD (inclusive/exclusive) of milk on a daily basis to the location(s) during the timeframes indicated on the delivery schedule attached which is a part of this Agreement (Schedule A).

BOARD RESOLUTION

Date: August 24, 2012
To: Dr. Kelvin R. Adams, Superintendent
From: Blake Youde, Dep. Supt., Institutional Advancement

Agenda Item : 09-017-12-05
Action:

Action to be Approved:
Memorandum of Understanding
Previous Board Resolution # 01-26-12-07

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

SUBJECT: To approve a renewal of the Memorandum of Understanding with the Craft Alliance to continue a partnership to provide opportunities for SLPS students to learn about contemporary craft art that goes beyond the traditional classroom art experience. The MOU will be for the period September 28, 2012 to June 30, 2013.

BACKGROUND: The Craft Alliance program began in 2006 and since that time 25 schools have participated in the program which has provided our students the chance to learn studio techniques in clay, metalsmithing, glass, graphics, and textile arts. The Craft Alliance will be offering the ArtSmarts program to 20-25 SLPS schools and may reach as many as 600 students in the upcoming year.

Accountability Plan Goals: Goal IV: Parent Community Involvement

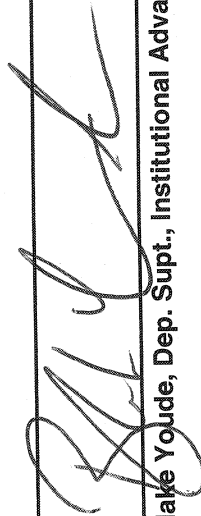
Objective/Strategy: IV.A.

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

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

Department: Institutional Advancement

Requestor:


Blake Youde, Dep. Supt., Institutional Advancement



Angela Banks, Budget Director



Leon Fisher, Chief Financial Officer

Dr. Kelvin R. Adams, Superintendent

Memorandum of Understanding

Performance Standard(s)

Report

Agency: Craft Alliance

School: Metro HS, Central VPA, Clyde C. Miller Academy, Roosevelt HS, Sumner HS, McKinley HS/MS and Vashon HS

From: January 20, 2012

To: June 30, 2012

Performance Standard 1: A minimum of 100 middle and high school students will participate in the program _____

Status: Two-Hundred-Forty (240) middle and high school students from Metro, Central VPA, Clyde Miller Academy, Roosevelt, Sumner, Carnahan, McKinley High and Middle, and Vashon participated in three two-hour field trips. They learned about the art in three exhibitions and visited three studios where they were taught art techniques in clay, metalsmithing, textile arts, graphics and glass. They each created art that related to the concepts and materials used by the exhibiting artists.

Performance Standard 2: Each student will participate in three, two-hour field trips designed to introduce them to contemporary craft in the Craft Alliance studios and participate in one lecture in our galleries. _____

Status: See above. _____

Performance Standard 3: _____

Status:

Submitted by: Leah Ricketts

Date: 8-27-12

Reviewed by: RLV

Date: 8/29/12

Recommendation:

Continue

Discontinue

MEMORANDUM OF UNDERSTANDING
(NON-FUNDRAISING)

This Memorandum of Understanding ("MOU") is entered into by and between the Saint Louis Public Schools ("SLPS") and Craft Alliance ("Agency") on this 15th day of August, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between Craft Alliance and the St. Louis Public Schools in order to introduce SLPS middle and high school students to contemporary craft media and studio practices.

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) Select middle and high school students to participate in Craft Alliance's ArtSmarts program.
- (b) Participating SLPS teachers complete evaluations at the conclusion of the program.

6. Obligations of Agency:

- (a) Craft Alliance will offer ArtSmarts, a program that provides students with the opportunity to learn about contemporary craft art through a series of field trips that go beyond the traditional classroom art experience. Craft Alliance will offer ArtSmarts to up to 22 SLPS schools, reaching as many as 660 students in the 2012-2013 academic year.
- (b) Craft Alliance will implement and facilitate the ArtSmarts program in its two locations in the Delmar Loop and in Grand Center.
- (c) Craft Alliance will provide transportation for the students to our two locations.

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 240 middle and high school students will participate in this program.
 - (c) Each student will participate in three, two-hour field trips in which they will learn about the art in three exhibitions and visit three studios where they will be taught art techniques in clay, metalsmithing, textile arts, graphics and glass, creating art themselves that relates to the concepts and materials used by the exhibiting artists.
8. **Term and Termination:** The term of the MOU will be from September 28, 2012 (the Effective Date) 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

Craft Alliance

By: _____
Name: _____
Title: _____

By: 
Name: Eileen (Boo) McLoughlin
Title: Executive Director, Craft Alliance



BOARD RESOLUTION

Date: August 29, 2012

Agenda Item : 09-27-12-06

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Membership

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

Previous Board Resolution # 06-30-11-60

Prior Year Cost \$46,950.00

SUBJECT: To approve a membership renewal with AVID (Advancement Via Individual Determination) for the amount not to exceed \$33,275.00 . This covers the annual memberships and professional service fees for eleven schools for the period October 1, 2012 to June 30, 2013.

BACKGROUND: AVID supports the District's reform initiative to increase the number of students attending college and taking AP (Advance Placement) courses. AVID annual membership is for 11 schools : High Schools Carnahan, Cleveland, Clyde Miller Career Academy, Gateway STEM, Roosevelt, Soldan, Sumner, Vashon; and Middle Schools: Busch AAA, Compton Drew, Langston. Historically students participating in AVID score at or above the District norm on benchmark tests.

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: 292-1151-816-V3-292-6319	Non-GOB	Requisition #: 10129628
Amount: \$33,275.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$33,275.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600010956

Department: AVID

Requestor: Tiffany King

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

Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks, Budget Director

Leon Fisher, Chief Financial Officer

Dr. Kelvin R. Adams, Superintendent

Revised 07/06/2011

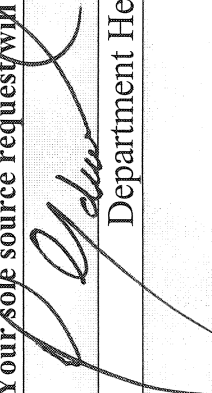
Reviewed By:

Reviewed By: _____

Reviewed By: _____



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Tiffany King	Date: 8/17/2012
Department / School: AVID	Phone Number: 314-345-4478
<i>Definition: Sole Source is a good or service that is <u>only</u> available from one (1) source (vendor manufacturer, etc...)</i>	
Unique Goods / Services Requested for Sole Source Purchase (describe in detail below)	
AVID, (Advancement Via Individual Determination), Membership Fee for 11 schools \$33,275.00	
Vendor Name: AVID Center	Email: pspect@avidcenter.org
Vendor Contact: Pamela Specht	Phone Number (858) 380-4725
Justification Information	
1. Why the uniquely specified goods are required?	
AVID is a college readiness system designed to improve students' critical thinking, reading and writing abilities, allows them to participate and succeed in courses of high rigor, and better prepares them for postsecondary access and success. AVID's proven curriculum is based on the WICOR system. WICOR stands for Writing, Inquiry, Collaboration, Organization, and Reading. AVID supports the district's reform initiative to increase the number of students taking Advance Placement courses and attending college.	
2. Why good or services available from other vendors /competitors are not acceptable?	
The AVID system accelerates student learning, uses research based methods of effective instruction, provides meaningful and motivational professional development, and acts as a catalyst for systemic reform and change	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
N/A	
4. List the Names of other Vendors contacted & Price Quotes:	
N/A	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
 Department Head	8/23/12 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.



Board Resolution

Agenda Item: 06-27-12-07

Date: August 29, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Cheryl VanNoy, Exec. Dir., Technology Services

Action: X

Action to be Approved:

Other Transaction Descriptors: _____

X

Contract Renewal

Previous Bd. Res.: 06-16-11-22

Prior Year Cost: \$49,000.00

SUBJECT:

To approve the renewal of the maintenance support agreement with HP, Inc. to provide Openview, the Network Node Manager software that is used to monitor the status of the network beginning September 30, 2012 through June 30, 2013 at a cost not to exceed \$15,000.00. The prior year cost included the purchase of the product and the annual maintenance.

BACKGROUND:

The Network Node Manager is an enterprise management system. It allows St. Louis Public Schools to manage and monitor the status of network nodes, including routers, switches, servers and network devices. Once the software detects a problem, an alarm is sent to a technician, providing a proactive approach to maintenance. The data that measures the success of the software is the number/accuracy of alarms that are sent. Use of this software prevents downtime for the District's network.

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy:

Ill.A.

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

Fund Source:	981 - L3 - 110 - 2223 - 6441	GOB	Requisition #:	10130600
Amount:	\$ 15,000.00		Requisition #:	
Fund Source:	- - - - -		Requisition #:	
Amount:				
Fund Source:	- - - - -			
Amount:				
Cost not to Exceed:	\$ 15,000.00		Pending Funding Availability	Vendor #: 600010323

Department: Information Technology Services

Angela Banks

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

Angela Banks, Budget Director

Leon Fisher
Leon Fisher, Chief Financial Officer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: 04/30/2012	
Dept / School: Technology	Reported By: Cheryl VanNoy	
Vendor: HP, Inc.	Vendor #: 600010323	
Contract # / P.O.#: 4500157971	Contract Name: HP, Inc.	
Contract Amount: \$49,000.00	Award Date: September 27, 2012	
Purpose of Contract (Brief Description): To provide network monitoring software for all network nodes: routers, servicers, switches and other network devices.		
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	
	X4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5	
	X4	
	3	
	2	
	1	
Business Relations	5	
	X4	
	3	
	2	
	1	
Customer Satisfaction	5	
	X4	
	3	
	2	
	1	
Cost Control	5	
	X4	
	3	
	2	
	1	
Average Score	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"/>



BOARD RESOLUTION

Date: August 29, 2012

Agenda Item : 09-2011-12-08

To: Special Administrative Board

Action:

From: Dr. Kelvin R. Adams, Superintendent

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

Action to be Approved: Program Extension

SUBJECT: To authorize the Superintendent to act on the Special Administrative Board of the Transitional School District's behalf regarding the proposed five (5) year extension of new student transfers under the voluntary student transfer program through the Voluntary Interdistrict Choice Corporation.

BACKGROUND:


Accountability Plan Goals: I:


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:		
Cost not to Exceed:	NA	<input type="checkbox"/> Pending Funding Availability
		Vendor #:

Department: Superintendent's Office

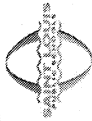

 Angela Banks, Budget Director


 Leon Fisher, Chief Financial Officer


 Dr. Kelvin R. Adams, Superintendent

Reviewed By: _____

Reviewed By: _____



Board Resolution

Agenda Item: 09-817-1209

Date: August 23, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Leon Fisher, Chief Financial Officer

Action: X

Action to be Approved: _____

Other Transaction Descriptors: _____

Financial Report

SUBJECT:

To approve the Monthly Board Transaction Report for July 2012.

BACKGROUND:

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: Finance

Angela Banks

Angela Banks, Budget Director

Leon Fisher
Leon Fisher, Chief Financial Officer

Mary M. Houlihan

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

Monthly Budget Report
Dates: 07-01-2012 - 07-31-2012
Fiscal Year: 2012 - 2012

110-INCIDENTAL

1 SAP Hierarchy Doc #: 0501885610

SAP Entry Doc #: 0501885549

From:	110-2411	-	180-00-110	-	6542
To:	110-2411	-	180-00-110	-	6383
Control No:	B1213-0059				
From Amount:	3,200.00-				
To Amount:	3,200.00				

Text: EVENT: Summer Summer Planning Academy // DATES: August 1-4, 2012 // LOCATION: Tan-Tar-A // ATTENDEES: Summer High School Staff (ALL)

2 SAP Hierarchy Doc #: 0501886989

SAP Entry Doc #: 0501886928

From:	110-2523	-	977-00-110	-	6121
To:	110-2523	-	977-00-110	-	6231
Control No:	B1213-0113				
From Amount:	110,000.00-				
To Amount:	110,000.00				

Text: Transfer to accommodate contract to provide two temp positions in the finance division

From:	94,000.00-
To:	12,000.00-
Control No:	4,000.00-
To:	110,000.00

Monthly Budget Report
Dates: 07-01-2012 - 07-31-2012
Fiscal Year: 2012 - 2012

232-Title I IASA 11-12

1 SAP Hierarchy Doc #: 0501886104
SAP Entry Doc #: 0501886043

From:	To:	Control No:	From Amount:	To Amount:	Text: Movement of budget to correct location code to support 3rd grade iPad Initiative.
232-1127 - 814-AM-232	232-1127	B1213-0075	747,937.73-	747,937.73	
- 6541	- 972-AM-232		- 6541		
747,937.73-				747,937.73	

292-MINI FEDERAL 97-98

1 SAP Hierarchy Doc #: 0501873952

SAP Entry Doc #: 0501873891

From:	292-1127	-	324-UG-292	-	6411
To:	292-1127	-	324-UG-292	-	6541
Control No:	B1213-0053				
From Amount:	68,094.15-				
To Amount:	68,094.15				
Text: Funds for computers and smartboards					

2 SAP Hierarchy Doc #: 0501886107

SAP Entry Doc #: 0501886046

From:	292-2214	-	819-UG-292	-	6319
To:	292-1127	-	314-UG-292	-	6383
Control No:	B1213-0077				
From Amount:	92.84-				
To Amount:	92.84				
Text: EVENT: Farming Professional Development // DATES: July 27-29,2012 //					
LOCATION: Innsbrook, MO // ATTENDEES: Farming Staff					

ST. LOUIS BOARD OF EDUCATION

Monthly Budget Report
Dates: 07-01-2012 - 07-31-2012
Fiscal Year: 2012 - 2012
Fund Summary - Transfers Only

Fund Total From 110-INCIDENTAL	To	110-INCIDENTAL	:	113,200.00-
Fund Total From 232-Title I IASA 11-12	To	232-Title I IASA 11-12	:	747,937.73-
Fund Total From 292-MINI FEDERAL 97-98	To	292-MINI FEDERAL 97-98	:	68,186.99-
District Total From	To		:	929,324.72-