

Memorandum of Understanding

Performance Standard(s)

Report

Agency: MERS/Goodwill

School: Nottingham CAJT High School

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

Performance Standard 1: MERS/Goodwill shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.

Status: MERS/Goodwill staff member and Nottingham CAJT staff meet regularly to discuss the program, learning objectives, and student performance.

Performance Standard 2:

MERS/Goodwill shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, MERS/Goodwill may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with MERS/Goodwill or other appropriate placement upon the student's graduation from the Nottingham CAJT program.

Status: MERS/Goodwill has provided instructional space when necessary, along with daily meals for students and staff. MERS/Goodwill has also offered paid positions upon graduation for students participating in the program.

Performance Standard 3: MERS/Goodwill shall have the right to remove a student from assignment to MERS/Goodwill and will notify Nottingham CAJT High School's representative of the basis of that decision.

Status: MERS/Goodwill maintains communication lines with Nottingham CAJT High School representatives and notifies the school's program coordinator if there are any concerns regarding students or staff.

Submitted by: Brian G. O'Connor

Date: 5/21/12

Reviewed by: _____

Date: _____

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 MERS/Goodwill on this 1st day of July, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between MERS/Goodwill and the St. Louis Public Schools in order to provide school to work transition training for special education students.

- 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 without an SLPS employee present 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) Nottingham CAJT High School shall have total responsibility for planning and determining the adequacy of the educational experience of students in basic skills, attitude, and behavior and will assign to each MERS/Goodwill site only those students whom it deems satisfactory in those areas. Students assigned to MERS/Goodwill worksite will have a work related goal in his/her Individualized Education Plan (IEP).
- (b) Nottingham CAJT High School shall inform its students and faculty that they must abide by the rules and regulations of MERS/Goodwill while performing activities pursuant to this Agreement and they may not enter a location or engage in any activity with MERS/Goodwill not authorized by MERS/Goodwill staff.
- (c) Nottingham CAJT High School will ensure all students participation on work sites will be limited to 90 hours for assessment, with the addition of up to 120 hours for training if that is added to the IEP. Nottingham CAJT High School faculty will be responsible to keep track of the students hours to stay within the 90 hour +120 hour total.
- (d) Nottingham CAJT High School shall designate a member of its faculty to coordinate the programs with designated members of MERS/Goodwill staff. This assignment shall include on-site visits when practical and a continuing exchange of information on the progress of the programs.
- (e) Nottingham CAJT High School shall have the right to withdraw a student from assignment with MERS/Goodwill.
- (f) The Nottingham CAJT High School 'teachers-in-charge' and support staff will provide constant direct supervision for all students performing work with MERS/Goodwill and shall be responsible for arranging immediate emergency care of students in the event of accidental injury or illness. MERS/Goodwill shall not be responsible for costs involved in follow-up care or hospitalization.
- (g) Nottingham CAJT High School shall maintain worker medical/accident insurance for each student worker assigned to MERS/Goodwill. A copy of the policy will be provided to the MERS/Goodwill program representatives.
- (h) Nottingham CAJT High School staff assigned to MERS/Goodwill must have participated in a background check provided by SLPS.

6. Obligations of Agency:

- (a) MERS/Goodwill shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.
- (b) MERS/Goodwill shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, MERS/Goodwill may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with MERS/Goodwill or other appropriate placement upon the student's graduation from the Nottingham CAJT program.
- (c) MERS/Goodwill shall have the right to remove a student from assignment to MERS/Goodwill and will notify Nottingham CAJT High School's representative of the basis of that decision.


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) See 6. Obligations of Agency.

8. Term and Termination: The term of the MOU will be one year from the Effective Date. Either party shall have the right to terminate this MOU without cause with thirty (30) days written notice to the person who has signed as a representative of the parties below.

Saint Louis Public Schools
By: _____
Name: _____
Title: _____

MERS/Goodwill
By: 
Name: Mark Aron
Title: Exec VP



BOARD RESOLUTION

Date: May 31, 2012

Agenda Item : 06-26-12-63

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved:
Memorandum of Understanding

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

Previous Board Resolution # 06-16-11-07

SUBJECT: To approve the renewal of the Memorandum of Understanding (MOU) with Industrial Aid to provide school to work transition training for special education students. This service will be provided through CAJT at Nottingham. The MOU will cover the period July 1, 2012 to June 30, 2013.

BACKGROUND: The program will provide instruction in necessary job skills for sheltered workshop placement upon graduation. Once the student has demonstrated proficiency in necessary skills, the student will be placed in a volunteer/paying position with Industrial Aid or other appropriate placement in the sheltered workshop industry.

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: NO COST		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Nottingham CAJT

Requestor: Brian O'Connor

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

Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Memorandum of Understanding

Performance Standard(s)

Report

Agency: Industrial Aid

School: Nottingham CAJT High School

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

Performance Standard 1: Industrial Aid shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.

Status: Industrial Aid staff member and Nottingham CAJT staff meet regularly to discuss the program, learning objectives, and student performance.

Performance Standard 2:

Industrial Aid shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, Industrial Aid may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with Industrial Aid or other appropriate placement upon the student's graduation from the Nottingham CAJT program.

Status: Industrial Aid has provided instructional space when necessary, along with daily meals for students and staff. Industrial Aid has also offered paid positions upon graduation for students participating in the program.

Performance Standard 3: Industrial Aid shall have the right to remove a student from assignment to Industrial Aid and will notify Nottingham CAJT High School's representative of the basis of that decision.

Status: Industrial Aid maintains communication lines with Nottingham CAJT High School representatives and notifies the school's program coordinator if there are any concerns regarding students or staff.

Submitted by: Brian G. O'Connor

Date: 5/21/12

Reviewed by: _____

Date: _____

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 Industrial Aid on this 1st day of July, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between Industrial Aid and the St. Louis Public Schools in order to provide school to work transition training for special education students.

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 without an SLPS employee present 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) Nottingham CAJT High School shall have total responsibility for planning and determining the adequacy of the educational experience of students in basic skills, attitude, and behavior and will assign to each Industrial Aid site only those students whom it deems satisfactory in those areas.
- (b) Nottingham CAJT High School shall inform its students and faculty that they must abide by the rules and regulations of Industrial Aid while performing activities pursuant to this Agreement and they may not enter a location or engage in any activity with Industrial Aid not authorized by Industrial Aid staff.
- (c) Nottingham CAJT High School shall designate a member of its faculty to coordinate the programs with designated members of Industrial Aid staff. This assignment shall include on-site visits when practical and a continuing exchange of information on the progress of the programs.
- (d) Nottingham CAJT High School shall have the right to withdraw a student from assignment with Industrial Aid.
- (e) The Nottingham CAJT High School 'teachers-in-charge' and support staff will provide constant direct supervision for all students performing work with Industrial Aid and shall be responsible for arranging immediate emergency care of students in the event of accidental injury or illness. Industrial Aid shall not be responsible for costs involved in follow-up care or hospitalization.
- (f) Nottingham CAJT High School shall maintain worker medical/accident insurance for each student worker assigned to Industrial Aid. A copy of the policy will be provided to the Industrial Aid program representatives.
- (g) Nottingham CAJT High School staff assigned to Industrial Aid must have participated in a background check provided by SLPS.

6. Obligations of Agency:

- (a) Industrial Aid shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.
- (b) Industrial Aid shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, Industrial Aid may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with Industrial Aid or other appropriate placement upon the student's graduation from the Nottingham CAJT program.
- (c) Industrial Aid shall have the right to remove a student from assignment to Industrial Aid and will notify Nottingham CAJT High School's representative of the basis of that decision.


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) See 6. Obligations of Agency.

8. Term and Termination: The term of the MOU will be one year from the Effective Date. Either party shall have the right to terminate this MOU without cause with thirty (30) days written notice to the person who has signed as a representative of the parties below.

Saint Louis Public Schools
By: _____
Name: _____
Title: _____

Industrial Aid
By: 
Name: Mike Stroud
Title: Executive Director



BOARD RESOLUTION

Date: May 31, 2012

Agenda Item : 06-26-12-64

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved:
Memorandum of Understanding

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

Previous Board Resolution # 05-05-11-27

SUBJECT: To approve the renewal of the Memorandum of Understanding (MOU) with Bon Appétit to provide school to work transition training for special education students. This service will be provided through CAJT at Nottingham. The MOU will cover the period July 1, 2012 to June 30, 2013.

BACKGROUND: The program will provide instruction in necessary job skills for the food service industry. Once the student has demonstrated proficiency in necessary skills, the student will be placed in a volunteer/paying position with Bon Appétit or other appropriate placement in the food service industry.

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: NO COST		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Nottingham CAJT

Requestor: Brian O'Connor

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

Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Memorandum of Understanding

Performance Standard(s)

Report

Agency: Bon Appétit

School: Nottingham CAJT High School

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

Performance Standard 1: Bon Appétit shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.

Status: Bon Appétit staff member and Nottingham CAJT staff meet regularly to discuss the program, learning objectives, and student performance.

Performance Standard 2:

Bon Appétit shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, Bon Appétit may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with Bon Appétit or other appropriate placement upon the student's graduation from the Nottingham CAJT program.

Status: Bon Appétit has provided instructional space when necessary, along with daily meals for students and staff. Bon Appétit has also offered paid positions upon graduation for students participating in the program.

Performance Standard 3: Bon Appétit shall have the right to remove a student from assignment to Bon Appétit and will notify Nottingham CAJT High School's representative of the basis of that decision.

Status: Bon Appétit maintains communication lines with Nottingham CAJT High School representatives and notifies the school's program coordinator if there are any concerns regarding students or staff.

Submitted by: Brian G. O'Connor

Date: 5/21/12

Reviewed by: _____

Date: _____

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 Bon Appétit on this 1st day of July, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between Bon Appétit and the St. Louis Public Schools in order to provide school to work transition training for special education students.

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 without an SLPS employee present 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

6. Obligations of Agency:

- (a) Bon Appétit shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.
- (b) Bon Appétit shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, Bon Appétit may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with Bon Appétit or other appropriate placement upon the student's graduation from the Nottingham CAJT program.
- (c) Bon Appétit shall have the right to remove a student from assignment to Bon Appétit and will notify Nottingham CAJT High School's representative of the basis of that decision.

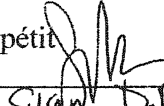
7. Success of this program will be measured using the following Performance Standards:

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) See 6. Obligations of Agency.

8. Term and Termination: The term of the MOU will be one year from the Effective Date. Either party shall have the right to terminate this MOU without cause with thirty (30) days written notice to the person who has signed as a representative of the parties below.

Saint Louis Public Schools
By: _____
Name: _____
Title: _____

Bon Appétit
By: 
Name: Susan DiPaola
Title: Site Controller



BOARD RESOLUTION

Date: May 31, 2012

Agenda Item : 06-26-12-65

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved:
Memorandum of Understanding

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

Previous Board Resolution # 06-16-11-08

SUBJECT: To approve the renewal of the Memorandum of Understanding (MOU) with Compass to provide school to work transition training for special education students. This service will be provided through CAJT at Nottingham. The MOU will be for the period July 1, 2012 to June 30, 2013.

BACKGROUND: The program provides instruction in necessary job skills for the food service industry. Once a student has demonstrated proficiency in necessary skills, the student will be placed in a volunteer/paying position with Compass or other appropriate placement in the food service industry. This partnership has been very beneficial to our students. Compass has consistently met or exceeded the goals of the program. The performance review of the program is attached.

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: NO COST		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Nottingham CAJT

Requestor: Brian O'Connor

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

Blake Youde, Dep. Supt., Institutional Advancement

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Memorandum of Understanding

Performance Standard(s)

Report

Agency: Compass

School: Nottingham CAJT High School

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

Performance Standard 1: Compass shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.

Status: Compass staff member and Nottingham CAJT staff meet regularly to discuss the program, learning objectives, and student performance.

Performance Standard 2:

Compass shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, Compass may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with Compass or other appropriate placement upon the student's graduation from the Nottingham CAJT program.

Status: Compass has provided instructional space when necessary, along with daily meals for students and staff. Compass has also offered paid positions upon graduation for students participating in the program.

Performance Standard 3: Compass shall have the right to remove a student from assignment to Compass and will notify Nottingham CAJT High School's representative of the basis of that decision.

Status: Compass maintains communication lines with Nottingham CAJT High School representatives and notifies the school's program coordinator if there are any concerns regarding students or staff.

Submitted by: Brian G. O'Connor

Date: 5/21/12

Reviewed by: _____

Date: _____

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 Compass USA, Inc. ("Compass") on this 1st day of July, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between Compass and the St. Louis Public Schools in order to provide school to work transition training for special education students.

1. Fundraising: It is understood by Compass that the SLPS does not endorse any fundraising efforts by Compass, whether or not associated with the activities and duties contemplated by this MOU. To the extent that Compass 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 without an SLPS employee present 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 Compass, and the SLPS shall not be liable for such cost under any circumstance. Compass 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: Compass 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, Compass 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. Compass 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) Nottingham CAJT High School shall have total responsibility for planning and determining the adequacy of the educational experience of students in basic skills, attitude, and behavior and will assign to each Compass site only those students whom it deems satisfactory in those areas.
- (b) Nottingham CAJT High School shall inform its students and faculty that they must abide by the rules and regulations of Compass while performing activities pursuant to this Agreement and they may not enter a location or engage in any activity with Compass not authorized by Compass staff.
- (c) Nottingham CAJT High School shall designate a member of its faculty to coordinate the programs with designated members of Compass staff. This assignment shall include on-site visits when practical and a continuing exchange of information on the progress of the programs.
- (d) Nottingham CAJT High School shall have the right to withdraw a student from assignment with Compass.
- (e) The Nottingham CAJT High School 'teachers-in-charge' and support staff will provide constant direct supervision for all students performing work with Compass and shall be responsible for arranging immediate emergency care of students in the event of accidental injury or illness. Compass shall not be responsible for costs involved in follow-up care or hospitalization.
- (f) Nottingham CAJT High School shall maintain worker medical/accident insurance for each student worker assigned to Compass. A copy of the policy will be provided to the Compass program representatives.
- (g) Nottingham CAJT High School staff assigned to Compass must have participated in a background check provided by SLPS.

6. Obligations of Agency:

- (a) Compass shall designate a member of its staff from each site where students are located to be coordinator of the program and function as a supervisor with whom the Nottingham CAJT High School's program coordinator is to communicate for the conduct of the program, which may include the development of objectives, methods of instruction and other details of the experience.
- (b) Compass shall make available to assigned Nottingham CAJT High School students and staff appropriate facilities, equipment, and supplies in order to provide a complete experience. This includes a space for instruction and lunch for each student. Once a student has received sufficient training and gained proficiency in necessary skills and tasks, Compass may, with the consent of Nottingham CAJT High School's program coordinator, place the student in a volunteer/paying position with Compass or other appropriate placement upon the student's graduation from the Nottingham CAJT program.
- (c) Compass shall have the right to remove a student from assignment to Compass and will notify Nottingham CAJT High School's representative of the basis of that decision.

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

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

- (a) See 6. Obligations of Compass.

8. Term and Termination: The term of the MOU will be one year from the Effective Date. Either party shall have the right to terminate this MOU without cause with thirty (30) days written notice to the person who has signed as a representative of the parties below.

Saint Louis Public Schools

By: _____
Name: _____
Title: _____

Compass

By: 
Name: Paul D. Stenhouse
Title: GM



BOARD RESOLUTION

Date: May 29, 2012

Agenda Item : 06-26-12-66

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Althea Albert-Santiago, Director, Food Service

Action to be Approved:
Memorandum of Understanding

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

Previous Board Resolution # 07-07-11-11

SUBJECT: To approve the renewal of the Memorandum of Understanding (MOU) with Gateway Greening to establish food producing gardens on SLPS grounds and to encourage collaborative efforts in support of excellence in school gardening as a part of the Farm-to-School Program and the MOU will be for the period July 1, 2012 through June 30, 2013.

BACKGROUND: Gateway Greening will provide the resources needed to establish a school garden, provide printed curricula and nutrition literature, and will provide a train the trainer class for successful supervision of the school gardens. Gateway greening is providing support to 22-26 school based gardens.

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: Food Services

Requestor: Althea Albert-Santiago

Althea Albert-Santiago, Director, Food Service

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 Gateway Greening (“Agency”) on this 23 day of May, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between Gateway Greening and the St. Louis Public Schools in order to: provide nutrition education in the St. Louis Public Schools and to participate in community health awareness activities.

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 permission to establish school gardens on SLPS property for the use of students tending the garden under supervision of after school providers, interested school personnel, GGI and GGI volunteers. Identification and assistance in coordinating with approved after school providers.
- (b) Assistance in determining appropriate location for the school garden adjacent to available water and sunlight. Agree to provide secure storage area for modest amount of hand tools, hoses and wheelbarrows. Letters of support from school principals acknowledging support for the garden project and statistical information such as percentage of student eligible for free and reduced lunch. Agree to provide records of garden use and produce harvested.
- (c) Assistance in obtaining parental cooperation to fill out surveys associated with consumption of food grown, increased consumption of healthy fresh food at home and increased nutrition literacy due to the garden.
- (d) Grant access to school garden, students, and personnel by approved volunteer groups and non-profit organizations.
- (e) Cooperation in media promotion and recognition of gardening efforts.

6. Obligations of Agency:

- (a) Provision of all material resources needed to establish a school garden as agreed by SLPS, including tools, soil mix, lumber, curricula, seeds and plant materials.
- (b) Provision of printed curricula and nutrition literature tied to garden activities.
- (c) Provision of train the trainer professional development needed for successful supervision of a school garden and dissemination of nutrition information.

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

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

(a) Students and student supervisors have the knowledge, tools, resources, and skills to appropriately build and tend a school garden.

(b) Train the trainer sessions delivered appropriate information on gardening and nutrition.

(c) Children are consuming garden produce and understanding the value garden produce adds to their health as communicated through garden based curriculum

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

Saint Louis Public Schools

Gateway Greening

By: _____

By: Mike Sorth

Name: _____

Name: _____

Title: _____

Title: Executive Director

Performance Standard 3: Children are consuming the produce from the garden and understand the value of their health and wellbeing of eating fresh fruits and vegetables.

Status: The students are currently consuming the produce from the gardens. The students will continue learning the value of the produce and have the opportunity to sample the different produce that is grown in the garden.

Performance Standard 4: _____

Status: _____

Performance Standard 5: _____

Status: _____

Submitted by: Althea Albert-Santiago

Date: May 21, 2012

Memorandum of Understanding
Performance Standard(s)
Report

Agency: Gateway Greening

School: Multiple Schools

From: July 9, 2012 To: June 30, 2012

Performance Standard 1: Students and student supervisors have the knowledge, tools, resources and skills to appropriately build and tend a school garden.

Status: Gateway Greening will continue assisting the After Providers and students to build raise beds and plant vegetable gardens. They will also provide resources to continue to promote the students understanding about gardens.

Performance Standard 2: Trainer-the trainer sessions delivered appropriate information on gardening and nutrition.

Status: The Agency will continue training the after school providers about gardening. They will train them on the importance of gardening and how to teach the students about the benefits of gardens. Gateway Greening will also work with the students and train them on how to develop a garden and the nutritional value of fresh fruits and vegetables.

Reviewed by: _____

Date: _____

Recommendation:

X Continue

Discontinue



BOARD RESOLUTION

Date: May 31, 2012

Agenda Item : 06-26-12-67

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Dr. Nicole Williams, Dep. Supt., Academics

Action to be Approved: Policy Adoption/Change

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

SUBJECT: To approve and adopt the revised Promotion/Retention Policy for the upcoming 2012-2013 school year. There is no cost associated with this adoption. There is no cost associated with this policy revision.

BACKGROUND: The revised policy provides guidelines governing the promotion and retention of students attending schools in the Saint Louis Public School District. It establishes system-wide criteria with clearly defined standards and procedures for promotion and retention.

Accountability Plan Goals: Goal I: Student Performance

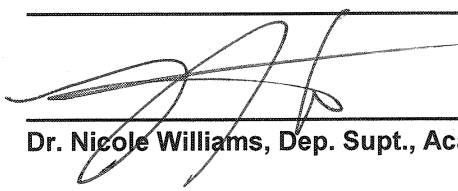
Objective/Strategy:


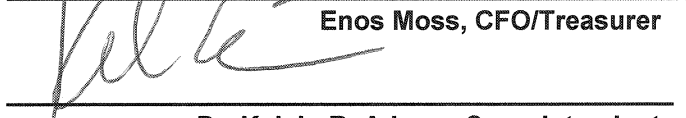
FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type - 2218 Function- 6411 Object Code)

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

Department: Academics

Requestor: Dr. Nicole Williams

 5/21/2012
 Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks, Budget Director

 Enos Moss, CFO/Treasurer

 Dr. Kelvin R. Adams, Superintendent

DRAFT
Promotion and Retention Policy and Regulation 2012-2013

P5123

ST. LOUIS BOARD OF EDUCATION POLICY

STUDENTS

ELEMENTARY, MIDDLE, AND SECONDARY

Progress

Promotion/Retention Standards

The Special Administrative Board of the Transitional School District of the City of St. Louis (The “Board”) is committed to ensuring that all students enrolled in the St. Louis Public School District meet or exceed state standards for promotion annually from grade to grade, as defined by the State of Missouri Department of Elementary and Secondary Education (DESE). Promotion or retention in the elementary and middle grades (K-8) is based on designated criteria established by Board regulations, pursuant to State law. In secondary schools (9-12), grade level classification is determined by units of credits students earn on the path to on-time graduation and college and career readiness. The St. Louis Public School District will implement an educational program that promotes success for all students, including English Language Learners and special needs students.

The SLPS Promotion Policy:

- defines the expectations teachers, administrators, parents, and other adults involved in the lives of students should hold for all students;
- frames the support strategies schools need to implement to ensure students’ success;
- stipulates that promotion decisions are based on multiple measures of academic achievement;
- recognizes that promotion is earned and establishes a system that engages and supports students in rigorous, cognitively challenging work;
- recommends consistent, robust classroom interventions and/or extended learning opportunities for students to meet high standards;
- limits grade retentions;
- requires that students enter the next grade with the knowledge, skills, and dispositions necessary to successfully engage in grade-level work;
- encourages promotion decisions based on a student’s achievement and/or evidence that the student will benefit from the instructional program at the advanced grade level; and
- ensures that all graduates possess the “habits of heart and mind” required for success in postsecondary opportunities and the world of work to become productive, responsible citizens.

Policy adopted: June 26, 1990

Policy adopted: June 26, 1999

Revised: December 07, 1999

Revised: June 4, 2012

ST. LOUIS BOARD OF EDUCATION REGULATION
STUDENTS
ELEMENTARY, MIDDLE, AND SECONDARY
Progress
Promotion/Retention Standards

PURPOSE

The purpose of this regulation is to provide guidelines governing the promotion and retention of students attending schools in the St. Louis Public School District. It establishes system-wide criteria with clearly defined standards and procedures for implementing the policy. The intent is to afford each student with opportunities and support to progress academically and, ultimately, to be prepared to graduate from District high schools ready to pursue postsecondary opportunities and 21st century careers.

STANDARDS FOR PROMOTION

Promotion decisions are based upon multiple criteria (e.g., teacher-made assessments, homework, portfolios, curriculum-embedded assessments, and teacher observation of student performance). Students who do not meet the prerequisite grade-level standards for success at the next grade level in communication arts (reading, writing, listening, and speaking) and mathematics will receive targeted interventions and be required to participate in extended programs (e.g., before, during and/or after school tutorials, Saturday school and/or summer school).

A student's progress towards mastery of the grade-level content standards will be measured by curriculum-embedded assessments, standardized District assessments (e.g., TerraNova, Acuity, End of Course benchmarks), and current grade-level achievement. The student will be promoted if the established grade-level criteria are met or exceeded, as evidenced by the student receiving a passing grade in core subjects.

SLPS GRADING SCALE

90% - 100% A = Excellent or Outstanding
80% - 89% B = Above Average
70% - 79% C = Average
60% - 69% D = Poor/ Below Average
Below 60% F = Failure

ELEMENTARY SCHOOL PROMOTION REQUIREMENTS

KINDERGARTEN: To be promoted to grade 1, a student must meet the following requirements:

- demonstrate mastery of the communication arts (reading, writing, listening, and speaking) standards.
- demonstrate mastery of the mathematics standards.

GRADE 1: To be promoted to grade 2, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing).
- receive a passing grade in mathematics.

GRADE 2: To be promoted to grade 3, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing).
- receive a passing grade in mathematics.

GRADE 3: To be promoted to grade 4, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing).
 - **Retention decisions based on reading proficiency:** Senate Bill 319 requires students in grade 3 who are reading below a second-grade level to receive a “Reading Improvement Plan.” The Reading Improvement Plan must include, at a minimum, 30 hours of additional reading instruction outside of the regular school day during the fourth-grade year. The student may be required to attend summer school as a condition of promotion to the fourth grade.
- receive a passing grade in mathematics.

GRADE 4: To be promoted to grade 5, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing). To pass, students must earn a passing grade on course work and a passing score on a grade-level assessment in reading.
 - **Retention decisions based on reading proficiency:** Senate Bill 319 requires mandatory retention for a fourth-grade student who is reading below the third-grade level after the implementation of a “Reading Improvement Plan.” The Reading Improvement Plan must include, at a minimum, 30 hours of additional reading instruction outside of the regular school day during the fourth-grade year and mandatory summer school that offers a minimum of 40 hours of reading instruction. Retention requirements will be in place for a fourth-grade student who is reading below the third-grade level at the end of summer school.
- receive a passing grade in mathematics.
- receive a passing grade in science or social studies.

GRADE 5: To be promoted to grade 6, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing).
 - **Retention decisions based on reading proficiency:** Senate Bill 319 requires the District to “continually assess students with Reading Improvement Plans” to ensure that students are making progress towards attaining proficiency in reading at the end of 5th-grade.
- receive a passing grade in mathematics.
- receive a passing grade in science.
- receive a passing grade in social studies.

MIDDLE SCHOOL PROMOTION REQUIREMENTS

GRADE 6: To be promoted to grade 7, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing).
 - **Retention decisions based on reading proficiency:** Senate Bill 319 requires the District to “continually assess students with Reading Improvement Plans” to ensure that students are making progress towards attaining proficiency in reading at the end of 6th-grade.
- receive a passing grade in mathematics.
- receive a passing grade in science.
- receive a passing grade in social studies.

GRADE 7: To be promoted to grade 8, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing).
- receive a passing grade in mathematics.
- receive a passing grade in science.
- receive a passing grade in social studies.

GRADE 8: To be promoted to grade 9, a student must meet the following requirements:

- receive a passing grade in communication arts (reading and writing).
- receive a passing grade in mathematics.
- receive a passing grade in science.
- receive a passing grade in social studies.

HIGH SCHOOL PROMOTION GRADUATION REQUIREMENTS

GRADE 9: To be promoted to grade 10, a student must meet the following requirements:

- receive a passing grade in a required English course.
- receive a passing grade in a required mathematics course.
- receive a passing grade in a required science course.
- receive a passing grade in a required social studies course.
- earn the prerequisite number of credits to be classified as a sophomore.

GRADE 10: To be promoted to grade 11, a student must meet the following requirements:

- receive a passing grade in a required English course.
- receive a passing grade in a required mathematics course.
- receive a passing grade in a required science course.
- receive a passing grade in a required social studies course.
- earn the prerequisite number of credits to be classified as a junior.

GRADE 11: To be promoted to grade 12, a student must meet the following requirements:

- receive a passing grade in a required English course.
- receive a passing grade in a required mathematics course.
- receive a passing grade in a required science course.
- receive a passing grade in a required social studies course.
- earn the prerequisite number of credits to be classified as a senior.

GRADE 12: To graduate, a student must earn 24 units of credits in the following core requirements:

- Four (4) units of credit in communication arts
- Three (3) units of credit in mathematics
- Three (3) units of credit in science
- Three units (3) of credit in social studies
- One (1) unit of credit in fine arts
- One (1) unit of credit in practical arts
- One (1) unit of credit in physical education
- One-half (1/2) unit of credit in personal finance

(Note: Personal finance taught by a certificated social studies teacher *may* count as one-half unit of credit of social studies.)

- One-half (1/2) unit of credit in health
- Students must also pass the Missouri and the U.S. Constitution exams.

Note: Students who have completed their required courses prior to the end of their fourth year in high school should be enrolled in elective course established by the individual high schools (including Advanced Placement courses, internships, community service activities, and independent study programs) or in dual enrollment courses in local colleges and universities.

Grade level classification is determined by units of credits students earn on the path to on-time graduation.

1. Classifications:

SLPS High School students must accumulate the appropriate number of credits to be classified as a freshman, sophomore, junior or senior.

The Grade Level Classifications and required number of credits are as follows:

- | | |
|--------------|----------------------------|
| a. Freshman | 0-6 units of credit |
| b. Sophomore | 7 or more units of credit |
| c. Junior | 13 or more units of credit |
| d. Senior | 19 or more units of credit |

2. In order to earn one standard unit of high school credit, a student must earn a passing grade in that course. A standard unit of credit is defined by a course that meets for seven thousand eight hundred thirty (7,830) minutes during a school year. Half-and quarter-units of credit may be earned for courses meeting proportionately fewer minutes.

Note: Schools may establish standards that exceed the minimum requirements established by this regulation.

PROMOTION AND RETENTION DECISIONS (STUDENTS WITH DISABILITIES)

Missouri State Law (Senate Bill 319 and State Statute 162.1100) may exempt students receiving special education services from the promotion/retention requirements in reading. Students with disabilities are protected by the Individuals with Disabilities Education Act (IDEA) and are governed by law.

The following standards will be adhered to for students with disabilities:

- Goals must be aligned with the general core curriculum to enable a student to master the expected competencies to the maximum extent appropriate to their individualized needs and documented on the student's Individualized Education Plan (IEP).
- Consideration will be given on an individual basis to the possible accommodations and modifications that a student needs to demonstrate academic progress.

PROMOTION AND RETENTION DECISIONS (ENGLISH LANGUAGE LEARNERS)

Missouri State Law (Senate Bill 319 and State Statute 162.1100) may exempt ELLs from the promotion/retention requirements. It is essential for the success of ELLs that instruction in all of the curricular areas be aligned with the student's level of English proficiency and supported by the necessary and required additional and appropriate services.

- Mastery in listening, speaking, reading, and writing, as well as other core curricular areas will be measured through curriculum-embedded assessments and annual measurable benchmark gains.
- ELLs who are initially assessed at the beginning levels of English proficiency will not be considered candidates for retention during the first three years of enrollment in English language programs. However, these students will be expected to meet established World-Class Instructional Design and Assessment (WIDA) English Language Proficiency (ELP) standards.
- ELLs who are assessed at the intermediate and advanced levels of English proficiency may be considered for retention when it is determined that the students have not met the achievement standards established for English-only students and the ELP prerequisite standards appropriate for the proficiency level and grade level.
- ELLs who are at/or above the advanced level and are fluent in English may be considered for retention when it is determined that the students have not met the achievement standards for their grade levels.

OVERALL PROMOTION AND RETENTION REQUIREMENTS GRADES 1-8.

1. In kindergarten through eighth grade, retention shall be considered only when it is in the best interest of the student based on the assessed needs, specifically in reading and/or math. Prior to a retention decision, strategic interventions will be implemented to address the areas of deficiency. Students will be required to participate in identified interventions for promotion. Retention will be considered only after ongoing, sustained, and intensive intervention efforts have been unsuccessful.
2. Each school site will be responsible for implementing strategic interventions and the maintenance of records (e.g., Individual Academic Plan) of systematic classroom and support interventions for students not making progress toward mastery of content standards. Prescribed interventions will be designed to address lack of growth toward attainment of prerequisite content standards with documentation on the Individual Academic Plan (IAP) starting at kindergarten.
3. Retention recommendations will be made by the teacher and principal after a careful and systematic review of documentation of interventions administered over time that addressed the student's communication arts (reading and writing) and/or math deficiencies. Parents have the right to request an administrative review to appeal the final decision.

PROCEDURES FOR POTENTIAL RETENTION CANDIDATES GRADES 3-8

The following procedures are to be followed for a student in grades 3-8 who has been identified as at-risk of being retained for not meeting subject or grade level standards, specifically in communication arts (reading and writing):

- a. At the beginning of the school year, the Office of Accountability and Assessment will provide a summary report for students in grades 3-8, identifying any “at-risk” student who is performing one or more grade levels below the student's grade level in reading.
- b. The principal and referring/grade level content teacher will collaborate to develop appropriate interventions to address the student’s identified deficiencies. An individualized “Reading Improvement Plan,” encompassed in the IAP, shall be implemented. Additionally, a variety of options will be considered to address areas of deficiency:
 - analyzing and modifying current instructional strategies or materials;
 - providing access to additional instructional time (before, during, after school or Saturdays);
 - providing tutoring (before, during, after school or Saturdays);
 - adjusting the schedule to meet the needs of the students;
 - modifying the students’ classroom assignments;
 - referring students to other support services (e.g. social service, health-related services); and/or
 - collaborating and problem-solving with other individuals who may have an impact on the student’s achievement.
- c. The St. Louis Public School District's Retention Checklist will be implemented for each identified student.
- d. At the conclusion of the school year’s first semester, each school will provide the superintendent/designee with a list of those students previously identified who continue to read more than one grade level below their current grade placement level.
- e. The assigned Central Office personnel will work collaboratively in the determination of additional interventions/efforts to be implemented for the designated students.
- f. The scheduled interventions and monitoring will be implemented for the identified students.
- g. At the end of each school term, the principal shall send the superintendent/designee a summary report of retained students, including information regarding their deficiencies, attendance, recommendations, and other information deemed relevant by the superintendent/designee.
- h. Any student who is retained or remains at-risk, even though they were promoted, will be provided with additional safety-net supports, including tutoring and Response to Intervention (RtI) strategies.

MONITORING STUDENT PROGRESS ANNUALLY TOWARD PROMOTION

Each school will have the responsibility for providing ongoing, data-driven reviews of student progress and performance. Academic feedback and planning for individual student success is the shared responsibility of students, parents, teachers, administrators, and other school site staff. Monitoring student progress towards achievement of state standards is the responsibility of the principal and school staff.

RESPONSIBILITY AND ACCOUNTABILITY

Every teacher, administrator, parent and other adult staff member in the school community shares in the collective responsibility to ensure that students achieve success in SLPS.

- **Central Office personnel are responsible** for working with principals and teachers, providing high-quality professional development, technical assistance, and support to ensure that schools have the resources to improve student learning outcomes.
- **Schools are responsible** for ensuring that students have a safe, high-quality, supportive learning environment with a highly qualified teacher where every student has the opportunity to maximize their potential.
- **Parents are responsible** for ensuring their children attend school daily, arrive on time, and are ready to learn.
- **Students are responsible** for coming to school and class on time every day prepared to work. Students will be encouraged to attain at least 90% attendance.

PARENT NOTIFICATION REQUIREMENTS

Board policy requires parent notification and involvement in the implementation of:

- prescribed interventions; and/or
- retention; and/or
- grade/course acceleration decisions.

The support and approval of parents/guardians are important factors contributing to a student's success. Parents should be notified of the student's lack of progress and the decision not to promote their child. Parents will be advised in the early part of the school year, but not later than the Fall parent-teacher conference, that the student's performance in core content areas is falling below standards (refer to the SLPS grading scale). Early notification to parents will provide the opportunity to review student work, discuss support strategies and interventions, establish benchmarks for improvement, and clarify responsibilities in moving the student towards successful completion of grade-level requirements toward promotion. Schools are responsible for maintaining records of ongoing communication with parents (i.e., phone calls, report cards, parent-teacher conferences, assessment of the student's work, and instructional interventions and progress). The spring parent-teacher conference offers an additional opportunity to discuss student progress toward achieving promotion at the end of the school year.

Decisions regarding promotion and retention will be made with the appropriate staff input and parent consultation. Parents have the right to appeal the decision to promote or retain a child. Parents must submit a written appeal to the principal within 10 days after the formal decision is made to retain or promote the child. All promotion or retention decisions on appeal will be reviewed by the District Superintendent or designee; the final decision on the appeal will be made by the District Superintendent or designee.

Regulation approved: June 26, 1990

Revised: December 7, 1999

Revised: July 24, 2001

Revised: June 4, 2012

P5123

CURRENT

ST. LOUIS BOARD OF EDUCATION POLICY

STUDENTS
 ELEMENTARY, MIDDLE AND SECONDARY
 Progress
 Promotion/Retention

The Board of Education believes that an orderly, sequential pattern of learning experiences for all students should be available at all grade levels. Promotion or retention in the elementary and middle grades (K-8) is based on designated criteria as established by board regulations. In secondary schools (9-12) grade level classification is determined by units of credits earned; therefore, no promotion or retention occurs on the secondary level.

Policy adopted: June 26, 1990

Revised: December 07, 1999

R5123

ST. LOUIS BOARD OF EDUCATION REGULATION
 STUDENTS
 ELEMENTARY, MIDDLE AND SECONDARY
 Progress
 Promotion/Retention

General Procedure

With the advice of appropriate staff, the principal shall have primary responsibility for the classification, promotion, and retention of students. Each student shall be placed at a level where optimum educational growth and development can occur as determined by:

1. A review of teacher recommendations and pupil records, which assess chronological age, levels of maturation, social development, and intellectual potential.
2. Achievement measures which include the results of standardized tests, state mandated tests, and other tests as required by the St. Louis Board of Education.
3. Administrative judgement and discretion when the necessary records are not available.

When a student is to be retained, the principal and the appropriate staff as needed, should confer with the student's parent, guardian or legal representative in order to explain the reason(s) for the retention. This conference should occur in a timely fashion during the school year in which the retention is to occur.

Additional Procedure for Grades Three through Six

1. Unless it has been determined during a student's third grade year that a student is reading at or above

grade level, the student will be required to complete a reading assessment within 45 days of the end of the third grade year.

This provision does not apply: (a) to students receiving special education services whose service plan includes an element addressing reading, or (b) to students determined to have limited English proficiency or (c) to students who have been determined, prior to the beginning of the school year, to have a cognitive ability insufficient to meet the reading requirement of this Regulation. If, however, a student is exempt because of insufficient cognitive ability, a reading improvement plan for such student will be developed.

2. Beginning with the school year 2002-03, for each student whose third grade reading assessment determines that such student is reading below the second grade level, a reading improvement plan for the student's 4th grade year will be designed. The plan will include at least 30 hours of additional reading instruction or practice outside the regular school day during the 4th grade year. The principal of the school where a student attends may also require the student to attend summer school for reading instruction as a condition of promotion to the 4th grade.

3. Each student for whom a reading improvement plan has been designed will be required to complete another reading assessment to be administered within 45 days of the end of the student's 4th grade year. If the student is determined to be reading below the 3rd grade level, the student shall be required to attend summer school to receive reading instruction.

4. At the end of the summer school instruction, the student will be administered another reading assessment. If the student is determined to be reading below the 3rd grade level, the student's parents or guardians will be notified and the student shall not be promoted to the 5th grade. No student shall be denied promotion more than once, solely for the inability to meet the reading standard.

5. This process will be repeated as necessary through the end of the 6th grade, with the target grade levels rising accordingly. Mandatory retention of a student, however, will not apply to grades subsequent to 4th grade.

6. The mandatory process of additional reading instruction will cease at the end of 6th grade. The permanent record of students who are determined to be reading below the 5th grade level at the end of 6th grade must carry a notation advising that the student has not met minimal reading standards. The notation must stay on the student's record until such time as it is determined that a student has met the minimal reading standards.

7. The same assessment and remediation process will also be required for students who enter the District in 4th, 5th or 6th grade, unless the student has been determined to be reading at grade level or above.

Regulation approved: June 26, 1990

Revised: December 07, 1999

Revised: July 24, 2001

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[[Article 6](#)] [[Article 7](#)] [[Article 8](#)] [[Article 9](#)] [[Updates](#)]



BOARD RESOLUTION

Date: May 30, 2012

Agenda Item : 06-26-12-68

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Sharonica Hardin, Chief Human Resource Officer

Action to be Approved: Policy Adoption/Change

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

SUBJECT: To approve the amendment of District Policy 4251, Personnel Records to reflect recent changes and requirements in Missouri law. These policy changes shall be effective immediately upon SAB approval.

BACKGROUND: The policy revisions have been reviewed by District legal counsel. The Administration is confident that the revised policies will keep the District in compliance with Missouri law.

Accountability Plan Goals: Goal V: Governance

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

Department: Human Resources

Requestor:

Sharonica Hardin, Chief Human Resource Officer

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

**SPECIAL ADMINISTRATIVE BOARD OF THE
TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS
EMPLOYEE AND LABOR RELATIONS**

Personnel Records and Information
Personnel Records

Policy #4251

St. Louis Public Schools (the "District") respects the rights and dignity of each employee by conducting its business in such a way that the rights and privacy of all its employees are protected within legal limitations.

While the Board retains its authority and privileges as an employer, the Superintendent of Schools or his/her designee shall facilitate the flow of information about personnel entering, working in, or leaving the system.

Since employee performance and organizational communication are closely related, the Board delegates to the Superintendent of Schools or his/her designee the authority to disseminate and retrieve employee information necessary to assist in making modifications required to achieve system goals.

Information about staff is required for the daily administration of the District, for implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting board, state (Section 168.128, RSMo. Supp. 1984), and federal educational reporting requirements. To these ends, the Board authorizes and directs the Superintendent to develop and implement a comprehensive and efficient system of personnel records maintenance and control under the guidelines which follow.

1. A personnel file will be accurately maintained in the central administrative office for each present and former employee. These files will contain applications for employment; references; and records relative to compensation, payroll deductions, evaluations, and such other matters as may be considered pertinent to the purposes of this policy as cited above. File content for former employees shall be consistent with the state's record retention guidelines.
2. The Superintendent will be the records manager for personnel files and will have the overall responsibility for maintaining and preserving the confidentiality of the files. The Superintendent may, however, designate the Human Resource Officer to perform the duties of records management on the understanding that this official shall be held responsible for granting or denying access to records on the basis of these guidelines.
3. All personnel records will be considered confidential and not open to public inspection, and access to files will be limited to school officials authorized by the Superintendent to use the files for purposes of this regulation as cited above. No other persons or agencies may have access to information in an employee's file unless the employee has given written consent for the release of specific information to a specific person or agency, when such information is subpoenaed or

ordered for release by a court of law or is otherwise required by law.

4. Outside agencies, school districts and other potential employers of former District employees, including certificated and non-certificated employees, will not be provided any personnel records or personnel information regarding a former employee, except the dates of the former employee's employment, locations of employment and the positions held, unless directed to provide additional information pursuant to subpoena, court order or statutory regulations.

5. The District will provide to parents upon their request the following information regarding the professional qualifications of the classroom teachers or paraprofessionals providing services to the parent's child:

a. Whether the teacher or paraprofessional has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction;

b. Whether the teacher or paraprofessional is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and

c. The baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree.

6. Lists of names and home addresses of District employees may be released routinely to governmental agencies as required for official reports, representative bargaining units and others when deemed appropriate by the superintendent of schools.

7. An employee may have access to his own personnel file at all reasonable times (i.e., during regular office hours), but with the exception that access will not be granted to references provided to the District on a confidential basis before employment. The right of access includes the right to make written objections to any information contained in the file. Any written objection must be signed by the staff member, and will become part of the staff member's file.

8. No complaint, allegation, suggestion or evaluation may be placed in the personnel file unless it meets the following requirements:

a. Material relating to an employee's conduct, service, character or personality shall not be placed in the employee's personnel file unless the teacher is given the opportunity to acknowledge that he/she has read such material by affixing his/her signature on the actual copy filed, with the understanding that such signature merely signifies that he/she has read the material. However, if an employee does not avail himself/herself of the opportunity of reading such material within 30 days after being informed of its existence, it may then be placed in the employee's personnel file.

b. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Action by the Board in relation to the retention, promotion, or recommendation for dismissal of an employee will be based on material and

information contained in that employee's personnel file. The Board condemns any practice of maintaining so-called "secret" files on employees. Information in an employee's personnel file is reviewable by that employee as described above. The Board may consider and use any information about an employee provided that the employee has been given the opportunity to respond to any documents in their personnel file. This may be shown by the employee's signature affixed to a document or by any other means indicating that the employee was provided with an opportunity to respond to said information. Affixing his/her signature in this regard is not an admission of guilt or concurrence with the contents of the document.

References

Legal: Section 168.128, RSMo. Supp. 1984
No Child Left Behind Act of 2001, 20 U.S.C. §6311
Section 160.085, RSMo. 2011 (Amy Hestir Student Protection Act)

Policy approved: June 26, 1990

Policy revised: June 26, 2012

DRAFT


ST. LOUIS BOARD OF EDUCATION REGULATION

PERSONNEL

EMPLOYMENT

Personnel Records and Information

Personnel Records

Information about staff is required for the daily administration of the school district, for implementing salary and other personnel policies, for budget and financial planning, for responding to appropriate inquiries about employees, and for meeting board, state (Section 168.128, RSMo. Supp. 1984), and federal educational reporting requirements. To these ends, the board authorizes and directs the superintendent of schools to develop and implement a comprehensive and efficient system of personnel records maintenance and control under the guidelines which follow.

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2. The superintendent of schools will be the records manager for personnel files and will have the overall responsibility for maintaining and preserving the confidentiality of the files. The superintendent of schools may, however, designate the Human Resource Officer to perform the duties of records management on the understanding that this official shall be held responsible for granting or denying access to records on the basis of these guidelines.
3. All personnel records will be considered confidential and not open to public inspection, and access to files will be limited to school officials authorized by the superintendent of schools to use the files for purposes of this regulation as cited above. No other persons or agencies may have access to information in an employee's file unless the employee has given written consent for the release of specific information to a specific person or agency, when such information is subpoenaed or ordered for release by a court of law or is otherwise required by law. The district will provide

to parents upon their request the following information regarding the professional qualifications of the classroom teachers or paraprofessionals providing services to the parent's child:

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 - b. Whether the teacher or paraprofessional is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
 - c. the baccalaureate degree major of the teacher and any other graduate certification or degree held by the teacher, and the field of discipline of the certification or degree.
4. Lists of names and home addresses of district employees may be released routinely to governmental agencies as required for official reports, representative bargaining units and others when deemed appropriate by the superintendent of schools.
 5. An employee may have access to his own personnel file at all reasonable times (i.e., during regular school office hours) but with the exception that access will not be granted to references provided to the district on a confidential basis before employment. The right of access includes the right to make written objections to any information contained in the file. Any written objection must be signed by the staff member, and will become part of the staff member's file.
 6. No complaint, allegation, suggestion or evaluation may be placed in the personnel file unless it meets the following requirements:
 - a. Material relating to an employee's conduct, service, character or personality shall not be placed in the employee's personnel file unless the teacher is given the opportunity to acknowledge that he has read such material by affixing his signature on the actual copy filed, with the understanding that such signature merely signifies that he had read the material. However, if an employee does not avail himself of the opportunity of reading such material within 30

days after being informed of its existence, it may then be placed in the employee's personnel file.

- b. The employee shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Action by the board in relation to the retention, promotion, or recommendation for dismissal of an employee will, in the main, be based only on material and information contained in that employee's personnel file. The board condemns any possible practice of maintaining so-called "secret" files on employees. All personnel information at any location is reviewable by the employee as described above. The board may consider and use any information about the employee provided that the employee has been previously given the opportunity to acknowledge that he/she has read such material. This may be shown by the employee's signature affixed to the document or by other evidence indicating that the employee was provided an opportunity to read the material. Affixing his/her signature in this regard is not an admission of guilt or concurrence with the contents of the document.

References

Legal: Section 168.128, RSMo. Supp. 1984
No Child Left Behind Act of 2001, 20 U.S.C. §6311

Regulation approved: June 26, 1990

Revised: December 8, 1998

Revised: September 10, 2002



BOARD RESOLUTION

Date: May 30, 2012

Agenda Item : 0626-12-69

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Sharonica Hardin, Chief Human Resource Officer

Action to be Approved: Policy Adoption/Change

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

SUBJECT: To approve the amendment of District Policy 4843, Sexual Harassment to reflect recent changes and requirements in Missouri law. These policy changes shall be effective immediately upon SAB approval.

BACKGROUND: The policy revisions have been reviewed by District legal counsel. The Administration is confident that the revised policies will keep the District in compliance with Missouri law.

Accountability Plan Goals: Goal V: Governance

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

Department: Human Resources

Requestor:

Sharonica Hardin, Chief Human Resource Officer

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

**SPECIAL ADMINISTRATIVE BOARD OF THE
TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS
EMPLOYEE AND LABOR RELATIONS**

Sexual Harassment

Policy # 4843

Employees

The Board of Education is committed to maintaining a work environment for employees and students that is free from all forms of discrimination, including sexual harassment. In addition, it is the published policy of the Board of Education that no employee and/or student in the St. Louis City Public School District shall, on the basis of sex or as a result of sexual harassment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity.

SEXUAL HARASSMENT DEFINED:

In Employment Context (Title VII):

Sexual harassment in the employment context includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term of condition of an individual's employment; or
- Submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment; or
- Qualified employees are denied employment opportunities or benefits because the opportunities or benefits are given to another employee who submitted to an employer's sexual advances or requests for sexual favors.

In Education Context (Title IX students and/or employees)

Title IX forbids discrimination based on sex (including sexual harassment) in any educational program or activity that receives federal funds. The U.S. Department of Education Office for Civil Rights defines sexual harassment as: "Verbal or physical conduct of a sexual nature, imposed on the basis of sex, by an employee or agent of a recipient that denies, limits, provides different, or conditions the provision of aid, benefits, services or treatment protected under Title IX."

The definition of sexual harassment under Title IX includes, but is not limited to, unwelcome sexual advance, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either implicitly or explicitly a term of condition of an individual's academic status or progress, or employment; or
- Submission to or rejection of such conduct by an individual is the basis for educational or employment decisions affecting that individual;

- Such conduct creates an intimidating, hostile, or offensive educational or work environment; or
- Qualified students or employees are denied educational or employment opportunities or benefits because the opportunities or benefits are given to another student or employee who submitted to sexual advances or requests for sexual favors.

Sexual harassment of students by school employees is prohibited regardless of whether the employee's conduct is "welcome" or otherwise invited. For purposes of this policy and regulation only, the prohibition includes all full-time, part-time, substitutes, and other employees, including all volunteers and any non-employee who visits school premises and/or school activities, including off-campus school sponsored activities.

NON-EXCLUSIVE EXAMPLES OF SEXUAL HARASSMENT

Sexual Advances

Unwelcome sexual advances are determined on a case-by-case basis and may include, but are not limited to, the following:

- Any invitation or propositioning intended to result in sexual liaison, regardless of how subtle the invitation; or
- Invitations to social non-work related activities, if refusal to participate results in the loss of employment opportunities or adverse employment actions; or

Verbal Conduct of a Sexual Nature

Includes, but not limited to, the following:

- Sexually provocative or explicit speech; or
- Publicly expressed sexual fantasies; or
- Jokes of a sexual or crude nature; or
- Derogatory comments regarding either gender as a class; or
- Demeaning comments; or
- Threats of consequences for failing to submit to sexual advances; or
- Sexually explicit writings or other sexual depictions.

Physical Conduct of a Sexual Nature

Includes, but not limited to, the following:

- Unwarranted or unwelcome touching, kissing, etc.; or
- Sexually offensive pranks; or
- Sexually explicit cartoons, graffiti, or other sexual depictions; or
- Sexually suggestive gestures; or

Sexual harassment of Students

In addition to the examples set forth above, the unique circumstances of students may result in harassment of students that is not immediately recognized as sexual harassment in an adult only context, but nonetheless requires a response from the District.

Conduct Towards Students of a Sexual Nature

Includes, but not limited to, the following:

- Unwelcome sexual behavior, such as touching, sexually explicit or implicit comments, sexually based rumors, pictures, pranks, jokes, physically cornering/blocking another's movements, public displays of affection; or

- Subjecting students in a predominately single-gender classroom setting to sexual or sex based remarks/comments by peers and/or employees; or
- Interfering with a student's educational opportunity in a predominately or historically single-gender academic environment by preventing the student from accessing tools/equipment, basing performance evaluation on gender; hiding equipment, or suggesting a student does not belong in the academic setting due his/her gender.
- Limiting or denying access to education opportunities based on gender.

SCOPE OF SEXUAL HARASSMENT

Sexual harassment is not limited to conduct by males toward females and can occur between any of the following:

- Student on student
- Staff on student
- Staff on staff
- Male on male
- Female on female
- Male on female
- Female on male
- Student on staff

INVESTIGATION OF SEXUAL HARASSMENT COMPLAINTS

Employee Complaints

1. There shall be no retaliation against or adverse treatment of any employee/student who utilizes the procedures set forth herein to file a complaint or grievance when such complaint/grievance is based on the individual's good faith belief that an individual has been subjected to sexual harassment. Any employee/student who engages in any retaliatory action against a complainant shall be subject to disciplinary action, including dismissal or expulsion.
2. If an employee believes that he or she has been sexually harassed, or if an employee believes that a fellow employee or student is being subjected to sexual harassment, the employee must report this information to their immediate supervisor or building level administrator
3. If the employee believes that reporting such information to their immediate supervisor or building level administrator is inappropriate, the situation is not satisfactorily resolved by the supervisor/administrator, or if the employee is merely uncomfortable reporting to their supervisor/administrator, the employee should contact the District's Title IX Coordinator at the following location:
 St. Louis City Public Schools
 801 N. 11th St., St. Louis, MO 63101
 Sharonica Hardin, Title IX Coordinator
 (314) 345-4483
4. If the employee's supervisor or the Title IX coordinator is of the opposite sex as the reporting employee, or the reporting employee prefers to report the matter to another supervisor/administrator within the District, the employee shall have to right to so report.

However, the report must be made to a district employee who possesses the necessary authority and obligation to act upon the employee's concern.

5. Any district employee, who receives any report (oral or written) of harassment/discrimination, must notify the Title IX compliance officer within twenty-four (24) hours or within a reasonable time thereafter with good cause for the delay.
6. All complaints of harassment shall be in writing by the employee making the complaint or by the individual who receives the complaint. The employee making the complaint should sign the complaint, but a refusal to sign the complaint will not relieve the District of the obligation to investigate.
7. To the extent possible without compromising the integrity of the investigation, the District will maintain the confidentiality of the complaint and the details of the investigation.
8. Upon the filing of a report, the Title IX officer shall immediately conduct a full investigation of the complaint, or the Title IX officer may assign the matter to an investigator for a prompt and full investigation of the complaint. The complaint shall be investigated in a timely manner; however, the length and breadth of the investigation shall depend on the circumstances of the complaint. In any event, the School District will commence the investigation no later than forty-eight (48) hours after receipt of a complaint.
9. Upon completion of the investigation, the findings of the investigator shall be reduced to writing and forwarded to the Title IX compliance officer.
10. If the investigation substantiates the complaint, the District will take appropriate disciplinary or remedial action against the offender(s), up to and including termination of employment. If the offender is a student, disciplinary action shall be taken in accordance with state and federal law and the published District student discipline policies, and may result in expulsion. If the offender is not an employee of the District, the District will take all appropriate action within the scope of its legal authority to eliminate and redress the harassment.
11. If the investigation is indeterminate, the matter will be designated as unresolved, and the Title IX compliance officer will maintain the investigation file separately and apart from any student or personnel file. In the event of an indeterminate finding, the District may still take appropriate remedial actions to minimize the possibility of future complaints.

ENFORCEMENT OF SEXUAL HARASSMENT POLICY

Employees

Each supervisor, site-manager, and/or administrator employed by the District is responsible for maintaining an educational and work environment free from discrimination based on sex, or sexual harassment. It is the policy of the District that each supervisor, site-manager, and/or administrator, shall take immediate and appropriate actions to enforce the District's sexual harassment policies and regulations, including but not limited to the following:

1. The Division of Human Resources shall provide a copy of the District's sexual harassment policy and regulations to all new employees of the District prior to the employee's commencement of duties.
2. Each supervisor, manager, and/or administrator shall, no later than the end of the first full calendar week of the academic year, and on an as needed basis thereafter, provide in-service training on sexual harassment to all employee under his/her charge that shall include instruction to all employees of the procedures for reporting suspected incidents of sexual harassment in the educational setting.
3. Each supervisor, manager, and/or administrator shall take prompt action to investigate all complaints of a sexual nature.
4. The supervisor, manger, and/or administrator shall take appropriate disciplinary action, as necessary and required by state and federal law.
5. Failure of any employee with supervisory or administrative duties to implement these responsibilities in an appropriate and satisfactory manner is cause for disciplinary action, up to and including termination from employment with the District.

Students

Each building level administrator or other District employee with student supervision responsibilities is responsible for maintaining an educational and work environment free from sexual harassment. It is the policy of the District that each building level administrator or other District employee with student supervision responsibilities, shall take immediate and appropriate actions to enforce the District's sexual harassment policies and regulations, including but not limited to the following:

1. The building level administrator shall provide an in-service regarding sexual harassment (including sexual harassment involving students) to all staff no later than the end of the first full calendar week of the academic year.
2. Provide sexual harassment instruction to all students in grades kindergarten through twelve, no later then the end of the first full calendar month of the academic year.
3. Removal of all vulgar or sexually offensive graffiti from the building.
4. All homeroom teachers shall discuss the District's sexual harassment policy and regulations with their students no later than the end of the first full calendar week of the academic year. As a part of these discussions, written copies of the District's sexual harassment policy shall be given to each student in grades six through twelve. These discussions shall be conducted in an age appropriate manner with the purpose of informing students that they need not tolerate any form of sexual harassment.
5. All teachers, counselors, and administrators shall provide appropriate instruction on the procedures for reporting incidents of sexual harassment within the educational setting on as needed basis.
6. The building level administrator shall take prompt action to investigate all complaints of sexual harassment.
7. The building level shall take appropriate disciplinary action, to remedy and prevent future occurrences.

8. Any failure to implement these responsibilities appropriately and satisfactorily shall be cause for disciplinary action up to and including termination of employment.

NOTIFICATIONS OF SEXUAL HARASSMENT POLICY

The District's Title IX Compliance Officer shall be available to answer all questions regarding the District's sexual harassment policy or its application.

In addition, a copy of the District's sexual harassment policy, or an explanation of the nature of sexual harassment and the District's complaint-resolution process shall:

1. Be displayed in a prominent location at each work site within the District.
2. Be provided to every current and new employee prior to commencement of work duties.
3. Be included in any District publication that sets forth the District's comprehensive rules, regulations, procedures, and standards of conduct for District employees.
4. Be included in any District publication that sets forth the District's comprehensive rules, regulations, procedures, and standards of conduct for students.
5. Be included in District notifications provided/distributed to parents/guardians at the beginning of each academic year.
6. Be prominently displayed in a location near the most senior building level administrator's office.
7. Be included in any orientation program conducted for new or returning students in grades six through twelve.
8. Identify the name, work place location, and phone number of the District's Title IX Compliance Officer.

DISCIPLINE/CONSEQUENCES

Employee Complaints of Sexual Harassment

1. Any employee who sexually harasses anyone while on school property or during the course of employment off school property, shall be subject to disciplinary action, up to and including termination from employment.
2. Any student who permits or engages in the sexual harassment of a student shall be subject to disciplinary action, up to and including termination from employment.
3. Any employee who receives a student complaint of sexual harassment and who fails to immediately forward the complaint to the Title IX Coordinator shall be subject to disciplinary action, up to and including termination from employment.
4. Any employee who retaliates, or engages in conduct that might be interpreted as retaliation, towards any person who makes a complaint of sexual harassment, or participates in an investigation of a sexual harassment complaint, shall be subject to disciplinary action, up to and including termination from employment.
5. Any non-employee doing business with the District or a non-employee who is otherwise authorized to be on school property, who engages in sexual harassment, or who retaliates against any person who has made a complaint of sexual harassment, or who has participated in the investigation of a complaint of sexual harassment, will be subject to

discipline to the fullest extent of the District's authority over the non-employee and his/her employer. Such persons may be subject to a ban from reentry upon District property or attendance at school events whether on or off school property.

6. Any employee that files a false charge of sexual harassment shall receive appropriate discipline, up to and including termination from employment. For purposes of this policy, "false charge" shall not include complaints raised in good faith, but after investigation remain unsubstantiated by the District. A "false charge" is a complaint filed by an individual with knowledge of the complaint's falsity.

Students Complaints of Sexual Harassment

1. Any student who engages in sexual harassment while on school property, or while participating in school activities (including school provided transportation), shall be subject to disciplinary action, up to and including expulsion.
2. Any employee who permits or engages in the sexual harassment of a student shall be subject to disciplinary action, up to and including termination from employment.
3. Any employee who receives a complaint of sexual harassment involving a student who does not immediately forward the complaint to the principal and the District's Title IX Coordinator, shall be subject to disciplinary action, up to and including termination from employment.
4. Any student who files a false charge of sexual harassment shall receive appropriate discipline, up to and including expulsion. For purposes of this policy, "false charge" shall not include complaints raised in good faith, but after investigation remain unsubstantiated by the District. For purposes of this policy, a "false charge" is a complaint filed by an individual with knowledge of the complaint's falsity.

Policy adopted: September 12, 1989

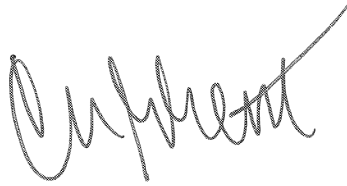
Revised: February 13, 1996

Revised: December 8, 1998

Revised: September 10, 2002

Revised: November 19, 2009

Legal Refs: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.
Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681
Equal Educational Opportunities Act of 1973, 20 U.S.C. §§ 1701 et seq.
Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794
Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 – 1487
Missouri Special Education Services, §§ 162.670 - 162.999, RSMo.
Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq.
Americans with Disabilities Act, 42 U.S.C. §§ 12101 - 12213
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.
Missouri Human Rights Act, §§ 213.010 et seq., RSMo.
Female Employees' Wages, §§ 290.400 - .450, RSMo.
St. Louis, Missouri City Ordinance No.: 67119



P4843

**ST. LOUIS BOARD OF EDUCATION REGULATION
PERSONNEL**

EMPLOYEE AND LABOR RELATIONS

SEXUAL HARASSMENT

Employees

The Board of Education is committed to maintaining a work environment for employees and students that is free from all forms of discrimination, including sexual harassment. In addition, it is the published policy of the Board of Education that no employee and/or student in the St. Louis City Public School District shall, on the basis of sex or as a result of sexual harassment, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity.

SEXUAL HARASSMENT DEFINED:

In Employment Context (Title VII):

Sexual harassment in the employment context includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and verbal or physical conduct of sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term of condition of an individual's employment; or
- Submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment; or
- Qualified employees are denied employment opportunities or benefits because the opportunities or benefits are given to another employee who submitted to an employer's sexual advances or requests for sexual favors.

In Education Context (Title IX students and/or employees)

Title IX forbids discrimination based on sex (including sexual harassment) in any educational program or activity that receives federal funds. The U.S. Department of Education Office for Civil Rights defines sexual harassment as: "Verbal or physical conduct of a sexual nature, imposed on the basis of sex, by an employee or agent of a recipient that denies, limits, provides different, or conditions the provision of aid, benefits, services or treatment protected under Title IX."

The definition of sexual harassment under Title IX includes, but is not limited to, unwelcome sexual advance, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either implicitly or explicitly a term of condition of an individual's academic status or progress, or employment; or
- Submission to or rejection of such conduct by an individual is the basis for educational or employment decisions affecting that individual;

- Such conduct creates an intimidating, hostile, or offensive educational or work environment; or
- Qualified students or employees are denied educational or employment opportunities or benefits because the opportunities or benefits are given to another student or employee who submitted to sexual advances or requests for sexual favors.

Sexual harassment of students by school employees is prohibited regardless of whether the employee's conduct is "welcome" or otherwise invited. For purposes of this policy and regulation only, the prohibition includes all full-time, part-time, substitutes, and other employees, including all volunteers and any non-employee who visits school premises and/or school activities, including off-campus school sponsored activities.

NON-EXCLUSIVE EXAMPLES OF SEXUAL HARASSMENT

Sexual Advances

Unwelcome sexual advances are determined on a case-by-case basis and may include, but are not limited to, the following:

- Any invitation or propositioning intended to result in sexual liaison, regardless of how subtle the invitation; or
- Invitations to social non-work related activities, if refusal to participate results in the loss of employment opportunities or adverse employment actions; or

Verbal Conduct of a Sexual Nature

Includes, but not limited to, the following:

- Sexually provocative or explicit speech; or
- Publicly expressed sexual fantasies; or
- Jokes of a sexual or crude nature; or
- Derogatory comments regarding either gender as a class; or
- Demeaning comments; or
- Threats of consequences for failing to submit to sexual advances; or
- Sexually explicit writings or other sexual depictions.

Physical Conduct of a Sexual Nature

Includes, but not limited to, the following:

- Unwarranted or unwelcome touching, kissing, etc.; or
- Sexually offensive pranks; or
- Sexually explicit cartoons, graffiti, or other sexual depictions; or
- Sexually suggestive gestures; or

Sexual harassment of Students

In addition to the examples set forth above, the unique circumstances of students may result in harassment of students that is not immediately recognized as sexual harassment in an adult only context, but nonetheless requires a response from the District.

Conduct Towards Students of a Sexual Nature

Includes, but not limited to, the following:

- Unwelcome sexual behavior, such as touching, sexually explicit or implicit comments, sexually based rumors, pictures, pranks, jokes, physically cornering/blocking another's movements, public displays of affection; or
- Subjecting students in a predominately single-gender classroom setting to sexual or sex based remarks/comments by peers and/or employees; or
- Interfering with a student's educational opportunity in a predominately or historically single-gender academic environment by preventing the student from accessing tools/equipment, basing performance evaluation on gender; hiding equipment, or suggesting a student does not belong in the academic setting due his/her gender.
- Limiting or denying access to education opportunities based on gender.

SCOPE OF SEXUAL HARASSMENT

Sexual harassment is not limited to conduct by males toward females and can occur between any of the following:

- Student on student
- Staff on student
- Staff on staff
- Male on male
- Female on female
- Male on female
- Female on male
- Student on staff

INVESTIGATION OF SEXUAL HARASSMENT COMPLAINTS

Employee Complaints

1. There shall be no retaliation against or adverse treatment of any employee/student who utilizes the procedures set forth herein to file a complaint or grievance when such complaint/grievance is based on the individual's good faith belief that an individual has been subjected to sexual harassment. Any employee/student who engages in any retaliatory action against a complainant shall be subject to disciplinary action, including dismissal or expulsion.
2. If an employee believes that he or she has been sexually harassed, or if an employee believes that a fellow employee or student is being subjected to sexual harassment, the employee must report this information to their immediate supervisor or building level administrator
3. If the employee believes that reporting such information to their immediate supervisor or building level administrator is inappropriate, the situation is not satisfactorily resolved by the supervisor/administrator, or if the employee is merely uncomfortable reporting to their supervisor/administrator, the employee should contact the District's Title IX Coordinator at the following location:

St. Louis City Public Schools
 801 N. 11th St., St. Louis, MO 63101
 Sharonica Hardin, Title IX Coordinator
 (314) 345-4483

4. If the employee's supervisor or the Title IX coordinator is of the opposite sex as the reporting employee, or the reporting employee prefers to report the matter to another supervisor/administrator within the District, the employee shall have to right to so report. However, the report must be made to a district employee who possesses the necessary authority and obligation to act upon the employee's concern.
5. Any district employee, who receives any report (oral or written) of harassment/discrimination, must notify the Title IX compliance officer within twenty-four (24) hours or within a reasonable time thereafter with good cause for the delay.
6. All complaints of harassment shall be in writing by the employee making the complaint or by the individual who receives the complaint. The employee making the complaint should sign the complaint, but a refusal to sign the complaint will not relieve the District of the obligation to investigate.
7. To the extent possible without compromising the integrity of the investigation, the District will maintain the confidentiality of the complaint and the details of the investigation.
8. Upon the filing of a report, the Title IX officer shall immediately conduct a full investigation of the complaint, or the Title IX officer may assign the matter to an investigator for a prompt and full investigation of the complaint. The complaint shall be investigated in a timely manner; however, the length and breadth of the investigation shall depend on the circumstances of the complaint. In any event, the School District will commence the investigation no later than forty-eight (48) hours after receipt of a complaint.
9. Upon completion of the investigation, the findings of the investigator shall be reduced to writing and forwarded to the Title IX compliance officer.
10. If the investigation substantiates the complaint, the District will take appropriate disciplinary or remedial action against the offender(s), up to and including termination of employment. If the offender is a student, disciplinary action shall be taken in accordance with state and federal law and the published District student discipline policies, and may result in expulsion. If the offender is not an employee of the District, the District will take all appropriate action within the scope of its legal authority to eliminate and redress the harassment.
11. If the investigation is indeterminate, the matter will be designated as unresolved, and the Title IX compliance officer will maintain the investigation file separately and apart from any student or personnel file. In the event of an indeterminate finding, the District may still take appropriate remedial actions to minimize the possibility of future complaints.

ENFORCEMENT OF SEXUAL HARASSMENT POLICY

Employees

Each supervisor, site-manager, and/or administrator employed by the District is responsible for maintaining an educational and work environment free from discrimination based on sex, or sexual harassment. It is the policy of the District that

each supervisor, site-manager, and/or administrator, shall take immediate and appropriate actions to enforce the District's sexual harassment policies and regulations, including but not limited to the following:

1. The Division of Human Resources shall provide a copy of the District's sexual harassment policy and regulations to all new employees of the District prior to the employee's commencement of duties.
2. Each supervisor, manager, and/or administrator shall, no later than the end of the first full calendar week of the academic year, and on an as needed basis thereafter, provide in-service training on sexual harassment to all employee under his/her charge that shall include instruction to all employees of the procedures for reporting suspected incidents of sexual harassment in the educational setting.
3. Each supervisor, manager, and/or administrator shall take prompt action to investigate all complaints of a sexual nature.
4. The supervisor, manger, and/or administrator shall take appropriate disciplinary action, as necessary and required by state and federal law.
5. Failure of any employee with supervisory or administrative duties to implement these responsibilities in an appropriate and satisfactory manner is cause for disciplinary action, up to and including termination from employment with the District.

Students

Each building level administrator or other District employee with student supervision responsibilities is responsible for maintaining an educational and work environment free from sexual harassment. It is the policy of the District that each building level administrator or other District employee with student supervision responsibilities, shall take immediate and appropriate actions to enforce the District's sexual harassment policies and regulations, including but not limited to the following:

1. The building level administrator shall provide an in-service regarding sexual harassment (including sexual harassment involving students) to all staff no later than the end of the first full calendar week of the academic year.
2. Provide sexual harassment instruction to all students in grades kindergarten through twelve, no later then the end of the first full calendar month of the academic year.
3. Removal of all vulgar or sexually offensive graffiti from the building.
4. All homeroom teachers shall discuss the District's sexual harassment policy and regulations with their students no later than the end of the first full calendar week of the academic year. As a part of these discussions, written copies of the District's sexual harassment policy shall be given to each student in grades six through twelve. These discussions shall be conducted in an age appropriate manner with the purpose of informing students that they need not tolerate any form of sexual harassment.

5. All teachers, counselors, and administrators shall provide appropriate instruction on the procedures for reporting incidents of sexual harassment within the educational setting on as needed basis.
6. The building level administrator shall take prompt action to investigate all complaints of sexual harassment.
7. The building level shall take appropriate disciplinary action, to remedy and prevent future occurrences.
8. Any failure to implement these responsibilities appropriately and satisfactorily shall be cause for disciplinary action up to and including termination of employment.

NOTIFICATIONS OF SEXUAL HARASSMENT POLICY

The District's Title IX Compliance Officer shall be available to answer all questions regarding the District's sexual harassment policy or its application.

In addition, a copy of the District's sexual harassment policy, or an explanation of the nature of sexual harassment and the District's complaint-resolution process shall:

1. Be displayed in a prominent location at each work site within the District.
2. Be provided to every current and new employee prior to commencement of work duties.
3. Be included in any District publication that sets forth the District's comprehensive rules, regulations, procedures, and standards of conduct for District employees.
4. Be included in any District publication that sets forth the District's comprehensive rules, regulations, procedures, and standards of conduct for students.
5. Be included in District notifications provided/distributed to parents/guardians at the beginning of each academic year.
6. Be prominently displayed in a location near the most senior building level administrator's office.
7. Be included in any orientation program conducted for new or returning students in grades six through twelve.
8. Identify the name, work place location, and phone number of the District's Title IX Compliance Officer.

DISCIPLINE/CONSEQUENCES

Employee Complaints of Sexual Harassment

1. Any employee who sexually harasses anyone while on school property or during the course of employment off school property, shall be subject to disciplinary action, up to and including termination from employment.
2. Any student who permits or engages in the sexual harassment of a student shall be subject to disciplinary action, up to and including termination from employment.

3. Any employee who receives a student complaint of sexual harassment and who fails to immediately forward the complaint to the Title IX Coordinator shall be subject to disciplinary action, up to and including termination from employment.
4. Any employee who retaliates, or engages in conduct that might be interpreted as retaliation, towards any person who makes a complaint of sexual harassment, or participates in an investigation of a sexual harassment complaint, shall be subject to disciplinary action, up to and including termination from employment.
5. Any non-employee doing business with the District or a non-employee who is otherwise authorized to be on school property, who engages in sexual harassment, or who retaliates against any person who has made a complaint of sexual harassment, or who has participated in the investigation of a complaint of sexual harassment, will be subject to discipline to the fullest extent of the District's authority over the non-employee and his/her employer. Such persons may be subject to a ban from reentry upon District property or attendance at school events whether on or off school property.
6. Any employee that files a false charge of sexual harassment shall receive appropriate discipline, up to and including termination from employment. For purposes of this policy, "false charge" shall not include complaints raised in good faith, but after investigation remain unsubstantiated by the District. A "false charge" is a complaint filed by an individual with knowledge of the complaint's falsity.

Students Complaints of Sexual Harassment

1. Any student who engages in sexual harassment while on school property, or while participating in school activities (including school provided transportation), shall be subject to disciplinary action, up to and including expulsion.
2. Any employee who permits or engages in the sexual harassment of a student shall be subject to disciplinary action, up to and including termination from employment.
3. Any employee who receives a complaint of sexual harassment involving a student who does not immediately forward the complaint to the principal and the District's Title IX Coordinator, shall be subject to disciplinary action, up to and including termination from employment.
4. Any student who files a false charge of sexual harassment shall receive appropriate discipline, up to and including expulsion. For purposes of this policy, "false charge" shall not include complaints raised in good faith, but after investigation remain unsubstantiated by the District. For purposes of this policy, a "false charge" is a complaint filed by an individual with knowledge of the complaint's falsity.

Policy adopted: September 12, 1989

Revised: February 13, 1996

Revised: December 8, 1998

Revised: September 10, 2002

Revised: November 19, 2009

Legal Refs: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.
Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681
Equal Educational Opportunities Act of 1973, 20 U.S.C. §§ 1701 et seq.
Rehabilitation Act of 1973, Section 504, 29 U.S.C. § 794
Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 – 1487
Missouri Special Education Services, §§ 162.670 - 162.999, RSMo.
Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq.
Americans with Disabilities Act, 42 U.S.C. §§ 12101 - 12213
Age Discrimination Act of 1975, 42 U.S.C. §§ 6101 et seq.
Missouri Human Rights Act, §§ 213.010 et seq., RSMo.
Female Employees' Wages, §§ 290.400 - .450, RSMo.
St. Louis, Missouri City Ordinance No.: 67119



BOARD RESOLUTION

Date: May 30, 2012

Agenda Item : 16-26-12-70

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Policy Adoption/Change

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

SUBJECT: To approve the amendment of District Policy 5131, the Conduct - Bullying and Hazing Policy, to become the Conduct - Bullying, Cyberbullying and Hazing Policy.

BACKGROUND: The State of Missouri passed legislation that requires the inclusion of Cyberbullying and additional definitions in the policy. The revisions add definitions to the policy as well as sections addressing cyberbullying.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.

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

Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

**SPECIAL ADMINISTRATIVE BOARD OF THE
TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS
STUDENTS – ELEMENTARY, MIDDLE AND SECONDARY**

Conduct – Bullying, Cyberbullying and Hazing

Policy # 5131

The responsibility for determining and implementing school discipline resides with the Board of Education, the superintendent and staff.

In order to promote a safe learning environment for all students, St. Louis Public Schools (the “District”) prohibits all forms of hazing, bullying and student intimidation. Students participating in or encouraging inappropriate conduct will be discipline. Such discipline may include, but is not limited to, suspension or expulsion from school and removal from participation in activities. Students who have been subjected to hazing or bullying are instructed to promptly report such incidents to a school official.

In addition, district staff, coaches, sponsors and volunteers shall not permit, condone or tolerate any form of hazing or bullying or plan, direct, encourage, assist, engage or participate in any activity that involves hazing or bullying. District staff will report incidents of hazing and bullying to the building principal. The principal shall promptly investigate all complaints of hazing and bullying and shall administer appropriate discipline to all individuals who violate this policy. District staff who violate this policy may be disciplined or terminated.

The superintendent will provide for appropriate training designed to assist staff, coaches, sponsors and volunteers in identifying, preventing and responding to incidents of hazing and bullying.

The District shall annually inform students, parents, district staff and volunteers that hazing, bullying and cyberbullying is prohibited. This notification may occur through the distribution of the written policy, publication in handbooks, presentations at assemblies or verbal instructions by the coach or sponsor at the start of the season or program.

Definitions

Hazing – For purposes of this policy, hazing is defined as any activity, on or off school grounds, that a reasonable person believes would negatively impact the mental or physical health or safety of a student or put the student in a ridiculous, humiliating, stressful or disconcerting position for the purposes of initiation, affiliation, admission, membership or maintenance of membership in any group, class, organization, club or athletic team including, but not limited to, a grade level, student organization or school-sponsored activity.

Hazing may include those actions that subject a student to extreme mental stress including, but not limited to, sleep deprivation, physical confinement, forced conduct that could result in extreme embarrassment or criminal activity, or other stress-inducing activities. Hazing may also

include, but is not limited to: acts of physical brutality; whipping; beating; branding; exposing to the elements; forcing consumption of any food, liquor, drug or other substance; forcing inhalation or ingestion of tobacco products; or any other forced physical activity that could adversely affect the physical health or safety of an individual.

Hazing may occur even when all students involved are willing participants. Hazing does not occur when a student is required to audition or try out for an organization when the criteria are reasonable, approved by the district and legitimately related to the purpose of the organization.

Bullying – For purposes of this policy, bullying is defined as intimidation or harassment of a student or multiple students perpetuated by individuals or groups. Bullying includes, but is not limited to: physical actions, including violence, gestures, theft, or damaging property; oral or written taunts, including name-calling, put-downs, extortion, or threats; or threats of retaliation for reporting such acts. Bullying may also include cyberbullying or cyberthreats.

Cyberbullying – is the sending, sharing or posting of harassing, harmful, threatening or cruel messages, texts or images using the Internet or other digital or electronic communication devices. Harassment includes slurs, comments, jokes, innuendoes, unwelcome compliments, cartoons, pranks, or verbal conduct relating to an individual that (1) have the purpose or effect of creating an intimidating, hostile or offensive environment; (2) have the purpose and effect of unreasonably interfering with an individual's work or a student's school performance, or (3) interfere with school operations. Vandalism is any attempt to harm or destroy the operating system, application software, data, or any other purposeful action that adversely impacts the District's computer resources. Cyberthreats are electronically transmitted or online materials that threaten or raise concerns about violence against others, suicide or self-harm.

Policy Adopted: June 26, 2012

Culbreth

P5131

ST. LOUIS BOARD OF EDUCATION POLICY

STUDENTS

ELEMENTARY, MIDDLE AND SECONDARY

P5131

ELEMENTARY, MIDDLE AND SECONDARY

Activities

Conduct – Bullying Prevention

The St. Louis Public School District is committed to a safe and civil educational environment, conducive to teaching and learning in an environment free from threat, harassment and any type of bullying behavior.

Bullying is defined as “intimidation or harassment that causes a reasonable student to fear for his or her physical safety or property. Bullying may consist of physical actions, including gestures, or oral or written communication and any threat of retaliation for reporting of such acts.”

This policy is not intended to prohibit expression of religious, philosophical, or political views, provided that the expression does not substantially disrupt the education environment. Many behaviors that do not rise to the level of harassment, intimidation, or bullying may still be prohibited by other district policies.

Students and Board employees are encouraged to report behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, to their teacher or the building principal. The report may be made anonymously. Teachers and other Board employees who have witnessed, or are reliably informed that, a student has been a victim of behavior they consider to be bullying, including a single action which if allowed to continue would constitute bullying, shall report the incident(s) to the principal.

Parents or legal guardians may submit to the principal written reports of incidents they feel constitute bullying, or if allowed to continue would constitute bullying. The principal shall be responsible for investigating the incident(s) to determine if disciplinary action is warranted.

Students who engage in any act of bullying are subject to appropriate disciplinary action in accordance with Board Policies, Regulations and the Student’s Rights and Responsibilities Handbook pertaining to discipline procedures and may include suspension, expulsion and/or referral to law enforcement authorities. The severity and pattern, if any, of the bullying shall be taken into consideration when disciplinary decisions are made.

The superintendent is directed to develop administrative regulations to implement this policy. Regulations shall include descriptions of prohibited conduct, reporting and investigative procedures, as needed, and provisions to ensure notice of this policy is provided to students, employees and third parties. All employees of the District shall receive instruction related to the specific contents of the District's policy and any interpretations necessary to implement the provisions of the policy in the course of their duties.

References

Legal: Section 160.775 RSMo.

Policy approved: September 19, 2006



BOARD RESOLUTION

Date: May 30, 2012

Agenda Item : 06-36-12-71

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Policy Adoption/Change

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

SUBJECT: To approve the amendment of District Policy 5144.1, the School Violence Prevention Policy, to become the School Violence and Restrictive Behavior Intervention Policy.

BACKGROUND: The State of Missouri passed legislation that requires the inclusion of Restrictive Behavior Intervention in the policy. The revisions add definitions to the policy as well as sections addressing Restrictive Behavior Intervention.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.C.

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

6/1/2012
Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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

School Violence and Restrictive Behavioral Intervention Policy

Policy # 5144.1

PURPOSE

Through the adoption of this policy, the Special Administrative Board expects to:

1. Promote safety and prevent harm to students, school personnel and visitors in the School District.
2. Foster a climate of dignity and respect in the use of discipline and behavior-management techniques
3. Provide school personnel with clear guidelines about the use of seclusion, isolation, and restraint in response to emergency situations.
4. Promote the use of non-aversive, behavioral interventions.

The SLPS District has the authority ¹ to manage student conduct by promoting good order and implementing disciplinary practices in a manner which is consistent with state law. School officials are authorized to hold students accountable for misconduct in school, on school property, during school-sponsored activities and for conduct away from school or in nonschool activities which affect school discipline.

Students may forfeit their right to a public school education by engaging in conduct prohibited in the SLPS Student Code of Conduct Handbook and related provisions. Disciplinary consequences include, but are not limited to, withdrawal of school privileges (athletics, intramurals, student clubs and activities and school social events); the assignment of the student to another school; removal for up to ten (10) school days by school principals; extension of suspensions for a total of 180 days by the Superintendent/Designee; and longer term suspension and /or expulsion from school by the Board of Education.

DEFINITIONS

¹ School officials possess comprehensive authority to prescribe and control conduct of students in the public schools. *Tinker v. Des Moines Indep. Cmty. Sch. Dist.* 393 U.S. 503, 507 (1969). In Missouri, the school board is statutorily authorized to make all rules necessary for the organization, grading, and government of the school district. §171.011, RSMo 2000. Disruptive conduct on school premises can be prohibited by school officials to provide an environment conducive for learning. *Streeter v. Hundley*, 580 S.W.2d 282, 286 (Mo. Banc 1979).

Aversive Behavioral Interventions: An intervention that is intended to inflict pain or discomfort upon a student for the purpose of eliminating or reducing dangerous behaviors.

Chemical Restraint: The administration of a drug or medication to manage a student's behavior that is **NOT** a standard treatment and dosage for the student's medical condition.

Corporal Punishment: As relates to this policy, Corporal Punishment is the use of or threat of physical force for the purposes of discipline or punishment. Furthermore, the use of physical restraint by trained staff shall not be considered as Corporal Punishment.

Isolation: The confinement of a student alone in an enclosed space without locking hardware. Isolation does not include supervised in-school suspension, detention or time-out used as a disciplinary consequence in accordance to the District's student discipline code.

Mechanical Restraint: The use of any device or material attached to or adjacent to a student's body that restricts normal freedom and movement and which cannot be easily removed by a student. Mechanical restraint does **NOT** include: (1) an adaptive or protective device recommended by a physician or therapist (when it is used as recommended); (2) safety equipment used by the general student population as intended (e.g. seat belts, safety harnesses on student transportation).

Physical Escort: The temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a student who is acting out or eloping to walk to a safe location.

Physical Restraint: The use of person to person physical contact to restrict the free movement of all or a portion of a student's body. It does not include briefly holding a student without undue force for instructional or other purposes, briefly holding a student to calm the student, taking a student's hand to transport him or her for safety purposes, physical escort, or intervening in a fight.

Seclusion: The confinement of a student alone in an enclosed space from which the student is physically prevented from leaving by locking hardware.

Time-Out: Brief removal from sources of positive reinforcement that does not meet the definition of seclusion or isolation. The purpose of time-out is to separate the student from the attention of staff or other students.

A. SLPS BOARD OF EDUCATION POLICY – CORPORAL PUNISHMENT

SLPS District employees and volunteers are prohibited from administering corporal punishment to students attending the SLPS schools, and from causing such punishment to be administered.

B. SLPS BOARD OF EDUCATION POLICY – PHYSICAL RESTRAINT

Physical restraint will be used only when other means of preventing or stopping a breach of discipline have proved ineffective. Trained staff may use justifiable physical restraint on a student only when it is deemed reasonably necessary to²:

1. Prevent the student from hurting himself/herself.
2. Protect others.
3. Protect the staff's well-being.

Physical Restraint will:

1. Only be used for as long as necessary to resolve the actual risk of danger or harm that warranted the use of physical restraint.
2. Be no greater than the degree of force necessary.
3. Not place pressure or weight on the chest, lungs, sternum, diaphragm, back neck or throat that restricts breathing or circulation.
4. Not hyperextend any body part, put or keep the student off balance.
5. Be conducted with at least one other additional adult present and in line of sight, unless other school personnel are not immediately available due to the unforeseeable nature of the emergency situation.

Physical restraint which is administered in accordance with this section shall not be deemed corporal punishment as defined in Section A. above.

In the above cases physical restraint is justified when it is an alternative to a greater harm. When necessary, it should be applied without anger and as a restraint rather than as retaliation.

Trained staff members are permitted to use only the minimum amount of restraint reasonably necessary to accomplish the preventive measures required.

C. USE OF SECLUSION AND ISOLATION

Seclusion: The St. Louis Public Schools does not practice seclusion as defined in this policy to modify student behavior.

Isolation: Isolation shall only be used:

1. In an emergency situation in which a student's behavior poses a serious, probable threat of imminent physical harm to self or others, or
2. When less restrictive measures have not de-escalated the situation.

² Restraint is defined as an act, which may be forceful in nature, of holding back, limiting or controlling someone or something.

Isolation shall never be used as a form of punishment or for the convenience of District personnel.

A student in isolation must be monitored by District personnel who are in close proximity and able to see and hear the student at all times. The total time in isolation is to be reasonable, calculated based on the age of the student and the circumstances and is not to exceed 10 minutes without a reassessment of the situation and consultation with administrative staff, unless otherwise specified in the IEP, Section 504 plan or other plan to address a student's behavior.

The space in which the student is isolated should be a reasonably sized meeting room commonly found in the school setting with lighting, ventilation, heating, cooling and ceiling height and that is free of objects that could cause harm to the student.

D. MECHANICAL RESTRAINT

The St. Louis Public School District does not practice the use of mechanical restraints as defined in this policy to modify student behavior.

The use of vehicle safety restraints shall be used according to state and federal regulations.

Mechanical restraints employed by law enforcement officers in school settings should be used in accordance with appropriate professional standards and applicable policies.

E. CHEMICAL RESTRAINT

The St. Louis Public School District does not practice the use of chemical restraints as defined in this policy to modify student behavior.

F. USE OF TIME-OUT

Nothing in this policy is intended to prohibit the use of time-out as defined in this policy.

G. REPORTING/DEBRIEFING

If a staff member uses isolation or physical restraint on a student, the following must be done:

1. Report the incident to the Building Administrator immediately.
2. Prepare a written comprehensive report detailing the reason for using physical restraint, the type and manner of physical restraint, the amount of force used in the physical restraint.
3. The comprehensive report must be prepared within 24 hours.
4. The comprehensive report shall be forwarded to Building Administrator, Office of the Superintendent, Director of School Safety and Security.

5. The Building Administrator shall follow all regular District reporting procedures for external agencies as required by District Policies.
6. The Building Administrator shall conduct a debriefing for any incident that results in an injury.

H. TRAINING

The District will provide annual training to all staff concerning the District's use of seclusion, isolation and restraint. Annual training will also include, but will not be limited to, approved methods of dealing with school violence, discipline of students with disabilities, and the requirements of student confidentiality.

In addition to the training to District staff, those who utilize isolation or restraint will also receive annual training in:

1. The appropriate use of physical restraint.
2. Professionally accepted practices in the use of restraint and isolation.
3. The appropriate use of isolation.

Adopted: January 22, 1991

Revised: December 7, 1999

Revised: July 29, 2010

Revised: June 26, 2012

Current

P5144.1

ST. LOUIS BOARD OF EDUCATION POLICY

STUDENTS

ELEMENTARY, MIDDLE AND SECONDARY

SCHOOL VIOLENCE INTERVENTION POLICY

The SLPS District has the authority ¹ to manage student conduct by promoting good order and implementing disciplinary practices in a manner which is consistent with state law. School officials are authorized to hold students accountable for misconduct in school, on school property, during school-sponsored activities and for conduct away from school or in nonschool activities which affect school discipline.

Students may forfeit their right to a public school education by engaging in conduct prohibited in the SLPS Student Code of Conduct Handbook and related provisions. Disciplinary consequences include, but are not limited to, withdrawal of school privileges (athletics, intramurals, student clubs and activities and school social events); the assignment of the student to another school; removal for up to ten (10) school days by school principals; extension of suspensions for a total of 180 days by the Superintendent/Designee; and longer term suspension and /or expulsion from school by the Board of Education.

The District will provide annual in-service training to all staff concerning the District's discipline regulations and their implementation. Annual training will also include, but will not be limited to, approved methods of dealing with school violence, discipline of students with disabilities, and the requirements of student confidentiality.

A. SLPS Board of Education Policy- Corporal Punishment

SLPS District employees and volunteers are prohibited from administering corporal punishment to students attending the SLPS schools, and from causing such punishment to be administered.

B. SLPS Board of Education Policy- Physical Restraint

Physical restraint will be used only when other means of preventing or stopping a breach of discipline have proved ineffective. Trained staff members, regardless of their level of training, may, use justifiable physical restraint of a student if it is deemed reasonably necessary to²:

¹ School officials possess comprehensive authority to prescribe and control conduct of students in the public schools. *Tinker v. Des Moines Indep. Cmty. Sch. Dist.* 393 U.S. 503, 507 (1969). In Missouri, the school board is statutorily authorized to make all rules necessary for the organization, grading, and government of the school district. §171.011, RSMo 2000. Disruptive conduct on school premises can be prohibited by school officials to provide an environment conducive for learning. *Streeter v. Hundley*, 580 S.W.2d 282, 286 (Mo. Banc 1979).

² Restraint is defined as an act, which may be forceful in nature, of holding back, limiting or controlling someone or something.

1. Prevent the student from hurting himself/herself.
2. Protect others.
3. Protect the staff members' well-being.

As relates to this policy, Corporal Punishment is the use of or threat of physical force for the purposes of discipline or punishment. Furthermore, the use of physical restraint by trained staff shall not be considered as Corporal Punishment.

Physical restraint which is administered in accordance with this section shall not be deemed corporal punishment as defined in Section A. above.

In the above cases physical restraint is justified when it is an alternative to a greater harm. When necessary, it should be applied without anger and as a restraint rather than as retaliation.

Trained staff members are permitted to use only the minimum amount of restraint reasonably necessary to accomplish the preventive measures required.

If a staff member uses physical restraint on a student, the following must be done:

1. Report the incident to the Building Administrator immediately.
2. Prepare a written comprehensive report detailing the reason for using physical restraint, the type and manner of physical restraint, the amount of force used in the physical restraint.
3. The comprehensive report must be prepared within 24 hours.
4. The comprehensive report shall be forwarded to Building Administrator, Office of the Superintendent, Director of School Safety and Security.
5. The Building Administrator shall follow all regular District reporting procedures for external agencies as required by District Policies.

Adopted: January 22, 1991

Revised: December 07, 1999

Revised: July 29, 2010



**ITEM 06-26-12-72
APPROVED
AT THE
6/7/12 MEETING**



BOARD RESOLUTION

Date: May 24, 2012

Agenda Item: 06-26-12-73

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Sharonica Hardin, Chief Human Resource Officer

Action to be Approved: Policy Adoption/Change

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

SUBJECT: To approve the adoption of District Policy 4224, Pre-Employment Drug Screens.

BACKGROUND: SLPS has established a drug-free workplace program that balances its respect for individuals with the need to maintain an alcohol and drug-free environment. This policy will support the drug-free workplace program through a screening of all prospective full-time employees.

Accountability Plan Goals: Goal II: Highly Qualified Staff

Objective/Strategy: II.C.

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: Human Resources

Requestor:

Sharonica Hardin, Chief Human Resource Officer

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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

Pre-Employment Drug Screens

Policy # 4224

Pre-Employment Drug Screening Policy

1. Purpose

1.1. Substance abuse constitutes a serious threat to St. Louis Public Schools (“SLPS”) and its workforce. SLPS strives to provide a safe work environment. A workplace that promotes employee health and well-being and is free from the effects of drugs and alcohol is essential to the achievement of this goal. The SLPS has established a drug-free workplace program that balances its respect for individuals with the need to maintain an alcohol and drug-free environment. To that end, SLPS hereby establishes the *St. Louis Public Schools Pre-employment Drug Screening Policy* (the “Policy”). This program shall be carried out in accordance with all relevant state and federal laws, rules and regulations, as well as all applicable SLPS policies and regulations.

2. Applicability

2.1. This policy applies to all prospective full-time employees, adjuncts, temporary wage and all other wage (part-time) employees once a conditional offer of employment has been extended and accepted. All prospective rehires (full-time, adjuncts, temporary wage and all other wage {part-time} employees) will be subject to a new drug screening if they have been off of SLPS’s payroll for six (6) or more consecutive months.

3. Definitions

3.1. **Adulterated Specimens:** A specimen that contains a substance that is not expected to be present in human urine; or contains a substance expected to be present but is at a concentration so high that is not consistent with human urine.

3.2. **Confirmation (or confirmatory) drug test:** A second analytical procedure performed on a urine specimen to identify and quantify the presence of a specific drug or drug metabolite.

3.3. **Contract Drug Screening Firm:** A contracted vendor that provides comprehensive nationwide drug screening and who strictly adheres to the provisions of the Fair Credit Reporting Act.

- 3.4. **Creatinine:** Is an indicator of metabolic function. It is waste product of muscle tissue produced at a constant rate by the kidneys and excreted in the urine.
- 3.5. **Diluted Negative Specimen:** A negative urine test result with creatinine and/or specific gravity values lower than expected for human urine.
- 3.6. **Drug Test Screening:** A positive test result shall be considered a violation of this policy. In addition, a failure to cooperate with the testing request, including immediately reporting for testing, supplying enough sample for testing, or refusing to allow test results to be released to an SLPS representative will be considered violations of this policy.
- 3.7. **Illegal Drugs/Substances:** Defined as the use of unlawful drugs and the unlawful use of prescription drugs.
- 3.8. **Initial Drug Test:** The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.
- 3.9. **Invalid Drug Test:** The result of a drug test for a urine specimen that contains an unidentified adulterant or an unidentified interfering substance, has abnormal physical characteristics, or has an endogenous substance at an abnormal concentration that prevents the laboratory from completing or obtaining a valid drug test result.

4. Policy

- 4.1. All prospective employees and rehires (referenced above in Section 2) are required to submit to a drug test once a conditional offer of employment has been extended and accepted. An offer of employment by SLPS is conditioned on the prospective employee testing negative for illegal substances.
- 4.2. Human Resource shall be responsible for ensuring that all prospective employees who are conditionally offered positions listed in Section 2 above have provided a sample for drug testing and the results have been received by Human Resources before the prospective employee reports for duty.
- 4.3. The prospective employee must thoroughly read this Policy and sign a drug test authorization form (4224-AF). The authorization form authorizes SLPS and the contracted screening firm to obtain a sample from the prospective employee for drug testing as well as the drug screening results through an approved collection site for each prospective employee.
- 4.4. The prospective employee will report to an approved contracted screening collection site on the date and time specified by the SLPS to have the drug test administered and conducted.

5. Procedures

- 5.1. To ensure the accuracy and fairness of our testing program, all testing will be conducted according to standard guidelines where applicable and will be performed by a third party testing agency and will include a screening test; a confirmation test; the opportunity for a split sample; and an opportunity for prospective employees who test positive to provide a legitimate medical explanation to the Medical Review Officer ("MRO"), such as a physician's prescription, for a positive result.
- 5.2. The approved sites that collect urine drug samples for SLPS will follow federal and state laws/guidelines for any and all collections obtained and testing conducted. These procedures shall ensure that the sample identified to an applicant actually contains materials from that particular applicant, that the samples are protected from tampering, and that the analysis of the samples is done in accordance with reasonable and accepted collection standards.
- 5.3. Each employee, as a condition of employment, will be required to participate in pre-employment drug and alcohol testing. Testing for the presence of Alcohol will be conducted by analysis of a breathalyzer. Testing for presence of the metabolites of drugs will be conducted by the analysis of urine and blood.
- 5.4. An employee will be subject to the same consequences as a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms, or refuses to cooperate in the testing process in such a way that prevents completion of the test.
- 5.5. The following is a list of substances that SLPS tests for on a Pre-Employment drug test:
 - 5.5.1. Methadone (MTD)
 - 5.5.2. Barbiturates (BAR)
 - 5.5.3. Benzodiazepine (BZO)
 - 5.5.4. Marijuana (THC)
 - 5.5.5. Amphetamine (AMP)
 - 5.5.6. Phencyclidine (PCP)
 - 5.5.7. Propoxyphene (PPX)
 - 5.5.8. Methamphetamine (METH)
 - 5.5.9. Opiates (OPI)
 - 5.5.10. Cocaine (COC)
- 5.6. Testing for other substances may be added to this policy upon notice without notice and without otherwise modifying the policy.

5.7. The prospective employee shall incur only the expenses of the original specimen testing.

5.8. If the prospective employee has a positive test, refuses to be tested, or has a confirmed invalid test, that person will be denied employment by SLPS. The prospective employee will be notified by letter from the Human Resource of the decision. An employee whose drug test is reported positive will have 72 hours to request the split specimen be retested and reviewed by the MRO. This split specimen procedure essentially provides the applicant/employee with an opportunity for a "second opinion".

6. **Responsibilities**

6.1. A copy of this Policy and memorandum to prospective employees will be provided to all prospective employees. Human Resources will follow the established drug and background screening guidelines, per SLPS policies and regulations.

7. **Sanctions**

7.1. All information relating to drug testing or the identification of persons as users of drugs will be protected by the contracted screening firm and SLPS as confidential. The contracted screening firm will retain all records pertaining to a prospective employee's drug screening results for a period of three years. Failure to adhere to this Policy could result in disciplinary action, up to and including termination.

Policy adopted: June 26, 2012

Legal Refs: PL. 100-690, The Drug-Free Workplace Act of 1988, Section 5151, et seq.

ST. LOUIS PUBLIC SCHOOLS PRE-EMPLOYMENT DRUG SCREENING

AUTHORIZATION FORM 4224-AF

1. The undersigned job applicant acknowledges that he/she has been informed that St. Louis Public Schools requires that all applicants who are offered and have accepted a position with St. Louis Public Schools to submit to a drug screening test. The initial drug screening test will be conducted by a laboratory selected by the contracted screening firm and paid for by the prospective employee.

2. The undersigned also acknowledges that:
 - a. A copy of SLPS's Pre-Employment Drug Screening Policy has been made available for his/her review.

 - b. He/she will be subject to the terms of said Policy and agrees to be subject to such terms.

3. The undersigned further acknowledges that:
 - a. Test results which are positive for the presence of drugs will result in denial of employment.

 - b. If a determination is made that a sample has been adulterated or diluted by the applicant or at the applicant's direction, the applicant will be denied employment.

 - c. A refusal to consent to testing or a confirmed invalid test will also result in denial of employment.

4. The undersigned further acknowledges that he/she will be requested to sign a release at the time of said examination consenting to the (a) collection of sample and (b) release of test results by the contracted screening firm to St. Louis Public Schools.

Applicant's Signature

Date



BOARD RESOLUTION

Date: May 23, 2012

Agenda Item : 06-26-12-74

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Enos Moss, CFO/Treasurer

Action to be Approved: Policy Adoption/Change

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

SUBJECT: To approve a Tax-Advantaged Financing Compliance Policy and Procedure for the Special Administrative Board of the Transitional School District of the City of St. Louis as required by the Internal Revenue Service to monitor post-issuance federal tax requirements for current and future General Obligation bonds.

BACKGROUND: The District has issued Tax-Advantaged Bonds to fund costs of project facilities. The District understands that in exchange for the right to issue such bonds at favorable interest rates and terms, the Code and related regulations impose ongoing requirements related to the proceeds of the Tax-Advantaged Bonds and the project facility financed by the bonds. These requirements focus on the investment, use and expenditure of proceeds of the bonds and related funds as well as restrictions on the use of the project facility.

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

Department: Finance

Requestor:

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

RESOLUTION APPROVING A TAX-ADVANTAGED FINANCING COMPLIANCE POLICY AND PROCEDURE FOR THE SPECIAL ADMINISTRATIVE BOARD OF THE TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS.

WHEREAS, the Internal Revenue Service has advised issuers of obligations, the interest on which is either (1) excludable from gross income for federal income tax purposes, or (2) taxable to the bond owners, but is based on a lower rate due to the advantages of a federal program (such as Build America Bonds, Qualified School Construction Bonds or Qualified Zone Academy Bonds), to adopt separate written procedures for monitoring post-issuance federal tax requirements for such bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE SPECIAL ADMINISTRATIVE BOARD OF THE TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS, AS FOLLOWS:

Section 1. Approval of Tax-Advantaged Financing Compliance Policy and Procedure. The Tax-Advantaged Financing Compliance Policy and Procedure in substantially the form attached hereto as **Exhibit A** is hereby approved.

Section 2. Further Authority. The Special Administrative Board hereby authorizes and empowers the officers and representatives of the Transitional School District of the City of St. Louis to do all such acts and things and to execute, acknowledge and deliver all such documents as may in their discretion be deemed necessary or desirable in order to carry out or comply with the terms and provisions of this Resolution in connection with the approval of the Tax-Advantaged Financing Compliance Policy and Procedure. All of the acts and undertakings of such officers and representatives that are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and the same are hereby in all respects, ratified, confirmed and approved.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after the date of its passage.

PASSED by the Special Administrative Board of the Transitional School District of the City of St. Louis, this 7th day of June, 2012.

(SEAL)

Chief Executive Officer of the Special
Administrative Board

Attest:

Secretary of the Special Administrative Board

EXHIBIT A

TAX-ADVANTAGED FINANCING COMPLIANCE POLICY AND PROCEDURE

**SPECIAL ADMINISTRATIVE BOARD OF THE
TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS
TAX-ADVANTAGED FINANCING COMPLIANCE POLICY AND PROCEDURE**

Dated as of June 7, 2012

TAX-ADVANTAGED FINANCING COMPLIANCE POLICY AND PROCEDURE

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* * *

TAX-ADVANTAGED FINANCING COMPLIANCE POLICY AND PROCEDURE

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

“Annual Compliance Checklist” means a questionnaire and/or checklist described in **Section 6.1** hereof that is completed each year for a Tax-Advantaged Bond issue.

“Annual Report” means the District’s audited financial statements (or unaudited financial statements as permitted by the Continuing Disclosure Undertaking for the Tax-Advantaged Bonds) and certain other financial information and operating data required to be filed annually with the MSRB for the Tax-Advantaged Bonds.

“Board” means the Special Administrative Board of the Transitional School District of the City of St. Louis, and any successors and assigns.

“Bond Compliance Officer” means the District’s Chief Financial Officer or, if the position of Chief Financial Officer is vacant, the person filling the responsibilities of the Chief Financial Officer for the District.

“Bond Counsel” means a law firm selected by the Board to provide a legal opinion regarding the tax status of interest on Tax-Advantaged Bonds as of the issue date or the law firm selected to advise the Board on matters referenced in this Compliance Procedure.

“Bond Restricted Funds” means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Agreement for a Tax-Advantaged Bond issue.

“Bond Transcript” means the “transcript of proceedings” or other similar titled set of documents assembled by Bond Counsel following the issuance of Tax-Advantaged Bonds.

“Code” means the Internal Revenue Code, as amended.

“Compliance Procedure” means this Tax-Advantaged Financing Compliance Policy and Procedure.

“Continuing Disclosure Undertaking” means the applicable Continuing Disclosure Agreement, Continuing Disclosure Undertaking, Continuing Disclosure Certificate or other written certification of the Board setting out covenants for satisfying the Board’s requirements for providing information to the MSRB pursuant to Rule 15c2-12 of the Securities Exchange Commission on an ongoing basis for each of the Tax-Advantaged Bonds.

“Cost” or **“Costs”** means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Project Facility or costs of issuing Tax-Advantaged Bonds.

“District” means the Transitional School District of the City of St. Louis, also known as the St. Louis Public School District, and any successors and assigns.

“EMMA” means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

“Final Written Allocation” means the Final Written Allocation prepared pursuant to **Section 5.4** hereof.

“Financed Assets” means that part of a Project Facility treated as financed with Tax-Advantaged Bond proceeds as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Board and the Tax Agreement for the Tax-Advantaged Bond issue.

“Intent Resolution” means a resolution of the Board stating the (a) intent of the Board to finance all or a portion of the Project Facility with Tax-Advantaged Bonds, (b) expected maximum size of the Tax-Advantaged Bonds, and (c) intent of the Board to reimburse the Costs paid by the Board from proceeds of the Tax-Advantaged Bonds.

“IRS” means the Internal Revenue Service.

“MSRB” means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Placed In Service” means that date (as determined by the Bond Compliance Officer) when the Project Facility is substantially complete and in operation at substantially its design level.

“Project Facility” means all tangible or intangible property financed in whole or in part with Tax-Advantaged Bonds that is functionally related or integrated in use, that is located on the same physical site or proximate sites, and that is expected to be Placed In Service within a one-year period.

“Rebate Analyst” means the rebate analyst for the Tax-Advantaged Bonds selected pursuant to the Tax Agreement.

“Tax-Advantaged Bond(s)” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Board, the proceeds of which are to be loaned or otherwise made available to the Board, and the interest on which is either (1) excludable from gross income for federal income tax purposes, or (2) taxable to the bond owners, but is based on a lower rate due to the advantages of a federal program (such as Build America Bonds, Qualified School Construction Bonds or Qualified Zone Academy Bonds). A list of all Tax-Advantaged Bonds outstanding and subject to this Compliance Procedure as of June 7, 2012, is attached hereto as **Exhibit A**.

“Tax-Advantaged Bond File” means documents and records which may consist of paper and electronic medium, maintained for each Tax-Advantaged Bond. Each Tax-Advantaged Bond File will include the following information if applicable:

- (a) Intent Resolution.
- (b) Bond Transcript.

- (c) Final Written Allocation and/or all available accounting records related to the Project Facility showing expenditures allocated to the proceeds of a Tax-Advantaged Bond and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculation.
- (e) Forms 8038-T together with proof of filing and payment of rebate.
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) bid solicitation, bid responses, certificate of broker;
 - (2) written summary of reasons for deviations from the terms of the solicitation that are incorporated into the investment agreement; and
 - (3) copies of the investment agreement and any amendments.
- (g) Any item required to be maintained by the terms of the Tax Agreement involving the use of the Project Facility or expenditures related to tax compliance for the Tax-Advantaged Bonds.
- (h) Any opinion of Bond Counsel regarding the Tax-Advantaged Bonds not included in the Bond Transcript.
- (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript.
- (j) Any correspondence with the IRS relating to the Tax-Advantaged Bonds including all correspondence relating to an audit by the IRS of the Tax-Advantaged Bonds or any proceedings under the Tax-Advantaged Bonds Voluntary Closing Agreement Program (VCAP).
- (k) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Agreement for the Tax-Advantaged Bond issue.
- (l) For refunding bond issues, the Tax-Advantaged Bond File for the refunded Tax-Advantaged Bonds.

“Tax Agreement” means the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Instructions, or other written certification or agreement of the Board setting out representations and covenants for satisfying the post-issuance tax compliance requirements for a Tax-Advantaged Bond issue.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

(a) The Board uses Tax-Advantaged Bonds to fund Costs of Project Facilities. The Board understands that in exchange for the right to issue Tax-Advantaged Bonds at favorable interest rates and terms, the Code and related regulations impose ongoing requirements related to the proceeds of the Tax-Advantaged Bonds and the Project Facility financed by the Tax-Advantaged Bonds. These requirements focus on the investment, use and expenditure of proceeds of the Tax-Advantaged Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) The Board recognizes that the IRS has stated that all issuers of Tax-Advantaged Bonds should have a *separate* written policy and procedure regarding ongoing compliance with the federal tax requirements for Tax-Advantaged Bonds.

(c) The Board is required under the Continuing Disclosure Undertaking to provide disclosures of certain financial information and operating data and to file notices of certain events to the marketplace to facilitate informed secondary market trading in Tax-Advantaged Bonds issued by the Board. The Board is committed to full compliance with the tax and securities law requirements for all of its outstanding and future Tax-Advantaged Bonds. This Compliance Procedure is adopted by the Board to comply with the IRS and Securities and Exchange Commission directives and to improve tax and securities law compliance and documentation.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Tax-Advantaged Bonds currently outstanding and all Tax-Advantaged Bonds issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Agreement, the Continuing Disclosure Undertaking or any other specific written instructions of Bond Counsel, the terms of the Tax Agreement, the Continuing Disclosure Undertaking or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Advantaged Bonds will be incorporated in the Tax Agreement for the future issue. Any requirements imposed on the Board in the Tax Agreement will be noted by the Bond Compliance Officer and incorporated into the Annual Compliance Checklist. The Board acknowledges that the Continuing Disclosure Undertaking may also apply to one or more issue of non-Tax-Advantaged Bonds issued by the Board.

Section 2.3. Amendments and Publication of Compliance Procedure. This Compliance Procedure may be amended from time-to-time by the Board. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Board.

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with other employees that use the Project Facility to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Bond Counsel, legal counsel to the Board, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance

Procedure. The Bond Compliance Officer will report to the Board as necessary, and will report to the Superintendent at least annually, regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure.

Section 3.2. Training.

(a) **General.** Periodically, as individuals acting as the District's Bond Compliance Officer pass the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the outgoing individual is responsible for training the incoming individual to ensure the District's continued compliance with the provisions of this Compliance Procedure and all Tax Agreements for any outstanding Tax-Advantaged Bonds.

(b) **Training Opportunities.** Prior to each future issuance of Tax-Advantaged Bonds, the Bond Compliance Officer will discuss tax requirements related to such Tax-Advantaged Bonds with Bond Counsel. When appropriate, the Bond Compliance Officer will take advantage of training opportunities regarding tax-advantaged financing that are relevant to the District such as:

- Subscribing for IRS Newswire updates related to tax-advantaged financing at <http://www.irs.gov/newsroom/article/0,,id=154805,00.html>
- Attending training programs offered by the IRS or other industry professionals
- Consulting Bond Counsel from time-to-time with questions regarding tax requirements applicable to the District

ARTICLE IV

TAX-ADVANTAGED BONDS CURRENTLY OUTSTANDING

Section 4.1. Tax-Advantaged Bonds Covered by Article IV Procedures. This Article IV applies to all Tax-Advantaged Bonds issued prior to the date of this Compliance Procedure that are currently outstanding. These Tax-Advantaged Bonds are listed on **Exhibit A** hereto.

Section 4.2. Tax-Advantaged Bond File. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Advantaged Bond File as is available for each Tax-Advantaged Bond that is listed on **Exhibit A** hereto.

Section 4.3. Annual Compliance Checklists. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will work with Bond Counsel and/or legal counsel to the Board and cause Annual Compliance Checklists to be completed for all outstanding Tax-Advantaged Bonds and will follow the procedures specified in **Article VI** hereof to complete the Annual Compliance Checklists and thereafter include each completed Annual Compliance Checklist in the Tax-Advantaged Bond File.

Section 4.4. Correcting Prior Deficiencies in Compliance. In the event the Bond Compliance Officer determines a deficiency in compliance with a Tax Agreement for an outstanding Tax-Advantaged Bond listed on **Exhibit A** hereto, the Bond Compliance Officer will direct the Board to follow the procedures described in Treasury Regulations or the Tax-Advantaged Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Board to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Board and obtaining its approval.

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW TAX-ADVANTAGED BOND ISSUES

Section 5.1. Application. This Article V applies to Tax-Advantaged Bonds issued on or after the date of this Compliance Procedure.

Section 5.2. Prior to Issuance of Tax-Advantaged Bonds.

(a) Intent Resolution. The Board will authorize and approve the issuance of Tax-Advantaged Bonds. Prior to or as a part of this authorizing resolution, the Board may adopt an Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Advantaged Bonds so that they conform to the requirements of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Board's costs and expenses incurred to implement this Compliance Procedure.

(c) Tax Agreement. Each Tax-Advantaged Bond issue will include a Tax Agreement signed by the Bond Compliance Officer. The Tax Agreement will (1) describe the Project Facility and the anticipated Financed Assets, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance by the Board, (3) for new money financings, require the Board to complete a Final Written Allocation, and (4) contain a form of the Annual Compliance Checklist for the Tax-Advantaged Bond issue. The Bond Compliance Officer will confer with Bond Counsel and the Board's counsel regarding the meaning and scope of each representation and covenant contained in the Tax Agreement.

(d) Preliminary Cost Allocations. For new money financings, the Bond Compliance Officer, in consultation with Bond Counsel, will prepare a preliminary cost allocation plan for the Project Facility. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and, when necessary, will breakout the portions of Costs of the Financed Assets from the portions expected to be financed from other sources.

(e) Tax Review with Bond Counsel. Prior to the sale of Tax-Advantaged Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the draft Tax Agreement, or must be supplemented to account for special issues or requirements for the Tax-Advantaged Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Advantaged Bond issue.

Section 5.3. Accounting and Recordkeeping.

(a) Accounting for New Money Projects. The Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Tax-Advantaged Bonds. The Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of

the Project Facility. Where appropriate, the Bond Compliance Officer may use accounts established as part of the Board's financial records for this purpose. In recording Costs for the Project Facility, the Bond Compliance Officer will insure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) Accounting for Refunded Bonds and Related Refunded Bond Accounts. For Tax-Advantaged Bonds that refund prior issues, the Tax Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced debt.

(c) Tax-Advantaged Bond File. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Advantaged Bond File. The Annual Reports, other reports and notices of certain events filed by the Board with the MSRB will be publicly available on EMMA and need not be separately maintained in the Tax-Advantaged Bond File.

Section 5.4. Final Allocation of Bond Proceeds.

(a) Bond Compliance Officer Responsible for Preparation of Final Written Allocation; Timing. The Bond Compliance Officer is responsible for making a written allocation of proceeds to expenditures and the identification of Financed Assets. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Tax-Advantaged Bond proceeds from any segregated Tax-Advantaged Bond funded account, (2) the date the Project Facility has been substantially completed, or (3) four and one-half years following the issue date of the Tax-Advantaged Bonds. For Tax-Advantaged Bonds issued only to refund a prior issue of Tax-Advantaged Bonds, the Bond Compliance Officer will prepare and/or document the Final Written Allocation for the Project Facility financed by the refunded Tax-Advantaged Bonds in accordance with the advice of Bond Counsel and include it in the Tax Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Advantaged Bond proceeds and other money of the Board to the Costs of the Project Facility. If no special allocation is required or recommended, the Bond Compliance Officer will allocate Costs of the Project Facility to the proceeds of the Tax-Advantaged Bonds in accordance with the Board's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility, (2) the percentage of the cost of the Project Facility financed with proceeds of the Tax-Advantaged Bonds (sale proceeds plus any investment earnings on those sale proceeds), (3) the Project Facility's Placed In Service date, (4) the estimated economic useful life of the Project Facility, and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project Facility that the Final Written Allocation or the Tax Agreement treats as having been financed by Tax-Advantaged Bonds).

(c) Finalize Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the Tax Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Advantaged Bonds in the Annual Compliance Checklist.

(d) Review of Final Written Allocation and Annual Compliance Checklist. Each Final Written Allocation and Annual Compliance Checklist will be reviewed by legal counsel to the Board or

Bond Counsel for sufficiency and compliance with the Tax Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

ARTICLE VI

ONGOING MONITORING PROCEDURES

Section 6.1. Annual Compliance Checklist. An Annual Compliance Checklist will be completed by the Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Agreement or this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Project Facility) that are required to be incorporated in the Tax-Advantaged Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Agreement to legal counsel to the Board or Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 4.4** hereof to remediate the non-compliance.

Section 6.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ARTICLE VII

CONTINUING DISCLOSURE

Section 7.1. Annual Disclosure Filings. For each issuance of Tax-Advantaged Bonds, the Bond Compliance Officer will review the applicable Continuing Disclosure Undertaking to determine the financial information and operating data required to be included in the Annual Report to be filed by the Board with the MSRB on EMMA. The Bond Compliance Officer will cause the Annual Report to be filed with the MSRB on EMMA within the timeframe provided in the applicable Continuing Disclosure Undertaking for each of the Tax-Advantaged Bonds.

Section 7.2. Material Event Disclosure Filings. For each outstanding issue of Tax-Advantaged Bonds, the Bond Compliance Officer will review the Continuing Disclosure Undertaking to determine the “material events” that require prompt notice to be filed with the MSRB. Generally, the occurrence of any of the following events with respect to the Tax-Advantaged Bonds represents a “material event:”

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;

- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the bonds, or other material events affecting the tax status of the bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the obligated person;
- (13) the consummation of a merger, consolidation, or acquisition involving the obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material.

After obtaining actual knowledge of the occurrence of any event that the Bond Compliance Officer believes may constitute an event requiring disclosure, the Bond Compliance Officer will contact Bond Counsel to determine if notice of the event is required to be given to the MSRB under the Continuing Disclosure Undertaking. If it is determined that notice should be provided to the MSRB or is required to be provided to the MSRB by the Continuing Disclosure Undertaking, the Bond Compliance Officer will cause the appropriate notice to be filed with the MSRB on EMMA within 10 business days after the occurrence of the event or as otherwise directed by Bond Counsel.

ADOPTED BY THE SPECIAL ADMINISTRATIVE BOARD OF THE TRANSITIONAL SCHOOL DISTRICT OF THE CITY OF ST. LOUIS THIS 7th DAY OF JUNE, 2012.

EXHIBIT A

LIST OF TAX-ADVANTAGED BONDS COVERED BY THIS COMPLIANCE PROCEDURE

<u>Series of Bonds</u>	<u>Date of Bonds</u>	<u>Original Principal Amount</u>
General Obligation Bonds (Missouri Direct Deposit Program), Series 2001	April 3, 2001	\$20,130,500.00
General Obligation Bonds (Missouri Direct Deposit Program), Series 2002A	February 25, 2002	\$50,002,795.05
General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2003A	May 27, 2003	\$25,705,000.00
General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2004	November 23, 2004	\$44,115,000.00
General Obligation Bonds (Missouri Direct Deposit Program), Series 2006A	January 30, 2006	\$55,000,000.00
General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2007A	June 12, 2007	\$28,147,782.40
General Obligation Bonds (Missouri Direct Deposit Program), Series 2009	April 9, 2009	\$39,295,000.00
Taxable General Obligation Qualified School Construction Bonds (Missouri Direct Deposit Program) (Direct-Pay Bonds), Series 2010A	December 21, 2010	\$56,644,000.00
Taxable General Obligation Bonds (Missouri Direct Deposit Program) (Build America Bonds – Direct Pay), Series 2010B	December 21, 2010	\$25,000,000.00
Taxable General Obligation Qualified Zone Academy Bonds (Missouri Direct Deposit Program), Series 2011A (Direct-Pay Bonds)	October 4, 2011	\$35,000,000.00
General Obligation Bonds (Missouri Direct Deposit Program), Series 2011B	October 4, 2011	\$38,355,000.00
Taxable General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2011C ⁽¹⁾	October 4, 2011	\$6,100,000.00
General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2012	██████████, 2012	\$ ██████████

⁽¹⁾ The Series 2011C Bonds are not Tax-Advantaged Bonds, but are subject to a Continuing Disclosure Undertaking.



BOARD RESOLUTION

Date: May 23, 2012

Agenda Item : 06-26-12-15

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Enos Moss, CFO/Treasurer

Action to be Approved: Insurance Renewal

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

Previous Board Resolution # 06-16-11-43

Prior Year Cost \$141,067.00

SUBJECT: To approve the renewal of the School Board Management Liability insurance policy from State National Insurance (doing business as HISCOX). The policy is being purchased through Marsh USA, the District's insurance broker. The period of the policy will be July 1, 2012 through June 30, 2013 at a cost not to exceed \$152,402.00.

BACKGROUND: After negotiations, State National Insurance (HISCOX) has provided renewal terms that include a premium increase of 8% with no reductions in coverage. In the last eight months, the District has reported 21 claims to HISCOX for coverage. Thirteen of the claims have been accepted under a reservation of rights letter.

Last year, through our insurance broker, Marsh USA, quotes were requested from five insurance carriers who write School Board Management Liability coverage. Three of the insurance carriers declined to quote. The other carrier, Chartis, provided a quote with a much higher deductible (\$250,000), but could not quote the current deductible (\$75,000).

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: 970-00-110-2514-6353	GOB	Requisition #:
Amount: \$152,402.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$152,402.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600002438

Department: Risk Management

Requestor: Kevin Coyne

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: May 31, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Enos Moss, CFO/Treasurer

Agenda Item : 06-26-12-76
Information:
Action:

Action to be Approved: Insurance Policy Renewal

Previous Board Resolution # 06-30-11-31

Prior Year Cost \$ 523,000.00

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

SUBJECT: To approve the purchase of an All-Risk Property Insurance Policy from Travelers Insurance Company and CNA Excess and Surplus Insurance Company through our insurance broker, Marsh USA. The policy term for both companies will be July 1, 2012 through June 30, 2013 at a total cost not to exceed \$628,942.00.

BACKGROUND: During the 11-12 policy year, Travelers performed a review of the reported building values for the District buildings. The review indicates that the District has been reporting values for the buildings that are far less than the actual replacement cost of the buildings. In response to this review, the District has increased the values on the buildings by approximately \$100,000,000. The increase in values coupled with a rate increase of 10% that is being driven by world events accounts for the increase in cost.

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: 970-00-110-2514-6351	GOB	Requisition #:
Amount: \$628,942.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$628,942.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600002438

Department: Risk Management

Requestor: Kevin Coyne

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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BOARD RESOLUTION

Date: May 24, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Enos Moss, CFO/Treasurer

Agenda Item : 06-26-12-111
Information:
Action:

Action to be Approved: Insurance Policy Renewal

Previous Board Resolution # 06-30-11-30

Prior Year Cost \$ 40,784.00

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

SUBJECT: To approve the purchase of a renewal Boiler & Machinery Insurance Policy with Hartford Steam Boiler Insurance Company through our insurance broker, Marsh USA. The renewal of the policy will be for the period July 1, 2012 through June 30, 2013 at a cost not to exceed \$44,933.00.

BACKGROUND: The Boiler & Machinery Insurance will provide coverage on \$972,856,014 in District real and personal property, an increase in values of approximately \$90,000,000. This represents an increase of almost 10% in the values over the 2011-12 values. The rate charged per \$100 of value has decreased but is being offset by the increase in values.

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: 970-00-110-2514-6351	GOB	Requisition #:
Amount: \$44,933.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$44,933.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600002438

Department: Risk Management

Requestor: Kevin Coyne

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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BOARD RESOLUTION

Date: May 31, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Enos Moss, CFO/Treasurer

Agenda Item : 06-26-12-18
Information:
Action:

Action to be Approved: Insurance Policy Renewal

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

Previous Board Resolution # 02-16-12-02 (Amendment)

Prior Year Cost \$ 88,000.00

SUBJECT: To approve the purchase of a renewal Automobile Liability and Physical Damage Insurance Policy with State Farm Insurance Company. The renewal of the policy will be for the period July 1, 2012 through June 30, 2013 at a cost not to exceed \$88,000.00. Our insurance broker, Marsh USA, has confirmed that the rate is very competitive in today's marketplace.

BACKGROUND: The District is now insuring 72 vehicles. The slight increase is due to the replacement of 19 older model vehicles with 2011 and 2012 model vehicles. The rate being charged has remained constant.

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: 970-00-110-2514-6354	GOB	Requisition #:
Amount: \$88,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$88,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600009900

Department: Risk Management

Requestor: Kevin Coyne

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

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BOARD RESOLUTION

Date: May 31, 2012

Agenda Item : 06-28-12-19

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Enos Moss, CFO/Treasurer

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-30-11-26

Prior Year Cost \$33,375.00

SUBJECT: To approve the purchase of a US Bank Letter of Credit in the amount of \$2,225,000 which is required for the renewal of the Excess Workers' Compensation Bond with Travelers Insurance Company. The Letter of Credit will be for the period July 1, 2012 to June 30, 2013 at a cost not to exceed \$33,375.00.

BACKGROUND: Based on the District's financial condition, Travelers Insurance Company requires that the District's Excess Workers' Compensation Bond be fully collateralized by a letter of credit. The District has secured a letter of credit with US Bank with no collateral requirement at a cost of \$33,375.00.

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: 970-00-170-2514-6261	All Funds	Requisition #:
Amount: \$33,375.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$33,375.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600012051

Department: Treasurer's Office

Requestor: Donna Johnson

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: May 31, 2012

Agenda Item : 06-26-12-80

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Enos Moss, CFO/Treasurer

Action to be Approved: Insurance Renewal

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

Previous Board Resolution # 06-16-11-53

Prior Year Cost \$182,682.00

SUBJECT: To approve the purchase of a renewal Excess Workers' Compensation Insurance Policy with Arch Insurance through our insurance broker, Marsh USA. The renewal of the policy would be for the period July 1, 2012 through June 30, 2013 at a cost not to exceed \$218,367.00.

BACKGROUND: The Excess Workers' Compensation Insurance Policy will provide coverage on all District employees. The Policy provides coverage for those claims that exceed the District's self-insurance limit of \$500,000. The increase in the premium is due to the increase in the projected payroll from \$153,000,000 for the 2011-12 year to \$171,000,000 for the 2012-13 year and a 7% increase in the rate.

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: 970-00-170-2514-6261	All Funds	Requisition #:
Amount: \$218,367.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$218,367.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600002438

Department: Risk Management

Requestor: Kevin Coyne

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: May 31, 2012

Agenda Item : 06-26-12-81

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Enos Moss, CFO/Treasurer

Action to be Approved: Insurance Renewal

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

Previous Board Resolution # 06-16-11-44

Prior Year Cost \$11,125.00

SUBJECT: To approve the purchase of a renewal Excess Workers' Compensation Bond with Travelers Insurance Company through our insurance broker, Marsh USA. The renewal period will be July 1, 2012 through June 30, 2013 at a cost not to exceed \$11,125.00.

BACKGROUND: The Excess Workers' Compensation Bond is the security required by the State of Missouri as collateral for the payment of workers' compensation claims under the District's approved workers' compensation self-insurance program.

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: 970-00-170-2514-6261	All Funds	Requisition #:
Amount: \$11,125.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$11,125.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600002438

Department: Risk Management

Requestor: Kevin Coyne

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: May 30, 2012

Agenda Item : 06-26-12-22

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Purchase of Good (s)

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

Previous Board Resolution # 06-30-11-38

Prior Year Cost \$25,000.00

SUBJECT: To approve a sole source purchase from Questar Assessment Inc., as mandated by the State of Missouri, for the Missouri Assessment Program End of Course (MAP EOC) tests as scheduled on the District's school calendar. Cost includes purchase of online tests and scoring services from Questar Assessment Inc. for the 2012-2013 school year at a cost not to exceed \$25,000.00.

BACKGROUND: The MAP EOC is the state-mandated test used as the measure for Adequate Yearly Progress (AYP) in secondary schools, as a part of No Child Left Behind (NCLB), and also for the Annual Performance Report (APR), used for District accreditation.

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: 984-00-110-2822-6412	GOB	Requisition #:
Amount: \$25,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$25,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600014534

Department: Accountability

Requestor:

Bertha V. Don

Angela Banks

Angela Banks, Budget Director

Enos Moss

Enos Moss, CFO/Treasurer

Cleopatra Figgures

Dr. Cleopatra Figgures, Dep. Supt., Accountability

Dr. Kelvin R. Adams

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final x Quarterly <input type="checkbox"/>		Report Date: May 18, 2012
Dept / School: Accountability/Assessment		Reported By: Bertha Doar
Vendor: Questar Assessment Inc.		Vendor #: 600014534
Contract # / P.O. #: 4500157763		Contract Name: MAP EOC
Contract Amount: \$ 25,000.00		Award Date: 6/30/2011
Purpose of Contract (Brief Description): Norm Reference Assessment; results used for academic program and grant evaluation		
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 X 3 2 1	
Timeliness of Delivery or Performance	5 X 3 2 1	
Business Relations	5 X 3 2 1	
Customer Satisfaction	5 X 3 2 1	
Cost Control	5 X 3 2 1	
Average Score	4.0	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"/>		



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Dr. Bertha Doar	Date: 5/18/12
	Phone Number: 345-2360
<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)	
End of Course Assessments for High Schools; State Assessment required for Accreditation and NCLB compliance	
Vendor Name: Questar	Email:
Vendor Contact: Assessment Office	Phone Number: 800-571-2545
Justification Information	
1. Why the uniquely specified goods are required?	
State required for accreditation and NCLB compliance	
2. Why good or services available from other vendors /competitors are not acceptable?	
State required for accreditation and NCLB compliance	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
State required for accreditation and NCLB compliance	
4. List the Names of other Vendors contacted & Price Quotes:	
None	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
Department Head	Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

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

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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



BOARD RESOLUTION

Date: May 30, 2012

Agenda Item : 06-26-12-83

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-30-11-37

Prior Year Cost \$25,000.00

SUBJECT: To approve a sole source purchase from CTB/McGraw-Hill, as mandated by the State of Missouri, for the Grade Level Assessment (MAP GLA) tests as scheduled on the district's school calendar. Cost includes purchase of test booklets/scoring/reporting services from CTB/McGraw-Hill ifor the 2012-2013 school year, at a cost not to exceed \$35,000.00.

BACKGROUND: The MAP Grade Level assessment is the state-mandated test used as the measurement for Adequate Yearly Progress (AYP) in elementary and middle schools, as a part of No Child Left Behind (NCLB), and also required for the Annual Performance Report (APR), used for District accreditation.

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: 984-00-110-2822-6319	GOB	Requisition #:
Amount: \$35,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$35,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600000498

Department: Accountability

Requestor:

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Cleopatra Figgures, Dep. Supt., Accountability

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final x Quarterly <input type="checkbox"/>		Report Date: 5/25/10
Dept / School: Accountability/Assessment		Reported By: Bertha Doar
Vendor: CTB McGraw/Hill		Vendor #: 600000498
Contract # / P.O. #: 4500157730		Contract Name: MAP GLA
Contract Amount: \$ 35,000.00		Award Date: 6/30/11
Purpose of Contract (Brief Description):		
Norm Reference Assessment; results sued for academic program and grant evaluation		
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 X 3 2 1	
Timeliness of Delivery or Performance	5 X 3 2 1	
Business Relations	X 4 3 2 1	
Customer Satisfaction	X 4 3 2 1	Company is very responsive to concerns
Cost Control	X 4 3 2 1	Delivery of state elementary test materials is timely and efficient.
Average Score	4.6	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> <p style="text-align: center;">Please Check Yes X No</p>		



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Dr. Bertha Doar	Date: 5/18/12
	Phone Number: 345-2360
<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)	
MAP Grade Level Assessments for Elementary and Middle Schools; State Assessment required for Accreditation and NCLB compliance	
Vendor Name: CTB McGraw/Hill	Email:
Vendor Contact: Assessment Office	Phone Number: 800-544-9868
Justification Information	
1. Why the uniquely specified goods are required?	
State required for accreditation and NCLB compliance	
2. Why good or services available from other vendors /competitors are not acceptable?	
State required for accreditation and NCLB compliance	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
State required for accreditation and NCLB compliance	
4. List the Names of other Vendors contacted & Price Quotes:	
None	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
Department Head	Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

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

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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

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



BOARD RESOLUTION

Date: May 30, 2012

Agenda Item : 06-26-12-81

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Purchase of Good (s)

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

Previous Board Resolution # 06-30-11-35

Prior Year Cost \$50,000.00

SUBJECT: To approve a sole source purchase from American College Testing (ACT) for the EXPLORE and PLAN tests to include test booklets and score reports for the 2012 - 2013 school year in amount not to exceed \$60,000.00.

BACKGROUND: Administered at grades 9 and 10 respectively, the EXPLORE and PLAN assessments address the MSIP Standard 9.6 (ACT calculation). The results of the tests are: 1) used to inform programs and services aligned to the Career Education and Advanced Courses Standards (9.4); 2) essential elements for high school career planning; and 3) prediction for future student performance on the ACT.

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: 984-00-110-2822-6412	GOB	Requisition #:
Amount: \$60,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$60,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600002303

Department: Accountability

Requestor:

Bernita D. Dow

Cleopatra Figgures

Dr. Cleopatra Figgures, Dep. Supt., Accountability

Angela Banks

Angela Banks, Budget Director

Enos Moss

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Bertha Doar	Date 05/18/2012
Department / School: Accountability/Assessment	Phone Number: 345-2360
<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)	
ACT EXPLORE and PLAN testing at grades 9 and 10 respectively and ACT DCST and Online instruction at Grade 11 and as scheduled on the District's school and test calendards, including the purchase of test booklets and score reports from ACT, Inc.	
Vendor Name: ACT, INC	Email: Phillip.Daniel@act.org
Vendor Contact: Assessment Office	Phone Number: General 800-553-6244 x1892 or Mr. Daniel 847-634-2560
Justification Information	
1. Why the uniquely specified goods are required?	
Address the MSIP Standard 9.6 (ACT calculations). The results of the tests are used to inform programs and services aligned to the Career Education Standard 9.4 and are essential elements for high school career planning, and prediction of future student performance on the ACT.	
2. Why good or services available from other vendors /competitors are not acceptable?	
State required for accreditation and MSIP calculations	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
State required for accreditation and MSIP calculations	
4. List the Names of other Vendors contacted & Price Quotes:	
None	
<i>I certify the above information is true and correct and that I have no financial, personal or other beneficial interest in the specified vendor.</i>	
Your sole source request will not be approved without the required signatures below:	
Department Head	Date
CFO	Date
Superintendent	Date

Sole Source Checklist

1. Check one of the following:

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

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

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

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

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

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

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

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

- Document a search for additional suppliers

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

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

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

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

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

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

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

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

- Sole supplier (i.e. Regional Distributor)

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

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

- Complete Emergency Purchase Form

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

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



BOARD RESOLUTION

Date: May 29, 2012

Agenda Item : 06-26-12-85

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)

RFP/Bid # 028-1112

SUBJECT: To approve the purchase of athletic equipment (including 72 football helmets) and uniforms for the high school sports programs for the 2012-2013 school year from the selected vendors as determined by the responses to the Referenced RFP. The cost of the combined purchase will not exceed \$110,000.00.

BACKGROUND: The equipment and uniforms included in the RFP are for all the boys and girls sports for the 2012-13 sports seasons. The selected vendors are: Johnny Mac Sporting Goods, Curt Smith Sporting Goods, Riddell/All American, and BSN Sports.

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: 833-00-110-1422-6411	GOB	Requisition #:
Amount: \$110,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$110,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: Various

Department: Public High League

Requestor: Martin Jenkins

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

[Signature] 5/31/2012
Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks, Budget Director

[Signature]
[Signature]

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Board Resolution

Date: May 29, 2012

Agenda Item: 06-26-12-86

To: Dr. Kelvin R. Adams, Superintendent

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

Action: X

Action to be Approved:
X Purchase a Good/Service

Other Transaction Descriptors: Bid

SUBJECT:

To approve a purchase from Universal Business Supply to purchase the Speck Brand iPad covers for District use. The purchase will be made during the period July 1, 2012 to June 30, 2012 at a cost not to exceed \$80,000.00.

BACKGROUND:

Universal Business Supply is an SLPS vendor that is used for purchasing business supplies and other products. This resolution is to be used to purchase Speck iPad covers for the 2012-13 school year. This product was bid in support of Board Resolution 03-13-12-22 and Universal Business Supply was the low bidder for this product.

The cover available from Apple, Inc. is more expensive and does not provide the necessary protection for student use of the iPads.

A TOTAL OF 3,250 IPAD COVERS WILL BE PURCHASED

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy:

III.B.

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

Fund Source:	Various	Non GOB	Requisition #:
Amount:	\$ 80,000.00		
Fund Source:	- - - -		Requisition #:
Amount:			
Fund Source:	- - - -		Requisition #:
Amount:			
Cost not to Exceed:	\$ 80,000.00	<input checked="" type="checkbox"/>	Pending Funding Availability Vendor #: 600007542

Department: Information Technology Services

Angela Banks, Budget Director

Cheryl VanNoy, Exec. Dir., Technology Services

Eric Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: May 29, 2012

Agenda Item : 06-16-11-20

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Dr. Nicole Williams, Dep. Supt., Academics

Action to be Approved: **Contract Amendment**

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

Previous Board Resolution # 06-16-11-20

Current Contract Cost \$400,000

ADDED ITEM

SUBJECT: To approve the amendment of a contract with Blue Hills Community Services originally approved under Board Resolution Number 06-16-11-20, to increase the total dollar limitation by \$232,755.00. The original approved dollar limitation of \$400,000 was not sufficient to cover the costs of the entire school year. If this request is granted, the total dollar amount for this contract will now be \$632,755.00 for the current fiscal year.

BACKGROUND: Federal law requires a set a side amount to fund non-public schools in Title II-A (Professional Development) programs. Due to the extensive measures in dispersing these funds, it was determined that a third party contractor was a fiscally positive action.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.A.1

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

Fund Source: 814-YJ-622-3314-6312	Non-GOB	Requisition #:
Amount: \$232,755.00		
Fund Source:		Requisition #:
Amount: \$		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$232,755.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600013326

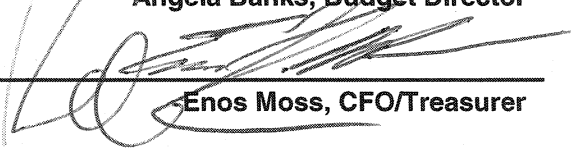
Department: State and Federal Program

Requestor:


Dr. Diane Cox., Exec. Dir., School Improvement

 6/4/2012
Dr. Nicole Williams, Dep. Supt., Academics


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Requisition #: _____

Vendor #: _____

CONTRACTOR SERVICE AGREEMENT
BETWEEN

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

AND

"BLUE HILLS COMMUNITY SERVICES"

THIS CONTRACTOR AGREEMENT ("Agreement") is made and entered into as of the 1st day of July 2011, 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 "**Blue Hills Community Services**" (hereinafter "Contractor"), a Missouri Corporation organized and existing under the laws of the state of Missouri, and licensed to do business in the City of St. Louis, Missouri. The taxpayer identification number, address, contact person, and telephone number for the Contractor is as follows:

Taxpayer Identification Number: 51-0141323

Address: 3101 Broadway, Suite 770, Kansas City, MO 64111

Contact Person: Joanne Bussinger

Telephone Number: (816) 333-7870, extension 220

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

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

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

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

1. **TERM:** The Contractor shall commence performance of this Agreement on the **1st Day of July, 2011**, and shall complete performance to the satisfaction of the District, as herein determined, no later than the **30 Day of September, 2012**.
2. **SCOPE OF SERVICES:** The Contractor shall provide services described more fully in Attachment "A" Scope of Services attached hereto, incorporated herein, and made a part of this Agreement ("Scope of Services" or "Services").
3. **PERFORMANCE:** The Contractor agrees to perform the Services set forth herein in Attachment "A" in a competent and professional manner as determined by the District. The Contractor shall be and shall remain fully responsible for the quality and accuracy of

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

4. **COMPENSATION:** The District shall compensate the Contractor for the work outlined in the Scope of Services not to exceed the amount of \$ 400,000.00 upon full completion of services outlined in the scope of services.

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

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

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

3. RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES

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

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

9. CONFIDENTIALITY

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

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

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

- d. **Exceptions to Confidentiality Obligations.** Notwithstanding the foregoing, the Contractor's obligations of confidentiality will not include information which:
 - i. at the time of disclosure was in the public domain;
 - ii. after such disclosure, immediately becomes generally available to the public other than through any act or omission of the Contractor or its Personnel; and
 - iii. is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such disclosure is furnished to the District in a timely manner in order to afford the District the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.

- e. **Remedies for Disclosure.** The Contractor understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this article may result in the District seeking injunctive relief. The Contractor agrees to give prompt notice to the District of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as requested by the District to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information. All steps taken by the Contractor relating to remedy shall be at its sole expense.

- f. **Return of Confidential Information.** After expiration or termination of this Agreement, the Contractor must return all confidential information given to or generated by the Contractor hereunder within five (5) days of the District's written request. The Contractor agrees that it will comply with the District's instructions regarding the return or disposition of its confidential information, including any copies or reproductions.

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

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

14. **TERMINATION**

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

- b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for ten (10) days following receipt of written notice from the objecting party. In the event that this Agreement is terminated under this Article, the rights and remedies of either party provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies which either party may be entitled to pursue in the event of a breach of this Agreement as provided by law or under the terms and conditions of this Agreement. The Contractor will be compensated for only those services satisfactorily provided through cure date end.
 - c. **Effect of Termination on the Parties Obligations.** Upon termination of this Agreement for any reason, the parties shall have no further obligations under this Agreement, except as expressly set forth in this Agreement.
 - d. **Return of Documentation.** Upon the expiration or termination of this Agreement, the Contractor shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Contractor hereunder.
15. **GOVERNING LAW – JURISDICTION** This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the City of St. Louis, Missouri. Any legal action relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the City of St. Louis, Missouri. The parties expressly agree that no action concerning this Agreement, or an alleged breach thereof, may be commenced anywhere but the City of St. Louis, Missouri.
16. **REPORTING** During the term of this Agreement, Contractor shall report to, and confer with, **M. Diane Cox** and/or her designee on regular basis, and as may be reasonably requested, concerning the Services performed by Contractor and issues related to the Services. Contractor also agrees to meet and confer with other Board administrators, officers and employees as directed or as may be necessary or appropriate.
17. **ASSIGNMENT** This Agreement may not be assigned by Contractor without the prior written authorization of the Board, which authorization the Board may withhold in its sole discretion.
18. **ENTIRE AGREEMENT** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supercede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.

19. **MODIFICATION** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties
20. **NOTICE** Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or via a nationally recognized overnight courier service and addressed:

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

To Contractor: Joanne Bussinger
Blue Hills Community Services
3101 Broadway, Suite 770
Kansas City, MO 64111
Legal Notice Enclosed

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

21. **WAIVER** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.
22. **SEVERABILITY** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
23. **HEADINGS** The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.
24. **COUNTERPARTS** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
25. **BINDING EFFECT** The Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the

benefit of and be binding upon the successors and permitted assigns of the respective parties.

- a. **Special Administrative Board Approval.** It may be necessary to obtain the approval of the Special Administrative Board (hereinafter "SAB" or "Board") for this Agreement. If so, the Contractor understands and agrees that the obligations of the District are conditioned upon, and subject to, such approval. The District will promptly notify the Contractor of the approval or disapproval of the SAB. The Contractor 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 Contractor. 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 Contractor understands and agrees that the obligations of the District are conditioned upon, and subject to, such execution. The Contractor understands that the District shall not be obligated to compensate it for any services provided prior to the execution of this Agreement and performance of such services hereunder shall be at the sole risk and liability of the Contractor.
26. **RIGHTS CUMULATIVE** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies which such party may have, whether by present or future law or pursuant hereto, and each party shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or other remedy without thereby waiving or being barred or stopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.
27. **CONTRACTOR REPRESENTATIONS** Contractor acknowledges and represents that (i) Contractor is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder (ii) the entering into this Agreement has been duly approved by the Contractor, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Contractor and to bind Contractor to the terms hereof, and (iv) Contractor will comply with all State, Federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Contractor also agrees to abide by all applicable Board policies and regulations.
28. **INDEPENDENT CONTRACTOR** The Board and Contractor agree that Contractor will act for all purposes as an independent contractor and not as an employee, in the performance of Contractor's duties under this Agreement. Accordingly, Contractor shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Contractor's services in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax,

unemployment insurance taxes, and any other taxes. In addition, Contractor's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the Board. Contractor shall have no authority to assume or incur any obligation or responsibility, or make any warranty for, on behalf of the Board, or to attempt to bind the Board except with prior written authorization from the Board. Contractor shall pay all costs of conducting its activities hereunder, including all compensation to employees of Contractor.

29. CONTRACTOR'S PERSONNEL

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

to inappropriate behavior with children in any project, program, and/or location of services of the Contractor. The District will receive notice of any Personnel so removed or terminated. The Contractor will select, hire, and train replacement Personnel within fifteen (15) days of a vacancy on the District's account, all without any additional cost to the District. Within three (3) days of a written request by the District, the Contractor agrees to provide written confirmation that the background checks on all Personnel hereunder reflected no negative findings and said Personnel passed the background checks and are, therefore, eligible to provide services under this Agreement.

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

30. **OWNERSHIP OF COMPLETED SERVICES** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Contractor Services under this Agreement shall vest in and are hereby assigned to the Board. Except as provided in this Agreement, Contractor shall retain no right, ownership or title in the Services including all deliverables and all materials or information arising from this Agreement, or any related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product. Contractor acknowledges that any copyrightable works prepared by Contractor under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the Board, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the Board for whatever use it desires, and nothing contained herein shall be deemed to constitute a mere a license or franchise in the Board.

31. **INFRINGEMENT** Contractor warrants to the Board that Contractor, in connection with performing the Services, will not infringe any patent, trademark, copyright, trade secrets, confidential information or any other proprietary right of any person. Contractor further represents and warrants to the Board that neither Contractor or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.

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

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

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

Board Resolution # _____, attached hereto.

Or

Other. Please describe and attach appropriate documentation

Or under \$5,000

Emergency Request

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

(See attached Scope of Services for Details)

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

JOANNE BUSSINGER
BLUE HILLS COMMUNITY SERVICES
3101 BROADWAY, SUITE 770
KANSAS CITY, MO 64111

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

By: Joanne Bussinger

Title: Contractor

Date: _____

Tax I.D. No 51-0141323

By: [Signature]

Title: Supt

Date: 7/5/2011

ATTACHMENT A

SCOPE OF SERVICES

Contractor Services

- a. Shall develop and implement guidelines for private school student, teacher and other educational personnel participation in accordance with the Uniform Provisions of Title IX of the Act.
- b. Shall consult with private school officials during the design and implementation of an equitable program designed to meet the needs of eligible private school students, teachers and other educational personnel.
- c. Shall consult with private school officials during the design and development of programs under the Act as relates to: i) identification of student/child needs; ii) types of services offered; iii) how, where, and by whom services shall be provided; iv) the size and scope of the equitable services provided and v) delivery mechanisms for said services.
- d. Shall assume responsibility for all planning, implementation, and monitoring of high quality professional development activities by private schools to ensure compliance with requirements of Title II, Part A and §§9501-9504 of the Uniform Provisions of Title IX of the Act.
- e. Shall be responsible for creating and maintaining all records, compliance reports, documents, notes and any other documentation required under the Act as relates to Title II.A services provided pursuant to this Agreement.
- f. Shall provide SLSD with quarterly program progress reports beginning on the Effective Date of this Agreement that shall detail each school's participation in professional development activities approved by Blue Hills Community Services including corresponding completion dates, and an accounting of all consultations with private school as required by the Act.

All services shall be performed in accordance with the terms and conditions of this Agreement, the requirements of Title II.A and Title IV.A, and §§9501-9504 of the Uniform Provisions of Title IX of the Act. All services that are reasonably inferable in or incident to providing the comprehensive objective hereunder shall be included and performed as if they were detailed under the above scope.

Blue Hills Community Services shall be subject to the direction of the District only as to the type of services to be rendered and not to the means and details for accomplishing the results; such end results to be consistent with the District's intent.

Blue Hills Community Services shall ensure that its personnel provide only those services as specified under this Agreement and for which they are qualified to perform. Blue Hills Community Service agrees that its personnel shall have all necessary knowledge, materials, and equipment required to conduct the services outlined hereunder in order to achieve the successful completion of this Agreement.

Insurance Coverage

Comprehensive General Liability:	\$1,000,000 per occurrence
Automotive Liability:	\$300,000 per occurrence
Workers Compensation:	\$0

Employer's Liability: \$0
Other: \$0

PAYMENT SCHEDULE

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

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

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

FOR OFFICE USE ONLY

Vendor# _____

Requisition# _____

Purchase Order # _____

Board Resolution# _____



BOARD RESOLUTION

Date: May 17, 2011

To: Dr. Kelvin R. Adams, Superintendent

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

Agenda Item: 06-16-11-20

Information:

Action:

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 07-22-10-04

Prior Year Cost \$650,000.00

SUBJECT: To approve a contract renewal with Blue Hills Community Services for disbursement of funds to non-public schools for Title II-A programs. Estimated costs are based on 8% management fees and the payment of Professional Development services received for total reimbursable expenditures incurred by non-public schools. The total cost will not exceed \$400,000 for the period October 1, 2011 through September 30, 2012.

BACKGROUND: Federal law requires a set a side amount to fund non-public schools in Title II-A (Professional Development) programs. Due to the extensive measures in dispersing these funds, it was determined that a third party contractor was a fiscally positive action.

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: 859-YJ-621-2214-6312	Non-GOB	Requisition #:
Amount: \$400,000.00		
Fund Source: 814-T3-621-2214-6312	Non-GOB	Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$400,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600013326

Department: State and Federal Program

Dr. Diane Cox, Director, State and Federal Program

Dr. Carlinda Purcell, Dep. Supt., Academics

Angela Banks, Budget Director

Engos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: May 13, 2011
Dept / School: State & Federal Programs		Reported By: D. Cox
Vendor: Blue Hills Community Services		Vendor #: 600013326
Contract # / P.O. #: 4500153197		Contract Name: Blue Hills Community Services
Contract Amount: \$ \$650,000		Award Date: July 22, 2010
Purpose of Contract (Brief Description): Blue Hills serves as third party vendor to process professional development requests related to Title II and activities related to Title IV funds allocated to non-public schools.		
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 X	
	2	
	1	
Timeliness of Delivery or Performance	5	
	4	
	3 X	
	2	
	1	
Business Relations	5	
	4	
	3 X	
	2	
	1	
Customer Satisfaction	5	
	4	
	3 X	
	2	
	1	
Cost Control	5	
	4	
	3 X	
	2	
	1	
Average Score	3	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period. <p style="text-align: right;">Please Check Yes X No <input type="checkbox"/></p>		



Board Resolution

Date: June 21, 2012

Agenda Item: 07-10-12-01

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Nicole Williams, Dep. Supt., Academics

Action: X

Action to be Approved:

Other Transaction Descriptors: 0

X Acceptance of Funds/Funding
Prior Resoluion # 05-17-12-07
Funds Received \$200,000.00

SUBJECT:

To approve the acceptance of the second installment of funds from the Community Development Administration (CDA) in the amount of \$172,000.00.

BACKGROUND:

The Board at its May 17, 2012 meeting ratified acceptance of the first installment of this grant in the amount of \$200,000. The funds support the Community Education Programs for the calendar year January 1, 2012 through June 30, 2012. The total amount of this grant is now \$372,000.

Accountability Plan Goal: Goal IV: Parent, Community Involvement Objective/Strategy: IV4.A. & IV4.B

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

Fund Source: 827 - 00 - 262 - 1671 -	Non GOB	Requisition #:
Amount: \$ 172,000.00		
Fund Source: - - - -		Requisition #:
Amount:		
Fund Source: - - - -		Requisition #:
Amount:		
Cost not to Exceed: \$ 172,000.00	<input type="checkbox"/>	Pending Funding Availability Vendor #:

Department: Community Education

John Windom
John Windom, Exec. Dir., Community Education

Angela Banks
Angela Banks, Budget Director

Enos Moss
Enos Moss, CFO/Treasurer

Dr. Nicole Williams 6/18/2012
Dr. Nicole Williams, Dep. Supt., Academics

Dr. Kelvin R. Adams
Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: June 20, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Althea Albert-Santiago, Director, Food Service

Agenda Item : 07-10-12-02

Information:

Action:

Action to be Approved:

Contract Extension/Amendment

Previous Board Resolution # 06-30-11-11

Cost \$245,674.00

Other Transaction Descriptors:

(i.e.: Sole Source, Ratification)

SUBJECT: To approve the acceptance of an additional \$18,000 from the Missouri Department of Elementary and Secondary Education (DESE), School Food Services, for the Fresh Fruit and Vegetable Program for the 2011-12 school year. The total amount received will be \$263,674.00.

BACKGROUND: Fifteen schools have participated in the program this year.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: IV.A.

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

Fund Source: Fund 510	Non-GOB	Requisition #:
Amount: \$18,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Lease Proceeds: \$18,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Food Services

Althea Albert-Santiago, Director, Food Services

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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Board Resolution

Date: June 20, 2012

Agenda Item: 07-10-12-23

To: Dr. Kelvin R. Adams, Superintendent

From: Dr. Nicole Williams, Dep. Supt., Academics

Action: X

Action to be Approved:
X Purchase a Good/Service

Other Transaction Descriptors: 0

SUBJECT:

To approve the expenditure of up to \$72,500.00 to support the 2012/2013 Back to School Fair. All applicable laws and District policies in the expenditures of the requested funds will be followed.

BACKGROUND:

The Back to School Fair has been held annually in recent years two weeks prior to the opening day of school to retain and recruit students and to assure maximum enrollment on the first day. The Fair will be held Saturday, August 4, 2012 at Chaifetz Arena. The funds will be spent on the Arena, backpacks, supplies, and other professional services.

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

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

Fund Source:	827 - U4 - 110 - 1663 - Var	GOB	Requisition #:
Amount:	\$ 72,500.00		
Fund Source:	- - - -		Requisition #:
Amount:			
Fund Source:	- - - -		Requisition #:
Amount:			
Cost not to Exceed:	\$ 72,500.00	<input type="checkbox"/>	Pending Funding Availability Vendor #:

Department: Community Education

Angela Banks, Budget Director

John Windom, Exec. Dir., Community Education

Enos Moss, CFO/Treasurer

6/19/2012
Dr. Nicole Williams, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent



Board Resolution

Date: June 20, 2012

Agenda Item: 07-10-1204

To: Dr. Kelvin R. Adams, Superintendent

From: Deanna J. Anderson, Exec. Dir., Transportation

Action: X

Action to be Approved:

Other Transaction Descriptors: _____

X Contract
Previous Board Resolution
Prior Year Cost

06-30-11-65
\$ 21,802,797.96

SUBJECT:

To approve the FY12-13 contract budget for transportation services with First Student, Inc. in an amount not to exceed \$20,920,785, which includes \$450,000 for Metro bus passes. This contract is for the period beginning July 11, 2012 and ending June 30, 2013.

BACKGROUND:

This contract was negotiated and approved by the Board to agree to terms for a contract extension/continuation. The Board gave its approval under Board Resolution 02-16-12-33. See attached.

Accountability Plan Goal: Goal III: Facilities, Resources Support

Objective/Strategy:

III.F.

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

Fund Source: 918 - 00 - 110 - 2551 - 6341	GOB	Requisition #:
Amount: \$ 16,695,785.00		
Fund Source: 918 - 00 - 110 - 2558 - 6342	GOB	Requisition #:
Amount: \$ 1,275,000.00		
Fund Source: 918 - WH - 111 - 2551 - 6341	GOB	Requisition #:
Amount: \$ 2,500,000.00		
Fund Source: 918 - 00 - 110 - 2558 - 6349	GOB	Requisition #:
Amount: \$ 450,000.00		
Cost not to Exceed: \$ 20,920,785.00	<input checked="" type="checkbox"/>	Pending Funding Availability Vendor #: 600004273

Department: Transportation

Deanna J. Anderson, Exec. Dir., Transportation

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 05/18/12
Dept / School: Transportation		Reported By: Deanna Anderson
Vendor: First Student		Vendor #: 600004273
Contract # / P.O. #: 4500158620		Contract Name: Student Transportation
Contract Amount: \$21,802,797.96		Award Date: June 30, 2011
Purpose of Contract (Brief Description): To provide transportation services for students.		
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 X 3 2 1	
Timeliness of Delivery or Performance	5 4 X 3 2 1	
Business Relations	5 X 4 3 2 1	
Customer Satisfaction	5 4 X 3 2 1	
Cost Control	5 X 4 3 2 1	
Average Score	4.4	
<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> <p style="text-align: center;">Please Check Yes X No <input type="checkbox"/></p>		

**Background Information for Transportation Budget
First Student Transportation Provider
June 11, 2012**

On March 13, 2012, the Special Administrative Board approved Resolution Number 02-16-12-33 authorizing the District to agree to terms for a contract extension/continuation with First Student, Inc. that will start July 11, 2012 and continue through FY16-17 pending availability of funds. For the FY12-13 school year (including summer school), First Student agrees to provide the following:

- Routing and scheduling services which will include First Planning Solutions-Again
- Call Center information services
- First Student Safety Officers assigned to schools
- Transportation services for District schools, field trips, sports activities, and other special events
- Dedicated phone lines for Principals and parents
- Distribution of communication regarding route changes to schools, Principals, and parents
- Two digital cameras on every bus with a 24 hour turn around to Principals when copy of tape is requested
- Two way radio communication to all drivers and First Student Safety Officers
- Real time GPS with real time reporting and better mapping
- Centralized charter/field trip reservation center
- Regional management team located in St. Louis
- Safety and Customer Service Training
- Reduced rates to near FY2007-2008 levels (amounts to a 7% reduction on most services and a 12% reduction on activity bus runs)
- Vehicle maintenance and monitoring system
- Excess cost will not exceed 2 hours on any bus

Over 70% of the students in the St. Louis Public School District are eligible for transportation services. The above services and amenities represent a savings of \$832,000 from FY11-12 to FY12-13. It is recommended that the Special Administrative Board approve the one (1) year agreement with First Student for FY12-13 with a transportation budget not to exceed \$20,920,785 (includes \$2.5M from the Deseg agreement and \$450,000 for Metro bus passes).



Board Resolution

Date: June 15, 2012

Agenda Item: 07-1062-05

To: Dr. Kelvin R. Adams, Superintendent

From: Enos K. Moss, CFO/Treasurer

Action: X

Action to be Approved:
 Financial Report

Other Transaction Descriptors: _____

SUBJECT:

To approve the Monthly Board Transaction Report for May 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		<input type="checkbox"/>	Pending Funding Availability		Vendor #:

Department: Finance

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent

Monthly Budget Report
Dates: 05-01-2012 - 05-31-2012
Fiscal Year: 2011 - 2011

110-TEACHERS FUND

1 SAP Hierarchy Doc #: 0501853888
SAP Entry Doc #: 0501853850

From: 120-1411 - 816-FY-120 - 6143 357.00-
To: 110-2331 - 816-00-110 - 6342 357.00

Control No: B1112-1419

From Amount: 357.00-

To Amount: 357.00

Text: To cover costs for buses for Urban Debate activities

2 SAP Hierarchy Doc #: 0501853953
SAP Entry Doc #: 0501853915

From: 120-1411 - 816-FY-120 - 6143 900.00-
To: 110-2331 - 816-00-110 - 6384 900.00

Control No: B1112-1432

From Amount: 900.00-

To Amount: 900.00

Text: To cover cost for meals for Urban Debate program March 30 - 31, 2012

3 SAP Hierarchy Doc #: 0501852778
SAP Entry Doc #: 0501852740

From: 120-1411 - 670-55-120 - 6143 1,378.08-
To: 110-2411 - 670-00-110 - 6411 178.08
110-2411 - 670-00-110 - 6363 350.00
110-2411 - 670-00-110 - 6384 850.00

Control No: B1112-1414

From Amount: 1,378.08-

To Amount: 1,378.08

Text: Moving unused extra service funds to the appropriate line items to cover graduation expenses

ST. LOUIS BOARD OF EDUCATION
Monthly Budget Report
Dates: 05-01-2012 - 05-31-2012
Fiscal Year: 2011 - 2011

4 SAP Hierarchy Doc #: 0501853929
SAP Entry Doc #: 0501853891

From:	110-2218	- 981-00-110	- 6441	60,000.00-
	110-2218	- 981-00-110	- 6443	10,000.00-
To:	110-2828	- 981-00-110	- 6443	70,000.00
Control No:	E1112-1424			
From Amount:	70,000.00-			
To Amount:	70,000.00			

Text: To cover upcoming purchase of add'l desktop computers for the district.

5 SAP Hierarchy Doc #: 0501853930
SAP Entry Doc #: 0501853892

From:	110-2223	- 981-L3-110	- 6319	25,000.00-
	110-2223	- 981-L3-110	- 6441	25,000.00-
To:	110-2828	- 981-00-110	- 6443	50,000.00
Control No:	E112-1425			
From Amount:	50,000.00-			
To Amount:	50,000.00			

Text: To cover upcoming purchase of add'l desktop computers for the district.

Monthly Budget Report

Dates: 05-01-2012 - 05-31-2012

Fiscal Year: 2011 - 2011

120-INCIDENTAL

1 SAP Hierarchy Doc #: 0501852763
SAP Entry Doc #: 0501852725

16,000.00-
16,000.00

- 6371
- 6143

110-2522 - 820-00-110
120-1411 - 186-55-120

Control No: B1112-1399

From Amount: 16,000.00-

To Amount: 16,000.00

Text: Moving funds to support Sup. approved extra service for performing arts staff at Central VPA

Monthly Budget Report
Dates: 05-01-2012 - 05-31-2012
Fiscal Year: 2011 - 2011

232-Title I IASA 11-12

1 SAP Hierarchy Doc #: 0501853955
SAP Entry Doc #: 0501853917

From:	232-1256	-	814-A2-232	-	6312	532,185.89-
TO:	232-1127	-	814-AM-232	-	6541	173,109.00
	232-1127	-	814-AM-232	-	6443	359,076.89

Control No: B1112-1434

From Amount: 532,185.89-

TO Amount: 532,185.89

Text: Transfer to cover purchases for the 3rd grade ipad initiative

2 SAP Hierarchy Doc #: 0501855435
SAP Entry Doc #: 0501855397

From:	232-2336	-	822-RM-232	-	6386	1,510.70-
TO:	232-2336	-	822-RM-232	-	6383	1,510.70

Control No: B1112-1454

From Amount: 1,510.70-

TO Amount: 1,510.70

Text: CONFERENCE: Summer Legislative Leadership Conference // LOCATION:
Alexandria, VA // DATE: June 24 - 27, 2012 // ATTENDEES: Deidra
Thomas-Murray

Monthly Budget Report
Dates: 05-01-2012 - 05-31-2012
Fiscal Year: 2011 - 2011

272-PL 94-142 SPED 1112

1 SAP Hierarchy Doc #: 0501855462
SAP Entry Doc #: 0501855424

From: 272-1232 - 828-00-272 - 6311 754.70-
To: 272-1232 - 828-00-272 - 6383 149.60
272-1232 - 828-00-272 - 6384 605.10

Control No: B1112-1486

From Amount: 754.70-
To Amount: 754.70

Text: CONFERENCE: Educational Surrogate Training // LOCATION: Jefferson
City, MO // DATE: 05/08/12 // ATTENDEE: Cheryl Steed

2 SAP Hierarchy Doc #: 0501852749
SAP Entry Doc #: 0501852711

From: 272-2132 - 828-00-272 - 6319 2,335.29-
To: 272-2332 - 828-00-272 - 6411 83.99
272-2332 - 828-00-272 - 6384 453.23
272-2332 - 828-00-272 - 6383 1,798.07

Control No: B1112-1386

From Amount: 2,335.29-
To Amount: 2,335.29

Text: Funds for meeting expenses, supplies and travel

3 SAP Hierarchy Doc #: 0501855463
SAP Entry Doc #: 0501855425

From: 272-1232 - 828-00-272 - 6384 605.10-
To: 272-1232 - 828-00-272 - 6383 149.60-
272-2332 - 828-00-272 - 6383 149.60
272-2332 - 828-00-272 - 6384 605.10

Control No: B1112-1486

From Amount: 754.70-
To Amount: 754.70

Text: CORRECTION TO TRANSFER CONFERENCE: Educational Surrogate Training //
LOCATION: Jefferson City, MO // DATE: 05/08/12 // ATTENDEE: Cheryl

Monthly Budget Report

Dates: 05-01-2012 - 05-31-2012

Fiscal Year: 2011 - 2011

Steed

ST. LOUIS BOARD OF EDUCATION
Monthly Budget Report
Dates: 05-01-2012 - 05-31-2012
Fiscal Year: 2011 - 2011

AS OF 06-12-2012

909-CAP PROJ A/C 2009

1 SAP Hierarchy Doc #: 0501853933
SAP Entry Doc #: 0501853895

1,286,975.94-
1,286,975.94

- 6371
- 6522

909-2624 - 905-HE-909
909-2624 - 524-HE-909

Control No: B1112-1428
From Amount: 1,286,975.94-
To Amount: 1,286,975.94

Text: Transfer to cover air conditioning project for Mallincrodt Elementary School.

ST. LOUIS BOARD OF EDUCATION
 Monthly Budget Report
 Dates: 05-01-2012 - 05-31-2012
 Fiscal Year: 2011 - 2011
 Fund Summary - Transfers Only

Fund Total From 110-INCIDENTAL	:	136,000.00-
To 110-INCIDENTAL	:	122,635.08
Fund Total From 120-TEACHERS FUND	:	2,635.08-
To 120-TEACHERS FUND	:	16,000.00
Fund Total From 232-Title I IASA 11-12	:	533,696.59-
To 232-Title I IASA 11-12	:	533,696.59
Fund Total From 272-PL 94-142 SPED 1112	:	3,844.69-
To 272-PL 94-142 SPED 1112	:	3,844.69
Fund Total From 909-CAP PROJ A/C 2009	:	1,286,975.94-
To 909-CAP PROJ A/C 2009	:	1,286,975.94
District Total From	:	1,963,152.30-
To	:	1,963,152.30



BOARD RESOLUTION

Date: June 20, 2012

Agenda Item : 07-12-12-06

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Enos Moss, CFO/Treasurer

Action to be Approved: Incentive Program

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

Previous Board Resolution # 06-30-11-32

Prior Year Cost \$260,000.00

SUBJECT: To approve the workers' compensation incentive program for the 2012-13 school year and the payment/pre-payment of incentives as determined under the terms of the program. The cost of the program will not exceed \$400,000. Funds paid under the program will be paid from the savings in workers' compensation claims cost generated by the program.

BACKGROUND: As described in the attached document, the workers' compensation incentive program is designed to be an incentive to staff in the District to exercise care in their daily activities and to avoid situations that could cause injury. The program is being supplemented with incentives to certain schools and groups of employees to continue their exemplary safety performance from the 11-12 year. The program has two potential payouts for each school, if the criteria are met. The first is a mid-year payout that would be a pre-payment of a portion of the total incentive offered to each school (to be paid to the schools that qualify on February 1). The end of year payout will be made to each school on or before August 1, 2013 based on their performance during the 2012-13 fiscal year and would be reduced by any pre-payment made on February 1.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.B.4.

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

Fund Source: 970-00-170-2514-6261	Non-GOB	Requisition #:
Amount: \$400,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$400,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Risk Management

Requestor: Kevin Coyne

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: June 20, 2012

Agenda Item : 07-10-12-07

To: Special Administrative Board

Action:

From: Dr. Kelvin R. Adams, Superintendent

Action to be Approved: School Openings

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

SUBJECT: To approve the opening of three Saint Louis Public School District's new schools for the 2012-2013 school session. The schools are as follows:

E499 - Academy of Environmental Science and Mathematics Elementary School

1008 S. Spring 63110 Grade Span: KG - 05

M325 - Academy of Environmental Science and Mathematics Middle School

1008 S. Spring 63110 Grade Span: 06 - 08

F150 - The College Preparatory High School @ Madison School

1118 S. 7th St. 63104 Grade Span 09 - 12

BACKGROUND: More than 3,800 students are expected to transfer to new schools as a result of the State Board of Education's decision on April 18, 2012 to close the Imagine charter schools due to poor academic performance and fiscal management. In an attempt to support the students and their families the District will open three schools with the intended purpose of providing another option for students and their families from the closed Imagine schools.

Accountability Plan Goals: Goal:

Objective/Strategy: I.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:	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Superintendent's Office

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Reviewed By: _____

Reviewed By: _____

Reviewed By: _____

June 19, 2012

Dr. Kelvin R. Adams
Superintendent of Schools
St. Louis City Schools
801 North 11th Street
St. Louis, MO 63101-1401

Dear Dr. Adams:

This is to confirm receipt of correspondence, dated June 15, 2012, regarding attendance centers at **St. Louis City Schools**. The following changes will be effective for the **2012-2013** school year.

115-115 St. Louis City Schools

- Add Building 6040 – Heritage Academy at Williams (PK-02)**
3955 St Ferdinand Ave
St. Louis, MO 63115
- Add Building 4990 – Academy of Env't'l Sci/Math Elementary School (K-05)**
1008 S Spring
St. Louis, MO 63110
- Add Building 3250 – Academy of Env't'l Sci/Math Middle School (06-08)**
1008 S Spring
St. Louis, MO 63110
- Add Building 1550 – The College Preparatory High School (09-12)**
1118 S 7th Street
St. Louis, MO 63104

Please contact Jocelyn Strand, Coordinator, School Improvement, for the potential impact to future federal accountability at MSIP@dese.mo.gov.

Please note that this information should be used in the completion of all Core Data and School Food Services reports. If you have any questions, please let us know.

Sincerely,



Tom Ogle, Director
School Core Data

c: Jocelyn Strand, School Improvement
Karen Wooton, School Foods Services
Tim Ricker, Area Supervisor
Julia Cowell, Federal Grants Management
Janet Duncan, Accountability Data



BOARD RESOLUTION

Date: June 20, 2012

Agenda Item: 07-10-12-08

To: Special Administrative Board

Action:

From: Dr. Kelvin R. Adams, Superintendent

Action to be Approved: School Opening

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

SUBJECT: To approve the opening of the St. Louis Public School District's **New Americans High School** program (9th – 12th grades) at the Gallaudet school building beginning with the 2012-13 school session. A separate resolution will be provided to address the reopening cost for the Gallaudet building.

BACKGROUND: The enrollment capacity of the program will be 250 English Language Learners for newcomers in grades 9th through 12th. The New Americans High School will be a full day school program. Students may enroll in grades 9-12 and remain at the school until graduation. The school will offer all the required graduation units. Electives will focus on STEM. Grades will be added incrementally, as detailed below:

2012-2013	At-Risk rising 8th graders	30 ELLs
	Newcomer 9th graders	50 ELLs
	At Risk 10th graders	20 ELLs
2013-2014	Add 11th grade	50 ELLs
2014- 2015	Add 12th grade	50 ELLs

Accountability Plan Goals: Goal:

Objective/Strategy: I.A

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

Fund Source: GOB		Requisition #:
Amount:		
Fund Source: Title III		Requisition #:
Amount:		
Fund Source: Refuge Impact Grant		Requisition #:
Amount:		
Cost not to Exceed: 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Superintendent's Office

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Reviewed By:

Reviewed By:

Reviewed By:

June 19, 2012

Dr. Kelvin R. Adams
Superintendent of Schools
St. Louis City Schools
801 North 11th Street
St. Louis, MO 63101-1401

Dear Dr. Adams:

This is to confirm receipt of correspondence, dated June 15, 2012, regarding attendance centers at **St. Louis City Schools**. The following changes will be effective for the **2012-2013** school year.

115-115 St. Louis City Schools

- Add Building 6040 – Heritage Academy at Williams (PK-02)**
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- Add Building 4990 – Academy of Env't'l Sci/Math Elementary School (K-05)**
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St. Louis, MO 63110
- Add Building 3250 – Academy of Env't'l Sci/Math Middle School (06-08)**
1008 S Spring
St. Louis, MO 63110
- Add Building 1550 – The College Preparatory High School (09-12)**
1118 S 7th Street
St. Louis, MO 63104

Please contact Jocelyn Strand, Coordinator, School Improvement, for the potential impact to future federal accountability at MSIP@dese.mo.gov.

Please note that this information should be used in the completion of all Core Data and School Food Services reports. If you have any questions, please let us know.

Sincerely,



Tom Ogle, Director
School Core Data

c: Jocelyn Strand, School Improvement
Karen Wooton, School Foods Services
Tim Ricker, Area Supervisor
Julia Cowell, Federal Grants Management
Janet Duncan, Accountability Data



BOARD RESOLUTION

Date: June 14, 2012

Agenda Item : 07-10-12-09

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Debra Falkiner, Director, Innovative Pathways

Action to be Approved: Policy Adoption/Change

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

SUBJECT: To approve the Student Code of Conduct Handbook for the 2012-13 school year.

BACKGROUND: Missouri Revised Statutes, Chapter 160, Section 160.261 requires the local board of education shall clearly establish a written policy of discipline.

Accountability Plan Goals: Goal I: Student Performance **Objective/Strategy:** A1


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

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


Department: Parent and Student Engage

Requestor: Debra J. Falkiner


Michael Haggen, Assoc. Supt., Office of Innovation

 6/15/2012
Dr. Nicole Williams, Dep. Supt., Academics


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: June 14, 2012

Agenda Item : 07-10-12-10

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Althea Albert-Santiago, Director, Food Service

Action to be Approved:
Memorandum of Understanding

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

SUBJECT: To approve a Memorandum of Understanding (MOU) with HOSCO, LLC. to provide urban agricultural training, healthy cooking and nutrition classes, and participate in the Health and Wellness Council. The MOU will be for the period July 1, 2012 to June 30, 2013.

BACKGROUND: HOSCO, LLC is an urban farming organization that works to build limited square footage, high yielding hydroponic, aeroponic and aquaponic greenhouses. As an SLPS partner they will help implement a multi-grade level urban agriculture curriculum within selected schools. Initially, the program will begin at Peabody and Stevens.

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: Food Services

Requestor: Althea Albert-Santiago

Althea Albert-Santiago, Director, Food Service

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 HOSCO, LLC ("HOSCO") on this 25th day of April, 2012.

The purpose of this Memorandum of Understanding is to establish a partnership between HOSCO, LLC and any of its affiliated companies and the St. Louis Public Schools in order to better serve the SLPS students and their families and spread the importance of health and wellness through the availability of local fresh foods within the schools. This will be done through outreach focused on urban agricultural training, healthy cooking and nutrition classes and the participation and establishment of a Health and Wellness Council. A number of projects and programs will be implemented by SLPS and HOSCO, LLC in order to systematically redesign the local food system available to SLPS.

1. Fundraising: It is agreed by HOSCO that the SLPS does not endorse any fundraising efforts by HOSCO, whether or not associated with the activities and duties contemplated by this MOU. To the extent that HOSCO 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 HOSCO, and the SLPS shall not be liable for such cost under any circumstance. HOSCO 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: HOSCO 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, HOSCO 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. HOSCO 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) Work closely with HOSCO to build limited square footage high yielding hydroponic, aeroponic and aquaponic greenhouses; and to develop create implement a multi grade level urban Agriculture curriculum within select schools.

(b) Work closely with HOSCO to develop a successful model for sustainable local food production, distribution and purchasing platform for fresh produce directly to SLPS.

(c) Work with HOSCO to develop a successful nutritional education program and to provide support for the development of a Health and Wellness Council at selected SLPS locations.

(d) Work with HOSCO to secure funding through federal, state and other grants made available to further the healthy food initiative.

6. Obligations of HOSCO:

(a) Work closely with SLPS to build limited square footage high yielding hydroponic, aeroponic and aquaponic greenhouses; and to develop, create implement a multi grade level urban Agriculture curriculum within select schools.

(b) Work closely with SLPS to develop a successful model for sustainable local food production, distribution and purchasing platform for fresh produce directly to SLPS.

(c) Work with SLPS to develop a successful nutritional education program and to provide support for the development of a Health and Wellness Council at selected SLPS locations.

(d) Work with SLPS to secure funding through federal, state and other grants made available to further the healthy food initiative.

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

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

(a) Provided an increase in the amount of produce and specialty crops made available at SLPS locations.

(b) Established a program to provide nutritional education to local parents and families of SLPS school children.

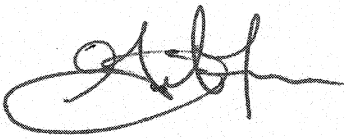
(c) Increased engagement of the number of student and parent involvement measured against data taken from pre program, mid program and post program.

8. Term and Termination: The term of the MOU will be from April 25th, 2012 (the Effective Date) through June 30, 2014, 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

HOSCO, LLC

By: _____

By:  _____

Name: _____

Name: Gibron Jones Burchett

Title: _____

Title: Managing Director



BOARD RESOLUTION

Date: June 20, 2012

Agenda Item : 07-10-12-11

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Audrey Jackson, Director, Professional Development

Action to be Approved: Membership

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

Previous Board Resolution # 10-04-11-09

Prior Year Cost \$6,280.00

SUBJECT: To approve a membership renewal with CharacterPlus of Cooperating School District. CharacterPlus will provide the staff of St. Louis Public Schools access to research-based training and concentrate resources in selected schools through the development and usage of an intentionally designed plan by the school's leadership team and administrator. The membership will be for the period of July 1, 2012 - June 30, 2013.

BACKGROUND: CharacterPlus will provide series of off-site professional development for educators and parents, seek grants that allow the provision of Caring School Community to the District and meet with administrators and school leadership teams to develop usage plans to help them meet their goals. St. Louis Public Schools has been a member for 24 years.

Accountability Plan Goals: Goal II: Highly Qualified Staff

Objective/Strategy: II.B.

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

Fund Source: Title Funds	Non-GOB	Requisition #:
Amount: \$6,280.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$6,280.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600010872

Department: Professional Development

Requestor: Audrey Jackson

Audrey Jackson
Audrey Jackson, Director, Professional Development

HW 6/18/2012
Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks
Angela Banks, Budget Director

Enos Moss
Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams
Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: June 14, 2012

Agenda Item : 07-10-12-12

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract

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

SUBJECT: To approve a contract not to exceed \$7,030.00 between the Special Administrative Board of the Transitional School District of the City of Saint Louis (SLPS) and Ranken Technical College. Approval of the contract will allow 74 SLPS middle and high school students to attend the 2012 Ranken Adventure Academy Program on the Ranken Technical College campus, July 16-20 and July 23-27, 2012.

BACKGROUND: The Ranken Adventure Academy Program introduces students to technology careers in Ranken's five core divisions. During the program, students will be encouraged to design, create, think and work through hands-on, project-based activities. The Adventure Academy offers a unique opportunity for students to learn about technology used in various career fields, such as the robotics, website design, gaming, race engineering, welding, criminal justice, and the health sciences.

Accountability Plan Goals: Superintendent's Initiatives

Objective/Strategy:

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

Fund Source: TBD		Requisition #:
Amount: \$7,030.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$7,030.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Career and Tech Education

Requestor: Tim M. Murrell

Angela Banks, Budget Director

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

Enos Moss, CFO/Treasurer

6/18/2012
Dr. Nicole Williams, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: June 14, 2012

Agenda Item : 07-10-12-13

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract

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

SUBJECT: To approve a contract between the Special Administrative Board of the Transitional School District of the City of Saint Louis (SLPS) and Confluence Preparatory Academy. Approval of the contract will allow Confluence Preparatory Academy students to enroll in Career and Technical Education (CTE) programs, at a rate of \$2,000.00 per student, at Beaumont Technical High School for the 2012-2013 school year.

BACKGROUND: The Confluence Preparatory Academy administration has requested that eligible students be permitted to enroll in Career and Technical Education programs offered at Beaumont Technical High School. Confluence Preparatory Academy has agreed to pay tuition for each (Confluence) student enrolled in a CTE program at Beaumont Technical High School.

Accountability Plan Goals: Goal I: Student Performance

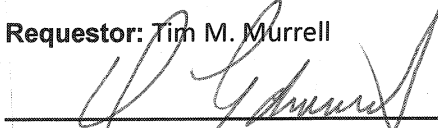
Objective/Strategy: I.B.5.d

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

Fund Source: NO funding necessary		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Career and Technical Ed

Requestor: Tim M. Murrell


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


Dr. Nicole Williams, Dep. Supt., Academics


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: June 15, 2012

Agenda Item : 07-10-12-14

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Paula Knight, Assoc. Supt., Elementary Schools

Action to be Approved: Contract

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

SUBJECT: To approve a contract with Project Construct to provide professional development to preschool teachers for the period of July 1 to November 30, 2012 at a cost not to exceed \$100,000.00 for the 2012-13 school year.

BACKGROUND: As part of its commitment to preschool students and the obligations of Title 1 and No Child Left Behind, all preschool teachers must receive Project Construct training. Project Construct is the educational framework endorsed by DESE and is used in all SLPS preschool classrooms to teach communications arts, science and mathematics. The Early Childhood department seeks training for approximately 70 teachers including all Title 1, ECSE, Head Start, new teachers and teacher assistants. The training of staff has the potential to impact 800 students.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: 1. D.

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

Fund Source: 232-2213-824-BS-232-6319	Non-GOB	Requisition #:
Amount: \$100,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$100,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600001733

Department: Early Childhood

Requestor: Dr. Sheryl Davenport

Paula Knight, Assoc. Supt., Elementary Schools

Dr. Nicole Williams, Dep. Supt., Academics

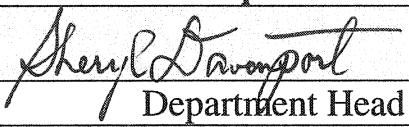

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Dr. Sheryl Davenport	Date: June 1, 2012
Department / School: Early Childhood	Phone Number: 314-345-5380
<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)	
As part of its commitment to preschool students and the obligations of Title 1 and No Child Left Behind, all preschool teachers must receive Project Construct training. Project Construct is the educational framework endorsed by DESE and is utilized in all SLPS classrooms to teach communications arts, science and mathematics.	
Vendor Name: Project Construct	Email: jrinehar@columbia.k12.mo.us
Vendor Contact: Janet Rinehart	Phone Number: 877-895-9590
Justification Information	
1. Why the uniquely specified goods are required?	
Project Construct is a recommended curriculum framework used in Title 1 funded preschool classrooms. SLPS has twenty-five Title 1 classrooms with teachers that need training. The curriculum is aligned with Head Start and Missouri Pre-K standards.	
2. Why good or services available from other vendors /competitors are not acceptable?	
The vendor, Project Construct, is the only source in Missouri to provide certification training as approved by DESE.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
Project Construct addresses the District's goal of hiring and supporting highly qualified preschool teachers with professional development that is relevant, rigorous and prepares children for continued academic growth.	
4. List the Names of other Vendors contacted & Price Quotes:	
There are no other vendors that we are aware of that provide this service.	
<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	6/15/12 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

Date: June 20, 2012

Agenda Item : 07-10-12-15

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Paula Knight, Assoc. Supt., Elementary Schools

Action to be Approved: Contract

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

SUBJECT: To approve a sole source contract with the Father Support Center to provide parenting support for teen fathers at Vashon, Sumner, Meda P and Roosevelt high schools from September 1, 2012 thru May 30, 2013 at a cost not to exceed \$10,800.00.

BACKGROUND: The Father Support Program has provided parenting support to teen fathers at Vashon for the past 4 years. Teen fathers often have a difficult time balancing the responsibilities of fatherhood with their academic pursuits. The Father Support Center provides counsel and resource referrals to help these young men expand their options for graduation and beyond. The program addresses the District's goal of developing in-school programs and services that support at-risk students.

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

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

Fund Source: 846-8R-732-3333-6319	Non-GOB	Requisition #:
Amount: \$10,800.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$10,800.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: TBD

Department: ECE/ECSE

Requestor: Dr. Sheryl Davenport

Paula Knight, Assoc. Supt., Elementary Schools

Angela Banks, Budget Director

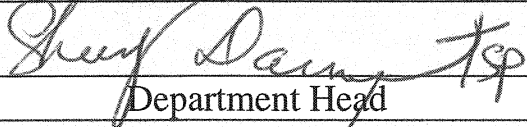
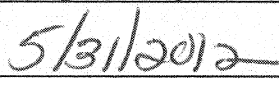
Enos Moss, CFO/Treasurer

5/31/2012 Revised 6/15/2012
Dr. Nicole Williams, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Dr. Sheryl Davenport	Date: May 18, 2012
Department / School: Early Childhood	Phone Number: 314-345-5380
<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)	
To approve a contract with the Father Support Center to provide parenting support for teen fathers at Vashon, Sumner, and Roosevelt from September 1, 2012 thru May 30, 2013 at a cost not to exceed \$10,800.00	
Vendor Name: Father Support Center	Email:
Vendor Contact: Halbert Sullivan	Phone Number: 314-333-4170
Justification Information	
1. Why the uniquely specified goods are required?	
To involve parents in the educational process of their children from prenatal to kindergarten in PAT program and preschool centers (CLRP#10)	
2. Why good or services available from other vendors /competitors are not acceptable?	
Father Support Center is the only service in this area that provides this type of opportunity to teen fathers in the school setting. The organization is an established, nonprofit organization committed to creating positive outcomes for children and families by helping fathers become responsible parents	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
The Father Support Program has provided parenting support to teen fathers at Vashon for the past 4 years. Teen fathers often have a difficult time balancing the responsibilities of fatherhood with their academic pursuits. The Father Support Center provides counsel and resource referrals to help these young men expand their options for graduation and beyond. The program addresses the District's goal of developing inschool programs and services that support at-risk students.	
4. List the Names of other Vendors contacted & Price Quotes:	
There are no other vendors that we are aware of that provide this service.	
<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



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: May 21, 2012
Dept / School: Early Childhood		Reported By: Marcia Hayes-Harris
Vendor: Father Support Center		Vendor #: 600008729
Contract # / P.O. #: 4500153047		Contract Name: Halbert Sullivan
Contract Amount: \$ 2,7000		Award Date: 8/19/10
Purpose of Contract (Brief Description): To provide a male involvement component within the Parent/Infant Interaction Program at Vashon High School.		
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	Participants valued service.
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5	Vendor met scheduled timeline and was willing to reschedule when necessary.
	4	
	3	
	2	
	1	
Business Relations	5	Also provided a representative to serve on the PIIP Advisory Board
	4	
	3	
	2	
	1	
Customer Satisfaction	5	Facilitator and contact were easy to work with.
	4	
	3	
	2	
	1	
Cost Control	5	Worked with our staff to determine a rate of surface that was mutually beneficial to both parties.
	4	
	3	
	2	
	1	
Average Score	20	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

Type of report	Identify if this 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: June 11, 2012

Agenda Item: 07-10-12-16

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 07-07-11-08

Prior Year Cost \$2,500,000.00

SUBJECT: To approve a contract renewal with Cooperating School District in conjunction with Tremco/Weatherproofing Technologies, Inc. to provide roofing inspections, repair and replacement services for District schools and buildings beginning July 1, 2012 through June 30, 2013 at a cost not to exceed \$2,500,000. This project will be funded through the Proposition S Bond Program.

BACKGROUND: The St. Louis Public Schools, as a member of the Cooperating School District (CSD), utilizes a contract negotiated by CSD with Tremco/Weatherproofing Technologies, Inc. to provide roofing repairs and replacement services for District schools and buildings. The Tremco Corporation provides St. Louis Public Schools with roofing surveys, assessments and when required, the design and supervision of roof replacement or repairs. All roof work will be under warranty for labor and materials. This project was originally approved for the amount of \$5,000,000.00 under Board Resolution #07-07-11-08 on July 7, 2011.

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-FE-910-2624-6333	Non-GOB	Requisition #: TBD
Amount: \$2,500,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$2,500,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600001140

Department: Operations

Requestor: Linda C. McKnight

Angela Banks, Budget Director

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

Enos Moss, CFO/Treasurer

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: 6/7/12
Dept / School: District Wide		Reported By: Linda C. McKnight
Vendor: CSD-Tremco		Vendor #: 600001140
Contract # / P.O. #: 4500158020		Contract Name: Roof Inspections, Replacements and Repair Services
Contract Amount: \$2,500,000.00		Award Date: July 1, 2011
Purpose of Contract (Brief Description): Provide roofing inspections, replacements, and repair services for all District-wide schools and buildings.		
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	Provides solutions to problems and performs quality workmanship
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5	Very quick to respond
	4	
	3	
	2	
	1	
Business Relations	5	Good customer service
	4	
	3	
	2	
	1	
Customer Satisfaction	5	Had no minor problems or complaints with the customers
	4	
	3	
	2	
	1	
Cost Control	5	Met all performance requirements; effective corrective actions
	4	
	3	
	2	
	1	
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



BOARD RESOLUTION

Date: June 15, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Althea Albert-Santiago, Director, Food Service

Agenda Item : 07-10-12-17

Information:

Action:

Action to be Approved: Contract Renewal

Previous Board Resolution # 09-20-11-03

Current Year Commissions \$64,000

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

SUBJECT: To approve a contract renewal with Dynamic Vending to provide beverage and snack vending machine services. There is no cost to the District under this contract, and Dynamic pays the District commissions on the sales in the vending machines. This will be the second year of a five year contract. The contract period will be for the period July 11, 2012 to June 30, 2013.

BACKGROUND: During the current year, Dynamic has paid commissions of \$64,000 to the District. The program was not approved until September and it took a couple of months to get to the expected run rate. We are now receiving \$8-9K per month which, if annualized, will total \$96,000 to \$108,000 per year. Most of the commissions have been returned to the schools. Dynamic has been very supportive of the District's position on the Missouri Eat Smart Guidelines and the vending choices are pre-approved by the District.

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:		
Lease Proceeds: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Food Services

Althea Albert-Santiago, Director, Food Services

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Reviewed By:

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Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 5/13/2010
Dept / School: Operations/Food Services		Reported By: Althea Albert-Santiago
Vendor: Dynamic Vending		Vendor #: 600012482
Contract # / P.O. / #: 4500141812		Contract Name: Dynamic Vending
Contract Amount: 12.5 million		Award Date: 8-6-2009
Purpose of Contract (Brief Description): Vending Company in SLPS Schools		
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 x 3 1	Dynamic Vending is always trying to improve the quality of snacks and beverages in the vending machines. This year Dynamic has place heart healthy sticker by the more health items in the snack machines.
Timeliness of Delivery or Performance	5 4x 3 2 1	Dynamic Vending is meeting the requirements based in the contract.
Business Relations	5 4X 3 2 1	Dynamic has a good working relationship with SLPS Food Services Staff. Dynamic's Account Managers are very professional and responsive to the needs of the school.
Customer Satisfaction	5 4 x 3 2 1	The feedback from schools is positive. Dynamic is tries to address vending issues when they occur at the schools and at the Central office.
Cost Control	5 4x 3 2 1	The schools and the Central Office are receiving the commissions check according to the contract
Average Score	20/5=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: June 21, 2012

Agenda Item : 07-10-12-18

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Enos Moss, CFO/Treasurer

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 03-13-12-02 (Amended)

Prior Year Cost \$199,100.00

SUBJECT: To approve the contract renewal with Rubin Brown, LLP to audit governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprises the financial statements of the St. Louis Public Schools. The period of performance will be July 1, 2012 through December 31, 2012 with the total cost not to exceed \$193,000.00.

BACKGROUND: RSMs. 165.181 requires that the Mayor of the City of St. Louis shall appoint one or more expert accountants, who shall examine the books, accounts and vouchers of the treasurer and all other departments of expenditures of the Board of the Metropolitan District (SLPS) and shall make due report thereof to the Mayor and the Board of Education of the City of St. Louis. The Mayor has appointed Rubin Brown, LLP to serve as the statutorily required expert accountant for SLPS. The audit includes the financial reporting model as required by the Governmental Standards Accounting Board (GASB).

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: 978-00-110-2517-6315	GOB	Requisition #:
Amount: \$193,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$193,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600001244

Department: Fiscal Control

Requestor: Lynn Byrd

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final X Quarterly <input type="checkbox"/>		Report Date: 05/22/12
Dept / School: Fiscal Control		Reported By: Enos Moss
Vendor: Rubin Brown LLC		Vendor #: 600001244
Contract # / P.O/ #: 4500158621		Contract Name: External Auditing Services
Contract Amount: \$199,100.00		Award Date: June 30, 2011
Purpose of Contract (Brief Description): To provide external auditing services and produce the CAFR.		
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	
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"/>		



BOARD RESOLUTION

Date: May 30, 2012

Agenda Item: 07-10-12-19

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-30-11-40

Prior Year Cost \$ 1,040,000.00

SUBJECT: To approve a contract renewal with Achievement Commitment and Excellence (ACE) Learning Centers for the period July 1, 2012 to June 30, 2013 at a cost not to exceed \$1,040,000.00. A total of 200 slots will be purchased at \$5,200.00 per slot.

BACKGROUND: The ACE Learning Centers goal is to recover students who have dropped out of school or who are at-risk of dropping out of school. ACE will provide and maintain a course of instruction for alternative education as approved by the Missouri Department of Elementary and Secondary Education. The Centers will be housed at Northwest (40 slots), Sumner (40 slots), Gateway (60 slots), and Roosevelt (60 slots). Two to three stations per Center will be dedicated to drop-in recovery at host schools.

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: 822-C6-110-2336-6319	GOB	Requisition #:
Amount: \$ 1,040,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$1,040,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600007614

Department: Parent & Student Engage.

Michael Hagggen, Assoc. Supt., Office of Innovation

Angela Banks, Budget Director

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

Enos Moss, CFO/Treasurer

6/18/2012
Dr. Nicole Williams, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: May 22, 2012
Dept / School: Parent and Student Engagement		Reported By: Debra J. Falkiner
Vendor: ACE Learning Center		Vendor #: : 600007614
Contract # / P.O/ #: 4500157714		Contract Name: Achievement Commitment and Excellence (ACE) Learning Centers
Contract Amount: \$1,040,000.00		Award Date: 6/30/11
Purpose of Contract (Brief Description): Recover students who have dropped out of school or who are at-risk of dropping out. The ACE Centers create pathways for students to recover or make-up credit.		
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 X	Customer service is excellent. ACE brings their own team to service the students and district.
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5 X	Eighteen percent of 2010-11 SLPS graduates attended ACE programs. Totals for the 2011-12 school year have not been released yet.
	4	
	3	
	2	
	1	
Business Relations	5 X	Excellent working relationship.
	4	
	3	
	2	
	1	
Customer Satisfaction	5 X	Eighteen percent of SLPS graduates last school year attended ACE programs.
	4	
	3	
	2	
	1	
Cost Control	5 X	ACE makes every attempt to keep costs down.
	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 X No <input type="checkbox"/>		

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: June 20, 2012

Agenda Item : 07-10-12-20

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Dr. Diane Cox., Exec. Dir., School Improvement

Action to be Approved: **Contract Renewal**

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

Previous Board Resolution # 06-26-12-87 (Amended)

Prior Year Cost \$632,755.00

SUBJECT: To approve a contract renewal with Blue Hills Community Services for disbursement of funds to non-public schools for Title II-A programs. Estimated costs are based on 8% management fees and the payment of Professional Development services received for total reimbursable expenditures incurred by non-public schools. The total cost will not exceed \$160,000 for the period of October 1, 2012 through September 30, 2013.

BACKGROUND: Federal law requires a set a side amount to fund non-public schools in Title II-A (Professional Development) programs. Due to the extensive measures in dispersing these funds, it was determined that a third party contractor was a fiscally positive action.

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: 814-YJ-233-2214-6312	Non-GOB	Requisition #:
Amount: \$160,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$160,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600003908

Department: State and Federal Program

Requestor: Diane Cox

Dr. Diane Cox., Exec. Dir., School Improvement

6/15/2012
Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>	Report Date: May 13, 2011
Dept / School: State & Federal Programs	Reported By: D. Cox
Vendor: Blue Hills Community Services	Vendor #: 600013326
Contract # / P.O. #: 4500153197	Contract Name: Blue Hills Community Services
Contract Amount: \$ \$650,000	Award Date: July 22, 2010

Purpose of Contract (Brief Description): Blue Hills serves as third party vendor to process professional development requests related to Title II and activities related to Title IV funds allocated to non-public schools.

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	5 4 3 X 2 1	
Timeliness of Delivery or Performance	5 4 3 X 2 1	
Business Relations	5 4 3 X 2 1	
Customer Satisfaction	5 4 3 X 2 1	
Cost Control	5 4 3 X 2 1	
Average Score	3	Add above ratings: divide the total by the number of areas being rated.

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

Please Check Yes X 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: June 19, 2012

Agenda Item 07-10-12-21

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-16-11-14

Prior Year Cost \$18,000.00

SUBJECT: To approve the contract renewal with Metropolitan Speech and Language Center to provide foreign language interpreting services to the District. The period of performance will be July 1, 2012 through June 30, 2013 with the total cost not to exceed \$18,000.00. The contract is written for three years to be renewed annually at the option of the Board. This will be the second year of the contract.

BACKGROUND: Metropolitan Speech and Language Center will provide, on an "as needed" basis, foreign language interpreting services to students and families as required by the Individuals with Disabilities Education Act (IDEA). All services are to be provided at sites and times as directed by the Office of Special Education.

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

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

Fund Source: 828-00-273-1232-6319	Non-GOB	Requisition #:
Amount: \$17,900.00		
Fund Source: 840-00-222-1243-6319	Non-GOB	Requisition #:
Amount: \$100.00		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$18,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600014595

Department: Student Support Services

Requestor:

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

Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 4/26/2012
Dept / School: Special Education		Reported By: Dr. Sheryl Davenport
Vendor: Metropolitan Speech & Language Cntr.		Vendor #: 600014595
Contract # / P.O/ #: 4500158241		Contract Name: Foreign Language Services
Contract Amount: \$ 12,000.00		Award Date: 7/1/2012
Purpose of Contract (Brief Description): To provide foreign language interpreting services to students and families whose primary language is not English but require communication supports with the educational processes.		
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	The vendor provides qualified sign language interpreters but occasionally has difficulty finding staff for some of the language requests we have.
	4	
	3 X	
	2	
	1	
Timeliness of Delivery or Performance	5	There have been occasional miscommunications for some meetings in which no interpreter appeared and the meeting had to be rescheduled.
	4	
	3X	
	2	
	1	
Business Relations	5	The vendor is always responsive. When made aware of problems, Metropolitan works hard to rectify the situation in a timely manner.
	4 X	
	3	
	2	
	1	
Customer Satisfaction	5	This was the first year of the contract. With continued communication, the relationship will improve.
	4 X	
	3	
	2	
	1	
Cost Control	5 X	The contract is under the budgeted amount.
	4	
	3	
	2	
	1	
Average Score	3.8	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 <input checked="" type="checkbox"/> No <input type="checkbox"/>		

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: June 19, 2012

Agenda Item : 07-10-12-22

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 05-03-12-03

Prior Year Cost \$77,500.00

SUBJECT: To approve the contract renewal with Midwest Music Therapy Services, Inc. to provide music therapy services to the District. The period of performance will be July 1, 2012 through June 30, 2013 with the total cost not to exceed \$77,500.00. The contract is written for three years to be renewed annually at the option of the Board. This will be the second year of the contract.

BACKGROUND: Midwest Music Therapy Services, Inc. will provide, on an "as needed" basis, music therapy services to students and families as required by the Individuals with Disabilities Education Act (IDEA). All services are to be provided at sites and times as directed by the Office of Special Education.

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

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

Fund Source: 828-00-273-2132-6319	Non-GOB	Requisition #:
Amount: \$70,000.00		
Fund Source: 840-00-223-1243-6319	Non-GOB	Requisition #:
Amount: \$7,500.00		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$77,500.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600013853

Department: Student Support Services

Requestor:

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

Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: April 20, 2012
Dept / School: Student Support Services		Reported By: Colleen Reichert
Vendor: Midwest Music Therapy, Inc.		Vendor #: 600013853
Contract # / P.O/ #: 4500158252 / 4500158433		Contract Name: Music Therapy Services
Contract Amount: \$ 47,500		Award Date: 06-16-11-13
Purpose of Contract (Brief Description): To provide Music Therapy Services to students when it is a part of their IEP.		
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	The agency provides board certified music therapists who are knowledgeable about the delivery of the service within a school setting and the assessment/IEP process.
Timeliness of Delivery or Performance	✓ 5 4 3 2 1	The agency is extremely prompt and responsive to the needs of the district. Even in the event of a delay on the part of the case manager or team, Midwest responds quickly to meet compliance deadlines.
Business Relations	✓ 5 4 3 2 1	The agency president is extremely prompt in returning calls and emails and sending the appropriate staff to "fit" the student profile. All agency staff members are accessible and readily request district input as needed. All agency staff work well with their school IEP teams.
Customer Satisfaction	✓ 5 4 3 2 1	The agency goes above and beyond in meeting district requests and student needs. They are extremely flexible in scheduling service provision, reporting and necessary meeting attendance.
Cost Control	5 ✓ 4 3 2 1	The agency rates are competitive. They assess to recommend the service only when there is truly an educational need, in accordance with special education requirements. They are forthright in assessing and recommending when the service is no longer needed.
Average Score	4.6	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

VENDOR PERFORMANCE REPORT INSTRUCTIONS

Type of report	Identify if this 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: June 19, 2012

Agenda Item : 07-10-12-23

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 05-17-12-09

Prior Year Cost \$355,500.00

SUBJECT: To approve the contract renewal with Deaf Way Interpreting Services to provide sign language interpreting services to the District. The period of performance will be July 1, 2012 through June 30, 2013 with the total cost not to exceed \$355,500.00. The contract is written for three years to be renewed annually at the option of the Board. This will be the second year of the contract.

BACKGROUND: Deaf Way Interpreting Services will provide, on an "as needed" basis, sign language interpreting services to students and families as required by the Individuals with Disabilities Services Education Act (IDEA). The services are to include participation in IEP development and implementation. All services are to be provided at sites and times as directed by the Office of Special Education.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.A.

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

Fund Source: 828-00-273-1222-6319	Non-GOB	Requisition #:
Amount: \$355,500.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$355,500.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600000639

Department: Student Support Services

Requestor:

Angela Banks, Budget Director

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

Enos Moss, CFO/Treasurer

Dr. Nicole Williams, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 04/26/2012
Dept / School: ECSE		Reported By: Sheryl Davenport
Vendor: Deafway		Vendor #: 60000639
Contract # / P.O/ #: 4500158240		Contract Name: Sign Language Interpreting Service
Contract Amount: \$ 320,000		Award Date: 7/1/11
Purpose of Contract (Brief Description): To provide sign language interpreting services to eligible deaf/hard of hearing students per their IEP.		
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 X 4 3 2 1	The sign language interpreters provided by Deafway are experienced and have skills necessary to assist students in the classroom setting.
Timeliness of Delivery or Performance	5 X 4 3 2 1	The attendance of the sign language interpreters meets expectations.
Business Relations	5 X 4 3 2 1	Deafway has a positive history of working with SLPS and providing quality service.
Customer Satisfaction	5 X 4 3 2 1	The vendor is responsive and professional.
Cost Control	5 X 4 3 2 1	The vendor has provided adequate service and come in under budget.
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

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: June 19, 2012

Agenda Item : 07-10-12-24

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 05-17-12-10

Prior Year Cost \$46,500.00

SUBJECT: To approve the contract renewal with Listening For Learning to provide audiology services to the District. The period of performance will be July 1, 2012 through June 30, 2013 with the total cost not to exceed \$46,500.00. The contract is written for three years to be renewed annually at the option of the Board. This will be the second year of the contract.

BACKGROUND: Listening for Learning will provide, on an "as needed" basis, audiology services to students as required by the Individuals with Disabilities Education Act (IDEA). All services are to be provided at sites and times as directed by the Office of Special Education.

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

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

Fund Source: 828-00-273-2132-6319	Non-GOB	Requisition #:
Amount: \$38,500.00		
Fund Source: 840-00-223-1243-6319	Non-GOB	Requisition #:
Amount: 8,000.00		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$46,500.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600010847

Department: Student Support Services

Requestor:

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

Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks

Angela Banks, Budget Director

Enos Moss

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final X Quarterly <input type="checkbox"/>		Report Date: 04/26/2012
Dept / School: Special Education		Reported By: Dr. Sheryl Davenport
Vendor: Listening for Learning		Vendor #: 600010847
Contract # / P.O / #: 4500158251		Contract Name: Audiology Services
Contract Amount: \$ 35,000		Award Date: 07/01/11
Purpose of Contract (Brief Description):		
<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 X	Audiology services rendered have been professional, thorough and helpful to staff as they deliver services to students.
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5 X	The vendor delivers services in a timely manner in order to meet deadlines for the evaluation process.
	4	
	3	
	2	
	1	
Business Relations	5 X	There is a very positive relationship between SLPS and the vendor.
	4	
	3	
	2	
	1	
Customer Satisfaction	5 X	SLPS continues to be very satisfied with the work of Listening for Learning.
	4	
	3	
	2	
	1	
Cost Control	5 X	Costs have been contained and are under budget.
	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> <p style="text-align: center;">Please Check Yes X <input type="checkbox"/> No <input type="checkbox"/></p>		

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: June 19, 2012

Agenda Item : 07-10-12-25

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 05-03-12-02

Prior Year Cost \$381,080.00

SUBJECT: To approve the contract renewal for nursing services. The period of performance will be July 1, 2012 through June 30, 2013 with the total combined cost not to exceed \$361,760.00. The contracts are written for three years to be renewed annually at the option of the Board. This will be the second year of the contracts.

BACKGROUND: The agencies listed below were selected by RFP in 2011. The agencies will provide, on an "as needed" basis, nursing services to students with disabilities as identified by the Individual Education Program (IEP). Services are to include screenings for evaluations, participation in diagnostic staffing, and IEP development and implementation. All services are to be provided at sites and times as directed by the Office of Special Education. Elite Medical Staffing Group is being added as a vendor at this time, but will be only be used in the event that Supplemental Health Care is unable to provide the services required.

Supplemental Health Care and Elite Medical Staffing Group

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

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

Fund Source: 828-MZ-140-2132-6319	Non-GOB	Requisition #:
Amount: \$104,942.50		
Fund Source: 840-00-223-1243-6319	Non-GOB	Requisition #:
Amount: \$256,817.50		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$361,760.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: Various

Department: Student Support Services

Requestor:

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

Dr. Nicole Williams, Dep. Supt., Academics 6/19/2012

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 04/26/2012
Dept / School: Special Education		Reported By: Dr. Sheryl Davenport
Vendor: Supplemental Healthcare		Vendor #: 600013310
Contract # / P.O / #: 4500158253		Contract Name: Private Nursing Services
Contract Amount: \$ 171,080.00		Award Date: 07/01/2011
Purpose of Contract (Brief Description):		
<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 <input checked="" type="checkbox"/> 4 3 2 1	The vendor provides qualified nurses to assist eligible students per the needs outlined in the IEP. However there have been incidences that required SLPS staff to request reassignment of nurses.
Timeliness of Delivery or Performance	5 <input checked="" type="checkbox"/> 4 3 2 1	The vendor is very responsive and provides needed nurses in a timely manner. The vendor handled all concerns in a timely and professional manner.
Business Relations	5 <input checked="" type="checkbox"/> 4 3 2 1	The business relationship with the vendor is professional and exceeds expectations.
Customer Satisfaction	5 4 <input checked="" type="checkbox"/> 3 2 1	The vendor is extremely responsive to staff and parents. Parents have reported good relationships and thorough explanations of services with the Supplemental. The vendor constantly communicates with families.
Cost Control	5 4 <input checked="" type="checkbox"/> 3 2 1	While the vendor has worked very hard to contain costs, it has exceeded the budgeted amount. The amount was determined without knowing how many nurses would be required per IEP team determinations particularly in early childhood special education.
Average Score	4.8	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> <p style="text-align: right;">Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>		

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: June 19, 2012

Agenda Item: 07-10-12-26

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 05-17-12-11

Prior Year Cost \$2,371,824.00

SUBJECT: To approve contract renewals for private placement services with multiple vendors. The period of performance will be July 1, 2012 through June 30, 2013 with the total combined cost not to exceed \$1,985,872.00. The contracts are written for three years to be renewed annually at the option of the Board. This will be the second year of the contracts.

BACKGROUND: The agencies listed below were selected by RFP in 2011. The agencies will provide, on an "as needed" basis, private placement services to students with disabilities as identified by the Individual Education Program (IEP). Services are to include screenings for evaluations, participation in diagnostic staffing, and IEP development and implementation. All services are to be provided at sites and times as directed by the Office of Special Education. Our Little Haven is being added as a vendor to be used only in the event that Family Resource Center is unable to provide the services required for early childhood students.

Annie Malone - Emerson Academy, Edgewood Children's Home, Epworth Children and Family Services, Logos School, Family Resource Center, and Our Little Haven

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.D.

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

Fund Source: 828-00-273-2132-6311	Non-GOB	Requisition #:
Amount: \$1,925,872.00		
Fund Source: 840-00-223-1243-6311	Non-GOB	Requisition #:
Amount: \$60,000.00		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$1,985,872.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: Various

Department: Student Support Services

Requestor:

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

Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 4/19/2012
Dept / School: SPED. CONTRACTUAL		Reported By:
Vendor: LOGOS		Vendor #:
Contract # / P.O. / #:		Contract Name:
Contract Amount: \$		Award Date:
Purpose of Contract (Brief Description):		
THERAPEUTIC PRIVATE SEPARATE DAY SCHOOL		
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 X 4 3 2 1	Logos delivers exceptional service to our students with respect and encouragement.
Timeliness of Delivery or Performance	5 4 X 3 2 1	Services are delivered in a professional and timely manner.
Business Relations	5 X 4 3 2 1	Logos staff is professional and quick to respond to any requests.
Customer Satisfaction	5 X 4 3 2 1	No parent complaints and services are delivered on time.
Cost Control	5 X 4 3 2 1	Logos works to graduate or return students as soon as possible to the District.
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 <input checked="" type="checkbox"/> No <input type="checkbox"/>		

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



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 4/19/2012
Dept / School: SPED. CONTRACTUAL		Reported By: D. BELL
Vendor: EMERSON		Vendor #:
Contract # / P.O / #:		Contract Name:
Contract Amount: \$		Award Date:
Purpose of Contract (Brief Description):		
THERAPEUTIC PRIVATE SEPARATE DAY SCHOOL		
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 <input checked="" type="checkbox"/> 4 3 2 1	Emerson is the only Contractual Site within the city limits of St. Louis. Emerson over the last year has stepped up their program to include more therapy, computer science lab, outdoor (small) science garden, a professional chef and a program geared for our severe ID students of high school age which are not eligible for state school placement. Their location assists with saving on transportation cost.
Timeliness of Delivery or Performance	5 4 <input checked="" type="checkbox"/> 3 2 1	Performance and delivery are satisfactory.
Business Relations	5 <input checked="" type="checkbox"/> 4 3 2 1	The Annie Malone Organization of which Emerson is a part of has a long of community service to our city. The staff at Emerson is easy to approach, open to suggestions and improvements and follow through.
Customer Satisfaction	5 <input checked="" type="checkbox"/> 4 3 2 1	The school continues to improve and I have not had one parent complaint concerning the school.
Cost Control	5 <input checked="" type="checkbox"/> 4 3 2 1	Emerson is the least expensive of all agencies.
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 <input checked="" type="checkbox"/> No <input type="checkbox"/>		

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



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 4/19/2012
Dept / School: SPED. CONTRACTUAL		Reported By: D. BELL
Vendor: EPWORTH		Vendor #:
Contract # / P.O / #:		Contract Name:
Contract Amount: \$		Award Date:
Purpose of Contract (Brief Description):		
THERAPEUTIC PRIVATE SEPARATE DAY SCHOOL		
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 <input checked="" type="checkbox"/> 4 3 2 1	Epworth has added several new programs to serve students. The BAAC Program (behavioral and academic assessment center) a 45 day program Autism programming and partnership with St. Louis University St. Louis Project Search Art Therapy
Timeliness of Delivery or Performance	5 <input checked="" type="checkbox"/> 4 3 2 1	IEP's and all other reports are done professionally and in a timely manner.
Business Relations	5 <input checked="" type="checkbox"/> 4 3 2 1	Billing and attendance is submitted on time and they always follow through with request and are easy to deal with.
Customer Satisfaction	5 <input checked="" type="checkbox"/> 4 3 2 1	Epworth is committed to helping our students and returning them to the District as soon as possible. I have not had any parent complaints.
Cost Control	5 <input checked="" type="checkbox"/> 4 3 2 1	Epworth returns students to the District as soon as is possible and varies the cost of the students in their various programs.
Average Score	5	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		

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



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: May 22, 2012
Dept / School: Early Childhood Special Ed.		Reported By: Dr. Sheryl Davenport
Vendor: Family Resource Center		Vendor #: 600009593
Contract # / P.O. #: 4500159646		Contract Name: Family Resource Center
Contract Amount: \$ 62,700.00		Award Date: 6/16/11
<p>Purpose of Contract (Brief Description): The vendor provides services to preschool children with developmental delays who require intensive social/emotional intervention. The small classroom setting with social workers and counselors who specialize in helping children cope with traumatic events/circumstances is beneficial for transitioning back to a regular classroom more successfully.</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 3 2 1	The vendor has provided a small classroom setting in a safe environment for children. The teachers and related service personnel are qualified and skilled to support preschool children. FRC fulfills its obligations in support of children's IEP goals.
Timeliness of Delivery or Performance	5 X4 3 2 1	The vendor has small classrooms but the timeliness of delivery of service was not a problem.
Business Relations	5 X4 3 2 1	The vendor is responsive and professional. They check in often, provide regular updates regarding the students we send to them.
Customer Satisfaction	5 X4 3 2 1	SLPS is satisfied with its interactions with FRC.
Cost Control	X5 4 3 2 1	Due to the nature of placements, FRC has remained well below its budgeted amount.
Average Score	4.2	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> <p style="text-align: center;">Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>		

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



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: 4/19/2012
Dept / School: SPED. CONTRACTUAL		Reported By: D. BELL
Vendor: EDGEWOOD/CHILDHAVEN		Vendor #:
Contract # / P.O/ #:		Contract Name:
Contract Amount: \$		Award Date:
Purpose of Contract (Brief Description):		
THERAPEUTIC PRIVATE SEPARATE DAY SCHOOL		
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	The quality of the services is dependent on the staff person delivering the service. It varies from Very good to satisfactory.
	4 X	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5	Edgewood tends to want to keep students longer than other agencies.
	4	
	3 X	
	2	
	1	
Business Relations	5	The current Director of Special Education at Edgewood is excellent; the staffs under her are good but not as experienced in getting staff to deliver what is needed.
	4 X	
	3	
	2	
	1	
Customer Satisfaction	5	Overall parents are very happy with Edgewood and I have not had any parent complaints.
	4 X	
	3	
	2	
	1	
Cost Control	5	Edgewood has six weeks of ESY compared to four for most agencies and students tend to stay longer.
	4	
	3 X	
	2	
	1	
Average Score	3.6	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> <p style="text-align: center;">Please Check Yes X No <input type="checkbox"/></p>		

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: June 19, 2012

Agenda Item: 07-10-12-27

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-16-11-15

Prior Year Cost \$1,299,902.50

SUBJECT: To approve contract renewals for speech therapy services with multiple vendors. The period of performance will be July 1, 2012 through June 30, 2013 with the total combined cost not to exceed \$1,091,230.00. The contracts are written for three years to be renewed annually at the option of the Board. This will be the second year of the contracts.

BACKGROUND: The agencies listed below were selected by RFP in 2011. The agencies will provide, on an "as needed" basis, speech therapy services to students with disabilities as identified by the Individual Education Program (IEP). Services are to include screenings for evaluations, participation in diagnostic staffing, and IEP development and implementation. All services are to be provided at sites and times as directed by the Office of Special Education.

Educational Based Services (EBS), City Speech, Cumberland Therapy, and Career Staff Unlimited are the agencies that were selected during the RFP process. Supplemental Health Care also responded to the RFP, and will be used if services are not available from the other selected providers.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.D.

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

Fund Source: 828-MZ-140-2132-6319	Non-GOB	Requisition #:
Amount: \$1,081,030.00		
Fund Source: 840-00-223-1225-6319	Non-GOB	Requisition #:
Amount: 200.00		
Fund Source: 828-00-273-1511-6319	Non-GOB	Requisition #:
Amount: 10,000.00		
Cost not to Exceed: \$1,091,230.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: Various

Department: Student Support Services

Requestor:

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

Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final X Quarterly <input type="checkbox"/>		Report Date: April 13, 2012
Dept / School: Special Education-Speech		Reported By: Yvonne R. Tate
Vendor: Educational Based Services (EBS)		Vendor #: 600009187
Contract # / P.O/ #: 4500158237 & 4500158623		Contract Name: Educational Based Services (EBS)
Contract Amount: \$ 471,998.00		Award Date: 06-16-11
Purpose of Contract (Brief Description): To provide speech and language services to identified students with disabilities when District staff is insufficient to meet the demand.		
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 <input checked="" type="checkbox"/> 4 3 2 1	The selected staff have worked for SLPS several years. There have been no significant problems requiring vendor oversight.
Timeliness of Delivery or Performance	<input checked="" type="checkbox"/> 5 4 3 2 1	Vendor met all specifications within the contract.
Business Relations	<input checked="" type="checkbox"/> 5 4 3 2 1	Vendor was responsive to my requests to locate additional staff and supplied prospective candidates. Their recruitment efforts continue.
Customer Satisfaction	5 4 <input checked="" type="checkbox"/> 3 2 1	Staff working under this contract are generally satisfactory. One staff member has more absences than desired.
Cost Control	<input checked="" type="checkbox"/> 5 4 3 2 1	To the best of my knowledge, the vendor met the original cost estimated.
Average Score	4.4	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



Vendor Performance Report

Type of report: Final X Quarterly <input type="checkbox"/>		Report Date: April 13, 2012
Dept / School: Special Education-Speech		Reported By: Yvonne R. Tate
Vendor: City Speech		Vendor #: 600004605
Contract # / P.O/ #: 4500158238, 4500158250, & 4500158624		Contract Name: City Speech
Contract Amount: \$ 285,948.00		Award Date: 6.30.11
Purpose of Contract (Brief Description): To provide speech and language services to identified students with disabilities when District staff is insufficient to meet the demand.		
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	This vendor has contracted with the SLPS for 13+ years without incident. The selected staff have worked for SLPS several years. There have been no significant problems requiring vendor extended oversight.
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5	Vendor met all specifications within the contract.
	4	
	3	
	2	
	1	
Business Relations	5	Vendor is always immediately responsive to my requests to locate additional staff when needed. Vendor does not always have staff available, however, but earnestly recruits. This vendor is also a service provider and readily offers her services when my need is immediate.
	4	
	3	
	2	
	1	
Customer Satisfaction	5	Staff working under this contract are satisfactory. No negative reports have been received in my office.
	4	
	3	
	2	
	1	
Cost Control	5	To the best of my knowledge, the vendor met the original cost estimated.
	4	
	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 <input checked="" type="checkbox"/> No <input type="checkbox"/>		



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: April 13, 2012
Dept / School: Special Education-Speech		Reported By: Yvonne R. Tate
Vendor: Cumberland Therapy Services		Vendor #: 600007650
Contract # / P.O/ #: 4500158236		Contract Name: Cumberland Therapy Services
Contract Amount: \$ 461,305.00		Award Date: 06-16-11
Purpose of Contract (Brief Description): To provide speech and language services to identified students with disabilities when District staff is insufficient to meet the demand.		
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	The selected contract staff have worked for SLPS on average 8+ years. There have been no significant problems or concerns requiring vendor oversight.
Timeliness of Delivery or Performance	5 4 3 2 1	Vendor met all specifications within the contract.
Business Relations	5 4 3 2 1	Vendor was responsive to my requests to locate additional staff but could not immediately supply staff to meet District need. Their recruitment efforts were seemingly sincere and are ongoing. Currently vendor has perspective hires.
Customer Satisfaction	5 4 3 2 1	Staff working under this contract are generally exceptional and valued employees.
Cost Control	5 4 3 2 1	To the best of my knowledge, the vendor met the original cost estimated.
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 <input checked="" type="checkbox"/> No <input type="checkbox"/>		



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: April 13, 2012
Dept / School: Special Education-Speech		Reported By: Yvonne R. Tate
Vendor: Career Staff		Vendor #: 6000011370
Contract # / P.O/ #: 4500158239		Contract Name: Career Staff
Contract Amount: \$ 80,652.00		Award Date: 06.16.11
Purpose of Contract (Brief Description): To provide speech and language services to identified students with disabilities when District staff is insufficient to meet the demand.		
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	The selected staff member has worked for SLPS several years during previous school years . There have been no problems requiring vendor oversight.
	4	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5	Vendor met all specifications within the contract.
	4	
	3	
	2	
	1	
Business Relations	5	Vendor was responsive to my requests to locate additional staff but could not immediately supply staff to meet District need. Their recruitment efforts were followed up with prospective candidates several weeks later.
	4	
	3	
	2	
	1	
Customer Satisfaction	5	Staff member working under this contract is an exceptional and valued employee.
	4	
	3	
	2	
	1	
Cost Control	5	To the best of my knowledge, the vendor met the original cost estimated.
	4	
	3	
	2	
	1	
Average Score	4.8	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> <p style="text-align: center;">Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>		



BOARD RESOLUTION

Date: June 19, 2012

Agenda Item : 07-10-12-28

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-16-11-17

Prior Year Cost \$892,060.00

SUBJECT: To approve contract renewals for occupational and physical therapy services with multiple vendors. The period of performance will be July 1, 2012 through June 30, 2013 with the total combined cost not to exceed \$627,130.00. The contracts are written for three years to be renewed annually at the option of the Board. This will be the second year of the contracts.

BACKGROUND: The agencies listed below were selected by RFP in 2011. The agencies will provide, on an "as needed" basis, occupational and physical therapy services to students with disabilities as identified by the Individual Education Program (IEP). Services are to include screenings for evaluations, participation in diagnostic staffing, and IEP development and implementation. All services are to be provided at sites and times as directed by the Office of Special Education. Per Board Resolution 01-26-12-02, Rehab Choice International and Cumberland Therapy services were added as approved vendors in the event Supplemental Health Care is unable to provide the necessary services.

Supplemental Health Care, Rehab Choice International, and Cumberland Therapy Services

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: I.D.

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

Fund Source: 828-MZ-140-2132-6319	Non-GOB	Requisition #:
Amount: \$612,130.00		
Fund Source: 840-00-223-1243-6319	Non-GOB	Requisition #:
Amount: \$15,000.00		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$627,130.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: Various

Department: Student Support Services

Requestor:

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

Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: April 13, 2012
Dept / School: Special Education-OT		Reported By: Yvonne R. Tate
Vendor: Supplemental Health Services		Vendor #: 600013310
Contract # / P.O/ #: 4500158255 & 4500158432		Contract Name: Supplemental Health Services
Contract Amount: \$ 892,060.00		Award Date: 6.16.11
Purpose of Contract (Brief Description): To provide occupational therapy services to identified students with disabilities when District staff is insufficient to meet the demand.		
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	The quality of the services delivered were primarily satisfactory.
	<u>4</u>	
	3	
	2	
	1	
Timeliness of Delivery or Performance	5	There were concerns requiring vendor oversight. This involved therapists leaving the assignment before the end of the school year & 3 therapists refusing assignment once hired, orientated and serving 1 day. Vendor was apologetic and recruitment efforts were immediate.
	<u>4</u>	
	3	
	2	
	1	
Business Relations	<u>5</u>	Vendor was immediately responsive to my requests to locate additional therapists.
	4	
	3	
	2	
	1	
Customer Satisfaction	5	Staff working under this contract are generally satisfactory. There were two reported (from principals) of concerns, but they were resolved without vendor intervention.
	<u>4</u>	
	3	
	2	
	1	
Cost Control	<u>5</u>	To the best of my knowledge, the vendor met the original cost estimated.
	4	
	3	
	2	
	1	
Average Score	4.4	Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



Vendor Performance Report

Type of report: Final X Quarterly <input type="checkbox"/>		Report Date: April 13, 2012
Dept / School: Special Education-PT		Reported By: Yvonne R. Tate
Vendor: Supplemental Health Services		Vendor #:
Contract # / P.O/ #: 4500158255 & 4500158432		Contract Name: Supplemental Health Services
Contract Amount: \$ 892,060.00		Award Date: 6.16.11
Purpose of Contract (Brief Description): To provide physical therapy services to identified students with disabilities when District staff is insufficient to meet the demand.		
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	Vendor was immediately responsive to my requests to locate a physical therapist, but results did not result in a hire.
Timeliness of Delivery or Performance	5 4 3 2 1	Recruitment efforts were immediate upon notification.
Business Relations	5 4 3 2 1	Vendor was immediately responsive to my requests to locate a physical therapist, but results did not result in a hire.
Customer Satisfaction	5 4 3 2 1	No PT hire through this vendor.
Cost Control	5 4 3 2 1	No PT hire through this vendor.
Average Score		Add above ratings: divide the total by the number of areas being rated.
Would you select / recommend this vendor again? Please be aware that an answer of yes authorizes the Purchasing Department to seek renewal of the available option year for this contract. All items and conditions within the current contract shall be honored during this renewal period.		
Please Check Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		



Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: April 13, 2012
Dept / School: Special Education-PT		Reported By: Yvonne R. Tate
Vendor: Rehab Choice		Vendor #:
Contract # / P.O/ #: 4500158255 & 4500158432		Contract Name: Rehab Choice
Contract Amount: \$		Award Date:
Purpose of Contract (Brief Description): To provide physical therapy services to identified students with disabilities when District staff is insufficient to meet the demand.		
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	The quality of the services delivered were satisfactory.
Timeliness of Delivery or Performance	5 4 3 2 1	Recruitment efforts were immediate upon notification. Requests for an additional PT did not result in a hire to date.
Business Relations	5 4 3 2 1	Vendor was immediately responsive to my requests to locate a physical therapist. Recruitment efforts are on-going.
Customer Satisfaction	5 4 3 2 1	Staff member working under this contract is satisfactory.
Cost Control	5 4 3 2 1	To the best of my knowledge, the vendor met the original cost estimated.
Average Score	4.6	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"/>		



BOARD RESOLUTION

Date: June 19, 2012

Agenda Item : 07-10-12-29

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Contract Renewal

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

Previous Board Resolution # 06-16-11-18

Prior Year Cost \$12,000.00

SUBJECT: To approve a sole source contract renewal with the Institute For Family Medicine to provide the services of the Medical Director for the Office of Health Services. The period of performance will be July 1, 2012 through June 30, 2013 with the total cost not to exceed \$12,000.00.

BACKGROUND: The Institute For Family Medicine provides the services of Dr. David Campbell as the Medical Director for the District. The Medical Director provides standing medical orders for the professional registered nurses employed as school nurses and directs patient health care services to students through utilization of Family Nurse Practitioners.

Accountability Plan Goals: Goal III: Facilities, Resources Support

Objective/Strategy: III.A.

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

Fund Source: 880-00-110-2134-6312	GOB	Requisition #:
Amount: \$12,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$12,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600012168

Department: Health Services

Requestor: Richelle Clark


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

 6/19/2012
Dr. Nicole Williams, Dep. Supt., Academics


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

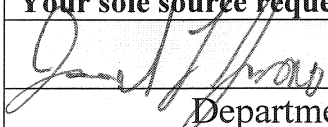


Vendor Performance Report

Type of report: Final <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/>		Report Date: April 16, 2012
Dept / School: Office of Health Services		Reported By: Richelle S. Clark
Vendor: Institute for Family Medicine		Vendor #: 600012168
Contract # / P.O/ #:		Contract Name: Contract for Medical Director Services
Contract Amount: \$ 12,000.00		Award Date: July, 2011
Purpose of Contract (Brief Description): To provide Medical Director Services to St. Louis Public Schools for support of its health services programs.		
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	Vendor has provided exemplary guidance to the nursing staff. The professional development sessions developed for staff have been cutting edge.
Timeliness of Delivery or Performance	5 4 3 2 1	Vendor has been very responsive to the Manager of Health Services and school nurses assigned to the SLPS schools and families of enrolled students.
Business Relations	5 4 3 2 1	All staff have been professional and courteous.
Customer Satisfaction	5 4 3 2 1	The families of students who receive health care services from the staff in the school setting have all expressed positive comments and appreciate the convenience of service delivery.
Cost Control	5 4 3 2 1	Vendor did not require or request any additional cost.
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 <input checked="" type="checkbox"/> No <input type="checkbox"/>		



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Richelle Clark	Date: May 10, 2012
Department / School: Student Support Services	Phone Number: 314-345-4401
<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)	
Provides services to the school district as the Medical Director for the Office of Health Services, provides standing medical orders for the school nurses and direct patient health care services to students through the utilization of Family Practice Nurse Practitioners.	
Vendor Name: Institute for Family Medicine	Email: docdave52@aol.com
Vendor Contact: David C. Campbell, MD	Phone Number: 314-849-7669
Justification Information	
1. Why the uniquely specified goods are required?	
This community service provider provides services to the District as the dedicated Medical Director for the Office of Health Services and provides direct healthcare services to students in the school setting through nurse practitioners. The Medical Director provides standing medical orders for the professional registered nurses employed as school nurses and directs patient health care services to students through the utilization of Family Nurse Practitioners. This year they have established the District's first school based clinic at the International Welcome School.	
2. Why good or services available from other vendors /competitors are not acceptable?	
One of a kind.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
This healthcare service deliverer has no competitor and this specific service is only available from the Institute for Family Medicine.	
4. List the Names of other Vendors contacted & Price Quotes:	
N/A - One-of-a-kind.	
<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	6/20/12 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

Date: June 21, 2012

Agenda Item: 07-10-12-30

To: Dr. Kelvin R. Adams, Superintendent

From: Enos K. Moss, CFO/Treasurer

Action: X

Action to be Approved:

Other Transaction Descriptors: _____

X Contract Extension/Continuation
Previous Board Resolution
Prior Year Cost

06-30-11-23
10% of Generated Revenue

SUBJECT:

To approve the extension of the contract with Missouri School Boards Association (MSBA) for Medicaid Direct Billing services to be provided through September 30, 2012 pending the results of an RFP at a cost not to exceed 10% of generated revenue.

BACKGROUND:

MSBA provides all of the products, services and technical assistance that are necessary in order for the District to be able to submit accurate and timely claims to the Missouri Department of Social Services (DSS) MOHealthNet Division with respect to claimable costs that the District incurs in providing speech, occupational and physical therapy, and other direct services to students with special needs. MSBA receives a fee of not more than 10% of any Direct services-related revenue that the District receives from MOHealthNet for the program. Total projected FY12 Direct service revenue: \$400,000.

Accountability Plan Goal: Goal V: Governance

Objective/Strategy:

V.B

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

Fund Source: 828 - MZ - 140 - 2132 - 6358

Non GOB

Requisition #:

Amount: 10% of Revenue

Fund Source: - - - -

Requisition #:

Amount:

Fund Source: - - - -

Requisition #:

Amount:

Cost not to Exceed: 10% of Revenue

Pending Funding Availability Vendor #: 600001045

Department: Grants Management

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: June 19, 2012

Agenda Item: 07-10-12-31

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Sharonica Hardin, Chief Human Resource Officer

Action to be Approved: Benefit Plans

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

Previous Board Resolution # 10-04-11-30

Prior Year Cost \$27,249,754

SUBJECT: To approve the renewal of St. Louis Public School's group benefit cost for plan year 2013, which includes the following: Medical/Pharmacy, Dental, Vision, Short Term/Long Term Disability and Life/Accidental Death and Dismemberment insurance. The estimated renewal amount based on 3,393 employees is \$693.78 per employee per month, or an estimated \$28,247,796 annually.

BACKGROUND: The 2012 Premium cost was based on 3,227 employees at a cost of \$703.69 per employee per month. For Plan Year 2013, two lines of coverage were up for renewal. The District requested that Holmes Murphy negotiate the renewal of the medical and dental plan, as all other plans currently have three (3) year rate guarantees. Specifically, Vision, Short Term Disability, Long Term Disability and Life insurance have a 3 year rate guarantee. The District has received United Healthcare's last, best and final offer for renewal at a -2% decrease and the Delta Dental renewal at a 6.5% increase. Combined renewal for all plans will result in an estimated -1.2% decrease based on 3,393 employees. The packet contains information regarding the following: 2013 Benefit Renewal Scenarios, Self-funding renewal analysis. While the rate has decreased, the overall cost has increased due to the increase in the workforce in 2011-12 with the recall of custodians and maintenance workers.

Accountability Plan Goals: Goal II: Highly Qualified Staff

Objective/Strategy: 11.D.

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

Fund Source: Health & Benefit Trust		Requisition #:
Amount: \$28,247,796.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$28,247,796.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: Various

Department: Human Resources

Requestor: Patricia Canada

Sharonica Hardin, Chief Human Resource Officer

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: June 21, 2012

To: Dr. Kelvin R. Adams, Superintendent

From: Sharonica Hardin, Chief Human Resource Officer

Agenda Item : 07-10-12-32

Information:

Action:

Action to be Approved: Policy Adoption/Change

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

Previous Resolution Number: 11-30-10-09
(7/1/10 through 6/30/12)

SUBJECT: To adopt and approve a Policy Statement of the Special Administrative Board of the Transitional School District of the City of St. Louis In Relation to Working Conditions for School Nurses from the period from July 1st, 2012 through June 30th, 2014.

BACKGROUND: Whereas the District has been in negotiations with the National Education Association, St. Louis/Missouri National Education Association/National Education Association (NEA/MNEA/NEA) as the exclusive bargaining representative for all regulation, full-time employees in the job classification known as School Nurse; and Whereas those negotiations have resulted in the agreement of the parties on terms for a policy statement to govern the relationship between the parties from July 1st, 2012 until June 30th, 2014; the SAB hereby authorizes, adopts and approves the Policy Statement of the Special Administrative Board of the Transitional School District of the City of St. Louis In Relation to Working Conditions for School Nurses from the period from July 1st, 2012 through June 30th, 2014.

Accountability Plan Goals: Goal II: Highly Qualified Staff

Objective/Strategy: II.E.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: \$ 0.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Human Resources

Sharonica Hardin, Chief Human Resource Officer

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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BOARD RESOLUTION

Date: June 21, 2012

Agenda Item: 07-10-12-33

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Purchase of Good (s)

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

Previous Board Resolution # 05-26-11-09

Prior Year Cost \$20,000

SUBJECT: To approve a sole source purchase from College Board/AP Exams for the payment of the 2012 AP Testing fees at a cost not to exceed \$24,736.00.

BACKGROUND: The District has been supporting the AP program since 2007 and since the testing process is the culminating experience, we would like to continue the support of our college bound students with the opportunity to achieve college credit while in high school by taking the AP exams.

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-V3-292-6412	Non-GOB	Requisition #:
Amount: \$25,000		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$25,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600012238


Department: APIP

Requestor: Dr. Dan Edwards


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


Dr. Nicole Williams, Dep. Supt., Academics

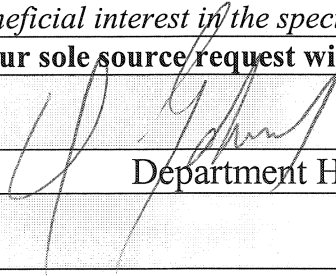

Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Dr. Dan Edwards	Date: May 30, 2012
Department / School: APIP	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: College Board/AP Exams	Email:
Vendor Contact: ETS Service	Phone Number: 610-290-8979
Justification Information	
1. Why the uniquely specified goods are required?	
When Advanced Placement students complete their courses in May, they are expected to take the AP exam in order to receive college credit. These funds are necessary to support our AP students. AP exams may serve as a culminating of the AP classes.	
2. Why good or services available from other vendors /competitors are not acceptable?	
AP Exams are the sole product of College Board.	
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:

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.

St. Louis Public Schools
AP Testing Fees 2012

School #	Name High School	District Check
262930	Beaumont H S	0
263119	Mel Carnahan H S of F	104
263118	Central V & P H S	3,014
262971	Cleveland NJROTC HS	171
263099	Clyde C. Miller C A H S	987
262949	Gateway IT HS	4,186
262994	Metro A & C H S	9,677
263104	McKinley C L A H S	1,422
262929	Northwest A of L H S	632
262984	International Studies HS (Soldan)	3,341
263100	Sumner H S	195
263020	Theodore Roosevelt H S	828
263110	Vashon H S	179
	sent total fees already	
	District check total	<u>\$24,736</u>

Check from account number 292-1151-816-V3-292-6412

Make check in the amount of \$24,736 payable to College Board/AP Exams

Send check to AP Exams

P.O. Box 6671

Princeton, NJ 08541-6671

6000 12238

John Niemeyer
District Director AP
St. Louis Public Schools
801n 11th Street
St. Louis, MO 63101
314-345-2363
John.Niemeyer@slps.org

BOARD RESOLUTION

Date: June 20, 2012

Agenda Item : 07-10-12-34

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Dr. Nicole Williams, Dep. Supt., Academics

Action to be Approved: Purchase of Good (s)

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

SUBJECT: To approve a sole source purchase with Pearson Psychological Corporation for psychological educational assessment and evaluation test kits, supplemental protocols and scoring software for use by school psychological educational assessment services personnel and school social workers District wide for an amount not to exceed the amount of \$ 6,193.46.

BACKGROUND: This purchase is in alignment with the District's Accountability Plan Differentiated Instruction and Supplemental Programs: Objectives 131, 132, 138, 139 by ensuring all resident children with disabilities receive comprehensive services, as required by the Individuals with Disabilities Education Act (IDEA) and Chapter 162, RSMo through an integrated component of the district's educational program.

It is also in response to MSIP Standard 7.1, 7.1.1, 7.1.2, 7.1.3, 7.1.4 as it regards provisions for all resident students being afforded comprehensive services if identified with a disability(s) and having access to the general education curriculum, receiving appropriate supports, services, and modifications to address their individual needs; and provide post-secondary educational and employment opportunities as a disabled person.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: Objective 1.D.

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

Fund Source: 828-00-272-2332-6411	Non-GOB	Requisition #:
Amount: \$6,193.46		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$6,193.46	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600011971


Department: PEAS/SPED


Requestor: Joseph 'Chip' Jones


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


Dr. Nicole Williams, Dep. Supt., Academics

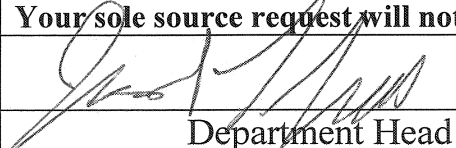

Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Joseph 'Chip' Jones	Date: June 11, 2012
Department / School: SpEd/PEAS	Phone Number: 314-345-2250
<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)	
Goods are sold only through this vendor and trademark and copyright law protected	
Vendor Name: Pearson Psychological Corp.	Email: Tiffany.Laszlo@Pearson.com
Vendor Contact: Tiffany Laszlo	Phone Number 800-1627-7271, ext 267052
Justification Information	
1. Why the uniquely specified goods are required?	
Goods used to conduct psychological educational assessments for the purpose of identifying students disabilities.	
2. Why good or services available from other vendors /competitors are not acceptable?	
Materials are sold through their publishing company. They are protected through trademark and copyright laws. They are not available through competitor publishers.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
Due to the large number of material being requested for purchase, the district sales representative has given a 10% discount on the order. The companies proposal is attached.	
4. List the Names of other Vendors contacted & Price Quotes:	
Materials listed on SAP Purchase Requisition are only available through the vendor listed above.	
<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>6/15/2012</i>
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.

Pearson Assessment
 P.O. Box 599700
 San Antonio, TX 78259
 Phone: 800-627-7271
 Fax: 800-232-1223
 Federal ID No: 41-0850527

Quote / Proforma Invoice

Account Number: 1061273
 Document Number: 1072
 Document Date: 05-JUN-2012
 Expiration Date: 05-JUL-2012

Customer: SAINT LOUIS PUBLIC SCHOOLS

Bill To: SAINT LOUIS PUBLIC SCHOOLS
 801 N 11TH ST
 SAINT LOUIS, MO 63101

Ship To: SAINT LOUIS PUBLIC SCHOOLS
 801 N 11TH ST
 SAINT LOUIS, MO 63101

Line	Product	Qty	Units	List Price	Discount %	Amount
1.1	31012 - VINELAND-II SURV REC BKS(25)	10	EACH	\$78.50	10	\$706.50
2.1	30030 - BASC-2 TRS-P CE ENG (25)	10	EACH	\$31.25	10	\$281.25
3.1	30031 - BASC-2 TRS-C CE ENG (25)	10	EACH	\$31.25	10	\$281.25
4.1	30032 - BASC-2 TRS-A CE ENG (25)	10	EACH	\$31.25	10	\$281.25
5.1	30023 - BASC-2 PRS-P HS ENG(25)	10	EACH	\$37.50	10	\$337.50
6.1	30024 - BASC-2 PRS-C HS ENG(25)	10	EACH	\$37.50	10	\$337.50
7.1	30035 - BASC-2 PRS-A CE ENG (25)	10	EACH	\$31.25	10	\$281.25
8.1	30036 - BASC-2 SRP-INTRVIEW CE ENG(25)	10	EACH	\$31.25	10	\$281.25
10.1	0158979079 - WISC-IV RECORD FORMS- 25	5	EACH	\$120.00	10	\$540.00
12.1	0158979087 - WISC-IV RB #1- 25	5	EACH	\$77.00	10	\$346.50
13.1	0158982878 - WISC-IV I REC FMS-25	5	EACH	\$155.00	10	\$697.50
14.1	0158982894 - WISC-IV I RB #3-25	5	EACH	\$69.00	10	\$310.50
15.1	0158048075 - DEVEREUX BRS SCH RS CHLD AD-25	5	EACH	\$62.75	10	\$282.38
16.1	0158048083 - DEVEREUX BRS SCH RS ADOL AD-25	5	EACH	\$62.75	10	\$282.38
17.1	30037 - BASC-2 SRP-C CE ENG (25)	5	EACH	\$31.25	10	\$140.63
18.1	30038 - BASC-2 SRP-A CE ENG (25)	5	EACH	\$31.25	10	\$140.63
19.1	31032 - VINELAND-II TEACH RTG FM(25)	4	EACH	\$73.60	10	\$264.96
20.1	0890420270 - DSM-IV DSKRF DIAG CRTRIA(SP)	3	EACH	\$60.00	10	\$162.00

Payment Terms: Net 30

Subtotal: \$5,955.23
 Charges: \$238.23
 Taxes: \$0.00
 (US Dollar) Total: \$6,193.46

PLEASE USE DISCOUNT CODE "TQ6-3" FOR A 10% DISCOUNT. PLEASE CONTACT YOUR SALES REPRESENTATIVE TIFFANY LASZLO AT 1-800-627-7271 EXT 267052 WITH ANY QUESTIONS.

Sales of Pearson Products by the Clinical Assessment group of Pearson, and the purchase and use of the Products by Customer, are conditioned upon acceptance of the published Terms and Conditions of Sale and Use of Pearson Products, and any applicable license agreements. The Terms and Conditions can be found in Pearson's catalogs, and at www.psychcorp.com.



BOARD RESOLUTION

Date: June 21, 2012

Agenda: 07-10-12-35

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Dr. Nicole Williams, Dep. Supt., Academics

Action to be Approved: Purchase of Good (s)

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

SUBJECT: To approve a sole source purchase with Western Psychological Services Publishing Company for psychological educational assessment and evaluation test kits, supplemental protocols and scoring software for use by school psychological educational assessment services personnel and school social workers District wide for an amount not to exceed the amount of \$ 5,669.40.

BACKGROUND: This purchase is in alignment with the District's Accountability Plan Differentiated Instruction and Supplemental Programs: Objectives 131, 132, 138, 139 by ensuring all resident children with disabilities receive comprehensive services, as required by the Individuals with Disabilities Education Act (IDEA) and Chapter 162, RS Mo through an integrated component of the district's educational program.

It is also in response to MSIP Standard 7.1, 7.1.1, 7.1.2, 7.1.3, 7.1.4 as it regards provisions for all resident students being afforded comprehensive services if identified with a disability(s) and having access to the general education curriculum, receiving appropriate supports, services, and modifications to address their individual needs; and provide post-secondary educational and employment opportunities as a disabled person.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: Objective 1.D.

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

Fund Source: 828-00-272-2332-6411	Non-GOB	Requisition #:
Amount: \$5,669.40		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$5,669.40	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #:

Department: PEAS/SPED

Dr.

Requestor: Joseph 'Chip' Jones

Angela Banks, Budget Director

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

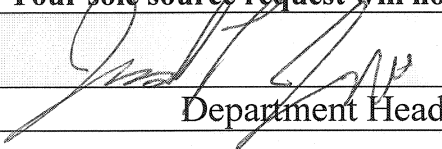
Enos Moss, CFO/Treasurer

6/18/2012

Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Joseph 'Chip' Jones	Date: June 11, 2012
Department / School: SpEd/PEAS	Phone Number: 314-345-2250
<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)	
Goods are sold only through this vendor and trademark and copyright law protected	
Vendor Name: Western Psychological Services Publishing Company	Email: customerservice@wpspublish.com
Vendor Contact:	Phone Number: 800-648-8857
Justification Information	
1. Why the uniquely specified goods are required?	
Goods used to conduct psychological educational assessments for the purpose of identifying students disabilities	
2. Why good or services available from other vendors /competitors are not acceptable?	
Materials are sold through their publishing company. They are protected through trademark and copyright laws. They are not available through competitor publishers.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
At the time this order had to be submitted the company had not responded to the request for a discount due to the large number of material requested for purchase. Since then, the company has submitted a bid with a discount on the order. The company's proposal is attached.	
4. List the Names of other Vendors contacted & Price Quotes:	
Materials listed on SAP Purchase Requisition are only available through the vendor listed above.	
<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	6/13/2012 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.



Western Psychological Services



RCASTELL
Date: 11-JUN-12
QUOTE NO.: 608937

137539
St Louis Public Schools
113 E Saginaw Street
Saint Louis, MI 48880

* P.O. MUST REFERENCE *
* QUOTE NUMBER *

PLEASE RETURN THIS
COPY WITH YOUR ORDER

Your Ref. No. DTD 6/11/12

Page: 1 of 3

Table header with columns: QTY, PROD NBR, DESCRIPTION, UNT PR, TOTAL

As a condition of this sale, Purchaser agrees not to duplicate, reproduce, or adapt the following materials in any manner, whether mechanically, electronically or otherwise or license others to do so.

Main table listing items such as Social Responsiveness Scale (SRS) Manual, OWLS-II Reading Comprehension and Written Expression Software Kit, etc.



Western Psychological Services



RCASTELL
Date: 11-JUN-12
QUOTE NO.: 608937

137539
St Louis Public Schools
113 E Saginaw Street
Saint Louis, MI 48880

* P.O. MUST REFERENCE *
* QUOTE NUMBER *

Your Ref. No. DTD 6/11/12

Page: 2 of 3

Table with 5 columns: QTY, PROD NBR, DESCRIPTION, UNT PR, TOTAL. Rows include ABAS-II Parent Form, ABAS-II Teacher Form, ABAS-II Adult Form, and Shipping and Handling Charge.

NOTE:
THIS QUOTE
EXPIRES ON 10-AUG-12

NOTE: This quote is automatically void if the resultant order specifies more than one shipping destination or if the quantities ordered are different than those quoted.

-----Prepayment or Official-----
---Purchase Order is required---

NOTE: There is a 10% charge for shipping and handling (with a \$5 minimum).

Please use this number when ordering or contacting WPS about your acct 137539



Western Psychological Services



RCASTELL

Date: 11-JUN-12

QUOTE NO.: 608937

Dear Customer:

Thank you for your quotation request. Listed below is our quote. Please note all the terms and conditions as listed here.

(1) TERMS: All invoices are due and payable immediately upon receipt. Open accounts are allowed only for recognized U.S. public or government agencies which have submitted official purchase orders through appropriate purchasing channels (NOTE: WPS accepts certain Canadian purchase orders; see quote as applicable for details). All others must prepay. Please check for additional terms which may appear on the attached pro-forma invoice.

(2) SHIPPING AND HANDLING: Shipments within the United States are charged a shipping and handling fee of 10% of the order total (\$5.00 minimum). For Canadian shipments the fee is 20% of the order total (\$10.00 minimum). For most other countries the fee is 25% of the order total (\$25.00 minimum. Some destinations will require fees in excess of 25%). This fee includes all shipping charges plus charges for processing quotes, special invoicing, completion of customer required forms, etc. Documentation of charges or freight bills are not provided since shipping costs are only a part of this fee. The shipping and handling fee is an integral part of this quote and your acceptance of this quote indicates your acceptance of this fee.

(3) DELIVERY TIME: Shipment will be made within approximately 10 days after receipt of your order. Occasionally there are circumstances beyond our control when particular items are not available and we reserve the right to cancel these items from your order.

(4) PAYMENT: All payments must be made in United States dollars as follows:

- (a) Visa, MasterCard and American Express. Or
- (b) Recognized official purchase order, per (1) above. Requisitions will not be accepted. Or
- (c) Check drawn on a U.S. bank, or international money order. Or
- (d) Wire transfer; please contact customerservice@wpspublish.com for details; subject to delayed processing for 1-2 weeks before shipment can be released.

(5) ACCEPTANCE: To accept this quote we must receive your order within sixty (60) days of the date in the upper right hand corner of this page. In addition your purchase order MUST state the Quote Number shown under the date at the top right hand corner of this page.

(6) Western Psychological Services' Federal I.D. Nbr is 95-2483722.

(7) All items listed below without a price are considered "No Bid."
Western Psychological Services

By: Robert A. Pearson
Robert A. Pearson, Dir of Operations
or
Glady Lim, Customer Service Manager
or
Jeff Manson, President



BOARD RESOLUTION

Date: June 20, 2012

Agenda Item : 07-10-12-36

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Dr. Nicole Williams, Dep. Supt., Academics

Action to be Approved: Purchase of Good (s)

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

SUBJECT: To approve a sole source purchase with Riverside Publishing Company for psychological educational assessment and evaluation test kits, supplemental protocols and scoring software for use by school psychological educational assessment services personnel and school social workers District wide for an amount not to exceed the amount of \$5,938.90.

BACKGROUND: This purchase is in alignment with the District's Accountability Plan Differentiated Instruction and Supplemental Programs: Objectives 131, 132, 138, 139 by ensuring all resident children with disabilities receive comprehensive services, as required by the Individuals with Disabilities Education Act (IDEA) and Chapter 162, RSMo through an integrated component of the district's educational program.

It is also in response to MSIP Standard 7.1, 7.1.1, 7.1.2, 7.1.3, 7.1.4 as it regards provisions for all resident students being afforded comprehensive services if identified with a disability(s) and having access to the general education curriculum, receiving appropriate supports, services, and modifications to address their individual needs; and provide post-secondary educational and employment opportunities as a disabled person.

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: Objective 1.D.

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

Fund Source: 828-00-272-2332-6411	Non-GOB	Requisition #:
Amount: \$5,938.90		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$5,938.90	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600002150


Department: PEAS/SPED

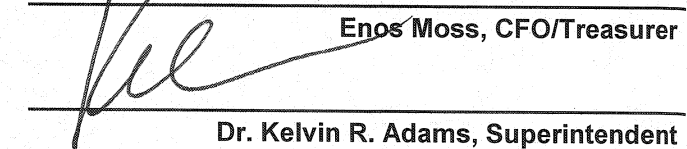
Requestor: Joseph 'Chip' Jones


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


6/18/2012
Dr. Nicole Williams, Dep. Supt., Academics

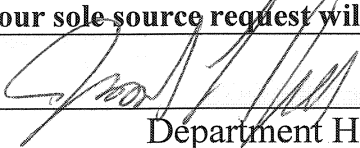

Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent



REQUEST FOR SOLE SOURCE PURCHASE

Requestor: Joseph 'Chip' Jones	Date: June 11, 2012
Department / School: SpEd/PEAS	Phone Number: 314-345-2250
<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)	
Goods are sold only through this vendor and trademark and copyright law protected	
Vendor Name: Riverside Publishing Company	Email:
Vendor Contact:	Phone Number: 800-323-9540
Justification Information	
1. Why the uniquely specified goods are required?	
Goods used to conduct psychological educational assessments for the purpose of identifying students disabilities	
2. Why good or services available from other vendors /competitors are not acceptable?	
Materials are sold through their publishing company. They are protected through trademark and copyright laws. They are not available through competitor publishers.	
3. Other relevant information if any (i.e., attach manufacturer's statement verifying exclusive availability of product etc...)	
Although a discount was requested due to the large number of material presented for purchase, the company's customer service representative was not able to offer discount on the order. The email communication is attached for verification.	
4. List the Names of other Vendors contacted & Price Quotes:	
Materials listed on SAP Purchase Requisition are only available through the vendor listed above.	
<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>6/10/2012</i>
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.

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- Document a search for additional suppliers

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- 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.

SPECIAL EDUCATION INSTRUCTIONAL MATERIALS ORDER FORM
SAP PURCHASE REQUISITIONS

Date Submitted: June 5, 2012

Date received by Supervisor:

Name of Teacher Placing Order

Sandy Thomas

School: PEAS @ McKinley

Code _____

Class/Program Psychological Sservices

Room Number G080

Vendor's Names/Address: Riverside Publishing Company

www.riversidepublishing.com

Vendor's Telephone: 800-323-9540

Vendor's Fax No.:

Special Instruction:

Page	Quantity	Item	Catalog #	Color	Unit Price	Extended Price
Online	10/pk	SB5 Test Records, pk/25	Y21K102243		94.00	940.00
Online	10 pk	WJIII/NU Achievement Battery-Form A (test records & subject response booklet)	Y21923537		108.00	1080.00
Online	5 pk	WJ3NU Achievement Battery-Form B	Y21923577		108.00	540.00
Online	2 kit	WJIII NU Kit-Form B	Y21923580		632.00	1264.00
Online	1 kit	SBV Complete Kit-W/SB5 Scoring Pro Package	Y211402271		1087.00	1087.00
Online	2 kit	SB5 Manipulative Kit	Y211402270		244.00	488.00

Sub-Total: \$5399.00

10% Shipping & Handling 539.00

Order Total: 5938.00

Teacher's Signature:

Sandy Thomas

Principal's Signature: _____

Special Education Supervisor's Signature: _____

[Signature]



BOARD RESOLUTION

Date: June 20, 2012

Agenda Item : 07-10-12-37

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Purchase of Good (s)

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

SUBJECT: To approve the purchase of Frequency Modulation (FM) systems for deaf/hard hearing students. From the preferred vendors listed below. The purchase price is not to exceed \$ 14,947.00

BACKGROUND: The additional equipment will be used as replacement equipment for systems that were purchased in past years. Use of sound-field amplification system allows the teacher to maximize the listening and learning opportunities in the classroom. The FM system transmits the teacher's voice directly to the student at a constant level insuring the teacher's voice is heard above the level of background noise regardless of the distance from the student allowing the teacher to move more freely around the classroom. Due to compatibility issues related to individual student amplification systems and previously purchased FM systems that are currently utilized by 95% of the hearing aid models used by hearing impaired students, the preferred vendors are Lightspeed and Octicon. The purchase includes Amigo transmitters, 8 Amigo receivers, 10 Desktop Sound Systems, 5 charger bases and 5 battery wall charger transmitters, and 2 REDCAT systems with microphones. The price also includes warranties and shipping/handling charges.

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

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

Fund Source: 828-720-1249-7N-720		Requisition #:
Amount: \$14,947.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$14,947.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Special Education

Requestor: Dr. Sheryl Davenport

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

Dr. Nicole Williams, Dep. Supt., Academics

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



Quotation

Lightspeed Technologies, Inc.

11509 SW Herman Rd.
Tualatin OR 97062
1-800-732-8999
www.lightspeed-tek.com
fax: 503-684-3197

Date
Quote #
Expires
Created By
Sales Rep
Terms
Shipping Method

5/23/2012
38143
7/22/2012
SHERI FRIEND
TONY ZEIKLE
Net 30
UPS Ground

Bill To

ACCOUNTS PAYABLE
ST LOUIS PS'S/BOE
801 N 11TH ST
ST LOUIS MO 63101
United States

Ship To
ST LOUIS PS'S/BOE
801 N 11TH ST
ST LOUIS MO 63101
United States

ATTN: GAYLE SANTUCCI

Item	Qty	Description	Unit Price	Amount
RC2-R	2	REDCAT all in one system with REDMIKE	930.00	1,860.00
TRADE-IN CREDIT	2	QUALIFIED TRADE-IN CREDIT	-100.00	-200.00
<p>The Infrared series products have a 5-year parts and labor limited warranty on the major components. The cables and batteries have a 1-year limited warranty.</p> <p>Please reference quote number on purchase order.</p>				

Thank you for choosing Lightspeed Technologies.

Subtotal	1,660.00
Shipping Cost (UPS Ground)	48.00
Total	\$1,708.00



Quotation

Lightspeed Technologies, Inc.

11509 SW Herman Rd.
Tualatin OR 97062
1-800-732-8999
www.lightspeed-tek.com
fax: 503-684-3197

Date
Quote #
Expires
Created By
Sales Rep
Terms
Shipping Method

5/23/2012
38141
7/22/2012
SHERI FRIEND
TONY ZEIKLE
Net 30
UPS Ground

Bill To

ACCOUNTS PAYABLE
ST LOUIS PS'S/BOE
801 N 11TH ST
ST LOUIS MO 63101
United States

Ship To

ST LOUIS PS'S/BOE
801 N 11TH ST
ST LOUIS MO 63101
United States

GAYLE SANTUCCI

Item	Qty	Description	Unit Price	Amount
391-TK	10	Desktop SoundPak System w/ noise-canceling headset mic Above systems are quoted at the "Smokin' Deal". This is limited to available quantity on hand.	398.00	3,980.00
AC-71CC	5	TWO SLOT CRADLE CHARGER BASE FOR LT71	20.00	100.00
BC-TXLT	5	BATTERY CHARGER IR TRANSMITTER (Wall Charger for LT71) The 300 series products have a 2-year parts and labor limited warranty. Please reference quote number on purchase order.	40.00	200.00

Thank you for choosing Lightspeed Technologies.

Subtotal	4,280.00
Shipping Cost (UPS Ground)	150.00
Total	\$4,430.00

Sales Quote SQ09493

Page 1

St. Louis Public Schools
 Gallaudet School
 2156 Russell Blvd
 Saint Louis, MO 63104-1306
 United States of America

Sales Quote No. SQ09493
 Sales Quote Date 05/24/12
 Billto No. 2712631
 Customer No. 2712631
 External Customer No.
 Customer's Reference
 Contact Gayle Santucci
 Price Group Amigo Educational Pricing
 Contact Via Fax
 Payment Terms NET 60
 Sales Quote Valid until . . . 06/23/12

Sell-To Customer St. Louis Public Schools
 Gallaudet School
 Gayle Santucci
 2156 Russell Blvd
 Saint Louis, MO 63104-1306

Delivery Address St. Louis Public Schools
 Gallaudet School
 Gayle Santucci
 2156 Russell Blvd
 Saint Louis, MO 63104-1306

	Qty.	Unit Price	Gross Amount	Discount %	Discount Amount	Amount
ST LOUIS PS						
Amigo Arc Receiver	8	EACH 549.00	4,392.00			4,392.00
Color: User Selectable -all avail. choices sent with uni Go Pack						0.00
Three Year Standard Warranty (1st yr Replacement)	8	3 Yea				0.00
ST LOUIS PS						
Amigo Transmitter T30	8	EACH 549.00	4,392.00			4,392.00
Color: White Battery: AA						
Omni Lapel Microphone	8	EACH 80.00	640.00	100	640.00	0.00
Three Year Standard Warranty (1st yr Replacement)	8	3 Yea				0.00
Shipping and Handling - Advanced Products	1	EACH 25.00	25.00			25.00
Total \$						8,809.00
Tax Amount						0.00
Total \$ Incl. Sales Tax						8,809.00

Additional Terms : Method of Shipment : UPS Next Day
 Payment Terms : Net 30 days

Hearing Aids and Personal FM Systems should be fit by state licensed hearing care professionals.

Thank you for your request for quotation. To ensure proper processing of your order, please refer to the sales quote number at the top of the quote when submitting purchase order.

To place this order, please call 888-OTI-PED1 (684-7331) or fax your order to 732-560-0760.

All appropriate taxes and shipping charges will be added at the time of shipment

Prices Subject to change without notice.

Oticon Inc. Phone: 800-526-3921
 580 Howard Avenue Fax: 732-560-0029
 Somerset, New Jersey 08873 www.OticonUSA.com





BOARD RESOLUTION

Date: June 21, 2012

Agenda Item : 07-10-12-38

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Debra Falkiner, Director, Innovative Pathways

Action to be Approved: Purchase of Good (s)

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

Bids

SUBJECT: To approve the printing cost for the 2012-2013 Student Code of Conduct Handbooks by Xerox, the lowest bidder, at a cost not to exceed \$ 20,767.50.

BACKGROUND: The Missouri School Improvement Program requires that the District distributes a student code of conduct and provides a protected, orderly environment. (MSIP 6.6)

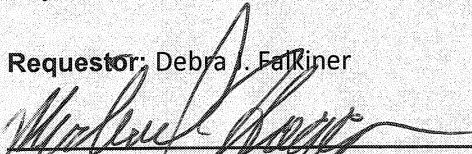
Accountability Plan Goals: Goal I: Student Performance **Objective/Strategy:** 1A

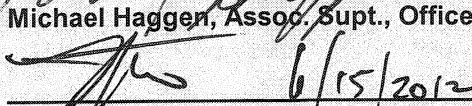
FUNDING SOURCE: (ex: 111 Location Code - 00 Project Code -110 Fund Type – 2218 Function– 6411 Object Code)


Fund Source: 822 110-2336-6363	GOB	Requisition #:
Amount: \$12,000		
Fund Source: 812 110-2322-6362	GOB	Requisition #:
Amount: \$8767.50		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$20,767.50	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600004465


Department: Parent and Student Engage


Requestor: Debra J. Falkiner


Michael Hagen, Assoc. Supt., Office of Innovation


6/15/2012
Dr. Nicole Williams, Dep. Supt., Academics


Angela Banks, Budget Director


Enos Moss, CFO/Treasurer


Dr. Kelvin R. Adams, Superintendent

Schaeffer, Rick M.

To: Haggen, Michael
Subject: FW: Code of Conduct Bids

Mr. Haggen:

This email is to document that bids were received for printing the Code of Conduct handbooks.

Specifications:

27,000 copies
8.5x11 saddle stitch books
56 pages [52 pages (reg. paper) + 4 page cover (glossy cardstock)]
1 perforated page
Black and blue printing inside with full color cover Counted, boxed and labeled per school

The companies and bids were:

HiTech: \$23,575.00
Xerox: \$20,767.50
Tapsales: No bid

The contract was awarded to the lowest bidder.

Thank you.

Debra J. Falkiner
Director of Parent and Student Engagement St. Louis Public School District
801 N. 11th Street
St. Louis, MO 63101
(314) 345-4490 office
(314) 345-2384 fax



BOARD RESOLUTION

Date: June 21, 2012

Agenda Item : 07-10-12-39

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Enos Moss, CFO/Treasurer

Action to be Approved: Insurance Renewal

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

Previous Board Resolution # 01-26-12-08 (Amended)

Prior Year Cost \$52,087.55

SUBJECT: To approve the purchase of a renewal Athletic Accident Insurance Policy through our insurance broker, R.S. Klostermeyer & Associates. The renewal period will be August 1, 2012 through July 31, 2013 at a cost not to exceed \$57,000.00.

BACKGROUND: This coverage was bid last year by our insurance broker, R.S. Klostermeyer & Associates. The original policy provided low deductible coverage for high school athletes. The middle school athletes were added to the policy during the last 12 months. In addition to the low deductible coverage, a catastrophic injury coverage was added for the middle school athletes. This coverage is similar to the coverage for the high school athletes that is provided by the Missouri State High School Athletic Association. The increase in cost is due to the increase in middle school participation with the addition of several sports. The number of middle school athletes to be covered has increased from 750 to 1,614.

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: 970-00-110-2514-6355	GOB	Requisition #:
Amount: \$57,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$57,000.00	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600011319

Department: Risk Management

Requestor: Kevin Coyne

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Mary M. Houlihan, Dep. Supt., Operations

Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: June 18, 2012

Agenda Item : 07-10-12-40

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Dr. Nicole Williams, Dep. Supt., Academics

Action to be Approved:
Acceptance of Funds/Funding

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

SUBJECT: To ratify the acceptance of funds from the Missouri Department of Elementary and Secondary Education (DESE) for the Math and Science Tutoring Program. DESE is providing up to \$300,000 for Math and Science Tutoring to be expended during the period June 1, 2012 to June 30, 2012.

BACKGROUND: DESE has released the funds and specifically earmarked them for Math and Science Tutoring Programs in the City of St. Louis. The money must be expended and invoiced to DESE by the end of June 2012.

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: TBD	Non-GOB	Requisition #:
Amount: \$300,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$300,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Academics

Requestor:

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Nicole Williams, Dep. Supt., Academics

6/18/2012

Dr. Kelvin R. Adams, Superintendent

MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION
PO BOX 480 JEFFERSON CITY, MO 65102-0480

CONTRACT AGREEMENT

CONTRACTOR: St. Louis Public School District
ADDRESS: 801 N. 11th St. St. Louis MO 63101
PAYMENT ADDRESS: Same as noted above
TAXPAYER ID NUMBER (TIN): 43600322003
TAXPAYER ID (TIN) TYPE (CHECK ONE): X FEIN SSN

CONTRACTOR CONTACT PERSON: Dr. Kelvin Adams
TELEPHONE: 314-231-3720
E-MAIL: Kelvin.adams@slps.org

DESE CONTACT PERSON: (Technical) Dr. Ron Lankford
TELEPHONE: 573-751-2587
E-MAIL: Ronald.lankford@dese.mo.gov

DESE CONTACT PERSON: (Financial) Andrea Beck
TELEPHONE: 573-751-8292
E-MAIL: Andrea.Beck@dese.mo.gov

CONTRACT TITLE: Math and Science Tutoring Program

CONTRACT PERIOD: June 2012

MAXIMUM CONTRACT AMOUNT: \$300,000

FUNDING SOURCE: HB 2.017

CONTRACT AUTHORITY: Lottery Proceeds Funding

DESCRIPTION OF SERVICES: For the Math and Science Tutoring Programs in St. Louis City

PAYMENT SCHEDULE: The Department of Elementary and Secondary Education (DESE) agrees to pay the contractor an amount not to exceed the contract amount based upon the payment schedule detailed below, providing that DESE has received the funding source monies shown above. Requests for payment must be in writing.

Payment: After all known activities are identified and final invoice is received by the Department.

The contractor shall be responsible for submitting invoices for payment under this contract. Fees and other program income received by the contractor may be used only for activities authorized under this contract. If there is cancellation, only expenses incurred to date, under the terms of the contract, will be reimbursed. All known expenses for activities conducted under this contract will be incurred and billed within the stated contract period; for example, personnel leave accrual and payments, and any severance costs for personnel.

CONTRACT APPENDICES: Along with the terms and conditions specified in this contract, the terms and conditions of the following appendices are incorporated by reference into this contract.

INTERPRETATION OF TERMS: The whole and entire contract of the parties is set forth in this contract, along with the incorporated by reference material. The parties are not bound by any contracts, understandings, or conditions other than as expressly set forth herein. The terms of this contract are to be read and interpreted, if possible, so that there is no conflict between them.

MODIFICATION AND ASSIGNMENT: This contract shall not be changed, modified or assigned in any manner, except by written contract of the parties. The contractor may not delegate or subcontract the performance and obligations imposed hereunder without written consent of DESE. The contractor agrees to provide above said services within the period stated in the contract. Any extension of time for performance of said services must be submitted in writing and approved by DESE.

RENEWALS: DESE shall have the right, at its sole option, to renew the contract for additional one-year periods, or any portion thereof. Renewals shall be mutually agreed to by both parties in writing via contract agreement.

TERMINATION: The DESE reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

ACCOUNTABILITY: While this contract is in effect, contractor assures DESE that it will keep such records, provide such information and submit such reports as may be necessary for auditing, evaluation, or other business purpose

CONFLICT OF INTEREST: If during the term of this contract, the contractor proposes to perform services for others that directly or indirectly conflict with the interests of DESE, the contractor will notify DESE in writing at least two weeks in advance. If it is determined by DESE that the proposed services are a conflict of interest, DESE may terminate this contract without further obligation. By entering into this contract with DESE, the contractor states that there are no conflicting interests, agreements, or obligations existing with any other party.

CONFIDENTIALITY: For a period of five (5) years following contract completion or termination, unless authorized by this contract, the contractor, its employees, agents or subcontractors, will make no outside disclosure of information developed by or communicated to those entities without written or verbal consent of DESE. This restriction does not apply to information which is in the public domain, which is required to be disclosed by law, or which is to be used for publication in academic media.

CONTRACT WORK PRODUCT: Materials developed under this contract are considered works of hire, and the property of DESE. However, the contractor may use any such materials for internal, non-commercial purposes and for academic publications. Materials proposed for publication shall be presented to DESE for review. The contractor shall disclose, as requested by DESE, all materials or

documents arising out of or relating to the services rendered under this contract. All requested documents or materials and all tangible products developed under this contract shall be presented to DESE with the final expenditure report prior to receipt of final payment.

STATUS AS A CONTRACTOR: In the performance of the work and services, the contractor will act solely as an independent contractor and nothing contained or implied in this contract will be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint adventurer between DESE and the contractor. The manner and method of implementing and completing any work to be performed hereunder will be left to the contractor's control, and in accordance with the terms of this contract. The total commitment and liability of DESE in regard to any arrangement or work performed hereunder is to pay the fees pursuant to the provisions of this contract. The contractor shall assume all responsibility for federal, state, or municipal incomes tax, social security, self-employment tax, unemployment compensation, fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other employer-related obligations imposed.

INDEMNITY: *(Please check which one applies)*

POLITICAL SUBDIVISIONS: DESE and the Contractor represent that, as of the date of this agreement, they are public entities established under the laws of the State of Missouri and are not authorized to indemnify other persons or entities liability that may arise under the provisions of this contract. DESE and the Contractor shall both be responsible and liable for their performance of their own respective duties and obligations under this agreement.

FOR STATE ENTITY COVERED BY LEGAL EXPENSE FUND: DESE and the Contractor represent that as of the date of this Agreement they are subject to the Missouri State Legal Expense Fund, established by Missouri Statute and administered and interpreted by the Attorney General For the State of Missouri. DESE and the Contractor have no liability insurance that can extend protection to any other persons.

FOR OTHER THAN STATE ENTITY: The contractor hereby releases DESE from any and all liability for damage to property or loss thereof, personal injury or death during the term of this contract (and any extensions thereof) or thereafter, sustained by the contractor, and any employee, agent or subcontractor employed by the contractor as a result of performing the services under this contract or arising out of the performance of such services, and the contractor will indemnify and save DESE harmless from any and all claims except where such damage, loss, injury, or death is caused by or results solely from the negligence of DESE agents or employees.

CONTRACT EXPENSES AND SALARIES: There will be no duplication of salaries or fees for services rendered under this contract. All expenses relating to this contract will be incurred within the contract period.

UNEXPENDED FUNDS/SURPLUS PROPERTY: The contractor shall not be allowed to carry over any approved funds not expended during the contract period. If it is determined that total payments from the DESE exceed actual year-end expenditures by an amount in excess of the Final Payment amount, the Final Payment will be withheld. If total payments from DESE exceed actual expenditures a refund will be made to DESE.

BUSINESS COMPLIANCE: The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor certifies by signing the signature page of this original document and any amendment signature page(s) that they and any proposed subcontractors are presently in compliance with such laws. The Contractor shall provide documentation of compliance upon request by the Department of Elementary and Secondary Education. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable)
- b. Certificate of authority to transact business/certificate of good standing (if applicable)
- c. Taxes (e.g., city/county/state/federal)
- d. State and local certifications (e.g., professions/occupations/activities)
- e. Licenses and permits (e.g., city/county license, sales permits)
- f. Insurance (e.g., worker's compensation/unemployment compensation)

CONTRACTOR LANGUAGE: The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state.

The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

SUBCONTRACTORS: Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

OFFSHORE DISCLOSURE: The Contractor should provide a description of the following if requested by the Department of Elementary and Secondary Education:

- a. The proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- b. The economic impact returned to the State of Missouri through tax revenue obligations.

- c. A description of the Contractor's economic presence within the State of Missouri (e.g., type of facilities: sales office; sales outlets; divisions; manufacturing; warehouse; others), including Missouri employee statistics.
- d. If any products and/or services offered under this contract are being manufactured or performed at sites outside the continental United States, the Contractor MUST disclose such fact and provide details with the contract.

SOFTWARE LICENSE CERTIFICATION: The contractor hereby certifies that funds received under this agreement shall not be used to acquire, operate, or maintain computer software in violation of United States copyright laws or applicable licensing restrictions and that the contractor has in place appropriate systems and controls to prevent funds received under this agreement from being used in a manner that violates this certification. The contractor is hereby given notice that, if the Department of Elementary and Secondary Education becomes aware that the contractor has failed to comply with this certification, the agency shall take such corrective measures it deems appropriate under this agreement and consistent with the requirements of law."

NONDISCRIMINATION: It is the policy of the Missouri Department of Elementary and Secondary Education not to discriminate on the basis of race, color, religion, gender, national origin, age, or disability in its programs or employment practices as required by Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and Title II of the Americans with Disabilities Act of 1990.

Inquiries related to Department employment practices may be directed to the Jefferson State Office Building, Human Resources Director, 205 Jefferson Street, Jefferson City, Missouri 65102-0480; telephone number 573-751-9619. Inquiries related to Department programs and to the location of services, activities, and facilities that are accessible by persons with disabilities may be directed to the Jefferson State Office Building, Office of the General Counsel, Coordinator – Civil Rights Compliance (Title VI/Title IX/504/ADA/Age Act), 6th Floor, 205 Jefferson Street, P.O. Box 480, Jefferson City, MO 65102-0480; telephone number 573-526-4757 or TTY 800-735-2966; fax number 573-522-4883; email civilrights@dese.mo.gov.

OTHER SPECIFIC PROGRAMMATIC REQUIREMENT(S): None.

APPROVED AND ACCEPTED:

For the St. Louis Public School District

Signature: 

Name: Kelvin R. Adams

Date: 6/12/2012

Title: Supt.

For the Department of Elementary and Secondary Education

Signature: _____ Date: _____

Name: Chris L. Nicastro, Ph.D. Title: Commissioner of Education



BOARD RESOLUTION

Date: June 21, 2012

Agenda Item : 07-10-12-41

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Deanna Anderson, Exec. Dir., Transportation

Action to be Approved: Lease Agreement

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

Previous Board Resolution # 02-17-11-09

Prior Year Cost \$11,974

SUBJECT: To ratify a sole source licensing contract with Education Logistics, Inc. for transportation software to be provided January 1, 2012 through December 31, 2012 at a cost not to exceed \$9,412.

BACKGROUND: The transportation scheduling software, Edulog, enables the District to receive routing and scheduling information from First Student, the transportation provider. SLPS was to use the First Student Edulog license. But, First Student's agreement with Edulog does not allow for SLPS to use all of the features that are needed for boundary planning and enrollment analysis. Therefore, SLPS must pay the 2012 Edulog license but First Student will reimburse the cost for this year. Edulog provides information to the District regarding routing and scheduling of the buses; enrollment projections; boundary planning; report generation and distance 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: 918-00-110-2551-6441	GOB	Requisition #:
Amount: \$9,412.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$9,412.00	<input 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

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent



BOARD RESOLUTION

Date: June 20, 2012
 To: Dr. Kelvin R. Adams, Superintendent
 From: Althea Albert-Santiago, Director, Food Service

Agenda Item : 07-10-12-42
 Information:
 Action:

Action to be Approved: RFP/Bid

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

SUBJECT: To ratify a contract with Sunfarm Food Service to provide the produce to support the Fresh Fruits and Vegetable Program. The contract is for the 2011-12 school year and the cost will not exceed \$277,750.87.

BACKGROUND: Sunfarms was selected as the vendor for this program during a bid process in 2011. They are providing the fresh produce, educational materials and in-class instruction about the benefits of eating fruits and vegetables. They are supporting all fifteen schools in the program.

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

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

Fund Source: Fund 510	Non-GOB	Requisition #:
Amount: \$277,750.87		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Lease Proceeds: \$277,750.87	<input type="checkbox"/> Pending Funding Availability	Vendor #: 600012482

Department: Food Services

Althea Albert-Santiago, Director, Food Services

Mary M. Houlihan, Dep. Supt., Operations

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

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BOARD RESOLUTION

Date: June 18, 2012

Agenda Item : 07-10-12-43

To: Dr. Kelvin R. Adams, Superintendent

Action:

From: Dr. Nicole Williams, Dep. Supt., Academics

Action to be Approved: Contract

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

RFP/Bid # 033-1112

SUBJECT: To ratify contracts with the selected vendors (listed below) to provide Math and Science Tutoring Programs for students living in St. Louis City. The cost will not exceed \$189,000 during the period June 1, 2012 to June 30, 2012.

BACKGROUND: The vendors selected through the RFP process are as follows: Demetrious Johnson Charitable Foundation, North Campus Partnership, and Mark Twain Community Resource Center. In total, 235 students will be tutored in Math and/or Science during the period June 18 to June 29.

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: TBD	Non-GOB	Requisition #:
Amount: \$189,000.00		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$189,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: Various

Department: Academics

Requestor:

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

6/18/2012
Dr. Nicole Williams, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent



June 18, 2012

MEMORANDUM

TO: Dr. Nicole Williams

FROM: Kevin Coyne

RE: RFP 033-1112 Evaluation Record for Math and Science Tutoring Program

The evaluation took place on June 8, 2012. The evaluation committee consisted of the following:

Dr. Nicole Williams	Dep. Supt., Academics
Dr. Alice Roach	Chief of Staff
Blake Youde	Dep. Supt., Institutional Advancement
Mary Houlihan	Dep. Supt., Operations
Sheila Smith-Anderson	Executive Director, Curriculum and Instruction
Vernice Hicks	Intern/Academic Office
Kevin Coyne	Sr. Risk Mgmt and Compliance Analyst

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

Company Name	Bid Amount	Overall Score	Award (Y/N)
Demetrious Johnson Charitable Foundation	\$27,900.00	515	Yes
In It 2 Win	\$300,000.00	134	No
Mark Twain Community Resource Center	\$74,250.00	335	Yes
North Campus Partnership	\$82,750.00	435	Yes
Virtual Nerd LLC	\$4,990.00	204	No

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

Kevin Coyne
 Sr. Risk Management & Compliance Analyst



BOARD RESOLUTION

Date: June 20, 2012

Agenda Item : 07-10-12-44

To: Special Administrative Board

Action:

From: Dr. Kelvin R. Adams, Superintendent

Action to be Approved:
Contract Amendment

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

Previous Board Resolution 06-07-12-12
Approved Amount: \$78,000

SUBJECT: To amend Board Resolution Number 06-07-12-12 a contract renewal with Steven R. Carroll and Associates by \$5,000. The Board originally approved an amount of \$78,000 that referenced "to include expenses". However, the expenses were not built-in the original requested. If this request is approved, the total contracted amount will be \$83,000. The period remains the same, July 1, 2012 through June 30, 2013.

BACKGROUND: Steven R. Carroll and Associates represents the District in bill and amendment drafting, bill monitoring and tracking, day-to-day lobbying at the State Capitol, legislative research on issues and topics, executive branch lobbying, preparation of fiscal impact reports on proposed legislation, etc.

Accountability Plan Goals: Goal: Governance

Objective/Strategy: I.A

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

Fund Source: 800-00-110-2313-6319	GOB	Requisition #:
Amount: \$83,000		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$ 83,000	<input checked="" type="checkbox"/> Pending Funding Availability	Vendor #: 600008116

Department: Superintendent's Office

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Reviewed By:

Reviewed By:

Reviewed By:



BOARD RESOLUTION

Date: June 18, 2012

Agenda Item : 07-10-12-45

To: Dr. Kelvin R. Adams, Superintendent

Action:

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

Action to be Approved: Purchase of Service (s)

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

Previous Board Resolution # 05-17-12-12

Prior Year Cost \$1,814,500.00

SUBJECT: To approve the amendment of contracts with Metropolitan Taxicab Corporation, St. Louis County Cab Company, Inc., and Harris Cab Company to provide taxicabs for student transportation services. The increase is not to exceed \$300,000.00 which will increase the total amount allocated for student transportation services to \$2,114,500.00. The additional cost includes Summer School transportation and outstanding 2010-11 bills just received.

BACKGROUND: The McKinney-Vento Homeless Assistance Act ensures immediate enrollment, educational rights and protection for children and unaccompanied youth experiencing homelessness. Students in homeless situations have the right to get transportation to their school of origin, provided or arranged by the school district, or a joint effort among school districts. Due to the growing number of homeless students requiring transportation in the St. Louis area, the Students-In-Transition transportation cost has surpassed the anticipated budget. Last school year the homeless student count was approximately 2,628. This school year (FY11-12), the count has increased by 22% (3,210).

Accountability Plan Goals: Goal I: Student Performance

Objective/Strategy: III.F

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

Fund Source: 110-2336-6341-822-RM	GOB	Requisition #:
Amount: \$300,000		
Fund Source:		Requisition #:
Amount:		
Fund Source:		Requisition #:
Amount:		
Cost not to Exceed: \$300,000.00	<input type="checkbox"/> Pending Funding Availability	Vendor #: Various

Department: Students-In-Transition

Requestor: Deidra C. Thomas-Murray

Angela Banks, Budget Director

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

Enos Moss, CFO/Treasurer

Dr. Nicole Williams, Dep. Supt., Academics

Dr. Kelvin R. Adams, Superintendent

Students-In-Transition

Transportation Cost Status

June 13, 2012

Dr. Williams:

SPLS Students-In-Transition (SIT) Office continues to notice a growing increase in the number homeless students both locally and with the surrounding districts. Please review the chart below.

During the 2010-2011 School Year, there were several natural disasters that impacted transportation cost. Many of those families continue to struggle with finding affordable housing and have remained homeless during the 22-12 school-year.

In the past, Summer School cost was manageable through the amount that was budgeted for the school-year. This year, it is impossible; the Students-In-Transition Office has received numerous transportation requests from surrounding districts (many from Hazelwood) as well as outstanding bills (Riverview) from the previous school-year.

Therefore, an additional \$350,000.00 is being requested. The additional \$350,000.00 will cover Summer School cost and bills from the prior school-year.

Transportation Budget GOB:

School Year	GOB Transportation Budget	Homeless Student Count	GOB Spent	Incoming Payments	Actual Cost
2008-2009	\$1,600,000.00	1709	\$1,850,000.00	Unknown	Unknown
2009-2010	\$1,300,000.00	2526	\$1,246,650.37	\$236,691.08	\$1,009,959.29
2010-2011	\$1,100,000.00	2975	\$1,284,051.40	\$295,086.95	\$988,964.45
2011-2012	\$900,000.00	3384	\$1,952,500.00	\$499,914.90	\$1,452,585.10

Submitted By:

Deidra C. Thomas-Murray, LMSW, FDCM



BOARD RESOLUTION

Date: June 21, 2012

Agenda Item 07-10-18-46

To: Special Administrative Board

Action:

From: Dr. Kelvin R. Adams, Superintendent

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

SUBJECT: To approve the opening of the Heritage Academy beginning with the 2012- 2013 school session. The location of the school will be as follows:

3955 Saint Ferdinand Avenue,
Saint Louis, Mo, 63115.
Grade Span P3-02

BACKGROUND: As part of the Superintendent's Creating Great Options Initiative, the District is establishing a portfolio of schools designed to meet the varying educational needs of the student populations served in the City of St. Louis. The District originally sought to sponsor charter schools willing to make a commitment to high academic achievement and willing to base their right to operate on the same. This school went through the District review process and they agreed to open as a District Pilot School and are willing to enter into a "Performance-based Agreement." A central component of the Performance-based Agreement will be the academic performance of the students. The District's continued commitment shall be contingent upon an annual review of the academic progress of students by the District.

The Heritage Academy has expressed an interest in leasing the Williams school building from the District. The District will include "performance-based requirements" in the lease.

The Office of Innovation will assume responsibility for monitoring the overall performance of Heritage Academy School.

Accountability Plan Goals: Goal:

Objective/Strategy: I.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:	<input type="checkbox"/> Pending Funding Availability	Vendor #:

Department: Superintendent's Office

Angela Banks, Budget Director

Enos Moss, CFO/Treasurer

Dr. Kelvin R. Adams, Superintendent

Reviewed By: _____

Reviewed By: _____

Reviewed By: _____