

To: David Meadows

From: Frederick Hill

Date: February 6, 2012

Re: Request for Board Approval-Ombudsman Amendment

David,

I request the approval of the Ombudsman contract amendment. The amendment will lower the maximum number of students served from the current 90 slots to 60 slots.

Ombudsman was re-organized for the 2011-2012 school year to serve students academically rather than for discipline. At the end of the 2010-2011 school year, approximately 70 Tupelo High School students were identified as being 2 or more years behind their cohort. In an attempt to accelerate them to an age-appropriate grade level, Ombudsman was re-organized to resemble the High School Advancement Academy. Of the 70 students initially identified, 45 actually enrolled into Ombudsman.

Since all students that fit into this category are required to attend Ombudsman for one academic year, the probability of the district needing 90 slots is not likely. The only students that may be assigned to Ombudsman are students that transfer into the district that qualifies for the program or middle school students that commit less serious infractions of school discipline policies.

Lastly, there will be a significant savings in the original contracted amount and the amended amount. The original cost of the contract for the 2011-2012 school year is \$704,520. The amended amount of the contract is \$483,780. The total savings to the district is \$220,740.

**Ombudsman Program
Alternative Education Services Agreement
Second Amendment**

This Second Amendment to the Agreement dated June 8, 2010, as amended by a First Amendment dated March 9, 2011, which was fully executed on April 4, 2011, between Ombudsman Educational Services Ltd., an Illinois corporation whose address is 1585 North Milwaukee Ave., Libertyville, IL 60048-1359 ("Ombudsman"), and Tupelo Public School District whose address is 72 Green Street, Tupelo, MS 38802 (the "District") is made and entered into this ____ day of _____, 2012.

Whereas, the parties mutually agree to decrease the number of student slots for the term of the Agreement; Therefore, the parties hereby amend the Agreement as follows:

Section 2.1 is amended by deleting the last sentence in its entirety and by substituting:

The learning center will meet the necessary requirements to serve 60 students in grades 6 through 12 in a six-hour learning approach.

Section 3.3.2 is amended by deleting the paragraph in its entirety and by substituting:

3.3.2 2011-2012: The District's cost will be \$587,100 or a per slot cost of \$7,828 per slot for 90 slots through December and \$7,828 for 60 slots from January through May.

Section 3.3.3 is amended by deleting the paragraph in its entirety and by substituting:

3.3.3 2012-2013: If applicable, the District's cost will be \$483,780 or a per slot cost of \$8,063 per slot for 60 slots.

All other provisions of the Agreement dated June 8, 2010, as amended by the First Amendment dated March 9, 2011 and fully executed on April 4, 2011, shall remain in full force and effect.

APPROVED:

District
Authorization:_____

Ombudsman
Authorization:_____

Name:_____

Name:_____

Title:_____

Title:_____

Date:_____

Date:_____