

TO: Dr. Randy Shaver  
FROM: Nancy McReynolds  
RE: Contractual Agreement Considerations  
DATE: March 8, 2011

Please request that the Board acknowledge and award the following contracts:

<u>SITE</u>	<u>Type of Service</u>	<u>Cost</u>	<u>Companies</u>
District SPED <b>CO1129</b>	Service Agreement	As Needed	Millcreek School

Ms. Mary Ruth Wright wishes to enter an agreement with Millcreek School will collaborate on services to students. The period of performance of services under this agreement shall be August 9, 201 through July 29, 2011. Cost of services will be determined by the State Department of Education.

<u>SITE</u>	<u>Type of Service</u>	<u>Cost</u>	<u>Companies</u>
Tupelo Schools <b>CO1130</b>	Service Agreement	As Needed	Ms Dept of Educ.

In 2006-07, Tupelo Public School District began participation in the School-Based Administrative Claiming (SBAC) Program through an agreement with the State Department of Education. Due to the numerous departments that have administered this program since it began, the office of Healthy Schools has now requested another agreement be signed by all participating districts. Resources from this program support our occupational and physical therapy costs and is a much needed revenue source.

<u>SITE</u>	<u>Type of Service</u>	<u>Cost</u>	<u>Companies</u>
Alternative Site Program <b>CO1131</b>	Service Agreement	\$54,000 Mar 21-May	Ombudsman

**Increase slots & cost for 2010-2011 and subsequent years.**

Dr. Shaver wishes to amend an agreement with the Ombudsman program dated June 8, 2010, which includes August through May for the 2010-2011, 2011-2012 and 2012-2013 school years. The original agreement was for 60 slots at a beginning rate of \$456,000 for year 1, \$469,680 for year 2, and \$483,780 for year 3. In order to increase the number of slots to 90 beginning March 21, 2011, Ombudsman will add an additional cost of \$54,000 (or \$1,800 per slot pro-rated) for the current school year. For year 2011-2012, the new cost will be \$704,520 for 90 slots, and for year 2012-2013, the new cost will be \$725,670 for 90 slots. In the event that TPSD wishes to non-renew this agreement, notice must be given prior to March 30<sup>th</sup> each year. If the contract is not renewed after the 2010-2011 school year the District will be charged 10% of the first year's fees as a penalty for terminating the contract. The payment schedule will be in ten equal monthly installments August through May with payment due within thirty days from the date of each invoice.

**AVAILABILITY OF FUNDS:** It is expressly understood that the fulfillment of the conditions of the Agreement between Customer and Vendor is conditioned upon the receipt of governmental funding, and that any cessation or reduction of such funds shall constitute grounds for termination of the Agreement. In the event of the contingency herein described, the Agreement shall terminate on the last day for which funds were available, without penalty or expense to Customer of any kind whatsoever, except as to payment for services or performances actually received or rendered for which funds exist.

# **CHARTER BUS SERVICE CONTRACT**

<b><u>Trip Date</u></b>	<b><u>Site</u></b>	<b><u>Teacher</u></b>	<b><u>Destination</u></b>	<b><u>Company</u></b>	<b><u>Qty/Total Cost</u></b>
4/1/2011	TMS	C. Yarber	Birmingham AL	Barkley	2 \$2020.00
<b>BC10-11 015</b>		7 <sup>th</sup> and 8 <sup>th</sup> grade pre AP Science students to the		McWane Center	