

Written Contractual Agreement between Calhoun County Schools
and

State-Approved Supplemental Educational Services Provider

**THE SCHOOL BOARD OF CALHOUN COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

THIS SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER AGREEMENT

("Contract") is made and entered into this _____ day of _____ 2009, between The School Board of Calhoun County (hereinafter referred to as the "DISTRICT"), and

Name of State-Approved SES Provider:

Contact Address:

City, Zip, State:

Supplemental Educational Services Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the state-approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for Supplemental Educational Services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education and has met the qualifications to be certified as a Supplemental Educational Services PROVIDER; and

WHEREAS, PROVIDER is willing to provide such services to DISTRICT's eligible students if selected by the parent/guardian of eligible students; and

WHEREAS, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to the DISTRICT, students and parents during the term of this Contract.

DEFINITIONS

- **SES Eligible Student** – students from low-income families, as determined by the school district, who are attending a Title I funded school that is in year two or beyond school improvement, corrective action, or restructuring.
- **Student Learning Plan (SLP)** - NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. The SLP also includes how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's Individualized Education Program (IEP) under Individuals

with Disabilities Education Act (IDEA) or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Parent/Guardian** – For the purpose of this contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.
- **Withdrawal** – Failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the state-approved application.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. TERM

This contract shall become effective upon full execution of the contract by both parties and shall remain in force until June 30, 2010.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. ASSIST PARENTS

DISTRICT shall assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

B. SES - ENROLLMENT FORM

DISTRICT shall make available to PARENTS and PROVIDER a copy of the SES Enrollment Form both before and during the school year. PROVIDER shall not complete the SES —Enrollment Form. It is the PARENT'S sole responsibility to complete the SES Enrollment Form.

C. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within 20 school days after the close of each enrollment period of the student's name, school, and address and telephone of record, and allow the PROVIDER to initiate contact with the student's parents for the provision of SES. To ensure SES PROVIDERS have access to correct student contact information, the DISTRICT has to maintain an updated student contact list.

D. PROVIDE STUDENT ACADEMIC AND PERFORMANCE INFORMATION

Once a PROVIDER has been notified the DISTRICT shall, upon request, make available to PROVIDER all appropriate student academic performance and benchmarking information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Dynamic Indicators of Basic Early Literacy Skills (DIBELS), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively develop the SLP and begin services to the student in a timely fashion. Determine the students' weakest benchmark areas, the district is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

E. PAY PROVIDER

I. ACTUAL SERVICE

DISTRICT agrees to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. PROVIDER may not charge DISTRICT for students who do not attend tutoring session as scheduled. Services beyond the Supplemental Educational Services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plan (SLP), homework help, transportation and/or provision of facilities, are not eligible to be invoiced by the PROVIDER and will not be paid by DISTRICT.

II. PER-MEETING FEE

DISTRICT shall pay provider a set fee per tutoring session per student. For the 2009-2010 school year, this **per-student fee shall be \$1,154.00 based on the Preliminary Fiscal Year 2009-2010 Title I Part A Allocation from Department of Education**. This amount may change, based on requested waiver from USDOE, which will be done through the amendment process. Invoices will be due on the first Tuesday of the month for the preceding month. Invoices will be processed by the second Tuesday of the month and mailed by the following Thursday. Invoices received after the first Tuesday of the month will be processed the following month.

III. AGGREGATE FEE

The total amount the DISTRICT will pay the PROVIDER for SES during 2009-2010 school year shall be the lesser of: (1) the costs of the services provided; or (2) **per-student fee shall be \$1,154.00 based on the Preliminary Fiscal Year 2009-2010 Title I Part A Allocation from Department of Education**. This amount may change, based on requested waiver from USDOE, which will be done through the amendment process. . DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

IV. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services, provided that the DISTRICT shall give the PROVIDER at least fourteen (14) days written notice of its dissatisfaction and offer the provider the opportunity to improve. If the provider improves its services to the district's satisfaction within that 14-day period, there shall be no interruption in payment.

F. INFORM PROVIDER OF DISTRICT POLICIES AND TRAINING ON USE OF DISTRICT SES FORMS

Agree to make available to PROVIDER (in a timely fashion) clearly written information of all DISTRICT policies related to SES and proper use of all DISTRICT SES forms.

3. PROVIDER OBLIGATIONS

The PROVIDER must:

A. MEETINGS

DISTRICT may conduct an Annual Provider Meeting or a Technical Assistance Meeting and will notify PROVIDER of the meeting times and dates no later than 10 business days prior to the meeting. PROVIDER **must** attend the Annual Provider Meeting (if held by DISTRICT) to discuss PROVIDER obligations. Due to extenuating circumstances (illness or extreme weather) in lieu of the annual PROVIDER meeting, PROVIDER may schedule an individual meeting with DISTRICT SES Program Specialist within seven (7) days after the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Calhoun County, Florida as a certificate holder and additional insured.

Provider shall furnish certificate(s) of insurance no later than September 1, 2009. If not provided by September 1, 2009, contract will be terminated.

Certificates of coverage shall include adequate information to determine adequacy of coverage, including, but not limited to:

1. Confirmation of deductibles for each policy and coverage.
2. Copy of additional insured endorsement.
3. Copy of the endorsement providing thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.
4. Copy of endorsement providing waiver of subrogation.

In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to DISTRICT.

All insurance policies shall be insured with insurers qualified to do business in Florida.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Calhoun County, Florida as an additional insured utilizing the following language: The School Board of Calhoun County, Florida, including all current, former, and future Board members, employees, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (*Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage*) **Limits: \$1,000,000 per occurrence/\$1,000,000 aggregate.**
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)

- (1) Workers' Compensation: **Limits: \$500,000 Statutory Limits.**
- (2) Employers Liability: **Limits: \$500,000**
- 3. Auto Liability (if the provider is transporting students) **Limits: \$1,000,000 per occurrence for bodily injury and property damage liability. Coverage to include owned, non-owned and hired vehicles.**
- 4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) **Limits: \$1,000,000 per occurrence/\$1,000,000 aggregate.**
- 5. Professional Liability Insurance: **Limits: \$1,000,000 each occurrence** for Individuals and Professional Corporations. Professional Liability Insurance is written on an "occurrence" basis. Coverage applies to the Tutoring Services provided by the PROVIDER and includes the Corporation and its employees.
- 6. Evidence of Insurance Coverage. Certificates of insurance evidencing the required coverage shall be submitted to the DISTRICT **by September 1, 2009** and at least ten (10) days before each renewal term.
- 7. Additional Insured Status. The **DISTRICT** will be added as an additional insured for the General Liability.

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for, or receiving Supplemental Educational Services without the written permission of the parent/guardian of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by **Vicki Davis, Assistant Superintendent**, prior to distribution. All marketing materials distributed to parents must include the following:

- *"In order for your child to be eligible for free tutoring, your child must attend a Title I School in year two or beyond of school improvement AND be eligible for Free or Reduced Price Lunch for the 2009-2010 school year."*

Notwithstanding, marketing materials approved under the original agreement, and already in print, shall remain approved and shall be grandfathered under the provisions of the original agreement. Such materials do not need to be re-submitted for approval.

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

Failure to comply with all marketing requirements will result in this contract becoming null and void. DISTRICT must notify PROVIDER of either approval or disapproval of marketing materials no later than ten days from receipt by DISTRICT.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and bonuses for recruiting students for the PROVIDER.

PROVIDER shall not attempt to influence or bias parents' completion of the parent survey or any other evaluation of the provider's services including an assurance of truthful submission of assessment data.

As reflected in the Assurances Section of the PROVIDER'S state application, PROVIDER agrees to adhere to the SES Provider Code of Ethics of the Education Industry Association (EIA) as revised January 8, 2008, a copy of which is attached to this agreement.

III. CONFLICT OF INTEREST

PROVIDER agrees to furnish to DISTRICT a valid copy of the PROVIDER'S partnership agreement if PROVIDER is a partnership or the Articles of Incorporation if PROVIDER is a corporation and a complete and accurate list of the members of the governing body of the legal entity. PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited to, DISTRICT employee policies.

IV. CONDUCT OF PROVIDER EMPLOYEES

- All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children. Clothing shall have no vulgarities or sexually suggestive graphics.
- Employees of the PROVIDER shall refrain from smoking or use of tobacco in any facility, property, or vehicles owned by Calhoun District Schools in accordance with SBE Rule 2.113.

Any person wishing to use tobacco products must leave the school grounds to do so.

- The Provider employees shall refrain from the use of vulgarities while on school board property.
- Provider employees shall observe the hours, rules, and policies of Calhoun District Schools while working on Calhoun District Schools' premises.

V. FINGERPRINT/BACKGROUND CHECK

PROVIDER agrees that as a condition of entering into this contract, pursuant to § 1012.32 and § 1012.465, Florida Statutes, any person entering school grounds or having direct contact with students on behalf of PROVIDER must meet Level 2 screening requirements as described in § 1012.32, Florida Statutes. Screening will be at PROVIDER'S or employee's expense and must be completed and credentials issued by the DISTRICT prior to the screened individual having access to students or to the school grounds. Any person entering school grounds or having direct contact with students on behalf of PROVIDER will submit a copy of their Driver's License or a state approved picture identification card. The DISTRICT reserves the right to prohibit any employee of PROVIDER from having contact with students on DISTRICT property if the DISTRICT has reason to believe that the safety or health of the students might be in jeopardy.

PROVIDER employees already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be re-fingerprinted as they are already in the background clearance database. If PROVIDER hires a DISTRICT employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to **Jennifer Hill, SES Program Specialist**, for verification of clearance.

PROVIDERS shall keep a current list of all employees updated and e-mail the DISTRICT'S SES Program Specialist at jenny.hill@calhounflschools.org if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees **must wear DISTRICT ID** badges with the employee's name and picture prominently displayed at all times while providing services **on DISTRICT property**.

All PROVIDER employees **must wear COMPANY ID** badges with the employee's name prominently displayed at all times while providing services **off of DISTRICT property**.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT SES Program Specialist prior to allowing a tutor to provide tutoring to any student(s). The PROVIDER must sign the Tutor Training Log verifying that all tutors have been trained in the procedures listed below and has

received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

PROVIDER shall provide training to their tutors regarding assessing students and submitting student data.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at Annual Provider Meeting, Technical Assistance Meeting, or by email), and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. DISTRICT SES FORMS

PROVIDER agrees to utilize DISTRICT'S SES forms to include but not be limited to: SES Application Form, Student Learning Plan, Student Record Access Log, Request For Use of Facilities/Facilities Fees form, Facilities Use Log, Tutor Training Log, Attendance Rosters and Progress Reports. PROVIDER agrees to keep the DISTRICT'S SES forms up to date, send in reports as due, and will not alter any district forms. DISTRICT agrees to provide adequate training to PROVIDER in the features and use of DISTRICT'S SES forms.

I. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parent/guardian and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER.

PROVIDER must clearly state the level of the student prior to the start of SES. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an assessment instrument approved by the FDOE as part of the PROVIDER state application. The goals set forth in the SLP must address specific deficiencies of the student based on test scores or DISTRICT input. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards, the pre-assessment score from the test administered by the PROVIDER, the measure of growth that the student will achieve based upon the anticipated post-assessment scores, and the timetable for improving the student's performance. All goals must be related to the Next Generation Sunshine State Standards and be consistent with the student's IEP (if applicable). PROVIDER shall submit no more than five (5) but at least three (3) goals per subject area on each student's SLP. PROVIDER agrees to submit MONTHLY student's progress to the district/teachers and make students aware of their progress. The SLP shall also contain the description of how the parent and student's teacher will be informed at least monthly of the student's progress. The SLP must be approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDER agrees to make three (3) documented attempts to obtain parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties. **However, before payment for service is made to the PROVIDER the parent signature must be on the Student Learning Plan.**

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parent/guardian. PROVIDER, DISTRICT or the parent/guardian may request a review of a student's SLP. PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from DISTRICT before terminating any SLP. A student's SLP shall terminate if the student ceases to be enrolled in DISTRICT.

Parent/guardian shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing as a *separate contract (independent of this contract)*, agreed upon in advance and signed by the parents/guardian. *In no event shall the agreed upon charges obligate DISTRICT financially, nor shall DISTRICT incur any obligations or expense in excess of the state/federal reimbursement amount as determined and published by the Florida Department of Education.*

J. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S 'REQUEST FOR USE OF FACILITIES' form, which outlines facilities use and fees. DISTRICT may deny an applicant's request provided such denial is based upon clearly stated DISTRICT policy that is uniformly enforced for all similar groups requesting use of DISTRICT facilities. DISTRICT facilities may not be available during non-student days. PROVIDERS using DISTRICT'S facilities will not have access to the DISTRICT'S computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure.

PROVIDERS who are permitted to use DISTRICT'S facilities shall submit the completed 'REQUEST FOR USE OF FACILITIES' form fifteen (15) days prior to intended use of facility. All completed 'REQUEST FOR USE OF FACILITIES' forms and checks should be turned in to the SES Program Specialist. If PROVIDER does not submit the completed form fifteen (15) days prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the REQUEST FOR USE OF FACILITIES request will be denied and the PROVIDER will not be allowed to use the facility. The DISTRICT shall deliver revisions to PROVIDER once they are effective. One average size classroom may be used to tutor no more than ten (10) students at any one time.

If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER will maintain a 'Facilities Use Log' for each tutoring session, entering the time they arrive and the time they leave the campus. The log must be submitted to the SES Program Specialist by the first Tuesday of each month for the preceding month. Fees and all subsequent charges that result from damage or additional clean-up fee will be due and payable to Calhoun County School Board the 10th of the month following each quarters end.

If the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal's designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

K. STUDENT RECORDS

All student records shall be kept in a secure location preventing access by unauthorized individuals. PROVIDER will maintain *an access log delineating date, time, agency, and identity of any individual accessing student records* who is not in the direct employ of PROVIDER.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parent/guardian of DISTRICT'S student. PROVIDER shall not forward to any person other than parents/guardians, any student record without the written consent of the parent/guardian or DISTRICT.

PROVIDER shall maintain a monthly student sign-in sheet. The student sign-in sheet should include the name of each student, name of PROVIDER, the employee who rendered the service, the amount of time of such service, and the student's signature or parent's signature for each session attended. PROVIDER is paid only for sessions students attend. All **records of attendance** shall be maintained on the DISTRICT'S SES forms, must be kept up to date, and **will be due with the invoice to be considered for payment.**

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend two consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately and the DISTRICT may drop the student from the program for non-attendance.

If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the DISTRICT.

I. ATTENDANCE ROSTERS

The **MONTHLY** Attendance Roster should include the name of each student, name of PROVIDER, the employee who rendered the service, and the start time and end time of such service. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name on the attendance sheet at the end of each session the student attends. A student signature will only be accepted in the event that the PROVIDER has received written notice from the parent that the student is to walk home. The person signing should also note the time the student is being signed out of the PROVIDER'S care. If the PROVIDER is computer based they should submit a form generated from the program being used by the student showing the dates and times the student was logged into the system. The student's tutor should sign the bottom of each attendance record verifying that all data recorded on the Attendance Roster is complete and

accurate. All **records of attendance** shall be maintained on the DISTRICT'S SES forms and must be kept up to date and will be **due with the invoice to be considered for payment**.

II. PROGRESS REPORTS

PROVIDERS may use their Progress Report Forms but the form must include the following information:

- a. Student's name,
- b. School,
- c. Homeroom teacher,
- d. Date Progress Report was sent to the parent and school/district
- e. The goal(s) the student is working towards,
- f. The percentage of each tutoring goal accomplished as evidenced by tutoring work completed,
- g. The student's level of attendance, and
- h. Level of participation must also be included.

For each student, PROVIDER agrees to submit at least MONTHLY student's progress to each student's parents and district/teachers and make students aware of their progress. PROVIDER shall also administer a post-assessment using the same instrument and provide the DISTRICT with the pre-assessment score and the post-assessment score as part of the progress report. The PROVIDER shall assess student growth on each goal and report the score as part of the final student progress report. The final report shall contain the pre-assessment scores and the post-assessment scores for each goal.

The PROVIDER must inform the DISTRICT at least ten (10) days prior to administering post-assessment of the location and time the test will take place.

PROVIDER must at least **MONTHLY** notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English and/or Spanish. **Progress Reports** will be **due with the invoice to be considered for payment**

L. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2009, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least 20 days prior to the start date.

Tutoring must commence within thirty (30) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of students that the DISTRICT assigns to PROVIDER, the DISTRICT will reassign any students that have not started tutoring within 20 calendar days and PROVIDER will not receive any incoming students from DISTRICT'S future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of students. Failure to start tutoring with the remaining 20%

of students will result in DISTRICT reassigning students within 20 calendar days to a new company.

Unless other arrangements have been made with DISTRICT, the PROVIDER may only add new students to their tutoring sessions at the school sites the first week of each month. SLP's for students at the school sites must be submitted on or before October 9, 2009.

M. TUTORING SERVICES

I. PROVIDER APPLICATION

PROVIDER must deliver services in compliance with the PROVIDER'S state approved application.

II. FEDERAL/STATE LAWS

During the term of this Agreement, PROVIDER shall comply with all applicable federal, State Board of Education, and local statutes, laws ordinances, rules and regulations relating to the provision of Supplementary Educational Services, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Contract.

PROVIDER must also ensure that the SES is in compliance with federal/state laws and DISTRICT Rules regarding health, safety, and civil rights including but not limited to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.

III. TUTORING CONTENT

Tutoring sessions must be related to each student's goals. If it is found that tutoring is not in conformity with the PROVIDER'S state approved application, the student's SLP, or the student's MONTHLY Attendance Roster, then that tutoring session will not be paid for by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT SES Facilitator or DISTRICT SES Program Specialist to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to two (2) hours per day and six (6) hours per week. PROVIDER agrees to not start SES tutoring after 7:00 pm CST.

V. SCHEDULE

The provider shall meet with each eligible student who requests SES services from a provider to offer Supplemental Educational Services in mathematics, science, and reading/language arts aligned with the Next Generation Sunshine State Standards. The instruction shall be provided beyond the regular school day.

N. CONTROL OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is

placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER.

O. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours for which services were provided, and an amount due. **Parent signature on the Student Learning Plan must be obtained before the DISTRICT will issue payment for services.** For each monthly invoice PROVIDER shall submit:

- I. Original attendance records as described in Section K.I. or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.
- II. A progress report as described in Section K-II for each student completed at the end of each month.

Tutoring that extends beyond six (6) hours per week or two (2) hours per day will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount not to exceed the per hour rate as stated in the state-approved application or the state approved SES per pupil allocation. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. Invoices will be due on the first Tuesday of the month for the preceding month. Invoices will be processed by the second Tuesday of the month and mailed by the following Thursday. **Invoices received after the first Tuesday of the month will be processed the following month.**

All invoices must be **submitted and received** by the first Tuesday of the month for the preceding month to the DISTRICT SES Program Specialist at jenny.hill@calhounflschools.org or Special Programs Office, 16651 SE River Street, Blountstown, FL 32424. Unless extended by DISTRICT to allow for make-up sessions, the last day that PROVIDER may provide SES will be **March 19, 2010**. The last day to submit an invoice will be **May 3, 2010**.

The DISTRICT reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the district's right to recover erroneous, excessive, or illegal payments.

P. INCENTIVES

PROVIDER must limit student incentives as follows:

- I. Must not exceed a total of fifty dollars (\$50.00) per student for all incentives;
- II. Incentives must be earned by achievement or attendance;
- III. PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign-up. Only students signed-up with a PROVIDER may be informed of achievement or attendance incentives.

PROVIDER shall not provide parent incentives.

Q. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses two or more days of tutoring in a timely manner. If a student fails to attend two consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three attempts, the PROVIDER should notify the DISTRICT immediately and the DISTRICT may drop the student from the program for non-attendance.

R. CONTINUE TUTORING

PROVIDER must continue to provide Supplemental Educational Services to eligible students who are receiving such services until **March 19, 2010**, or until exhaustion of District funds per student allocation amount as determined and published by the Florida Department of Education.

S. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by DISTRICT and shall be invited to participate in the review of each student's progress by DISTRICT as needed. DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, review lesson plans, interview PROVIDER, and review students' progress including the behavior intervention plan, if any.

T. INSPECTION AND AUDIT

PROVIDER shall provide access to records or reports, or other matters relating to the Contract, upon request by DISTRICT or appropriate federal agency. During the term of this agreement, and for five years thereafter, the provider shall maintain detailed records of all the services rendered pursuant to this contract, including student eligibility information, employee records, progress reports, lesson plans, invoices, and all other documentation associated with providing SES to eligible students in the DISTRICT.

The DISTRICT, its auditors and representatives, auditors and representatives of the state education department, and USDE shall have the right to examine and inspect such records at any time. The provider shall cooperate with any and all reasonable requests to inspect records.

U. SUBCONTRACT AND ASSIGNMENT

PROVIDER shall not subcontract or assign any of the work contemplated under this Contract without first obtaining written approval from DISTRICT. Such approval shall be attached and made part of this Contract. Subcontracts or assignments may be entered into only with PROVIDERS certified by the Florida Department of Education.

Any sub-contractor or assignee shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions.

V. INDEMNIFICATION

PROVIDER shall defend, hold harmless, and indemnify DISTRICT and its governing board, officers, agents, and employees from and against all liabilities and claims for

damage for death, sickness, or injury to any person(s) or damage to any property, including, without limitation, all consequential damages and expenses (including attorney fees), from any cause whatsoever arising from or connected with its service hereunder, resulting from the negligence or intentional acts of PROVIDER, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this Contract.

W. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

X. REQUIRED DOCUMENTS

PROVIDER shall provide the DISTRICT with the following required documents when the executed contract is submitted to DISTRICT.

- I. Insurance certificate with satisfactory evidence of compliance with all insurance coverage Insurance Section of this contract.
- II. Accident/Incident reporting procedures as described in the Accident/Incident Report Section of this contract.
- III. Certification regarding debarment, suspension or ineligibility for award (34 CFR 85)

The following certification is applicable only to contract for \$25,000 or more that are funded in whole or part with Federal funds.

By signing this document, the PROVIDER certifies that it:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency
- B. Has not, within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
- C. Is not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with, commission of any of the offenses enumerated in paragraph b. (above) of this section, and
- D. Has not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

4. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT, PROVIDER is not in compliance with this contract.

If DISTRICT gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the DISTRICT will give written notice to terminate this contract.

5. TERMINATION

To terminate this Contract, either party shall give twenty (20) calendar days written notice as provided herein prior to the date of the termination. The fourteen (14) day notice of intent to withhold will be counted as part of the twenty (20) calendar day written notice.

This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due dates as specified in this document.

- A.** This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the **due date, September 1, 2009**.
- B.** This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- C.** This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- D.** If DISTRICT must present PROVIDER with more than two notices of intent to withhold, upon third such notice DISTRICT will notify PROVIDER of intent to terminate this contract.
- E.** PROVIDER'S exercise of its right to terminate this Contract shall not alleviate its responsibilities to complete any existing SLP's. Upon termination without default of PROVIDER, DISTRICT shall pay, without duplication, for all services satisfactorily performed to date of termination. In consideration of this payment PROVIDER waives all rights to any future payments for damages.
- F.** Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

6. PROHIBITION OF LOBBYING

No funds made available shall be used in any way for lobbying or fundraising activities.

7. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two independent entities and is not intended to and shall not be construed to create a relationship with the PROVIDER of agent, servant, employee, partnership, joint venture, or associate. PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll, taxes, withholding, insurance, workers compensation coverage and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Contract.

8. NON-EXCLUSIVITY

It is understood that the DISTRICT may also contract with other PROVIDERS to provide SES services. This contract in no way gives exclusivity to the PROVIDER for services rendered under the SES program.

9. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the Laws of the State of Florida with venue in Calhoun County, Florida.

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to **Vicki Davis, Assistant Superintendent, Special Programs Office, 16651 SE River Street, Blountstown, FL 32424**. PROVIDER shall have the right to submit written documentation concerning the dispute and DISTRICT shall conduct a fair and thorough investigation concerning the dispute. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing. If the determination of the DISTRICT results in termination of this contract, PROVIDER will be given ten (10) calendar days written notice and may appeal the decision to the FDOE, which will be responsible for rendering a final written determination that will be binding on the parties.

11. MODIFICATIONS AND AMENDMENTS

This Contract may be modified or amended only by a written document signed by authorized representatives of PROVIDER and DISTRICT. *No change in this Contract or in the SLP shall result in DISTRICT financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to DISTRICT.*

Once an addendum and extension is entered into, all portions of the Original Agreement shall remain in force unless there is a conflict in language. In any area of conflict, language in the addendum and extension shall take precedence.

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to **Vicki Davis, Assistant Superintendent, Special Programs Office, 16651 SE River Street, Blountstown, FL 32424**. All correspondence to PROVIDER will be provided to the address as noted on the PROVIDER'S state approved application unless DISTRICT is otherwise notified in writing.

13. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforceable by DISTRICT for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in effect.

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of Calhoun County Title I Supplemental Educational Services documentation constitutes the entire Agreement between DISTRICT and PROVIDER:

- a. Contract
- b. SES Enrollment Form
- c. PROVIDER state-approved application
- d. Insurance Provisions

- e. Tutor Training Log signed
- f. Student Learning Plan (SLP)
- g. Request for Use of Facilities/Facilities Fees
- h. EIA Code of Ethics as amended January 8, 2008
- i. Verification of Level 2 Clearance

These documents supersede any prior or understanding or agreement with respect to the services contemplated.

