

**THE SCHOOL BOARD OF ST. LUCIE COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT**

THIS SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER AGREEMENT

("Contract") is made and entered into this _____ day of _____ 2011, between The School Board of St. Lucie County (hereinafter referred to as the "DISTRICT"), and

Name of State-Approved SES Provider:

Contact Address:

City, State, Zip Code:

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 of 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 achievement goals for the student, how the student's progress will be measured, and a time table 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.

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 5, 2012.

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. STUDENT ENROLLMENT FORM

DISTRICT shall make available to PARENTS and PROVIDER a copy of the Student Enrollment Form both before and during the school year. PROVIDER shall **not** complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student 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 twenty (20) school days after the close of each enrollment period of the student's name, school, address, telephone number 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 immediately make available to PROVIDER all appropriate student academic performance and benchmark information (including previous year's Florida Comprehensive Assessment Test (FCAT) scores, Florida Assessment Instruction In Reading (FAIR), results of formative benchmark assessments, etc.) that will assist PROVIDER to effectively develop the SLP and begin services to the student in a timely fashion.

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. FEES

DISTRICT shall pay PROVIDER a set fee per completed series of tutoring sessions per student. For the 2011-2012 school year, this per-student fee shall be **\$ 1,145.00** DISTRICT shall process payments to PROVIDER within thirty (30) calendar days of receipt of invoice.

I. AGGREGATE FEE

The total amount the DISTRICT will pay the PROVIDER for SES during 2011-2012 school year shall be the lesser of: (1) the costs of the services provided; or (2) \$1,145.00, which is the district's per-pupil Title I allocation. DISTRICT will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

II. SATISFACTORY SERVICES

The DISTRICT is not obligated to pay for unsatisfactory services, provided that the DISTRICT shall give the PROVIDER at least thirty (30) 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 30-day period, there shall be no interruption in payment.

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

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

3. PROVIDER OBLIGATIONS

The PROVIDER must:

Minimum Per Site

PROVIDER must be able to deliver supplemental educational services to school districts in which PROVIDER is approved by the state. If PROVIDER withdraws from offering services to students in a school district in which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimums per site set by PROVIDER have been met, DISTRICT must report PROVIDER to the FDOE. PROVIDER shall be immediately removed from the state-approved list for the current school year for district. Upon the second such withdrawal in any school district, PROVIDER shall be ineligible to provide services in the state the following school year.

Minimum number per site: _____

A site is defined as _____.

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 ten (10) business days prior to the meeting. PROVIDER must attend the Annual Provider Meeting (if held by DISTRICT) to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2010-2011, or if PROVIDER did not attend the DISTRICT Technical Assistance Meeting at the end of the 2010-2011 school year. 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

Professional Services (Corporate Provider) Educational Services Insurance Requirements and Hold Harmless Agreement

PROVIDER shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Thirty (30) day advance notice of cancellation is required. The policies must be specifically endorsed to grant the DISTRICT the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement must be attached to the certificate of insurance. The DISTRICT by and through its Risk Management Department and in cooperation with the Purchasing Department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein from time to time throughout the term of this contract.

The PROVIDER shall maintain insurance, through the term of this Agreement, as follows:

- (a) Commercial General Liability Insurance, including Contractual Liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage - any 1 fire	\$100,000
Medical expense - any 1 person	\$10,000

- (b) Business Automobile Liability for any auto (all owned, hired, and non-owned autos) with a combined single limit of not less than \$1,000,000. In the event PROVIDER does not own any automobiles, the DISTRICT will accept proof of hired and non-owned Auto Liability only.

- (c) Worker's Compensation Insurance with limits equal to Florida statutory requirements, or a certificate of exemption from such requirement. Employer's Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum.
- (d) Professional Liability (Errors & Omissions Liability) including coverage for corporal punishment and sexual misconduct, with limits of at least \$1,000,000 each claim and in the aggregate.
- (e) The DISTRICT shall be listed as an Additional Insured under both the General Liability and Auto Liability Insurance Policies. The policies must be specifically endorsed to grant the DISTRICT the same notification rights that it provides to the first named insured as respects cancellation and nonrenewal. This endorsement must be attached to the certificate of insurance. A waiver of subrogation shall be provided under the General Liability, Auto Liability, and Worker's Compensation Insurance Policies. Coverage applies on a primary basis.

HOLD HARMLESS AGREEMENT

The PROVIDER shall, in addition to any other obligation to indemnify the DISTRICT and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the DISTRICT, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the PROVIDER, any subcontractor of the PROVIDER, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by the PROVIDER, any subcontractor of the PROVIDER, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance to work; or
- C. liens, claims or actions made by the PROVIDER, any subcontractor of the PROVIDER, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor of the PROVIDER under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the DISTRICT to enforce this hold harmless agreement shall be borne by the PROVIDER.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive the DISTRICT's rights and immunities under the common law or Florida Statutes including, but not limited to, Section 768.28, Florida Statutes, as amended from time to time.

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 Yvonne Johnson, Coordinator, 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 its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2011-2012 school year.”

In addition PROVIDER must 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 (10) 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.

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.

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. 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 Lynn Louderback, Fingerprint Processing Specialist, for verification of clearance.

PROVIDERS shall keep a current list of all employees updated in the DISTRICT SES software and e-mail the DISTRICT'S program specialist 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 on DISTRICT property.

VII. TUTOR TRAINING

PROVIDER must submit the Tutor Training Log to the DISTRICT Title I Office 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.

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 or Technical Assistance Meeting), 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.

3. CONFIDENTIALITY OF STUDENT RECORDS

PROVIDER shall provide all staff members, including volunteers, with instruction and training in the identification and handling of confidential student records and information; distribute the following policies, manuals, and guides relating to the proper handling of such records and information: School Board Policy 5.70 (Student Records) and the Student Educational Records Manual ("Confidentiality Guidelines"); and agrees that all staff members will abide by such policies, manuals, and guides.

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. SES SOFTWARE

PROVIDER agrees to utilize DISTRICT'S SES software to print MONTHLY attendance rosters, document tutoring locations, develop the Student Learning Plan, record attendance, and print and submit invoices. PROVIDER agrees to keep the DISTRICT'S SES software up to date within two (2) weeks of services rendered. DISTRICT agrees to provide adequate training to PROVIDER in the features and use of DISTRICT'S SES software. As long as the DISTRICT'S SES software is functioning properly, any PROVIDER support calls to the SES software company over two hours per contract year will be at PROVIDER cost at \$75.00/hour. This cost will be clearly documented and deducted from PROVIDER'S invoices.

I. PRE and POST ASSESSMENTS

The SLP must be based on academic performance data provided by the DISTRICT and an assessment conducted by the state-approved SES PROVIDER. PROVIDER agrees to the following Pre and Post Assessment Requirements:

- a. The Provider will submit to the District a summary of all assessment instruments approved for use by the Provider in their state approved application. The summary will define the assessment instrument, the grade levels it will be used to assess, the subject and benchmarks assessed the grading scale and an interpretation of the results.
- b. The Provider will conduct a pre and post assessment with each student, using an instrument defined in the Provider's state approved application, and will record the results if the pre and post assessment in Cayen System.
- c. The Provider will complete the pre assessment with each student prior to the development of the student's SLP, and record the results in the Cayen System prior to submitting the SLP for content approval. SLP's submitted without pre assessment results shown on the SLP will be denied.
- d. The provider will use the same grade level and assessment instrument to conduct a post assessment used to pre assess the same student.
- e. A copy of the pre assessment, completed by the student will be submitted to the District with the signed SLP. The pre assessment will show the name of the student, subject, grade level, data completed and the person who administered the assessment.

- f. A copy of the post assessment, completed by the student, will be submitted to the District with the final invoice and final progress report. The post assessment will show the name of the student, subject, grade level, date completed and the person who administered the assessment. Final invoiced hours will be defined for payment if the final progress report and a copy of the post assessment are not submitted.
- g. Providers are prohibited from billing the district for time used to conduct pre and post assessments of student and for the development of the SLP.
- h. Provider will notify the students' school site facilitator ten (10) days in advance of the scheduled post assessment including the data, time and location that the post assessment will be administered with students.

J. 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. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the 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 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 monthly of the student's progress. The SLP must be signed 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.

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.*

K. 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 School Board Policy 9.30, Community Use of Facilities, 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 a completed Rental of Facilities Agreement fourteen (14) days prior to intended use of facility. All Rental of Facilities Agreements should be turned in to Bernadette Keaney, Facilities Department, 327 NW Commerce Park Dr., Pt. St. Lucie, FL 34986. If PROVIDER does not submit the completed form prior to the intended use of the facility, DISTRICT will notify PROVIDER in writing that the Rental 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 must inform the principal's designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

L. STUDENT RECORDS

Any and all personally identifiable records of a student are confidential, and PROVIDER shall access such records in the course of providing professional services under this Contract only if and to the extent the PROVIDER or the PROVIDER's employee has a legitimate educational interest in the information contained in such records. The PROVIDER shall implement operating practices and procedures that will (i) maintain the confidentiality and assure the physical security of all student records accessed and used in the course of providing professional services under this Contract; (ii) prohibit the release or disclosure of such records to anyone except authorized DISTRICT personnel, (iii) prevent any unauthorized access to such records, and (iv) preclude the unauthorized use, release, or disclosure of the information contained in such 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 software and must be kept up to date within two (2) weeks of the tutoring sessions.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER shall notify the DISTRICT in writing within ten (10) calendar days through the DISTRICT'S SES software program 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 (3) attempts, the PROVIDER should notify the DISTRICT immediately.

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.

PROVIDER shall provide all SES student records under its custody or control to the DISTRICT within thirty (30) calendar days of completion or termination of a student's SLP or upon termination of this Contract.

1. 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. 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 software and must be kept up to date within two (2) weeks of the tutoring sessions.

2. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included. PROVIDER must **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, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

To send progress reports to regularly inform the student's parents, the student's school and the Board regarding the student's progress toward achieving the goals stated on the SLP. Progress reports will be submitted to each according to the following schedule:

To parents Weekly Monthly Other _____

To the school Weekly Monthly Other _____

To the Board Monthly Other _____

Progress will be reported to Board employee Yvonne Johnson.

M. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2011, contingent upon receipt of the DISTRICT approved student enrollment list being provided at least twenty (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 twenty (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 twenty (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 at least three (3) business days prior to the start date.

N. 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 six (6) hours per week.
Shall **not** tutor during winter break or spring break

V. SCHEDULE

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

Sessions per Week: _____

Sessions per Month: _____

Type of Service: *Check and complete all that apply.*

Online One-on-One

Small Group Large Group

Maximum number of students per tutor _____

Time/Day of Sessions: _____

Location of Sessions: *Check all that apply.*

- | | | |
|--|---|---|
| <input type="checkbox"/> School Campus | <input type="checkbox"/> Provider facility | <input type="checkbox"/> Faith-Based Center |
| <input type="checkbox"/> Community-Based Center | <input type="checkbox"/> Student's home (on-line or computer-based) | |
| <input type="checkbox"/> Child Care Center | <input type="checkbox"/> Public site such as Public Library | |
| <input type="checkbox"/> Student's home with tutor present | | |

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

O. 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.

P. 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. 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 will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of \$1,145.00 not to exceed the per hour rate as stated in the state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. Invoices are due the 15th of the month following services rendered. All invoices must be submitted to the DISTRICT Title I Office, 4204 Okeechobee Road, Ft. Pierce, FL 34947. Unless extended by DISTRICT to allow for make-up sessions, the last day that PROVIDER may provide SES will be June 5, 2012. The last day to submit an invoice will be June 15, 2012.

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.

Q. 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.

R. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses two or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

S. CONTINUE TUTORING

PROVIDER must continue to provide Supplemental Educational Services to eligible students who are receiving such services until June 5, 2012, or until exhaustion of DISTRICT funds per

student allocation amount as determined and published by the Florida Department of Education.

T. 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.

U. 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.

V. 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.

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.

1. RIGHT TO WITHHOLD

DISTRICT may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of DISTRICT the 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.

2. 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.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, October 15, 2011.
This Contract may be terminated if PROVIDER is unable to meet the agreed-upon goals and timetables as established in the student's SLP.
- B. This Contract may be terminated if PROVIDER fails to comply with all marketing requirements or if PROVIDER distributes incorrect information about PROVIDER'S program.
- C. If the 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.
- D. 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.
- E. Any amounts owed DISTRICT by PROVIDER at the time of Termination will be set off against the final payment.

3. PROHIBITION OF LOBBYING

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

4. INDEPENDENT CONTRACTOR STATUS

This Contract is by and between two (2) 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.

5. 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.

6. GOVERNING LAW

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

7. 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 Genelle Yost, Assistant Superintendent of Federal Programs & Title I Schools, 4204 Okeechobee, Road, Ft. Pierce, FL 34947. 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 FLDOE, which will be responsible for rendering a final written determination that will be binding on the parties.

8. 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.*

9. 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 Yvonne Johnson, Coordinator, 4204 Okeechobee, Road, Fort Pierce, Florida 34947. 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.

10. SEVERABILITY CLAUSE

If any provision of this Contract is held in whole or in part to be unenforced-able by DISTRICT for any reason, the remainder of that provision and of the entire.

11. ENTIRE CONTRACT/AGREEMENT

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

- a. Contract
- b. Student Enrollment Form
- c. PROVIDER state-approved application
- d. Insurance Certificates
- e. Tutor Training Log signed
- f. Student Learning Plan (SLP)
- g. School Board Policy 9.30, Community Use of Facilities
- h. EIA Code of Ethics as amended January 8, 2008.

These documents supersede any prior or understanding or agreement with respect to the services contemplated. Agreement shall be severable and remain in effect.

**THE SCHOOL BOARD OF ST. LUCIE COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT
Signature Page**

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Kathryn Hensley
Board Chairperson: Name / Signature / Date

Michael J. Lannon
Superintendent (St. Lucie County): Name / Signature / Date

The School Board of St. Lucie County
4204 Okeechobee Road
Ft. Pierce, FL 34947

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Provider Authorized Representative: Name / Title / Signature / Date

Name of Supplemental Educational Services Provider:

Address

City / State / Zip Code

Phone Number/ Tax Identification Number:

Authorized name, contact number and address for sending notice and information if different from above:

<u>Yvonne Johnson, Coordinator</u>		<u>4204 Okeechobee Road</u>	
Name	/ Title	Address	
	<u>772/429-5530</u>	<u>Ft. Pierce, FL</u>	<u>34947</u>
Date	/ Phone Number	City /	State / Zip Code

Additional Contract items regarding PRE and Post Assessments by SES Provider

