

# FLORIDA DEPARTMENT OF EDUCATION



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## Technical Assistance Paper

### Contractual Agreement between School Districts and State-Approved Supplemental Educational Services (SES) Providers

**Summary:**

The No Child Left Behind (NCLB) Act, signed into law in January 2002, amended the Elementary and Secondary Education Act of 1965 and provides low-income parents whose children attend Title I schools identified as being in need of improvement an opportunity to access free tutoring or Supplemental Educational Services (SES). The purpose of this document is to provide a tool and guidance for Florida's school districts in preparing and executing a written agreement between the district and state-approved SES providers to ensure compliance with federal and state laws. This Technical Assistance Paper replaces TAP Number: BPSO-2006-004 dated July 2006, disseminated via K12 Memo 2006-107, July, 2006.

**Contact:** Mary Jo Butler, [maryjo.butler@fldoe.org](mailto:maryjo.butler@fldoe.org); Anke Toth, [anke.toth@fldoe.org](mailto:anke.toth@fldoe.org)  
850. 245. 0479

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School District and State-Approved SES Providers**

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## **A. GENERAL INFORMATION**

### **A-1. What is the legal authority for the contractual agreement between a school district and a state-approved Supplemental Educational Services (SES) provider?**

According to the No Child Left Behind (NCLB) Act codified as 20 U.S.C. § 6316, a Title I school identified as failing to make adequate yearly progress (AYP) for three or more consecutive years must provide all students enrolled in the school with the option to transfer to another public school in the district and must offer parents of all eligible students an opportunity for their child to participate in Supplemental Educational Services (SES) or free tutoring.

Each school district must provide annual notice of the availability of SES, the identity of approved providers within the school district, a brief description of the services and qualifications of staff, and demonstrated effectiveness of each provider to parents. The district must enter into an agreement with each provider chosen by their parents that:

- requires the district to develop, in consultation with the parents and the provider, a plan that includes the specific achievement goals for the student, how the student's progress will be measured, and a timetable for improving the student's achievement
- describes how the provider will regularly inform the student's parents and teachers regarding the student's progress
- provides for terminating such agreement if the provider is unable to meet the goals and timetables
- contains provisions relating to the district making payments to the providers
- prohibits the provider from disclosing the identity of any student eligible for or receiving SES to the public without written permission of the parents.

### **A-2. What is the purpose of the contractual agreement between a school district and state-approved SES provider?**

The purpose of the contractual agreement between a school district and state-approved SES provider is to outline the responsibilities of school districts and state-approved SES providers and provide a framework for an efficient and effective collaborative partnership for implementing NCLB school choice.

### **A-3. What are the responsibilities of the school district?**

NCLB and Florida law [Section 1008.331, Florida Statutes (Supplemental Educational Services in Title I schools; school district and provider responsibilities)] outline the responsibilities of school districts related to the implementation of NCLB school choice and Supplemental Educational Services.

The school district must:

- enter into a district/provider contract with each approved SES provider approved to serve the school district. The school district is responsible for ensuring services are consistent with the district/provider contract.
- create a streamlined parent enrollment and provider selection process for SES and ensure that the process enables eligible students to begin receiving SES no later than October 15 of each school year. In the event that the contract with a state-approved

provider is signed less than 20 days prior to October 15, the provider shall be afforded no less than 20 days from the date the contract was executed to begin delivering services.

- reassign students to another provider for the remainder of the student's funding allocation if the provider's services do not begin by the timelines, if the provider's district/provider contract is terminated, or if the provider is removed from the state-approved list
- pay for the tutoring services from Title I funds or other funds reserved for this purpose once a parent chooses a provider
- use the same policies for providers regarding access to school facilities that the district applies to other organizations that have access to school sites
- provide parents with a list of providers approved by the state to serve students in the school district, with a brief description of the services of each provider
- provide each provider with state approval to serve students in the district with students' names, school, address, and telephone number of record.
- allow the providers to contact the students' parents to schedule a meeting to discuss or conduct an assessment and develop the Student Learning Plan (SLP) once parents have selected the provider and after the contract between the district and the provider has been signed. The district will provide the information only for those students whose parents signed consent forms allowing the district to share the information with providers.
- terminate the contract if the provider fails to meet the goals and timelines as noted in the contract.

#### **A-4. What are the responsibilities of the state-approved SES provider?**

NCLB and Florida law [Section 1008.331, Florida Statutes (Supplemental Educational Services in Title I schools; school district and provider responsibilities)] outline the responsibilities of state-approved SES providers related to the implementation of NCLB school choice and Supplemental Educational Services.

The provider must:

- enter into an agreement with the school district designed to enable the student to attain his or her specific achievement goals as established by the school district in consultation with the student's parents and the provider
- ensure that eligible students begin receiving SES no later than October 15 of each school year. However, in the event that the contract with a state-approved provider is signed less than 20 days prior to October 15, the provider shall be afforded no less than 20 days from the date the contract was executed to begin delivering services
- provide services to eligible students no later than October 15 of each school year contingent upon their receipt of their district-approved student enrollment lists at least 20 days prior to the start date
- develop in consultation with the school district and parents who selected the provider the SLP that includes specific student achievement goals, how each student's progress will be measured, timetable for improving achievement; and, for students with disabilities, a plan that is consistent with the student's Individualized Education Program (IEP) or the student's section 504 plan
- adhere to the timetable for improving the student's achievement that is developed by the school district in consultation with the student's parents and the provider

- ensure that it does not disclose the identity of any student eligible for or receiving SES to the public without the written consent of the student's parent or the student in the event the student is 18 years of age or older
- provide SES consistent with applicable health, safety, and civil rights laws
- ensure that the services comply with all federal and state laws and regulations, and with school board policy related to health, safety, and civil rights, including but not limited to, the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and Individuals with Disabilities Education Act (IDEA)
- provide services that are secular, neutral, and nonideological
- ensure that instruction and content are consistent with the instruction used by the school district and aligned with the Sunshine State Standards as provided for in section § 6A-1.09401, FAC
- ensure that the curriculum and instruction is designed to help students attain proficiency in meeting the state's academic achievement standards.

#### **A-5. What entities are eligible to provide SES?**

NCLB defines SES as tutoring or other additional academic instruction provided to students outside the regular school day. These services must be high quality, research based, and specifically designed to increase the academic achievement of students in low-performing schools. Entities eligible to provide SES may include:

- individuals
- for-profit companies
- non-profit organizations
- community-based/faith-based organizations
- institutions of higher education
- local educational agencies such as a Florida public school district, a university laboratory school, and Florida Virtual School, that is not identified as in need of improvement, corrective action, or restructuring
- public schools not identified as in need of improvement, corrective action, or restructuring
- charter schools that are not identified as in need of improvement, corrective action, or restructuring
- private schools
- 21<sup>st</sup> Century Community Learning Centers that are not affiliated with school districts identified as in need of improvement, corrective action, or restructuring
- public libraries
- distance learning services, including computer-based instruction
- in-home tutoring services
- family literacy programs
- child care centers serving school-age students
- regional educational consortia
- school districts that are in need of improvement and have obtained a United States Department of Education (USDE) waiver to be providers of SES.

**A-6. Can school districts apply to become an SES provider?**

Yes, school districts or schools that are not identified as in need of improvement, corrective action, or restructuring may apply to be an SES provider. If the district or school is later identified as in need of improvement, corrective action, or restructuring, the district or school will be removed from the list of approved SES providers unless a USDE waiver has been granted.

**A-7. Which districts are required to offer SES?**

All school districts that have Title I schools identified in their second year of school improvement [a school that has not met adequate yearly progress (AYP) for three consecutive years] corrective action, or restructuring must offer SES to eligible students. Students from low-income families (eligible to participate in the Free or Reduced Price Lunch program - FRPL) are eligible for SES. If the school district determines that the amount of funds is insufficient to provide these services to all eligible students whose parents requested the services, the school district must develop a process to prioritize the services to the lowest-achieving students.

**B. ESSENTIAL COMPONENTS OF THE WRITTEN CONTRACT BETWEEN THE SCHOOL DISTRICT AND SES PROVIDER**

**B-1. What are the essential components of the written contract between the school district and state-approved SES provider?**

NCLB requires that each school district enters into an agreement or contract with each state-approved provider that parents select. The agreement must include all of the essential components identified in NCLB as follows:

- development and implementation of the Student Learning Plan (SLP) that includes specific student achievement goals, how each student's progress will be measured, timetable for improving achievements, and for students with disabilities, consistency with individualized education program
- description of how the provider will regularly inform each student's parents and teachers of student's progress
- provisions for termination of agreement if provider is unable to meet goals and timetables
- provisions for payments to the provider by the district, and
- prohibitions from disclosing to the public the identity of any student eligible for or receiving SES without written parental permission.

Contracts should include, at a minimum, the required components listed above and may include additional components to facilitate collaborating partnerships for implementing SES.

**B-2. What are the general provisions or terms of agreement?**

The following general provisions or terms of agreement must be included:

- the date the contract takes effect and how long it is in effect
- notice provision outlining the process by which either party may cancel the contract
- mutually agreed-upon procedures for implementing the contract

- renegotiation and notification process
- indemnification clause, if applicable, to detail each party's responsibility for acts of negligence
- authority to execute the contract (Example: 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).

### **B-3. Which definitions should be included in the contract?**

Any necessary terms that are included in the contract must be defined, such as:

- **SES Eligible Students** – 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 parent 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 timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's IEP under IDEA or the student's section 504 plan. The SLP must also describe how the student's parent and teacher will be regularly informed of the student's progress.
- **Parents/Guardianship** – 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 or appointed by IDEA.

### **B-4. What are the obligations of the school district that should be outlined in the contract?**

The contract should address the following obligations of the school district relating to the implementation of NCLB school choice and SES:

- provide each state-approved provider in the district with students' names, school, address, and telephone number of record and allow the providers to contact the students' parents to schedule a meeting to discuss or conduct an assessment and develop the SLP once parents have selected providers and after the contract between the district and the provider has been signed. The district will only provide students information of those students whose parents signed consent forms allowing the district to share the information.
- terminate the contract if the provider fails to meet the goals and timelines required
- agree to pay the provider for SES. Services beyond SES consistent with the state-approved application, including assessing students, assistance with homework, supervision of students, transportation, and development of the SLP are the responsibility of the provider.



**B-5. What are the responsibilities of the state-approved SES provider that should be outlined in the contract?**

The contract should address the following responsibilities of the provider for implementing Supplemental Educational Services:

- outline the delivery of services consistent with the state-approved application. Districts may want to attach a copy of the state-approved application to the contract for review and monitoring purposes
- provide services to eligible students no later than October 15 of each school year contingent upon their receipt of their district-approved student enrollment lists at least 20 days prior to the start date. In the event that the contract with a state-approved provider is signed less than 20 days prior to October 15, the provider shall be afforded no less than 20 days from the date the contract was executed to begin delivering services.
- ensure that the SES comply with all federal and state laws and regulations and with school board policy related to health, safety, and civil rights, including but not limited to the Americans with Disabilities Education Act (ADA), section 504 of the Rehabilitation Act, and Individuals with Disabilities Act (IDEA)
- provide a description of how the provider will regularly inform each student's parents and the student's teachers regarding the progress of the student in improving academic achievement as outlined in the SLP
- track and report students' attendance and implement interventions for students who are habitually absent
- agree to not disclose to the public the identity of any student eligible for, or receiving, supplemental educational services, without the written permission of the parent of such student.

**B-6. What are the specific provisions that should be included in the contract?**

***Staffing***

The provider must have the capacity and resources to provide SES to students. Provisions that reflect the procedures that will be used to maintain, monitor, and notify the school district regarding personnel updates related to any staff changes should be included.

It is recommended that district employees working for providers sign a dual employment form to ensure no conflict of interest and compliance with district school board policies. District employees hired by providers are prohibited from conducting provider business during school time, or using district resources such as the district email system.

A district employee hired by a provider should not be the "face" of a company at his or her own school, as this practice clearly endorses one provider over another.

Districts should ensure that employment incentives considered by a company do not encourage tutors to conduct any provider-related business during school hours, promote their company with parents, or provide information that favors one provider over others. A provider cannot pay bonuses to district employees hired by a provider for recruiting students. See sample guidelines under appendix A.

### ***Fingerprint/Background Check***

This section should outline the local school district's requirements and procedures for fingerprinting and background checks for all employees who have direct contact with students or have access to school grounds including online tutors. The district may wish to include the statutory authority that requires all employees of providers who work with students or with student information to obtain clearance from a Level 2 background screening (see Section 1012.32, Florida Statutes). This section may include the district's policy related to the processing and monitoring of background checks for district employees hired by the provider and any fees charged by the district for these services. It is important to identify who is responsible for ensuring background checks for all provider staff, who is responsible for paying for the checks, and who is responsible for monitoring the process. Providers are responsible for expenses incurred in the provision of SES, including employee background checks and administrative expenses.

### ***Insurance***

This section should describe the district's policy related to liability insurance, including coverage for the providers' employees who may transport students. Include the amount of the liability insurance, personal injury protection and property damage liability, workmen's compensation insurance, professional liability and abuse coverage, and the amount of the deductible. Address district requirements related to naming the district as an additional insured and a provision to provide written notice to the district prior to any cancellation or material change to the policy.

### ***Transportation***

This section should describe any special terms or conditions related to transportation such as insurance, district-provided transportation, provider-provided transportation, or provider-contracted transportation. Transportation arrangements and costs for students receiving services under the contract are between the provider and the eligible student's parents. The district has no obligation to provide transportation in connection with the provider's services under the contract.

### ***Accident/Incident Report***

This section should describe any requirements for the provider to submit a written procedure for accidents or incidences when a student suffers an injury, injures another individual, or is involved in an activity requiring notification of law enforcement or emergency personnel. See appendix B.

### ***Child Abuse Reporting***

This section should describe the requirement for the provider to ensure that all employees, including volunteers and substitutes, are familiar with and agree to the child abuse and/or missing children reporting obligations and procedures under Florida law. Address any requirements for the provider to provide training to the employees regarding the mandated reporting of child abuse or missing children. See Section 1006.061, Florida Statutes.

### ***Conflict of Interest***

This section should include any district policies related to provider's partnership agreement or bylaws of a corporation to include the list of members of the governing body of the legal entity. Include language to avoid actual or potential conflict of interest on behalf of the provider or its employees.

### ***Control of Students***

This section should describe responsibilities of the provider for the control and safety of all students beginning with the time students arrive for services until the students are placed under the control of the parent/guardian or other approved caregiver. Include any requirements related to signing in and signing out of students by person(s) responsible for the students' care after the tutoring session. The contract should address consequences for verified reports of lack of supervision of students.

### ***Marketing and Incentives***

This section should outline any specific guidelines and restrictions regarding marketing of services, including the duties of the local school district to provide information to parents, as well as advertising and marketing by providers. Marketing includes sharing information related to the services, resources, materials, or other relevant information regarding the provider. School districts are responsible for enrolling students into the program. Florida law requires that districts provide a streamlined process for parents to receive information regarding eligibility and approved service providers. Providers must not be prohibited from marketing their services directly to members of the community or from providing information to the public about the availability of educational services. The contract should address whether the provider is required to submit marketing materials to the district for review prior to distribution.

State law prohibits monetary incentives for enrolling students; however, incentives are allowed for student performance or attendance not to exceed a value of \$50.00 per student per year, see Section 1008.331(1), Florida Statutes. Providers shall not offer a student, parent, or teacher any form of incentive for enrolling a student with a provider. According to the 2008-2009 Request for Applications and General Assurances, applicants must agree to abide by ethical business practices as adapted by Education Industry Association (EIA) Code of Professional Conduct and Business Ethics for SES Providers as amended on January 8, 2008. This Code of Professional Conduct and Business Ethics restricts the promotion of any allowable attendance or performance incentives to the period following student enrollment. The enrollment period ends after the district officially assigns a student to a state-approved SES provider.

See EIA Code of Professional Conduct and Business Ethics for SES Providers (1/8/2008) at [http://www.educationindustry.org/EIA/files/ccLibraryFiles/Filename/000000000220/EIA%20SES%20Code of Standards and Ethics final%20rev 1-08-08.pdf](http://www.educationindustry.org/EIA/files/ccLibraryFiles/Filename/000000000220/EIA%20SES%20Code%20of%20Standards%20and%20Ethics%20final%20rev%201-08-08.pdf).

Districts should address any district policy prohibiting providers from offering and school staff from accepting gifts that could be perceived as incentives for a particular provider. You may obtain additional information in the Department's *Technical Assistance Paper related to Public School Choice Parent Outreach and Notification (K12 Memo 2007-58)* dated April 9, 2007.

### ***Required Documents***

This section should list any documents required by the school district and the deadline for submitting them to the district, such as:

- Insurance certificates
- Partnership agreements and bylaws
- Invoicing
- Accident/incident procedures
- Sign in and sign out procedures,
- Remedies for breach, sanctions, penalties
- Termination for cause
- Compliance with federal statutes and executive orders
- Reporting requirements
- Patent rights and copyrights
- Access by federal agency, comptroller general of US to records
- Retention of records

### ***Schedule for Tutoring***

This section should outline the expected timelines for providers to commence tutoring students and any consequences for noncompliance. Districts may wish to include language that districts have the authority to specify a certain date by which providers are required to serve students or students will be reassigned to their parents' second or third choice of providers. Tutoring sessions must be consistent with the approved application, the contract, and students' learning plans.

### ***District Access***

This section should specify any district policy requiring provider notification to the district of any change in location at which services are provided to students. Include any policies requiring the provider to allow access by the district to any facilities for periodic monitoring of students' instructional programs and for review of students' progress. Address whether district staff have access to observe tutoring sessions, interview providers and tutors.

### ***Notice of Intent for Enrollment***

This section should address the district policy related to parents' rights to enroll their children to participate in SES. Specify the authority for enrolling eligible students into the SES program and identify specific prohibited actions such as providers duplicating, altering, completing, distributing, or submitting enrollment forms on behalf of parents. Include consequences for noncompliance of district enrollment procedures.

### ***Student Learning Plan (SLP)***

The SLP must be developed in consultation with the school district, the parents, and the provider and must include a process for measuring a student's progress, as well as a timetable that focuses on steps for improving the student's achievement, a timeline for provision of services and achievement of goals, and the process for informing teachers and parents regarding the student's progress. The agreement must be signed by all parties before services

can begin. Districts must address alternative means by which providers can document consultation with parents, for instance, when all three parties are unable to meet together.

In cases where SES providers are approved to serve in both subject areas, districts should identify in the contract who has the final authority to decide which subject area will be selected, should the parent, school, or SES provider disagree.

A provision should be included in the written contract that allows for termination if the provider fails to meet the student progress goals and timetables. Provisions governing payment for the services and those addressing missed tutoring sessions should be outlined.

The contract should address district policy related to revising or amending a student's SLP. Include the provisions pursuant to the Request for Application for 2008-2009 that prohibit providers from directly billing the district for conducting pre- and post-assessments of students and developing the SLP. You may obtain additional information related to students' SLPs in the Department's *Technical Assistance Paper Related to the Development, Implementation, and Evaluation of Parent District Provider Agreements*, TAP #2006-002, dated July 2006 and *Technical Assistance Paper (TAP) Related to Parent District Provider Agreement (PDPA)*, TAP # 2006-008, dated October 2006.

### ***Student Progress Reports***

Providers are responsible for regularly reporting students' progress toward achieving the goals stated in the SLP including the benchmarks to parents and teachers. The contract should provide a description of how frequently the students' parents and teachers will be informed of the students' progress, including consequences for failure of timely submitting the report. The Department recommends a monthly dissemination of the student progress report.

The contract should address district policy regarding student attendance such as documenting attempts to contact parents and unexcused absences.

The opportunity to allow students to make up sessions should be included in the SLP and contract if district policy permits this option.

### ***Student Records***

Federal and state laws protect the rights of students and their parents regarding student records and reports as created, maintained, and used by public educational institutions in the state. See, Section 1002.22, Florida Statutes; 20 U.S.C Section 8132g; 20 U.S.C Section 8132h. Personally identifiable records or reports regarding a student and any personal information contained therein are confidential. A state or school district may not permit the release of such records, reports, or information without the prior written consent of the student's parent.

SES providers must also adhere to these federal and state laws and regulations. According to USDE, it is not a violation of the Family Educational Rights and Privacy Act (FERPA) for SES providers to contact parents and guardians of students served in the SES program in previous years. However, it would be a violation of FERPA to contact parents via a postcard.

The contract should describe the requirements for securing all student records and preventing access by unauthorized individuals. Include provisions related to the prohibition of sharing any

student information with third parties without prior written consent of students' parents. Include procedures related to monitoring and auditing by the district, as appropriate.

Address policies related to attendance, such as:

- responsible party for sending out notification if a student fails to attend
- accurate recordkeeping
- responsible party for withdrawing a student for lack of attendance.

### ***Inspection and Audit***

This section should describe district policies related to access to records or reports or other relevant information upon request by the district and the requirements for maintaining records for five years from the end of a fiscal period of the source of funding.

### ***Supplies, Equipment, and Facilities***

The contract should outline responsibilities related to the provision of appropriate supplies, equipment, and facilities relative to the provision of services as required by each student's SLP. Include all policies related to the use of school facilities by providers and access to computers, supplies, and equipment on school campuses, including terms and agreements if school facilities are used. School districts, using the same policies applied to other organizations that have access to school sites, shall provide access to school facilities to providers that wish to use these sites for SES. However, if many providers are approved to offer services in a school district or if other after-school programs are housed in the schools, it may not be possible for all providers to use school facilities. Therefore, school districts should select providers to operate onsite in a manner that is fair, transparent, and objective. The contract should clarify consequences for not paying for facility usage within a given deadline or specific number of days. However, a district cannot deny access to school facilities to a state-approved provider in subsequent years.

Specify the requirement for providers to notify the district regarding the location (other than school facilities) in which services will be rendered and the requirement that all sites must be maintained in a clean and safe condition and be located in an area that is safe and secure for students. Districts may request copies of facility agreements related to the delivery of SES services on sites other than school ground.

### ***Invoices, Billing, and Payment***

In order to streamline the process for receiving and paying invoices for services rendered, specific requirements for payment should be addressed in the contract. Attention should be given to any provisions for nonpayment or withholding payment. Outline the process for submitting invoices, including timelines for submitting invoices and payment to the provider. Providers are responsible for payment of all taxes and fees resulting from payment from school districts for services.

This portion of the contract should also state the basic requirements for information to be included on the invoices such as name and address of student, name of parent or guardian, and name of service provider. Include any required additional information such as the type of information required for payment to be issued, itemized invoice, definition of services, proof of

services rendered, rate consistent with stated rate in approved application, number of hours or session, and total amount due.

Districts should ensure that their invoice management process will identify any duplicate or incomplete invoices and that invoices will be approved for payment only when they reflect services provided pursuant to a signed contract.

Districts may also wish to indicate the per pupil allocation and total allowable contact hours, and any prohibition for exceeding that amount.

School districts are encouraged to provide training for state-approved SES providers regarding fiscal business practices established by the district to avoid delay in invoicing procedures. See appendix C. If the district uses specific SES software, the contract should outline the requirement to use the software for attendance rosters, documentation of tutoring locations, SLPs, progress reports, etc.

### ***Termination***

This section is important to ensure that all interests are clarified and an understanding reached for acceptable performance. The district may wish to state the process for making modifications and or amending the contract, as well as providing notice by either party.

This section should identify all reasons and conditions for which a contract could be terminated. Any prohibitions such as lobbying or intimidation; misrepresentation of services; discrimination against providers, schools or students; defamation of the local school district or providers, or exclusivity, should be clearly stated. Provisions should also be included for indemnification and compliance with local and state laws. Districts are required to contract with each provider approved by the state to serve the districts.

Contracts should include a statement pertaining to independent contractor status and allow for a dispute resolution process.

Districts should specify formal complaint procedures including written notification procedures, response or rebuttal timeline or cure periods, progressive consequences, and appropriate due process. See appendix D and E.

### ***Code of Ethics***

This section should include the district policy related to document noncompliance with the EIA Code of Professional Conduct and Business Ethics and consequences for noncompliance.

The contract should address the expected behaviors and business practices related to student enrollment and marketing and consequences for noncompliance. District should outline specific consequences for documented unethical behavior by any provider staff.

### ***Conduct of Provider Employees***

The contract should describe any policy related to conduct, dress, or behavior required by the district or provider employees. May include requirement for provider employees to agree and adhere to the EIA Code of Professional Conduct and Business Ethics for SES Providers. See appendix F.

Districts may wish to include a summary of district procedures that providers and provider employees are required to follow.

### ***Prohibition of Defaming the District***

Districts should specify any district policy that prohibits provider or provider's employees from defaming the school district and include list of venues where this is prohibited, if appropriate, such as recruiting, presentations, etc. Include any consequences.

### ***Prohibition of Lobbying***

This section should include any prohibition of the use of funds provided through the contract to be used for the purpose of lobbying.

### ***Discrimination***

Districts should specify the federal law that prohibits any provider from discriminating on the basis of race, religion, sex, age, handicap, or sexual orientation in employment or operation of the program. The contract should describe consequences for discrimination by provider or provider employees.

### ***Indemnification***

This section should specify all requirements related to liabilities and claims for damages or damage to any property from any cause arising from the services contracted through the agreement. Districts should provide provisions for termination of the contract for noncompliance.

### ***Subcontract and Assignment***

This section should include any prohibitions for the contracted provider to subcontract or assign any portion of the services covered under the contract to another party without prior written consent of the school district.

### ***Mandatory Technical Assistance Meetings***

Districts should specify all procedural terms and conditions of any mandatory meetings or provider fairs including fingerprint/background checks for all SES provider staff.

### ***Compliance with Laws***

This section should specify the requirement for the provider under the terms of the contract to comply with all applicable federal, state, State Board of Education, and local laws, rules, and regulations relating to the provision of SES.



### ***Governing Law***

The contract should specify that the terms and conditions of the agreement are governed by the laws of the state of Florida and the local school boards.

### ***Disputes***

Districts should describe the process and procedures by which any dispute between the district and the provider is submitted and resolved.

### ***Modifications and Amendments***

This section should describe process for modifying or amending the contract after it has been signed by authorized representatives of the district and provider.

### ***Severability Clause***

This section should detail language related to whether provisions are included to sever any portion of the contract if any provisions are deemed to be unenforceable.

### ***Contract/Agreement***

The contract should outline all documents that constituted the entire agreement or contract between the district and provider.

## **C. CONTRACT MANAGEMENT**

### **C-1. Who is responsible for the management of the contract between the district and the SES provider?**

All district school boards that contract with state-approved SES providers must assign district personnel to be responsible for the management of such contracts. Generally, the district Title I coordinator or SES coordinator will take the lead. Curriculum coordinators and ESE specialists may possess expertise in unique areas and may be able to assist in the implementation of the contract between the district and a state-approved SES provider.

### **C-2. When should districts begin the contract process with a SES provider?**

The Department notifies all school districts regarding the AYP designation for all schools by mid-June of each year. This notification will identify the Title I schools identified as in need of improvement, corrective action, or restructuring. District staff may wish to contact providers approved to provide SES in their district as soon as possible following the release of the approved provider list and the adequate yearly progress status of Title I schools to begin the contract process between the district and providers.

### **C-3. When should contracts be effective?**

It is recommended that contracts are effective from July 1 to June 30 of each year. This will provide opportunities for districts to implement summer SES programs for students.

**C-4. Can a district impose a start date earlier than the date identified in Florida law?**

Florida law requires that services to students begin by October 15 or within 20 days of the date the contract is signed. Districts should not impose in their contracts a start date earlier than October 15. Providers must be prepared with the necessary infrastructure to begin services to students as soon as possible, following the execution of the contract with the school district. Each contract between a provider and a school district should indicate the date the contract takes effect and the length of the contract.

**C-5. Can a district refuse to contract with a state-approved SES provider?**

No, according to United State Department of Education (US ED), a district cannot refuse to contract with an SES provider on the state-approved list. The Department recommends that districts require any providers that had systemic problems during the school year to sign the district's basic SES contract and include an addendum that was specific to the problem areas. This addendum could include consequences, such as shorter timelines for corrective action and termination of contract.

According to US ED Non-Regulatory Guidance related to SES, a school district may not impose requirements that relate to whether a provider has an effective program. Doing so would undermine the state's authority to establish standards for the approval of providers as having effective programs and to determine which providers meet these standards.

**C-6. Can school districts include termination-without- causes clauses in their contract with a state approved SES provider?**

Yes, however these clauses should require agreement of both parties so that termination-without-cause clauses do not run afoul of the district's responsibility to contract with state approved providers selected by a parent. Where services may no longer be needed or where there is insufficient evidence of a breach, both parties may agree to termination. Utilizing termination-without-cause clauses as a means of rejecting providers who have been approved by the Department should be avoided. If the provider's conduct is egregious, the districts must report the matter to the Department.

**C-7. Can the school district determine timelines for contract approval?**

Yes, school districts have the authority to set timelines that providers are required to meet such as signing contracts, completing background checks, and submitting invoices and other reports. Timelines must be reasonable. If a provider is unable to meet the timelines, the district has the authority to reassign students to a parent's subsequent choice. Districts also have the authority to require providers to begin providing services to students within a specified reasonable time following the signed contract or the students assigned to the provider will be reassigned to another provider.

**C-8. Can a provider serve a student before his or her Student Learning Plan (SLP) has been approved by the parent and the school district?**

No, the Student Learning Plan (SLP) must be signed by all parties before services can begin.

The SLP must be developed in consultation between the school district, the parents, and the provider and must include a process for measuring a student's progress, as well as a timetable

that focuses on steps for improving the student's achievement, a timeline for provision of services and achievement of goals, and the process for informing teachers and parents regarding the student's progress.

**C-9. Will the Department accept electronic signatures on Student Learning Plans?**

Yes. NCLB requires districts to offer parents a genuine opportunity to consult on the development of their child's SLP. In some cases, it is difficult for some parents to meet with provider or school staff. Therefore, the requirement for consultation should not deny services to a student whose parents are unable to participate in the development of the SLP. Districts should develop a process to allow some flexibility for parents who are unable to meet face-to-face with provider and school staff to approve the SLP. The flexible alternative should be the exception rather than for the majority of students and parents. Districts may consider:

- Home visits
- Provider meetings with parents off site
- Conference calls with a school, provider staff, and with parent that can be documented by three parties
- Electronic signatures.

Electronic signatures are also allowed on any other document that the district may require parents'/guardians' signature including attendance records. Computer generated attendance logs used by online providers whose students have secured assigned password and log-in computer generated attendance may be acceptable for invoicing. These logs have been found to be in compliance with federal and state monitoring requirements.

**C-10. How long should the district provide Supplemental Educational Services to eligible students, and are summer sessions included?**

The school district must provide SES to a student receiving such services until the end of the school year in which such services were first received, or until the per-pupil allocation is expended for that student. The school district is required to make SES available to eligible students on an annual basis until the Title I school in which the student is enrolled makes adequate yearly progress for two consecutive years. Depending on the amount of available funds, school districts may offer SES to eligible students during the summer.

**C-11. Can a provider offer free tutoring beyond the scheduled tutoring?**

Yes, a provider may offer free tutoring to ensure that students have access to their entire curriculum program. Providers may wish to reduce their rate in order to provide their comprehensive program within the district's per pupil allocation to ensure maximum student learning gains.

**C-12. Must a school district provide access to school sites for state-approved SES providers to use?**

According to Section 1008.331, Florida Statutes, school districts using the same policies applied to other organizations that have access to school sites shall provide access to school facilities to providers that wish to use these sites for SES. A provider may

contract with the district or school for on-site facility use; however, an additional fee may be required and availability may be limited.

**C-13. Can schools or districts bar the transportation of children by persons other than the parents or guardian of the child if parents submit written consent for providers to do so?**

Restrictions on transportation provided by SES providers should not be more stringent than restrictions that apply to other entities that transport students from schools such as daycare centers or private tutoring companies. Such restrictions should be reasonable and not have the effect of inappropriately limiting access to an SES provider chosen by the parents.

**C-14. May a district determine charges for use of school facilities based on the type of group or organization using the facilities?**

Yes, however, the district policies related to the use of school facilities by SES providers must be consistent with fees charged to other community groups.

**C-15. Can the district require that invoices be received by a certain date for payment to be made?**

Yes, the contract is intended to outline requirements relating to the expectation of payment. The exact procedures for submitting invoices or other paperwork to receive payment for services is determined by each school district's policies and procedures of the district's business office. It is recommended that districts provide training to providers related to attendance, invoices, and payment. If the district uses specific SES software, contracts should outline the requirement to use the software for attendance roster, documentation of tutoring locations, SLPs, progress reports, etc.

**C-16. Can a provider invoice a school district for the time spent conducting diagnostic assessments to be used to develop Student Learning Plan or to conduct post-assessments to determine if students met their learning gains?**

No, a provider cannot bill the school district for conducting a diagnostic assessment or a post assessment of a student. A provider may only invoice for the actual time spent tutoring the student. Districts are encouraged to provide pre-assessment data for SLP development such as FCAT or other district diagnostic assessment data.

**C-17. Can a district require SES providers to conduct post assessments with the students served since this is not required by the state?**

Yes. Districts may require providers to provide evidence that the student has met the goals of the SLP.

**C-18. Should the contract include specific language regarding student assessments, including timelines and procedures for conducting the assessments?**

Districts may wish to address student assessments in their contract. Providers must schedule time with parents and students to conduct the assessments and develop the SLPs. Addressing this issue in the contract will ensure mutually agreed upon timelines and expectations for the development of SLPs and the commencement of services to students.

**C-19. Is it necessary to include confidentiality requirements related to student information in the contract between the district and SES provider?**

Yes, NCLB prohibits an SES provider from disclosing the identity of any student eligible for or receiving SES without written permission of the student's parents. Furthermore, federal law (Family Educational Rights and Privacy Act codified as 20 U.S.C. 1232g) addresses specific protection for students' and their parents related to the information contained in students' records and reports. It is critical to ensure that the contract specify the process for securing student records and the consequences for non-compliance.

**C-20. When should providers begin tutoring?**

Pursuant to section 1008.331(3), Florida Statutes, providers must be able to deliver Supplemental Educational Services to school districts in which the provider is approved by the state. Providers must be able to provide services to eligible students no later than October 15 of each school year contingent upon their receipt of their district-approved student enrollment lists at least 20 days prior to the start date. In the event that the contract with a provider is signed less than 20 days prior to October 15, the provider shall be afforded no less than 20 days from the date the contract was executed to begin delivering services. See appendix G and H.

**C-21. What are district and provider responsibilities related to collecting and reporting student data?**

NCLB provides for parent choice and requires that school districts report those school choices via the Department's Automated Student Database. Accurate recordkeeping is essential to document district compliance with NCLB and to monitor students' progress as impacted by parental choice. The data will also be used to monitor compliance by state-approved SES providers and to evaluate the quality of their services for students. NCLB requires the Department to develop, implement, and publicly report on standards and techniques for monitoring the quality and effectiveness of the services offered by state-approved providers and for withdrawing approval from providers that fail for two consecutive years to contribute to increasing the academic proficiency of students receiving SES.

In addition to monitoring efforts by state and school district staff, SES providers are encouraged to frequently and regularly monitor programs for compliance and quality of instruction and fidelity of implementation. Although all state-approved SES providers are required to conduct the NCLB self-evaluation study and submit a report of compliance and any necessary system improvement plans to the Department on an annual basis, it may be productive for providers to conduct more frequent monitoring reviews in order to ensure that services provided to students are consistent with the state-approved application. This may be especially critical for large provider organizations that provide services at multiple sites. It is important to note that the state or corporate office is responsible for ensuring that services are consistent with the state-approved application and is held accountable for services provided at the local level. This accountability model ensures the quality and effectiveness of the services offered by state-approved SES providers.

It is also important to note that data related to NCLB school choice is used to make federal and state policy and may be shared with the media upon request. Therefore, it is critical for the district and the providers to ensure that all data are accurately collected and reported to the state.

Providers must report to the district specified student information including hours of contact in each subject area and attendance. Districts must be able to track and monitor student enrollment with specific providers and report that data.

**C-22. Can a district add conditions relating to criteria for approval of a provider in the contract?**

No, a school district may not alter or add to the objective criteria developed by the state for approved providers. However, a school district may impose reasonable administrative and operational requirements through its contract with providers that are consistent with requirements imposed generally on the school district's contractors and are not more stringent than requirements applied to other contractors or do not limit educational options for parents.

Districts may add an addendum to an existing contract that specifies corrective action procedures specific to a provider.

Districts may require providers to sign a letter of intent to serve students in the district prior to signing the actual contract. This is an opportunity for providers to provide district-specific information that the district could include on the district's provider directory. This is especially useful when providers use different delivery models or locations in different districts. Please note that applicants complete and submit their applications for the state; however, their services may differ among districts. For example, a provider is approved to serve students on school campuses, but the district's policy does not allow the provider to use school facilities. The provider may serve students in a community center or faith-based facility if approved for these locations. In most districts, the provider would serve students using school facilities; in specific districts, they would serve students at an alternate location. Districts should want their provider directory to reflect the information relevant to their district. This can be collected and used for the district directory using the letter of intent.

**C-23. Is a school district and a state-approved SES provider required to monitor the fidelity of the state-approved SES provider's program with its agreement with the district?**

Yes, pursuant to NCLB, school districts are required to monitor the implementation of the program based upon the approved application and in accordance with the contract. SES providers are required to monitor the fidelity of the implementation of their program with its approved application, signed assurances, its agreement with the district, meeting the goals and objectives of the Student Learning Plan, and compliance with federal and state laws.

Districts must monitor providers to ensure they meet the terms of the contract and the state-approved application. The following items should be included in the monitoring process of providers:

- compliance with application (location, rates, qualification, transportation, etc.)
- quality of instruction
- fidelity of implementation

- implementation of SLP
- frequency and relevance of reporting student progress to parents and teachers, and
- collection and report of student data.

#### **C-24. Who coordinates the monitoring process?**

The state has a responsibility through the approval and monitoring processes to ensure that high-quality services are delivered. The state must develop and implement standards and techniques for monitoring the quality, performance, and effectiveness of the services offered by approved SES providers. Such standards and techniques, as well as any findings resulting from such monitoring, must be publicly reported. These quality control standards and techniques must be consistent with the Request for Applications developed for approving providers. The Department has developed an NCLB monitoring process that includes three tiers: self-evaluation study, desktop verification process, and an onsite monitoring process. Department staff incorporated a section regarding NCLB school choice in the Department's Title I, Part A, work papers. These work papers monitor the compliance by school districts and SES providers in implementing SES and the fidelity with which a provider's program is implemented consistently with the approved application. All school districts and state-approved SES providers must participate in the Department's NCLB monitoring process.

Through the application process and the contractual agreement with the local school district, providers are obligated to adhere to the strict requirements of NCLB in providing tutoring services structured to improve student achievement. In addition to the state monitoring system, district contract managers and other district school board personnel may wish to periodically monitor an SES provider using the Department's NCLB monitoring work papers for Title I, Part A, NCLB School Choice section and the provider's application as approved by the Department. The program's curriculum and instruction may be monitored through a review of lesson plans, curriculum documents, and instructional materials to determine if the program is implemented consistent with the approved application. Periodic reviews of students' SLPs will indicate students' progress toward meeting the stated goals and if services are provided that reflect and support the students' SLPs. It is also important to monitor the frequency and procedures for the provider informing each student's parents and the student's teachers regarding the progress of the student in improving academic achievement as outlined in the student's SLP.

#### **C-25. Should the contract address the roles of the provider and the district in the monitoring process?**

Yes, the contract is an effective mechanism for clarifying responsibilities and accountability for districts and providers. Throughout the year, districts may also be asked by the Department to provide data and information regarding provider performance and compliance with NCLB and Florida law. Districts are encouraged to conduct onsite visits to the tutoring sites throughout the year and observe the services in progress. The contract should include any policies relating to access to the SES program for periodic monitoring of students' instructional program and review of students' progress.

## RESOURCES

- Education Industry Association - A Code of Professional Conduct and Business Ethics for SES Providers (1/8/2008): <http://www.educationindustry.org/>
- Monitoring and Reporting Student Progress for Supplemental Education Services (SES) (K12 Memo 2007-147, October, 2007):  
<http://info.fldoe.org/docushare/dsweb/Get/Document-4677/TAP-2007-147.pdf>
- Technical Assistance Paper (TAP) Related to Public School Choice Parent Outreach and Notification (K12 Memo 2007-58, April 9th, 2007):  
<http://info.fldoe.org/docushare/dsweb/Get/Document-4362/k12-08-58memo.pdf>
- Technical Assistance Paper (TAP) Related to Parent District Provider Agreement (PDPA) (DBS Memo 2006-151, October 12th, 2006):  
[http://info.fldoe.org/docushare/dsweb/Get/Document-4046/k12\\_06\\_151att.pdf](http://info.fldoe.org/docushare/dsweb/Get/Document-4046/k12_06_151att.pdf)
- Technical Assistance Paper (TAP) Regarding Supplemental Educational Services (SES) in Title I Schools – 2006 Legislation (DBS Memo 2006-150, October 12th, 2006):  
[http://info.fldoe.org/docushare/dsweb/Get/Document-4044/k12\\_06\\_150att1.pdf](http://info.fldoe.org/docushare/dsweb/Get/Document-4044/k12_06_150att1.pdf)
- Technical Assistance Paper (TAP) Related to Fingerprinting/ Background Screening Requirements of State-Approved Supplemental Educational Services (SES) Providers (DBS Memo 2006-143, September 18th, 2006):  
[http://www.fldoe.org/flbpso/pdf/tap\\_fingerprint.pdf](http://www.fldoe.org/flbpso/pdf/tap_fingerprint.pdf)
- Technical Assistance Paper (TAP) Related to the Written Contractual Agreement Between School Districts and State-Approved Supplemental Educational Services Providers (DBS Memo 2006-107, July 25th, 2006):  
[http://info.fldoe.org/docushare/dsweb/Get/Document-3878/k12\\_06\\_107att1.pdf](http://info.fldoe.org/docushare/dsweb/Get/Document-3878/k12_06_107att1.pdf)
- Technical Assistance Paper related to the Development, Implementation, and Evaluation of Parent District Provider Agreements for Students Participating in SES (DBS Memo 2006-89, July 6, 2006): [http://info.fldoe.org/docushare/dsweb/Get/Document-3818/july06\\_tap.pdf](http://info.fldoe.org/docushare/dsweb/Get/Document-3818/july06_tap.pdf)



## ACRONYMS

<b>ADA</b>	Americans with Disabilities Act
<b>AYP</b>	Adequate Yearly Progress
<b>CFR</b>	Code of Federal Regulation
<b>DIBELS</b>	Dynamic Indicators of Basic Early Literacy Skills
<b>EIA</b>	Education Industry Association
<b>FAC</b>	Florida Administrative Code
<b>FCAT</b>	Florida Comprehensive Assessment Test
<b>FERPA</b>	Family Educational Rights and Privacy Act
<b>FDOE</b>	Florida Department of Education
<b>FRPL</b>	Free or Reduced Price Lunch program
<b>NCLB</b>	No Child Left Behind
<b>NOAA</b>	National Oceanic and Atmospheric Administration
<b>ID</b>	Identification
<b>IDEA</b>	Individuals with Disabilities Education Act
<b>IEP</b>	Individualized Education Program
<b>LEA</b>	Local Educational Agency
<b>LEP</b>	Limited English Proficiency
<b>PDPA</b>	Parent District Provider Agreement
<b>RFA</b>	Request for Application
<b>SES</b>	Supplemental Educational Services
<b>SLP</b>	Student Learning Plan
<b>TAP</b>	Technical Assistance Paper
<b>U.S.C.A.</b>	United State Code Annotated
<b>USDE</b>	United States Department of Education

## **APPENDICES**

**Appendix A:** Sample Expectations and Guidelines for School District Employees Who Are Employed by Supplemental Educational Services Providers

**Appendix B:** Sample Safety Procedures

**Appendix C:** Sample Provider Training Acknowledgement

**Appendix D:** Assurances Included in Approved Application

**Appendix E:** Sample Letter Notifying Providers of Contract Termination

**Appendix F:** Sample School District Code of Professional Conduct and Ethics Regarding Supplemental Educational Services

**Appendix G:** Sample Handout for SES Tutors 2007-2008

**Appendix H:** Section 1008.331, Florida Statutes, Supplemental Educational Services in Title I Schools; School District and Provider Responsibilities

**Appendix I:** Sample Written Contractual Agreement Between School Districts and State-Approved Supplemental Educational Services Provider

## **Appendix A**

Sample Expectations and Guidelines for School District Employees Who  
Are Employed by Supplemental Educational Services Providers

## **Sample Expectations and Guidelines for District Employees Who Are Employed by Supplemental Educational Services Providers**

1. No employee will campaign, recruit, solicit for, or otherwise work for the purpose of gaining students for the provider during hours of employment by the district. This includes talking to parents about a specific provider and the provider's program.
2. No district employee may represent an SES provider during parent/student night, school functions at which the employee is required to attend by the district, or other school activities.
3. No employee may have access to student lists, phone numbers, free/reduced lunch lists, or other student information at any time to be used for the purpose of recruiting students for an SES provider.
4. Employees are prohibited for using district materials and supplies, such as paper, pencils, books, computers, printers, crayons, etc. for the purpose of administering the SES program.
5. Employees of SES providers do not have access to copiers, phones, or other equipment owned, leased or operated by the school district, even if the tutor is a school district employee.
6. District employees are not necessarily able to tutor in the classroom they are assigned to during the regular school day. Providers can request space at the school. Principals (with input from Associate Superintendents) make the decision as to whether there is space available and principals determine where the provider will be placed in the school.
7. SES providers are required to supply their tutors with all materials needed to implement the program described in the provider's RFA to the State of Florida.
8. Distribution of materials by providers to school staff requires the permission of the principal of the school. Distribution of these materials can only take place before or after regular school hours.

## **Appendix B**

### Sample Safety Procedures

## Sample Safety Procedures

Accident Reporting

Weather/Emergency Information

General Safety and Health

Child Abuse Reporting

Child Safety and Supervision

Drug-Free Workplace

Worker's Compensation

Facilities/Equipment Usage

Provider Use of the Emergency Notification System

Transportation

Attachment:

Sample of Supplemental Education Services (SES) - Provider Employee Safe Working Practices Agreement

### **Accident Reporting**

*School District Requirement: Reporting student injuries (Accident and injury reports) – and reporting to school facility administrators.*

In the event of a student injury, the SES provider employee is required to complete a SES Provider Accident/Injury Report listing the name of the student, the date and time of the incident, the person supervising the student, whether or not this person witnessed the accident/injury, the name of the parent/guardian, a detailed description of the incident, whether or not medical attention was required, the course of action taken, and the name of the person completing the report. The signatures of the parent/guardian, SES provider supervisor, and the school facility administrator are required.

### **Weather/Emergency Information**

*School District Requirement: Collecting CURRENT emergency contact information from parents at the time of enrollment. There should be at least two alternative contacts for each student. Provisions should be made for updating information at least once during the duration of the program.*

At the time of enrollment, the parent/guardian must complete the SES Provider Emergency Contact Information Form with detailed information for emergency contacts as well as a list of adults authorized to pick up the student. The SES Provider Emergency Contact Information Form has space for two parents/guardians and three alternative contacts (such as grandparents, aunts, uncles, neighbors). The parent/guardian is instructed when they complete the form to immediately notify the tutor if any updates are to be made. The main office will re-issue notification cards approximately three weeks after the program begins to collect updated information. SES provider employee will update the contact form as information becomes available. Updated information will be entered into the SES tracking information system.

*School District Requirement: Closings for severe weather/emergencies and monitoring of emergency weather conditions.*

In the case of severe weather/emergency closings, the parent/guardian will be notified. If the school is closed due to weather, tutorial sessions will need to be rescheduled. In the event of a severe thunderstorm or tornado warning/watch, students are instructed to follow school procedures if tutorial sessions are in a school. In the event that tutoring services are held in an alternative public location, students are instructed to go to an interior wall and duck and cover for safety in a tornado warning. For tornado shelter, use the lowest level of the building, small interior rooms, inner hallways, bathrooms, or low interior spaces.

**During in-home tutorial sessions, the parent/guardian is responsible for their child's safety.**

*School District Requirement: Communications plan - access to radios, cell phones, bull horns, whistles, etc. for communicating emergency messages.*

All public locations where SES provider will provide services are equipped with telephones, National Oceanic and Atmospheric Administration (NOAA) weather radios, television, or computer access to receive updated safety information. If telephones are not available in homes, tutors are required to carry cell phones.

In the event of an emergency, parents may call the local office and receive a recorded message on emergency procedures.

For sites with use of an emergency notification system, the provider will follow the district guidelines for parent notifications.

**During in-home tutorial sessions, the parent/guardian is responsible for their child's safety.**

*School District Requirement: Lockdown guidelines*

SES provider will follow all lockdown procedures in place at the location where tutorial services are provided.

*School District Requirement: Evacuation routes and plans*

SES provider will utilize public facilities with evacuation routes posted. Students will be made aware of evacuation routes and procedures for exiting the building – having a silent, single file line with the tutor and standing at a pre-designated spot.

**During in-home tutorial sessions, the parent/guardian is responsible for their child's safety.**

General Safety and Health precautions are utilized per the Occupational Safety and Health Administration during all tutoring sessions.

*School District Requirement: Visitor Access Control - use of staff clothing/staff identification cards to limit access to students.*

SES provider employee is required to wear badges to identify themselves as SES provider employees.

*School District Requirement: Workplace violence*

Violence in the workplace will not be tolerated. SES provider employees initiating violence will be subject to immediate termination. In the event of a student or parent initiating violent behavior, the SES provider employee is to immediately report the incident to both the SES Provider Area Director and the school administration and SES coordinator so that appropriate action can be taken to ensure the employee's safety.

### **Child Abuse Reporting**

*School District Requirement: Training and 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, Chapters 39.205 and 937.025, Florida Statutes. 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 related to child abuse to district when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, or missing children under Provider's supervision.

### **Child Safety and Supervision**

*School District Requirement: Use of first aid kits*

For on-site programs, the SES provider site coordinator maintains a first aid kit available during tutorial sessions. If a child needs minor aid such as a band-aid or an ice pack, he or she is given the item to apply themselves. For more serious injuries or emergencies, the parent(s)/guardian(s) are immediately called and emergency personnel if necessary. SES provider employee does not dispense medications to children without parent approval. In the case of inhalers and such, SES provider employee will not release the medications to the student unless the information is documented on the medical release form.

**During in-home tutorial sessions, the parent/guardian is responsible for their child's safety and decisions regarding medical care.**



*School District Requirement: Reporting Child Abuse*

During initial tutor training, tutors are provided with and sign receipt for a copy of the latest Florida Department of Children and Families document on reporting child abuse. Staff must understand that if child abuse is suspected, the individual tutor is responsible for immediately notifying the SES Provider Area Director, the appropriate school personnel, and Child and Family Services.

*School District Requirement: Releasing children to authorized persons and ensuring child safety and supervision.*

At the time of enrollment, the parent/guardian must complete the SES Provider Emergency Contact Information form with detailed information on whom to contact in case of an emergency as well as a list of adults authorized to pick up the student.

This information is kept with the tutor and available at all times the student is being tutored. The student will not be released into the custody of any unauthorized person.

The SES provider employee is responsible for the students being tutored at all times (with the exception of in-home tutoring where the parent/guardian is responsible for their child's safety). Students should be directly supervised within the tutorial setting. While all students are encouraged to go to the restroom before the tutorial session begins, in the event that a student must go to the restroom and a restroom is not located in the classroom, the buddy system must be employed for a group with more than four students. (This procedure ONLY applies for students in a school setting. Students in an alternative public location must be supervised at ALL times).

*School District Requirement: Providing emergency procedures (providers using the school facilities should follow district emergency procedures, but alternative locations should develop their own procedures)*

The SES provider will utilize the school facilities emergency procedures while in the school setting. In alternative public locations, SES provider employee will abide by the emergency procedures already established.

**During in-home tutorial sessions, the parent/guardian is responsible for their child's safety.**

**Drug-Free Workplace**

*School District Requirement: Prohibiting drugs and alcohol*

At NO time is the use or possession of illegal drugs or alcohol permitted by a student or staff. Failure to abide by this rule will result in immediate disciplinary action, and in the event of staff, dismissal. SES provider employees are drug tested in accordance with the county's requirements.

## **Worker's Compensation**

*School District Requirement: Workplace accidents/workman's compensation*

In the event of a workplace accident, SES provider employees are to immediately report the incident to the SES Provider Area Director. The employee will be provided the appropriate forms to complete so that any medical claims or other Workman's Compensation issues can be addressed.

## **Facilities/Equipment Usage**

*School District Requirement: Use of equipment and supplies*

SES provider employee provides all necessary supplies to conduct each tutorial session. The location of the tutorial session will be left just as it was found.

## **Provider Use of the Emergency Notification System**

Providers will facilitate messages via the district emergency notification system through the SES facilitators with exact information that you want to share across the system, and the facilitators must request permission from each principal. The emergency notification contact at each school would need to create a "group" of students to receive the message - the group will include those students enrolled in your program. The Principal must decide who will record and send the message and how frequently the system can be used. Prior to use of the system, the provider must submit a proposal to each Principal with the following information:

1. Name and contact information
2. Description of information and frequency using the district emergency notification system
3. An agreement to submit the language of a message prior to the call-out for approval
4. The approximate number of students that will be in each group
5. Pending approval: name and contact information of the SES provider employee who will assist the school with sending the messages. The SES provider employee will submit the names of students in each group prior to using the system.

## **Transportation**

Transportation arrangements and costs for students receiving services under an agreement between the provider and eligible student's parent/guardian, and the district has no obligations to provide transportation in connection with the provider's responsibility to provide services under an agreement. Neither the district nor parents/guardians shall be charged an additional fee for transporting students.

*Supplemental Education Services (SES) - Provider Employee*

***Employee Safe Working Practices Agreement***

Employee Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Date of Birth \_\_\_\_\_ Height \_\_\_\_\_ Weight \_\_\_\_\_ Blood Type \_\_\_\_\_

FL Driver's License # \_\_\_\_\_

Current Address \_\_\_\_\_ Telephone # \_\_\_\_\_ How Long? \_\_\_\_\_

Former Address \_\_\_\_\_ How Long? \_\_\_\_\_  
\_\_\_\_\_

Emergency Contact \_\_\_\_\_ Telephone # \_\_\_\_\_  
Name Relationship

As a condition of employment I, \_\_\_\_\_, do hereby agree to comply

(Please print full name)

with the following safe working practices:

1. I agree to follow established company safety procedures.
2. I agree to report any work related accident or injury to my supervisor as soon as it occurs, but no later than the end of the day in which the incident occurs.
3. If I need treatment for a work related injury, I agree to:
  - a. Notify my EMPLOYER of the need for treatment.
  - b. Only go to an EMPLOYER directed physician(s) for necessary treatment.
  - c. On the initial visit hand carry a (Medical Authorization for Treatment form to the authorized treating facility) or other form required by my company.

I understand that failure on my part to follow the above procedures could result in disciplinary action, not to exclude termination of employment with the SES provider.

I also understand that according to Section 440.09(4) of the Florida Workers' Compensation Law, my compensation benefits could be reduced for any injury, which occurs because of a failure to follow established safety procedures.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Appendix C:**

Sample Provider Training Acknowledgement

**Supplemental Educational Services  
Provider Employee/Tutor  
Training Acknowledgement**

Name of Provider: \_\_\_\_\_

Name of Employee/Tutor (print or type) \_\_\_\_\_, \_\_\_\_\_  
Last First

I have been trained in:

1. Ethical Conduct
2. Child Abuse Reporting
3. Accident/Incident Reporting
4. Confidentiality of Student Information
5. \_\_\_\_\_ County Emergency Procedures
6. Student Emergency Contact Information
7. Student Daily Dismissal Procedures
8. Student Sign in/Sign Out Procedures
9. Student Attendance Recording
10. The usage of supplies and equipment – I will only use supplies or equipment that belong to the provider or myself.
11. District Security Clearance (attached a copy of verification)
12. I meet the educational requirement to tutor for this company.
13. The Cayen Computer System:



I attended Cayen Training:  Yes  No Date of Training: \_\_\_\_\_

**Request for Cayen access:**  Yes  No

Level of security requested \_\_\_\_\_

Email \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

\_\_\_\_\_  
Employee/Tutor Signature

\_\_\_\_\_  
Date

I verify that the employee/tutor above has been properly trained in the items above. I approve the above request for Cayen access.

I understand that the employee/tutor will not begin offering services until approve is received from the SES program office.

\_\_\_\_\_  
Provider Representative

\_\_\_\_\_  
Date

## **Appendix D**

### Assurances Included in Approved Application

## GENERAL ASSURANCES

### ***Execution Requirements***

The assurance pages must contain no revisions, additions, or deletions, and must bear an original signature of the agency head in blue ink to distinguish it from a copy or facsimile. The printed name and original signature must match.

Assurances signed by officials other than the head of the providing agency must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official.

### **As the duly authorized representative of this applicant, I certify agreement and compliance with all of the following assurances and conditions:**

1. Applicant agrees to deliver services at all times in accordance with the terms of this Request for Applications (RFA), and the information submitted by the applicant in its application. If the applicant fails to meet these terms, it may be removed from the state-approved list of SES providers. Applicant understands that the application it submits to FDOE is a legally binding document and changes cannot be made to the application or to the approved SES program once FDOE approves the application.
2. Applicant agrees to abide by all terms set forth in the contract with the school district, including the payment schedule, rates, and any facility user fee arranged with the school district, that complies with 20 U.S. C. Section 1116(e)(3) and (6) of the No Child Left Behind Act of 2001 or Section 1008.331, Florida Statutes. If the applicant operates multiple sites, applicant agrees to provide services only at individual sites that meet all criteria independently.
3. Applicant agrees to deliver Supplemental Educational Services in the school districts for which it is approved and in which it has signed either a contract to provide services or a letter of intent and the minimum number of students per site set by the provider has been met in the timeline established by Section 1008.331, Florida Statutes.
4. Applicant agrees to abide by ethical business practices, as adopted by the Education Industry Association in its Code of Professional Conduct and Business Ethics for Supplemental Educational Services Providers <http://www.educationindustry.org/tier.asp?sid=2> Amended January 8, 2008.
5. Applicant agrees to provide auditable documentation of services provided to each student including, but not limited to enrollment, attendance, and assessments. Applicant will maintain books and records relating to the provision of SES and amounts charged to school districts for SES. Books and records, including information stored in databases or other computer systems, will be maintained by the applicant for a period of five years after the date of final payment under the school district's agreement. Books and records required to be maintained hereunder will be available for review or audit, either on-site or as otherwise requested by district, state, and federal agencies. Books and records required to be maintained hereunder will be available for review or audit to agency representatives during normal business hours with or without notice from district, state, and federal agencies. The applicant and its representatives will fully cooperate with any such review or audit.

6. Applicant assures that services are available in locations accessible to individuals with disabilities to the extent required by Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.).
7. Applicant assures that additional admission criteria will not be imposed on students other than those permitted under the No Child Left Behind Act, 20 U.S. C. Section 1116(e).
8. Applicant assures that the school districts and FDOE will be notified of any changes in Tcontact information.
9. Applicant understands that approved SES providers must contract with the individual districts and abide by all contractual obligations as mutually agreed upon prior to delivering SES to students.
10. Applicant agrees to ensure the confidentiality of all student information as outlined in The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) and Section 1002.22(2)(b), Florida Statutes (Student records and reports; rights of parents and students; notification; penalty;--).
11. Applicant assures that it will not provide or market attendance or performance incentives to entice a student or a student's parent prior to the parent choosing a provider. After students have been enrolled with the applicant, incentives may be awarded to students only for performance or attendance with a total value not to exceed \$50 per student per year.
12. Applicant will refrain from altering, completing, or submitting enrollment forms on behalf of a parent.
13. Applicant understands that SES providers may be removed from the list if any false information or misrepresentation is made in its application, or to school districts, teachers, or parents.
14. Applicant agrees to be responsible for payment of all taxes and fees resulting from payment from school districts for services.
15. Applicant assures that all instruction and content are secular, neutral, and non-ideological.
16. Applicant assures that students will be supervised at all times.
17. Applicant understands that the enrollment process is the responsibility of the school district. Applicants are prohibited from altering the district's enrollment form in any way.
18. Applicant agrees that all documents contained in or submitted with the application shall become the exclusive property of FDOE and may be distributed or displayed in any manner by the agency.
19. Applicant understands that the status as an approved provider is non-transferable and that sub-contracting for SES is not allowed.
20. Applicant agrees that it is an independent entity separate from FDOE and that FDOE is not obligated to approve an application, provide funds, or endorse any application submitted. This application does not commit FDOE to pay any costs incurred.



21. Applicant agrees to comply with all assurances set forth in this application.
22. To the fullest extent permitted by law, the applicant and its organization agree to indemnify, defend and hold harmless FDOE, the State of Florida, and their respective agents, officers and employees from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, costs, expenses, damages, or penalties, including without limitation reasonable defense costs and legal fees arising or resulting from, or occasioned by or in connection with (i) any bodily injury or property damage resulting or arising from any act or omission to act (whether negligent, willful, wrongful or otherwise) by the applicant or its organization, its subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (ii) failure by the applicant and its organization or its subcontractors to comply with any laws or regulations applicable to the performance of SES; (iii) the breach of any representation or assurance provided by the applicant and its organization in this application; or (iv) any act of infringement of any existing patent or copyright or any unauthorized use of any trade secret.
23. Applicant agrees to attend a mandatory three-day NCLB School Choice Leadership Summit sponsored by FDOE.
24. Applicant agrees to the terms and conditions outlined in Rule 6A-1.039, FAC., and Florida law (Section 1008.331, Florida Statutes) related to SES.

***I, THE UNDERSIGNED, CERTIFY that I am an individual authorized to act on behalf of the organization in submitting this application and assurances and that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that, if any of the information contained herein has been misrepresented, that may constitute grounds for denying the applicant's request for approval to be placed on the list of approved Supplemental Educational Services providers or for removal from that same list. I further certify that the organization will comply with all of the assurances set forth herein. Failure to comply with the assurances during the school year may result in removal from the state-approved list and potential ineligibility to re-apply during the following two-year period.***

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Name of Agency/Company/Group

\_\_\_\_\_  
Title of Signing Agent

- Note:**
1. Printed name and original signature must match.
  2. Use blue ink color for original signature.
  3. "By", "for," or initials will not be accepted.
  4. Rubber stamp signatures will not be accepted.

## INTERNET STATEMENT OF ASSURANCES

### ***Execution Requirements***

The assurance pages must contain no revisions, additions, or deletions, and must bear an original signature of the agency head in blue ink to distinguish it from a copy or facsimile. The printed name and original signature must match.

Assurances signed by officials other than the head of the providing agency must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official.

The Internet is an electronic network connecting thousands of computer networks and millions of individual subscribers all over the world. Access to the Internet will allow students to explore the rich resources of thousands of university libraries, governmental databases, and other on-line sources while exchanging electronic mail with Internet users throughout the world. However, use of the Internet, because it may lead to any publicly available fileserver in the world, may open classrooms to electronic information resources that have not been screened by educators for use by students. Some items accessible via the Internet may contain material that is inaccurate, defamatory, or offensive.

The following guidelines define appropriate use of the Internet.

1. Transmitting any material in violation of any U.S. or state regulation or school board policy is prohibited. This includes, but is not limited to, copyrighted material and threatening or obscene material.
2. All content transmitted via e-mail or the Internet shall be secular, neutral, and non-ideological.
3. Applicants providing on-line instruction agree to ensure the safety of all students while accessing the internet. It is the responsibility of the applicant to block all unsafe web content.
4. Hate mail, harassment, discriminatory remarks, and other antisocial behaviors are unacceptable in Internet and other network communication.
5. All information accessible via the Internet should be assumed to be private property and subject to copyright protection. Internet sources should be credited appropriately, as with the use of any copyrighted material.
6. Applicant has a responsibility to respect the privacy and property of students. Applicant should not intentionally seek information about, obtain copies of, or modify, files, data, or passwords of other users.
7. For the safety of students, applicant must not request or provide any personal information, such as addresses, phone numbers, or photographs.
8. Applicant should not expect that files are private. State and school district representatives, including school administrators, as well as parents, may review files and communications at any time to ensure that the network is being used responsibly. Applicant must gain written parental permission before communicating with students under the age of 13 via e-mail or the Internet.
9. Applicant has a responsibility to protect the student users from marketing and Spam.
10. Applicants shall ensure that all computer equipment provided to a student by the applicant is returned to the applicant upon completion of SES. If students will be using a school computer to access information from an applicant, the applicant must abide by all school and school district policies and procedures regarding computer/Internet use.

**I, the undersigned, agree** that all tutors/instructors employed by this organization will be notified of all guidelines regarding appropriate use of the Internet and that as a condition of employment with the provider, all employees who will provide SES shall agree to comply with the guidelines. Failure to comply with the assurances during the school year may result in removal from the state-approved list and potential ineligibility to re-apply during the following two-year period.

---

Signature of Applicant

---

Date signed

---

Printed Name

---

Name of Agency/Company/Group

---

Title of Signing Agent

**Note:**

1. Printed name and original signature must match.
2. Use blue ink for original signature.
3. "By", "for," or initials will not be accepted.
4. Rubber stamp signatures will not be accepted.

## **Appendix E**

### Sample Letter Notifying Providers of Contract Termination

Date

Name of SES provider  
Address

RE: School Board of *Sunshine* County Title I Supplemental Education Services  
Contract

This is your 20-day notification that following an investigation by \_\_\_\_\_, an appointee of the Superintendent, a recommendation will be made to terminate for cause the *Sunshine* County School Board Title I Supplemental Education Services Contract with \_\_\_\_\_ SES provider name). The recommendation will be placed on the School Board Agenda for consideration on \_\_\_\_\_ (date) at \_\_\_\_ a.m/p.m. The Board Meeting will be held at \_\_\_\_\_ (address). You or your authorized representatives are invited to attend this meeting and will be presented with the opportunity to address the School Board on as well as submit written documentation to the Board prior to the meeting. In the interest of the safety and well-being of our students, effective immediately, you are to perform no further work on this contract.

The following reasons for the recommendation of termination are:

1. Fingerprint/Background Checks (as outlined on page \_ of \_ in compliance with the Jessica Lunsford Act) for tutors assigned to the school sites have not been completed.
2. Student Learning Plans (as defined on page \_\_ of \_\_) were not submitted or do not include required information. The District assigned \_\_\_ students to the Provider on \_\_\_\_\_ (date). As of October 15, 2\_\_\_\_, \_\_\_ Student Learning Plans have not been submitted, \_\_\_ were submitted and approved, \_\_\_ were submitted and denied \_\_\_ are submitted and pending. The Student Learning Plan must be signed by all parties before services can begin and the Provider made insufficient efforts to obtain all required signatures (reference Timelines for Initiation of Services and Initiating Billing reference page \_\_ of \_\_).
3. The provider has not completed transportation arrangements. This creates a safety concern.
4. The provider has not secured facility arrangements or clarified supervision of students with participating schools. This creates an additional safety concern.
5. The provider has violated the EIA SES Provider Code of Ethics in the following manner:

\_\_\_\_\_  
\_\_\_\_\_

6. Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sincerely,

\_\_\_\_\_  
Director of Federal Programs

## **Appendix F**

Sample School District Code of Professional Conduct and Ethics Regarding  
Supplemental Educational Services

**SAMPLE SCHOOL DISTRICT CODE OF PROFESSIONAL CONDUCT AND ETHICS  
REGARDING SUPPLEMENTAL EDUCATIONAL SERVICES**

**Please be reminded that school district employees must adhere to the following District Code of Professional Conduct and Ethics regarding Supplemental Educational Services (SES):**

- District employees **shall not** accept payments or other compensation from SES providers in exchange for providing access to facilities, providing student lists, assisting with marketing or student recruitment, promoting enrollment in a specific provider's program.
- District employees **shall not** provide SES providers with a list of students eligible to receive services, as this information would identify a student as eligible for Free and Reduced Lunch, which is in violation of the Family Educational Rights and Privacy Act (FERPA).
- District employees in the capacity of principal, assistant principal, school or district administrator or SES coordinator **shall not** work for an SES provider.
- District employees **shall not** be hired by an SES provider for any purpose other than instruction-related services (Tutor) or program coordination (Lead Tutor).
- District employees **shall not** offer a parent or student any form of incentive for signing-up with a specific provider.
- District employees **shall not** distribute or send home, via backpack or mail, the school district SES Enrollment Form that has a provider's name preprinted as part of the form or flyers endorsing a specific SES program.
- District employees **shall not** market or promote the services of the provider they work for to parents or students.
- District employees may offer general information about SES tutoring services and factual, non-biased information about provider's programs if the information is requested by the parent.
- District employees **shall not** modify any SES enrollment form completed by a parent.

---

**ACKNOWLEDGEMENT OF RECEIPT OF SCHOOL DISTRICT CODE OF PROFESSIONAL CONDUCT AND ETHICS REGARDING SES**

By signing this form I acknowledge that I have received and read the school district Code of Professional Conduct and Ethics regarding SES and I agree to comply with these requirements.

\_\_\_\_\_  
Employee Name

Date: \_\_\_\_\_

## **Appendix G**

Sample Handout for SES Tutors 2008-2009



## Sample Handout for SES Tutors 2008-2009

- **Advertising**
  - District employees cannot promote one SES provider over another during the hours when the District employee is working for the District.
  - Once students are signed up with an SES provider, tutors or provider employees cannot encourage them to change to another SES provider.
- **Enrollment Forms**
  - ONLY parents/guardians may complete information on the enrollment forms. Teachers/Tutors cannot select the company for the parent/guardian or complete any other part of the form.
- **Student Learning Plan**
  - SLP must be signed by parent, provider and district BEFORE student begins tutoring.
  - SLP should contain three to five goals. If all goals are completed, a new SLP should be signed between parent, provider, and district.
  - Individualized tutoring – tutoring must be based on the skills indicated on the SLP that the student needs to work on. These skills are different for each student so individualized or small group tutoring should be taking place at all times.
- **Attendance**
  - MONTHLY attendance sheets must be used – see example
  - Student attendance must be entered in the computer every two weeks by you or your company.
  - Times must be included on the attendance sheet.
  - Attendance times only include the actual tutoring time.
    - Start Time - the time the student starts tutoring for that day (if the tutor shows up late or if a child comes late, then the start time should show the time the student actually begins tutoring)
    - End Time - the time the tutoring ends (if the parent picks the student up early, then the pick up time should be recorded at the time the student ends tutoring)
- **Quality of Tutoring**
  - District is paying \$40 to \$80 per student per hour. The tutoring time should not include breaks longer than five minutes, homework help, time for the tutor to do paperwork, conference with parents, etc. These duties must be done outside of the tutoring time.
- **Control of Students**
  - Tutor should be aware of provider procedures for handling and/or removing disruptive students.
  - Tutor must escort all students to the proper care giver or approved means of transportation at the end of each tutoring session.
  - Tutor 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 tutor.
- **Progress Reports**
  - District requires a progress report on each student to be completed at the end of each month.
  - Provider must regularly notify each student's parents and teachers of the student's progress.
  - All Progress Reports shall contain:
    - Student's name
    - School
    - Homeroom teacher
    - The goal(s) the student is working towards
    - The percentage of each tutoring goal accomplished as evidenced by tutoring work completed.
    - The student's level of attendance
    - The student's level of participation

➤ **Communication**

- If a child is absent two or more days, the tutor must contact the parent prior to the next tutoring session. If contact cannot be made, the provider should notify the district.
- The tutor must contact the company to make sure you have the correct forms, tutoring materials and supplies have been provided.
- The company should train tutors use the materials and complete the forms BEFORE you begin tutoring.
- Any problems with pay should be addressed with the company.
- Do not contact the principal regarding problems with the tutoring company. Please contact the SES district coordinator \_\_\_\_\_ at \_\_\_\_\_ if needed.

## **Appendix H**

Section 1008.331, Florida Statutes

Supplemental Educational Services in Title I Schools;

School District and Provider Responsibilities

**Section 1008.331, Florida Statutes - Supplemental Educational Services in Title I schools; school district and provider responsibilities.--**

(1) INCENTIVES.--A provider or school district may not provide incentives to entice a student or a student's parent to choose a provider. After a provider has been chosen, the student may be awarded incentives for performance or attendance, the total value of which may not exceed \$50 per student per year.

(2) RESPONSIBILITIES OF SCHOOL DISTRICT AND PROVIDER.—

(a) School districts must create a streamlined parent enrollment and provider selection process for Supplemental Educational Services and ensure that the process enables eligible students to begin receiving Supplemental Educational Services no later than October 15 of each school year.

(b) Supplemental Educational Services enrollment forms must be made freely available to the parents of eligible students and providers both prior to and after the start of the school year.

(c) School districts must provide notification to parents of students eligible to receive Supplemental Educational Services prior to and after the start of the school year. Notification shall include contact information for state-approved providers as well as the enrollment form, clear instructions, and timeline for the selection of providers and commencement of services.

(d) State-approved Supplemental Educational Services providers must be able to provide services to eligible students no later than October 15 of each school year contingent upon their receipt of their district-approved student enrollment lists at least 20 days prior to the start date.

(e) In the event that the contract with a state-approved provider is signed less than 20 days prior to October 15, the provider shall be afforded no less than 20 days from the date the contract was executed to begin delivering services.

(f) A school district must hold open student enrollment for Supplemental Educational Services unless or until it has obtained a written election to receive or reject services from parents in accordance with paragraph (3)(a).

(g) School districts, using the same policies applied to other organizations that have access to school sites, shall provide access to school facilities to providers that wish to use these sites for Supplemental Educational Services.

(3) COMPLIANCE; PENALTIES FOR NONCOMPLIANCE.--

(a) Compliance is met when the school district has obtained evidence of reception or rejection of services from the parents of at least a majority of the students receiving free or reduced-price lunch in Title I schools that are eligible for parental choice of transportation or Supplemental Educational Services unless a waiver is granted by the State Board of Education. A waiver shall only be granted if there is clear and convincing evidence of the district's efforts to secure evidence of the parent's decision. Requirements for parental election to receive Supplemental

Educational Services shall not exceed the election requirements for the free and reduced-price lunch program.

(b) A provider must be able to deliver Supplemental Educational Services to school districts in which the provider is approved by the state. If a state-approved 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 the provider have been met, the school district must report the provider to the department. The provider shall be immediately removed from the state-approved list for the current school year for that school district. Upon the second such withdrawal in any school district, the provider shall be ineligible to provide services in the state the following year.

(4) REALLOCATION OF FUNDS.--If a school district has not spent the required Supplemental Educational Services set-aside funding, the district may apply to the Department of Education after January 1 for authorization to reallocate the funds. If the Commissioner of Education does not approve the reallocation of funds, the district may appeal to the State Board of Education. The State Board of Education must consider the appeal within 60 days of its receipt, and the decision of the state board shall be final.

(5) RULES.--The State Board of Education may adopt rules pursuant to ss. [120.536](#)(1) and [120.54](#) to implement the provisions of this section and may enforce the provisions of this section pursuant to s. [1008.32](#).

## **Appendix I**

Sample Written Contractual Agreement between School Districts and  
State-Approved Supplemental Educational Services Provider

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

**THIS SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER AGREEMENT**

("Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, between The School Board of \_\_\_\_\_ 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 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 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.

**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 \_\_\_\_\_, 20\_\_.

## **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 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 immediately 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 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. PRE-MEETING FEE**

DISTRICT shall pay provider a set fee per tutoring session per student. For the 2008-2009 school year, this per-student fee shall be \$ \_\_\_\_\_. DISTRICT shall process payments to PROVIDERS within \_\_\_\_\_calendar days of receipt of invoice.

**I. AGGREGATE FEE**

The total amount the DISTRICT will pay the PROVIDER for SES during 2008-2009 school year shall be the lesser of: (1) the costs of the services provided; or (2) \$ \_\_\_\_\_, 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 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:

**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 if PROVIDER did not provide SES to students in DISTRICT in 20\_\_-20\_\_, or if PROVIDER did not attend the DISTRICT Technical Assistance Meeting at the end of the 20\_\_-20\_\_ 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**

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 \_\_\_\_\_ County, Florida as a certificate holder and additional insured.

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:

- A. The School Board of \_\_\_\_\_ County, Florida as an additional insured utilizing the following language: The School Board of \_\_\_\_\_ County, Florida, including all current, former, and future Board members, employees, volunteers, and agents.
- B. 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:

- A. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage)  
Limits: \$ \_\_\_\_\_
- B. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.)  
Limits: \$ \_\_\_\_\_
- C. Auto Liability (if the provider is transporting students)  
Limits: \$ \_\_\_\_\_
- D. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.)  
Limits: \$ \_\_\_\_\_

**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 \_\_\_\_\_ (name), \_\_\_\_\_ (title), 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 2008-2009 school year.”*

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.

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 \_\_\_\_\_ (name), \_\_\_\_\_ (title), 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 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.

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.

**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 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 \$\_\_\_\_\_/hour. This cost will be clearly documented and deducted from PROVIDER'S invoices.

#### **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. 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.*

## **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 Rental of Facilities Agreement, 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 following at \_\_\_\_\_ days prior to intended use of facility: the completed Rental of Facilities Agreement, a check representing a fully refundable rental deposit in the amount of \$\_\_\_\_\_ made out to The School Board of \_\_\_\_\_ County, and a separate check made out to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the SES coordinator. If PROVIDER does not submit the completed form and deposit payment \_\_\_\_\_ days 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 10 students at any one time. If PROVIDER does not receive adequate sign-ups to use the facilities, DISTRICT will refund the unused portion of PROVIDER'S deposit in full.

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

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing 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 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.

### **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. 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 weeks of the tutoring sessions.

### **II. 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):

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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 \_\_\_\_\_ (name).

**L. START OF TUTORING**

PROVIDER must be able to provide services to eligible students no later than October 15, 20\_\_, 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 at least three (3) business days prior to the start date.

**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 six (6) hours per week.

**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.*

School campus  Provider facility  Faith-based center

Community-based center  Student's home (on-line or computer-based)

Child Care Center  Public site such as public library

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.

**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. 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 \_\_\_\_\_ - 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 \_\_\_\_\_ (day) of the month following services rendered. All invoices must be submitted to the DISTRICT SES Program Specialist at \_\_\_\_\_ (address). Unless extended by DISTRICT to allow for make-up sessions, the last day that PROVIDER may provide SES will be \_\_\_\_\_. The last day to submit an invoice will be \_\_\_\_\_. 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 contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

**R. CONTINUE TUTORING**

PROVIDER must continue to provide Supplemental Educational Services to eligible students who are receiving such services until \_\_\_\_ (last day of school), 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.

#### **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.

- A. This Contract may be terminated if PROVIDER fails to submit the required documents and the executed contract by the due date, \_\_\_\_\_.
- 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.

#### **B. PROHIBITION OF LOBBYING**

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

#### **C. 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.

**D. 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.

**E. GOVERNING LAW**

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

**F. 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 \_\_\_\_\_ (name, title, address). 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.

**G. 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.*

**H. 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 \_\_\_\_\_ (name, title, address). 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.

**I. 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.

**J. ENTIRE CONTRACT/AGREEMENT**

The following School Board of \_\_\_\_\_ 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 Provisions
- e. Tutor Training Log signed
- f. Student Learning Plan (SLP)
- g. Rental Facilities Policy
- 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.

**THE SCHOOL BOARD OF \_\_\_\_\_ 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:**

\_\_\_\_\_  
Board Chairperson: Name / Signature / Date

\_\_\_\_\_  
Superintendent ( \_\_\_\_\_ County): Name / Signature / Date

The School Board of \_\_\_\_\_ County: \_\_\_\_\_

\_\_\_\_\_  
Address

**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:**

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date / Phone number

\_\_\_\_\_  
City / State / Zip Code