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Technical Assistance Paper

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

Summary:
1008.331, Florida Statute provides low-income parents whose children attend Title I schools and score a level I or level II on the Florida Comprehensive Assessment Test (FCAT) 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.

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INTRODUCTION

1008.331, Florida Statutes, require local educational agencies (LEAs) to enter into an agreement with any provider selected by parents of an eligible student. The agreement (contract) may not impose requirements that relate to the design of a provider's educational program as this would undermine the authority of the state educational agency's authority to approve providers.

Summary of New and Revised Items

The following questions have clarifying language that was not in the July 24, 2009, guidance: B-1, B-4, and B-6 (Minimum per Site, Serving Special Populations, Supplemental Curricula, District Access/Monitoring, and Student Records.) The sample SES provider contract, Appendix G, has been changed to reflect the updated guidance.

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 1008.331, Florida Statutes, a Title I school must offer parents of all eligible students who score a Level I or Level II on the Florida Comprehensive Assessment Test (FCAT 2.0) an opportunity for their child to participate in Supplemental Educational Services (SES).

Each school district must provide annual notice of the availability of SES, an explanation of benefits of receiving SES and how parents can obtain SES for their children, the identity of approved providers within the school district, a brief description of the services and locations where services will take place, qualifications of staff, demonstrated effectiveness of each provider's program, and indicate those providers that are able to serve students with disabilities or English Language Learners (ELLs), The district must enter into an agreement with each provider chosen by parents that:

- requires the district to develop, in consultation with the parents and the provider, a Student Learning Plan (SLP) 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 related 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;
- assures SES is consistent with applicable health, safety, and civil rights laws;
- prohibits the provider from promoting any allowable attendance or performance incentives before the student's enrollment; and
- contains provisions regarding the requirements for securing all student records and preventing access by unauthorized individuals, including the prohibition of sharing any student information with third parties without prior written consent of students' parents.

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

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

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

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

The school district must:

- enter into a district/provider contract with each state-approved SES provider that serves 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 original provider's services do not begin by the timelines, if the original provider's district/provider contract is terminated, or if the original 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, qualifications and evidence of effectiveness of each provider;
- 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 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;
- supply each parent-selected provider with state approval to serve students in the district student names, schools, addresses, and telephone number of record [see Florida Statutes Section 1002.22(3)(2)];
- terminate the contract if the provider fails to meet the goals and timelines as noted in the contract; and
- report SES evaluation data to the FDOE by May 1 of each year (in the form of Principal and LEA Surveys).

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

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

The provider must:

- 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, a timetable for improving achievement, and, for students with disabilities, a plan that is consistent with the student's Individualized Education Program (IEP), English proficiency plan or the student's section 504 plan;
- provide services consistent with the SLP;
- measure student's progress and regularly inform the student's parents and teachers of that progress;
- 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, once the provider's minimum number of students per site is met, eligible students 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;
- provide services to eligible students no later than October 15 of each school year contingent upon receipt of the district-approved student enrollment lists at least 20 days prior to the start date;
- 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;
- follow the provisions regarding the requirements for securing all student records and preventing access by unauthorized individuals;
- 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 access to records or reports or other relevant information upon request by the district and maintain records (such as fiscal records, student progress reports, student assessment results, etc.) for five years from the end of a fiscal period of the source of funding;
- comply with all federal and state laws and regulations, and with school board policy related to health, safety, and civil rights, the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, and Individuals with Disabilities Education Act (IDEA);
- provide SES that are secular, neutral, and non-ideological;
- ensure that instruction and content are consistent with the instruction used by the school district and aligned with the Next Generation Sunshine State Standards (NGSSS) as provided in State Board Rule 6A-1.09401, Florida Administrative Code;
- ensure that the curriculum and instruction is designed to help students attain proficiency in meeting the NGSSS;
- report SES evaluation data to the FDOE by May 1 of each year unless there is a prior agreement with the district; and

- ensure there are no attempts to influence or bias parents' completion of the parent survey or any other evaluation of the provider's services, including an assurance of truthful submission of assessment data.

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

SES is defined 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
- institution of higher education
- local educational agencies such as a Florida public school district, a university laboratory school, or Florida Virtual School, that is not identified as in need of improvement, corrective action, or restructuring
- public schools
- charter schools
- private schools
- 21st Century Community Learning Centers
- child care centers serving school-age students
- regional educational consortiums

A-6. Which districts are required to offer SES?

All school districts that have Title I schools are required to offer SES. Students from low-income families that are participating 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 services to the lowest-achieving students.

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?

Each school district must enter into an agreement or contract with each state-approved provider that parents select. The agreement must include all of these essential components:

- development and implementation of the Student Learning Plan that includes specific student achievement goals (no more than five per subject area), how each student's progress will be measured, timetable for improving achievements, and for students with disabilities, consistency with the student's Individual Education Plan (IEP);
- description of how the provider will regularly inform each student's parents and teachers of the student's progress;
- provisions for termination of the contract if the provider is unable to meet goals and timetables;

- provisions for payments to the provider by the district;
- prohibitions from disclosing to the public the identity of any student eligible for or receiving SES without written parental permission;
- provision that SES is consistent with applicable health, safety, and civil rights laws; and
- provision for incentives policy.

The agreement must also include all of the following essential components:

- policies relative to the use of school facilities that allow SES providers access to school facilities in the same manner as other organizations;
- policies relative to the fingerprinting and background checks of SES employees;
- process for monitoring the implementation of the contract; and
- provisions for serving the minimum number of students per site.

Contracts should include, at a minimum, the required components listed above and may include additional components to facilitate collaborative 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 (a state-approved SES provider that signed a contract to provide services has to continue serving the minimum number of students per site as indicated in the approved application for each enrollment period until the end of the school year);
- notice 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; and
- 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:

- **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.
- **SES Eligible Students** – Students from low-income families, as determined by the school district, who are enrolled a Title I funded school and score a Level 1 or Level 2 on the Florida Comprehensive Assessment Test 2.0 (FCAT 2.0).
- **Student Learning Plan (SLP)** – Florida law requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized 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.

- **Withdrawal** – Failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the district contract.

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 SES:

- Once parents have selected providers and contracts between district and SES providers have been signed by both parties, districts provide the provider with student names, schools, addresses, telephone numbers of record, and applicable IEP/504 plans and allow the providers to contact the students' parents to schedule a meeting to discuss the development of the SLP. The district will only provide information for those students whose parents signed consent forms allowing the district to share the information.
- District terminates the contract if the provider fails to meet the required goals, timelines, and responsibilities as outlined in the contract.
- District agrees to pay the provider for SES including the process by which payment will be made.

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 SES:

- 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 receipt of the 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, the Americans with Disabilities Education Act (ADA), Section 504 of the Rehabilitation Act, and Individuals with Disabilities Act (IDEA).
- Indicate that services shall be consistent with the state-approved application. SES providers' responsibilities include assessing and supervising students, transportation, and development of the SLP.
- Provide a description of how the provider will regularly inform each student's parents and 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, SES without the written permission of the parent of such student.

- Provide a description and assurance that all individuals employed by the provider will receive payment for their completed duties regardless of timeliness of payment by the school district to the provider.

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

Minimum per Site

The 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 FDOE. 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.

This section should require the provider to indicate the minimum number of students necessary per site to serve students in the local school district. This section should define the term "site" as recognized by the district, which can be either of the following:

- For the purposes of this contract, a site is defined as a District Title I school from which SES students are drawn

  OR

- For the purposes of this contract, a site is defined as the entire school district

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 staff changes should be included. Districts may add language that requires providers to present evidence regarding tutors' qualifications.

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 are prohibited from conducting provider business during school time or using district resources such as the district email system. Providers may not hire district employees who are directly responsible for administration of SES or Title I programs, such as a district liaison or a Title I program administrator.

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 student information or have access to school grounds, including online tutors. Online and distance tutoring companies must have their fingerprints submitted to the Florida Department of Law Enforcement (FDLE). Documentation of clearance from another state agency is not acceptable. This section should also outline the school district's requirements for reporting arrests/convictions after the tutor receives background clearance.

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). Contracts 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 background 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. You may obtain additional information in the FDOE's *Technical Assistance Paper related to Fingerprinting/Background Screening Requirements of State-Approved Supplemental Educational Services Providers (DPS: 2010-30),* dated April 30, 2010.

Insurance

This section should describe the district's policy relating to liability insurance, including coverage for the provider's employees who transport students. Include the amount of the liability insurance, personal injury protection and property damage liability, workers' compensation insurance, professional liability and abuse coverage, and the amount of the deductible required. Address district requirements related to naming the district as a certification holder and a provision to provide written notice to the district prior to any cancellation or material change to the policy. Requirements for providers must be applied fairly and consistently as they are applied to other entities contracted with the district.

Transportation

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

Districts may wish to include a statement referring to student supervision at sites for which the provider does not offer transportation to assigned students. Providers must ensure that students are escorted and appropriately supervised whenever students leave the tutoring space.

Serving Special Populations

This section should list the special population categories. Providers should be given the option to select the categories it has the capacity and resources to serve.

Supplemental Curricula

This section should describe the requirements for the provider to submit supplemental curricula for approval by the school district in cases where the state-approved curriculum does not meet the needs of the student.

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 a provider's partnership agreement or bylaws of a corporation, including 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 in the program. Districts are required to 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.

Districts should address that providers are not allowed to hire teachers or staff members from any site to market their program at fairs, open houses, etc. since this prevents unethical practices that might lead to inappropriate recruiting of students for SES.

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 2011-2012 Request for Applications and General Assurances, applicants must agree to abide by ethical business practices as adopted 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://eia.memberclicks.net/index.php?option=com_content&view=article&id=24&Itemid=94.

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. Additional information regarding marketing and outreach may be obtained in the FDOE's *Technical Assistance Paper related to Public School Choice Parent Outreach and Notification (K-12 Memo 2008-47)* dated June 9, 2008.

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
- Accident/incident procedures
- Student sign in and sign out procedures
- Remedies for breach of contract, sanctions, penalties
- Termination for cause
- Compliance with federal and state statutes and executive orders
- Reporting requirements
- Patent rights and copyrights
- Access by federal agency
- Retention of records
- Invoices including
  - Student progress reports
  - Attendance records

The contract should address district policy regarding student 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
- documentation of attempted contacts with parents and unexcused absences

Schedule for Tutoring

This section should outline the expected timelines for providers to commence tutoring students and any consequences for noncompliance.

In the event that the contract with an SES 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. Districts may wish to include language regarding its authority to specify a timeline for providers to begin tutoring or face contract termination. Tutoring sessions must be consistent with the approved application, the contract, and SLPs.

The district may include language that prohibits SES providers from starting tutoring after 7 p.m.

District Access/Monitoring

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 policy 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 and 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 in 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, total hours of prescribed program, no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment The agreement must be approved by all parties before services can begin. Parent's, district's, and provider's signatures can be obtained after the tutoring takes place, but all three parties have to verbally agree based on documented consultation prior to the start of SES. Districts must address alternative means by which providers can document consultation with parents, when all three parties are unable to meet together.

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

Unless there is a prior agreement with the district, SES providers have to pre- and post-assess students to determine the individual academic student learning goals. The FDOE recommends the development of a maximum of five goals per subject area.

The contract should include language that the SES provider informs the district ten (10) days prior to administering post-assessment of when and where the test will take place to give the district the option to monitor or be present at the post-assessment.

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.

The contract should address district policy related to revising or amending a student's SLP. Include the provisions pursuant to the Request for Applications that prohibit providers from billing the district for conducting pre- and post-assessments of students and developing the SLP. Additional information regarding student's SLP may be obtained in the FDOE's *Technical Assistance Paper Related to Student Learning Plans for Supplemental Educational Services (DPS-2009-153)* dated September 11, 2009.

Student Progress Reports

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

The provider is responsible for abiding by the terms of the RFA related to pre- and post-testing. The FDOE recommends a monthly dissemination of the student progress report. Unless there is a prior agreement with the district, the SES provider has to include pre- and post-assessment information that indicates the mastery of student learning goals on the final student progress report before sharing with the parents and districts.

The opportunity to allow students to make up sessions should be included in the SLP and contract if district policy permits this option. Additional information related to student's progress reports may be obtained in the FDOE's *Technical Assistance Paper Related to Monitoring and Reporting Student Progress for Supplemental Educational Services (DPS: 2009-118)* dated July 1, 2009.

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.A. Section 8132g; 20 U.S.C.A. 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 United States Education Department, 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 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.

Inspection and Audit

This section should describe district policies related to access of records, reports or other relevant information upon request by the district and the requirements for maintaining records (such as student progress reports, student assessment results, etc.) 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 facility usage 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.

Include 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 facility usage fees within a given deadline or specific number of days. Districts may include the fees and facility usages procedures in their contract.

Specify the requirement for providers to notify the district regarding any change in 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 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. The following basic requirements for information regarding the invoices must be included: name and address of student, name of parent or guardian, name of service provider, process for verifying attendance records and student progress reports. Options for verifying attendance records are:

- parent, student, and tutor sign attendance record
- student, site facilitator, and tutor sign attendance record

- notarized attendance sheet in absence of parent signature
- district verification with parent in absence of signature

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, per pupil allocation, provider's rate consistent with stated rate in approved application, number of hours, total amount due and a statement of any prohibition for exceeding that amount.

Attention should be given to any provisions for nonpayment or withholding payment. Outline the process and 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.

Provisions governing payment for services and those addressing missed tutoring sessions should be outlined.

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.

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, student progress reports, etc.

Termination

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

This section should identify all reasons and conditions for which a contract could be terminated (including but not limited to fail to meet goals, timelines, and provisions of incentives). 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 and report terminations to the state, which may impact SES providers' approval in the future.

Contracts should include a statement pertaining to independent contractor status and subcontracting 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.

Code of Ethics

This section should include the district policy related to documenting 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.

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

Conduct of Provider Employees

The contract should describe any policy related to conduct, dress, or behavior required by the district of provider employees and 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 E.

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

Prohibition of Defaming the District

Districts should specify any district policy that prohibits a provider or provider's employees from defaming the school district and include a 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 a 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 provider's tutoring program covered under the contract to another party

without prior written consent of the school district. Providers may use subcontractors to provide transportation to their assigned SES students.

- Some districts do not permit providers to use subcontractors for any services offered by SES providers in their districts. Providers must abide by each district's policies regarding subcontracting.
- Subcontractors are required to abide by all of the same assurances, policies and procedures, and all other requirements for SES providers.

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.

The FDOE's recommendation is to include assurances that require SES providers to train their tutors regarding assessing students and submitting student data.

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 Supplemental Educational Services.

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 the 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 constitute the entire agreement or contract between the district and provider.

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 be the contract manager. Curriculum coordinators and Exceptional Student Education (ESE) specialists may possess expertise in unique areas and may be able to assist in the implementation of the contract.

C-2. When should districts begin the contract process with an SES provider?

District staff may begin to contact state-approved SES providers in their district as soon as possible following the release of the approved provider list to begin the contract process between the district and providers and create and maintain provider directories.

C-3. When should contracts be effective?

It is recommended that contracts are effective from July 1 to June 30 of each school year. A state-approved SES provider that signed a contract to provide services has to continue serving the minimum number of students per site as indicated in the approved application for each enrollment period until the end of the school 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?

Yes. School districts have the flexibility to choose SES providers from the state-approved list to contract with.

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

Yes. 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 breech, both parties may agree to termination. Utilizing termination-without-cause clauses as a means of rejecting providers who have been approved by the FDOE should be avoided. If the provider’s conduct is egregious, the districts must report the matter to the FDOE.

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 services to students within a specified, reasonable time following the signed contract (but not before October 15) and stipulate student reassignment.

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 SLP must be approved by all three parties before services can begin. The SLP must be developed in collaboration with the school district, parents, and the provider and must include a process for measuring a student's progress. The SLP must also include a timetable that focuses on steps for improving the student's achievement, a timeline for provision of services, total hours of prescribed program, no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment and the process for informing teachers and parents regarding the student's progress.

Districts that require SES providers, parents, and school/district representatives to be physically present for SLP meetings should have the appropriate resources in place to ensure that the district's process is not a barrier to meeting the October 15 deadline.

Districts must address alternative means by which providers can document consultation with parents when all three parties are unable to meet together such as home visits, provider meetings with parents off site, conference calls with all three parties, or electronic signatures.

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

This is a school district decision. Districts are required 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 parents 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.

C-10. How long should the district provide SES 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. 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. Where parental consent has been given, can schools or districts bar the transportation of children by persons other than the parents or guardian of the child?

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

C-13. May a district determine charges for use of school facilities based on the type of group or organization using the facilities?

Yes. The district policies related to the use of school facilities by SES providers must be consistent with fees charged to other community groups and must be equal for all providers. Districts must ensure that SES providers are given access to school facilities, using a fair, open, and objective process, on the same basis and terms as are available to other groups that seek access to the facilities.

C-14. 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-15. Should the contract include specific language regarding student assessments, including timelines and procedures for conducting the assessments?

Districts shall address student assessments in their contract. Providers must schedule time with parents and students to conduct the pre-assessments to develop the SLPs. The contract also shall include language that the SES provider informs the district ten (10) days prior to administering post-assessment of when and where the test will take place to give the district the option to monitor or be present at the post-assessment. Addressing this issue in the contract will ensure mutually agreed upon timelines and expectations for the development of SLPs, commencement of services to students, and the development of the final student progress report.

C-16. Can a provider invoice a school district for the time spent conducting the pre-assessment to be used to develop Student Learning Plan or to conduct the post-assessments to determine and report in the final student progress report if students mastered their academic learning goals?

No. A provider cannot bill the school district for conducting pre- and post-assessments of a student. A provider shall only invoice for the actual time spent tutoring the student.

C-17. Is it necessary to include confidentiality requirements related to student information in the contract between the district and SES provider?

Yes. SES providers are prohibited 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.A. 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-18. 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 receipt of the 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 F.

C-19. 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 approving 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. Once an addendum and extension is entered into, all portions

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

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 detail district-specific information that the district could include on its 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-20. What are district and provider responsibilities related to collecting and reporting student data?

School districts are required to report school data to the State Department. The FDOE developed an Automated Student Database that includes a Title I SES data format. Additional information regarding the SES data reporting can be found at http://www.fldoe.org/flbpso/nclbchoice/ses/sesdataelements.asp. It is critical for districts and the providers to ensure that all data are accurately collected and reported to the state.

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

Based on new legislations outlined in Section 1008.311, F.S., unless a prior agreement has been made with the districts, SES providers are responsible to report the following data to the FDOE:

- Length of prescribed program,
- Contact hours with students
- SES achievement goals, and
- SES achievement goal mastered.

Accurate recordkeeping is essential to document district compliance with Florida law 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. Florida law requires the FDOE 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 self-evaluation study and submit a report of compliance and any necessary system

improvement plans to the FDOE 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.

C-21. Are school districts and state-approved SES providers required to monitor the fidelity of the state-approved SES provider's program with its agreement with the district?

Yes. 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
- collection and report of student data

C-22. 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 FDOE has developed a monitoring process that includes three tiers: self-evaluation study, desktop verification process, and an onsite monitoring process. The FDOE staff incorporated a section regarding SES in the FDOE'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 FDOE's 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 state law 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 FDOE's monitoring work papers for Title I, Part A, School

Choice section and the provider's application as approved by the FDOE. 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-23. 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 FDOE to provide data and information regarding provider performance and compliance with 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.

CONTRACT WITH SCHOOLS AND DISTRICTS AS SES PROVIDERS

D-1. Does a district have to contract with a district SES provider?

No. School districts have the flexibility to choose SES providers from the state-approved list to contract with.

D-2. What should be considered for the organizational infrastructure of those school and district SES providers?

School districts and public schools applying to become SES providers need to be operated as separate entities from districts to be equitable and to avoid any conflict of interest. District SES providers are encouraged to report to superintendent's office not to the SES office. These providers must have separate district employee provider staff with different responsibilities including but not limited to the SLP process, training, logistical operations of service, payroll, and invoice process. SES district coordinators should not oversee the district SES provider program. It is recommended that a separate hiring process for district providers is in place.

D-3. Should the contract address different marketing procedures for schools and districts as SES providers?

School districts are obligated to apply the same approval process for marketing material from school and district SES providers. It is recommended to 'under market' the SES provider programs, as well as not offering incentives.

Districts may impose the same procedures regarding the participation in provider fairs, for instance by randomly assigning booths to participants. Principals may not allow only district or school SES providers to attend a school-held event for the purpose of marketing. If they afford providers the opportunity to participate in a school-sponsored event for the purpose of marketing, principals at a minimum must include all of their 'on-site' providers.

D-4. Is a school or district SES provider required to follow the same facility usage policy?

Districts usually own the school facilities; therefore, school and district SES providers would not necessarily have to pay facility rental fees for their own buildings if this is their policy. Districts would have to allow other providers to access their school facilities in the same way as other vendors do.

It is recommended that districts provide at least one room per school per provider that offers SES on school ground. A district might want to work with their principals on providers' behalf to reserve space and clear rooms upfront for all providers to use. If a district has to prioritize school space, providers are asked to choose a business model prior to serving students based on available school facility space.

D-5. Which specific payment regulations apply to school and district SES providers?

The attendance and invoice documentations have to be generated within the same regulations as other providers do. Districts need to ensure that the payment goes in a sub-grant for district SES providers and will be only used to pay tutors and other legitimate and reasonable administration costs.

Districts may identify upfront costs and use funds from General Revenue, which can be refunded later by using the required set aside for SES. District and school SES providers are not generating program income.

D-6. Does a district SES provider have to have insurances?

No. There are no additional requirements for insurances.

D-7. How can a district SES provider ensure an equitable enrollment process?

The district must provide either a rolling or expanding enrollment process or more than one opportunity during the school year for parents to enroll their children in SES, and must allow eligible students to receive SES throughout the academic year.

The district must make sign-up forms widely available and accessible and must distribute them directly to all eligible students and parents.

D-8. Will school and district SES providers be included in the state SES provider evaluation?

Yes. All SES providers that are contracted with districts and have students assigned, will be included in the state SES provider evaluation. Districts are encouraged to perform an internal evaluation of school and district SES provider programs.

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) (K-12 Memo 2008-162, November, 2008): http://info.THE FDOE.org/docushare/dsweb/Get/Document-5195/k12-2008-162.pdf
- Technical Assistance Paper (TAP) Related to Public School Choice Parent Outreach and Notification (K12 Memo 2008-47, June 9th, 2008): http://info.THE FDOE.org/docushare/dsweb/Get/Document-4362/k12-08-58memo.pdf
- Technical Assistance Paper (TAP) Related to Student Learning Plans for Supplemental Educational Services (K-12 Memo 2008-137, November 17, 2008): http://info.THE FDOE.org/docushare/dsweb/Get/Document-5208/k12-2008-137.pdf
- Technical Assistance Paper (TAP) Related to Fingerprinting/ Background Screening Requirements of State-Approved Supplemental Educational Services (SES) Providers (K-12 Memo 2009-017, January 16, 2009): http://info.THE FDOE.org/docushare/dsweb/Get/Document-5266/DPS-2009-017.pdf
- Technical Assistance Paper (TAP) Related to the Written Contractual Agreement Between School Districts and State-Approved Supplemental Educational Services Providers (K12 Memo 2008-46, April 29th, 2008): http://info.THE FDOE.org/docushare/dsweb/Get/Document-4959/k12-2008-46-tap.pdf
- Section 1008.331, Florida Statutes

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: Sample Letter Notifying Providers of Contract Termination

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

Appendix F: Sample Handout for SES Tutors

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

Appendix A

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

Sample Expectations and Guidelines for District Employees

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 from 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 shall 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

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, bullhorns, 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/worker'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 Worker'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 _____ How Long? _____

Telephone # _____

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 Supplemental Educational Services Provider
Employee/Tutor 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. Pre- and Post-Assessment Procedures and Reporting
11. The usage of supplies and equipment – I will only use supplies or equipment that belongs to the provider or myself.
12. District Security Clearance (attached a copy of verification)
13. I meet the educational requirement to tutor for this company.
14. The Cayen Computer System:

    I attended Cayen Training: ☐ Yes ☐ No Date of Training: _____

Request for Cayen access: ☐ Yes ☐ No

Level of security requested _____

Place Copy of Security Badge Here

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 approval is received from the SES program office.

_____ _____
Provider Representative Date

Appendix D

Sample Letter Notifying SES Providers of Contract Termination

Date

Name of SES provider
Address

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

On or about _____ (date), _____ (provider name) entered into an agreement ("the Agreement") with _____ County School Board (DISTRICT) for the provision of supplemental educational services (SES) to qualifying students who are enrolled in the DISTRICT. In accordance with Section 5 of the Agreement, the DISTRICT is terminating its agreement with _____ (provider name) effective_____ (date).

The Agreement states:

Section _____: "(copy text from contract here)"

Section _____: "(copy text from contract here)"

Accordingly, _____ (provider name) shall cease providing services to assigned students effective _____ (date). In accordance with the Agreement, please provide your final invoice and student attendance to _____ (name) so that final payment can be determined.

If you have any questions or concerns, please contact me at _____ (e-mail address) or _____ (phone number). Thank you for your cooperation and continued support!

Respectfully,

(name)
(title)

cc: Florida Department of Education

Appendix E

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.

_____ Date: _____

Employee Name

Appendix F

Sample Handout for SES Tutors

Sample Handout for SES Tutors

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 approved by parent, provider, and district BEFORE student begins tutoring.
- SLP should contain no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.
- If all academic achievement goals are completed, a new SLP should be approved by parent, provider, and district.
- SLP should contain the total hours of prescribed program.
- 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.
- 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 $5 to $70 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.
- Tutoring should not take place after 7 pm.

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 caregiver 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

- Final Progress Reports shall contain the following additional information:
  - All student achievement goal(s) with the pre- and post-assessment scores.

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 G

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 (SES) provider (hereinafter referred to as the "PROVIDER") for the purpose of providing 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, 1008.331, Florida Statute 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

- **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.
- **SES Eligible Student** – students from low-income families, as determined by the school district, who are enrolled a Title I funded school and score a Level 1 or Level 2 on the Florida Comprehensive Assessment Test 2.0 (FCAT).
- **Student Learning Plan (SLP)** – Florida law requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific no more than five academic achievement goals per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment. The SLP also includes how the student's progress will be measured, and a timetable for improving

achievement that, in the case of a student with disabilities, is consistent with the student's Individualized Education Program (IEP) under Individuals with Disabilities Education Act (IDEA) or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.

- **Withdrawal** – failure to provide services to students in a district in which the provider was assigned the minimum number of students that they indicated they were willing to serve in the DISTRICT contract.

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 DISTRTICT 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 2.0 (FCAT) scores, Dynamic Indicators of Basic Early Literacy Skills (DIBELS), results of formative benchmark assessments, etc.) that will assist PROVIDER during the development of the SLP. To be able to effectively determine the students' weakest benchmark areas, the district is providing this information to the PROVIDER who is responsible for establishing no more than five academic achievement goal per subject area with specific pre-assessment data and expected percentage of mastery of goals verified during the post-assessment.

E. PAY PROVIDER

I. ACTUAL SERVICE

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

II. PER PUPIL ALLOCATION

The per pupil allocation (PPA) is determined and published by the FLDOE. The DISTRICT will pay PROVIDER an hourly rate as set forth in the PROVIDER'S state-approved application and in accordance with the DISTRICT'S per pupil allocation for SES. In no instance will the DISTRICT exceed this amount.

III. PRE-MEETING FEE

DISTRICT shall pay provider a set fee per tutoring session per student. For the 2012-2013 school year, this per-student fee shall be $ _____. DISTRICT shall process payments to PROVIDERS within _____calendar days of receipt of invoice.

IV. AGGREGATE FEE

The total amount the DISTRICT will pay the PROVIDER for SES during 2012-2013 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 be the Florida Department of Education.

V. 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. MINIMUM PER SITE

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

district. Upon the second such withdrawal in any school district, PROVIDER shall be ineligible to provide services in the state the following school year.

Minimum number per site: _____

A site is defined as _____ [Either the entire district OR a single school].

B. 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.

C. 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:

1. 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.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

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

PROVIDER insurance requirements:

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

D. 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.

E. 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.

F. 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.

G. 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 first year of school improvement <u>AND</u> be eligible for Free or Reduced Price Lunch for the previous (first enrollment) and current school year (for continuous enrollment)."*

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

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

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

H. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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

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

III. CONFLICT OF INTEREST

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

IV. CONDUCT OF PROVIDER EMPLOYEES

All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.

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.

In the event of an arrest and/or conviction of a felony or first-degree misdemeanor after tutor has received vendor clearance, PROVIDER must notify DISTRICT of such occurrence within five (5) business days of the arrest. DISTRICT will place the affected tutor on inactive status until the charges are resolved. In the instance that the charge(s) are dropped, PROVIDER may submit a copy of such to DISTRICT and request a reinstatement of tutor.

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.

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

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures (which shall be made available to provider at Annual Provider Meeting 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.

X. TUTOR PAYMENT

PROVIDER assures that all individuals employed by PROVIDER will receive payment for their completed duties regardless of timeliness of payment by the DISTRICT to the PROVIDER.

I. 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.

J. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parent/guardian and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER unless there is an agreement between DITRICTS and PROVIDERS determining that the district is conducting the pre- and post-assessment.

PROVIDER must clearly state the level of the student prior to the start of SES. For each student assigned, PROVIDER shall administer a pre-assessment of student achievement for each goal on the SLP using an assessment instrument approved by the FDOE as part of the PROVIDER state application. The goals set forth in the SLP must address specific deficiencies of the student based on test scores or DISTRICT input. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards, the pre-assessment score from the test administered by the PROVIDER, the measure of growth that the student will achieve based upon the anticipated post-assessment scores, and the timetable for improving the student's performance. All goals must be related to the Next Generation Sunshine State Standards and be consistent with the student's IEP (if applicable). PROVIDER shall submit no more than five (5) goals per subject area on each student's SLP.

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 approved by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin. PROVIDER agrees to make three (3) documented attempts to obtain parent's signature on the SLP or provide parent consultation, after which time, if the DISTRICT has approved the SLP, it will be considered approved by all parties.

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.*

When an email address is available, PROVIDER shall obtain an email address for the parent of each student as part of the SLP and report the email address to the DISTRICT.

K. SUPPLIES, EQUIPMENT, AND FACILITIES

PROVIDER shall be solely responsible for the provision of all appropriate educational materials, supplies, equipment, and facilities for a pupil as outlined in the PROVIDER'S state approved application and required in the pupil's SLP. A PROVIDER who desires to use DISTRICT'S facilities must make a separate application for use of facilities through DISTRICT'S 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.

L. 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.

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

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

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):

_____

_____

Pre- and post-assessment will be conducted by:

SES PROVIDER ☐

DISTRICT ☐

Pre- and post-assessment will be reported by:

SES PROVIDER ☐

DISTRICT ☐

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).

M. 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.

N. TUTORING SERVICES

I. PROVIDER APPLICATION

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

II. FEDERAL/STATE LAWS

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

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

III. TUTORING CONTENT

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

IV. SUPPLEMENTAL CURRICULA

In the event that the curricula listed in the state-approved application does not meet the academic needs of the student receiving services, PROVIDER shall submit a Request for Supplemental Curricula to the DISTRICT. The DISTRICT will have the authority to approve supplemental curricula on a case-by-case basis.

V. TUTORING LIMITS

PROVIDER shall limit tutoring to two (2) hours per day Monday-Friday, four (4) hours per day with at least one fifteen (15) minute break Saturday-Sunday and six (6) hours per week. PROVIDER agrees to not start SES tutoring after 7 pm.

VI. SCHEDULE

The PROVIDER shall meet with each eligible student who requests SES services from a PROVIDER to offer Supplemental Educational Services in mathematics, reading/language arts, and science aligned with the Next Generation 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.

VII. PROVIDER CAPACITY

PROVIDER assures it has the instructional staff and materials capable of serving the following student populations:

☐ English Language Learners
☐ Occupational Therapy
☐ Speech Impaired
☐ Language Impaired
☐ Visually Impaired
☐ Specific Learning Disabled
☐ Orthopedically Impaired
☐ Physical Therapy
☐ Speech Impaired
☐ Deaf or hard of hearing
☐ Emotional/Behavioral Disability
☐ Hospital/Homebound

☐ Dual-Sensory Impaired
☐ Traumatic Brain Injured
☐ Established Conditions
☐ Intellectual Disability
☐ Autism Spectrum Disorder
☐ Developmentally Delayed
☐ Other Health Impaired

O. CONTROL OF STUDENTS

PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved caregiver, at the end of the service. The PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER.

P. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original attendance records as described in _____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 _____for each student completed at the end of each month.

Tutoring that extends beyond six (6) hours per week or two (2) hours per day will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount 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.

Q. INCENTIVES

PROVIDER must limit student incentives as follows:

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

PROVIDER shall not provide parent incentives.

R. CONTACT PARENTS

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

S. CONTINUE TUTORING

PROVIDER must continue to provide Supplemental Educational Services to eligible students who are receiving such services until ____ (last day of school), or until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

T. ACCESS TO RECORDS/MONITORING

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

U. INSPECTION AND AUDIT

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

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

V. SUBCONTRACT AND ASSIGNMENT

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

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

W. 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.

X. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

Y. REQUIRED DOCUMENTS

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

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

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

By signing this document, the PROVIDER certifies that it:

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

4. RIGHT TO WITHHOLD

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

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

5. TERMINATION

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

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.

6. PROHIBITION OF LOBBYING

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

7. INDEPENDENT CONTRACTOR STATUS

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

8. NON-EXCLUSIVITY

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

9. GOVERNING LAW

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

10. DISPUTES

Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to _____ (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.

11. MODIFICATIONS AND AMENDMENTS

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

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

12. NOTICES

Notices required under this Contract shall be valid when delivered by hand delivery, certified mail, facsimile transmission, email or national overnight delivery or courier service such as Federal Express or UPS. All correspondence to the DISTRICT must be delivered to _____ (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.

13. SEVERABILITY CLAUSE

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

14. ENTIRE CONTRACT/AGREEMENT

The following School Board of _____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. Final Student Progress Report
H. Rental Facilities Policy
I. 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

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