AGENDA

REGULAR SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA

August 17, 2010

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER

2. OPENING PRAYER

3. PLEDGE OF ALLEGIANCE

4. RECOGNITIONS

ITEMS FOR CONSENT

5. REVIEW OF MINUTES – **SEE ATTACHMENT**

   a. July 20, 2010, 6:00 p.m. – Special Board Meeting

   b. July 22, 2010, 6:00 p.m. – Student Meeting

   c. July 27, 2010, 4:30 p.m. – School Board Workshop

   d. July 27, 2010, 6:00 p.m. – Tentative Budget Hearing

   e. July 27, 2010, Regular School Board Meeting – Immediately Following Tentative Budget Hearing at 6:00 p.m.

   ACTION REQUESTED: The Superintendent recommends approval.

6. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions) – **SEE PAGE #5**

   a. Personnel 2009 – 2010

   ACTION REQUESTED: The Superintendent recommends approval.

   b. Personnel 2010 – 2011

   ACTION REQUESTED: The Superintendent recommends approval.

7. BUDGET AND FINANCIAL TRANSACTIONS

a. Budget Amendment Number Forty-Three - **SEE PAGE#9**

Fund Source: 433 (Other ARRA Stimulus) Funds
Amount: $.00

ACTION REQUESTED: The Superintendent recommends approval.

b. Budget Amendment Number Forty-Four – **SEE PAGE #12**

Fund Source: 432 (Targeted ARRA Stimulus Funds)
Amount: $-123,385.67

ACTION REQUESTED: The Superintendent recommends approval.

c. Budget Amendment Number Forty-Five – **SEE PAGE #16**

Fund Source: 420 (Federal) Funds
Amount: $.00

ACTION REQUESTED: The Superintendent recommends approval.

d. Resolution for Banking Services with Capital City Bank – **SEE PAGE #22**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

e. Crossroad Academy Audited Financial Reports 2009 – 2010
SEE PAGE #25

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

f. Crossroad Academy Financial Reports for July, 2010 – **SEE PAGE #31**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

8. AGREEMENTS/PROJECT/GRANT APPLICATIONS

a. Memorandum of Understanding Between Gadsden County School Board and Florida Therapy Services **– SEE PAGE #35**

Fund Source: Medicaid Billing by Florida Therapy Services
Amount: Based on Services Provided to Students

ACTION REQUESTED: The Superintendent recommends approval.

b. Contract for Uniformed Security Guards for 2010 - 2011– **SEE PAGE #38**

Fund Source: General Fund
Amount: $11.60 per hour or approximately $183,744.00 (based on actual hours)

ACTION REQUESTED: The Superintendent recommends approval.

c. Contracted Services – **SEE PAGE #42**

Fund Source: General Fund
Amount: $27,325.00

ACTION REQUESTED: The Superintendent recommends approval.

d. Contract Services – **SEE PAGE #47**

Fund Source: General Fund and Title I
Amount: $261,401.40

ACTION REQUESTED: The Superintendent recommends approval.

e. Contracted Services – **SEE PAGE #56**

Fund Source: Title I and Title I School Improvement
Amount: $108,583.50

ACTION REQUESTED: The Superintendent recommends approval.

f. Insurance – General Liability, Automobile, Property and Workers Compensation - **SEE PAGE #63**

Fund Source: General Fund and Capital Improvements Fund
Amount: Estimated $835,020.00

ACTION REQUESTED: The Superintendent recommends approval.

g. Agreement Between Gadsden County School District and Alternative Unlimited, Inc. – **SEE PAGE #67**

Fund Source: N/A
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval.

h. Supplemental Educational Services – **SEE PAGE #80**

Fund Source: Title I Part A, Supplemental Educational Services
Amount: N/A

ACTION REQUESTED: The Superintendent recommends approval

ITEMS FOR DISCUSSION

9. CONSIDERATION, PROPOSAL, AND/OR ADOPTION OF ADMINISTRATIVE RULES AND RELATED MATTERS

   a. Approval of School Board Rule 2.25 (Code of Student Conduct)
   SEE PAGE #820

   Fund Source: N/A
   Amount: N/A

   ACTION REQUESTED: The Superintendent recommends approval.

10. EDUCATIONAL ITEMS BY THE SUPERINTENDENT

11. SCHOOL BOARD REQUESTS AND CONCERNS

12. ADJOURNMENT

The School Board of Gadsden County

Reginald C. James
SUPERINTENDENT
OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
www.gcps.k12.fl.us

"Building A Brighter Future"

August 17, 2010

The School Board of
Gadsden County, Florida
Quincy, Florida 32351

Dear School Board Members:

I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.

Item 6A Instructional and Non Instructional Personnel 2009-2010
Item 6B Instructional and Non-Instructional Personnel 2010/2011

The following reflects the total number of full-time employees in this school district for the 2010/2011. school term, as of August 17, 2010.

Description Per DOE Classification	DOE Object#	#Employees August 2010
Classroom Teachers and Other Certified	120 & 130	455.50
Administrators	110	42.50
Non-Instructional	150, 160, & 170	382.00
		880.00

Sincerely,

Reginald C. James
Superintendent of Schools

Eric F. Hinson
DISTRICT NO. 1
HAVANA, FL 32333
MIDWAY, FL 32343

Judge B. Helms, Jr.
DISTRICT NO. 2
QUINCY, FL 32351
HAVANA, FL 32333

Isaac Simmons, Jr.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

Charlie D. Frost
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

Roger P. Milton
DISTRICT NO. 5
QUINCY, FL 32351

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

AGENDA 6A, INSTRUCTIONAL AND NON INSTRUCTIONAL 2009-2010

REQUESTS FOR LEAVE, RESIGNATIONS, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT:

RESIGNATION

Name	Location	Position	Effective Date
Mills, Pamela	EGHS	Teacher	06/11/2010

AGENDA ITEM 6B, INSTRUCTIONAL AND NON INSTRUCTIONAL 2010/2011

INSTRUCTIONAL

Annual

Bell, Emily

ADMINISTRATIVE AND ADMINISTRATIVE SUPPORT

Name	Location	Position	Effective Date
Dowdell, Keith	WGHS	Asst Principal	08/02/2010
Gay, Gerald	District	Pgm Spec Title I	08/09/2010
Jackson, Willie	HMS	Principal (Interim)	08/09/2010
Jones, Tisa	SJES	Asst. Principal	08/02/2010

INSTRUCTIONAL

Name	Location	Position	Effective Date
Brock, Leon	WGHS	Teacher	08/16/2010
Bryant, Samathlyn	WGHS	Teacher	08/16/2010
Campbell, Claudia	GRES/SJES	Lib Media Spec	08/16/2010
Clarke, Iesha	EGHS	Teacher	08/16/2010
Clary, Kamilah	SSES	Teacher	08/16/2010
Cook, Applemania	SSES	Teacher	08/16/2010
Cotton, Talia	EGHS	Teacher	08/16/2010
Evans, Debra	GTI	Nursing Inst	08/09/2010
Hills, Kecia	Head Start/PreK	Visiting Teacher	08/16/2010
Hobbs, Charlene	GRES	Teacher	08/16/2010
Holton, Amelia	SSES	Teacher ESE	08/16/2010
Hussein, Edna	WGHS	Teacher	08/16/2010
Johnson, Hoatson	WGHS	Teacher	08/16/2010
Kalinyak, Krystle	EGHS	Teacher	08/16/2010
Kelly, Alexis	GWM	Teacher	08/16/2010
Lambeth, Karin	SJES	Teacher	08/16/2010
Lawson, Sandra	HES	Teacher	08/16/2010
Lowe, Elaina	EGHS	Teacher	08/16/2010
Lubbers, John	EGHS	JROTC	08/16/2010
McKinney, Crystal	SSES	Teacher	08/16/2010
Montes de Oca, Luis	EGHS	Teacher	08/16/2010
Moody, Cheryl	EGHS	Teacher	08/16/2010
O'Neal, Whittney	SSES	Teacher	08/16/2010
Peterson, Nedra	CPA	Teacher	08/16/2010
Reed, Shanta	JASMS	Teacher	08/16/2010
Ryals, Virginia	GWM	Teacher	08/16/2010
Salters, Brandon	EGHS	Teacher	08/16/2010
Saprong, Akua	GRES	Teacher	08/16/2010
Serls, Tangela	EGHS	Teacher	08/16/2010
St. John, Sharon	GRES	Teacher	08/16/2010
Stafford, Juanita	SSES	Teacher	08/16/2010
Walker, Terry	EGHS	JROTC	08/03/2010
Williams, Sabrina	JASMS	Teacher	08/16/2010
Wright, Mary	GRES	Ed Paraprofessional	08/16/2010

Out of Field

Name	Location	Position	Certification Area	No. Periods Out of Field
Hoatson, William	Head Start/Pre K	Teacher, Pre K	ESE K-12	All

NON-INSTRUCTIONAL

Name	Location	Position	Effective Date
Jackson, Renisha	GEMS	SFS Manager	08/19/2010
Fleming, Linda	GBES	SFS Manager	08/19/2010
Lewis, Kourtney	GTI	Job Coach	08/16/2010
McNeil, Tinika	EGHS	Sec. Law Enfc Acdy	07/01/2010
Robinson, Lamar	CPA	Custodian	08/10/2010
Safford, Judson	SSES	Ed Paraprofessional	08/16/2010
Wright, Mary	GRES	Ed Paraprofessional	08/16/2010

AGENDA ITEM 6B, INSTRUCTIONAL AND NON INSTRUCTIONAL 2010/2011

REQUESTS FOR LEAVE, RESIGNATIONS, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT:

REQUEST FOR LEAVE

Name	Location	Position	Effective Date
Baker, Sharita	SJES	Teacher	09/10/2010

RESIGNATION

Name	Location	Position	Effective Date
Anderson, Scott	EGHS	Teacher	08/03/2010
Ball, Tiara	GBES	Teacher	08/10/2010
Bouie, Susan	HMS	Custodial Asst.	07/29/2010
Garcia, Heather	GWM	Teacher	08/11/2010
Granger, Eugene	WGHS	Teacher	08/12/2010
Jackson, Jenniene	CES	Secretary	07/30/2010
McGriff, Tammy	District	Program Spec Title I	07/30/2010
McKinnon, Sharon	EGHS	Teacher	07/27/2010
Shaffer, Deborah	SSES	Teacher	07/29/2010
Stevens, Cynthia	GWM	Ed Paraprofessional	08/03/2010
Wildgoose, Geraldine	EGHS	Teacher	07/30/2010
Wilson, Melinda	GWM	Teacher	08/09/2010
Woods, Lucy	SSES	Ed Paraprofessional	08/10/2010

TRANSFERS

Name	Location/Position Transferred From	Location/Position Transferred To	Effective Date
Beasley, Brandi	SSES/Teacher	HMS/Teacher	08/16/2010
Cole, Miranda	CPA/Teacher	WGHS/Teacher	08/16/2010
Gordon, Stenet	GEMS/Custodial Asst.	SSES/Custodial Asst	08/02/2010
Hobbs, Carolyn	GTI/Custodial Asst.	HMS/Custodial Asst	08/08/2010
Hopkins, Bobby	SSES/Teacher	SSES/Media Spec	08/16/2010
James, Betty	GRES/Reading Coach	GWM/Reading Coach	08/16/2010
Jones, Marshall	CPA/Custodian	Transportation/Custodian	08/02/2010
Kelly, Brenda	SSES/Teacher	WGHS/Teacher	08/16/2010
Monroe, Lisa	CPA/Custodial Asst	WGHS/Custodial Asst	08/02/2010
McCloud, Estella	SSES/Custodial Asst	GEMS/Custodial Asst	08/02/2010
Rollinson, Latonya	HES/Teacher	SJES/Reading Coach	08/16/2010

Retirement

Name	Location	Position	Effective Date
House, Arduster	Warehouse	Warehouse Forman	07/30/2010

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7a

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEMS: Budget Amendment Number Forty-Three

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

To adjust budgeted appropriations by object to meet actual expenditures.

FUND SOURCE: 433 (Other ARRA Stimulus) **Funds**

AMOUNT: $ 00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the Comptroller has signed the budget page.

Gadsden County School Board
433 (Other ARRA Stimulus) Fund Appropriations
Budget Amendment Number
Forty-Three

431 FUND FUNCTION/ OBJECT		BEGINNING BUDGET 6/30/2010	BUDGET AMENDMENT NUMBER FORTY-THREE	BUDGET BALANCE 6/30/2010
5500	300	$ 101,114.00	$ (89,576.00)	$ 11,538.00
Pre-	500	$ -	$ 36,800.38	$ 36,800.38
Kindergarten	700	$ -	$ 9,792.16	$ 9,792.16
FUNCTOTAL		**$ 101,114.00**	$ (42,983.46)	**$ 58,130.54**
6100 Pupil Personnel	300	$ 11,538.00	$ (1,999.79)	$ 9,538.21
FUNCTOTAL		**$ 11,538.00**	$ (1,999.79)	**$ 9,538.21**
6300 Instructional/ Curriculum Dev	300	$ -	$ 7,749.00	$ 7,749.00
FUNCTOTAL		**$ -**	$ 7,749.00	**$ 7,749.00**
6400	300	$ 15,085.00	$ (6,030.92)	$ 9,054.08
Instructional	700	$ -	$ 12,124.33	$ 12,124.33
Staff Training				
FUNCTOTAL		**$ 15,085.00**	$ 6,093.41	**$ 21,178.41**
7200 General Administration	700	$ 5,253.00	$ 672.26	$ 5,925.26
FUNCTOTAL		**$ 5,253.00**	$ 672.26	**$ 5,925.26**
7400 Facilities Acq & Construction	600	$ -	$ 30,468.58	$ 30,468.58
FUNCTOTAL		**$ -**	$ 30,468.58	**$ 30,468.58**
7600 Food Service	600	$ 66,855.16	$ -	$ 66,855.16
FUNCTOTAL		**$ 66,855.16**	$ -	**$ 66,855.16**
GRANDTOTAL		**$ 199,845.16**	**$ -**	**$ 199,845.16**

Gadsden County School Board
433 (Other ARRA Stimulus) Fund Estimated Revenue
Budget Amendment Number
Forty-Three

433 REVENUE OBJECT	ESTIMATED REVENUE 6/30/10	BUDGET AMENDMENT NUMBER FORTY-THREE	ENDING ESTIMATED 6/30/2010
199	$ 132,990.00	$ -	$ 132,990.00
269	$ 66,855.16	$ -	$ 66,855.16
GRAND TOTAL	**$ 199,845.16**	**$ -**	**$ 199,845.16**

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7b

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEMS: Budget Amendment Number Forty-Four

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

To move budget by function and object to meet actual expenditures. Reduced budget for Title I ARRA and Pre-K ARRA to match grant award.

FUND SOURCE: 432 (Targeted ARRA Stimulus Funds

AMOUNT: $ -123,385.67

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ **Number of ORIGINAL SIGNATURES NEEDED by preparer.**

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the Comptroller has signed the budget page.

Gadsden County School Board
432 (Targeted ARRA Stimulus) Fund Appropriations
Budget Amendment Number
Forty-Four

432 FUND FUNCTION/ OBJECT			BEGINNING BUDGET 6/30/2010		BUDGET AMENDMENT NUMBER FORTY-FOUR		BUDGET BALANCE 6/30/2010
5100	100	$	765,357.22	$	65,323.28	$	830,680.50
K-12 Instructional	200	$	178,631.97	$	4,848.44	$	183,480.41
	300	$	488,946.60	$	(5,508.36)	$	483,438.24
	500	$	101,274.33	$	8,404.42	$	109,678.75
	600	$	21,565.00	$	6,637.54	$	28,202.54
	700	$	40,000.00	$	-	$	40,000.00
FUNCTOTAL		**$**	**1,595,775.12**	$	79,705.32	**$**	**1,675,480.44**
5200	100	$	146,027.51	$	(4,415.55)	$	141,611.96
Exceptional	200	$	33,666.12	$	4,187.04	$	37,853.16
Instruction	300	$	-	$	7,205.87	$	7,205.87
	500	$	360,457.56	$	(7,659.42)	$	352,798.14
	600	$	107,768.00	$	385.69	$	108,153.69
	700	$	-	$	-	$	-
FUNCTOTAL		**$**	**647,919.19**	$	(296.37)	**$**	**647,622.82**
5500	100	$	27,890.50	$	(3,216.80)	$	24,673.70
Pre-K	200	$	9,500.50	$	(1,286.50)	$	8,214.00
	300	$	7,000.00	$	(6,902.54)	$	97.46
	500	$	-	$	1,328.38	$	1,328.38
FUNCTOTAL		**$**	**44,391.00**	$	(10,077.46)	**$**	**34,313.54**
6100	100	$	408,947.00	$	4,679.49	$	413,626.49
Pupil	200	$	175,263.70	$	1,560.87	$	176,824.57
Personnel	300	$	27,879.43	$	(8,809.75)	$	19,069.68
Services	500	$	29,260.25	$	(5,400.83)	$	23,859.42
	600	$	-		#VALUE!		
	700	$	2,360.25	$	-	$	2,360.25
FUNCTOTAL		**$**	**643,710.63**	$	(7,970.22)	**$**	**635,740.41**
6200	100	$	-	$	-	$	-
Instructional	200	$	-	$	-	$	-
Media	300	$	-	$	5,000.00	$	5,000.00
Service	500	$	-	$	594.61	$	594.61
	600	$	72,500.00	$	7,129.41	$	79,629.41
	700	$	-	$	-	$	-
6200 FUNCTOTAL		**$**	**72,500.00**	$	12,724.02	**$**	**85,224.02**

Gadsden County School Board
432 (Targeted ARRA Stimulus) Fund Appropriations
Budget Amendment Number
Forty-Four

6300	**100**	$	-	$	44,898.00	$	44,898.00
Instructioanl	**200**	$	-	$	12,004.93	$	12,004.93
Curriculum Dev.	**300**	$	23,300.00	$	-	$	23,300.00
	500	$	476.40	$	-	$	476.40
	600	$	13,500.00	$	(8,275.66)	$	5,224.34
	700	$	-	$	-	$	-
FUNCTOTAL		**$**	**37,276.40**	$	48,627.27	**$**	**85,903.67**
6400	**100**	$	425,517.43	$	(154,187.51)	$	271,329.92
Instructional	**200**	$	89,441.55	$	(56,386.51)	$	33,055.04
Staff Training	**300**	$	48,756.64	$	(807.13)	$	47,949.51
	500	$	3,000.00	$	8,895.25	$	11,895.25
	600	$	-	$	-	$	-
	700	$	2,100.00	$	1,605.58	$	3,705.58
FUNCTOTAL		**$**	**568,815.62**	$	(200,880.32)	**$**	**367,935.30**
7200	**100**	$	-	$	-	$	-
General Admin.	**200**	$	-	$	-	$	-
	300	$	22,000.00	$	-	$	22,000.00
	500	$	-	$	-	$	-
	600	$	-	$	-	$	-
	700	$	108,331.58	$	126.09	$	108,457.67
FUNCTOTAL		**$**	**130,331.58**	$	126.09	**$**	**130,457.67**
7700	**100**	$	36,000.00	$	(36,000.00)	$	-
Central Services	**200**	$	9,669.00	$	(9,669.00)	$	-
	300	**$**	**-**	$	325.00	**$**	**325.00**
FUNCTOTAL		**$**	**45,669.00**	$	(45,344.00)	**$**	**325.00**
7800	**100**	$	2,016.00	$	-	$	2,016.00
Transportation	**200**	$	200.00	$	-	$	200.00
	300	$	-	$	-	$	-
	400	$	4,200.00	$	-	$	4,200.00
	500	$	-	$	-	$	-
	600	$	200,000.00	$	2,871.00	$	202,871.00
	700	$	30,000.00	$	(2,871.00)	$	27,129.00
FUNCTOTAL		**$**	**236,416.00**	$	-	**$**	**236,416.00**
GRANDTOTAL		**$**	**4,022,804.54**	**$**	**(123,385.67)**	**$**	**3,899,418.87**

Gadsden County School Board
432 (Targeted ARRA Stimulus) Fund Estimated Revenue
Budget Amendment Number
Forty-Four

432 REVENUE OBJECT	ESTIMATED REVENUE 6/30/10	BUDGET AMENDMENT NUMBER FORTY-FOUR	ENDING ESTIMATED 6/30/2010
230	$ 1,362,215.56	$ -	$ 1,362,215.56
240	$ 2,527,296.00	$ (123,385.67)	$ 2,403,910.33
290	$ -	$ -	$ -
299	$ 133,292.98	$ -	$ 133,292.98
GRAND TOTAL	**$ 4,022,804.54**	**$ (123,385.67)**	**$ 3,899,418.87**

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7c

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEMS: Budget Amendment Number Forty-Five

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

To move budget by function and object to meet actual expenditures.

FUND SOURCE: 420 (Federal) Funds

AMOUNT: $ .00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ **Number of ORIGINAL SIGNATURES NEEDED by preparer.**

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the Comptroller has signed the budget page.

Gadsden County School Board
420 (Federal) Fund Estimated Revenue
Budget Amendment Number Forty-Five

FUND 420 REVENUE OBJECT	ESTIMATED REVENUE 6/30/2010	BUDGET AMENDMENT NUMBER FORTY-FIVE	ENDING ESTIMATED REVENUE 6/30/2010
190	$ -	$ -	$ -
191	$ -	$ -	$ -
199	$ 2,993,089.38	$ -	$ 2,993,089.38
201	$ 237,047.32	$ -	$ 237,047.32
226	$ 670,364.03	$ -	$ 670,364.03
227	$ 40,240.00	$ -	$ 40,240.00
230	$ 2,344,452.41	$ -	$ 2,344,452.41
240	$ 4,896,859.87	$ -	$ 4,896,859.87
251	$ 54,960.00	$ -	$ 54,960.00
270	$ -	$ -	$ -
290	$ 973,097.08	$ -	$ 973,097.08
299	$ 75,000.00	$ -	$ 75,000.00
TOTALS	**$ 12,285,110.09**	**$ -**	**$ 12,285,110.09**

Gadsden County School Board
420 (Federal) Fund Appropriations
Budget Amendment Number Forty-Five

420 FUND FUNCTION/ OBJECT		BUDGET BALANCE 6/30/2010	BUDGET AMENDMENT NUMBER FORTY-FIVE	BUDGET BALANCE 6/30/2010
5100	100	$ 1,121,042.96	$ (2,660.88)	$ 1,118,382.08
	200	$ 345,650.84	$ (1,119.20)	$ 344,531.64
	300	$ 1,103,579.03	$ 1,855.35	$ 1,105,434.38
	500	$ 410,758.19	$ -	$ 410,758.19
	600	$ 466,056.20	$ -	$ 466,056.20
	700	$ 38,153.00	$ -	$ 38,153.00
FUNCTOTAL		**$ 3,485,240.22**	$ (1,924.73)	**$ 3,483,315.49**
5200	100	$ 576,588.58	$ 1,560.85	$ 578,149.43
	200	$ 217,298.55	$ 280.63	$ 217,579.18
	300	$ 207,719.43	$ -	$ 207,719.43
	500	$ 37,232.92	$ -	$ 37,232.92
	600	$ 53,337.62	$ -	$ 53,337.62
	700	$ 3,531.44	$ -	$ 3,531.44
FUNCTOTAL		**$ 1,095,708.54**	$ 1,841.48	**$ 1,097,550.02**
5300	100	$ 30,575.00	$ -	$ 30,575.00
	200	$ 9,110.63	$ -	$ 9,110.63
	300	$ 14,904.61	$ -	$ 14,904.61
	500	$ 64,728.00	$ -	$ 64,728.00
	600	$ 38,960.39	$ -	$ 38,960.39
	700	$ 20,463.96	$ -	$ 20,463.96
FUNCTOTAL		**$ 178,742.59**	$ -	**$ 178,742.59**
5400	100	$ 38,560.00	$ -	$ 38,560.00
	200	$ 8,354.30	$ -	$ 8,354.30
	300	$ 10,314.70	$ -	$ 10,314.70
	500	$ 15,483.00	$ -	$ 15,483.00
	600	$ 20,580.00	$ -	$ 20,580.00
	700	$ -	$ -	$ -
FUNCTOTAL		**$ 93,292.00**	$ -	**$ 93,292.00**
5500	100	$ 1,224,132.07	$ -	$ 1,224,132.07
	200	$ 326,185.03	$ -	$ 326,185.03
	300	$ 433,271.18	$ -	$ 433,271.18
	500	$ 65,110.31	$ -	$ 65,110.31
	600	$ 30,351.21	$ -	$ 30,351.21
	700	$ 2,203.76	$ -	$ 2,203.76
FUNCTOTAL		**$ 2,081,253.56**	$ -	**$ 2,081,253.56**

Gadsden County School Board
420 (Federal) Fund Appropriations
Budget Amendment Number Forty-Five

6100	**100**	$	678,185.03	$	(62,500.00)	$	615,685.03
	200	$	219,658.92	$	(15,332.74)	$	204,326.18
	300	$	280,364.09	$	-	$	280,364.09
	500	$	39,020.36	$	-	$	39,020.36
	600	$	2,559.92	$	-	$	2,559.92
	700	$	4,878.97	$	-	$	4,878.97
	900	$	-	$	-	$	-
FUNCTOTAL		**$**	**1,224,667.29**	$	(77,832.74)	**$**	**1,146,834.55**
6200	**100**	$	-	$	-	$	-
	200	$	-	$	-	$	-
	300	$	44,075.90	$	-	$	44,075.90
	500	$	-	$	-	$	-
	600	$	10,120.33	$	-	$	10,120.33
	700	$	-	$	-	$	-
FUNCTOTAL		**$**	**54,196.23**	$	-	**$**	**54,196.23**
6300	**100**	$	1,037,745.32	$	-	$	1,037,745.32
	200	$	370,745.29	$	-	$	370,745.29
	300	$	188,170.41	$	-	$	188,170.41
	500	$	39,423.40	$	-	$	39,423.40
	600	$	30,746.55	$	-	$	30,746.55
	700	$	4,525.00	$	-	$	4,525.00
FUNCTOTAL		**$**	**1,671,355.97**	$	-	**$**	**1,671,355.97**
6400	**100**	$	460,490.13	$	(2,340.13)	$	458,150.00
	200	$	87,514.11	$	2,340.13	$	89,854.24
	300	$	548,490.21	$	-	$	548,490.21
	400	$	-	$	-	$	-
	500	$	77,459.70	$	-	$	77,459.70
	600	$	2,405.99	$	-	$	2,405.99
	700	$	44,488.80	$	-	$	44,488.80
FUNCTOTAL		**$**	**1,220,848.94**	$	-	**$**	**1,220,848.94**
6500	**100**	$	15,000.00	$	-	$	15,000.00
	200	$	5,600.00	$	-	$	5,600.00
	300	$	-	$	-	$	-
	500	$	-	$	-	$	-
	700	$	-	$	-	$	-
FUNCTOTAL		**$**	**20,600.00**	$	-	**$**	**20,600.00**

Gadsden County School Board
420 (Federal) Fund Appropriations
Budget Amendment Number Forty-Five

7100	**300**	$	412.37	$	-	$	412.37
FUNCTOTAL		**$**	**412.37**	$	-	**$**	**412.37**
7200	**100**	$	19,208.25	$	-	$	19,208.25
	200	$	5,565.55	$	-	$	5,565.55
	300			$	-		
	500	$	-	$	-	$	-
	600	$	-	$	-	$	-
	700	$	401,521.19	$	-	$	401,521.19
FUNCTOTAL		**$**	**426,294.99**	$	-	**$**	**426,294.99**
7300	**100**	$	24,121.79	$	-	$	24,121.79
	200	$	7,931.34	$	-	$	7,931.34
	300	$	523.00	$	-	$	523.00
	500	$	3,587.60	$	-	$	3,587.60
	600	$	-	$	-	$	-
	700	$	-	$	-	$	-
FUNCTOTAL 7300		**$**	**36,163.73**	$	-	**$**	**36,163.73**
7500	**100**	$	-	$	-	$	-
	200	$	-	$	-	$	-
FUNCTOTAL 7500		**$**	**-**	$	-	**$**	**-**
7600	**100**	$	-	$	-	$	-
	200	$	-	$	-	$	-
	300	$	-	$	-	$	-
FUNCTOTAL		**$**	**-**	$	-	**$**	**-**
7700	**100**	$	-	$	62,164.70	$	62,164.70
	200	$	-	$	15,668.04	$	15,668.04
	300	$	-	$	-	$	-
	400	$	-	$	-	$	-
	500	$	3,657.92	$	-	$	3,657.92
	600	$	10,000.00	$	-	$	10,000.00
	700	$	-	$	-	$	-
FUNCTOTAL		**$**	**13,657.92**	$	77,832.74	**$**	**91,490.66**
7800	**100**	$	208,903.38	$	9.53	$	208,912.91
	200	$	63,102.14	$	10.72	$	63,112.86
	300	$	102,060.00	$	63.00	$	102,123.00
	400	$	85,897.00	$	-	$	85,897.00
	500	$	-	$	-	$	-
	600	$	75,000.00	$	-	$	75,000.00

Gadsden County School Board
420 (Federal) Fund Appropriations
Budget Amendment Number Forty-Five

FUNCTOTAL		**$**	**534,962.52**	$	83.25	**$**	**535,045.77**
7900	**100**	$	17,473.79	$	-	$	17,473.79
	200	$	14,516.96	$	-	$	14,516.96
	300	$	34,628.11	$	-	$	34,628.11
	400	$	3,478.28	$	-	$	3,478.28
	500	$	5,886.46	$	-	$	5,886.46
	600	$	3,339.00	$	-	$	3,339.00
FUNCTOTAL		**$**	**79,322.60**	$	-	**$**	**79,322.60**
8100	**100**	$	-	$	-	$	-
	200	$	-	$	-	$	-
	300	$	2,800.00	$	-	$	2,800.00
	600	$	-	$	-	$	-
FUNCTOTAL		**$**	**2,800.00**	$	-	**$**	**2,800.00**
8200	**100**	$	33,237.82	$	-	$	33,237.82
	200	$	12,471.00	$	-	$	12,471.00
FUNCTOTAL		**$**	**45,708.82**	$	-	**$**	**45,708.82**
9100	**100**	$	28,046.22	$	-	$	28,046.22
	200	$	7,454.57			$	7,454.57
	300	$	-	$	-	$	-
	400	$	-	$	-	$	-
	500	$	-	$	-	$	-
	600	$	-	$	-	$	-
	700	$	-	$	-	$	-
FUNCTOTAL		**$**	**35,500.79**	$	-	**$**	**35,500.79**
9200	**300**	$	-	$	-	$	-
FUNCTOTAL		**$**	**-**	$	-	**$**	**-**
9700	**500**	$	-	$	-	$	-
FUNCTOTAL		**$**	**-**	$	-	**$**	**-**
GRANDTOTAL		**$**	**12,300,729.08**	**$**	**(0.00)**	**$**	**12,300,729.08**

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7d

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEMS: Resolution for Banking Services with Capital City Bank

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the attached Company Resolution with Capital City Bank for Fiscal Year 2010-2011.

FUND SOURCE: Not Applicable

AMOUNT: Not Applicable

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

COMPANY RESOLUTION
OF
The School Board of Gadsden County
("Company")

Each of the undersigned representatives of the Company certify:

1. The Company is Education (type of entity) which is duly organized, validly existing, and in good standing under the laws of the State of Florida. The Company's name as indicated on the public record of the Company's jurisdiction of organization is The School Board of Gadsden County

2. The Company's Federal Employer I.D. Number is 59-6000615.

3. The Company's principal place of business is 35 M.L. King, Jr. Blvd., Quincy, FL32351

4. The Company's mailing address is 35 M.L.King.,Jr. Blvd., Quincy, FL 32351

5. A properly called and noticed meeting of the School Board (name of governing body) was held on August 26, 2010, at which a quorum was present and acting throughout, and the resolutions set forth below were adopted and remain in full force and effect:

   RESOLVED, that the Company is authorized to enter into the Capital City Bank Online Agreement and Disclosure for Treasury Management Clients (**"Agreement"**), together with all other agreements and instruments described in or contemplated by the Agreement (collectively **"Treasury Management Documents"**); and

   FURTHER RESOLVED, that the individual(s) listed below is/are authorized and directed, acting singly or together, to execute and deliver the Treasury Management Documents to Capital City Bank (**"Bank"**), to designate the system administrator(s) identified below, to subsequently change those person(s) who is/are designated as system administrator(s) without the need for any further Company resolution, and to take all action and execute all documents as necessary or desirable in connection with the Treasury Management Documents:

   1. Bonnie Wood — Title: Asst.Supt. for Business & Finance
   2. Melanie King — Title: Asst. Comptroller
   3. Diana Engling — Title: Cash Manager

FURTHER RESOLVED, that the individual(s) listed below is/are appointed as the Company's **"System Administrator"** and is/are further authorized and directed, acting singly or together, to do all acts required or permitted of a "System Administrator" by the Agreement:

1. Bonnie Wood
2. _____

FURTHER RESOLVED, the Company ratifies, approves, and confirms all transactions, designations, and actions under any previous agreement with Bank for treasury management services prior to the adoption of these resolutions.

FURTHER RESOLVED, these resolutions shall continue in full force and effect, and Bank may rely upon these resolutions, until: (1) written notice of any revocation, modification, or replacement of a resolution is received by Bank and (2) Bank provides written acknowledgement that Bank has received such revocation, modification, or replacement. Any revocation, modification, or replacement of a resolution must be accompanied by documents, satisfactory to Bank, establishing the authority for the changes.

The actions taken, and powers and authority conferred, by the above described Resolutions are consistent with the Company's governing documents and do not require any further action or approval by any individual(s).

IN WITNESS WHEREOF, we execute this Certificate of Company Resolution on the ___day of _____, 20___.

Name: Isaac Simmons	Name: Reginald C. James
Title: Board Chairman	Title: Superintendent of Schools

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7e

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEMS: Crossroad Academy Audited Financial Reports 2009-2010

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

In accordance with Florida Statutes, charter schools are required to provide the Sponsor financial statements. The 2009-2010 audited Balance Sheet and Profit & Loss Statements for the Crossroad Academy Charter School are attached.

PREPARED BY: **Bonnie Wood**

POSITION: **Assistant Superintendent for Business Services**

CROSSROAD ACADEMY CHARTER SCHOOL
Balance Sheet
As of June 30, 2010

	Jun 30, 10
ASSETS	
Current Assets	
Checking/Savings	
1113 · New Facility - CD CCBG	260,995.05
1115 · Construction Loan-Premier Bank	9,834.02
1116 · Premier - Revenue Op Acct	
1117 · Cheerleaders - Restricted	3,754.30
1118 · PTO - Restricted	7,305.34
1119 · FBLA - Restricted	3,958.85
1120 · Classic Modeling - Restricted	2,566.95
1121 · Athletics - Restricted	1,381.77
1122 · Hospitality - Restricted	522.58
1123 · Inez M. Holt Library-Restricted	1,250.00
1116 · Premier - Revenue Op Acct - Ot...	1,340,751.85
Total 1116 · Premier - Revenue Op Acct	1,361,491.64
1124 · Premier - Debt Service Acct	147,600.00
1125 · Premier - Reserve Account	3,000.00
Total Checking/Savings	1,782,920.71
Other Current Assets	
1140 · Due from Hartsfield Constructio	11,154.00
1142 · Due from CEDO	409.16
1144 · Due from Omega Villas	777.40
1145 · Due from VV	519.63
1146 · Due from TOA	1,050.69
1220 · GCSB Receivable-Cap Outlay	143,460.00
1226 · Performance Pay Receivable	12,466.00
1230 · Prepaid Insurance	23,047.01
Total Other Current Assets	192,883.89
Total Current Assets	1,975,804.60
Fixed Assets	
1310 · Land	207,584.70
1320 · Building Improvements	9,075.00
1330 · School and Improvements	2,615,111.85
1339 · Accumulated Depreciation	-250,132.74
1340 · Computers & Equipments	164,590.77
1341 · Furniture and Equipment	46,693.00
1350 · Automobile/van	12,837.00
1360 · CIP - New School	380,318.06
Total Fixed Assets	3,186,077.64
TOTAL ASSETS	**5,161,882.24**

CROSSROAD ACADEMY CHARTER SCHOOL
Balance Sheet
As of June 30, 2010

	Jun 30, 10
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2112 · Accured Profit Sharing	161,775.00
2113 · Payroll Liabilities	1,151.96
2114 · Accured Payroll	48,538.99
2115 · Unemployment Payable	8,508.06
2116 · Child Support	427.34
2120 · Accounts Payables	36,343.61
2140 · Construction Payable	20,800.00
2150 · Retainage Payable	31,077.30
2201 · Parent Teach. Org. Account	7,305.34
2202 · CACS Cheerleaders	3,754.30
2203 · FBLA (Future Bus. Leader)	3,958.85
2205 · Classic Modeling Company	2,566.95
2206 · CACS Athletic Department	1,381.77
2207 · Staff Hospitality	522.58
2208 · Inez M. Holt Library/Media Cent	1,250.00
Total Other Current Liabilities	329,362.05
Total Current Liabilities	329,362.05
Long Term Liabilities	
2310 · RD Loan	2,304,493.14
Total Long Term Liabilities	2,304,493.14
Total Liabilities	2,633,855.19
Equity	
2760 · Retained Earnings	1,584,757.00
Net Income	943,270.05
Total Equity	2,528,027.05
TOTAL LIABILITIES & EQUITY	**5,161,882.24**

CROSSROAD ACADEMY CHARTER SCHOOL
Profit & Loss
July 2009 through June 2010

	Jul '09 - Jun 10
Income	
3240 · Elem&Secondary /Title 1	55,591.48
3310 · FEFP Program	1,642,747.00
3334 · State Teacher Lead Program	3,033.90
3361 · School Recognition Funds	17,126.00
3397 · Capital Outlay	682,994.15
3399 · Other Misc. State Revenue	12,466.00
3400 · Other Income/Employees	0.00
3431 · Interest Income	10,995.05
3440 · Other income/donations	710.00
3472 · PreK-Early Intervention Fees	124,404.83
3490 · Miscellaneous Sources	
3495-2 · Student Activity Fund	830.08
3495-3 · Student Books/Planners	0.00
Total 3490 · Miscellaneous Sources	830.08
Total Income	2,550,898.49
Gross Profit	2,550,898.49
Expense	
5100-11 · PreK Expenses	
5100-1 · Other Admin Expense pk	40.00
5100-2 · Internet services	343.59
5100-11 · PreK Expenses - Other	36,640.16
Total 5100-11 · PreK Expenses	37,023.75
5100-12 · Basic Fte/Clsrm Teachr	546,381.50
5100-13 · Classroom Paraprofessi	65,474.26
5100-14 · Substitute Teachers	1,200.00
5100-23 · EE' Group Insurance	114,355.50
5100-24 · Worker's Compensation	6,271.93
5100-25 · Unemployment Comp	11,319.39
5100-29 · Other Emp Benefits	20,196.00
5100-31 · Prof Consultants	1,000.00
5100-51 · Basic Fte/Supplies	6,933.48
5100-52 · Basic Fte/Textbooks	25,017.65
5100-53 · Basic Fte/Publications	162.59
5100-59 · Misc. Student Activity	5,672.01
6200-31 · Instructional Media	2,278.10
6200-35 · Copier Service Costs	2,944.97
6200-39 · Printing cost	306.25
6300-33 · Travel/Training	1,034.49
6300-51 · Supplies/Curriculum	122.49
6400-12 · Training - Teachers	150.00
6400-17 · Training - board	3,202.91
7100-21 · Retirement Benefits	161,775.00
7100-31 · Proessional Services	7,500.00
7100-51 · Board Supplies	1,137.95

CROSSROAD ACADEMY CHARTER SCHOOL
Profit & Loss
July 2009 through June 2010

	Jul '09 - Jun 10
7100-59 · Other Material and Supplies	241.67
7200-11 · Administration	76,650.00
7200-52 · Legal Publications	23.88
7300-11 · Salary-Schol Principal	61,500.00
7300-16 · Clerical Staff	
7300-1 · Salary - Receptionist	37,111.14
7300-2 · Office Manager	30,999.92
Total 7300-16 · Clerical Staff	68,111.06
7300-22 · FICA Contributions(Co)	82,328.61
7300-51 · Supplies	7,533.34
7300-52 · Publications	495.41
7300-73 · Membership Fees	1,210.00
7400-31 · Facilities	4,056.56
7400-51 · Maintenance Supplies	592.84
7400-63 · Portable Rental	2,965.10
7500-16 · Fiscal Services	28.75
7500-31 · Bookkeeping Services	3,183.33
7500-73 · Bank Charges/Operating Fees	6,092.49
7600 · Food Services	
7600-16 · Personnel	34,883.69
7600-51 · Supplies	1,466.48
7600-64 · Equipment	187.80
7600-66 · Vehicle	30.35
7600-73 · Dues and Fees	170.00
Total 7600 · Food Services	36,738.32
7720-30 · Advertisement/Postage	790.54
7790-12 · Employ/Fingerprint/Backgro...	286.25
7790-59 · Other Materials/Sup	1,215.36
7800-32 · Automobile Insurance	1,684.93
7800-65 · Transportation	38,340.00
7900-16 · Janitorial/Custodial	19,989.52
7900-32 · Property Insurance	8,097.21
7900-35 · Maintenance	1,401.00
7900-36 · Rental Equipment	1,412.16
7900-37 · Telephone/internet service	9,628.42
7900-38 · Garbage collection	1,382.55
7900-39 · Other Facilities Svcs	2,009.24
7900-40 · Gargbage Collections	2,487.36
7900-43 · Elect/Energy Service	12,586.40
7900-51 · Janitorial/Maintenance Suppl...	4,107.08
8100-35 · Repairs & Maintenance	10,590.68
8100-60 · Capitalized Furn/Fix/E	0.00
8100-61 · Noncap Furn/Equip	9,266.00

CROSSROAD ACADEMY CHARTER SCHOOL
Profit & Loss
July 2009 through June 2010

	Jul '09 - Jun 10
8100-78 · Depreciation Exp	54,649.02
9200-72 · Interest	54,493.14
Total Expense	1,607,628.44
Net Income	**943,270.05**

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 7f

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEMS: Crossroad Academy Financial Reports for July, 2010

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

In accordance with Florida Statutes, charter schools are required to provide the Sponsor financial statements. The July, 2010 Balance Sheet and Profit & Loss Statements for the Crossroad Academy Charter School are attached.

PREPARED BY: **Bonnie Wood**

POSITION: **Assistant Superintendent for Business Services**

CROSSROAD ACADEMY CHARTER SCHOOL
Profit & Loss
July 1 - 30, 2010

	Jul 1 - 30, 10
Income	
3210 · Other Revenues	5,284.50
Total Income	5,284.50
Gross Profit	5,284.50
Expense	
5100-11 · PreK Expenses	
5100-2 · Internet services	89.95
5100-11 · PreK Expenses - Other	2,916.68
Total 5100-11 · PreK Expenses	3,006.63
5100-12 · Basic Fte/Clsrm Teachr	36,402.11
5100-13 · Classroom Paraprofessi	4,375.00
5100-25 · Unemployment Comp	67.08
5100-52 · Basic Fte/Textbooks	3,006.27
6200-35 · Copier Service Costs	260.00
6400-12 · Training - Teachers	1,580.48
7100-16 · Other Support Personnel	2,500.00
7200-11 · Administration	6,250.00
7300-11 · Salary-Schol Principal	5,083.34
7300-16 · Clerical Staff	
7300-1 · Salary - Receptionist	3,300.00
7300-2 · Office Manager	2,583.34
Total 7300-16 · Clerical Staff	5,883.34
7300-22 · FICA Contributions(Co)	4,910.57
7300-73 · Membership Fees	960.00
7400-31 · Facilities	75.00
7500-31 · Bookkeeping Services	155.00
7600 · Food Services	
7600-16 · Personnel	1,344.09
7600-51 · Supplies	20.00
Total 7600 · Food Services	1,364.09
7720-30 · Advertisement/Postage	618.99
7790-59 · Other Materials/Sup	542.32
7900-16 · Janitorial/Custodial	1,729.16
7900-35 · Maintenance	800.00
7900-37 · Telephone/internet service	757.39
7900-38 · Garbage collection	124.95
7900-39 · Other Facilities Svcs	2,631.86
7900-43 · Elect/Energy Service	385.15
8100-35 · Repairs & Maintenance	1,355.66
Total Expense	84,824.39
Net Income	**-79,539.89**

CROSSROAD ACADEMY CHARTER SCHOOL
Balance Sheet
As of July 30, 2010

	Jul 30, 10
ASSETS	
Current Assets	
Checking/Savings	
1113 · New Facility - CD CCBG	260,995.05
1115 · Construction Loan-Premier Bank	9,834.02
1116 · Premier - Revenue Op Acct	
1117 · Cheerleaders - Restricted	3,754.30
1118 · PTO - Restricted	7,305.34
1119 · FBLA - Restricted	3,958.85
1120 · Classic Modeling - Restricted	1,991.95
1121 · Athletics - Restricted	1,381.77
1122 · Hospitality - Restricted	522.58
1123 · Inez M. Holt Library-Restricted	1,250.00
1116 · Premier - Revenue Op Acct - Other	1,129,138.68
Total 1116 · Premier - Revenue Op Acct	1,149,303.47
1124 · Premier - Debt Service Acct	147,600.00
1125 · Premier - Reserve Account	3,000.00
Total Checking/Savings	1,570,732.54
Other Current Assets	
1140 · Due from Hartsfield Constructio	11,154.00
1220 · GCSB Receivable-Cap Outlay	143,460.00
1226 · Performance Pay Receivable	12,466.00
1230 · Prepaid Insurance	31,230.21
Total Other Current Assets	198,310.21
Total Current Assets	1,769,042.75
Fixed Assets	
1310 · Land	207,584.70
1340 · Computers & Equipments	164,590.77
1341 · Furniture and Equipment	46,693.00
1342 · School and Improvements	2,615,111.85
1344 · CIP - New School	458,022.69
1345 · Building Improvements	9,075.00
1346 · Automobile/van	12,837.00
1349 · Accumulated Depreciation	-250,132.74
Total Fixed Assets	3,263,782.27
TOTAL ASSETS	**5,032,825.02**

CROSSROAD ACADEMY CHARTER SCHOOL
Balance Sheet
As of July 30, 2010

	Jul 30, 10
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
2112 · Accured Profit Sharing	161,775.00
2114 · Accured Payroll	66,440.31
2120 · Accounts Payables	15,211.00
2122 · Retainage Payable	31,077.30
2850 · Payroll Liabilities	904.01
2851 · Fica & Fed W/H	872.54
2852 · Child Support	1,234.01
2854 · Unemployment Payable	67.08
2855 · Parent Teach. Org. Account	7,305.34
2856 · CACS Cheerleaders	3,754.30
2857 · FBLA (Future Bus. Leader)	3,958.85
2859 · Classic Modeling Company	1,991.95
2860 · CACS Athletic Department	1,381.77
2870 · Staff Hospitality	522.58
2871 · Inez M. Holt Library/Media Cent	1,250.00
Total Other Current Liabilities	297,746.04
Total Current Liabilities	297,746.04
Long Term Liabilities	
2900 · RD Loan	2,304,493.14
Total Long Term Liabilities	2,304,493.14
Total Liabilities	2,602,239.18
Equity	
2999 · Retained Earnings	2,510,125.73
Net Income	-79,539.89
Total Equity	2,430,585.84
TOTAL LIABILITIES & EQUITY	**5,032,825.02**

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEM: Memorandum of Understanding Between Gadsden County School Board and Florida Therapy Services

DIVISION: EXCEPTIONAL STUDENT EDUCATION

NO This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM :(Type and Double Space)

A memorandum of understanding that allows Florida Therapy Services to provide counseling services to qualified students throughout the school district.

SOURCE: Medicaid billing by Florida Therapy Services

AMOUNT: Based on services provided to students

PREPARED BY: Wilma Jackson

POSITION: Director of Exceptional Student Education

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

2 Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

SCHOOL BOARD ATTORNEY: page(s) numbered _____

This form is to be duplicated on light blue paper.

PROOF READ BY: Margaret D. Bronson

MEMORANDUM OF UNDERSTANDING
Between
GADSDEN COUNTY SCHOOL BOARD
And
FLORIDA THERAPY SERVICES

Provider Contact Information:
Rollin cable, Chief Executive Officer
Sandra Lee, Executive Director
Florida Therapy Services
648 Florida Ave
Panama City, FL 32401
Phone: (850) 769-6001
E-Mail: sandy@flatherapy.com

This Memorandum of Understanding is made and entered into by and between Gadsden County School Board and Florida therapy Services. The two parties agree to work together to implement coordinated services within Gadsden County School System for children and families in need of counseling and social services who meet established criteria.

Florida Therapy Services (FTS) agrees to:

1. Provide proof of a Release of Information and approval for FTS services to treat child that is signed by the parent or guardian indicating that FTS has the right to work with the student. This form will inform parents of the type of services that will be provided for their student.
2. Provide individual, group or family counseling for students who qualify for Medicaid services. Clinically appropriate services will take place on school campus and/or within the student's home.
3. Administer background checks on all Florida Therapy Service's employees assigned to provide services for Gadsden County School System students. The background check is to be submitted through the Florida Department of Law Enforcement. All background checks are to be based on fingerprint records. No employee shall provide any services on school campuses until the employee has received a clear background check.
4. Have all staff members check in with site personnel if services are held on school campus.
5. If necessary, notify designated staff of concerns related to the continuing care of each client, particularly when outside referrals to other agencies may be needed.
6. Meet regularly with site administrators to assess program and client needs.
7. Follow Gadsden County School District's adult dress code whenever on campus.

8. Agree to hold harmless, indemnify and protect Gadsden County School System from all charges and will incur all legal costs resulting from any misconduct of any Florida Therapy Service's employee or their agents.

Gadsden County School Board agrees to:

1. Assist in identifying and referring students in need of services.
2. Provide adequate and confidential office space for FTS counselor/therapist and/or a group room for scheduled activities.
3. Provide custodial services.
4. Provide a contact person at the school site to act as a liaison with Florida Therapy Services.
5. Include the Florida Therapy Services counselors/therapists in all appropriate trainings, meetings and school events as necessary.

Either party upon thirty days written notice to the other may cancel this agreement at any time. During the term of this agreement either party may request a review in writing to the other. A review meeting shall convene within thirty days and revision to the agreement shall be made with mutual consent.

This agreement is entered into as of the _____ day of _____, 20__ and between Gadsden County School Board and Florida Therapy Services.

Gadsden County School Board

By: _____

Title: _____

FLORIDA THERAPY SERVICES

By: _____
Rollin Cable
Florida Therapy Services
Title: Chief Executive Officer

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8b

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEMS: Contract for Uniformed Security Guards for 2010-2011

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the bid award for uniformed security guards at the District's secondary schools. The District issued a Request for Proposals and received three sealed bids. Barkley Security Agency, Inc. submitted all the required certifications and qualifications and also had the lowest bid of $11.60 per hour.

FUND SOURCE: **General Fund**

AMOUNT: **$11.60 per hour or approximately $183,744.00 (based on actual hours)**

PREPARED BY: **Bonnie Wood**

POSITION: **Assistant Superintendent for Business Services**

72 hrs
Fri 72 hr.

GADSDEN COUNTY SCHOOL DISTRICT
UNIFORMED SECURITY GUARDS BID OPENING
AUGUST 11, 2010

	D Date					
VENDOR	**#1**	**#2**	**#3**	**#4**	**#5**	**#6**
American Security Enterprise disq.	✓	No	No	No	No	No
Ambassador Security Svcs. valid	✓	✓	✓	✓	✓	✓
Barkley Security Agency Inc. valid	✓	✓	✓	✓	✓	✓

19.99/hr. per. 90 days
11.60/hr.

1) Due by Wednesday, August 11, 2010 by 1:00 p.m.
2) Minority/Non-Minority certification signed
3) Sworn Statement of Public Crimes signed
4) Proof of insurance
5) Proof of licensure to perform security guard services in the State of Florida
6) Reference letters

Opening Witnessed by: E Barkley Rosemary Banks Bonnie 2 Banks Shirley G. Banks

Bid Cost Sheet

First Year Contract Period	Bid
August, 2010 – June 2011	$ 11.60 Per Hour
Second Year Contract Period	
August 2011 - June 2012	$ 11.60 Per Hour
Third Year Contract Period	
August 2012 – June 2013	$ 11.60 Per Hour
First Year Renewal	
August 2013 – June 2014	$ 11.60 Per Hour
Second Year Renewal	
August 2014 – June 2015	$ 11.60 Per Hour

AMBASSADOR INVESTIGATION AND SECURITY, INC.
LICENSE NO. B 9700126
114 NORTH MADISON STREET
QUINCY, FL 32351-2411

Proposal

Proposal Date: 8/11/2010
Proposal #: 2010-203
Project:

Bill To:

c/o Office of the Superintendent
35 Martin Luther King Jr. Boulevard
Quincy,, FL 32351

Description	Est. Hours/Qty.	Rate	Total
Provide Security Guard Services to Schools at an hourly rate per Security Officer per RFP-1011-07-USGS.	1	19.99	19.99

This proposal is good for 90 days from the above date.

Total $19.99

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8c

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEMS: Contracted Services

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders:

Vendor	PO #	Amount	Fund
Bryant Painting	178439	$11,625.00	110
Southern Water Services	178547	$ 7,700.00	110
Grounds Maintenance Services	178763	$ 5,920.00	110
Grounds Maintenance Services	178762	$ 2,080.00	110

FUND SOURCE: General Fund

AMOUNT: $27,325.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE 07/01/10

PURCHASE ORDER NO. 178439

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR VB11880000

BRYANT PAINTING
P O BOX 295
QUINCY FL 32351

SHIP TO THIS ADDRESS

MAINTENANCE DEPARTMENT
805 SOUTH STEWART STREET
QUINCY FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
Wayne Shepard	Bonnie Cook	

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
1		BLANKET ORDER 7/01/10-6/30/11 PAINTING TO BE DONE DISTRICT WIDE.	~~10000.00~~ 11,625.00	~~10000.00~~ 11,625.00

PAY TERMS: NET 30

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2. **[ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.
3. Notice to Vendor/Contractor: By acceptance of the contract/order in excess of $10,000 and involving Federal Funds, the Vendor/Contractor agrees to comply with Title 34 Section 80.36 Code of Federal Regulations. Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement will be decided by the School Board of Gadsden County. In addition, the Vendor/Contractor agrees to comply with Florida Statute 257.36 regarding retention of records for 5 years. E

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR							FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
110	8100	350	9020	1109990		~~10000.00~~ 11,625.00	

ENCUMBRANCE

CONTRACTED SERVICE

Date and Number PO ONLY
For BOARD approval

DATE
07/01/10

...NTY

PURCHASE ORDER NO.
32351 178547

FL SALES TAX EXEMPTIC...

FEDERAL ID # 59-6000615

VENDOR VS15900000

SOUTHERN WATER SERVICES
1255 OLD PHILADELPHIA CH
QUINCY FL 32352

SHIP TO THIS ADDRESS

MAINTENANCE DEPARTMENT
805 SOUTH STEWART STREET
QUINCY FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
Wayne Shepard	Bonnie Ball	

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		BLANKET ORDER 7/1/10-6/30/11		
		MANDATORY WASTEWATER AND		
		PUBLIC DRINKING WATER		
		MONITORING/TESTING.		
12		559 GREENSBORO HWY.	250.00	3000.00
12		706 MLK JR., BLVD.	250.00	3000.00
12		62 LONNIE CLARK RD.	100.00	1200.00
2		4463 BAINBRIDGE HWY.	250.00	500.00

Best local vendor
Board apvd: _____

PAY TERMS: NET 30

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DISTRIBUTION TO BE COMPLETED BY ORIGINATOR

FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	FINANCE DEPT USE EXPENDITURE
110	8100	390	0141	1109990		3000.00	
110	8100	390	0171	1109990		3000.00	
110	8100	390	9001	1109990		1200.00	
110	8100	390	0191	1109990		500.00	
						7700.00	

ENCUMBRANCE

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE 07/01/10

PURCHASE ORDER NO. 178763

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR VG10860000

GROUNDS MAINTENANCE SERVICES
736 HAVANA HIGHWAY
QUINCY FL 32351

SHIP TO THIS ADDRESS

MAINTENANCE DEPARTMENT
805 SOUTH STEWART STREET
QUINCY FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
1		BLANKET ORDER 7/01/10-12/30/10 AGREEMENT TO MOW SPORTS FIELDS AT EAST GADSDEN HIGH. VENDOR HAS SPECIALIZED EQUIPMENT REQUIRED TO MAINTAIN SOD ON SPORTS FIELDS	5920.00	5920.00

PAY TERMS: NET 30

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
2. **[ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.
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DISTRIBUTION TO BE COMPLETED BY ORIGINATOR							FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
110	8100	350	0071	1104650		5920.00	

VENDOR

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE 07/01/10

PURCHASE ORDER NO. 178762

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR VG10860000

GROUNDS MAINTENANCE SERVICES
736 HAVANA HIGHWAY
QUINCY FL 32351

SHIP TO THIS ADDRESS

MAINTENANCE DEPARTMENT
805 SOUTH STEWART STREET
QUINCY FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
1		BLANKET ORDER 7/01/10-12/30/10 AGREEMENT TO MOW FOOTBALL FIELD AT WEST GADSDEN HIGH VENDOR HAS SPECIALIZED EQUIPMENT REQUIRED TO MAINTAIN SOD ON SPORT FIELD	2080.00	2080.00

PAY TERMS: NET 30

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
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E

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR							FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
110	8100	350	0051	1104650		2080.00	

VENDOR

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8d

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEMS: Contracted Services

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders:

Vendor	PO #	Amount	Fund
Applied Communication Technology	178606	$17,500.00	110
Applied Communication Technology	178607	$20,000.00	110
Applied Communication Technology	178771	$30,720.00	110
Intratech Alliance Corporation	178675	$94,080.00	110
Hayes E-Government Resources	178498	$ 7,576.40	110
Northwest Regional Data Center	178662	$10,000.00	110
Impulse Technology, Inc.	178801	$40,000.00	420
Crosspointe	178423	$41,525.00	110

FUND SOURCE: General Fund and Title I

AMOUNT: $261,401.40

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

DATE

THE SCHOOL BO...

URCHASE ORDER NO.

7/1/10

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORI...
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

178606

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR

Applied Communication Tech
24351 Lanier St
Tallahassee, FL 32310

SHIP TO THIS ADDRESS

Admin-W School Board Gadsden
35 Martin L King Jr Blvd
Quincy, FL 32351

PRINCIPAL / SUPERVISOR

Sonja Bridges

COMPTROLLER

SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
12		Local area network systems Maintenance (see attached contract) E-RATE 2010-2011 To be paid monthly Technology Plan Board approved 12/15/09 for 2010-2011	$1458.33/mo	$17500.00

PAY TERMS: NET 30

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
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DISTRIBUTION TO BE COMPLETED BY ORIGINATOR

FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	FINANCE DEPT USE EXPENDITURE
110	~~5100~~	310	9001	1104970	100	17500.00	
	6200						

DATE

THE SCHOOL BOARD OF GADSDEN COUNTY

PURCHASE ORDER NO.

7/1/10

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

178607

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR

Applied Communication Tech
24351 Lanier St.
Tallahassee, FL 32310

SHIP TO THIS ADDRESS

ADMIN-W School Board Gadsden
35 Martin Luther King Jr Blvd
Quincy, FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
Sonja Bradley		

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
12		Video System Maintenance E-RATE 2010-2011 To be paid monthly Technology Plan Board Approved 12/15/09 for 2010-2011	$1,666.66/mo	$20,000.00

PAY TERMS: NET 30

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
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DISTRIBUTION TO BE COMPLETED BY ORIGINATOR							FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
110	~~7100~~ 6200	310	9001	1104970	100	20000.00	

VENDOR

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE 07-01-10

PURCHASE ORDER NO. 17877

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR A1042

Applied Communication Tech
24351 Lanier St.
Tallahassee, FL 32310

SHIP TO THIS ADDRESS

ADMIN-W School Board Gadsden
35 Martin L King Jr Blvd
Quincy, FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
Sonya Bridges		

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
12		Basic maintenance service, technology support and other support services non E-RATE eligible. Included in the Technology Plan that was Board approved on 12/15/09 for 2010-2011	$2560.00/mo	$30720.00

PAY TERMS: NET 30

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
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DISTRIBUTION TO BE COMPLETED BY ORIGINATOR							FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
110	6200	310	9001	1104970		30720.00	

VENDOR

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE
07/01/10

PURCHASE ORDER NO.
178675

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

EPLS ✓

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR VI03220000

INTRATECH ALLIANCE CORP
215 WEST JEFFERSON ST.
SUITE C
QUINCY FL 32351

SHIP TO THIS ADDRESS

MEDIA/TECH GADSDEN CO SCHL BRD
35 MARTIN LUTHER KING JR BLVD
QUINCY FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		ATTN DR SONJA BRIDGES		
1		BASIC MAINTENANCE ON SERVER CLIENT SERVICES AND OTHER NETWORK SERVICES E-RATE 2010-2011 TO BE PAID MONTHLY $7,840.00	94080.00	94080.00

PAY TERMS: NET 30

1. All correspondence/shipments must reflect the PO number. For prompt payment mail invoice to Accounts Payable address above.
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DISTRIBUTION TO BE COMPLETED BY ORIGINATOR							FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
110	6200	310	9001	1104970		94080.00	

VENDOR

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE 07/01/10

PURCHASE ORDER NO. 178498

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR VH06760000

HAYES E-GOVERNMENT RESOURCES
2473 CARE DRIVE, SUITE 2
TALLAHASSEE FL 32308

SHIP TO THIS ADDRESS

ADMIN-W SCHOOL BOARD GADSDEN
35 MARTIN LUTHER KING JR BLVD
QUINCY FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
Sonja Bridges	Bonnie Beal	

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		ATTN: STEPHEN GAUSS		
1		RENEWAL FOR WEBSENSE CONTENT FILTERING PER STATE CONTRACT #DMS08/09-061	7576.40	7576.40

PAY TERMS: NET 30

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2. **[ ] If box checked and you accept this PO, goods/services & invoice must be received by the District no later than June 15 of the CURRENT YEAR. NO FINANCIAL OBLIGATION continues after June 30 of the CURRENT YEAR if the box is checked.** This PO is void after one year.
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E

DISTRIBUTION TO BE COMPLETED BY ORIGINATOR

FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	FINANCE DEPT USE EXPENDITURE
110	8200	360	9001	1109990		7576.40	

ENCUMBRANCE

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE 07/01/10

PURCHASE ORDER NO. 178662

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR VN09000000

NORTHWEST REGIONAL DATA CENTER
ATTN: NWRDC ACCOUNTING PO178662
2048 EAST PAUL DIRAC DR
TALLAHASSEE FL 323103752

SHIP TO THIS ADDRESS

ADMIN-W SCHOOL BOARD GADSDEN
35 MARTIN LUTHER KING JR BLVD
QUINCY FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
	Bonnie Ward	

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		PO# must be updated on Invoices!		
1		SERVICES RENDERED FOR THE YEAR 2010-2011 BATCH JOB AND TSO CPU USAGE OFFLINE CPU USAGE TAPE VOLUME STORAGE OTHER MISCELLANEOUS SERVICES	10000.00	10000.00

PAY TERMS: NET 30

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DISTRIBUTION TO BE COMPLETED BY ORIGINATOR							FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
110	7500	360	9001	1109990	5000 00	~~7500.00~~	
110	8200	360	9001	1109990	5,000 00	~~2500.00~~	

VENDOR

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE 07/01/10

PURCHASE ORDER NO. 178801

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR	SHIP TO THIS ADDRESS
Impulse Technology, Inc. 621 W. King St. Quincy, FL 32351	ADMIN-W, Gadsden District Schools 35 Martin L King Jr Blvd Quincy, FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
Sonja Briggs		

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
12 months		Provide maintenance and troubleshooting of Instructional Technology, Hardware, Software and Internet Service used by teachers and students of the Gadsden County School District. July 1, 2010 - June 30, 2011 To be paid monthly according to invoice.	$40.00/hr	$40,000.00

sole source provider

PAY TERMS: NET 30

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DISTRIBUTION TO BE COMPLETED BY ORIGINATOR							FINANCE DEPT USE EXPENDITURE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	
420	6200	310	9001	4221210		40,000.00	
✓	✓	✓	✓	✓			

VENDOR

CONTRACTED SERVICE

Date and Number PO ONLY
For BOARD approval

DATE: 07/01/10 35 MA

PURCHASE ORDER NO.: 178423

FL SALES TAX EXEMPTION # 85

FEDERAL ID # 59-6000615

VENDOR VC1954000

CROSSPOINTE
750 S ORLANDO AVE
STE 201-B
WINTER PARK FL 32789

SHIP TO THIS ADDRESS

ADMIN-W SCHOOL BOARD GADSDEN
35 MARTIN LUTHER KING JR BLVD
QUINCY FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
Sonja Bridges	Bonnie 2 Board	

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		ATTN: DR. SONJA BRIDGES		
1		SOFTWARE MAINTENANCE-APPLICATION ENVIRONMENT	10000.00	10000.00
1		SOFTWARE MAINTENANCE-STUDENT SYSTEM	31525.00	31525.00

sole source provider

DATE RECEIVED BY

DATE APPROVED BY

DATE TO FINANCE

PAY TERMS: NET 30

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DISTRIBUTION TO BE COMPLETED BY ORIGINATOR							FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
110	8200	350	9001	1109990		41525.00	

RECEIVING

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8e

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEMS: Contracted Services

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the following purchase orders:

Vendor	PO #	Amount	Fund
Teaching Point, Inc.	178371	$76,604.50	420
Teaching Point, Inc.	178785	$ 5,269.50	420
Teaching Point, Inc.	178786	$ 5,945.00	420
Teaching Point, Inc.	178787	$ 5,579.50	420
Teaching Point, Inc.	178788	$ 9,770.00	420
Teaching Point, Inc.	178831	$ 5,415.00	420

FUND SOURCE: Title I and Title I School Improvement

AMOUNT: $108,583.50

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE 6/24/10

PURCHASE ORDER NO. 178371

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR T0320

Teaching Point
9838 Old Baymeadows Road., Suite 311
Jacksonville, FL 32256-8101

SHIP TO THIS ADDRESS

Gadsden County School Board
35 Martin L King Jr Blvd
Quincy, FL 32351

W9 ✓ EPLS ✓ sole source

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT
K. Kaynak		

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		See attached Quote # 32580		$ 17,743.50
		See attached Quote # 32582		$ 21,785.20
		See attached Quote # 32581		$ 37,075.80
		TOTAL		$ 76,604.50

Other Supplumental [redacted]books for classroom teachers to become more qualified and help them align regular classroom tests to F.C.A.T.S.(Sunshine State Standards)

DATE RECEIVED 7/1/10 BY Bonnie Lloyd 2nd Dept. floor

DATE APPROVED BY

DATE TO FINANCE 3 Sep cks SM

PAY TERMS: NET 30

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DISTRIBUTION TO BE COMPLETED BY ORIGINATOR

FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	FINANCE DEPT USE EXPENDITURE
420	5100	~~510~~ 520	0071	4221200	103	37,075.80	38,264.70
420	5100	~~510~~ 510	0231	4221200	103	21785.20	20,596.30
420	5100	~~510~~ 510	0051	4221200	103	~~17739.00~~ 17743.50	17,743.50
~~420~~	~~5100~~	~~510~~ 510	~~0051~~	~~4221200~~	~~103~~	~~5500.00~~	
~~420~~	~~5100~~	~~510~~	~~0051~~	~~4221200~~	~~103~~	~~5104.50~~	
063010				BW			76,604.50
6895	EGHS					38,264.70	
6896	CPA					20,596.30	
6894	WGHS					17,743.50	

RECEIVING

DATE
07/01/10

THE SCHOOL BOARD OF GADSDEN COUNTY

PURCHASE ORDER NO.
178785

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR VT03280000

TEACHING POINT, INC.
9838 OLD BAYMEADOWS RD
SUITE 311
JACKSONVILLE FL 322568101

SHIP TO THIS ADDRESS

JAMES A SHANKS MIDDLE SCHOOL
1400 W KING ST
QUINCY FL 32351

PRINCIPAL / SUPERVISOR	COMPTROLLER	SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		ATTN - JUANITA ELLIS		
1		SEE ATTACHED SO# 32591	5269.50	5269.50

PAY TERMS: NET 30

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DISTRIBUTION TO BE COMPLETED BY ORIGINATOR								FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT		EXPENDITURE
420	5100	~~610~~	0211	4212691	102	5269.50		
/	/	310	/	/				

VENDOR

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE
07/01/10

PURCHASE ORDER NO.
178786

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR VT03280000

TEACHING POINT, INC.
9838 OLD BAYMEADOWS RD
SUITE 311
JACKSONVILLE FL 322568101

SHIP TO THIS ADDRESS

CARTER PARRAMORE ACADEMY
631 SOUTH STEWART ST
QUINCY FL 32351

PRINCIPAL / SUPERVISOR | COMPTROLLER | SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		ATTN - ROSALYN SMITH		
1		SEE ATTACHED SO# 32589	5945.00	5945.00

PAY TERMS: NET 30

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DISTRIBUTION TO BE COMPLETED BY ORIGINATOR							FINANCE DEPT USE
FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
420	5100	~~610~~	0231	4212691	102	5945.00	
/	/	310	/	/			

VENDOR

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE
07/01/10

PURCHASE ORDER NO.
178787

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR VT03280000

TEACHING POINT, INC.
9838 OLD BAYMEADOWS RD
SUITE 311
JACKSONVILLE FL 322568101

SHIP TO THIS ADDRESS

HAVANA MIDDLE SCHOOL
1210 KEMP ROAD
HAVANA FL 32333

PRINCIPAL / SUPERVISOR K Kapnad | COMPTROLLER | SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		ATTN - BARBARA SAWYERR		
1		SEE ATTACHED SO # 32590	5579.50	5579.50

PAY TERMS: NET 30

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FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
420	5100	~~610~~	0061	4212691	102	5579.50	
/	/	310	/	/			

VENDOR

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE
07/01/10

PURCHASE ORDER NO.
178788

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR VT03280000

TEACHING POINT, INC.
9838 OLD BAYMEADOWS RD
SUITE 311
JACKSONVILLE FL 322568101

SHIP TO THIS ADDRESS

EAST GADSDEN HIGH SCHOOL
27001 BLUE STAR HWY
HAVANA FL 32333

PRINCIPAL / SUPERVISOR | COMPTROLLER | SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		ATTN - JOAN BELLE-MCGLOCKTON		
1		SEE ATTACHED SO# 32588	9770.00	9770.00

PAY TERMS: NET 30

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FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	
420	5100	~~610~~	0071	4212691	103	9770.00	
✓	✓	310	✓	✓			

VENDOR

THE SCHOOL BOARD OF GADSDEN COUNTY

DATE 07/01/10

PURCHASE ORDER NO. 178831

35 MARTIN LUTHER KING, JR., BLVD. QUINCY, FLORIDA 32351
PHONE (850) 627-9651 FAX (850) 627-2760
www.gcps.k12.fl.us

FL SALES TAX EXEMPTION # 85-8012621915C-2

FEDERAL ID # 59-6000615

VENDOR V T03280000
TEACHING POINT, INC.
9838 Old Baymeadows Road
Suite 311
Jacksonville FL 32256-8101

SHIP TO THIS ADDRESS
WEST GADSDEN HIGH SCHOOL
200 Providence Road
Quincy FL 32351

PRINCIPAL / SUPERVISOR K Raynah | COMPTROLLER | SUPERINTENDENT

QUANTITY	PRODUCT NO.	DESCRIPTION	UNIT PRICE	TOTAL
		ATTEN: JULIETTE JACKSON, Principal		
1		See attached SO# 32587	5,415.00	5,415.00

PAY TERMS: NET 30

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FUND	FUNCTION	OBJECT	CENTER	PROJECT	PROGRAM	AMOUNT	EXPENDITURE
420	5100	~~610~~	0051	4212691	103	5,415.00	
/	/	310	/	/			

VENDOR

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8f

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEMS: Insurance – General Liability, Automobile, Property and Workers Compensation

DIVISION: Finance Department

PURPOSE AND SUMMARY OF ITEMS:

Board approval is requested for the continued selection of Florida League of Cities to provide insurance for general liability, automobile, property and workers' compensation for the 2010-2011 fiscal year beginning October 1, 2010.

FUND SOURCE: General Fund and Capital Improvements Fund

AMOUNT: Estimated $835,020.00

PREPARED BY: Bonnie Wood

POSITION: Assistant Superintendent for Business Services

FLORIDA LEAGUE OF CITIES, INC.
DEPARTMENT OF INSURANCE AND FINANCIAL SERVICES

☐ Administration

☐ Policy Holder Relations

☑ Financial Services-Underwriting

Post Office Box 530065
Orlando, FL 32853-0065

☐ Health Claims

Post Office Box 538140
Orlando, FL 32853-8140

☐ Workers' Compensation Claims

☐ Property & Liability Claims

Post Office Box 538135
Orlando, FL 32853-8135

1(800) 445-6248
(407) 425-9142
Fax: (407) 425-9378

www.flcities.com

May 3, 2010

Mr. Reginald James
Superintendent
Gadsden County School Board FMIT# 0857
35 Martin Luther King Jr. Boulevard
Quincy FL 32351

Dear Member:

The Trustees of the Florida Municipal Insurance Trust and the Florida League of Cities Staff wish to thank you for placing your confidence in the League sponsored insurance program. We are looking forward to working with you during the 2010-2011 renewal year.

As you know, the Florida Municipal Insurance Trust is governed by a Board of our Members and does not answer to shareholders or Wall Street. We answer to our members. You can rely on the Trust for insurance products and services that meet your needs. As a result of prudent financial management, the Trust remains in excellent financial standing with a strong reinsurance program. The surplus is now $220 million with over $400 million in assets. Most recently, the Trust achieved the highest possible financial confidence rating of 99 percent.

We have continued to enhance our services to you with the introduction of simpliCity. Exclusive to the Florida League of Cities, Synergy/simpliCity offers disaster mitigation and disaster recovery services to all FLORIDA MUNICIPAL INSURANCE TRUST members. In conjunction to our existing services including superior risk control and our award winning, Fraud Special Investigations Unit, we are confident that we continue to offer you the best overall insurance value in the State.

The first step in our renewal process is for you, our member, to provide the Trust with updated exposure values and submit the applications for the recertification of the Drug-Free and Safety programs. To facilitate this process, please find enclosed your 2010-2011 renewal packet that contains all of the necessary forms and applications. We request that the information be carefully considered, completed and returned to us by **June 1, 2010**.

As you may be aware, each year we ask our membership to look into the future and estimate their annual payrolls for the coming October to September fiscal year. Payroll totals are used as the exposure value for all Workers' Compensation accounts. General Liability accounts use payroll, acres, cost of contract, miles, or units. As such, making an accurate exposure estimate is an essential component in an accurate premium estimate for these lines of coverage. Understated exposures could lead to additional premiums due at audit. In order to assist us in making the most accurate premium estimate as possible, we ask that you complete the annual exposure update form that is provided in the attached renewal information packet.

For those members that have placed their Workers' Compensation coverage through the Trust, discounts are available for participating in Drug-Free and Safety programs. Each program requires member participation in developing and implementing a program that meets their specific needs.

One of the requirements for each program is that an annual statement attesting to the member's compliance with the program be completed and returned. Again, all of the current required forms and directions can be found in the attached renewal information packet. If you are a member that has placed your Workers' Compensation coverage through the Trust and you are not currently enrolled in either of these programs, you should strongly consider enrolling, as participation can provide a combined 7% discount on your Workers' Compensation premiums. If you are not currently participating in either of these programs, but have an interest in doing so, please contact your Account Executive or Risk Control Consultant.

In addition to coverages offered by the Trust for General Liability, Automobile, Property, Workers' Compensation and Health, we also offer a variety of coverages through our brokerage services program. Some of these coverages include Accidental Death and Dismemberment, Bonds, Executive Travel, Flood, Pollution and Remediation Liability and Storage Tank Liability. If you are interested in learning more about any of these coverages, please contact your Account Executive.

Should you have any questions regarding the steps in completing the forms included in the attached renewal information packet, please do not hesitate to contact your Account Executive, Tom Conley, or the Underwriting Department. Please use the enclosed envelope and return the requested information to the Underwriting Department by **June 1, 2010**.

Our partnership with you assures you will continue to receive the best service available and the FMIT through your participation will continue to be the undisputed leader in the state of Florida for Municipal related insurance products.

Sincerely,

Jeannie Garner
Director, Department of Insurance and Financial Services

Enclosures

North

Florida Municipal Insurance Trust (FMIT)

Fourth Installment Billing - 09/10 Fund Year

06/01/2010

FMIT # 0857

ATTN: Mr. Reginald James
Gadsden County School Board
35 Martin Luther King Jr. Blvd
Quincy, FL 32351

Please make checks payable to:
Florida Municipal Insurance Trust
P.O. Box 1757
Tallahassee, Fl 32302-1757

	General Liability	Automobile	Property	Workers' Compensation(1)	Total
Gross Premium	$88,820.00	$39,000.00	$362,156.00	$360,326.00	$850,302.00
Incentive Credit	$0.00	$0.00	$0.00	($15,282.00)	($15,282.00)
Total Net Premium	$88,820.00	$39,000.00	$362,156.00	$345,044.00	$835,020.00
Amount Received					$622,971.00
Balance				=	$212,049.00
4th Installment					$212,049
Other Charges					$0.00
					$0.00
					$0.00
					$0.00
Total Due By 07/01/2010					**$212,049**

(1) The Workers' Compensation premium reflects the 10/1/2009 experience modification of 1.20 as promulgated by the National Council on Compensation Insurance, Inc.

PLEASE NOTE: PREMIUM PAYMENT DUE BY July 1, 2010

Please see the reverse side for a copy of our Premium Installment Plan and Penalty Policy

Workers Comp 110.7900.320.9001.1104680 #207,837.00
Auto 110.7800.320.9001.1109990 4,212.00
212,049.00

PINK COPY - Please return with your payment.

WHITE COPY - For your records.

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8g

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEM: Agreement Between Gadsden County School District and Alternative Unlimited, Inc.

DIVISION: Administration

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Alternative Unlimited, Inc. will provide a community-based alternative education program called "Drop Back In" for eligible students. Eligible students shall include those students who are residents of Gadsden County not currently enrolled in an educational program.

FUND SOURCE: **N/A**

AMOUNT: N/A

PREPARED BY: **Reginald C. James**

POSITION: **Superintendent of Schools**

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

__ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

This form is to be duplicated on light blue paper.

AGREEMENT BETWEEN
GADSDEN COUNTY SCHOOL DISTRICT and
ALTERNATIVES UNLIMITED, INC

This agreement for services is made by and between the School Board of Gadsden County, a statutory corporation and political subdivision of the State of Florida having its principal address at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351 (hereinafter "District"), and Alternatives Unlimited, Inc., a Maryland corporation with its principal address at 8508 Loch Raven Boulevard, Suite E, Baltimore, Maryland 21286, (hereinafter "AU").

WHEREAS, in accordance with State law, a school board may contract with an organization that operates a community-based innovative instructional program that meets the unique needs of at –risk students; and

WHEREAS, Gadsden County School Board and AU desire to cooperate in rendering services to students who have dropped out of school:

NOW THEREFORE, in consideration of the mutual promised herein contained and other good and valuable consideration, Gadsden County School Board and AU agree as follows:

TERMS

This Agreement shall become effective with the signatures of the Gadsden County School District Superintendent and School Board Chairman and an AU authorized signor. The Agreement will be effective from the date of execution and shall continue in effect until June 30, 2011, unless terminated or otherwise amended. The Agreement may be reviewed annually, and either part may request amendments. Any proposed amendments or modifications shall become effective only if agreed to in writing observing all the formalities of the Agreement.

PROGRAM DESCRIPTION

AU will provide a community-based alternative education program called "Drop Back In" (hereinafter "DBI") for eligible students. Eligible Students shall include those students who are residents of Gadsden County not currently enrolled in an educational program. The parties expect that Eligible Students shall receive academic services sufficient t enable them to satisfy District's graduation requirements.

DBI shall follow the Gadsden County School Board calendar unless the District's Superintendent of designee approves an alternative calendar. AU agrees to provide no fewer than five (5) hours of instructional time per day. Any variation must be discussed with the Superintendant. **DBI** classed shall not exceed an average daily attendance pupil/ instructional staff ratio as subscribed to by the District. Supervision and control of students while in the DBI shall be the sole responsibility of AU.

AU agrees to operate **DBI** in accordance with all requirements and guidelines as may be requested by District throughout the term of this Agreement in order to ensure that the program is in compliance with all applicable federal, state, and local laws and agency rules, regulations, and guidelines and to ensure that Gadsden County School Board remains entitled to receive maximum funding from the State for participating in this Agreement.

AU shall comply with the requirements of all applicable federal, state, and local laws and regulations, including, but not limited to, those laws governing the provision of education to students with disabilities, students who have limited English proficiency. AU shall also comply with the requirements of all applicable judicial rulings, including the META Consent Decree, and with the requirements of the District's English Language Learners Plan.

AU shall provide the District with its written procedures governing intake, evaluation, dismissal, and separation of students as well as its written policies regarding the conduct and discipline of students while they are enrolled in the educational program. AU shall adopt then Gadsden County School Board Code of Student Conduct and at the time of intake shall secure student and parent/guardian signatures acknowledge an understanding of the rules and penalties for violating them. **DBI** will keep these signatures on file. AU administrative staff will meet quarterly or more, as needed, with District Administrative staff to discuss the program and progress of its students. The District's School Board will provide **DBI** with available Student-Family Handbooks for each student enrolled in the program.

FACILITIES

AU agrees to provide educational services at various sites within the community. AU, in consultation with the District, will be permitted to open other sites in order to accommodate all interested students so that no student will be placed on a waiting list and therefore denied an opportunity to pursue an education. AU understands and agrees to the requirement that the District will implement a program of monitoring to ensure successful implementation of the **DBI** program. AU agrees to maintain the facilities in accordance with federal, state, and local laws, city ordinances, and District policy. All sites selected by AU for use in the performance of the Agreement will be reported to the District Facilities Department representative two or more weeks prior to the first day they plan to serve students. AU welcomes recommendations and/or suggestions of viable sites for the **DBI** sites from the District. All computer lab and internet wiring will be configured and installed by AU who will assume all costs.

AU will comply with the standard requirements as specified for the programmed use, as determined in the Florida Building Code, the Florida Building Code, the Florida Fire Prevention Code, Americans with Disabilities Act (Guidelines), and the State Requirements for Educational Facilities (SREF). The District requires that proposed sites and floor plans be reviewed for code compliance by the District Building Department prior to any commitment by AU regarding said sites. AU shall ensure that the property owner maintains current sanitation and health certificates and that all leased sites comply with all annual fire inspection requirements for educational facilities. Fire and emergency drills must be conducted by AU in accordance with District policies.

ADMINISTRATIVE AND INSTRUCTIONAL STAFF

AU shall identify a **DBI** administrator with the authority to make decisions on behalf of AU and who will represent AU, including but not limited to, all required administrative meetings and training. In the event that such administrator not available, an AU designee approved by Gadsden County School District may represent AU when appropriate and necessary.

All AU teachers must meet the certification requirements and assigned classes in accordance with the Florida Course Code Directory. All AU employees, appointees, or agents who are permitted access to AU sites when students are present or who come into contact with students as part of the educational program must submit to a background check at AU expense in the manner prescribed by the District. AU agrees to remove all persons providing services to students under the Agreement that do not meet the standards under the District Board Policies on criminal background checks and employee history checks.

All AU teachers must be qualified in a manner prescribed by the Gadsden County School Board to teach limited English proficient students and may be required to attend professional development to become properly certified.

AU shall employ a minimum of one Exceptional Student Education (ESE) certified teacher to develop, implement and determine mastery of the Individual Educational Plan (IEP) goals for exceptional education students. AU shall employ an ESE Specialist who shall participate in admission and exiting conferences, IEP preparation and staffing, and maintaining ESE compliance for exceptional education students. AU shall promptly notify designated District personnel and complete all appropriate forms and paperwork in the event that any AU teacher or staff suspects that a particular District student in the program may have a disability, which may qualify him/her for special education services.

AU shall promptly notify designated District personnel of student's qualifying for ESOL services, or language proficiency assessment and continuance of ESOL services in accordance with student's ELL plan.

AU shall designate a testing coordinator responsible for the administration of all standardized testing required by the District.

AU shall employ properly certified substitute teachers for permanent instructional personnel who are temporarily absent due to illness or personal reasons.

STUDENT EVALUATION

AU shall conduct an academic assessment of each student upon intake (BASI Test). The results of this assessment combined with the student's previous class schedule and educational goals shall determine what instructional strategies shall be employed while the student is enrolled in the AU's educational program. AU shall design a student schedule outlining a course of study that the student is to follow. All coursed offered must lead toward a standard high school diploma. AU will require of all **DBI** students, the District's approved academic credit standard for high school diploma as outlined in the District Student Progression Plan. Students eligible for graduation must have courses completed and registered in the Gadsden County School District's database prior to the graduation ceremony. With respect to Special Education students, if appropriate, accommodations as stated on the IEP, will be made to the curriculum in order for the student to meet the requirements of a high school diploma.

Subsequent to the review of academic history, AU shall develop an Academic Plan for each non-ESE student. The plan shall identify the academic needs of the student stated as short term and long term academic goals leading to graduation. The Plan shall be reviewed and revised with the student participating on regularly testing scheduled intervals.

AU agrees to administer the FCAT, End of Course examinations, and other District or state wide mandatory tests on-site, utilizing AU staff, certified to meet all legal mandates and District/state policies. Furthermore, AU shall initiate testing in accordance with the District calendar and procedures.

AU shall maintain individual achievement records in a form prescribed by the Gadsden County School District for each student. Included therein must be a record specifying which competencies have been mastered, the date on which mastery was Appropriate documentation must be submitted to the District upon completion of coursed.

AU shall make available a quiet, private room for AU psychological evaluations and ESE and/or ESOL interviews or parent/teacher meetings. The cost of such evaluations shall be borne by AU.

District shall periodically evaluate, if it so chooses, the quality of the AU educational program. The Superintendent's designee shall give AU ten (10) calendar day's prior notice of such evaluation by United States Postal Service certified mail, return receipt requested. AU shall cooperate with the District employees, appointees, and/or agents as they attend to their

assigned task. Upon development of a final report, AU and the Gadsden County School District shall agree on any changes, if necessary, that will be made.

TEXTBOOKS

District agrees to provide students state-adopted textbooks, as ordered by AU through the District and the Textbook Department at no additional cost above such compensation set forth in this Agreement, to assure appropriate and supplemental instruction. AU shall be required to complete an inventory of assigned textbooks by June 15, 2011. AU shall be responsible for any lost/damaged textbooks.

ATTENDANCE and MEMBERSHIP

AU agrees to comply with the District attendance policy as described in the Code of Student Conduct in order to prevent truancy and promote school attendance. Students who exceed the number of absences allowed by District policy, and with respect to whom the Gadsden County School District would require removal, shall be withdrawn from **DBI**. AU Agrees to take attendance daily and forward information to the appropriate District designee on an agreed upon timeline. District will provide AU with information from the Gadsden County School District's Data System for those students enrolled **DBI**.

AU's full-time equivalent membership shall be counted during the official FTE/FEFP survey weeks in October and February. A student is in membership when he/she is officially assigned (not withdrawn) to a course or program by the District. To be reported for funding, each student must be enrolled and scheduled appropriately in the state automated data system. All course identification must be accurate such as state approved course number, section number, period number, days per week and class minutes.

The student must be in attendance at least one day during the FTE/FEFP survey week or one of the six days/ classes preceding the survey period. Survey periods occur in October and February. The presence, absence, or tardiness of each student shall be checked, each day, and recorded daily in the Automated Student Attendance Record-keeping System. To comply with the rules, a pupil is in attendance if actually present at the school site.

STUDENT RECORDS

AU will prepare and maintain records relating to the students and the program in accordance with Gadsden School County District daily qualify record requirements to include demographic data, address verification, test scores, discipline records, health and immunization records, attendance, withdrawal (leave) code documentation and other appropriate information, and input such information by either (a) installing and using appropriate technology to receive

training from District at AU's sole expense, or (b) providing personnel to receive training from District and to input required information at AU or at a designated District site.

AU understands that Gadsden County School District must have access to copies of student administrative and educational records in order to effectively participate in this Agreement. AU agrees to provide District access to all students, administrative, educational and financial records required to monitor and evaluate the effectiveness of the program. AU agrees to allow District access to all facilities, including classrooms, during regular operation hours in order to facilitate such monitoring activities.

To the extent that AU or District will come into possession of student records and information, and to the extent that AU or District will be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, both parties agree to comply with all requirements of the Family Educational Rights and Privacy Act and Section 1002.22, Florida Statues (2009). In the event that District is required to furnish information or records of AU, AU shall furnish such information to District and District shall have the right to release such information and records.

To the extent permitted by law, session for AU **"DROP BACK IN"** clients including, but not limited to, academic assessments, psychosocial profiles, limited English proficiency, grade reports, attendance data and cumulative records. AU shall comply fully with laws, policies and rules guaranteeing the confidentiality of student educational records and access thereto.

Each party will protect the rights of students and clients with respect to records created, maintained, and used by public institutions. It is the intent of the Agreement to ensure that guardians and students have the right to access and the right to privacy with respect to records and reports. The Parties will strictly adhere to all applicable state and federal laws and regulations relating to rights of students or their guardians with respect to students records and reports, including but not limited to Florida Statutes, FERPA, and State Board of Education Rules.

TRANSPORTATION

Transportation to the **DBI** sites will not be provided by AU.

MEDIA

AU shall implement and comply with all District policies and procedures, including but not limited to the District media policy.

DISTRICT PARTICIPATION

Gadsden County School District will provide AU a list of students eligible for participation in the **DBI**. AU requires the most recent and updated listing of students who have dropped-out (withdrawn) from school. The list will contain complete names, addresses and phone numbers.

Gadsden County School District will monitor the performance and services provided by AU in accordance with performance standards outlined in this Agreement.

District will monitor the preparation and maintenance District/AU requirements to include demographic data, test scores, discipline records, attendance, lesson planning, grade reporting and recording, and other appropriate or required information.

If District and AU agree AU and/or staff shall participate in District staff development activities, both mandatory and optional, and classroom visitations and observations as requested.

District will meet quarterly or more as needed with AU Administrative Staff to discuss the program and progress of its students.

COMPENSATION

It is agreed that Gadsden County School District will act as the agency through which all funds will pass through in the process of paying AU. AU shall receive ninety percent (90%) of all FTE per pupil revenue generated through FEFP while District shall retain ten percent (10%) of the FTE/FEFP with textbooks being provided to AU. Payment to AU will be based upon the number of students enrolled and reported by AU as of the FTE survey week(s). AU will be responsible for refunding to the District any revenue lost as a result of errors identified in FTE or program audits. AU agrees to accept the per-student (FTE/FEFP) allocation paid by the State during the October and the February reporting periods. October enrollment funds will be paid no later than December 1, 2010 and February FTE/FEFP will be April 1, 2011.

REPORTS AND EVALUATIONS

AU shall submit to Board within thirty (30) days after the execution of this Agreement the most recent financial statement of its assets and liabilities. Board will accept an unaudited version. AU understands and agrees that such statement accompanying this Agreement may be public document and Authorized Version and authorizes Gadsden County School Board to release the statement as part of this Agreement.

AU will maintain and retain throughout the term of this Agreement and for a period at least two (2) years, financial information that indicates utilization of funds received from District in the event of a state or federal audit of District regarding expenditures of state funds, AU shall make available for inspection such financial information as required by the State Department of Education or other auditing agencies.

AU agrees to submit an annual report of each year of implementation, starting with the end of the first year implementation. The annual report must contain basic demographic data, attendance rates, enrollment data, and achievement data on all participating students. Student achievement data shall include, but not be limited to, the number of credits earned by students, the number credits earned per student, the number of students participating in the program. These data must be sufficient to allow judgment of the program effectiveness in achieving its stated objectives.

If requested, AU will provide a final summative project report to Gadsden County School Board at the completion of the contract term. This report will include, but will not be limited to project background information, a description of the project implementation, and accomplishments and conclusion.

Gadsden County School Board reserves the right to conduct its own evaluation of this project at any time to verify effectiveness.

AU and Board intend to utilize the results of the evaluations and written reports as part of the criteria for continuation or termination of future participation in the program. Unless otherwise required by law, no reports or evaluations created pursuant to this Agreement may be released to third parties without prior written consent of District, which consent shall not be reasonably withheld.

DISPUTES

Any disputes between the parties shall be sought through communication between the AU Administrator and the Superintendent's designee.

If it is impossible to achieve a solution to the problem, and the appropriate Gadsden County School Board Superintendent/ designee and the AU Administrator are not able to reach a mutual decision, the parties shall have access to the legal system for the resolution of disputes. Jurisdiction shall be in the State of Florida and venue shall be the 10th Judicial Circuit, in and for Gadsden County. Prior to legal action, the parties may, by mutual agreement, submit any dispute to mediation with a qualified mediator appropriately certified by the state or federal courts.

RELATIONSHIP OF THE PARTIES

It is understood and agreed that AU is an independent contractor and that neither it nor any employees or agents contracted by this institution shall be deemed for any purposes to be employees (paid or volunteer) or agent of Board. This agreement does not create a joint venture or business partnership under Florida law. AU assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to the Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, benefits and like requirements and obligations. In no event shall either party be responsible or liable to the other party for any action or inaction of its respective officials, agents, administrators, employees, volunteers and students.

INDEMNIFICATION

AU shall defend, hold harmless, and indemnify District and its governing board, officers, agents, and employees from and against all liabilities and claims for damages for death, sickness, injury or any other legally compensable damages 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 services hereunder, resulting from the negligence or intentional acts of AU, its agents or employees. It is understood and agreed that such indemnity shall survive the termination of this agreement. The insurance coverage shall continue coverage for all services covered hereunder and shall not be a claims-made policy.

INSURANCE

During the entire term of this agreement and any extension or modification thereof, AU shall submit and keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned vehicles used in relation to the performance of services (s) by AU, of at least one million dollars ($1,000,000) for each person and two million dollars ($2,000,000) for all accidents or occurrences for all damages arising out of death, bodily injury, sickness or disease from any one accident or occurrence, and one million dollars ($1,000,000) for all damages and liability arising out of injury to our destruction of property for each accident or occurrence. The policy must include a statement that the general liability provides coverage for contractual liability. Policy must list District as an additional insured. Not later than the effective date of the agreement, AU shall provide Gadsden County School Board with satisfactory evidence of insurance, naming Gadsden County School Board as additional certificate holder, including a provision for a twenty (20) calendar day written notice to Board before cancellation or material change, evidencing the above-specific coverage. AU shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law, if applicable. Board reserves the right to revise the requirements of this provision at any time. If Gadsden County School Board determines that additional insurance coverage is necessary, Board will reopen negotiations with AU to modify the terms of this Agreement. Failure to supply Gadsden County School Board with insurance renewal information is reason for contract termination.

NO WAIVER OF IMMUNITY

Neither AU nor Gadsden County School Board waives or relinquishes immunity or defense on behalf of itself, its trustees, officers, employees, or agents as results of the execution of this Agreement and performance of the functions and obligation described herein.

NO WAIVER

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any provision shall be constructed to be a waiver of such breach.

RIGHT IN PROPERTY

All title to AU supplies, equipment furniture, and records shall remain the sole property of AU. All title to District furnished supplies, equipment, furniture, materials and/or textbooks shall remain the sole property of District.

TERMINATION

The Agreements may be terminated prior to expiration of the term as follows:

1. By written mutual agreement of the parties hereto, which agreement shall state the effective termination date and any other terms and conditions of said termination.
2. By either party hereto, with or without cause at the end of any school year.
3. By either party, hereto, with 30 days written notice, upon a breach of the terms of this Agreement, after first giving the other party written notice of the breach in an opportunity to cure.
4. By either party after 30 day written notice with or without cause.

NOTICE

Any notice required to be given under the provisions to this Agreement shall be in writing and shall be duly served when it shall be hand delivered to the addresses set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office Addressed to the party at the following addresses:

To: AU

Alternatives Unlimited, Inc.

Attn: Mychael Willon, Chief Academic Officer
1120 Willard Street
Houston, TX 77006

To: Gadsden County School Board
Attn: Reginald C. James
Superintendent
Gadsden County Schools
35 Martin Luther King Blvd.
Quincy, FL 32351

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner above provided.

NO ASSIGNMENT

No assignment of this Agreement or of any duty or obligation or performance or payment hereunder, shall be made by either party, in whole or in part, without the prior written consent of the other party.

SECTION HEADINGS

The heading of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limited, define, or construe the terms or provisions of the sections of this Agreement.

GOVERNING LAW

This Agreement is made in the State of Florida and shall be construed, interpreted, and governed by the laws of such state. The parties irremovably consent to the sole and exclusive jurisdiction and venue of the state and/or Courts for any action under this Agreement.

NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party.

COMPLETE UNDERSTANDING

This Agreement shall constitute the complete understanding of AU and Gadsden County School Board, and may not be modifies in any manner without the express written consent of both parties.

PERFORMANCE OF WORK

AU shall perform the services, furnish the equipment, facility, and personnel, and do all things necessary and proper for the performance and completion of the work requires by this Agreement at AU's sole cost and expense.

COUNTERPARTS

This Agreement is executed in counterparts, each of which shall have the full force and effect of an original Agreement, and each of which shall constitute but one and the same instrument.

AUTHORITY

Each person signing this Agreement on behalf of each party individually warrants that he or she has full legal power to execute this Agreement 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 this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the _____day of _____, 2010.

GADSDEN COUNTY SCHOOL BOARD

By:_____

ATTEST:

By:_____

Reginald C. James, Superintendent

ALTERNATIVES UNLIMITED, INC.

By: Mychael Willan LB

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD

AGENDA ITEM NO. 8h

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEM: Supplemental Educational Services

DIVISION:

___ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Requesting approval from the School Board for the attached contractual agreements from state-approved providers for our district, to include a description of the services that will be provided to qualifying students in Title I schools.

FUND SOURCE: Title I Part A, Supplemental Educational Services
AMOUNT: **N/A**
PREPARED BY: Audrey Lewis
POSITION: Parent Services Coordinator

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.
SUPERINTENDENT'S SIGNATURE: page(s) numbered _____
CHAIRMAN'S SIGNATURE: page(s) numbered _____
This form is to be duplicated on light blue paper.

REVIEWED BY: _____

RECEIVED JUL 21 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 20 day of July, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Laureate Learning Center
Contact Address: 1700 N Monroe St. Ste. 11-162
City, Zip, State: Tallahassee, FL 32303

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, 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.

Initials _____

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly □	Monthly □
To the school	Weekly □	Monthly □
To the DISTRICT	Monthly **X**	

Sessions per Week:_____ # Sessions per Month:_____

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

Online □ One-on-One □

Small 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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 45.00 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

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

Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS
PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER: Carla B Jones c/o
Laureate Learning Center
Provider Authorized Representative: Name / Title / Signature / Date

Laureate Learning Center.
Name of Supplemental Educational Service Provider:

1700 N. Monroe ST. Ste 11-162
Address

Tallahassee Fla. 32303.
City / State / Zip Code

2611692170
Phone Number / Tax Identification Number:

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

Carla B. Jones, Regional Prog. Manager - P.O. Box 65. Fayetteville GA. 30214
Name / Title Address

7/20/2010 - 877-719-5445 Fayetteville, GA. 30214
Date / Phone Number City / State / Zip code

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JN
LAURE-2

DATE (MM/DD/YYYY)
07/14/10

PRODUCER

Intermarket Insurance Agcy Inc
205 E Main Street, Suite 3-4
Huntington NY 11743
Phone: 631-421-2424 Fax:631-421-2004

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED

Laureate Learning Center, Inc.
115 Commerce Drive Suite E
Fayetteville GA 30214

INSURER A:	Markel Insurance Company	
INSURER B:	The Hartford Insurance Company	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	3602CC341746-0	07/13/10	07/13/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $1,000,000 $ $100,000 $ $5,000 $ $1,000,000 $ $2,000,000 $ $1,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	3602CC341746-0	07/13/10	07/13/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A		OTHER Prof Liability	3602CC341746-0	07/13/10	07/13/11	ACT/AGG	$1Mil/$2Mil
A		Abuse/Molestation	3602CC341746-0	07/13/10	07/13/11	PP/AGG	$1Mil/$1Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is included as an additional insured, as required by written contract or agreement.

CERTIFICATE HOLDER

GADSDEN

Gadsden County
School District
35 Martin Luther King Jr. Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY PLUS EXTENSION

Various provisions in this endorsement modify coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this endorsement the words "you" and "your" refer to the Named Insured shown in the declarations. The words "we," "us" and "our" refer to the company providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Unless specifically stated in this endorsement, all other terms, conditions and exclusions of the policy remain unchanged.

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording. As respects any coverage provided by this endorsement, if higher limits are provided on any other schedule, declarations, or endorsement attached to this policy, then the limits and coverage provided by this endorsement would not apply for that coverage.

SCHEDULE

Medical Payments	Increased to $10,000 per person (unless excluded)
Supplementary Payments	
Bail Bonds	Up to $5000
Loss of Earnings	Up to $500 a day
Damage to Premises Rented to You	Up to the General Liability Each Occurrence Limit
Non-Owned Watercraft	Increased to 51 feet long
Non-Owned Aircraft	If rented or loaned with a paid crew
Property Damage from Elevator Use	Included
Broadened Definition of Insured	Included
Mental Anguish Resulting from Bodily Injury	Included
Advertising Injury from Televised or Videotaped Material	Included
Broadened Definition of Mobile Equipment	Included
Per Location and Per Project Aggregates	Included
Additional Insured - Managers or Lessors of Premises	Included
Additional Insured - Vendors (Limited)	Included
Additional Insured-By Written Contract, Agreement or Permit	Included
Additional Insured-Mortgagee, Assignee, or Receiver	Included
Extended "Property Damage" - Expected or Intended Injury	Included
Property Damage to Borrowed Equipment	Up to $10,000 per "occurrence"
Property Damage to "Customers' Goods"	Up to $10,000 per "occurrence"
Medical Personnel Coverage	Up to $100,000 per "occurrence" if no other coverage form applies
Limited "Product Withdrawal" Expense Coverage	$10,000 per "Product Withdrawal"
Waiver of Transfer of Rights of Recovery	Included
Duties in the Event of "Occurrence", Claim or "Suit"	Included
Unintentional Failure to Disclose Hazards	Included
Liberalization	Included

I. Medical Payments

The following applies only if Medical Payments Coverage is not excluded from the policy to which this endorsement is attached:

SECTION III - LIMITS OF INSURANCE, paragraph **7.** is deleted in its entirety and replaced by the following:

7. Subject to paragraph **5.**, **Section III - Limits of Insurance**, the Medical Expense Limit is equal to the Medical Expense Limit stated in the Declarations subject to a minimum of $10,000 and is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

II. SUPPLEMENTARY PAYMENTS - BAIL BONDS AND LOSS OF EARNINGS

SUPPLEMENTARY PAYMENTS - COVERAGES **A** AND **B**, paragraphs **1.b.** and **1.d.** are deleted in their entirety and replaced by the following:

SECTION III - LIMITS OF INSURANCE, paragraph **7.** is deleted in its entirety and replaced by the following:

b. Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds;

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work;

III. DAMAGE TO PREMISES RENTED TO YOU

A. When Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion **j.** of Coverage **A, Section I** is replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

B. SECTION I - COVERAGE **A.2.** Exclusions is amended to delete the last paragraph and is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage damage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance**.

C. SECTION III - LIMITS OF INSURANCE, Paragraph **6.** is replaced by the following:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or, in case of damage by fire, lightning, explosion, smoke, or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the Each Occurrence Limit shown in the General Liability Declarations.

D. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph **4.b.(1)(b)** is deleted and replaced by the following:

(b) That is fire, lightning, explosion, smoke or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

E. SECTION V - DEFINITIONS, paragraph **9.a.** is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

IV. NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT RENTED OR LOANED TO YOU WITH A CREW

SECTION I - COVERAGES, COVERAGE **A.** BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion **g.** - Aircraft, Auto or Watercraft, paragraph (2), is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge.

The following is added to **g.**

(6) An aircraft not owned by any insured that is rented or loaned to you with a paid crew.

If other insurance applies to a loss because of "property damage" to non-owned watercraft or aircraft as described in **(2)(a)** and **(b)** or **(6)** above, the insurance provided by this Coverage Form does not apply whether the other insurance is primary, excess, contingent, or issued on any other basis.

V. PROPERTY DAMAGE COVERAGE ARISING OUT OF ELEVATOR USE

SECTION I - COVERAGES, COVERAGE **A.** BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Exclusion **j.** is amended to include the following:

Paragraphs **(3), (4)** and **(6)** shall not apply to liability arising out of the use of elevators.

If other valid and collectible insurance applies to a loss because of "property damage" arising out of the use of elevators, this Coverage Form shall apply excess of the other insurance, whether this other insurance is primary, excess, contingent, or issued on any other basis.

VI. WHO IS AN INSURED

SECTION II - WHO IS AN INSURED, is amended by the following:

A. Paragraph **2.** is amended to include the following as insureds:

e. Any legally incorporated entity of which you own at least 51% of the voting stock on the inception date of this Coverage Form and on the date of any covered "occurrence", claim or "suit".

This insurance shall not apply to any entity that is already an insured under any other insurance provided by any company or that would be an insured but for the exhaustion of its limits of insurance.

B. Newly Acquired or Formed Organizations

Paragraph **3.a.** is deleted in its entirety and replaced with:

a. Coverage for your newly acquired or formed organization shall be:

1. Effective on the date of acquisition or affirmation; and

2. Afforded until the end of the policy period of this Coverage Form.

C. The following is added to Paragraph **2.a.**:

Paragraph **(1)** does not apply to executive officers, or to managers at the supervisory level or above.

VII. MENTAL ANGUISH COVERAGE THAT RESULTS FROM BODILY INJURY

SECTION V- DEFINITIONS, Item **3.**, Bodily Injury, is deleted in its entirety and replaced with the following:

3. "Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and also includes mental anguish or emotional distress provided such mental anguish or emotional distress results from any of these; and

b. Death resulting from bodily injury, sickness or disease.

VIII. ADVERTISING INJURY

A. SECTION V- DEFINITIONS, Item **14**, Personal and Advertising Injury, paragraphs **d.** and **e.** are deleted in their entirety and replaced with the following:

d. Oral, written or professionally produced televised or videotaped publication of material in any manner that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;

e. Oral, written or professionally produced televised or videotaped publication of material in any manner that violates a person's right to privacy;

B. SECTION I - COVERAGES, COVERAGE **B.** PERSONAL INJURY AND ADVERTISING INJURY LIABILITY, Exclusions **b.** and **c.** are deleted in their entirety and replaced with the following:

b. "Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication of material in any manner, if done by you or at your direction with knowledge of its falsity;

c. "Personal and advertising injury" arising out of oral, written or professionally produced televised or videotaped publication of material whose first publication took place before the beginning of the policy period.

IX. MOBILE EQUIPMENT

SECTION V - DEFINITIONS, Item **12.**, Mobile Equipment, paragraph **f.(1)** is amended to add the following:

This shall not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

X. PER LOCATION AND PER PROJECT AGGREGATES

SECTION III - LIMITS OF INSURANCE, is amended to add the following:

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (**SECTION I**), and for all medical expenses caused by accidents under COVERAGE **C** (**SECTION I**), which can be attributed only to operations at a covered "location" or covered construction project:

1. A separate Per Location or Per Project General Aggregate Limit applies to each covered "location" or covered construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Per Location or Per Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE **C** regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

3. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the Per Location or Per Project General Aggregate Limit for each covered "location" or covered project for which payment is made. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other covered "location" or covered project's general aggregate.

4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Per Location or Per Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE **A** (**SECTION I**), and for all medical expenses caused by accidents under COVERAGE **C** (**SECTION I**), which cannot be attributed only to ongoing operations at a covered "location" or covered project:

1. Any payments made under COVERAGE **A** for damages or under COVERAGE **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Per Location or Per Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per Location or Per Project General Aggregate Limit.

D. For the purposes of this section of this endorsement, "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. If the applicable covered construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of Limits of Insurance (**SECTION III**) not otherwise modified by this endorsement shall continue to apply as stipulated.

XI. ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

WHO IS AN INSURED (**SECTION II**) is amended to include as an additional insured any person or organization who leases to you or manages property you rent or lease, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in connection with that part of the premises leased or rented to you and shown on the Declarations. The following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization who leases to you or manages property you rent or lease.

XII. ADDITIONAL INSUREDS - VENDORS (LIMITED)

The following provision applies only if the policy to which this endorsement is attached provides insurance for "bodily injury" and "property damage" included in the "products-completed operations hazard".

WHO IS AN INSURED (**SECTION II**) is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agree in a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

h. Any failure to maintain the product in a merchantable condition; or

i. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

XIII. ADDITIONAL INSURED - BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

The following paragraph is added to WHO IS AN INSURED (**Section II**):

4. Any person or organization for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The person or organization is an insured only to the extent you are held liable due to:

(1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy subject to the following additional provisions:

(a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;

(b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;

(2) Your ongoing operations for that insured, whether the work is performed by you or for you;

(3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(a) The insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for that state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor, added as an "Insured" by this coverage, does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

(1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to Managers or Lessors of Premises, Vendors, or Mortgagees, Assignees, or Receivers. For Managers or Lessors of Premises, refer to ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES. For Vendors, refer to ADDITIONAL INSURED - VENDORS. For Mortgagees, Assignees or Receivers, refer to ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, OR RECEIVER.

XIV. ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, OR RECEIVER

WHO IS AN INSURED (**Section II**) is amended to include as an insured the person or organization with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

XV. EXTENDED "PROPERTY DAMAGE" - EXPECTED OR INTENDED INJURY

Exclusion **2.a.** of **SECTION I - COVERAGES**, COVERAGE **A** is deleted in its entirety and replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

XVI. PROPERTY DAMAGE - BORROWED EQUIPMENT

A. Paragraph **(4)** of Exclusion **j.** of **SECTION I - COVERAGES**, COVERAGE **A** does not apply to "property damage" to borrowed equipment while that equipment is:

1. Not being used to perform operations; and

2. Away from an insured's premises.

B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

C. **SECTION III - LIMITS OF INSURANCE** is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to borrowed equipment is $10,000 per "occurrence".

XVII. PROPERTY DAMAGE - "CUSTOMERS' GOODS"

A. Paragraphs **(3)**, **(4)**, and **(6)** of Exclusion **j.** of **SECTION I - COVERAGES**, COVERAGE **A** does not apply to "property damage" to "customer's goods" while on your premises.

B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

C. **SECTION III - LIMITS OF INSURANCE** is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to customer's goods is $10,000 per "occurrence".

XVIII. MEDICAL PERSONNEL

The following applies only if no other similar coverage is included on or added to the policy to which this endorsement is attached:

The following is added to **SECTION I - COVERAGES**, COVERAGE **A** - Bodily Injury and Property Damage Liability - Insuring Agreement:

A. We will pay those sums the insured becomes legally obligated to pay as a result of an "occurrence" arising out of your employed registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic performing professional health care services. This applies only to those professional health care services arising out of duties related to the conduct of your business. The registered nurse, licensed practical nurse, certified emergency medical technician or certified paramedic must be your "employee".

B. **SECTION II - WHO IS AN INSURED** is amended to include the above designated "employees" for acts within the scope of their employment by you while performing duties related to the conduct of your business including duties arising out of his or her providing or failure to provide professional health services.

C. **SECTION III - LIMITS OF INSURANCE** is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under Medical Personnel coverage is $100,000 for all professional health services sustained by any one person.

XIX. LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

THIS COVERAGE ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT WITHDRAWAL". THIS COVERAGE DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.

A. The following is added to **Section I - Coverages**:

SECTION I - LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE

1. Insuring Agreement

(a) We will reimburse you for "product withdrawal expense" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in **Section III - Limits of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

(c) We will reimburse "product withdrawal expenses" only if:

(1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;

(2) The expenses are reported to us within one year of the date the expenses were incurred; and

(3) The product that is the subject of the "product withdrawal" was produced after the inception date of this policy or the date this endorsement was added, whichever is earlier.

(d) The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you first announced, in any manner, to the general public, your vendors, or to your employees (other than those directly involved in making the determination) your decision to conduct or participate in a "product withdrawal". This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party; or

(2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

(e) "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

2. Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

(a) Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

(b) Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

(c) Deterioration, Decomposition Or Chemical Transformation

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:

(1) An error in manufacturing, design or processing;

(2) Transportation of "your product"; or

(3) "Product tampering".

(d) Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

(e) Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

(f) Known Defect

A "product withdrawal" initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.

(g) Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage **A** - Bodily Injury and Property Damage Liability by endorsement.

(h) Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

(i) Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

(j) Third Party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

(k) Pollution-Related Expenses

Any loss, cost, or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, "pollutants".

B. For purposes of this endorsement, **Section III - LIMITS OF INSURANCE** is replaced by the following:

SECTION III - LIMITS OF INSURANCE

The most that we will reimburse you for under this coverage is $10,000 regardless of the number of:

(a) Insureds;

(b) "Product withdrawals" initiated; or

(c) Number of "your products" withdrawn.

The $10,000 limit is the most that we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period.

C. For the purposes of this coverage, the **Duties In The Event Of Occurrence, Claim Or Suit Condition** under **Section IV - Conditions** is replaced by the following:

2. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(1) How, when and where the "defect" was discovered;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

b. If a "product withdrawal" is initiated, you must:

(1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

d. You and any other involved insured must:

(1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(2) Authorize us to obtain records and other information; and

(3) Cooperate with us in our investigation of the "product withdrawal".

D. For the purposes of this coverage, the following is added to **Section IV - Conditions**:

Concealment Or Fraud

We will not provide coverage under **Section I** to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or

2. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you under **Section I** of this coverage.

XX. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Item **8.**, Transfer of Rights of Recovery Against Others to Us of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We agree to waive any right of recovery we may have against any person or organization with whom you have agreed by contract prior to an "occurrence" to waive such rights because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". The waiver applies only to the person or organization with whom you have agreed in a contract prior to an "occurrence" to waive such rights.

XXI. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item **2.**, Duties in the Event of Occurrence, Claim or Suit, is amended to include the following:

e. Your obligation to notify us as soon as practicable of an "occurrence", offense, claim or "suit" is satisfied if you send us written notice as soon as practicable after any of your "executive officers", directors, partners, insurance managers or legal representatives becomes aware of or should have become aware of such "occurrence", offense, claim or "suit".

XXII. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

10. Based on our reliance on your representations as to existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of the Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

XXIII. LIBERALIZATION

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

11. If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

XXIV. DEFINITIONS

The following definitions are added:

1. "Customers' goods" mean tangible personal property belonging to your customers and left with you for storage, service or repair. "Customers' goods" do not include:

a. Accounts, bills, currency, deeds, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;

b. Animals;

c. Contraband, or property in the course of illegal transportation or trade;

d. Personal property while airborne or waterborne;

e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;

f. Vehicles or self-propelled machines (including aircraft or watercraft) that are licensed for use on public roads.

This paragraph does not apply to:

(1) Vehicles or self-propelled machines, other than "autos", you hold for sale; or

(2) Rowboats or canoes out of water at the described premises;

g. The following property while outside of buildings:

(1) Grain, hay, straw or other crops;

(2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than trees, shrubs or plants held for sale).

2. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

3. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

   When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

   For purposes of this insurance, electronic data is not tangible property.

   As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and application software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. "Product withdrawal" means the recall or withdrawal:

   a. From the market; or

   b. From use by any other person or organization;

   of "your products" or products which contain "your products", because of known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

   For purposes of this insurance, electronic data is not tangible property.

   As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, or any other media which are used with electronically controlled equipment.

5. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

   a. Costs of notification;

   b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;

   c. Costs of overtime paid to your regular non-salary employees and costs incurred by your employees, including costs of transportation and accommodations;

   d. Costs of computer time;

   e. Costs of hiring independent contractors and other temporary employees;

   f. Costs of transportation, shipping or packaging;

   g. Costs of warehouse or storage space; or

   h. Costs of proper disposal of "your products" or products that contain "your products" that can not be reused, not exceeding your purchase price or your cost to produce the products.

6. "Profit" means the positive gain from business operation after subtracting for all expenses.

All other terms and conditions remain the same.

MGL232 (04/07)

Articles of Incorporation
For
Laureate Training Centers, Inc.

We, the undersigned, as proper persons acting as incorporators of a corporation under the laws of the State of Georgia, adopt the following articles of incorporation:

Article I

The name of the corporation is Laureate Training Centers, Inc.

Article II

The period of its duration is, Until Dissolved

Article III

The aggregate number of authorized shares is (1,000) one thousand.

Article IV

The Corporation will not commence business until It has received at least (5,000.00) five thousand dollars as consideration for issuance of shares.

Article V

The address of the initial registered office of the corporation is 105 Commerce Drive,SuiteE, Fayetteville, Georgia 30214. The name of its initial registered agent is Carla B. Jones.

Article VI

Address of the principal place of business is 105 Commerce Drive, Suite E, Fayetteville, Georgia, 30214

Article VII

The number of director(s) constituting the initial board of directors is (2) two.

The names and address of the person(s) who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

Carla B. Jones 594 Briar Hill Lane, Riverdale, Georgia 30274
Marquita Young 594 Briar Hill Lane, Riverdale, Georgia 30274

SECRETARY OF STATE

2004 AUG 17 P 12:09

CORPORATIONS DIVISION

Article VIII

The name and address of each incorporator is:
Carla B. Jones 594 Briar Hill Lane, Riverdale, Georgia 30274
Shirley Armour 2392 Deer Pass Way , Decatur, Georgia 30032

Article VIIII

The Principal mailing address of the corporation is:
105 Commerce Drive, Suite E, Fayetteville, Georgia 30214

IN WITNESS WHEREOF, The undersigned has executed these Articles of Incorporation.

This 26 day of May, 2004

Lorene Patrick President

Carla B. Jones Vice President

LAUREATE TUTORIAL TASK FORCE, INC.
115 Commerce Drive, Suite E
Fayetteville, Georgia 30214
Program Policies and Procedures

2.1 Parent/student complaint policy and procedure
Laureate Tutorial Task Force's complaint policy is for all Parents/LEA/Students to report all concern's to Laureate Tutorial Task Force Site Program Coordinator's.

2.2 Student discipline policy and procedure
Parent encourage your child to attend and participate in their tutorial sessions or the SES Program Coordinator will schedule a parent conference.

2.3 Student Attendance Policy
Students are expected to be in tutorials every session. Parents/Guardians are expected to contact their child's tutor, an inform the tutor of all pre-arranged appointments. All absences will require a written note from Parent to Provider signed and dated. Three unexcused absences, will be reported to LEA and possible removal from services.

2.4 Substitute Teacher's Policy
Laureate Tutorial Task Force is authorized to retain substitute teachers. Substitute teachers shall, prior to employment as a substitute teacher, complete a training program satisfactory to the school district. This training requirement may be waived for retired teachers or other individuals who have satisfactorily completed a teacher program, which includes student teaching. Substitute teachers are employed at the of the SES Program Coordinator, and does not have an expectation of continued employment.

2.5 Compliance with Health and Safety laws
Laureate Tutorial Task Force's Child Abuse Protocol is as follows:
Tutor and or staff who suspects child abuse should immediately notify the Site Coordinator .Tutors and staff will need to document their suspicions of child abuse in writing and give to the Site Coordinator. The Site Coordinator should immediately cause a report to be made to the Laureate's Program Manager.

The report should contain:
1. The names and addresses of the child and the parent/guardian, if known
2. the child's age
3. the nature and extent of suspected abuse/neglect
4. any other information that the Counselor or Principal believes would be helpful

This brief report should be given immediately to the Program Manager, to make the appropriate call to notify DFACS.

Accident & Incident Reporting Procedures

2.5a Laureate Tutorial Task Force complies with all applicable federal, state and local Health and civil rights laws and makes all necessary documentation available to the LEA (i.e., health inspections, fire marshal inspections, etc.). Laureate complies with the Georgia **"Mandated Reporter law"** all child abuse is reported in accordance with O.C.G.A. 19-7-5 reports are made to DFACS. Laureate has on file a copy of Provider's child abuse reporting procedures.

2.5b All tutorial services provided in home must be accompanied by a parent or guardian, and a consent form to provide services signed .

2.5c **Emergency Evacuation Plans for severe weather, building evacuations, unforeseen circumstances, cancellation of sessions, students left in facilities, and use of computers or other electronic devices during severe weather conditions.**

2.5c **cont.** Laureate Tutorial Task Force has established guidelines for a safe and orderly evacuation process, should the need ever arise to evacuate our building, or any part thereof. If the child is being tutored in the school we reserve the right to use the schools evacuation plan. If services are provided in home the evacuation plan established by the parent/guardian will be followed.

All unforeseen circumstances will be reported to the Parental Involvement Specialist at the child's school, all alternate #'s called, all emergency contacts notified to secure a favorable outcome for the student.

Any student left in a facility after session, will have their tutor notified of incident and a written explanation of incident recorded and placed in students file, a written warning placed in the tutors' employment file and a investigation of occurrence, depending on outcome more severe action will be taken. **Manual deliverance of instruction will be given during in climate weather.**

2.6 Laureate Tutorial Task Force has on file **Policies and Procedures that ensure compliance with civil rights protection for both employees and students.**

2.7 **Laureate Tutorial Task Force Criminal Background Check Policy**

Laureate, performs **NATIONWIDE** background checks on all employees involved with children and reserves the right to hire based on outcome of criminal background check .

2.8 **Instructional Materials**

It is the policy of Laureate Tutorial Task Force, Inc. to ensure that all instructional content is non-religious, un-biased, not guided by beliefs of doctrines, and free from all religious or ideological artifacts. Program board members will be responsible for reviewing and approving all aspects of program instruction to guarantee policy compliance.

2.9 **Parental Concerns and Provider access**

1st- Please direct all concerns to your Site Coordinator

2nd-Contact Laureate Tutorial Task Force, Inc. @ 770-719-5445 or fax 770-719-1237

2.10 **Policies regarding personnel ethical behavior:**

1. Conduct business honestly, openly and with integrity at all times.
2. Refrain from publicly criticizing or disparaging other providers.
3. Attempt resolution directly with each other in case of any conflict.
4. Avoid compensating school district employees personally in exchange for access to facilities to obtain student lists.
5. Avoid monopolizing service delivery within schools.
6. Avoid offering incentives for enrollment to students or parents.
7. Make sure all district employees adhere to district rules.
8. Use discretion if providing incentives for enrolled students.

2.11 **Tutor termination of service clause:**

If the undersigned, hereto referred ton as "tutor," shall determine that he/she would no longer prefer to be employed by Laureate Tutorial Task Force for any reason," tutor" must submit a 2 weeks written notice to the Program Coordinator. If tutor does not submit this notice, or does not submit the notice within a 2-week time frame, tutor forfeits any money owed up until the last day worked .

2.12 Laureate Tutorial Task Force will only tutor in the areas described in the SES State Application, **NO HOMEWORK** assistant will be given to students during services.

2.13 Laureate Tutorial Task Force will only tutor in (2) hour intervals and a minimum of (2) days per week. Parent may also receive a minimum of (3) hours on Saturdays.

2.14 Only the curriculum in the State Approved Application can be use to provide SES tutorial services. **ABSOLUTELY NO EXCEPTIONS**

SES Tutor_____Date_____

Parent_____Date _____

Student_____Date _____

RECEIVED AUG 05 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 5th day of August 2010, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Communities In Schools of Gadsden
Contact Address: 216 North Adams Street
City, Zip, State: Quincy, Florida 32351

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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

2. CHILD ABUSE REPORTING

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

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT.

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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*.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly ☐	Monthly X
To the school	Weekly ☐	Monthly X
To the DISTRICT	Monthly X	

Sessions per Week:_____ # Sessions per Month: 12

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

Online ☐ One-on-One ☐

Small Group X Maximum number of students per tutor 5

Time/Day of Sessions: 3:00 P.M. to 6:30 P.M.

Location of Sessions: *Check all that apply.*

X School campus X Provider facility ☐ Faith-based center
X 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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 55.00 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. *This*

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

Initials _____

F. 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.

G. 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 or 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 Gadsden County, Florida.

10. DISPUTES

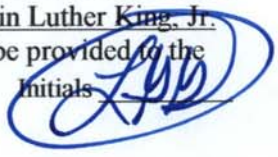
Dispute between DISTRICT and PROVIDER concerning the meaning, requirements or performance of this Contract shall be submitted in writing and delivered in person or by certified mail to Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

LaTrenda Gainous-Goldwire, Executive Director 8/5/10
Provider Authorized Representative: Name / Title / Signature / Date

Communities In Schools of Gadsden
Name of Supplemental Educational Service Provider:

216 North Adams Street
Address

Quincy, Florida 32351
City / State / Zip Code

(850) 694-2456
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

Initials LGG

COMMON POLICY DECLARATIONS

Colony Insurance Company
8720 Stony Point Parkway, Suite 300
Richmond, VA 23235

Underwritten By Colony Management Services, Inc.

POLICY NUMBER
GL 3836550
RENEWAL OF
GL3731312
PDQ CODE
A93

1. NAMED INSURED and MAILING ADDRESS:
COMMUNITIES IN SCHOOLS OF GADSDEN, INC.
~~35 MLK BLVD~~. Allow Adams St.
QUINCY FL 32351

PRODUCER: 09016
Southern Cross Underwriters
14310 N. Dale Mabry, Suite 301
Tampa, FL 33618

2. POLICY PERIOD: From 01/23/2010 to 01/23/2011 12:01 A.M. Standard Time at your Mailing Address above.
IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	PREMIUM
Commercial General Liability	$ 850.00
Liquor Liability	$ NOT COVERED
Commercial Property	$ NOT COVERED
Commercial Crime	$ NOT COVERED
Commercial Inland Marine	$ NOT COVERED
Commercial Farm and Ranch	$ NOT COVERED
Owners And Contractors Protective	$ NOT COVERED
Coverage for Certified Acts of Terrorism Rejected; Exclusion Attached. (Per Policyholder Disclosure TRIA2002Notice attached.)	$ NOT COVERED
TOTAL	$ 850.00
	$
INSPECTION FEE	$ 150.00
POLICY FEE	$ 35.00
TAX	$ 51.75
FLORIDA STAMPING FEE	$ 1.04
FL HCFF	$ 10.35
	$
	$
	$

Surplus Lines Agent	JAMES LEE DELMOLINO
Address	14310 N. Dale Mabry Hwy., Suite 301
	Tampa, Florida 33618
License No.	A065437
Producing Agent	JOHN PAT THOMAS
Agent's Address	1821 W. JEFFERSON STREET
City/State	QUINCY, FL 32351

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY THE SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Total Policy Premium: $ 1,098.14

Premium shown is payable at inception.

4. FORMS APPLICABLE TO ALL COVERAGE PARTS:
See Schedule of Forms and Endorsements - U001

5. BUSINESS DESCRIPTION: SCHOOL PROGRAM

NO FLAT CANCELLATIONS

Countersigned: 01/27/10
Date

By: James L Delmolino
Authorized Representative

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DCJ6550 (07/05)

Insured

RECEIVED JUL 29 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 26th day of July, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Direct Link, LLC
Contact Address: 224 Black Springs Lane
City, Zip, State: Winter Garden, FL 34787

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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

2. CHILD ABUSE REPORTING

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

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.



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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly ☑	Monthly ☐
To the school	Weekly ☐	Monthly ☑
To the DISTRICT	Monthly **X**	

Sessions per Week: 1 # Sessions per Month: 4

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

Online ☐ One-on-One ☑

Small Group ☑ Maximum number of students per tutor 5

Time/Day of Sessions:
Saturday = 9:00-11:00 M-Friday + Saturday 3:30-5:30

Location of Sessions: *Check all that apply.*

- ☑ School campus
- ☑ Community-based center
- ☐ Child Care Center
- ☐ Student's home with tutor present
- ☐ Provider facility
- ☐ Student's home (on-line or computer-based)
- ☑ Public site such as public library
- ☑ Faith-based center

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

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of _____ not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

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

Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS
PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010**.

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Mia Thomas-Young CEO Mia Young 7/26/10
Provider Authorized Representative: Name / Title / Signature / Date

Direct Link LLC
Name of Supplemental Educational Service Provider:

224 Black Springs Lane
Address

Winter Garden, FL 34787
City / State / Zip Code

850-264-9694 20-3691773
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

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JN
DIREC-2

DATE (MM/DD/YYYY)
07/23/10

PRODUCER

Intermarket Insurance Agcy Inc
205 E Main Street, Suite 3-4
Huntington NY 11743
Phone: 631-421-2424 Fax: 631-421-2004

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Direct Link, LLC
224 Black Springs Lane
Winter Garden FL 34787

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Markel Insurance Company	
INSURER B:	The Hartford Insurance Company	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC	3602CC341982-0	07/07/10	07/07/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 1000000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	12WECZY3643	07/07/10	07/07/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500000 $ 500000 $ 500000
A		OTHER Prof Liability	3602CC341982-0	07/07/10	07/07/11	Act/Agg	$1Mil/$2Mil
A		Abuse/Molestation	3602CC341982-0	07/07/10	07/07/11	PP/Agg	$1Mil/$1Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is included as an additional insured, as required by written contract or agreement.

CERTIFICATE HOLDER

GADSDEN

Gadsden County
School Board
35 Martin Luther King Jr. Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/26/2010

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
K. Shawn Keiling & Assoc., Inc. 614 W. Michigan St. Orlando, Fl 32805	**INSURERS AFFORDING COVERAGE**	**NAIC #**
INSURED	INSURER A: Allstate	
Direct Link LLC 224 Black Springs Lane Winter Garden, FL 34787	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
		☐ _____				PERSONAL & ADV INJURY	$
		☐ _____				GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		☐ POLICY ☐ PROJECT ☐ LOC					
A		**AUTOMOBILE LIABILITY**	048980734	07/13/2010	07/13/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
		☐ ANY AUTO				BODILY INJURY (Per person)	$
		☑ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		☑ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☑ HIRED AUTOS					
		☑ NON-OWNED AUTOS					
		☐ _____					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATON AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The school Board of Gasden County is hereby added as an additional insured.

CERTIFICATE HOLDER

The School Board of Gadsen County
35 Martin Luther King
Quincy, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TOO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANYKIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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RECEIVED JUL 27 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: AMN Group LLC dba Tabula Rasa Tutoring
Contact Address: P.O. Box 941053
City, Zip, State: Maitland, FL 32794

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, 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.

Initials _____

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

Initials _____

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/or bonuses for recruiting students for the PROVIDER.

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

Initials _____

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

   PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents Weekly ☐ Monthly ☑

To the school Weekly ☐ Monthly ☑

To the DISTRICT Monthly **X**

Sessions per Week: 1-4 # Sessions per Month: 4-16

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

Online ☐ One-on-One ☑

Small Group ☑ Maximum number of students per tutor 10

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of _____ not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Andrea Nelson, Director of Special Programs July 10, 2010
Provider Authorized Representative: Name / Title / Signature / Date

AMN Group LLC dba Tabula Rasa Tutoring
Name of Supplemental Educational Service Provider:

P.O. Box 941053
Address

Maitland, FL 32794
City / State / Zip Code

321-972-4640 / 26-3417802
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

CERTIFICATE OF LIABILITY INSURANCE

OP ID IA

DATE (MM/DD/YYYY) 07/20/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Black Bear Insurance Agency
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Longwood FL 32779
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PRODUCER CUSTOMER ID #: AMNGR-1

INSURED

AMN Group, LLC dba
Tabula Rasa Tutoring
P.O. Box 941053
Maitland FL 32794

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	15580
INSURER B : Southern Insurance Company	19216
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Errors & Omission GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		CPS1242222	07/24/10	07/24/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SIC0012897-01	07/24/10	07/24/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder named as Additional Insured with regard to General Liability.

CERTIFICATE HOLDER

The School Board of
Gadsden County Florida
35 Martin Luther King Jr. Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ivonne Acobe

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The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, 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

Initials LPP

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly ☐	Monthly ☒
To the school	Weekly ☐	Monthly ☒
To the DISTRICT	Monthly X	

Sessions per Week: 6 # Sessions per Month: 20

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

Online ☐ One-on-One ☒

Small Group ☒ Maximum number of students per tutor 8

Time/Day of Sessions:
TBA upon meeting with parents for 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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 60.00 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

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

Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS
PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Lyshica P. Parker/President/Lyshica P. Parker/08/01/2010
Provider Authorized Representative: Name / Title / Signature / Date

H.I.G.H.E.R. Tutorial Services, inc.
Name of Supplemental Educational Service Provider:

174 Fifth Avenue Suite. 402
Address

New York/New York/10010
City / State / Zip Code

(212)924-9055/74-3111573
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

Client#: 21552 HIGHETUT

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/25/2010

PRODUCER
Cypress Insurance Group BO-CL
P.O. Drawer 9328
Fort Lauderdale, FL 33310-9328
954 771-0300

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
H.I.G.H.E.R. Tutorial Services, Inc.
C/o Accounting & Finance Dept.
174 Fifth Avenue, Suite 402
New York, NY 10010

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Markel Insurance Company	
INSURER B: Everest National Ins. Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	3602CC321725	02/06/10	02/06/11	EACH OCCURRENCE	$1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$2,000,000
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$1,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2700013700091	07/23/09	07/23/10	X WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Miscellaneous Coverage - Business Automobile - Pol.# 3602CC321725

Form Information

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Roger B. Bond

ACORD 25 (2001/08) 1 of 3 #S88124/M88123 JS © ACORD CORPORATION 1988

RECEIVED AUG 02 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 27th day of July, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: BOYS & GIRLS CLUBS OF THE BIG BEND
Contact Address: 306 LAURA LEE AVENUE
City, Zip, State: TALLAHASSEE, FLORIDA 32301

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

Initials _____

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/or bonuses for recruiting students for the PROVIDER.

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, 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

Initials

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Initials _____

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

Initials _____

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly ☐	Monthly ☑
To the school	Weekly ☐	Monthly ☑
To the DISTRICT	Monthly **X**	

Sessions per Week: 3-5 # Sessions per Month: 15-20

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

Online ☑ One-on-One ☑

Small Group ☑ Maximum number of students per tutor 10

Time/Day of Sessions: Immediately after school @ site

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $50 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Samuel M. Strait Board Chair/CEO 7/27/10
Provider Authorized Representative: Name / Title / Signature / Date

Boys & Girls Club of the Big Bend
Name of Supplemental Educational Service Provider:

306 Laura Lee Ave
Address

Tallahassee / Fl. / 32301
City / State / Zip Code

8506568100 / 59-3076558
Phone Number / Tax Identification Number:

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

Zandra Gilley / Director Of Operations 306 Laura Lee Ave Tallahassee, Fl.
Name / Title Address

7/28/10 850656-8100 Tallahassee / Fl. / 32301
Date / Phone Number City / State / Zip code

Initials _____

CERTIFICATE OF LIABILITY INSURANCE

OP ID JL

DATE (MM/DD/YYYY) 02/12/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of FL , Inc. &
Shapiro Insurance
P.O. Box 13769
Tallahassee FL 32317
Phone:850-656-3747 Fax:850-656-4065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: BOYS&-1

INSURED
Boys & Girls Clubs of the Big Bend, Inc.
306 Laura Lee Avenue
Tallahassee FL 32301

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		NCPKG0099701	10/30/09	10/30/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 3000000 $ 1000000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NCAUT0099701	10/30/09	10/30/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
The certificate holder is listed as an additional insured for general liability.

CERTIFICATE HOLDER

GADSDCO

Gadsden County School Board
35 Martin Luther King Jr. Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RECEIVED AUG 05 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Club Z! In-Home Tutoring Services, Inc.
Contact Address: 15310 Amberly Dr. Ste. 110
City, Zip, State: Tampa, FL 33647

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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



PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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

2. CHILD ABUSE REPORTING

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

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.



Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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*.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly ☐	Monthly ☑
To the school	Weekly ☐	Monthly ☑
To the DISTRICT	Monthly **X**	

Sessions per Week: 1-3 # Sessions per Month: 4-12

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

Online ☐ One-on-One ☑

Small Group ☑ Maximum number of students per tutor 5

Time/Day of Sessions:
afterschool, evenings, or weekends

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $65 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Jacqyelyn Jamota, Assistant Director 8/3/10
Provider Authorized Representative: Name / Title / Signature / Date

Club 21 In-Home Tutoring Services, Inc.
Name of Supplemental Educational Service Provider:

15310 Amberly Dr. Ste. 110
Address

Tampa, FL 33647
City / State / Zip Code

888-434-2582 65-1262940
Phone Number / Tax Identification Number:

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

Todd Walden, Director 15310 Amberly Dr. Ste. 110
Name / Title Address

8/3/10 888-434-2582 Tampa, FL 33647
Date / Phone Number City / State / Zip code

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/11/2010

PRODUCER (813)949-8636 FAX: (813)909-8743
Paragon Risk Management
203 Crystal Grove Blvd
Lutz FL 33549

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
CLUB Z! IN HOME TUTORING SERVICES, INC.
15310 AMBERLY DR STE 185
TAMPA FL 33647

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American States Ins Co	19704
INSURER B: Associated Intl Ins. Co.	27189
INSURER C: Lloyds of London	NA
INSURER D: Mt Vernon Fire Ins Co	26522
INSURER E: Old Republic	40444

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR Deductible 0 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	01CH67443430	10/15/2009	10/15/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS X comp 500 X coll 500	01CH94033530	5/5/2010	5/5/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	CUBW2807409	8/28/2009	10/15/2010	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
C		OTHER Sexual Abuse & Mole	446814	8/29/2009	8/29/2010	Ded 5,000	1,000,000
D		Professional Liab	SP2007732	10/15/2009	10/15/2010	Ded 1,000	3,000,000
E		Fidelity Bond	OBS-567927	8/22/2009	8/22/2010		325,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents shall be listed as additional insured under the general liability policy

CERTIFICATE HOLDER

The School Board of Gadsden County, Flori
35 Martin Luther King, Jr. Blv
Quincy, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Nathan Jensen/JEANS

ACORD 25 (2009/01)
INS025 (200901)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The School Board of Gadsden County, Florida

ADDITIONAL INSURED – BY WRITTEN CONTRACT, AGREEMENT OR PERMIT, OR SCHEDULE

The following paragraph is added to WHO IS AN INSURED (Section II):

4. Any person or organization shown in the Schedule or for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:
   a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".
   b. The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:
      (1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy, subject to the following additional provisions:
         (a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;
         (b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization added as an insured;
      (2) Your ongoing operations for that insured, whether the work is performed by you or for you;
      (3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:
         (a) This insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

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(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor added as an insured by this endorsement does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

NON-OWNED WATERCRAFT AND NON-OWNED AIRCRAFT LIABILITY

Exclusion **g.** of COVERAGE A (Section I) is replaced by the following:

g. "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) the operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

(6) An aircraft you do not own provided it is not operated by any insured.

TENANTS' PROPERTY DAMAGE LIABILITY

When a Damage To Premises Rented To You Limit is shown in the Declarations, Exclusion **j.** of Coverage A, Section I is replaced by the following:

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or

4323X

any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

Paragraph **6.** of LIMITS OF INSURANCE (Section III) is replaced by the following:

6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

The Damage To Premises Rented To You limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

WHO IS AN INSURED – MANAGERS

The following is added to Paragraph **2.a.** of WHO IS AN INSURED (Section **II**):

Paragraph **(1)** does not apply to executive officers, or to managers at the supervisory level or above.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B – BAIL BONDS – TIME OFF FROM WORK

Paragraph **1.b.** of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is replaced by the following:

b. Up to $3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

Paragraph **1.d.** of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

EMPLOYEES AS INSUREDS – HEALTH CARE SERVICES

Provision **2.a.(1)(d)** of WHO IS AN INSURED (Section II) is deleted, unless excluded by separate endorsement.

EXTENDED COVERAGE FOR NEWLY ACQUIRED ORGANIZATIONS

Provision **3.a.** of WHO IS AN INSURED (Section II) is replaced by the following:

a. Coverage under this provision is afforded only until the end of the policy period.

EXTENDED "PROPERTY DAMAGE"

Exclusion **a.** of COVERAGE A (Section I) is replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

EXTENDED DEFINITION OF BODILY INJURY

Paragraph **3.** of DEFINITIONS (Section V) is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

TRANSFER OF RIGHTS OF RECOVERY

The following is added to Paragraph **8.** Transfer Of Rights Of Recovery Against Others To Us of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

We waive any rights of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to a person or organization for whom you are required by written contract, agreement or permit to waive these rights of recovery.

AGGREGATE LIMITS OF INSURANCE — PER LOCATION

For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (Section I), and for all medical expenses caused by accidents under COVERAGE C (Section I), which can be attributed only to operations at a single "location":

Paragraphs **2.a.** and **2.b.** of Limits of Insurance (Section III) apply separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway, or right-of-way of a railroad.

INCREASED MEDICAL EXPENSE LIMIT

The Medical Expense Limit is amended to $10,000.

KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

Knowledge of an "occurrence", claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following is added to Paragraph **6.** Representations of COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

LIBERALIZATION CLAUSE

The following paragraph is added to COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

10. If a revision to this Coverage Part, which would provide more coverage with no additional premium, becomes effective during the policy period in the state shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

4324X

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

EML R022 | DATE 07-22-2010

PRODUCER

AUTOMATIC DATA PROCESSING INS AGCY
250717 P:(877)287-1316 F:(888)443-6112
PO BOX 33015
SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

CLUB Z IN HOME TUTORING SERVICES INC
15310 AMBERLY DR STE 185
TAMPA FL 33647

INSURERS AFFORDING COVERAGE

INSURER A: Twin City Fire Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO				BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
						$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	76 WEG LR0801	04/25/10	04/25/11	X WC STATU-TORY LIMITS ☐ OTH-ER	
					E.L. EACH ACCIDENT	$1,000,000
					E.L. DISEASE - EA EMPLOYEE	$1,000,000
					E.L. DISEASE - POLICY LIMIT	$1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER ☐ ADDITIONAL INSURED; INSURER LETTER: ___

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

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E-MAILED AUG 05 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 5th day of August 2010, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: People Builder, LLC dba The Potter's House Early Learning Center
Contact Address: P. O. Box 71
City, Zip, State: Quincy, FL 32353

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

   PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT.

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly ☐	Monthly ☑
To the school	Weekly ☐	Monthly ☑
To the DISTRICT	Monthly **X**	

Sessions per Week: 2-5 # Sessions per Month: 8-20

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

Online ☐ One-on-One ☑

Small Group ☐ Maximum number of students per tutor 10

Time/Day of Sessions:
Immeadiately after school at the site; Saturdays approximately 9am-12 pm with possible closures (ie, Christmas) game days and holidays)

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $50 or $70 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010**.

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Marixcia Chrishon, CEO/Director 8/5/2010
Provider Authorized Representative: Name / Title / Signature / Date

People Builder, LLC dba The Potter's House Early Learning Center
Name of Supplemental Educational Service Provider:

P.O. Box 71
Address

Quincy, FL, 32353
City / State / Zip Code

(850) 273-2028 / 27-0849032
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

CERTIFICATE OF LIABILITY INSURANCE

OP ID CM

DATE (MM/DD/YYYY) 08/04/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:
Financial Insurance Brokers 2555 Ponce De Leon Blvd. # 200 Coral Gables FL 33134 Phone:305-441-9932 Fax:305-441-8632	PHONE (A/C, No, Ext): FAX (A/C, No):
	E-MAIL ADDRESS:
	PRODUCER CUSTOMER ID #: PEOPL-1

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
People Builder P.O. Box 71 Quincy FL 32353	INSURER A : The Hartford Insurance Co.	
	INSURER B : Mount Vernon Fire Ins. Co.	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			CL2368648	09/23/09	09/23/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 1000000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			12 WEC ZY6076	07/22/10	07/22/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
B	Professional Liab			CL2368648	09/23/09	09/23/10	Each Occ Gen Agg	1000000 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
School Board of Gadsen County is listed as additional insured.
30 day written notice of cancellation is provided to certificate holder.
General & Professional Liability deductible: $0

CERTIFICATE HOLDER

GADSENC

School Board of Gadsen County
35 Martin Luther King Jr Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMERCIAL LIABILITY POLICY

NEW / Renewal of Number

ORIGINAL

United States Liability Insurance Group

190 South Warner Road
Wayne, PA 19087

POLICY DECLARATIONS
CL2368648

- ☐ United States Liability Insurance Company
- ☑ Mount Vernon Fire Insurance Company
- ☐ U.S. Underwriters Insurance Company

Named Insured **PEOPLE BUILDER, LLC; THE POTTER'S HOUSE EARLY LEARNING CENTER**
Address **C/O MARIXCIA CHRISHON**
P.O. BOX 71
QUINCY, FL 32353

Policy Period From 09/23/2009 To 09/23/2010
Form Of Business LLC
Business Description Mentoring Program

12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A LIMIT OF INSURANCE IS INDICATED.

Coverage Part	Limits Of Insurance	Premium
Commercial General Liability		$500.00
Each Occurrence Limit	$1,000,000	
Personal & Advertising Injury Limit (Any One Person/Organization)	$1,000,000	
Medical Expense Limit (Any One Person)	$5,000	
Damage To Premises Rented To You (Any One Premises)	$50,000	
Products/Completed Operations Aggregate Limit	Included With General Aggregate	
General Aggregate Limit	$2,000,000	
Liquor Liability		$0.00
Each Common Cause Limit	Not Covered	
Aggregate Limit	Not Covered	
Professional Liability (Updated see Certificate of Liability Insurance)		$0.00
Each Claim	Not Covered	
Aggregate Limit	Not Covered	
Other		$0.00
Total Advance Premium For This Policy (This Premium may be subject to adjustment.)		$500.00 Minimum Premium

Location Of All Premises You Own, Rent, Or Occupy: **See CL-170 Extension of Declarations**

PREMIUM COMPUTATION

Location Territory	Classification	Code No.	Premium Basis	Rate Pr/Co	Rate All Other	Advance Premium Pr/Co	Advance Premium All Other
See CL-170 Extension of Declarations							

Coverage Form(s)/Part(s) and Endorsement(s) made a part of this policy at time of issue: **See Endorsement EOD (01/95)**

Agent **B. JONES & ASSOCIATES, INC. (GA)**
Broker **Hinson Insurance Agency**

Issued Date: **09/24/2009**

Policy Premium	**$500.00**
Wholesaler Broker Fee	**$35.00**
Surplus Lines Tax	**$26.75**
FL CAT Fund Assess	**$5.35**
Service Fee	**$0.54**
Total	**$567.64**

By Thomas P. Kenney
Authorized Representative

CLD (4/2000)

COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS

Policy Number: **CL2368648** Effective Date: 09/23/2009

LOCATION OF PREMISES

Location of All Premises You Own, Rent or Occupy:

1) 335 S. Maple Street, Chattahoochee, FL 32324

PREMIUM

Location Territory	Classification	Code No.	Premium Basis	Rate Pr/Co	Rate All Other	Advance Premium Pr/Co	Advance Premium All Other
1 006	Schools	67512	A) 1000	Incl	142.342	Incl	$300 MP
1 006	Child Molestation Liability	41799	T) 1	N/A	0.000	N/A	Incl
1 006	Additional Insured - Manager or Lessor	49950					$100
1 006	Additional Insured - Designated Person	49950					$100

Extension of Declarations-Total Advance Premium **$500**

NUMBER: **CL2368648**

COMMERCIAL GENERAL LIABILITY
CG 20 11 01 96

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation Of Premises (Part Leased To You): 335 S. Maple Street, Chattahoochee, FL 32324
2. Name Of Person Or Organization (Additional Insured): School Board of Gadsden County, Florida
   35 Martin Luther King, Jr. Blvd.
   Quincy, FL 32351
3. Additional Premium: $100

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

Copyright, Insurance Services Office, Inc., 1994

76 (Policy Provisions WC 00 00 00 A)
60
ZY **INFORMATION PAGE**
WEC **WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY**

INSURER TWIN CITY FIRE INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CONNECTICUT 06115

NCCI Company Number 14974
Company Code 7

THE HARTFORD

*3500112ZY60760101 06158

	Suffix LARS	RENEWAL
POLICY NUMBER	12 WEC ZY6076	00
Previous Policy Number	NEW	

HOUSING CODE DW

1 **Named Insured and Mailing Address** PEOPLE BUILDER
(No , Street, Town, State, Zip Code)

P O BOX 71
QUINCY, FL 32353

FEIN Number 270849032
State Identification Number(s)
UIN

The Named Insured is CORPORATION
Business of Named Insured SCHOOL - COMMERCIAL NOC FOR PR
Other workplaces not shown above 590 BARRINGTON RD
MONTICELLO FL 32344

2 **Policy Period** **From** 07/22/10 **To** 07/22/11
12 01 a m , Standard time at the insured's mailing address

Producer's Name C M S, LLC/PHS

301 WOODS PARK DRIVE
CLINTON, NY 13323

Producer's Code 127496
Issuing Office THE HARTFORD
301 WOODS PARK DRIVE
CLINTON NY 13323
(866) 467-8730

Total Estimated Annual Premium $415
Deposit Premium N/A
Policy Minimum Premium $304 FL (INCLUDES INCREASED LIMIT MIN PREM)

Audit Period ANNUAL **Installment Term**

The policy is not binding unless countersigned by our authorized representative

Countersigned by _____
Authorized Representative Date

Form WC 00 00 01 A **(1)** Printed in U S A
Process Date 07/23/10

Page 1 (Continued on next page)
Policy Expiration Date 07/22/11

ORIGINAL

INFORMATION PAGE (Continued)

Policy Number 12 WEC ZY6076

3 A Workers Compensation Insurance Part one of the policy applies to the Workers Compensation Law of the states listed here FL

B Employers Liability Insurance Part Two of the policy applies to work in each state listed in Item 3 A The limits of our liability under Part Two are

Bodily injury by Accident	$1,000,000	**each accident**
Bodily injury by Disease	$1,000,000	**policy limit**
Bodily injury by Disease	$1,000,000	**each employee**

C Other States Insurance Part Three of the policy applies to the states, if any , listed here

ALL STATES EXCEPT ND, OH, WA, WY, AND
STATES DESIGNATED IN ITEM 3 A OF THE INFORMATION PAGE

D This policy includes these endorsements and schedule
WC 09 04 03A WC 00 04 14 WC 00 04 19 WC 09 03 03 WC 09 06 06

4 The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans All information required below is subject to verification and change by audit

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per $100 of Remuneration	Estimated Annual Premium
8868 SCHOOL - PROFESSIONAL EMPLOYEES & CLERICAL	35,000	38	133
INCREASED LIMITS PART TWO (9812) 1 40 PERCENT			2
TO EQUAL INCREASED LIMITS MINIMUM PREMIUM (9848)			73
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			208
EXPENSE CONSTANT (0900)			200
TERRORISM (9740)	35,000	020	7
TOTAL ESTIMATED ANNUAL PREMIUM			415

Total Estimated Annual Premium $415
Deposit Premium N/A
Policy Minimum Premium $304 FL (INCLUDES INCREASED LIMIT MIN PREM)

Interstate/Intrastate Identification Number

Labor Contractors Policy Number

NAICS 611699
SIC 8299
UIN
NO OF EMP 000003

Form WC 00 00 01 A **(1)** Printed in U S A
Process Date 07/23/10

*3500112ZY60760101 06159

SUPPLEMENTAL EDUCATIONAL SERVICES (SES):

ACCIDENT/INCIDENT /HEALTH RELATED OBSERVATION POLICY

AND TREATMENT WAIVER

If a child has a minor accident, an approved staff member in charge will administer the basic First Aid treatment as needed. The teacher/tutor will complete an Accident/Incident Report. The Director must be immediately notified of all incidents and accidents by staff and volunteers. However, if a child has a major accident or incident which includes child abuse or molestation an Accident/Incident Report Form will be filled out to include the following protocol: Upon notification to the Director, the Director 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 School District.

If possible the parent should sign the form and a copy given. In the event a child incurs a serious injury while at school we will contact the parents and any applicable agency as necessary.

The Incident/ Accident Form is also to be used for incidents in and outside the classroom for behavior and health observation as related to our Communicable Disease and Observation Policy. This policy authorizes all medical and surgical treatment, X-ray, laboratory, anesthesia, and other medical and/or hospital procedures as may be performed or prescribed by the attending physician and/or paramedics for your child and waives your right to informed consent of treatment. This waiver applies only in the event that neither parent/guardian can be reached in the case of an emergency.

EMERGENCY MEDICAL PLAN

If a child needs immediate medical assistance a staff member will call 911. If possible, we will request the child be taken to Tallahassee Memorial Hospital. However, the final decision will be made by the paramedics.

2010 LIMITED LIABILITY COMPANY ANNUAL REPORT

FILED
Apr 26, 2010
Secretary of State

DOCUMENT# L08000062389

Entity Name: PEOPLE BUILDER, LLC

Current Principal Place of Business:

590 BARRINGTON ROAD
MONTICELLO, FL 32344

New Principal Place of Business:

Current Mailing Address:

590 BARRINGTON ROAD
MONTICELLO, FL 32344

New Mailing Address:

P.O. BOX 71
QUINCY, FL 32353

FEI Number: **FEI Number Applied For (X)** **FEI Number Not Applicable ( )** **Certificate of Status Desired ( )**

Name and Address of Current Registered Agent:

CHRISHON, MARIXCIA W
590 BARRINGTON ROAD
MONTICELLO, FL 32344 US

Name and Address of New Registered Agent:

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: _____

Electronic Signature of Registered Agent Date

MANAGING MEMBERS/MANAGERS:

Title: MGR
Name: CHRISHON, MARIXCIA
Address: 590 BARRINGTON ROAD
City-St-Zip: MONTICELLO, FL 32344

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statues.

SIGNATURE: MARIXCIA W CHRISHON MGR 04/26/2010

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

DOCUMENT# G09098900202

Fictitious Name to be Registered: THE POTTER'S HOUSE EARLY LEARNING CENTER

Mailing Address of Business: 590 BARRINGTON ROAD
MONTICELLO, FL 32344

Florida County of principal place of business: MULTIPLE

FEI Number:

FILED
Apr 08, 2009
Secretary of State

Owner(s) of Fictitious Name:

PEOPLE BUILDER, LLC
590 BARRINGTON ROAD
MONTICELLO, FL 32344 US
Florida Registration Number: L08000062389
FEI Number: Applied for

I (we) the undersigned, being the sole (all the) party(ies) owning interest in the above fictitious name, certify that the information indicated on this form is true and accurate. I (we) understand that the electronic signature(s) below shall have the same legal effect as if made under oath.

MARIXCIA CHRISHON — 04/08/2009

Electronic Signature(s) — Date

Certificate of Status Requested ( ) **Certified Copy Requested ( )**

RECEIVED AUG 04 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 3rd day of August, 2010 between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: University Ministries Community Development
Contact Address: 2640 old Bainbridge Rd.
City, Zip, State: Tallahassee, FL 32303

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, 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.

Initials _____

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly □	Monthly ☒
To the school	Weekly □	Monthly ☒
To the DISTRICT	Monthly **X**	

Sessions per Week: 2-3 # Sessions per Month: 8-12

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

Online □ One-on-One □

Small Group ☒ Maximum number of students per tutor 5

Time/Day of Sessions:

Location of Sessions: *Check all that apply.*

- ☒ School campus
- □ Community-based center
- □ Child Care Center
- □ Student's home with tutor present
- □ Provider facility
- ☒ Faith-based center
- ☒ Student's home (on-line or computer-based)
- ☒ Public site such as public library

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

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $55 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Dr. Joseph L. Brown, President 08-03-10
Provider Authorized Representative: Name / Title / Signature / Date

University Ministries Community Development
Name of Supplemental Educational Service Provider:

2640 Old Bainbridge Rd.
Address

Tallahassee, FL 32303
City / State / Zip Code

850.383.0494 / 850.212.0007 cell
Phone Number / Tax Identification Number: EIN 27-0094650

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

CERTIFICATE OF LIABILITY INSURANCE

OP ID CM

DATE (MM/DD/YYYY) 08/05/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Financial Insurance Brokers
2555 Ponce De Leon Blvd. # 200
Coral Gables FL 33134
Phone:305-441-9932 Fax:305-441-8632

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: UNIVE-1

INSURED

Universtiy Ministries
Community Development
Corporation
2640 Old Bainbridge Road
Tallahassee FL 32303

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Mount Vernon Fire Ins. Co.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			BINDER	08/04/10	08/04/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 2000000 $ 1000000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liab			BINDER	08/04/10	08/04/11	Each Occ Gen Agg	1000000 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General & Professional Liability Ded: $0
The School Board of Gadsen County, FL including all current, former, and future board members, employees, officers volunteers, and agents are listed as an additional insured.
30 days written notice of cancellation is be provided to certificate holder.

CERTIFICATE HOLDER

GADSENC

School Board of Gadsen County
35 Martin Luther King Jr Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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University Ministries
Community Development Corporation (CDC)

Accident/ Incident Reporting Procedures

All tutors and staff will be trained on accident and incident reporting procedures. If there is an accident or incident involving a student or staff member of University Ministries CDC, tutors and staff will:

1. Take immediate action and steps to calm the situation.
2. Complete necessary steps determined by the CDCs accident/incident flowchart. Steps include: Call 911 for life threatening emergencies, contact administration of UM CDC, contact parents, contact site administrator, complete Accident/Incident Report, and stay on site with the student.
3. The UM CDC administration will review the situation, notify Gadsden County Schools, and discuss incident with parents.
4. UM CDC administration will take steps to prevent all accidents and incidents.

University Ministries
Community Development Corporation (CDC)

Accident/ Incident Reporting Procedures

All tutors and staff will be trained on accident and incident reporting procedures. If there is an accident or incident involving a student or staff member of University Ministries CDC, tutors and staff will:

1. Take immediate action and steps to calm the situation.
2. Complete necessary steps determined by the CDCs accident/incident flowchart. Steps include: Call 911 for life threatening emergencies, contact administration of UM CDC, contact parents, contact site administrator, complete Accident/Incident Report, and stay on site with the student.
3. The UM CDC administration will review the situation, notify Gadsden County Schools, and discuss incident with parents.
4. UM CDC administration will take steps to prevent all accidents and incidents.

Emailing: www.sunbiz.org - Department of State

From: Tiffanie Brown <tibrown@flvs.net>
To: "elijahco@earthlink.net"
Subject: Emailing: www.sunbiz.org - Department of State
Date: Aug 5, 2010 12:58 PM
Attachments: image001.gif image002.gif image003.jpg image004.jpg

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Non Profit Corporation

UNIVERSITY MINISTRIES COMMUNITY DEVELOPMENT CORPORATION, INC.

Filing Information

Document Number	N04000006162
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Principal Address

2640 OLD BAINBRIDGE ROAD
TALLAHASSEE FL 32303

Changed 03/28/2006

Mailing Address

2184 GATES DRIVE
TALLAHASSEE FL 32312

Registered Agent Name & Address

BROWN, JOSEPH L DR
2184 GATES DRIVE
TALLAHASSEE FL 32312

Officer/Director Detail

Name & Address

Title P

BROWN, JOSEPH L DR
2184 GATES DRIVE
TALLAHASSEE FL 32312

Title D

SPENCER, LOUIS
2640 OLD BAINBRIDGE ROAD
TALLAHASSEE FL 32303

Title S

EADY, HOPE
2816 BOTANY PLACE

TALLAHASSEE FL 32301

Title D

BROWN, G. MATTHEW
3428 GARDENVIEW WAY
TALLAHASSEE FL 32309

Title D

DIXON, PATSY
P.O. BOX 2095
QUINCY FL 32353

Title D

MOORE, MICHAEL
2901 TYRON CIRCLE
TALLAHASSEE FL 32309

Annual Reports

Report Year	Filed Date
2008	03/11/2008
2009	04/15/2009
2010	02/17/2010

Document Images

02/17/2010 -- ANNUAL REPORT [View image in PDF format]
04/15/2009 -- ANNUAL REPORT [View image in PDF format]
03/11/2008 -- ANNUAL REPORT [View image in PDF format]
03/27/2007 -- ANNUAL REPORT [View image in PDF format]
03/28/2006 -- ANNUAL REPORT [View image in PDF format]
03/01/2005 -- ANNUAL REPORT [View image in PDF format]
06/21/2004 -- Domestic Non-Profit [View image in PDF format]

Note: This is not official record. See documents if question or conflict.

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[References: Florida State Constitution I.24, Florida State Statutes Chapter 119]

E-MAILED AUG 05 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 26 day of July, 2010, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Digital Network Group
Contact Address: 1100 Mercantile Lane, Suite 1154
City, Zip, State: Largo, MD 20774

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

   PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly	☐	Monthly	☒
To the school	Weekly	☐	Monthly	☒
To the DISTRICT	Monthly	X		

Sessions per Week: 1-4 # Sessions per Month: 4-16

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

Online ☒ One-on-One ☒

Small Group ☒ Maximum number of students per tutor 8

Time/Day of Sessions:
Before/After School, evenings, Saturdays, School breaks

Location of Sessions: *Check all that apply.*

- ☒ School campus
- ☒ Community-based center
- ☒ Child Care Center
- ☐ Student's home with tutor present
- ☐ Provider facility
- ☒ Student's home (on-line or computer-based)
- ☒ Public site such as public library
- ☒ Faith-based center

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

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $70.00 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

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

Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS
PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Jim Smith, Managing Partner 7/27/2010
Provider Authorized Representative: Name / Title / Signature / Date

Digital Network Group
Name of Supplemental Educational Service Provider:

1100 Mercantile Lane, Suite 115A
Address

Largo, MD 20774
City / State / Zip Code

301-883-8255 | 27-0139340
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

Initials

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Digital Network Group

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ C
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1100 Mercantile Lane, Suite 115A

Requester's name and address (optional)

City, state, and ZIP code
Largo, MD 20774

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
27 0139340

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶ 8/4/2010

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

RECEIVED AUG 05 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Abacus In-Home Tutoring, Inc.
Contact Address: 1030 Carrin Drive
City, Zip, State: Tallahassee, FL 32311

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

   PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT.

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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*.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly □	Monthly ☒
To the school	Weekly □	Monthly ☒
To the DISTRICT	Monthly **X**	

Sessions per Week: 2-3 # Sessions per Month: 8

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

Online □ One-on-One ☒

Small Group ☒ Maximum number of students per tutor 1

Time/Day of Sessions: To Be Determined

Location of Sessions: *Check all that apply.*

- □ School campus
- ☒ Community-based center
- □ Child Care Center
- ☒ Student's home with tutor present
- □ Provider facility
- □ Student's home (on-line or computer-based)
- ☒ Public site such as public library
- ☒ Faith-based center

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

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $65.00 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

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

Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS
PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010**.

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Michael O'Malley, Executive Director 7.15.10
Provider Authorized Representative: Name / Title / Signature / Date

Abacus In-Home Tutoring, Inc.
Name of Supplemental Educational Service Provider:

1030 Carrin Drive
Address

Tallahassee, FL 32311
City / State / Zip Code

877-888-6720 26-1188718
Phone Number / Tax Identification Number:

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

Leilani Writer | Program Manager
Name / Title Address

850-619-2731
Date / Phone Number City / State / Zip code

Initials

ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID JN
ABACU-1

DATE (MM/DD/YYYY)
07/29/10

PRODUCER

Intermarket Insurance Agcy Inc
205 E Main Street, Suite 3-4
Huntington NY 11743
Phone: 631-421-2424 Fax: 631-421-2004

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED

Abacus In-Home Tutoring Inc
1030 Carrin Dr
Tallahassee FL 32311

INSURER A:	Philadelphia Ins Companies	
INSURER B:	Twin City Fire Insurance Co.	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X $0 Deductible on all coverages GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	PHPK543477	04/03/10	04/03/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1000000 $ 300000 $ 5000 $ 1000000 $ 2000000 $ 2000000 1000000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X $0 Deductible	PHPK543477	04/03/10	04/03/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	12WECLN9890 $0 DEDUCTIBLE	07/14/10	07/14/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
A		OTHER Abuse/Molestation	PHPK543477	04/01/10	04/01/11	Occ/Agg	$1mil/$2mil
A		Prof Liability	PHPK543477	04/01/10	04/01/11	Occ/Agg	$1mil/$2mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The School Board of Gadsden County, Florida, including all current, former, and future Board members, employees, volunteers, and agents are included as additional insureds, as required by written contract or agreement.
Waiver of Subrogation applies to Workers Compensation.

CERTIFICATE HOLDER

GADSDEN

Gadsden County
School Board
35 Martin Luther King Jr. Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)
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The ACORD name and logo are registered marks of ACORD



Board of Directors

President and Director – Michael O'Malley

Vice President and Director – Eddie Robert Diaz

No other Board members/trustees/partners

Electronic Articles of Incorporation For

1ST CHOICE TUTORING, INC.

P07000097510
FILED
August 30, 2007
Sec. Of State
ksaly

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

1ST CHOICE TUTORING, INC.

Article II

The principal place of business address:

1030 CARRIN DRIVE
TALLAHASSEE, FL. US 32311

The mailing address of the corporation is:

1030 CARRIN DRIVE
TALLAHASSEE, FL. US 32311

Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

Article IV

The number of shares the corporation is authorized to issue is:

25,000,000

Article V

The name and Florida street address of the registered agent is:

CAROLYN M POSS
1030 CARRIN DRIVE
TALLAHASSEE, FL. 32311

I certify that I am familiar with and accept the responsibilities of registered agent.

P07000097510
FILED
August 30, 2007
Sec. Of State
ksaly

Registered Agent Signature: CAROLYN MARIE POSS

Article VI

The name and address of the incorporator is:

CAROLYN MARIE POSS
1030 CARRIN DRIVE

TALLAHASSEE, FL 32311

Incorporator Signature: CAROLYN MARIE POSS

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: PSD
CAROLYN M POSS
1030 CARRIN DRIVE
TALLAHASSEE, FL. 32311

Article VIII

The effective date for this corporation shall be:

08/30/2007

FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 19, 2009

E. ROBERT DIAZ
ABACUS IN-HOME TUTORING, INC.
1030 CARRIN DR
TALLAHASSEE, FL 32311

Re: Document Number P07000097510

The Articles of Amendment to the Articles of Incorporation for 1ST CHOICE TUTORING, INC. which changed its name to ABACUS IN-HOME TUTORING, INC., a Florida corporation, were filed on March 17, 2009.

The certification requested is enclosed.

Should you have any question regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Tina Roberts
Regulatory Specialist II
Division of Corporations

Letter Number: 609A00009410

State of Florida

Department of State

I certify from the records of this office that ABACUS IN-HOME TUTORING, INC. is a corporation organized under the laws of the State of Florida, filed on August 30, 2007, effective August 30, 2007.

The document number of this corporation is P07000097510.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report/uniform business report was filed on January 21, 2009, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Nineteenth day of March, 2009

Kurt S. Browning
Secretary of State

CR2EO22 (01-07)



Accident/Incident Reporting Policy:

Tutor agrees to complete an Accident/Injury Report in the event a student suffers injury, injures another individual, or is involved in a situation that requires notification to law enforcement or emergency personnel. It is the responsibility of Abacus In-Home Tutoring, Inc. tutors to report incidents to the student's parent/guardian, appropriate school personnel, and the Abacus In-Home Tutoring, Inc. supervisor immediately. The tutor will be provided with an Accident/Injury report (attached) which the tutor must complete in detail and submit within 24 hours of the event. Tutor agrees to participate in follow up actions as deemed necessary.

REPORT OF INCIDENT: Tutor's preliminary report of Incident while an Employee for Abacus In-Home Tutoring, Inc.

TUTOR'S REPORT OF INCIDENT

Date of report _____ No. _____

Report filled out by _____ *[name]*

_____ *[address]*

The following Employee reports an occurred incident as described below.

1. Tutor's name _____
2. Tutor's address _____

City _____

State _____

Zip _____

3. Date of Incident Time of Incident
4. Address/place where incident occurred:
5. Name of Student:
6. Name of Parent(s)/guardian(s):
7. Contact Phone number of Parent(s)/guardian(s):

8. Detailed description of incident:

9. Reason incident occurred:

7. Signature of tutor _____

abacus
tutoring

August 3, 2010

Dana Martin
SES Adminstrator
The School District of Gadsden County
35 Martin Luther King, Jr. Blvd.
Quincy, FL 32351

RE: Provider Contract

Ms. Martin,

Per your request enclosed you will find the following;

- Signed Provider Contract pages
- Proof of Insurance
- Board of Directors
- Articles of Incorporation
- Marketing Materials
- Accident/Incident Policies and Forms

Thank you for the opportunity to service the children of Gadsden County. We look forward to working with your office and please feel free to contact us if any additional information is needed.

Sincerely,

Michael O'Malley
Executive Director

CC: File

MO/aw

POLICY NUMBER: PHPK543477

IL 12 07 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA POLICY CHANGES

Effective Date of Change: 07/15/2010
Change Endorsement No.: 4
Named Insured: Abacus In Home Tutoring Inc

The following item(s):

☐	Insured's Name	☐	Insured's Mailing Address
☐	Policy Number	☐	Company
☐	Effective/Expiration Date	☐	Insured's Legal Status/Business of Insured
☐	Payment Plan	☐	Premium Determination
☐	Additional Interested Parties	☒	Coverage Forms and Endorsements
☐	Limits/Exposures	☐	Deductibles
☐	Covered Property/Location Description	☐	Classification/Class Codes
☐	Rates	☐	Underlying Insurance

is (are) changed to read **{See Additional Page(s)}:**

The above amendments result in a change in the premium as follows:

☒	**NO CHANGES**	☐	**TO BE ADJUSTED AT AUDIT**	**ADDITIONAL PREMIUM** $	**RETURN PREMIUM** $
Countersigned By:					

(Authorized Agent)

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POLICY CHANGES ENDORSEMENT DESCRIPTION

In consideration of the premium reflected, the policy is amended as indicated below:

Added:
CG2404-Waiver of Transfer Rights Schedule
With respect to:
The School Board of Gadsden County Florida

per the attached Manuscript Endorsement

REMOVAL PERMIT

If this policy includes the Capital Assets Program (Output Policy) Coverage Part with all property scheduled on the Scheduled Location Endorsement **OP 14 01,** or the Commercial Property Coverage Part, the following applies with respect to such Coverage Part(s):

If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

PI-Abuse Amendment of Limits of Insurance

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

AMENDMENT OF LIMITS OF INSURANCE (DESIGNATED CONTRACT)

This endorsement modiries insurance provided under the following:

POLICY DECLARATIONS PAGE SEXUAL OR PHYSICAL ABUSE OR MOLESTATION VICARIOUS LIABILITY COVERAGE FORM

Designation of Contract:

School Board of DeSoto County, Florida
School Board of Volusia County, Florida
School Board of Marion County, Florida
School District of Taylor COunty, Florida
Aiken County Public Schools, South Carolina

If required by a school only in a written contract for services by the insured, following limits apply:

LIMIT OF INSURANCE

AGGREGATE LIMIT $1,000,000
EACH ABUSIVE CONDUCT LIMIT $2,000,000

The limits of insurance shown in the Declarations are replaced by the limits designated in the Schedule with respect to the designated contract entered above. These limits are inclusive of and are not in addition to the limits being replaced.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CG2404-Waiver of Transfer Rights Schedule

Waiver of Transfer of Rights of Recovery Against Other to Us

Name of Person or Organization Schedule

School Board of Walton County FL
145 Park St Ste
Defuniak, FL 32435

School Board of Leon County Howell Bldg
3955 W. Pensacola Street
Tallahassee, FL 32304

School District of Taylor County
318 North Clark Street
Perry, FL 32347

Okaloosa County SD
Ryan Gore Title 1 Specialist
120 Lowery Place Southeast
Fort Walton Beach, FL 32548

School Board of Polk County
PO Box 391
Bartow, FL 33831

Bay County Board of Education
1311 Balboa Avenue
Panama City, FL 32401

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

All other terms and conditions of this Policy remain unchanged.

RECEIVED AUG 04 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 2ND day of AUGUST 2010, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: A QUANTUM LEAP EDUCATIONAL SERVICES LLC
Contact Address: 3938 SUNBEAM ROAD STE 2
City, Zip, State: JACKSONVILLE FL 32257

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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

2. CHILD ABUSE REPORTING

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

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly ☐	Monthly ☒
To the school	Weekly ☐	Monthly ☒
To the DISTRICT	Monthly **X**	

Sessions per Week: 2 # Sessions per Month: 8

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

Online ☐ One-on-One ☒

Small Group ☒ Maximum number of students per tutor 5

Time/Day of Sessions:
AFTER SCHOOL MONDAY - SATURDAY

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $70/hr not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

JOSEPH P VICKERS | PRESIDENT | [signature] 8/2/10
Provider Authorized Representative: Name / Title / Signature / Date

A QUANTUM LEAP EDUCATIONAL SERVICES LLC
Name of Supplemental Educational Service Provider:

3938 SUNBEAM ROAD STE 1
Address

JACKSONVILLE / FL / 32257
City / State / Zip Code

904-262-0623 20-4930992
Phone Number / Tax Identification Number:

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

DR SUSAN ZENICK 3938 SUNBEAM ROAD STE 1 ~~JACKS~~
Name / Title Address

8/2/10 904-262-0623 JACKSONVILLE FL 32257
Date / Phone Number City / State / Zip code

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/09/2010

PRODUCER 904.353.3181 FAX 904.353.5722
Cecil W. Powell & Co.
P.O. Drawer 41490
219 Newnan St.
Jacksonville, FL 32203-1490

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED A Quantum Leap Educational Services LLC
3938 Sunbeam Road Suite 1
Jacksonville, FL 32257

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Markel Insurance Company	
INSURER B: OptaComp	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Sexual Abuse [ ] & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	3602CC3411510	06/16/2010	06/16/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	3602CC3411510	06/16/2010	06/16/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	4602CC3411520	06/16/2010	06/16/2011	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	01A60223D10000	06/22/2010	06/22/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A		OTHER Professional Liability	3602CC3411510	06/16/2010	06/16/2011	$1,000,000 @Claim/Aggregate $10,000 Deductible @Claim	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The School Board of Gadsden County, Florida, including all former & future board members, employees, officers, volunteers & agents are additional insured as respects general liability when required by written contract. Waiver of subrogation in favor of the same as respects general liability & workers compensation when required by written contract.
*10 days notice of cancellation for nonpayment of premium

CERTIFICATE HOLDER

The School Board of Gadsden County, Florida
35 Martin Luther King Jr Blvd
Quincy, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Faye G. Coleman CIC/TLC

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f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

h. Any failure to maintain the product in a merchantable condition; or

i. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container entering into, accompanying or containing such products.

XIII. ADDITIONAL INSURED - BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

The following paragraph is added to WHO IS AN INSURED (**Section II**):

4. Any person or organization for whom you are required by written contract, agreement or permit to provide insurance is an insured, subject to the following additional provisions:

a. The contract, agreement or permit must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

b. The person or organization is an insured only to the extent you are held liable due to:

(1) The ownership, maintenance or use of that part of premises you own, rent, lease or occupy subject to the following additional provisions:

(a) This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant in any premises leased to or rented to you;

(b) This insurance does not apply to any structural alterations, new construction or demolition operations performed by or on behalf of the person or organization;

(2) Your ongoing operations for that insured, whether the work is performed by you or for you;

(3) The maintenance, operation or use by you of equipment leased to you by such person or organization, subject to the following additional provisions:

(a) The insurance does not apply to any "occurrence" which takes place after the equipment lease expires;

(b) This insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence of such person or organization;

(4) Permits issued by any state or political subdivision with respect to operations performed by you or on your behalf, subject to the following additional provision:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for that state or municipality.

c. The insurance with respect to any architect, engineer, or surveyor, added as an "Insured" by this coverage, does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering or failure to render any professional services by or for you, including:

(1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(2) Supervisory, inspection or engineering services.

d. This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability will be imposed by law on you. Coverage will be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

This Additional Insured provision does not apply to Managers or Lessors of Premises, Vendors, or Mortgagees, Assignees, or Receivers. For Managers or Lessors of Premises, refer to ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES. For Vendors, refer to ADDITIONAL INSURED - VENDORS. For Mortgagees, Assignees or Receivers, refer to ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, OR RECEIVER.

XIV. ADDITIONAL INSURED - MORTGAGEE, ASSIGNEE, OR RECEIVER

WHO IS AN INSURED (**Section II**) is amended to include as an insured the person or organization with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

XV. EXTENDED "PROPERTY DAMAGE" - EXPECTED OR INTENDED INJURY

Exclusion **2.a.** of **SECTION I - COVERAGES**, COVERAGE **A** is deleted in its entirety and replaced by the following:

a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

XVI. PROPERTY DAMAGE - BORROWED EQUIPMENT

A. Paragraph (4) of Exclusion **j.** of **SECTION I - COVERAGES**, COVERAGE **A** does not apply to "property damage" to borrowed equipment while that equipment is:

1. Not being used to perform operations; and

2. Away from an insured's premises.

B. The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured whether primary, excess, contingent or on any other basis.

C. **SECTION III - LIMITS OF INSURANCE** is amended to add the following:

Subject to the General Aggregate provision, the most we will pay under this provision for "property damage" to borrowed equipment is $10,000 per "occurrence".

C. For the purposes of this coverage, the **Duties In The Event Of Occurrence, Claim Or Suit Condition** under **Section IV - Conditions** is replaced by the following:

2. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(1) How, when and where the "defect" was discovered;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

b. If a "product withdrawal" is initiated, you must:

(1) Immediately record the specifics of the "product withdrawal" and the date where it was initiated; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

d. You and any other involved insured must:

(1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(2) Authorize us to obtain records and other information; and

(3) Cooperate with us in our investigation of the "product withdrawal".

D. For the purposes of this coverage, the following is added to **Section IV - Conditions:**

Concealment Or Fraud

We will not provide coverage under **Section I** to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or

2. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you under **Section I** of this coverage.

XX. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Item **8.**, Transfer of Rights of Recovery Against Others to Us of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We agree to waive any right of recovery we may have against any person or organization with whom you have agreed by contract prior to an "occurrence" to waive such rights because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". The waiver applies only to the person or organization with whom you have agreed in a contract prior to an "occurrence" to waive such rights.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

RECEIVED AUG 04 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Summit Learning Services, Inc.
Contact Address: 6955 W. Broward Blvd.
City, Zip, State: Plantation, FL 33317

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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.

Initials JT

The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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

2. CHILD ABUSE REPORTING

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

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly ☐	Monthly ☑
To the school	Weekly ☐	Monthly ☑
To the DISTRICT	Monthly **X**	

Sessions per Week: 2-3 # Sessions per Month: 8-12

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

Online ☐ One-on-One ☒

Small Group ☑ Maximum number of students per tutor 8-10

Time/Day of Sessions: Anytime Mon-Sun

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 61.75 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

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

Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS
PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Jeanee Thompson / President 8/3/10
Provider Authorized Representative: Name / Title / Signature / Date

Summit Learning Services Inc.
Name of Supplemental Educational Service Provider:

6955 W. Broward Blvd
Address

Plantation, FL 33317
City / State / Zip Code

(954) 583-9288 / 02-0778958
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

Initials JT

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JN BRANCHA

DATE (MM/DD/YYYY) 08/03/10

PRODUCER

Intermarket Insurance Agcy Inc
205 E Main Street, Suite 3-4
Huntington NY 11743
Phone: 631-421-2424 Fax:631-421-2004

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Summit Learning Services, Inc.
6955 W. Broward Blvd
Plantation FL 33317

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Markel Insurance Company	
INSURER B:	The Hartford Insurance Company	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR $0 DEDUCTIBLE GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC	3602CC342259-0	07/13/10	07/13/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $1,000,000 $ $100,000 $ $5,000 $ $1,000,000 $ $2,000,000 $ $1,000,000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	3602CC342259-0	07/13/10	07/13/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	12WECZY7167	07/16/10	07/16/11	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500000 $ 500000 $ 500000
A		OTHER Prof Liability	3602CC342259-0 $0 DEDUCT	07/13/10	07/13/11	ACT/AGG	$1Mil/$2Mil
A		Abuse/Molestation	3602CC342259-0 $0 DEDUCT	07/13/10	07/13/11	PP/AGG	$1Mil/$1Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The School Board of Gadsden County, Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents are included as additional insureds, as required by written contract or agreement.

CERTIFICATE HOLDER

GADSDEN

Gadsden County
School Board
35 Martin Luther King Jr. Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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RECEIVED AUG 04 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 14 day of July, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Closing the Gaps Learning Center
Contact Address: 2464 Coral Way
City, Zip, State: Miami, FL 33145

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, 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.

Initials _____

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly □	Monthly ☒
To the school	Weekly □	Monthly ☒
To the DISTRICT	Monthly **X**	

Sessions per Week: 2-6 # Sessions per Month: 8-24

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

Online □ One-on-One ☒

Small Group ☒ Maximum number of students per tutor 10

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $61.75 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Edna P. Cáceres / Director / [signature] / 7/15/2010
Provider Authorized Representative: Name / Title / Signature / Date

Closing the Gaps Learning Center
Name of Supplemental Educational Service Provider:

2464 Coral Way
Address

Miami, FL 33145
City / State / Zip Code

(305) 854-3516 / 16-1630866
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

education industry association
CONNECT WITH US

Code of Professional Conduct and Business Ethics
For
Supplemental Educational Services Providers

Amended January 8, 2008

This revised code of ethics, as adopted by the EIA Board of Directors, shall become effective January 8, 2008.

SES Providers (and other education service providers) operate in an environment that touches communities, school officials, parents, students and other providers. The importance of the activities and complexity of the interactions make it paramount that EIA member organizations adhere to the highest standards of professional conduct and business ethics. In its role of providing critical leadership to the education industry, both public and private, EIA has adopted this voluntary code to describe key organizational behaviors and policies that will guide its member companies and others.

High quality educational programs delivered by trained professionals represent the core value that is to be reflected throughout all of our partnerships with schools, parents and students. The following structure represents the collective judgment of what constitutes ethical behavior. EIA members are committed to using it to guide decision-making and performance at all levels of their organizations—from the CEO to the employee in the classroom. Accountability for achieving desired results consistent with these guidelines and standards is the ultimate benchmark upon which EIA member service providers will be judged.

We encourage States and Local School Districts to adopt these guidelines into their governance, contractual and oversight systems and apply all appropriate sanctions when the guidelines have been breached.

EIA Compliance Procedures:

1. EIA will develop educational materials on these standards for use by providers, States and school district personnel. These materials will be distributed to members and non-members alike for their incorporation into their internal staff development procedures.
2. All EIA members will sign a statement acknowledging their acceptance of these standards. EIA will maintain a list of signers on its website for the public to review.
3. When a State or School District completes an investigation and has a finding that a breach of these guidelines has occurred, EIA may issue its own censure, suspend or terminate the membership status of the Member. Before EIA acts, it will discuss the matter with the party and offer the party the opportunity to present its information to an ad hoc committee of the Board of Directors.

General Guidelines

In the conduct of business and discharge of responsibilities, Providers commit to:

EPC

1. Conduct community outreach and student recruitment and to serve students fully consistent with the terms of their state-approved application and all state and local policies.
2. Conduct business honestly, openly, fairly, and with integrity.
3. Comply with applicable laws, statutes, regulations and ordinances.
4. Avoid known conflict of interest situations.
5. Never offer or accept illegal payments for services rendered.
6. Apply these guidelines and standards throughout the company by insuring all employees understand them and act accordingly.
7. Refrain from publicly criticizing or disparaging other providers.
8. In the case of any conflict, first attempt resolution directly with each other. However, the parties involved may ask EIA to help mediate potential disputes.
9. Comply with the confidentiality and non-disclosure provisions of all applicable federal, state and local laws, including those relating to student identity, records, reports, data, scores and other sensitive information.
10. Be factual and forthright in reporting and documenting attendance rates, effectiveness of their programs, and in explaining the theoretical/empirical rationale behind major elements of its program, as well as the link between research and program design.
11. Take appropriate corrective action against provider employees, consultants or contractors who act in a manner detrimental to the letter or spirit of this code.
12. Take immediate steps to correct any actions on its part that willfully or inadvertently violate of the letter or spirit of this code.

Standards Specific to SES

EIA Members will consistently implement the NCLB Supplemental Services provisions and promote full access to SES services. To that end,

Providers Shall:

1. **Not** compensate school district employees personally in exchange for access to facilities, to obtain student lists, to assist with marketing or student recruitment, to promote enrollment in a provider's program at the exclusion of other providers, to obtain other similar benefits for their SES program, or for any illegal purpose.
2. **Not** employ any district employees who currently serve the districts in the capacity of Principal, Assistant Principal, or school or district SES Coordinator.
3. **Not** employ any individuals, including teachers, parents or community leaders, who have any governing authority over a school district or school site. The sole exception shall be in school districts that are considered rural and where there are few providers.
4. **Not** hire school-employed personnel for any purpose other than instruction-related services or program coordination, as described in item #3 in the next section below.
5. **Not** make payments or in-kind contributions to schools or school personnel, exclusive of customary fees for facility utilization in exchange for access to facilities, to obtain student lists, to increase student enrollment, to obtain other similar benefits for their SES program or for any illegal purpose.
6. **Not** misrepresent to anyone, including parents (during student recruitment), the location of a provider's program, principal/district or state's approval of a provider, or the likelihood of becoming so approved.
7. **Not** offer a student, parent or teacher any form of incentive for signing-up a student with a provider. This includes restricting the promotion of any allowable attendance or performance incentives to the period following student enrollment. Only then may the provider inform the student of any incentives that are directly linked to attendance or performance in SES.
8. **Not** sponsor promotional events including pizza parties on school grounds for student recruitment that are for the sole benefit of a single provider. The preferred practice is for the school to organize such

EPC

recruitment events that are for the benefit of all providers, accepting voluntary sponsorship from providers.

9. **Not** employ any SES-enrolled student.
10. **Not** use a district enrollment form that has the selected provider's name pre-printed as part of the form. Any facsimile of the enrollment form used to demonstrate how to accurately complete it must be clearly marked as "SAMPLE" and this facsimile shall in no way be used to actually enroll the student.
11. **Not** encourage students/parents to switch providers once enrolled. A student is considered enrolled once the District has issued the formal student / Provider selection list.

Providers MAY:

1. Provide simple door prizes of a nominal value (approximately $2 per prize) and refreshments to potential students and their families, while attending informational sessions.
2. Offer enrolled students performance rewards with a maximum value of $50 that are directly linked to documented meaningful attendance benchmarks and/or the completion of assessment and program objectives. These incentives shall not be advertised in advance of actual enrollment.
3. Employ a parent of an SES-eligible student subject to the following conditions. Each parent of an eligible student who is hired by a provider must have a written job description and must be compensated on the same basis as all other employees of the provider who perform similar work. No parent may receive any commission or other benefit related to the enrollment of his or her child in a provider's program, nor may a parent be subject to any employment action by the provider on account of the parent's selection of an SES program for his or her child.
4. Employ school district employees (subject to items #2, #3 and #4 in the previous section above) for instruction-related services or program coordination purposes as long as the person does not restrict the marketing or enrollment opportunities of other providers, subject to District policies governing conflict of interests and other District-imposed requirements. However, tutors who are currently employed by the school district may **not** recruit students.
5. Include in tutor compensation, incentives for student achievement consistent with a company's written policy.

For more information about the Education Industry Association, contact Steve Pines, Executive Director, 800-252-3280, spines@educationindustry.org, www.educationindustry.org.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/2010

PRODUCER
Eagle Insurance Agency, Inc.
10424 N. Dale Mabry Hwy

Tampa FL 33618

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Closing the Gaps, Inc.
dba: Closing the Gap Learning
2464 Coral Way
Miami FL 33145

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Company	
INSURER B: All Risks	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	CPS1152758	12/20/2009	12/20/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B		OTHER Professional,Errors & Omissions	SP2010962	07/26/2010	07/26/2011	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as Additional Insured
Sexual abuse & Molestation - $100,000 each claim / $300,000 aggregate

CERTIFICATE HOLDER

School Board of Gadsden County
35 Martin Luther King, Jr. Blvd

Quincy, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE David C. McCarty <SN>

ACORD 25 (2001/08)

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CERTIFICATE OF INSURANCE

☒ALLSTATE INSURANCE COMPANY ☐ALLSTATE INDEMNITY COMPANY ☐ALLSTATE TEXAS LLOYD'S

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CERTIFICATE HOLDER	NAMED INSURED
Name and Address of Party to Whom this Certificate is Issued	Name and Address of Insured
School Board of Gadsden County **35 Martin Luther King, Jr. Blvd** **Quincy, Florida 32351** ***** Additional Insured *****	**Closing the Gaps Learning Center** **2464 Coral Way** **Miami, FL 33145**

This is to certify that policies of insurance listed below have been issued to the insured named above subject to the expiration date indicated below, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

TYPE OF INSURANCE AND LIMITS

COMMERCIAL GENERAL LIABILITY	Policy Number	Effective Date	Expiration Date

Limit	Amount	
GENERAL AGGREGATE LIMIT (Other than Products - Completed Operations)	$	
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	$	
PERSONAL AND ADVERTISING INJURY LIMIT	$	
EACH OCCURRENCE LIMIT	$	
PHYSICAL DAMAGE LIMIT	$	
MEDICAL EXPENSE LIMIT	$	ANY ONE LOSS
	$	ANY ONE PERSON

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	Policy Number	Effective Date	Expiration Date

Coverage	Limits		
WORKERS' COMPENSATION	STATUTORY - applies only in the following states:		
EMPLOYERS' LIABILITY	BODILY INJURY BY ACCIDENT	$	EACH ACCIDENT
	BODILY INJURY BY DISEASE	$	EACH EMPLOYEE
	BODILY INJURY BY DISEASE	$	POLICY LIMIT

AUTOMOBILE LIABILITY	Policy Number	Effective Date	Expiration Date
	048912815	08/11/2009	08/11/2010

Coverage Basis	Limits		
☐ ANY AUTO ☒ OWNED AUTOS ☒ HIRED AUTOS	Combined Single Limit of Liability		
	BODILY INJURY & PROPERTY DAMAGE	$ 1,000,000	EACH ACCIDENT
☐ SPECIFIED AUTOS ☒ NON-OWNED AUTOS	Split Liability Limits		
	Bodily Injury	Property Damage	Each
☐ OWNED PRIVATE PASSENGER AUTOS	$	$	PERSON
☐ OWNED AUTOS OTHER THAN PRIVATE PASSENGER	$	$	ACCIDENT

UMBRELLA LIABILITY	Policy Number	Effective Date	Expiration Date

EACH OCCURRENCE	GENERAL AGGREGATE	PRODUCTS - COMPLETED OPERATIONS AGGREGATE
$	$	$

OTHER (Show type of Policy)	Policy Number	Effective Date	Expiration Date

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CANCELLATION

Number of days notice 30

7/9/10

Authorized Representative — Date

Should any of the above described policies be cancelled before the expiration date, the issuing company will endeavor to mail within the number of days entered above, written notice to the certificate holder named above. But failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

U10523-2

EPC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

KIM
U0BB

DATE 07-09-2010

PRODUCER

COMPUPAY INSURANCE SERVICES INC
250780 P:()- F:()-
PO BOX 33015
SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

CLOSING THE GAPS
2464 CORAL WAY
MIAMI FL 33145

INSURERS AFFORDING COVERAGE

INSURER A: Twin City Fire Ins Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	76 WEG FW5279	09/24/09	09/24/10	X WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	$500,000
					E.L. DISEASE - EA EMPLOYEE	$500,000
	OTHER				E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

School Board of Gadsden County
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

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The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: The Foundation For Dreams CDC, Inc
Contact Address: 121 Earnest St
City, Zip, State: Quincy, FL 32351

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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

2. CHILD ABUSE REPORTING

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

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT.

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly ☐	Monthly ☒
To the school	Weekly ☐	Monthly ☒
To the DISTRICT	Monthly **X**	

Sessions per Week: 3 # Sessions per Month: 12

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

Online ☐ One-on-One ☒

Small Group ☒ Maximum number of students per tutor 8

Time/Day of Sessions:
M-F 3:30 - 6:00 pm, Saturdays between 9am - 4pm

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $ 70.00 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

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

Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS
PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Cherakal Thomas, Chair 8/4/10
Provider Authorized Representative: Name / Title / Signature / Date

Foundation For Dreams Community Development Center, Inc
Name of Supplemental Educational Service Provider:

121 Earnest Street
Address

Quincy, FL 32351
City / State / Zip Code

850-212-4764 / 26-2601328
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

Initials

STOCK COMPANY

COMMERCIAL LINES POLICY

WESTERN WORLD
INSURANCE COMPANY
KEENE, NEW HAMPSHIRE

Policy No. NPP1223681

RENEWAL OF NO. NEW

COMMON POLICY DECLARATIONS

Named Insured and Mailing Address: (No., Street, City, State, Zip Code)
FOUNDATION FOR DREAMS COMMUNITY
DEVELOPMENT CENTER, INC.

121 EARNEST STREET
QUINCY, FLORIDA 32351

Policy Period: (Mo. Day Yr.)
From 08/11/2009 To 08/11/2010 12:01 A.M., standard time at your mailing address shown above.

The named insured is:
☐ Individual ☐ Partnership ☒ Corporation ☐ Other _____

AGT / BKR # 524
Producer
SOUTHERN CROSS UNDERWRITERS
14310 N. DALE MABRY HIGHWAY, SUITE 301
TAMPA, FL 33618

Location of Business: (Enter "same" if same location as above)
1003 W. CLARK STREET, QUINCY, FLORIDA 32351

Business Description:
AFTER SCHOOL PROGRAM

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Property Coverage Part	$ N/A
Commercial Liability Coverage Part	$ 2,200.00
Terrorism Risk Insurance Act	$ N/A
Other: _____	$
	$
	$
TOTAL ADVANCE PREMIUM	$ 2,200.00
OTHER CHARGES	$
	$

Surplus Lines Agent: JAMES LEE DELMOLINO
Address: 14310 N. Dale Mabry Hwy., Suite 301, Tampa, Florida 33618
License No.: A065437
Producing Agent: JOHN PAT THOMAS
Agent's Address: PO BOX 1919
City/State: QUINCY, FL 32353

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY THE SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

Forms applicable to all Coverage Parts (Show number and edition date)

See SCHEDULE OF FORMS AND ENDORSEMENTS

NO FLAT CANCELLATIONS

TOTAL 2200.00

INSPECTION FEE	$	150.00
FILING FEE	$	35.00
STATE TAX	$	119.25
STAMPING FEE	$	2.39
FHCF FEE	$	23.85
PROPERTY FEE	$	
GRAND TOTAL	$	2,530.49

Countersigned:
08/25/2009 AM-RM

By James L Delmolino
Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COVERAGE PART DECLARATIONS, THE COMMON POLICY CONDITIONS, COVERAGE FORM(S), AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

INSURED

WW230 06/04

COMMERCIAL LIABILITY COVERAGE PART
DECLARATIONS

Policy Number: NPP1223681

Effective Date: 08/11/2009
12:01 A.M., Standard Time

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations)	$ 1,000,000	
Products - Completed Operations Aggregate Limit	$ INCLUDED	
Personal and Advertising Injury Limit	$ 1,000,000	Any One Person or Organization
Each Occurrence Limit	$ 1,000,000	
Damage to Premises Rented to You	$ 50,000	Any One Premises
Medical Expense Limit	$ 5,000	Any One Person
Each Professional Incident Limit (if applicable)	$ 1,000,000	

PREMIUM

Classification	Code No.	Premium Basis	Rate		Advance Premium	
			Pr/Co	All Other	Pr/Co	All Other
Day Care Centers - Not- For-Profit. Products-completed operations are subject to the General Aggregate Limit.	41716	E) 75 CHILDREN	INCL	28.000	INCL	2,100.00
ADDITIONAL INSURED - FULLY EARNED PER FORM WW180.		E) 1		100.000		100.00
PROFESSIONAL	99999	E) 75 CHILDREN	INCL	INCL	INCL	INCL
SEXUAL ABUSE & MOLSTATION COVERAGE PER FORM WW100A.		E) 75		INCLUDED		INCLUDED

Total Advance Premium $ 2200.00

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this coverage part and made part of policy at time of issue:

See Schedule Of Forms And Endorsements

Countersigned: _____

By _____
Authorized Representative

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

WW232 (04/01)

COMMERCIAL GENERAL LIABILITY
EXTENSION OF DECLARATIONS

Policy Number NPP1223681

LOCATION OF PREMISES

Location of All Premises You Own, Rent or Occupy:

PREMIUM

Classification	Code No.	Premium Basis	Rate Pr/Co	Rate All Other	Advance Premium Pr/Co	Advance Premium All Other
WAIVER OF SUBROGATION PER FORM WW421.		FLAT		FLAT	$	$ 150.00

Extension of Declarations - Total Advance Premium $ 150.00

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM (S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

SEXUAL MOLESTATION INSURANCE

For attachment to Policy No. NPP1223681 . This endorsement modifies the insurance provided under the Commercial General Liability Policy.

Schedule

LIMITS OF INSURANCE			
$1,000,000 Each Claim			$2,000,000 Coverage E Aggregate
Advance Premium	Premium Basis	Rate	Description of Hazards
$375.00	E) 75 CHILDREN	5.000	AFTER SCHOOL PROGRAM
$ 375	Total Advance Premium		

A. The following **COVERAGE E. - SEXUAL MOLESTATION LIABILITY**, is added to **SECTION I - COVERAGES**.

1. **Insuring Agreement**

a. We will pay those sums the insured becomes legally obligated to pay as damages because of any "molestation", to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may at our discretion investigate and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage E.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS - COVERAGE E.

b. This insurance applies to damages from "molestation" only if:

(1) The "molestation" takes place in the "coverage territory";

(2) The "molestation" first occurs during the policy period.

2. **Exclusions**

This insurance does not apply to:

a. liability of others assumed by the insured under any contract or agreement, either oral or written, unless specifically endorsed hereon;

b. molestation of any "employee" or volunteer of the insured, or any party subcontracted by the insured;

c. criminal defense costs of any individual or individuals, and to any other costs associated with a criminal trial including appeals;

d. the molestation of any person by the named insured or family member of the named insured which predates the inception of this policy and continues into the policy period.

B. **SUPPLEMENTARY PAYMENTS - COVERAGES A. AND B.** is amended to include COVERAGE E.

The Foundation For Dreams
Community Development Center, Inc.

INCIDENT REPORT FORM

Date/Time of incident: _____AM/PM Date/Time Report Completed: _____ AM/PM

Involved Party's Information:

Name of Involved person: _____

Address: _____

Phone Number(s):_____

Date of birth: _____ Male _____ Female _____

Involved Party: _____ Employee _____ Volunteer _____ Student

_____ Other : _____

Location where incident occurred: (Street Address or building/room#)

Address: _____

_____

Describe the nature of incident and how incident occurred (List only the facts; do not speculate as to the cause of the incident. If injury, also include parts of body affected and type of injury, i.e., sprained right ankle):

_____

_____

_____

_____

_____

Medical Treatment Information (if applicable):

Was First Aid Administered? Yes ___ No _____ If yes, by whom? _____

Did the injured party receive medical treatment beyond first aid? Yes ___ No _____

If yes, date and time injured party sought medical attention: _____AM/PM

Name of physician/hospital: _____

Address: _____

Physician/hospital phone number: _____

Property Damage/Loss Information (if applicable):

Property Owner's Name: _____

Address: _____

Phone Number(s):_____

Nature and extent of damage/loss (Please attach photographs or diagrams if available):

_____

_____

_____

_____

Police or Other Agency Report (if applicable):

Was a police report filed? Yes ___ No _____

Reporting Agency/Officer: _____ Report #: _____

Witness Information (if applicable):

Name: _____

Address: _____

Phone Number(s):_____

Signature of involved party/parent _____
Date

*No medical attention was desired and/or required.

_____
Signature of involved party/parent Date

This form is intended for documentation of major or minor injuries, accidents, property damage or loss, and incidents. This is not a substitute for Worker's Compensation injury reporting forms. Promptly report all injuries or illnesses to your supervisor. Submit completed form to management as soon as possible, but no later than 48 hours after the incident. See instructions on last page.

Reporting Party's Information:

Name/Title: _____

Site Address: _____

Phone Number(s):_____

Reporting Party: ____ Employee _____ Volunteer _____ Other : _____

Name of Supervisor: _____ Telephone:_____

_____

Signature of involved party/parent Date

This is a CONFIDENTIAL report to provide information for use by The Foundation For Dreams (FFD), legal counsel, and FFD insurers in the event a claim is filed against The Foundation For Dreams or its employees. This information should not be given to anyone except authorized officials.

Use this section to provide additional information or details:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Instructions for Completing FFD Incident Report Form:

General Guidelines

This form is intended to record the initial facts of an incident. Attach additional sheets as needed to describe the incident. Please do not include opinion or speculation in the report. You are not expected to conduct an investigation of the incident. If an investigation is warranted, it will be conducted by another agency (i.e., police, fire department, insurance company, etc.) or initiated by FFD Management. This form will be kept confidential and only used by FFD officials or agents acting on behalf of FFD. If you have any questions about this form, contact Management at (850) 212-4764.

When should this form be used?
To report any major or minor injuries, incident, accident or property damage or loss involving FFD employees, volunteers, students, or property. This form can be used for reporting minor injuries of employees (those that do not required medical attention beyond first aid), but is not a substitute for Worker's Compensation forms.

Who should use this form?
Any FFD affiliate (employee, volunteer, etc.) may use this form.

What if I do not have all of the requested information?
Fill out the form as completely as possible, but it is understood that some information may not be applicable or available in many cases. Please submit basic information within 48 hours, you can amend the report later if more information becomes available.

Who should I call about the incident?
Report the incident to your supervisor as soon as practical. If they are not available contact Management at (850) 212-4764.

What shall I do with the completed form?
All completed forms are submitted to Management.

Note: When reporting incidents on students, please refer to the Florida Department of Education's Definitions for Incident Reporting to determine when outside agencies should be contacted. A copy of the Appendix is on file and is maintained with the printed forms.

ARTICLE V:
INITIAL DIRECTORS AND/OR OFFICERS

The number of persons constituting the Board of Directors of the Corporation is three (3) initially. The name and address of each person who is to serve as a member of the initial Board of Directors is:

1. Cheraka L. Thomas, 121 Earnest Street, Quincy, Florida 32351
2. Lorraine Barnes, 921 Sikes Street, Quincy, Florida 32351
3. Lloyd Graham, P.O. Box 10686, Tallahassee, Florida 32302

ARTICLE VI:
INITIAL REGISTERED OFFICE AND AGENT

The initial registered agent of the Corporation is Cheraka L. Thomas. The initial address of the principal place of business of the Corporation is 121 Earnest Street, Quincy, Florida 32351.

ARTICLES VII:
INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is Cheraka L. Thomas, 121 Earnest Street, Quincy, Florida 32351.

ARTICLE VIII:
NON-STOCK BASIS

The Corporation is organized under a non-stock basis.

ARTICLE IX:
DISSOLUTION

Upon dissolution of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code or shall be distributed to a federal, state, or local government for exclusive public purpose.

ARTICLE X:
ADDITIONAL PROVISIONS

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to any director or officer of the corporation, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

In any taxable year in which this corporation is a private foundation as described in section 509(a) of the Internal Revenue Code, the corporation 1) shall distribute its income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code, or the corresponding section of any future federal tax code; 2) shall not engage in any act of self-dealing as defined in section 4941(d) of the Internal Revenue Code, or the corresponding section of any future federal tax code; 3) shall not retain any excess business holdings as defined in section 4943(c) of the Internal Revenue Code, or the corresponding section of any future federal tax code; 4) shall not make any investments in a manner as to subject it to tax under section 4944 of the Internal Revenue Code, or the corresponding section of any future federal tax code; and 5) shall not make any taxable expenditures as defined in section 4945 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

FILED
08 NOV 13 PM 12:20
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

THE FOUNDATION FOR DREAMS COMMUNITY DEVELOPMENT CENTER, INC.

The undersigned incorporator, in compliance with Chapter 617, F. S., (Not for Profit) does hereby adopt the following Articles of Incorporation:

ARTICLE I:
NAME

The name of the corporation shall be: The Foundation For Dreams Community Development Center, Inc.

ARTICLE II:
PRINCIPAL OFFICE

The initial address of the principal place of business and mailing address of this corporation shall be: 121 Earnest Street, Quincy, Florida 32351.

ARTICLES III:
PURPOSE

The purposes for which the corporation is organized are:

1. The corporation is organized exclusively for charitable, religious, educational, and scientific purposes as specified in section 501(c)(3) of the Internal Revenue Code, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding provision of any future federal tax code.

2. Subject to the foregoing, the specific purposes and objectives for which the corporation is organized shall include, but not be limited to the development and implementation of charitable human services programs, as well as to provide educational and technical assistance that will lay the foundation that is necessary to build futures and make dreams a reality for the members of the community.

ARTICLE IV:
QUALIFICATION

The manner in which the directors are elected or appointed shall be stated in the bylaws of the corporation.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity.

Signature/Registered Agent — Date: 3.7.08

Signature/Incorporator — Date: 3.7.08

FILED
08 MAR 13 AM 8:32
SECRETARY OF STATE
CORPORATIONS DIVISION

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AS

DATE (MM/DD/YYYY) 08/05/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Pat Thomas & Associates
P.O. Box 1919
Quincy FL 32353
Phone:850-875-1776 Fax:850-875-2776

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: FOUND-1

INSURED

Foundation for Dreams Communit
121 Earnest Street
Quincy FL 32351

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Southern Cross Underwrite	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	X COMMERCIAL GENERAL LIABILITY			U550148A- $1,000,000	08/11/10	08/11/11	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
	X Sexual/Physical			U550148A- $1,000,000	08/11/10	08/11/11	PERSONAL & ADV INJURY	$ 1,000,000
	X Professional E&O			U550148A- $1,000,000	08/11/10	08/11/11	GENERAL AGGREGATE	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	POLICY [ ] PRO-JECT [X] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	HIRED AUTOS							$
	NON-OWNED AUTOS							$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DEDUCTIBLE							$
	RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The School Board of Gadsden County, Florida including all current, former and future Board members, employees, officers, volunteers and agents as Additional Insured with waiver of subrogation.

CERTIFICATE HOLDER

SCHOOLB

Gadsden County School Board
35 MLK Blvd
Quincy FL 323251

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RECEIVED AUG 4 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 2ND day of AUGUST 2010, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: After School Programs, INC
Contact Address: 1520 S Powerline Rd
City, Zip, State: Deerfield Beach, Fl 33442

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, 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

Initials NO

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly ☐	Monthly ☑
To the school	Weekly ☐	Monthly ☑
To the DISTRICT	Monthly **X**	

Sessions per Week: 1-3 # Sessions per Month: 4-12

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

Online ☐ One-on-One ☑

Small Group ☑ Maximum number of students per tutor 1:5

Time/Day of Sessions:
Mon - FRIDAY (Before/After School, SAT-9-3:00)

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 60 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

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

Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS
PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Nanci Sodikoff, Executive Director- Nanci Sodikoff
Provider Authorized Representative: Name / Title / Signature / Date 8/3/2010

After School Programs, Inc
Name of Supplemental Educational Service Provider:

1520 S Powerline Rd
Address

Deerfield Beach, Fl 33442
City / State / Zip Code

954-650-5999 650321678
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

Client#: 50418 AFTSC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/26/2010

PRODUCER
Daniel E Gordon
Bateman, Gordon & Sands, Inc.
P.O. Box 1270
Pompano Beach, FL 33061

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
After School Programs, Inc.
After School Programs-South, Inc.
1520 S. Powerline Rd., Suite F & G
Deerfield Beach, FL 33442

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Insurance Company	
INSURER B: Michigan Commercial Ins. Mutual	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	PHPK522136	01/31/10	01/31/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	PHPK522239	01/31/10	01/31/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC10000142902010	01/31/10	01/31/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$500,000 $500,000 $500,000
A		OTHER Professional Liability	PHPK522136	01/31/10	01/31/11	$1,000,000 Occurrence $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Abuse & Molestation-$1,000,000 Per Person; $1,000,000 Aggregate included in General Aggregate.
The School District of Gadsden County, including all current, former and future Board Members, employees, volunteers and agents are listed as additional insureds for General Liability coverages only as their interest may appear when required by written contract. Waivers of subrogation are provided under General
(See Attached Descriptions)

CERTIFICATE HOLDER

The School District
of Gadsden County
35 Martin Luther King Boulevard
Quincy, FL 32351

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Daniel E Gordon

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Liability and Workers Compensation/Employers Liability in favor of the additional insureds named above when required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: DAY CARE ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Damage to Premises Rented to You	$1,000,000	2
Extended Property Damage	included	2
Non-Owned Watercraft	Less than 58 feet	2
Medical Payments	$20,000	2
Medical Payments – Extended Reporting Period	3 years	3
Athletic Activities	Amended	3
Supplementary Payments – Bail Bonds	$2,500	3
Supplementary Payment – Loss of Earnings	$500 per day	3
Employee Indemnification Defense Coverage for Employee	$25,000	3
Additional Insured – Managers and Supervisors	Included	3
Additional Insured – Broadened Named Insured	Included	4
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	4
Additional Insured - Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You	Included	4
Additional Insured – Grantor of Permits	Included	4
Damage to Property You Own, Rent, or Occupy	$30,000 limit	4
Transfer of Rights of Recovery Against Others To Us	Clarification	5
Duties in the Event of Occurrence, Claim or Suit	Included	5
Unintentional Failure to Disclose Hazards	Included	5
Liberalization	Included	5
Bodily Injury – includes Mental Anguish	Included	5
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	6

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A. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

   a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**;

   b. **SECTION III - LIMITS OF INSURANCE**, Paragraph **6.**;

   c. **SECTION V – DEFINITIONS**, Paragraph **9.a.**

2. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the words "Fire insurance" are changed to "insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

   a. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

   a. $1,000,000; or
   b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

   This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

B. Extended "Property Damage"

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted and replaced by the following:

a. **Expected or Intended Injury**
   "Bodily Injury" or "Property Damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. Non-Owned Watercraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **g. (2)** is amended to read as follows:

(2) A watercraft you do not own that is:
   (a) Less than 58 feet long; and
   (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

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D. Medical Payments - Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, the second part of Paragraph **a.** is amended to read

   provided that:
   (2) The expenses are incurred and reported to us within three years of the date of the accident;

E. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted and replaced with the following:

e. **Athletic Activities**
To a person injured while taking part in athletics.

F. Supplementary Payments

Under the **SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** provision, Items **1.b.** and **1.d.** are amended as follows:

1. The limit for the cost of bail bonds is changed from $250 to $2,500; and
2. The limit for loss of earnings is changed from $250 a day to $500 a day.

G. Employee Indemnification Defense Coverage

Under the **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** provision, the following is added:

3. We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding.

   The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

H. SECTION II - WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph **3.a.** is changed to read:

   a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

   a. **Managers and Supervisors** - If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.

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b. **Broadened Named Insured** - Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

c. **Managers, Landlords, or Lessors of Premises** - Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

d. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

e. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

I. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or

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damage to another's property, unless the damage to property is caused by children enrolled in your day care center, up to a $30,000 limit.

J. Transfer of Rights of Recovery Against Others To Us

As a clarification, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABLITY CONDITIONS**, Paragraph **8. Transfer of Rights of Recovery Against Others To Us**:

Therefore, the insured can waive the insurer's Rights of Recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

K. Duties in the Event of Occurrence, Claim or Suit

1. The requirement in Paragraph **2.a.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:

   a. You, if you are an individual;
   b. A partner, if you are a partnership; or
   c. An executive officer or insurance manager, if you are a corporation.

2. The requirement in Paragraph **2.b.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

   a. You, if you are an individual;
   b. A partner, if you are a partnership; or
   c. An executive officer or insurance manager, if you are a corporation.

L. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

M. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

N. Bodily Injury - Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** is changed to read:

"Bodily Injury":
a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

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O. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph **14.b.** is revised to read:

   b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph **14.** *is amended to include the following:*

   "Personal and advertising injury" also means discrimination based on race, color, religion, sex, *age or national origin, except when:*

   (1) Done intentionally by or at the direction of, or with the knowledge or consent of:

   (a) Any insured; or
   (b) Any executive officer, director, stockholder, partner or member of the insured; or

   (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or

   (3) Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

   (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

The following additional coverage is added to **A. COVERAGE 4. ADDITIONAL COVERAGES:**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT FOR DAY CARE ORGANIZATIONS

Throughout this endorsement the words "you" and "your"refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

A. Medical Payments

If Medical Payments Coverage (Coverage C.) is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all the terms of Limits Of Insurance (Section III) to the greater of:
   a. $15,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. The requirement in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within "one year" of the accident date is changed to " three years."
3. Exclusion a. of Coverage C. at your option, does not apply to your volunteer workers or any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

B. Supplementary Payments

In the Supplementary Payments - Coverages A. and B. provision:

1. The limit for the cost of bail bonds is changed from $250 to $2,500; and
2. The limit for loss of earnings is changed from $100 a day to $300 a day.

C. Fire, Lightning, Explosion, Smoke and Leaks from Sprinklers

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word " fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

1. The Limits Of Insurance section of the Declarations as the Fire Damage Limit. That limit:
   a. Is changed subject to all the terms of Limit Of Insurance (Section III) to the greater of:
      (1.) $300,000; or
      (2.) The amount shown in the declarations as the Fire Damage Limit.
   b. Subject to a. above is the most we will pay to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.
2. The last paragraph of Coverage A. (Section I) after the Exclusions;
3. Paragraph 6. of Limits of Insurance (Section III), and the word "event"is added as the last word of that paragraph 6;
4. Paragraph b. (2) of the Other Insurance Condition (Section IV); and
5. Paragraph d. of the definition of "insured contract"

D. Who is An Insured

Who is An Insured (Section II) is changed as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part. paragraph 4.a is changed to read:
   a. Coverage under this provision is subject to b. and c. below:
      (1) Effective on the acquisition or formation date; and
      (2) Afforded only until the end of the policy period of this Coverage Part, or the next anniversary of its inception date, whichever is earlier.

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2. Each of the following is also an insured:
   a. At the first Named Insured's option, your volunteer workers; and
   b. Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
   c. At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled. However, the insurance afforded by b. above is excess over any other insurance covering any person or organization under your direct control or supervision.
   d. If you are an organization other than a partnership or joint venture, your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors.
   e. Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part.

   However, the insurance afforded by e. above, for any organization and subsidiary thereof not named in the Declarations as a Named Insured, does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy, or would be an insured under such policy but for its termination or the exhaustion of its limits of insurance.

E. Duties In The Event Of Occurrence, Claim Or Suit

1. The requirement in condition 2.a. (Conditions, Section IV) that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense, applies only when the "occurrence" or offense is known to:
   (a) You, if you are an individual;
   (b) A partner, if you are a partnership; or
   (c) An executive officer or insurance manager, if you are a corporation.
2. The requirement in condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
   (a) You, if you are an individual;
   (b) A partner, if you are a partnership: or
   (c) An executive officer or insurance manager, if you are a corporation.

F. Advertising Injury - Televised Or Videotaped Publication

1. The definition of "advertising injury" is changed to read:
   "Advertising injury" means injury arising out of one or more of the following offenses:
   a. Oral, written, televised or videotaped publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
   b. Oral, written, televised or videotaped publication of material that violates a person's right of privacy;
   c. Missappropriation of advertising ideas or style of doing business; or
   d. Infringement of copyright, title or slogan.

2. Exclusions a.(1) and a.(2) of Coverage B., Personal And Advertising Injury Liability, are changed to read:
   a. (1) Arising out of oral, written, televised or videotaped publication of material, if done by or at the direction of the insured with knowledge of its falsity;
   a. (2) Arising out of oral, written, televised or videotaped publication of material whose first publication took place before the beginning of the policy period.

G. Bodily Injury - Mental Anguish

The definition of "bodily injury" is changed to read:
"Bodily Injury":
a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
b. Except for mental anguish, includes death resulting from the foregoing (item a. above) at any time.

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H. Personal Injury - Abuse Of Process/Discrimination

If Personal Injury Liability Coverage (Coverage B.) is not otherwise excluded from this Coverage Part:

1. The definition of "personal injury" is changed by:
   a. Revising item b. of that definition to read:
      Malicious prosecution or abuse of process:
   b. Adding the following:
   "Personal Injury" also means discrimination based on race, color, religion, sex, age or national origin, except when:
      (1) Done intentionally by or at the direction of, or with the knowledge or consent of:
         (a) Any insured; or
         (b) Any executive officer, director, stockholder, partner or member of the insured; or
      (2) Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured: or
      (3) Directly or indirectly related to the sale, rental, lease or sub-lease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
      (4) Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The insurance afforded by H.1.b. above does not apply to fines or penalties imposed because of discrimination.

I. Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

J. Liberalization

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

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WAIVER OF OUR RIGHTS TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

The School District of Gadsden County
35 Martin Luther King Boulevard
Quincy, Florida 32351

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement 07/07/2010 Effective Policy No.WC100-0014290-2010A Endorsement No. 1
Insured AFTER SCHOOL PROGRAMS INC

Insurance Company
Michigan Commercial Insurance Mutual

Countersigned by _____

WC 00 03 13
Ed. (4-84)

(c)1983 National Council on Compensation Insurance, Inc.

ASP
The Child Care Professionals

The School Board of Gadsden County
Attn: Audrey Lewis, Parent Services Coordinator
35 Martin Luther King, Jr. Blvd
Quincy, Florida 32351

Via Federal Express

August 3, 2010

Dear Ms. Lewis:

Please see the enclosed signed and completed documents:

I. Gadsden County Schools Title I Supplemental Educational Services Contract
II. Certificate of Liability Insurance

On behalf of, After School Programs, Inc., we are looking forward to working with The Title I Office and Gadsden County Schools in providing Gadsden County students with the best possible educational service(s) through the Supplemental Educational Service (SES) program.

Should you have any questions or concerns, please contact me at (954) 596 – 9000 (Ext: 209).

We look forward to working with you. May you have a wonderful summer!!

Sincerely,

Nanci Sodikoff

Nanci F. Sodikoff
Executive Director

After School Programs, Inc.
1520 S. Powerline Road, Deerfield Beach, FL 33442 • Tel: 954.596.9000 • Toll-Free: 1.888.720.2882 • Fax: 954.596.9880 • wwwaspkids.com

RECEIVED JUL 21 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 14th day of July, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Children Are Our Future
Contact Address: P.O. Box 1602
City, Zip, State: Quincy, Fla. 32353

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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.

Initials

The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, 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.

Initials _____

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/or bonuses for recruiting students for the PROVIDER.

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

Initials _____

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, 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

Initials _____

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Initials_____

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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*.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

Initials

To parents	Weekly □	Monthly X
To the school	Weekly □	Monthly X
To the DISTRICT	Monthly **X**	

Sessions per Week: 3 # Sessions per Month: 12

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

Online □ One-on-One □

Small Group X Maximum number of students per tutor 10

Time/Day of Sessions: 3:30pm - 5:30pm or 4:00p - 6:00pm

Location of Sessions: *Check all that apply.*

X School campus X 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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of _____ not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Sherrie Taylor / Director / Sherrie Taylor / 7/12/10
Provider Authorized Representative: Name / Title / Signature / Date

Children Are Our Future
Name of Supplemental Educational Service Provider:

P.O. Box 1602
Address

Quincy, Fla. 32353
City / State / Zip Code

850-627-4239 / 59-3256305
Phone Number / Tax Identification Number:

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

Sherrie Taylor / Director / P.O. Box 1602
Name / Title Address

7/12/10 - 850-627-4239 / Quincy, Fla. 32353
Date / Phone Number City / State / Zip code

Initials S.S.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/27/2010

PRODUCER
Shiver Insurance Group LLC
1324 W Crawford St suite C
Quincy Fl 32351

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Children Are Our Future
Po Box 1602
Quincy Fl 32353

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Catline Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		☑ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
		☐ CLAIMS MADE ☑ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$ Excluded
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		☑ POLICY ☐ PROJECT ☐ LOC				PRODUCTS - COMP/OP AGG	$ Excluded
						Fire Damage	1,000,000
		AUTOMOBILE LIABILITY					
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY					
		☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATUTORY LIMITS ☐ OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
FOR PROOF OF INSURANCE PURPOSE ONLY.

CERTIFICATE HOLDER

GADSDEN COUNTY SCHOOL BOARD
35 MARTIN LUTHER KING BLVD.
QUINCY FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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RECEIVED JUL 27 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 23 day of July, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: ACHLETICS; Educational Development Associates, Inc. d/b/a ACHLETICS
Contact Address: 14052 NW 82 Avenue
City, Zip, State: Miami Lakes, FL 33016

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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.

Initials MB

The SLP must also describe how the student's parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, 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.

Initials _____

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly	☐	Monthly	☒
To the school	Weekly	☐	Monthly	☒
To the DISTRICT	Monthly	X		

Sessions per Week: Varies; 1 to 6 per application # Sessions per Month: Varies 4 to 16 per application

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

Online ☐ One-on-One ☐

Small Group ☒ Maximum number of students per tutor 10

Time/Day of Sessions: Monday through Sunday
Before, After school, Weekends based on student and/or District's need.

Location of Sessions: *Check all that apply.*

- ☒ School campus
- ☒ Community-based center
- ☒ Child Care Center
- ☐ Student's home with tutor present
- ☐ Provider facility
- ☐ Student's home (on-line or computer-based)
- ☒ Public site such as public library
- ☒ Faith-based center

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

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 46.25 small group / 65 for large group not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Michael A. Bell, VP Michael A. Bell 9/23/10
Provider Authorized Representative: Name / Title / Signature / Date

ACALETICS; Educational Development Associates Inc. dba ACALETICS
Name of Supplemental Educational Service Provider:

14052 NW 82 Avenue
Address

Miami Lakes, FL 33016
City / State / Zip Code

(305) 362-8887 ; 65-0009089
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

Client#: 22674 EDUCADEV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cypress Insurance Group BO-CL P.O. Drawer 9328 Fort Lauderdale, FL 33310-9328 954 771-0300	CONTACT NAME: Carissa LaFreniere PHONE (A/C, No, Ext): 954 771-0300 FAX (A/C, No): 954 772 9424 E-MAIL ADDRESS: CarissaL@CypressInsurance.com PRODUCER CUSTOMER ID #:
INSURED Educational Development Associates, Inc DBA ACALETICS 14052 N.W. 82nd Avenue Miami Lakes, FL 33016	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Markel Insurance Company — 38970 INSURER B : Technology Insurance Co. — 42376 INSURER C : — INSURER D : — INSURER E : — INSURER F : —

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			3602CC315225-2	07/01/2010	07/01/2011	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$5,000
	[X] 0 Deductible						PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$1,000,000
								$
A	AUTOMOBILE LIABILITY			1002CC341366-0	07/01/2010	07/01/2011	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[X] HIRED AUTOS						Deductible	$0
	[X] NON-OWNED AUTOS							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3209429 0 Deductible	09/14/2009	09/14/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Abuse/Molest			3602CC315225-2	07/01/2010	07/01/2011	1,000,000/2,000,000	
A	Teachers Prof Lia			3602CC315225-2	07/01/2010	07/01/2011	1,000,000/2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Workers Compensation applies to Florida operations and employees only.

Zero (0) Deductible applies to all policies

(See Attached Descriptions)

CERTIFICATE HOLDER

Gadsden County Public Schools
35 Martin Luther King, JR Blvd
Quincy, FL 32351

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Roger G. Bond

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DESCRIPTIONS (Continued from Page 1)

Blanket Additional Insured Form #MGL232-FL (04/07) applies to the General Liability Policy and is deemed to include The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
Blanket Waiver of Subrogation Form #MGL232-FL (04/07) applies to the General Liability Policy and is deemed to include The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
Waiver of Subrogation to the Workers Comp Policy and is deemed to include the certificate holder.
30 Days Notice of Cancellation

ACALETICS

14052 NW 82nd Avenue ▪ Miami Lakes, Florida 33016
Dade (305) 362-8887 ▪ Toll Free (866) 877-1222

ACCIDENT/INCIDENT/EMERGENCY Reporting PROCEDURES

Below are the appropriate procedures for handling and reporting accidents or incidents when a pupil and/or employee has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

In the advent of an emergency the following policy is should be adhered to.

- Student/Employee should secure their immediate area by locking the doors, securing all sliding doors, and windows.
- Immediately contact **911** should the situation call for this action
- Establish contact with the building staff to determine what is being done to promote the safety of all occupants of the building.
- Student/Employee should only leave the room briefly to make sure the halls and thruways are clear of any students that are "in transit." These students should be located immediately and taken to a safe area.
- **DO NOT** attempt to leave the room and investigate what may be happening.
- Try to promote a calm environment by continuing with the designated lesson for the tutoring session.
- Wait for emergency services to grant the "all clear" before anyone leaves the room or students are released to their parents/guardians.
- If a fire erupts during a tutoring please evacuate your class in a calm, controlled manner out of the building and to a safe distance.
- **It is the responsibility of the Lead Tutor to complete and submit the Accident/Incident Report to ACALETICS within 48 hours.**

MEDICAL EMERGENCIES

If a student or fellow staff member is injured the Lead Tutor should be informed right away. The Lead Tutor should make the decision as to whether or not 911 should be called. If it is a matter of life and death, 911 should be called before going to the Lead Tutor. After 911 is called, the Lead Tutor or Tutor should notify parent(s) and/or emergency contact(s) of the person (s)/ student(s) involved. It is the responsibility of the Lead Tutor to inform ACALETICS of the incident immediately. It is the responsibility of the Lead Tutor to complete and submit the Accident/Incident Report to ACALETICS within 48 hours.

© Educational Development Associates, Inc.

ACALETICS
14052 NW 82nd Avenue ▪ Miami Lakes, Florida 33016
Dade (305) 362-8887 ▪ Toll Free (866) 877-1222

Accident/Incident Report

Date: _____ **Time:** _____

School: _____ **County:** _____

Name of Person(s) reporting information

_____

Name of Individual(s) involved in incident/accident

_____

Where did the accident/incident take place?

_____

Describe the accident/incident in full detail.

_____

_____

_____

_____

_____

_____

_____

_____

_____

Witness(es) Name (Print):_____

Witness(es)Signature: _____

© Educational Development Associates, Inc.

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.

a corporation organized under the Laws of the State of Florida, filed on September 9, 1987.

The document number of this corporation is M58799.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 9th day of September, 1987

Jim Smith
Secretary of State

CR2E022 (10-85)

ARTICLES OF INCORPORATION

OF

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.

FILED
97 SEP -9 PM 2:14

ARTICLE I- NAME

The name of this corporation is EDUCATONAL DEVELOPMENT ASSOCIATES, INC.

ARTICLE II - DURATION

This corporation shall have perpetual existence commencing on the date of this filing of these Articles of Incorporation with the Department of State.

ARTICLE III - PURPOSE

This corporation is orgainized for the purpose of transacting any or all lawful business.

ARTICLE IV - CAPITAL STOCK

This corporation is authorized to issue 500 shares of $1.00 par value common stock which shall be designated as "Common Shares."

ARTICLE V - PRE-EMPTIVE RIGHTS

Every shareholder, upon the sale for cash of any new stock of this corporation shall have the right to purchase his pro-rata share thereof (as nearly as may be done without issuance of fractional shares) at the price at which it is offered to others.

ARTICLE VI - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 6447 Miami Lakes Dr., East, Suite 206, Miami Lakes, Fl 33014, and the name of the initial registered agent of this corporation at that address is Michael A. Bell.

ARTICLE VII - OFFICERS AND DIRECTORS

This corporation shall have two Directors constituting the initial Board of Directors. The number of Directors may be either increased or decreased from time to time by the Bylaws. The name and address of the initial Officers and the Board of Directors of this corporation are:

Janet Matthews, President/Secretary	7105 Miami Lakes Drive Unit N 20 Miami Lakes, Florida 33014
Michael A. Bell, Vice-President/Treasurer	Same address as above.

ARTICLE VIII - INCORPORATOR

The name and address of the Incorporator signing these articles is:

Michael A. Bell, Vice-President/Treasurer — 7105 Miami Lakes Drive
Unit N 20
Miami Lakes, Florida
33014

ARTICLE IX - INDEMNIFICATION

The corporation shall indemnify any Officer or Director, or any former Officer or Director, to the full extent permitted by law.

ARTICLE X - AMENDMENT

This corporation reserves the right to amend or repeal any provision contained in these Articles of Incorporation, or any amendment hereto, and any right conferred upon the shareholders is subject to this reservation.

IN WITNESS WHEREOF, the undersigned Incorporator has executed these Articles of Incorporation on the date of signing.

Dated: August 31, 1987

Michael A. Bell
Incorporator

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, a Notary Public authorized to take acknowledgments im the State and County set forth above, personally appeared Michael A. Bell, known to be and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the State and County last aforesaid, this 31st day of August, 1987.

NOTARY PUBLIC, State of Florida
at Large

My commission expires: 7-21-91

NOTARY PUBLIC, STATE OF FL...
MY ...
BONDED ...

2

CERTIFICATE DESIGNATING PLACE AND NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

First, that EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.

Desiring to organize or qualify under the laws of the State of Florida, has named Michael A. Bell as its agent to accept service of process within Florida.

Dated: August 31, 1987

Michael A. Bell, Director

ACCEPTANCE OF DESIGNATION BY REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in the Articles, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper performance of my duties.

Dated: August 31, 1987

Michael A. Bell
Registered Agent

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Sunbiz

Detail by Entity Name

Florida Profit Corporation

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.

Filing Information

Document Number	M58799
FEI/EIN Number	650009089
Date Filed	09/09/1987
State	FL
Status	ACTIVE

Principal Address

14052 NW 82 AVE
MIAMI LAKES FL 33016 US

Changed 04/26/2006

Mailing Address

14052 NW 82 AVE
MIAMI LAKES FL 33016 US

Changed 04/26/2006

Registered Agent Name & Address

BELL, MICHAEL A VP
3822 PINE LAKE DRIVE
WESTON FL 33332 US

Name Changed: 03/28/2007

Address Changed: 04/17/2005

Officer/Director Detail

Name & Address

Title PSD

BELL, JANET M
3822 PINE LAKE DRIVE
WESTON FL 33332

Title VTD

BELL, MICHAEL A
3822 PINE LAKE DRIVE
WESTON FL 33332

Annual Reports

Report Year Filed Date

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Fictitious Name Detail

Fictitious Name

ACALETICS

Filing Information

Registration Number	G09105900287
Status	ACTIVE
Filed Date	04/15/2009
Expiration Date	12/31/2014
Current Owners	1
County	MIAMI-DADE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

14052 NW 82 AVENUE
MIAMI LAKES, FL 33016

Owner Information

EDUCATIONAL DEVELOPMENT ASSOCIATES, INC.
14052 NW 82 AVENUE
MIAMI LAKES, FL 33016
FEI/EIN Number: 65-0009089
Document Number: M58799

Document Images

04/15/2009 -- Fictitious Name Filing | View image in PDF format

Note: This is not official record. See documents if question or conflict.

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Submit

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State of Florida, Department of State

E-MAILED AUG 05 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 5th day of August, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Creative Jewels Preschool
Contact Address: 1131-C Live Oak St
City, Zip, State: Quincy, Fla. 32351

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

   PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents Weekly □ Monthly □

To the school Weekly □ Monthly □

To the DISTRICT Monthly **X**

Sessions per Week: 4 # Sessions per Month: 16

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

Online □ One-on-One □

Small Group X Maximum number of students per tuto 10

Time/Day of Sessions:
M, T, W Thur 4:30-6:00 pm (1½ hr)

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $65.00 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

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

Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS
PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010**.

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

[signature] Director 8/5/2010
Provider Authorized Representative: Name / Title / Signature / Date

Creative Jewels Preschool
Name of Supplemental Educational Service Provider:

1131-C Live Oak Street
Address

Quincy, Flo. 32351
City / State / Zip Code

850-627-2025
Phone Number / Tax Identification Number:

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

TRANESHA GALLOWAY - Director
Name / Title Address

8/5/20 850-264-6616 Quincy, Flo. 3235
Date / Phone Number City / State / Zip code

Creative Jewels Preschool
2010-2011 Application

II. Application Proposal

A. Contact Information

Name of Agency Head: Creative Jewels Preschool

Federal Employer Identification Number (FEIN) or Taxpayer ID Number (TIN): 26-2564163

Contact Person Information

Name: Traneisha Galloway
Title: Director
Mailing Address: 1131-C Live Oak Street
City: Quincy
State: FL
Zip Code: 32351
Telephone Number: 850-627-2025
Fax Number: 850-875-2434
Email Address: tlg07@fsu.edu
Organization Website:

Contact Person for SES (This person will be listed on the SES Approved Provider Directory. The same contact person can not be listed for multiple companies.)

Name: Traneisha Galloway
Title: Director
Mailing Address: 1131-C Live Oak Street
City: Quincy
State: FL
Zip Code: 32351
Telephone Number: 850-627-2025
Fax Number: 850-875-2434
Email Address: tlg07@fsu.edu
Organization Website:

B. Applicant Status

◉ Applying as a **New** provider ○ Applying as a **Renewing** provider

(2) Is the applicant an approved provider for SES in any other state?
○ Yes ◉ No

If yes, identify the state(s):

Under what business name(s):

(3) Has the applicant been removed as an approved provider in any state or district within a state, including Florida?
○ Yes ◉ No

Service History

Has the applicant conducted surveys of parents whose children received SES tutoring in the prior school year?
○ Yes ◉ No

Has the applicant's instructional program been subject to a state or self-administered evaluation?
○ Yes ◉ No

C. School District(s) to be Served

Applicant will not be able to add/delete districts once the application is approved.

*Applicants that select to serve students at Florida School for Deaf and Blind must be able to provide transcription of materials into large print and Braille. In addition, tutors serving deaf students must be fluent in American Sign Language.

School District(s) to be Served:
Gadsden

D. Applicant Classification of Eligible SES Providers

- Other (Describe) Child care center serving school age students

E. Academic and Instructional Information

1. Subject Area(s): Check all that apply.

- Reading/Language Arts
- Mathematics

2. Additional Staff Qualifications: Check all that apply.

- Title I paraprofessionals
- Current State of Florida certified teachers

3. Type of Instruction: Check all that apply.

- Small group instruction (not to exceed a group size of five students per tutor)

4. Grade Levels to be Served: Check all grade levels you will serve for each subject area. (Note: The curriculum described in the application must be appropriate for the grade levels indicated):

Mathematics
☑K ☑1 ☑2 ☑3 ☑4 ☑5 ☐6 ☐7 ☐8 ☐9 ☐10 ☐11 ☐12

Reading/Language Arts
☑K ☑1 ☑2 ☑3 ☑4 ☑5 ☐6 ☐7 ☐8 ☐9 ☐10 ☐11 ☐12

Science
☐K ☐1 ☐2 ☐3 ☐4 ☐5 ☐6 ☐7 ☐8 ☐9 ☐10 ☐11 ☐12

F. SES Provisions

1. Student Capacity: Check all that apply.

Indicate the minimum number of students that the applicant would serve at each site: 25

Capacity to serve students with disabilities or plans developed under section 504 of the R
◉ Yes ○ No
Capacity to serve students who are English language learners (ELL)
◉ Yes ○ No
Capacity to serve students with visual impairments
○ Yes ◉ No
Capacity to serve students with hearing impairments
○ Yes ◉ No

2. Location of Services: Check all that apply.

- ☐ School Campus
- ☑ Provider facility
- ☐ Faith-based center (for example, church, temple, mosque, etc.)
- ☐ Community based center
- ☐ Student's home (on-line or computer based)
- ☐ Student's home with tutor present
- ☐ Public site such as public library (Describe):
- ☐ Other (Describe):

G. Operations

1. Day(s) Services will be Provided:

☐ Sun ☑ Mon ☑ Tues ☑ Wed ☑ Thurs ☐ Fri ☐ Sat

2. Length of each service session: Sessions held Monday – Friday and Sunday may not exceed two hours per day. In addition, Saturday sessions may not exceed four hours. Cumulative sessions may not exceed six hours per week.

- 2 Hours

The applicant agrees to provide a minimum of 20 hours of tutoring per student.
◉ Yes ○ No

3. Times of Service

- After school
- Summer

H. Cost of Service

1. Rate for Provision of SES: Per Student, Per Hour, Per Type of Instruction

****Note** The allowable range is between $5 and up to $70 per hour for each student and per type of instruction.**

RATE PER STUDENT PER HOUR:

N/A **Individual tutoring**
N/A **In-home tutoring**
N/A **Distance learning including computer-based instruction**
$65 **Small group instruction**
N/A **Large group instruction**

III. Application Narrative

Applicants will provide a narrative response for each of the bulleted content requirements in the online application. Applicants must access the online system at http://www.fldoe.org/flbpso. To ensure an anonymous review of the application, the company name should not be included in this section. The following content requirements must be included in the narrative:

A. Demonstrated Record of Effectiveness

The provider must have a demonstrated record of effectiveness in increasing the academic achievement of students in subjects relevant to meeting the State's academic content and student achievement standards [20 USC Section 6316(e); 34 C.F.R. §200.47(b)(1)(i)].

- Provide student achievement data that demonstrates that the applicant is effective in increasing academic gains in Reading, if applicable

Lap 3 allows you to show evidence in the student's progress; the assessment is administrator at least three times during a school year, the beginning, middle and end. There were a total of 16 students in our HeadStart program. By the end of the 2008-2009 school year 85% of our HeadStart students were at developmental growth level or above developmental growth level in reading and writing.

- Identify the assessment used to document gains in Reading, if applicable

  LAP 3 Assessments The Learning Accomplishment Profile (LAP) System is a comprehensive approach to understanding and facilitating the development of young children. The assessment addresses developmentally appropriate learning activities for children, it allow early childhood educators to first assess individual skill development in each of the primary developmental domains: language, cognition, social-emotional, and fine and gross motor. Through the assessment process, a profile of acquired and emerging skills can be established as well as significant gaps, which may indicate a need for an in-depth evaluation by specialized professionals. LAP assessment instruments can be used for beginning, mid-, and end-of-year observations of a child's progress as well as for ongoing assessment.

- Provide student achievement data that demonstrates that the applicant is effective in increasing academic gains in Mathematics, if applicable

  Lap 3 allows you to show evidence in the student's progress; the assessment is administrator at least three times during a school year the beginning, middle and end. There were a total of 16 students in our HeadStart program. By the end of the 2008-2009 school year 85% of our students were at developmental growth level or above developmental growth level in math.

- Identify the assessment used to document gains in Mathematics, if applicable

  LAP 3 Assessments The Learning Accomplishment Profile (LAP) System is a comprehensive approach to understanding and facilitating the development of young children. The assessment addresses developmentally appropriate learning activities for children, it allow early childhood educators to first assess individual skill development in each of the primary developmental domains: language, cognition, social-emotional, and fine and gross motor. Through the assessment process, a profile of acquired and emerging skills can be established as well as significant gaps, which may indicate a need for an in-depth evaluation by specialized professionals. LAP assessment instruments can be used for beginning, mid-, and end-of-year observations of a child's progress as well as for ongoing assessment.

B. High Quality, Research-Based Instructional Services

The provider must document that the instructional services provided are high quality, research-based, and designed to increase student academic achievement [20 USC Section 6316(e); 34 C.F.R. §200.47(b)(2)(ii)(C)].

- Describe the curriculum(s) that will be used in Reading, if applicable

1Imagine It! is a core curriculum addressing all five areas of reading, writing and language arts. It has abundant curriculum links to science and social studies, and assessment that informs instruction. There are tools and support for differentiating instruction, which include materials for students who are Approaching Level, On Level, Above Level and English Learners. With Imagine It! dreams become reality, the imagined comes alive, lives change-all through reading. By tapping into their imaginations, the program helps students unleash their potential. At all Levels, Imagine It! delivers on the promise, "reading takes you places". Imagine It is a reading program that focuses on how students like to learn, instead of just the tasks they must complete. Imagine giving students the chance to explore rain forests, travel to the moon, visit foreign lands, all through the magic of reading. Imagine It! completely addresses the five key areas of reading, which research shows is necessary for a strong program. • Phonemic awareness is the ability to hear, think about, and manipulate the individual sounds in spoken words. It helps children learn to read and spell. • Phonics instruction teaches children the relationships between letters of written language and individual sounds of spoken language. • Fluency is the ability to read a text accurately, quickly, and with prosody. Repeated and monitored oral reading • Strong vocabulary skills are correlated to achievement throughout school. The purpose of vocabulary instruction is to introduce students to new words and to teach students a range of strategies for learning, remembering, and incorporating unknown vocabulary words into their existing reading, writing, speaking, and listening vocabularies. • Text comprehension is getting meaning from what is read. • Writing strategy and skill instruction is necessary for students to be able to express themselves and write for an audience. Imagine It! has integrated lesson plans and components to help maximize your students' performance. The Workshop Kit contains hands-on activities such as manipulatives, game boards, and alphabet letters to provide students with fun yet meaningful practice, reteach, and intervention opportunities. Imagine It! provides the resources, activities, and materials we need to reach and engage every learner at every level: • Differentiating Instruction Workshop Planner provides ideas, activities, online, and workbook resources • Workshop time for small group instruction • Workshop Kit filled with manipulatives, games, and activities for connected skills practice • Leveled Readers build fluency, vocabulary, and comprehension skills • Leveled Readers for Science and Social Studies incorporate cross-curricular content • Curriculum Connections to science, social studies, math, art and artists, and includes functional reading • Assessment provides the data to inform instruction • English Learners receive the additional support they need for success • Intervention, Challenge, and Reteach materials With Imagine It! It will: • Lay the foundation of reading skills • Provide practice that increases their confidence • Assess their progress along the way • Provide additional help and challenge where they need it • Guide them in Inquiry that helps them learn to think, question, and probe • Teach them writing strategies

- Provide research supporting the use of the curriculum(s) in Reading, if applicable

Imagine ItImagine It! is a research-based, comprehensive Pre-K–6 reading and

language arts program. It has a proven instructional model built on decades of research and fi eld testing. Its foundational program, Open Court Reading, demonstrates that instruction based on tested, research-based practices gets results. Year after year, the achievement of students with the program has been exceptional on statemandated tests, national standardized tests, district tests, and many other specifi c measures. About Bonneville Elementary School • Serving approximately 600 students in Grades Pre-K–5, this school's population is 50% Caucasian, 37% Hispanic, 7% multicultural, and 6% African American • 55% qualify for free or reduced-price lunch • 18% are classifi ed as English learners • 25% are eligible for exceptional student education services Nearly one-quarter of all students at Bonneville Elementary School participate in exceptional student education (ESE). Their exceptionalities vary widely in severity, yet each one has achieved reading profi ciency levels as measured by Adequate Yearly Progress since 2005. Dr. Kimberly Bias, Principal, credits SRA/McGraw-Hill's reading programs, a "Dream Team" staff , hard working students, and involved parents. Open Court Reading has been the school's core reading program for all students in Grades Pre-K–5 since fall 2002 with the implementation of Imagine It! beginning fall 2008 in Grades 3–5. While reading success is now prevalent at Bonneville Elementary School, this wasn't the case before Open Court Reading was implemented. In fact, only 52% of Grade 5 students scored Profi cient or Advanced in reading on Florida Comprehensive Assessment Test (FCAT) in 2002. By 2007, 77% attained that same level, an increase of 25 percentage points. In addition, the state of Florida has continuously awarded the school an "A" grade since the adoption. The mobility rate at Bonneville Elementary School is fairly high: 29%. Dr. Bias said progress monitoring helps target these new students as quickly as possible. "Some children need more intervention than others, but we know these structured, systematic programs will get them up to speed," she said. Immediately upon walking through the doors of Bonneville Elementary School, students are given a DIBELS assessment, and depending on the results, a placement test for specifi c academic programs to meet their individual needs. "We maximize every opportunity for learning without a single moment to spare." For more information: Principal Kimberly V. Bias Bonneville Elementary School 14700 Sussex Drive Orlando, Florida 32026 Tel: (407) 249-6290 Fax: (407) 249-4420

- Describe the curriculum(s) that will be used in Mathematics, if applicable

SRA Real MathA technology-rich curriculum to develop essential math concepts and skills. SRA Real Math, Grades PreK-6, makes mathematics real for students by building on what students already know and learn outside the math classroom and incorporating essential skills and concepts through exciting and relevant applications. This connected math program is based on solid research and thoroughly field tested content. SRA Real Math exceeds today's math standards by aligning with NCTM Focal Points and fully integrating all five strands of math proficiency including understanding, computing, applying, reasoning, and engaging. Features for Real Math Discover Real Math and the research behind this successful math program Student Edition (Grades K-6) Take advantage of research-based lessons that offer development and practice for all concepts. Student Assessment Booklet (Grades K-6) Use this convenient

assessment tool to help keep students on track. Exercise Book (Grades 3-6) Build math skills using these exercises from the hardbound student books to help students record their answers and show their work. Practice Workbook (Grades K-6) Get extra practice with this workbook version for every lesson. Teacher Materials Teacher's Editions (Grades PreK-6) Teacher's Editions provide systematic, explicit instruction built on a foundation of successful mathematics research. A wealth of background information and strategies help you provide quality instruction. Assessment (Grades PreK-6) Evaluate student proficiency and determine instruction through a wide variety of assessment options. Intervention Support Guide (Grades K-6) Bring all students up-to-speed with alternative approaches, more intense instruction, and additional practice of prerequisite skills for every chapter. English Learner Support Guide (Grades K-6) Take advantage of strategies for previewing and reviewing lesson concepts and vocabulary. Enrichment Support Guide (Grades K-6) Offer your students activities that are designed to expand lesson concepts for every lesson. Reteach Support Guide (Grades 1-6) Use this tool to offer alternative strategies for presenting lesson concepts. Home Connection (Grades K-6) Use this collection of newsletters, surveys, and activities to encourage school-to-home communications. Across the Curriculum Math Connections (Grades K-6) Offer engaging cross-curricular projects and WebQuests to help develop mathematical proficiency. Games Full-color games and playing pieces provide a fun format for reinforcing basic math skills. While students are practicing math facts, they also use strategies that require critical and logical thinking. These games were designed for the SRA Real Math program, but can be used with any math program, Technology (Grades PreK-6) SRA Real Math includes a unique online technology suit. This one-of-a-kind fully integrated suite lets you plan, teach, and assess quickly and easily. Also included are dynamic student pieces such as an e-textbook, e-games, and e-Math tools. Manipulatives Discover unique and thought-provoking manipulatives that engage, excite, and build enthusiasm for math among students. Manipulative kits are available in convenient packaging options and help build concept development. SRA Real Math has five kit groupings for Grades K-6.

- Provide research supporting the use of the curriculum(s) in Mathematics, if applicable

Results with SRA Real Math About SRA Real Math SRA Real Math is a research- and standards-based elementary mathematics curriculum that aligns research, standards, and testing to develop student proficiency. The program incorporates print materials, technology, and manipulatives to reach all learners. About the Results: Figures 1, 2, and 3, illustrate that students using SRA Real Math achieved positive gains at each level after being exposed to the program for only one year. Kindergarteners and first graders showed the greatest average gains in achievement from the beginning of the school year to the end, while overall gains tended to taper off in the upper grades. All grades in all three schools saw gains from Fall 2006 to Spring 2007 as a result of using SRA Real Math. About the Test: These figures depict gains achieved by SRA Real Math students on the mathematics section of the TerraNova, The Second Edition (California Achievement Test/6). The CAT/6 is a widely used horizontally and vertically scaled standardized norm-referenced test. Figure 1. Real Math Gains (Palo Alto Elementary) 350 400 450 500 550 600 650 700

Grade K Grade 1 Grade 2 Grade 3 Grade 4 Grade 5 Scale Score* Fall 2006 Spring 2007 +53 +47 +27 +33 +24 +31 Palo Alto Elementary, San Antonio, TX *Horizontal scaling is a process used to ensure that different versions of a test use questions with similar levels of difficulty to measure common academic content. For example, 10 students in one classroom might be administered Form A of a standardized math test, 10 might take Form B, and 10 might take Form C. Although the actual questions may differ from form to form, horizontal scaling makes it possible to compare performance on a common measurement scale. Similarly, vertical scaling places scores from different grade levels on a common measurement scale, thereby allowing academic growth to be monitored as students progress through school. Figure 2. Real Math Gains (Benavidez Elementary) 350 400 450 500 550 600 650 700 Grade K Grade 1 Grade 2 Grade 3 Grade 4 Grade 5 Scale Score* Fall 2006 Spring +43 2007 +42 +29 +29 +13 +13 Figure 3. Real Math Gains (Parkside Elementary) 350 400 450 500 550 600 650 Grade K Grade 1 Grade 2 Grade 3 Grade 4 Grade 5 Scale Score* Fall 2006 Spring 2007 +52 +53 +27 +20 +21 +12 Benavidez Elementary, San Antonio, TX Parkside Elementary, Atlanta, GA

C. Services Consistent with Florida's Next Generation Sunshine State Standards and Instructional Program of School District

The provider must ensure that supplemental educational services are consistent with the instructional program of the local educational agency and aligned with State academic content and student academic achievement standards [20 USC Section 6316(e); 34 C.F.R. §200.47(b)(1)(ii), (b)(2)(ii)(A); 34 C.F.R. §200.47(b)(2)(ii)(B)].

- Describe how the proposed curriculum(s) aligns with Florida's Next Generation Sunshine State Standards

  The Imagine it curriculum establish the core curricular content for language arts. The Imagine It! provide the following standards which aligns with the Florida's Next Generation Sunshine State Standard the reading process, literary analysis, the writing process, writing applications, communication, and information and media literacy. The standards does include distinct grade-level expectations for the core content knowledge and skills that a student is expected to have acquired by each individual grade level from kindergarten through grade 8. SRA Real Math Curriculum aligns with Florida's Next Generation Sunshine State Standard which consist of algebra, geometry, probability, statistics, calculus, discrete mathematics, financial literacy, and trigonometry. The standards does include distinct grade-level expectations for the core content knowledge and skills that a student is expected to have acquired by each individual grade level from kindergarten through grade 8.

- Provide an example of how the proposed program aligns with at least one district's instructional program

  LITERACY LESSON EXAMPLE: 1st Grade Standards addressed: LA 1.1.1.1 (School District), LA. 1.1.1.1 (Imagine It!) same as the school district: The Student will locate the title, table of contents, names of author and illustrator,

glossary, and index and the student will identify individual phonemes (sounds) in words. The student will generate sounds from all letters and spelling patterns, consonant blends, long and short vowel patterns and blends those sounds into words. The student will apply letter-sound knowledge to decode phonetically regular words quickly and accurately in isolation and in context. MATH LESSON EXAMPLE: 1st Grade standards addressed: FL MA.1.A.1.1; same as the district instructional program MA.1.A.1.1. Independent: Identify the meaning of addition as adding to and subtraction as taking away from. Supported: Demonstrate understanding of the meaning of joining (putting together) and separating (taking apart) . Participatory: Recognize when an object or person is added to (addition) or is taken away from. Develop understandings of addition and subtraction strategies for basic addition facts and related subtraction facts.

D. Measurable Achievement Goals

The provider must set measurable achievement goals for each student in consultation with each student's parents and the school district. [20 USC Section 6316(e); 34 C.F.R. §200.46(b)(2)(i)(A)]

- Describe how the provider will work with the school district and parents to develop measurable achievement goals for each student

  The provider will use the following assessments for the development of Student Learning Plan: for Reading "Imagine It Assessment", and the Scholastic Reading Inventory (SRI). For Math "enVision Math Florida" Assessment tool. Data generated from the aforementioned assessments will be used by the Executive Director and Lead Teachers, in consultation with the parents and school district, during the Student Learning Plan development process, which will occur directly following the assessment and no later than October 15. They use the results to create Student Learning Plan (SLP) goals that are SMART. Specific (based on skill gaps and drawn from the NGSSS). Measurable (progress toward specific skill achievement can be measured). Achievable (goals in appropriate range). Relevant (goals based on students' achievement gaps and time-based (length of time needed to achieve a skill). Our instructional staff consults with students' parents/guardians, classroom teachers, and school administrators to further develop and finalize SLP goals. We emphasize collaboration between our instructional staff and each student's family, teacher(s) and school in creating an SLP that explicitly states the student's current instructional level, skills to be improved and specific achievement goals within those skills.

- State the name of the pre- and post-assessment that will be used in Reading, if applicable

  Scholastic Reading Inventory (SRI) and Imagine It! pre and post assessment will be used to determine reading level and to show progress.

- State the name of the pre- and post-assessment that will be used in Mathematics, if applicable

enVisionMATH Florida pre and post assessment will be used to determine math level and to show progress.

E. Reports of Student's Progress

The provider must measure the student's progress, and regularly inform the student's parents and teachers regarding the progress of the student in improving academic achievement as outlined in the student learning plan [[20 USC Section 6316(e); 34 C.F.R. §200.46(b)(2)(i)(B), (ii)].

- Describe the procedures that will be used to track the student's progress on the goals identified in the Student Learning Plan

  Bi-weekly assessments are administered but vary depending on the student learning plan goals. For phonetic goals, students will be assessed using the "Imagine It"; and "enVision Math Florida" monitoring tools for math. For students with comprehension goals such as main idea, comparing and contrasting, etc., students will be assessed biweekly with a reading comprehension quiz. Once students begin tutoring, every two weeks, the students will be given the assessment to determine if the student is on track for accomplishing his/her student learning plan goals which will be communicated to parents, teachers, and district staff on the progress report. We will provide a numerical score on the progress report (i.e. 50% on Main Idea, 75% on Cause and Effects). There are several ways that the data on the progress report will be disseminated to all required stakeholders. First, the site coordinator completes the written progress report biweekly with two copies. One copy is sent home to the parents/guardians and the other will be placed in the mailbox of the student's reading and mathematics teacher for review. Another way to ensure that we are communicating with the parents is to mail home a monthly progress report to parents in their native language (i.e. translation of progress report to parents' native language).

- Describe the process for reporting students' progress on the goals of student learning plans to parents

  Our progress reports are provided to parents in a meaningful and understandable way because we attach a narrative explanation of the students' accomplishments and areas of concern. Also, we provide a bar graph that shows parents visual representation of their child's scores on our progress monitoring assessments (i.e. Imagine It and enVision Math Florida). To maintain ongoing contact with our agency regarding student's progress, the parents will be provided with a special tear-off section on the progress report. In this tear-off area of the progress report, the parents will be able to provide feedback, comments, or questions regarding their child's progress report and/or scores on the assessments. More importantly, the parents will be asked to always send back this tear-off to let our agency know that they have received, read, and understand the content of their child's progress report. Parents will be told during the beginning of the student learning plan meetings that if they are not receiving bi-weekly progress reports, they should notify our agency via phone call or email immediately. Finally, once a month we will call parents to remind them to send back their tear-off comments and to contact our agency if

they are not receiving progress reports or if they have questions regarding the progress report or our tutorial services.

- Explain how progress reports will be provided in the parents' native language

  Progress reports will be translated in the parents' native language if they are not English fluent.

- Describe the process for reporting students' progress on the goals of student learning plans to the classroom teacher

  Students' progress on the goals of the student learning plans will be emailed to the classroom teacher bi-weekly. Also a hard copy will be placed in the classroom teacher mail box at the School District Office to be delivered by the school mail courier.

F. Capacity and Resources

The provider must have the capacity and resources to provide supplemental services to students [20 USC Section 6316(e); 34 C.F.R. §200.47(b)(1)(iii)].

- Describe the activities that must take place to ensure services begin by October 15th

  Our agency is well prepared with adequate infrastructure to easily begin providing services by October 15th. We have experienced management and well established systems to track all required tutoring information. Our agency will conduct tutoring services at our community center. In July and August we will attend mandatory meetings and ensure all required insurance is obtained for the upcoming year. Our staff will have already completed background screenings; fingerprinting and drug testing are on file. By August 30 we will prepare for and attend Provider Fairs. By August 30, tutors will be trained in instructional strategies, policies, documentation, ethics, how to align instruction with Sunshine State Standards, and administering pre and post tests. Tutors will sign that they understand and will abide by all state, district, and agency requirements. Upon receipt of assigned student lists around September 26, we will immediately place calls to parents to discuss their child's specific needs, get the Student Learning Plan forms signed, and set up a time for tutoring sessions before October 15. Our curriculum coordinator will immediately match students to tutors based on their needs and grade level. The curriculum coordinator and assistants will establish an Student Learning Plan for each student and go over its implications with the students' tutors. The district manager will ensure parents receive SES tutoring option information, correspond with the district, prepare for provider fairs, and do customer relations with parents.

- Describe the professional development provided to all instructional staff throughout the school year

  To ensure that our program is implemented with fidelity we provide intensive initial training, professional development and ongoing support for our tutors.

Initially, our tutors receive intensive training in curriculum and agency guidelines. The intent of this initial training is to familiarize tutors with our materials, the instructional model and methodologies we employ. Some training topics have included: Strategies for improving Student Attendance, addressing Diverse Learning Styles, Differentiating instructions, and Building Self-Esteem through Academic Success. Once tutoring has begun, we provide on-going tutoring support through our Lead Teacher and Executive Director (ED). Our ED will serve as the Educational Site Manager (ESM). Our ESM is an experienced administrator and our Lead Teacher and Tutors are seasoned educational professionals who have been classroom teachers, reading and math specialist. Using our SES Site Observation form supervision and feedback is provided. Our curriculum team also provides regular monitoring of our tutoring sessions. They monitor each child's academic progress through our SES On-line Management System. Tutors record and evaluate the progress of each child after each session using the system. When necessary, additional staff development is scheduled on a case by case basis to maximize staff performance and to facilitate positive student achievement.

- Describe a process for supervising and monitoring tutors to ensure the proposed program is implemented with fidelity

Our Executive Director (ED) visits each site on both scheduled and unscheduled visits. Educational Site Manager (ESMs) model lessons, assist with disciplinary issues and serve as our liaison to the school district facilitators. Using our SES Site Observation form. ESMs ensure that tutors are meeting the goals and expectations as they were trained. Our curriculum team also provides regular monitoring of our tutoring sessions. They monitor each child's academic progress through our SES On-line Management System. Tutors record and evaluate the progress of each child after each session using the system. When necessary, additional staff development is scheduled on a case by case basis to maximize staff performance and to facilitate positive student achievement. Comprehensive initial tutoring training, constant and consistent observation, along with immediate feedback ensures that our program is implemented with fidelity.

G. Compliance with Applicable Federal, State, Local Health, Safety, and Civil Rights Laws

The provider must comply with applicable federal, state, and local health, safety, and civil rights laws and regulations, to provide supplemental services to students [20 USC Section 6316(e); 34 C.F.R. §200.47(b)(2)(iii)].

- Describe the training for instructional staff related to health, safety, and civil rights laws and regulations

All staff will receive a comprehensive manual that serves as a training guide and reference manual. The manual provides instructions specific to our instructional methods/procedures, and strategies. It also includes our code of ethics and general operating practices. Safety guidelines, emergency procedures, discipline policy and personnel manual are included. Family

Educational Rights and Privacy Act (FERPA) and child abuse statutes as defined by Florida Statute 39.201 information are outlined in this manual. Teachers have on hand all the necessary reference tools to provide excellent service to students. Each instructor will be subject to at least one random observation per month. Upon hiring, all staff must complete and sign a legal contract that clearly states all ethical and confidential business practices. The contract will include a provision that states that any instructor who deviates from these practices will be subject to penalty including and not limited to suspension and/or termination. Our tutoring center features security monitoring. The Lead Teacher will be available to provide supervision should a student arrive early or leave late, or if instructors are busy with another student. All students will be supervised at all times.

- Describe a process to intervene if problems are identified

The Executive Director will meet with teachers and/or students immediately to intervene should problems arise. The procedure manual will take precedent if issues are not resolved. We have a zero tolerance policy in this area and any instructor who does not maintain proper supervision of students will be terminated. The Executive Director/Lead Teacher will review all practices to ensure ethical conduct. Our director and lead teacher will meet with instructors during monthly continuous training seminars. During these meetings, supervisors will address effective pedagogy as well as proper instructor conduct.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 8/5/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AFFORDABLE INSURANCE 104 G EAST WASHINGTON ST QUINCY FL 32351	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED GALLOWAY, TRANEISHA DBA CREATIVE JEWELS PRE SCHOOL 1131 LIVE OAK ST QUINCY FL 32351	INSURER A: Atlantic Casualty Insurance Company	42846
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY			L083005645-0	06/16/2010	06/16/2011	EACH OCCURRENCE	1,000,000
	[X] COMMERCIAL GENERAL LIABILITY	[X]	[ ]				DAMAGE TO RENTED PREMISES (Ea occurrence)	50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	5,000
							PERSONAL & ADV INJURY	1,000,000
							GENERAL AGGREGATE	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS-COMP/OP AGG	INCL.
	[X] POLICY [ ] PROJECT [ ] LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO	[ ]	[ ]				BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
	[ ] UMBRELLA LIAB [ ] OCCUR	[ ]	[ ]				EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY Y/N [ ]	N/A	[ ]				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below.						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
		[ ]	[ ]					

DESCRIPTION OF OPERATION / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space required)
Business Description - DAYCARE

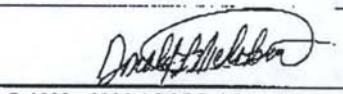
CERTIFICATE HOLDER

GADSDEN COUNTY SCHOOL DISTRICT
35 MARTIN LUTHER KING BLVD
QUINCY FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2009/09)

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LEASE

THIS LEASE, executed, this 12th day of February 2008, between Rex Kever and Terry Kever Rental whose mailing address is 306 E. King Street, Quincy, Fla. 32351, hereinafter called Lessor, and Traneisha Galloway (SS#590-40-9652) dba/ Childcare Center whose mailing address is, 1633 Smith Street, Quincy, Fla. 32351 hereinafter called Lessee:

WITNESS

That the Lessor do hereby lease and demise unto the Lessee the following described property, to- wit : 1131-C Liveoak Street, Quincy, Fla. 32351.

RENTAL

1.) TO HAVE AND TO HOLD the above described premises hereby leased to the Lessee for a period of five years commencing the 1st day of May 2008 and ending the 30th day of April 2013, the Lessee yielding and paying to the Lessor a monthly rental, to be paid in advance, without demand, on the 1st day of every month during the term of this lease.

The monthly rental for year one shall be $2,000.00 per month plus sales tax of 7% $140.00 for a total per month $2,140.00.

The monthly rental for year two shall be $2,250.00 per month plus sales tax of 7% $157.50 for a total per month $2,407.50.

The monthly rental for year three, four and five shall be $2,500.00 per month plus sales tax of 7% $175.00 for a total of $2,675.00.

The Lessee will be responsible for their own electricity, garbage, gas, sewage and water bill. This will not include telephone or janitorial services.

The above described premises are hereby leased as aforesaid to the Lessee and, as mutually agreed to by the Lessor and the Lessee, upon the following terms, covenants, agreements and conditions as is:

The Lessee promises and agrees to pay the rent during the term herein reserved at the times and in the manner aforesaid.

The Lessee promises and agrees to pay rent no later than the 7th day of each month or a penalty of 10% shall be applicable.

OPTION TO RENEW

The Lessee shall have the option to renew their lease after the term of five year if paid in a timely manner. This lease will automatically renew, If Lessee exercises option to renew, the Lessee shall give Lessor 60 days written notice prior to expiration of this lease. The Lessee shall agree to give written notice 60 days prior to termination and pay the Lessor severance pay for one month if for any reason the contract has to be terminated by Lessee. The Lessor reserves the right to terminate the lease with a sixty day written notice to Lessee.

USE OF PREMISES

2.) The premises hereby leased are to be used by the Lessee as a child care center.

ASSIGNMENTS

3.) The Lessee shall not sublease all or any part of the premises hereby leased without the prior written consent of the Lessor, and shall use the premises as a business. The Lessee shall not assign this lease, or any rights of the Lease thereunder, without the prior written consent of the Lessor. Lessor shall not withhold consent to a subtenant of Lessee providing such subtenant is financially responsible and reputable.

INDEMNITY

4.) The Lessee promises and agrees that it shall fully indemnify and save harmless the Lessor for any and all losses, liability, claim or expense, for/or on account of any damage or injury to any person or to the goods, wares, merchandise or other property of any person, arising out of the use or occupancy by the Lessee of the premises hereby leased. The Lessee will be responsible for their own content insurance and must provide a copy of liability insurance to Lessor prior to moving in office space.

END OF TERM

5.) The Lessee promises and agrees that it shall peaceably quit and deliver up the premises hereby leased to the Lessor's upon the expiration or sooner termination of this lease in as good order and condition as the same now are in or may be put into by the Lessor, reasonable and careful usage thereof and fire and any unavoidable casualties excepted, and the Lessee also promises and agrees to pay for all damage to the premises hereby leased and to the other tenants of said premises, as well as all damage to the other tenants of said building, caused by Lessee's misuse or neglect of said premises.

LESSEE'S PROPERTY

6.) Any property of whatsoever nature which the Lessee shall furnish or use upon the premises hereby leased, whether affixed to said premises or not, unless otherwise provided herein, shall remain the property of the Lessee.

LESSEE'S IMPROVEMENTS

7.) The Lessee shall have the right at its own expense to remodel, erect, construct, install and make partitions, counters, improvements and betterment's in and to the premises hereby leased, provided that all changes are approved by the building inspector and are up to code, also the prior written consent of the Lessor must be obtained. At the expiration or other termination of this lease the Lessee shall, at its own expense, remove all partitions, counters, improvements and betterment's erected, constructed or installed by the Lessee and shall restore the premises hereby leased to the condition existing therein on the day on which the term began, unless otherwise agreed upon between the parties hereto.

DEFAULT

8.) If the Lessee shall fail to pay the monthly rental herein required when the same shall become due, or shall fail to perform or comply with any condition or stipulation herein provided to perform or comply with any condition or stipulation herein provided to be performed or complied with by said Lessee for fifteen (15) days after the Lessor shall have given the Lessee written notice of such default, or if the Lessee shall be adjudicated a bankrupt ; or if the Lessee shall be appointed for the Lessee upon the ground of her insolvency ; then and in any one or more of said events the Lessor's may enter upon the premises hereby leased and repossess the same and expel the Lessee therefrom, and those claiming under and through her without prejudice to any other remedies which the Lessor's may have against the Lessee for arrears of rent, or for breach of any other of the terms hereof, and in the event of any such default on the part of the Lessee, and repossession by the Lessor's, this lease shall thereupon terminate, and it is agreed that in that event the Lessee shall remain liable to the Lessor's, this lease shall thereupon terminate, and it is agreed that in the rental reserved herein as such rent becomes due, less the avail of re-renting, if any, until the expiration of the term of this lease, or any renewal therefore then in effect, it being agreed the Lessor's will make every reasonable effort to re-rent.

REPAIR OF PREMISES

9.) The Lessor shall keep in good order and repair any exterior of the premises hereby leased, reasonable and careful usage thereof and fire and unavoidable casualties excepted. The Lessee shall maintain the plumbing, electrical and heat and air conditioning units.

DESTRUCTION OF PREMISES

10.) The Lessor promises and agrees that if, during the term of the lease or any renewal therefore, the premises hereby leased shall be damaged by fire or any unavoidable casualty, said premises shall be repaired by the Lessor with all reasonable diligence ; and in case said premises shall be so badly damaged that they cannot be repaired so as to be fit for occupancy within thirty (30) days from the date of damage, the rent payable under this lease shall cease from the date of damage until the premises shall be so repaired ; shall not be terminated unless such repairs shall require more than sixty (60) days, in which case the Lessor and the Lessee shall each have the option of terminating this lease. During the period that the premises hereby leased cannot be satisfactorily occupied or used by the Lessee the rent payable under this lease shall be abated in the proportion that the portion of said premises which cannot be so occupied or used bears to the entire premises hereby leased.

QUIET ENJOYMENT

11.) The Lessor covenants that if the Lessee shall keep and perform all of this lease on the part of the Lessee to be performed, the Lessee shall have peaceable possession and quiet enjoyment of the premises hereby leased until the expiration or other lawful termination of this lease, or any renewal hereof.

SUCCESSORS AND ASSIGNS

12.) All of the provisions of this lease, and of any renewal hereof, shall apply and be binding upon the parties hereto, and their respective heirs, executors, administrators, successors and assigns; also the term "Lessor": shall be construed in the singular or plural number according as it represents one or more or entities.

WAIVER OF SUBROGATION

13.) The Lessor and the Lessee hereby expressly waive any and all claims against each other for the loss and/or damage arising or resulting from the occupancy or of the demised premises, or from any operation conducted therein or thereabouts caused by fire, or any accidents and/or other perils that are insurable under standard form fire insurance policies, including damage resulting from the negligence by the Lessor or Lessee, agents, servants, employees or invitees.

SIGNAGE

14.) The Lessee shall have the right at its own expense to paint, display, inscribe, maintain, erect, or affix a sign to the premises hereby leased, provided the prior written consent of the Lessor is obtained. Any signage must be approved by the City of Quincy.

SERVICES

15.) The Lessor shall agrees to pay for the real property taxes, insurance and /or assessments for the premises hereby leased.

PARKING

17.) Parking will be available in the parking lot. The Lessor will not be responsible for any damages or thefts to any vehicles.

NOTICES

18.) Any notices or demand to be given hereunder shall be given to the Lessor at 306 E. King Street , Quincy, Fla. 32353, (850)627-7375.

INSURANCE

19.) Lessor will, during the term of this lease and any extension thereto, keep the property in which the leased premises are located insured against loss by damage by fire or other casualty, in a reasonable and adequate amount. Lessee shall carry such insurance as he/she may deem necessary to protect itself against loss occasioned by fire or other casualty to any fixtures, furniture or other articles of personal property of tenant which may be situated within the demised premises.

IN WITNESS WHEREOF, the parties hereto have caused this lease agreement to be executed this 12 day of Feb, A.D. 2008

Signed, Sealed and Delivered
in the presence of :

REX D. KEVER

TRANEISHA GALLOWAY

RENEA KEVER

WITNESS

FLORIDA DEPARTMENT OF EDUCATION

STATE BOARD OF EDUCATION

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Dr. Eric J. Smith
Commissioner of Education

Just Read, Florida!

May 4, 2010

Traneisha Galloway
Creative Jewels Preschool
1131-C Live Oak Street
Quincy, FL 32351

Dear Ms. Galloway:

I am pleased to inform you that your application to become a state-approved supplemental educational services (SES) provider for the 2010-2011 school year has been approved. Approval was based on the submission of the requirements detailed in the Request for Applications, agreement with the assurances set forth in the document, and compliance with all SES provider eligibility requirements.

Section 1008.331, Florida Statutes, requires SES providers to provide services to eligible students no later than October 15th of each school year contingent upon receipt of their district-approved student enrollment lists at least 20 days prior to the start date. In the event that a contract with an SES provider is signed less than 20 days prior to October 15th, the SES provider shall have no less than 20 days from the date the contract was executed to begin delivering services.

The existing statute also mandates that SES providers must be able to deliver SES to eligible students in the school districts in which the SES provider is approved by the state. If an SES provider withdraws from offering services to students in a school district in which it is approved and in which it has signed a contract to provide services, and the minimum number of students per site set by the SES provider has been met, the school district must report the SES provider to the Florida Department of Education (FDOE). The SES 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 SES provider shall be ineligible to provide services in the state the following year.

We are pleased to award approval to your organization to become an SES provider and look forward to a successful 2010-2011 school year. If you have questions or need additional information, please contact the Bureau of Federal Educational Programs at (850) 245-0479.

Sincerely,

Dr. Frances Haithcock

FH/lbm

DR. FRANCES HAITHCOCK
CHANCELLOR OF PUBLIC SCHOOLS

RECEIVED AUG 03 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Four Penmanship Inc.
Contact Address: 13181 SW 45 Drive
City, Zip, State: Miramar, FL 33027

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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



PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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

2. CHILD ABUSE REPORTING

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

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly □	Monthly ☑
To the school	Weekly □	Monthly □
To the DISTRICT	Monthly **X**	

Sessions per Week: 3 # Sessions per Month: 12

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

Online □ One-on-One □

Small Group ☑ Maximum number of students per tutor 10

Time/Day of Sessions:
Afterschool ; Tuesdays, Wednesdays, Thursdays

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $70 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

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

Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS
PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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



THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Ardonnis Lumpkin President 7/16/10
Provider Authorized Representative: Name / Title / Signature / Date

Pour Penmanship Inc.
Name of Supplemental Educational Service Provider:

13181 SW 45 DRIVE
Address

Miramar, FL 33027
City / State / Zip Code

954-445-0692 · 651011080
Phone Number / Tax Identification Number:

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

Wanda Barkley - District Manager 3337 Woodbriar Lane
Name / Title Address

7/16/10 850-322-0771 Tallahassee FL 32303
Date / Phone Number City / State / Zip code

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Pour Penmanship Inc.

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
13181 SW 45 Drive

Requester's name and address (optional)

City, state, and ZIP code
Miramar, FL 33027

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
6	5	–	1	0	1	1	0	8	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► [signature] Date ► 7/29/10

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

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Florida Profit Corporation

POUR PENMANSHIP INC.

Filing Information

Document Number	P00000046484
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Principal Address

13181 SW 45TH DRIVE
MIRAMAR FL 33027

Changed 10/16/2008

Mailing Address

13181 SW 45TH DRIVE
MIRAMAR FL 33027

Changed 10/16/2008

Registered Agent Name & Address

LUMPKIN, ARDONNIS M E.D. S
13181 SW 45TH DRIVE
MIRAMAR FL 33027 US

Name Changed: 04/29/2010

Address Changed: 04/29/2010

Officer/Director Detail

Name & Address

Title PSTD

LUMPKIN, ARDONNIS
P.O. BOX 69-3300
MIAMI FL 33269

Annual Reports

Report Year	Filed Date
2008	10/16/2008

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 07/07/10

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
Mckinley Financial Services 545 North Andrews Avenue Ft. Lauderdale, FL 33301 Phone (954)938-2685 Fax (954)938-2695	**INSURERS AFFORDING COVERAGE**	**NAIC #**
INSURED POUR PENMANSHIP INC 13181 SW 45th Drive Miramar FL 33027	INSURER A: Maxum Specialty Insurance	
	INSURER B: Hartford Insurance Copany	
	INSURER C: National Liability & Fire Insurance Co.	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	☑	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☑ ☐ CLAIMS MADE ☑ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	MPL492853	05/21/2010	05/21/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	1000000 50000 5000 1000000 2000000
C	☐	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS ☐ _____ ☐	73APR249488	05/06/2010	05/06/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	1000000
	☐	**GARAGE LIABILITY** ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
	☐	**EXCESS / UMBRELLA LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	
B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? Y/N y **(Mandatory in NH)** If yes, describe under SPECIAL PROVISIONS below	21WECZH0473	08/25/2009	08/25/2011	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	1000000 1000000 1000000
A		**OTHER** PROFESSIONAL	MPL492853	05/21/2010	05/21/2011	AGGREGATE	2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The School Board of Gadsden County is named additional insured with respects to the General Liability policy

CERTIFICATE HOLDER

The School Board of Gadsden County
35 Martin Luther King Jr. Blvd
Quincy, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

James Drake

ACORD 25 (2009/01) QF

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RECEIVED AUG 03 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 4th day of August, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Investing In our Youth, Inc.
Contact Address: P.O. BOX 105
City, Zip, State: Quincy, FL 32353

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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

2. CHILD ABUSE REPORTING

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

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly ☐	Monthly ☑ X
To the school	Weekly ☐	Monthly ☑ X
To the DISTRICT	Monthly **X**	

Sessions per Week: 4-8 # Sessions per Month: 16

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

Online ☐ One-on-One ☑

Small Group ☑ Maximum number of students per tutor 5

Time/Day of Sessions:
3:30 - 6:30 pm - Monday - Thursday

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $60 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

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

Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS
PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Alma Venisee, Director - Venisee 7/13/10
Provider Authorized Representative: Name / Title / Signature / Date

Investing In Our Youth, Inc.
Name of Supplemental Educational Service Provider:

P. O. Box 105
Address

Quincy, Florida 32353-0105
City / State / Zip Code

850-570-2003 59-3424875
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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID AS

DATE (MM/DD/YYYY) 07/28/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Pat Thomas & Associates
P.O. Box 1919
Quincy FL 32353
Phone: 850-875-1776 Fax: 850-875-2776

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: INVES-1

INSURED

Investing In Our Youth
PO Box 105
Quincy FL 32351

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Southern Cross Underwrite	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
A	[X] COMMERCIAL GENERAL LIABILITY			CL2564595	12/29/09	12/29/10	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
A	[X] Child ABuse	X		CL2564595	12/29/09	12/29/10	PERSONAL & ADV INJURY	$ 1,000,000
A	[X] Child Molestation			CL2564595	12/29/09	12/29/10	GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
	[ ]							
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Property Section			08/4871	12/29/09	12/29/10		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
School Board of Gadsden County, Florida including all current, former and future Board Members, employees , officers, volunteers and agents as additional insured

CERTIFICATE HOLDER

SCHOOLB

Gadsden County School Board
35 MLK Jr Blvd.
Quincy FL 323251

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Pat Thomas

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RECEIVED JUL 21 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 1 day of July 2010, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: !!!@ All Things Through Learning, Inc.
Contact Address: 2202 N. Harold Ave
City, Zip, State: Tampa, FL 33607

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

   PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly ☐	Monthly ☐
To the school	Weekly ☐	Monthly ☐
To the DISTRICT	Monthly **X**	

Sessions per Week: 3 # Sessions per Month: 12

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

Online ☐ One-on-One ☑

Small Group ☑ Maximum number of students per tutor 10

Time/Day of Sessions:
Monday - Sunday Time varies according to SLP

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 70 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Dwayne Raiford, CEO, Dwayne Raiford, 7/15/10
Provider Authorized Representative: Name / Title / Signature / Date

!!! @ All Things Through Learning, Inc.
Name of Supplemental Educational Service Provider:

2202 N. Harold Ave
Address

Tampa, FL 33607
City / State / Zip Code

888-544-2885 / 30-0358815
Phone Number / Tax Identification Number:

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

Cara Askia, Coordinator — 2740 W. Tharpe St. #306
Name / Title — Address

7/15/10 888-544-2885 x 0 — Tallahassee, FL. 32303
Date / Phone Number — City / State / Zip code

!!!@ All Things Through Learning, Inc.
PO Box 20361 Tampa, FL 33622-0361
1-888-544-2885

Please find attached in the following documents:

- Certificates of Insurance
- W-9 Form
- Marketing Materials
- Board Members
- Articles of Incorporation
- ATTL Tutorial Operation Plan

Policy Number:

Date Entered: 6/19/2010

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JOANNE LINDSEY INSURANCE SERVICES 26893 BOUQUET CANYON ROAD SUITE C 197 SANTA CLARITA, CA 91350	CONTACT NAME: PHONE (A/C, No. Ext): (661)297-1434 FAX (A/C, No): (661)297-1437 E-MAIL ADDRESS: lindseyinsbrkr@sbcglobal.net PRODUCER CUSTOMER ID #:
INSURED !!@ALL THINGS THROUGH LEARNING INC. Mr. MAURICE GREEN 2202 NORTH HAROLD AVENUE TAMPA, FL 33607	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : PHILADELPHIA INSURANCE COMPANY INSURER B : ZURICH AMERICAN INSURANCE COMPANY INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		PHPK474501	9/25/2010	9/25/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000
A A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	X		PHPK474501	9/25/2010	9/25/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DEDUCTIBLE [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		002625681	11/1/2009	11/1/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	PROFESSIONAL	X		PHPK474501	9/25/2010	9/25/2011	$1,000,000	$2,000,000
A	ABUSE & MOLESTATION	X		PHPK474501	9/25/2010	9/25/2011	$1,000,000	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED. See Endorsement attached
30 DAYS NOTICE OF CANCELLATION APPLIES.

CERTIFICATE HOLDER

GADSDEN COUNTY SCHOOL BOARD
35 MARTIN LUTHER KING JR. BLVD.
QUINCY, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE LINDSEY

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Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
!!!@ALL THINGS THROUGH LEARNING, INC.

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
2202 NORTH HAROLD AVE.

Requester's name and address (optional)

City, state, and ZIP code
TAMPA, FL 33607

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
| | | – | | – | | | | |

or

Employer identification number
| 3 | 0 | – | 0 | 3 | 5 | 8 | 8 | 1 | 5 |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Maurice Green Date ► 7/15/2010

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

FRONT

FREE TUTORING!!!

!!@All Things Through Learning, Inc.

ATTL provides tutoring Sun-Sat generally after school in community centers, local churches, faith-based organizations, and school campuses.

Tutoring subjects: Language Arts (reading) and Math

IMPROVE TEST SCORES AND GRADES!





PO Box 20361, Tampa, FL 33622
WWW.ATTL.ORG
Phone: 888-544-2885
Fax: 866-392-4789

"WHEN IT COMES TO YOUR CHILD, WE COUNT IT ALL JOY"

Your child may qualify for free tutoring if your child is eligible for free or reduced priced lunch AND attends an eligible Title I school in school improvement. If parental requests for free tutoring exceed the amount of funding available, the School District will serve the students with the greatest need. Neither the Florida Department of Education nor the School District promotes or endorses any particular supplemental educational services (SES) provider.

BACK

PROGRAM DETAILS

- Group Instruction (1:10)
- State Approved Curriculum
- Training for Tutors
- Test Taking Strategies (weekly)
- Tutoring (in school & community)
- Pre and Post Achievement Tests
- Monthly Progress Reports
- ATTL Student Awards
  - Attendance
  - Good Behavior
  - Achievement

ATTL





!!!@ All Things Through Learning, Inc.
PO Box 20361 Tampa, FL 33622-0361
1-888-544-2885

July 15, 2010

To: School Board of Gadsden County:

!!!@ All Things Through Learning, Inc. Board Members

President: Maurice Green
Vice President: Ebony Tanner
Corporate Secretary: Helen T. Washington
CEO: Dwayne Raiford
Josephine Townsend

Dwayne Raiford
CEO
!!!@ All Things Through Learning, Inc.

FLORIDA DEPARTMENT OF STATE
Division of Corporations

December 29, 2008

HELEN T. WASHINGTON
ALL THINGS THROUGH LEARNING, INC.
2202 N. HAROLD AVE
TAMPA, FL 33607

Re: Document Number P06000044669

The Articles of Amendment to the Articles of Incorporation of ALL THINGS THROUGH LEARNING INC. which changed its name to !!!@ ALL THINGS THROUGH LEARNING, INC., a Florida corporation, were filed on December 22, 2008.

Should you have any questions regarding this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Cheryl Coulliette
Regulatory Specialist II
Division of Corporations

Letter Number: 008A00061744

COPY

ARTICLES OF INCORPORATION
OF
All THINGS THROUGH LEARNING INC.

In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

FILED
2006 MAR 28 PM 4:32
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Article 1.

The name of the Corporation is All Things Through Learning, Inc.

Article 2.

The principal place of business and mailing address is 2202 North Harold Avenue, Tampa, FL., 33607.

Article 3.

The specific purpose for the corporation is to cultivate, educate and inspire youth to reach their full potential in the basic subjects of mathematics, language arts, reading and life skills by providing specialized instruction in these subjects.

Article 4.

The number of authorized shares is 100.

Article 5.

The names, addresses and titles of the Directors/Officers are as follows:
Maurice Green – 2202 North Harold Avenue. Tampa, FL. 33607 – President/Treasurer

Article 6.

The name and address of the Registered Agent is: Maurice Green – 2202 North Harold Avenue, Tampa, FL 33607.

Article 7.

The name and address of the Incorporator is: Maurice Green – 2202 North Harold Avenue, Tampa, FL 33607.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Maurice Green
Signature/Registered Agent-Maurice Green

3/24/06
Date

Maurice Green
Signature/Incorporator-Maurice Green

3/24/06
Date

ATTL TUTORIAL OPERATIONAL PLAN

SES History/Company History

Supplemental educational services are defined as tutoring or other supplemental academic enrichment services in reading/language arts and mathematics that are provided beyond the normal school day and are of high quality, research based, and specifically designed to increase academic achievement of students in Title I schools in need of improvement.

SES offers the parents of students attending low-performing Title I schools additional sources of academic instruction for their children outside the school day in reading/language arts and mathematics. To be eligible students must be low income and attend a needs improvement Title I school who has received a failing AYP (Adequate Yearly Progress) grade for three or more consecutive years.
http://www.fldoe.org/flbpso/nclbchoice/ses/toolkit.asp

Company History

ATTL has over 15 years of combined experience working with Supplemental Education Services (SES). The Owners of ATTL have educational backgrounds which include various post-graduate degrees consisting of Juris Doctor, Training and Development, Women's Studies, Philosophy, English Literature, Natural Science, Project Management, Psychology, and Education with an emphasis on Special Education. ATTL's Executive Board has over 2 decades of educational experience. In addition, its' current staff of certified tutors are prepared to provide quality tutoring to the students in the state of Florida. ATTL is minority owned; we live, work and play in YOUR community.

ATTL consists of 3 partners: Maurice Green, Ebony Tanner, and Helen T. Washington. We reside and work in central Florida (Tampa Bay Area and St. Petersburg). Our tutoring area spans from Jefferson County to Palm Beach County. Regional Coordinators (RCs) reside in each of the counties in which we serve.

"It takes a village to raise a child" and a community to educate one.
When it comes to your child, we count it all Joy!sm

ATTL Staff defined

You are a Tutor and by far the most valuable person in ATTL. Without you the ATTL tutoring program wouldn't be successful. Next our LTs Lead tutors are persons who will collect tutors paperwork and most likely will supervise at least one site. SCs (Site Coordinators) are those who supervise a site, LTs, and Tutors. ARCs or Assistant Regional Coordinators assist Regional Coordinators in data entry, organizing, and completing day to day operations. LTs, SCs, and ARCs are supervised by Regional Coordinators. RCs supervise the day to day operations of an entire county or area. AC Area Coordinators supervise RCs and or SCs in their area. They ensure all district, state, and ATTL guidelines are met within their area. Members of the BOD or Board of Directors advise the Owners on company decisions.

Tutor Training Plan

Discipline Policy

!!!@All Things Through Learning, Inc. Contractor Discipline Policy

Purpose. To establish rules pertaining to contractor conduct, performance, and responsibilities so that all personnel can conduct themselves according to certain rules of good behavior and good conduct.

The purpose of these rules is not to restrict the rights of anyone, but rather to help people work together harmoniously according to the standards we have established for efficient and courteous service for our customers.

Reasonable rules concerning personal conduct of contractors are necessary if the facility is to function safely and effectively. You will be kept informed of department rules and changes to those rules by your Regional Coordinator (RC) or Site Coordinator (SC).

The company believes that you want to, and will, do a good job if you know what is required to perform your job properly. Your RC/SC is responsible for ensuring that you know what is expected of you in your job. Further, it is company policy that contractors be given ample opportunity to improve in their job performance.

Policy. Degrees of discipline are generally progressive and are used to ensure that the contractor has the opportunity to correct his or her performance. There is no set standard of how many oral warnings must be given prior to a written warning or how many written warnings must precede termination. Factors to be considered are:

- how many different offenses are involved
- the seriousness of the offense
- the time interval and contractor response to prior disciplinary action(s)
- previous work history of the contractor

Exceptions. For serious offenses, such as violation of state, district, or ATTL guidelines, violation of confidentiality, fighting, theft, insubordination, threats of violence, the sale or possession of drugs or abuse of alcohol on company/school property, etc., termination may be the first and only disciplinary step taken. Any step or steps of the disciplinary process may be skipped at the discretion of All Things Through Learning, Inc. after investigation and analysis of the total situation, past practice, and circumstances.

In general, several oral warnings should, at the next infraction, be followed by a written warning, followed at the next infraction by discharge. This is especially true in those cases where the time interval between offenses is short and the contractor demonstrates a poor desire to improve his/her performance.

Penalties for Specific Offenses

Penalties for group 1:

- First offense: Oral or written reprimand

- Second offense: Suspension or termination

Penalties for group 2:

- First offense: Suspension or termination

Group 1: Offenses include:

- knowingly filling out time sheet of another contractor
- having one's time sheet filled out by another contractor, or unauthorized altering of a time sheet
- being tardy habitually without reasonable cause
- being absent without notification or excuse
- leaving your tutoring session during session hours for any reason without authorization from Lead Tutor (LT), SC, or RC
- disorderly conduct on school/company property
- immoral conduct or indecency on school/company property
- leaving site before end of session or not being ready to go to tutor at the start of session
- not finding a substitute tutor prior to a tutoring session
- interfering with the work of other contractors
- inefficiency or lack of application of effort on the job
- violations of company policies
- contributing to unsanitary conditions or poor housekeeping
- imperiling the safety of other contractors
- malicious gossip and/or the spreading of rumors

Group 2: Offenses include:

- gambling on school/company property
- possession of narcotics, or consuming narcotics on school/company property
- reporting for work in an intoxicated condition
- responsibility for instigating fighting on school/company property
- dishonesty or removal of another contractor's property or school/company property without permission
- willful destruction of school/company property
- insubordination (Refusal to perform service connected with an contractor's immediate supervisor or refusal to obey any reasonable order given by an contractor's supervisor or by management)
- misrepresentation of physical condition or other important facts in seeking employment

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- refusal to perform work assigned to an contractor
- absence for two consecutive working days without notification to the company or without acceptable excuse
- petty thievery
- possession of firearms, fireworks or explosives on company property without permission from management
- Calling out (whether or not the tutor finds a substitute) two or more times prior to a tutoring session

Probation.—You may be placed on probation in connection with the written warning for a period of time determined by All Things Through Learning, Inc..

Investigative suspension.—An investigative suspension is a period, not to exceed three (3) working days, during which time an contractor is relieved of his or her job because of alleged serious misconduct.

A contractor may be placed on investigative suspension when it is necessary to make a full investigation to determine the facts of the case, as in a fighting, insubordination, confidentiality, child abuse, theft incident, etc.

If after the investigation:

- discharge is warranted, the contractor shall not be paid for the period of investigative suspension—the discharge shall be effective on the date of the termination interview or termination letter.
- misconduct is determined, but not of a sufficiently serious nature to warrant discharge, the contractor shall receive a warning notice
- if no misconduct is determined, the contractor shall return to work within the prescribed period

Disciplinary Suspension

A disciplinary suspension is a period of not more than three (3) days and may be given in addition to the investigatory suspension or as punishment for the violation. The contractor is relieved of his or her job assignment because of serious or repeated instances of misconduct. As a result of the suspension in situations where there is no specific instance of conduct that is so outrageous that justifies termination but there is a pattern of conduct where the contractor has continually engaged in one minor infraction of the rules after another and has received a documented verbal and/or written warning for rule(s) infraction(s). Disciplinary suspension would generally not be used as a form of discipline for contractors with attendance problems.

Crisis suspension

A crisis suspension is given at the discretion of the supervisor when action must be taken immediately.

Discharge

When the contractor is discharged as a result of a serious offense, or as the final step in

an accumulation of infractions for which a warning notice or notices have been written, the contractor will be discharged for cause instead of being given the option to resign, or laid off.

Evaluation Process

All tutors will receive at least one informal evaluation during current academic year. The first will occur approximately 3 weeks after a tutor begins working. Formal evaluations will occur randomly throughout the program by the LT, SC, ARC, RC and AC. The formal evaluation process will be partially implemented according to the state monitoring process.

Additional Training

Attendance to staff meetings will be mandatory, during which time, additional in-service training may be provided on current relevant tutoring challenges/successes. Tutors will also receive newsletters detailing upcoming events, innovative reading techniques, and accolades/incentives to exceptional tutors.
Follow up trainings may include sessions on: How to actively engage Title I students, Differentiated Instruction, Beyond the ABCs to the 123s (math), Do I bribe or incent a child to perform better (incentives), Bang for the Buck (classroom time management strategies), or Behavior 101 (discipline strategies).

State Policies

Background and Fingerprinting Process

In order to facilitate background screening required by the Jessica Lunsford Act, the Florida Legislature directed FDLE to develop a system to allow the sharing of certain criminal history information among school districts. This system, known as the Florida Shared School Results (FSSR) System, became available to school districts in September, 2005. The purpose of the FSSR System is to reduce the redundancy of background screenings for those contractors who do business with multiple school districts in the state. Contractors may contact the school district(s) they are affiliated with to obtain more information about the background screening process.
http://www.fdle.state.fl.us/jla/jla.html
You will cover this process during your face to face training with your supervisor. The fingerprinting process is essential in the tutor hiring process.

- All Tutors must complete the Districts fingerprinting process prior to tutoring and in some counties prior to student recruitment. You will be notified by a LT, SC, or RC when you are approved to tutor students
- In some Florida counties your Level II Background Clearance can be transferred to another county (if you work in multiple counties for ATTL). Your RC/SC will have this information
- Your fingerprinting cost will be reimbursed on your last paycheck from ATTL. You must present a receipt prior to your last check in order to receive the reimbursement. If you do not receive the reimbursement please contact your RC immediately.

Child Abuse, Neglect, or Abandonment Reporting

The Florida Abuse Hotline will accept a report on a child when:
There is reasonable cause to suspect that a child (an unmarried person who is born, under the age of 18 and who has not been emancipated by order of the court);

- is a Florida resident, and can be located in Florida, or is temporarily out of the state but expected to return;
- has been harmed or is believed to be threatened with harm as defined by statute;
- by a parent, legal custodian, caregiver, or other person responsible for the child's welfare.

OR:

- is not a Florida resident but can be located in Florida and has been harmed in Florida or is believed to be threatened with harm in Florida as defined by statute;
- by a parent, legal custodian, caregiver, or other person responsible for the child's welfare.

Florida law is very specific about child and vulnerable adult abuse and neglect. A few of the definitions are mentioned below.

For CHILD reports:

"**Abandoned**" means a situation in which the parent or legal custodian of a child or, in the absence of a parent or legal custodian, the caregiver responsible for the child's welfare, while being able, makes no provision for the child's support and makes no effort to communicate with the child, which situation is sufficient to evince a willful rejection of parental obligations. If the efforts of the parent or legal custodian, or caregiver primarily responsible for the child's welfare, to support and communicate with the child are, in the opinion of the court, only marginal efforts that do not evince a settled purpose to assume all parental duties, the court may declare the child to be abandoned. The term "abandoned" does not include an abandoned newborn infant as described in s. 383.50, a "child in need of services" as defined in chapter 984, or a "family in need of services" as defined in chapter 984. The incarceration of a parent, legal custodian, or caregiver responsible for a child's welfare may support a finding of abandonment.

"**Abuse**" means any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental, or emotional health to be significantly impaired. Abuse of a child includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute abuse when it does not result in harm to the child.

"**Caregiver**" means the parent, legal custodian, permanent guardian, adult household member, or other person responsible for a child's welfare.

"**Neglect**" occurs when a child is deprived of, or is allowed to be deprived of, necessary food, clothing, shelter, or medical treatment or a child is permitted to live in an environment when such deprivation or environment causes the child's physical, mental, or emotional health to be significantly impaired or to be in danger of being significantly

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impaired. The foregoing circumstances shall not be considered neglect if caused primarily by financial inability unless actual services for relief have been offered to and rejected by such person. A parent or legal custodian legitimately practicing religious beliefs in accordance with a recognized church or religious organization who thereby does not provide specific medical treatment for a child may not, for that reason alone, be considered a negligent parent or legal custodian; however, such an exception does not preclude a court from ordering the following services to be provided, when the health of the child so requires:

a. Medical services from a licensed physician, dentist, optometrist, podiatric physician, or other qualified health care provider; or
b. Treatment by a duly accredited practitioner who relies solely on spiritual means for healing in accordance with the tenets and practices of a well-recognized church or religious organization. Neglect of a child includes acts or omissions.

"**Other person responsible for a child's welfare**" includes the child's legal guardian or foster parent; an employee of any school, public or private child day care center, residential home, institution, facility, or agency; a law enforcement officer employed in any facility, service, or program for children that is operated or contracted by the Department of Juvenile Justice; or any other person legally responsible for the child's welfare in a residential setting; and also includes an adult sitter or relative entrusted with a child's care. For the purpose of departmental investigative jurisdiction, this definition does not include the following persons when they are acting in an official capacity: law enforcement officers, except as otherwise provided in this subsection; employees of municipal or county detention facilities; or employees of the Department of Corrections.

To Report Abuse:
Phone 800-96-ABUSE • TDD 800-453-5145
Fax 800-914-0004
Be sure to fill out an ATTL Incident Report and contact supervisor prior to contacting hotline*
**This report should be turned in to an ATTL Supervisor within 24hrs.*

Source of information:
http://www.dcf.state.fl.us/abuse/publications/mandatedreporters.pdf

Code of Ethics

Pamphlet can be viewed at http://www.fldoe.org/edstandards/pdfs/ethics.pdf
Code of Ethics mandates all tutors:

- Provide a safe environment
  - You must be sure that the teaching environment is free from potentially harmful conditions
- Unreasonably restrain

  - You may not put a child in a corner. However you can separate a child from the group if needed. But the child must still have adult supervision and continue to complete work.
- Diverse points of view
  - You must allow a student to express and hear diverse points of view
- Do not suppress or distort information
  - You must be truthful with students concerning their tutoring program. Do not promise additional incentives unless approved by your supervisor. You must follow through on all incentives and tutoring program guarantees to students and parents
- Do not violate or deny student legal rights
  - Do not harass or discriminate against any student
  - You may not incent or favor a student based on their race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background
- Shall not exploit a student
  - You may not use any personal or professional relationship with a student to gain any monetary or other favors with ATTL or the school district
- Confidentiality
  - You shall keep all students records in confidential place. You may not discuss any student names outside of ATTL staff. You may not reveal any student information to anyone outside of ATTL staff members.
- Personal View
  - You shall not reveal any personal views while tutoring students
- Public Opinion
  - You shall not misrepresent ATTL nor the ATTL tutoring program in public
- Instructional Privileges
  - You shall not use any district instructional privileges when working with ATTL.
- Shall accept or offer gratuities
  - You shall not offer or accept any gratuities that may influence or affect your professional decision or may allow special privileges towards any students
- Honesty
  - Shall maintain an honest outlook while working for ATTL.
- Professional Denial
  - You may not deny a professional colleague access to ATTL based upon race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background
- Professional Civil Rights
  - You shall not violate a professional colleague's civil rights in any way
- Professional Harassment
  - You shall harass a professional colleague while tutoring with ATTL
- Professional Gossip

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  - You shall not make malicious comments about a colleague while tutoring with ATTL
- Professional Promises
  - You shall not make professional promises or incentives with a colleague to influence professional decisions or to gain favor.
- Reporting
  - You shall report any violations of the FL Code of Ethics to your ATTL supervisor via the ATTL Incident Report within 24 hrs.
- Reporting
  - You shall not seek any retaliation against anyone who files an allegation against you.
- Compliance
  - You shall comply with any and all conditions regulated by ATTL and the state of Florida
- Supervisor duties
  - You shall enforce any and all ATTL conditions mandated
- Worth and Dignity
  - You will value the worth and dignity of all ATTL staff members, district employees, parents, and students
- Professional Concern
  - ATTL staff members will show empathy towards ATTL students and recognize their potential
- Professional Importance
  - You will acknowledge and hold yourself to the highest level of respect and ethical standards when working with colleagues, community partners, district employees, parents, and students

Program Basics

Emergency Crisis Management Plan & Student Incident Reporting

- If necessary call the appropriate authorities
- Contact emergency personnel on campus (School Facilitator, Custodian, Campus Officer) if available.
- Notify the RC/SC/LT
- Fill out an incident report school or ATTL (return to LT/SC/RC w/in 24hrs)
  - Date and time the incident occurred
  - If you fill out a school report be sure to give a copy to the LT (Lead Tutor), SC (Site Coordinator), or RC (Regional Coordinator)

- Observe and Document

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- The Lead Tutor will be the main point of contact in an emergency. His or her mobile number will be accessible to school facilitator and all tutors on site.
- ATTL will follow all school procedures in an Emergency Crisis.
    - Tornados- seek shelter in the building where no windows are present.
    - Hurricanes- seek shelter in the building where no windows are present
    - Fire- All fire safety exits will be reviewed and each tutor will lead their children to safety

When a crisis occurs, LT Lead Tutor will quickly determine whether students and staff need to be evacuated from the building, returned to the building, or locked down in the building. Plan action steps for each of these scenarios that will vary from school to school.

Evacuation requires all students and staff to leave the building. While evacuating to the school's field makes sense for a fire drill that only lasts a few minutes, it may not be an appropriate location for a longer period of time. The evacuation plan may include backup buildings to serve as emergency shelters. If an incident occurs while students are outside, we will return them to the building quickly. This is a *reverse evacuation*. Once staff and students are safely in the building, the situation may call for a lockdown.

Lockdowns are called for when a crisis occurs outside of the school and an evacuation would be dangerous. A lockdown may also be called for when there is a crisis inside and movement within the school will put students in jeopardy. All exterior doors are locked and students and staff stay in their classrooms. Windows may need to be covered.

Shelter-in-place is used when there is not time to evacuate or when it may be harmful to leave the building. Shelter-in-place is commonly used during hazardous material spills, tornadoes, and hurricanes. Students and staff are held in the building. We will request site maps (if they are not posted on the wall of the classroom) that include information about classrooms, hallways, and stairwells, the location of utility shut-offs, and potential staging sites. Emergency responders will have copies of this information in advance. During a crisis the LT and or tutor will organize staff, and disseminate information to parents and the necessary authorities while preparing for families to be reunited with their children.

As soon as a crisis is recognized the tutor and LT account for all students, staff, and visitors. ATTL will inform families of release procedures before a crisis occurs. Families, when a crisis is known, have flocked to schools wanting to collect their children immediately. A sign-out sheet will be used to contact and track the release of students and ensuring that students are only released to authorized individuals.

Source of information:
http://www.ed.gov/admins/lead/safety/emergencyplan/crisisplanning.pdf

Dress Code

Business casual wear- crisp, neat, and should look appropriate for a meeting with a parent. Your attire should not look like you are attending a party or BBQ. Avoid tight or

baggy clothing. When a parent, teacher, or ATTL staff member attends a tutoring session it should be clear that you are the Tutor. Thus, wearing your ATTL badge and/or District Clearance tag is required tutoring sessions.

You should never wear

»*Flip-flops*
»*Revealing attire low cut shirts*
»*T-shirts*
»*Shorts*
»*Short skirts*
»*Jeans with holes or severe wear or extremely low waisted*

Tutor Policy and Procedures-Contract

Tutor Policies and Procedures

- You should arrive 15min prior to your site (unless your RC instructs you differently)
- Conduct ethical and effective assessments and tutoring sessions
- Record attendance daily
- Ensure that students write dates on work completed
- Call Parents when child is absent
- Address all children by first name
- Motivate and reward students
- Comply with all District and ATTL standards
- Complete all program documentation in a timely manner (monthly progress reports, timesheets)
- Responsible for finding a substitute and notifying RC/Lead Tutor of absence at least 24hrs in advance
  - If you cannot find a substitute contact the LT/SC immediately
- Refer to contract for additional responsibilities

Tutor Contract

Contractor has no authority to bind ATTL its' owners successors or assigns to any contractual agreement whether written or oral. Additionally, Contractor may not speak on behalf of ATTL its' owners, successors or assigns so as to give any other party the impression that said Contractor has the authority to bind same to any contractual agreement whether written or oral.

During the term of this Agreement, the Contractor shall not purchase any items without the express previous consent of the Regional Coordinator.

The Contractor agrees that she will not disclose any proprietary information directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company.

Contractor is prohibited from forming a company which provides similar services…i.e.:

tutoring/teaching/training services. Contractor may not participate as a Principal, Owner or Senior Level Manager in any company offering similar services for a minimum of one (1) year after termination.

The Company may terminate this Agreement at any time by 10 business days' written notice to the Contractor. In addition, if the Contractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of the Company, is guilty of serious misconduct in connection with performance hereunder, or fails the State and/or District required security clearances and/or background checks, or materially breaches provisions of this Agreement, the Company at any time may terminate the engagement of the Contractor immediately and without prior written notice to the Contractor.

This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in his relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

The Contractor shall not assign any of his rights under this Agreement, or delegate the performance of any of his duties hereunder, without the prior written consent of the Company.

DUTIES, TERM, AND COMPENSATION

- Contractor will report directly to Lead Tutor, Site Coordinator, Assistant Regional Coordinator or Regional Coordinator in charge of their District and will direct all administrative matters to that individual.
- Student sign-in sheets, Student monthly progress reports and timesheets will be **turned in to Tutor's immediate supervisor by the last day of each month**. As a last resort Tutors make also fax these documents to the Corporate Office with the pre-approved ATTL fax covers sheet. Documents faxed without this cover sheet will be systematically deleted.
- Be present at all sessions to which Contractor is assigned and ensure that all required materials are ready and available for use by students.
- Contractors who accrue more than 2 unplanned absences will be dismissed. Contractor will work with their Lead Tutor and/or RC to secure a replacement
- Contractors reporting late to their scheduled classes more than twice without calling the Lead Tutor or RC to secure a replacement will be dismissed.
- Maintain a 1:10 student ration by making necessary staff adjustments based on student attendance including reassignments or staff reduction if needed.
- Administer all Pre test and Post test to all students, compile all scores and return all testing materials to RC.
- Ensure that all ATTL material is properly distributed to all children
- Ensure an accurate accounting of all student books and that books are kept in good condition and collected and returned to ATTL at the end of the program.

- Pass out snacks to all children at every session.
- Keep inventory of snacks and advise Supervisor when it is time to purchase additional snacks.
- Understands goals, elements and eligibility requirements for ATTL programs.
- Possesses and shares knowledge about ATTL programs and philosophies.
- Conducts ethical student testing, and performance reporting.
- Schedule, conduct, and/or attend meetings with teachers and parents to discuss ATTL tutoring program, student progress, discipline, etc.
- Establishes and maintains relationships with teachers, educational specialists, school administrators, and associated organizations.
- Prepares and maintains accurate records kept for student assessment, student progress, student and staff attendance and finances.
- Contractors are required to keep an accurate account of the 10:1 student/tutor ratio. Student hours are to be monitored by Tutor. Any tutor who tutors a child over and above the hours required by the district will have that amount deducted from their pay.
- Works with staff to pro-actively solve problems and improve program.
- Establishes and maintains a high level of staff morale and spirit.
- Ensure that all classrooms and off-site facilities are left neat and tidy.
- District personnel as well as Management of ATTL reserve the right to observe Contractors classroom at any time, without warning.

The Contractor agrees to hold harmless and indemnify All Things Through Learning, Inc., its officers, agents and employees from and against any and all suits, claims, demands, actions, causes of action, judgments, liabilities, losses, damages, or expenses or any kinds, including attorneys fees and court costs, arising out of or relating to the performance of this Agreement by the Provider, its officers, agents and employees. This clause shall survive termination of this Agreement.

Contractor will never under any circumstance say anything negative about any owner of ATTL or express any negative opinions regarding the management of ATTL to anyone neither inside nor outside of the company. Contractors are expressly reminded that all questions and concerns are to be brought to the Management of ATTL first; not District personnel. To take any complaint, question or concern to District personnel without first discussing it with ATTL Management will subject Contractor to immediate dismissal. ATTL reserves the right to withhold Contractor pay and/or deduct funds from Contractor's pay if Contract fails to adequately perform the duties listed above.

Confidentiality. The Contractor acknowledges that during the engagement he will have access to and become acquainted with various trade secrets, inventions, innovations, processes, student information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that he will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force and effect for 1 year or earlier upon completion of the Contractor's duties under this Agreement.

Pre and Post Testing

Tutor Testing Procedures

- Place a sign outside the door (TESTING DO NOT DISTRURB)
- Students do not write on test. All answers should be recorded on answer sheets. *EXCEPTION- Kindergartners they will write on the test*
- Be sure to have extra pencils and erasers available for students to use. No sharpening of pencils during testing
- K will write on test, 1st-2ND and 6th-8th scores are recorded on score sheet.
- **Testing Time**
  - 6th-8th LA/Math= 30min
  - 3rd-5th Lang Arts/Math= 30min
  - K LA/Math= 30min LA & 30min Math
  - 1st LA/Math= 30min
  - 2nd LA= 35min LA & 30min Math
- **Answer keys/Grading**
  - K-2nd included with directions on test directions
    - Check the correct answers on score sheet *(fill out completely)*
    - 3 scores per student (LA-Phonics, Vocab, Comp)
      Math- 3 sections depends on grade level categories)
  - 3rd-5th Copies will be provided
    - Put an X over incorrect answers
    - 6 scores per student LA 3-Vocab scores, 3-Comprehension scores
    - Record the correct answers over total (example:3/5)
    - Read the first page and complete the example and then begin the time. They read on their own until they finish
  - 6th-8th Directions included in Teacher's Edition
    - 30min (Math and LA)
    - Put an X over incorrect answers
    - 2 scores for LA (Vocabulary and Comprehension)
    - 1 score Math (Numeration and Number Concepts)
    - Use score sheet to record student's score
- 70%-80% scores are considered on grade level. Scores below 70% are below grade level. Scores above 80% are above grade level
- Have parents fill out emergency/district paperwork, Student Learning Plans, play a movie, or have information about ATTL available for review. Consult RC/Lead Tutor about parent activities
- You may need to fax graded tests to your RC 1.866.392.4789
  - Use a cover sheet and include county and RC info
- If there are any testing abnormalities be sure to report to the Regional Coordinator (RC) Lead Tutor (LT) and record on student answer sheet (example: student ill, bathroom break gone for 10min, environment disruptive)

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- Turn in all tests, student answer sheets, and guides to your RC/SC/LT unless you are instructed differently.
- YOU HAVE COMPLETED ATTL STUDENT TESTING
- You will be contacted concerning a tutoring start date.
- Pre assessments- arranged by RCs and tutors, information shared with parent, LEA, and classroom teacher (if requested)
- Formative assessments- occur throughout the program dispensed and graded by tutors, results can modify student's tutoring program and/or also advance or downgrade student's program
- Daily reflection- occur daily or weekly (depending on grade level) dispensed by tutors
- Monthly progress reports- occur monthly due on the last day of the month from tutors to Regional Coordinators, then dispensed parent, LEA, and classroom teacher by the 15th of every month.
- Post assessment- arranged by RC/SC/LT and tutors, information shared with parent, LEA, and classroom teacher

Materials

Levels A-C

Learning Horizons

"Developed by professional educators and psychologists, and produced by American Greetings Corporation, Learning Horizons products not only teach children important educational concepts and skills, they help children want to learn! The degree of challenge and difficulty increases to help the child progress at his or her own pace. Each printed book also includes comprehensive practice tests." Thus, this will improve students scores on standardized tests, boost morale, and reinforce classroom curriculum. Students work out of consumable books (they can write in their workbooks). The teacher editions include lesson plans and also additional activities to differentiate instruction based on skill level. Answers are also included in teacher editions.

Levels D-G

Steck-Vaughn

Has over 70 years of experience in developing and providing teachers with materials to assist struggling learners. The Achieve It!TM program is researched based and classroom tested to ensure student success. The program materials are engaging, colorful, and focus on a child's individual needs by using a six step method. "The six steps are: diagnose, instruct, prescribe, develop, reteach, and achieve". Student use non-consumable textbooks and write in spiral bound notebooks. It is important to instruct students to label work by unit number. Additional differentiated instruction activities are located in the Teacher's edition. Answers are also included in teacher editions.

Student Database

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ATTL Student Database

- Assigned a username and password
- Instructions provided during face to face training with supervisor
- Report student attendance daily
- Record Monthly Progress Reports
    - Percentage scores on unit tests (formative assessments)
- Track parent/teacher communication
    - Student attendance
    - Behavior
    - Successes
    - Areas of improvement
- Tutor work hours

Instruction

Student Behavior Plan

1. Student behavior rules and reward system will be discussed during the orientation meeting with students.
2. If needed the tutor will review the behavior contract again with students as a reminder.
3. If a student is disruptive the tutor should locate the source of the behavior (power play, hungry, etc.)
4. Then the tutor should reward the child for doing something good. Reinforce the good behavior
5. If the behavior continues contact the LT and consult with the parent during pick up time. You can also consult the teacher for more information about the student's behavior. Be sure to record the behavior on the progress report.

TUTOR INFORMATION

6. Set the tone of your tutoring group: During orientation day (1st day/hr) establish a relationship with your group. You are the adult. Students should respect you. They should address you by your last name. Mr. Johnson
7. Arrange proper seating arrangements if possible. Ask the permission of the classroom teacher before moving any furniture. You should leave the room the same as when you arrived. If students are being disruptive make assigned seats.
8. Leaving the classroom: Students should never leave the classroom alone, there should be a designated time for all the students to go to the restroom. You should never leave students unattended. Be sure to ask/notify the Lead tutor or co-worker to cover your students until your return.
9. Stay focused: Never use cell phones, I-pods, invite friends to visit, or talk to other tutors during tutoring times.
10. Be prepared: Have materials available and ready for students as they arrive. Read over your lesson the night before tutoring (teacher's manual).
11. Address: misbehavior at the time it occurs. Be consistent so that the student recognizes you as the adult/tutor.

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12. Do not place students in the corner: If the student is being disruptive place students temporarily with another group or talk with the student about his/her behavior. You may sit a student alone if they are misbehaving. However, that student must continue to complete work and you must continue to tutor the student.
13. If the child becomes violent contact the School Facilitator as soon as possible and facilitate the other students out of a dangerous environment if needed. An incident report should be filed and RC notified immediately. The RC will contact the parents.

Effective Tutoring

ATTL's definition of effective tutoring
Effective Tutoring- 1. A measurable gain in skill level that can be applied in and outside the classroom curricula 2. Teaching a technique or process that a student can use repeatedly to achieve higher standardized assessment results

ATTL strives to train and hire EXPERT TUTORS.
EXPERT TUTORS
Characteristics of EXPERT TUTORS during instruction include

- Accessing prior knowledge
- Using analogies to make connections between text and real world
- Numerous opportunities for practice
- Summaries at the end of tutoring sessions

What do you do as an EXPERT TUTOR?

- Assess students prior knowledge
    - Pre-Test
    - FCAT and DIBELS results
    - Beginning questions prior to the start of tutoring session
        - Who can tell me what a plus sign stands for?
    - Informal checks for understanding
        - After a new skill is taught check to see if the student can apply to another problem
    - Formative assessments
        - Occur in Unit Tests (D-G)) and Section Tests (Levels A-C)
- Instruction
    - Less telling more asking
    - Provide clear direction so the student will progress little by little
    - Prior knowledge (review last session, overview of today's lesson)
    - Use Analogies
        - Link real-life with classroom life
    - Practice, Practice, Practice
        - Time on Task (TOT)
        - "For the average student it takes 8 repetitions for a student to grasp the concept"

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- Summarize today's lesson
  - Asking students what did they learn
  - Reflection sheets (provide a written form)
    - Information can be used at the beginning of the next tutoring session

- Scaffolding
  - Scaffolding is defined across research studies as a process that enables a student to solve a task or achieve a goal with a tutor's assistance that would otherwise be beyond his independent efforts (Rodgers, 2004/2005).
  - One key feature of effective tutoring is deciding what to work on and what to ignore. Scaffolding involves continuous decisions about the kind of error the student made and whether any attention, or how much attention, should be paid to it. The level of assistance is critical in affecting the child's performance. The tutor must be able to choose the appropriate scaffolding technique (listed below) so that the child has just enough support to move forward successfully. Effective tutors are able to respond to what the student is trying to do by providing more or less support as needed. In fact, it's been found that letting a child make an attempt, even if they will not be successful, is better than telling or showing the student how to do it. Along the same lines, student-generated explanations are more effective than tutor-generated explanations. However, no explanation causes the least learning (VanLehn et al., 2003).

  - Tutors can provide this type of assistance by
    - Providing a piece of information (e.g. Remember that c-h makes the /ch/ sound.)
    - Segmenting the task into subtasks (e.g. Let's start by adding the numbers in the ones column)
    - Hinting or giving clues (e.g. What do you see in the picture that might help you with that word? I see one more sound in that word.)
    - Using open-ended questions (e.g. What else? Any other sounds?)
    - Focusing attention (e.g. What's the vowel sound in the second syllable?)
    - Pointing out relevant facts (e.g. This word has a suffix.)

- Provide Feedback
  - Provide immediate and relevant feedback - letting the student know if the attempt was correct or incorrect
  - Provide a general rule (e.g. When two vowels go walking, the first one does the talking)
  - Articulate specific concepts, facts, and procedures
  - Only tell information 5% of the time
  - Respond to correct answers with simple, positive feedback ("Correct", "Very good")

EXPERT TUTORS provide differentiated instruction to meet the needs of the student group.

Differentiated instruction is

- Proactive
- More Qualitative than quantitative
- Rooted in assessment
- Provide multiple approaches to content, process, and product
- Is Student Centered
- A Blend of whole-class, group, and individual instruction

"In a differentiated classroom, the tutor proactively plans and carries out varied approaches to content, process, and product in anticipation of and response to student differences in readiness, interest, and learning needs."

EXPERT TUTORS will use the Instructional Technique: Cubing
Cubing offers a chance to differentiate learning by readiness, student interest within the group.

How do you use cubes?

1. Keep clear learning goals in mind when considering the use of cubing for different learners.
2. Provide extended opportunities, materials, and learning situations that are appropriate for a wide range of readiness, interests, and learning styles.
3. Make sure students understand the verbs and directions for the tasks.

1. Tell Describe Recall Name Locate List	4. Review Discuss Prepare Diagram Cartoon
2. Compare Contrast Example Explain Define	5. Propose Suggest Finish Prescribe Devise

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Write	
3. Connect Make Design Produce Develop	6. Debate Formulate Choose Support In your opinion...

Information gathered from: Gregory, Chapman, and Palazesi

Progress Report Dissemination

EXPERT TUTORS fill out SMART REPORTS when reporting student's monthly progress

- **S=Support** for the student's learning at home and at school.
- **M=Monitor** student progress in meeting the goals identified on the SLP. The comments should describe in observable terms the child's improvements, growth, and successes.
- **A=Affirm** what the child can do by indicating a student's strengths.
- **R=Relate** current and past instructional growth with future plans. The progress reports should identify the progress the student has made and what the tutor will focus on next.
- **T=Timely and frequent** reports to parents, tutors, and/or teachers are necessary so adjustments in the instructional program may be made, if necessary.

When making comments on how parents can support their child's learning at home

- Keep it positive,
- Build on the child's strengths
- Tell parents how they can help
- Let parents know what you are planning next

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- Keep in mind the impact on the students
    - Some children experience severe punishment based on progress reports. The comments on the progress reports should encourage the child to make future progress.
    - Parents may keep the reports for a long time and reflect back on the results. Keep in mind what you would want someone to say about your child.

For example: Juan is reading better.

- Change this to: Juan's ability to describe the main idea is improving. He readily locates and circles the main idea in passages. Juan scored 85% on his unit test. Please continue to read with Juan and practice describing the main idea of a story.

Avoid words like: can't, unable, won't, always, never, etc.
Information gathered from: Love, Hebert, & Pitchford

WORDS AND PHRASES FOR PROGRESS REPORTS

Encouraging words:

- Energetic
- Consistent
- Hard worker
- Problem-solver
- Risk-taker
- Potential
- Engaging
- Preserving
- Creative
- Interacts well
- Positive attitude
- Cooperative
- Enthusiastic
- Eager
- Special talent for
- Is skilled in
- Shows compassion
- Does a great job
- Has a good grasp of
- Is strong in
- Cooperative
- Caring
- Excels at

Words to use when a child needs additional help:

- Finds it difficult at time to
- Is challenged by
- Needs help with
- Has difficulty with
- Will benefit from
- Has trouble with
- Making progress
- It is helpful to
- Shows a need for
- Words best when
- Need encouragement in
- Usually
- Has a tendency to

Action Words

- Can
- Remembers
- Associates
- Applies
- Expresses
- Recognizes
- Uses
- Selects
- Creates

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- Relates
- Solves
- Indentifies
- Compares
- Appreciates

Words to encourage help from home:

- Thanks for your help
- I am trying to help with
- I have been excited to see____ growth in
- _____ has improved in
- Your continued support

Attendance Verification Procedure

Student Attendance reporting plan

Tutors will complete daily attendance sheets and turn in by Sunday to Lead Tutors (LT), Site Coordinators (SCs), or Regional Coordinators (RC). The student or parent will sign sheet (depending on district req.). District specific: Depending on the number of staff the RCs or LTs will collect and enter in the weekly attendance sheets into the Cayen system (if used by district) and company attendance database. If the county is larger the tutors will record attendance in the ATTL Student Database (ASD). Student progress reports are due the last day of the month (entered into the ASD). Student attendance can be verified by student work, reflection activities, and tutor timesheets. School districts will receive attendance reports and progress reports by the 15th of every month after services begin.

To improve attendance in habitually absent students the company will begin to foster perfect attendance on the first day. During student orientation tutors discuss the importance of attending everyday and various student incentive plans. The company utilizes attendance incentive plans to motivate students to attend and behavior incentives to encourage learning. If a student is absent tutors will call the parent/guardian the day of the absence and call again the day before the next session to remind parents. If a student is absent three times, the LEA/school contact is notified in hopes of obtaining assistance in contacting the parent. Those who have perfect attendance will receive a certificate along with a special gift. The company varies incentives and special gifts by county and student sign-up numbers, to ensure we do not violate the per child incentive amount.

Closing procedures

- Complete parent evaluation process
    - Occurs approximately 2 weeks prior to the semester end date
    - Details will be included at a later date
    - Return all materials
- You will be charged for lost materials
- Last paycheck will be withheld until all materials are returned

List of potential materials tutor will use for instruction

ATTL Tutor Badge/District Clearance Badge
Material Checklist
Student Books (K-2ND Learning Horizons, 3RD-8TH Steck-Vaughn)
Spiral Notebooks
Rulers
Pencil Box/Pouch
Pencils Pencil Erasers
Pre/Post Tests
Scissors
Crayons
Pens
Motivation Stickers
Reward Cutouts
Monthly Reports
Incident Reports
Training Guide
Reflection Sheets
Paper

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!!!@ATTL Student Emergency Contact and Medical Information

Child's Name

Date of Birth

M F
Sex

School Attending

Parent's/Guardian's Name

Grade

Y N
Retained? Grade level

Home Phone

Work Phone/ Mobile

Address

Address

City, ST ZIP Code

City, ST ZIP Code

Pick-up and/or drop off Information

Primary Contact (if parent is unavailable)

Secondary Contact

Home Phone

Work Phone/Mobile

Home Phone

Work Phone/Mobile

Address

Address

City, ST ZIP Code

City, ST ZIP Code

Medical Information

Please list all food and/or other allergies?

Medications? (Staff will not administer medications to your child)

Any other special health considerations?

☐ Walk ☐ Parent or approved escort ☐ Bus: ☐ After-school program (list program):

Your preference for your child's dismissal

I authorize All Things Through Learning, Inc. to release my child to all approved escorts. As a parent I will ensure the full participation of my child in the ATTL tutoring program. I understand that ATTL does not provide transportation to nor from the tutoring program. I understand that my child may be dismissed from the program if he/she has consecutive absences, and/or does not follow ATTL and school rules.

Parent's/Guardian's Signature

Date

I give permission for my child to go on field trips and participate in ATTL publicity events (photos, video, and print). I release ATTL and individuals from liability in case off accident during activities related to ATTL, as long as normal safety procedures have been taken.

Parent's/Guardian's Signature

Date

Witness Signature

Date

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ATTL INCIDENT REPORT FORM

School:
Student(s):
Witness(es):
Completed by:
Time of day:
Date:

Medical treatment provided: ☐YES ☐NO

Local authorities contacted: ☐YES ☐NO

Check all that apply- ☐Police ☐Fire Dept ☐School Officer ☐Other_____

Description of the incident

Signature: _____ Date:_____

Contact RC/SC/LT same day as incident and return form to RC/SC/LT.

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RECEIVED JUL 21 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 13th day of July, 2010, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: ATS Project Success
Contact Address: 20674 Hall Road
City, Zip, State: Clinton Township, MI 48038

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

   PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly	□	Monthly	X
To the school	Weekly	□	Monthly	X
To the DISTRICT	Monthly	X		

Sessions per Week: 2 (minimum) # Sessions per Month: 8 (minimum)

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

Online X One-on-One □

Small Group □ Maximum number of students per tutor 1

Time/Day of Sessions:
The program is available 24/7.

Location of Sessions: *Check all that apply.*

□ School campus □ Provider facility □ Faith-based center
□ Community-based center X 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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $60.00/hr not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Howard Weaver, President Howard Weaver
Provider Authorized Representative: Name / Title / Signature / Date

ATS Project Success
Name of Supplemental Educational Service Provider:

20674 Hall Road
Address

Clinton Township, MI 48038
City / State / Zip Code

(800) 297-2119 38-2709553
Phone Number / Tax Identification Number:

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

Renee Weaver-Wright, Coordinator
Name / Title Address

Date / Phone Number City / State / Zip code

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID K3 ACCUR-1

DATE (MM/DD/YYYY) 06/14/10

PRODUCER

The Huttenlocher Group
1007 W. Huron
Waterford MI 48328
Phone: 248-681-2100 Fax: 248-681-0362

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURED

Accuracy Temporary Services
d/b/a ATS Education Services
d/b/a Creative Learning d/b/a
ATS Employment Services
d/b/a ATS Project Success
20674 Hall Road
Clinton Township MI 48038

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Cincinnati Insurance Company	10677
INSURER B:	The Hartford (SCIC)	29424
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
A	X	[X] COMMERCIAL GENERAL LIABILITY	CAP5872944	07/01/10	07/01/11	EACH OCCURRENCE	$ 1000000
		[ ] CLAIMS MADE [X] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100000
						MED EXP (Any one person)	$ 10000
A		[X] Sexual Misconduct	CAP5872944	07/01/10	07/01/11	PERSONAL & ADV INJURY	$ 1000000
A		[X] Dir&Officer Liab	BCP8698614	05/03/10	05/03/11	GENERAL AGGREGATE	$ 2000000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2000000
		[X] POLICY [ ] PRO-JECT [ ] LOC				Dir & Off	1000000
		AUTOMOBILE LIABILITY					
A		[X] ANY AUTO	CAA5872944	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
A		[X] HIRED AUTOS	CAA5872944	07/01/10	07/01/11	BODILY INJURY (Per accident)	$
A		[X] NON-OWNED AUTOS	CAA5872944	07/01/10	07/01/11		
		[ ]				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$ 4000000
A		[X] OCCUR [ ] CLAIMS MADE	CAP5872944	07/01/10	07/01/11	AGGREGATE	$ 4000000
							$
		[ ] DEDUCTIBLE					$
		[X] RETENTION $ 0					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	35WECRE6062	07/01/10	07/01/11	E.L. EACH ACCIDENT	$ 1000000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1000000
						E.L. DISEASE - POLICY LIMIT	$ 1000000
		OTHER					
A		Teacher's Professional Liab.	CAP5872944	07/01/10	07/01/11	Per Claim	1000000
						Aggregate	2000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as Additional Insured under the above noted General Liability if required by contract regarding work or services provided by the insured
*10 day notice for nonpayment and 30 day for all other

CERTIFICATE HOLDER

GADSENC

Gadsen County School District
35 Martin Luther King Jr. Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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Form **W-9**
(Rev. January 2002)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name: Accuracy Temporary Services

Business name, if different from above: ATS Project Success

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.): 20674 Hall Road

Requester's name and address (optional)

City, state, and ZIP code: Clinton Township, MI 48038

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number: | | | - | | - | | | | |

or

Employer identification number: 3 8 - 2 7 0 9 5 5 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here — **Signature of U.S. person ▶** [signature] **Date ▶** 6-7-10

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9.**

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Cat. No. 10231X Form **W-9** (Rev. 1-2002)

ATS Project Success
20674 Hall Road
Clinton Township, MI 48038
Phone: (586) 465-9474
Fax: (586) 465-9481

7/13/10

Ms. Lewis-

Enclosed is the signed contract you requested, along with a copy of our insurance certificate and W-9 form. Please let me know if you need any additional information.

Thank you,

Sarah Thompson
ATS Project Success
800.297.2119 ext. 208

RECEIVED JUL 21 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 13th day of July, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: 100 Scholars
Contact Address: PO Box 163005
City, Zip, State: Austin, TX 78716-3005

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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

2. CHILD ABUSE REPORTING

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

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly □	Monthly X
To the school	Weekly □	Monthly X
To the DISTRICT	Monthly **X**	

Sessions per Week: 3-5 # Sessions per Month: 12-20

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

Online ☑ One-on-One ☑

Small Group ☑ Maximum number of students per tutor 8

Time/Day of Sessions:
Sun-Sat.; before + after school, wkds

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 70.00 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Michael Flowers, President 7/15/10
Provider Authorized Representative: Name / Title / Signature / Date

100 Scholars
Name of Supplemental Educational Service Provider:

PO Box 163005
Address

Austin, TX 78716-3005
City / State / Zip Code

#1-866-355-7221 TaxID# 41-2209348
Phone Number / Tax Identification Number:

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

~~Ron Baker, Regional Manager~~ MF
Name / Title Address

~~7/15/10 #904-838-4297~~ MF
Date / Phone Number City / State / Zip code

CERTIFICATE OF LIABILITY INSURANCE

OP ID JN SCHOLAR

DATE (MM/DD/YYYY) 07/15/10

PRODUCER

Intermarket Insurance Agcy Inc
205 E Main Street, Suite 3-4
Huntington NY 11743
Phone: 631-421-2424 Fax: 631-421-2004

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Scholars Group Inc
dba 100 Scholars
PO Box 163005
Austin TX 78716

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Markel Insurance Company	
INSURER B:	CNA Insurance Companies	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	8502CC341242-0	06/18/10	06/18/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 10000 $ 1000000 $ 3000000 $ 1000000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	8502CC341242-0	06/18/10	06/18/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	4018327598	06/18/10	06/18/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1000000 $ 1000000 $ 1000000
		OTHER					
A		Prof Liability	8502CC341242-0	06/18/10	06/18/11	claim/agg	$1Mil/$2Mil
A		Abuse/Molestation	8502CC341242-0	06/18/10	06/18/11	pp/agg	$1Mil/$1Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The School Board of Gadsden County, Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents are included as additional insureds, as required by written contract or agreement.

CERTIFICATE HOLDER

GADSDEN

Gadsden County
35 Martin Luther King Jr. Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD® CERTIFICATE OF LIABILITY INSURANCE

OP ID JN SCHOLAR

DATE (MM/DD/YYYY) 07/15/10

PRODUCER

Intermarket Insurance Agcy Inc
205 E Main Street, Suite 3-4
Huntington NY 11743
Phone: 631-421-2424 Fax: 631-421-2004

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Scholars Group Inc
dba 100 Scholars
PO Box 163005
Austin TX 78716

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Markel Insurance Company	
INSURER B: CNA Insurance Companies	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	8502CC341242-0	06/18/10	06/18/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 10000 $ 1000000 $ 3000000 $ 1000000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	8502CC341242-0	06/18/10	06/18/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	4018327598	06/18/10	06/18/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1000000 $ 1000000 $ 1000000
		OTHER					
A		Prof Liability	8502CC341242-0	06/18/10	06/18/11	claim/agg	$1Mil/$2Mil
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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CERTIFICATE HOLDER

GADSDEN

Gadsden County
35 Martin Luther King Jr. Blvd
Quincy FL 32351

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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IMPORTANT

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DISCLAIMER

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RECEIVED JUL 21 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: JFK Tutoring, Inc.
Contact Address: 1337 South State Road 7
City, Zip, State: North Lauderdale, FL 33068

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship.** For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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

2. CHILD ABUSE REPORTING

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

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents Weekly ☐ Monthly ☑

To the school Weekly ☐ Monthly ☑

To the DISTRICT Monthly **X**

Sessions per Week: 2 # Sessions per Month: 8

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

Online ☐ One-on-One ☑

Small Group ☑ Maximum number of students per tutor 8

Time/Day of Sessions: Anytime afterschool and weekends

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $60.00 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010**.

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Berry Lamy / President / [signature] / 7-14-10
Provider Authorized Representative: Name / Title / Signature / Date

JFK Tutoring, Inc.
Name of Supplemental Educational Service Provider:

1337 South State Road 7
Address

North Lauderdale, FL 33068
City / State / Zip Code

954-975-7898 27-0052954
Phone Number / Tax Identification Number:

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

Cheryl Watford, Executive SES Director 1337 South State Rd. 7
Name / Title Address

July 14, 10 863-651-1552 N. Lauderdale, FL 33068
Date / Phone Number City / State / Zip code

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 06/16/10

PRODUCER City Insurance Agency
2929 N University Dr # 107
Coral Springs, FL 33065
Phone (954)752-9876 Fax (954)752-9938

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED JFK TUTORING INC
1337 S State Road
North Lauderdale, FL 33068

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mount Vernon / AllRisk	
INSURER B: Mount Vernon / AllRisk	
INSURER C: UNITED STATES LIABILITY INS CO	
INSURER D:	
INSURER E: Technology Insurance Company	
INSURER F: Lloyd's / Agency Mkt	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☑	**GENERAL LIABILITY** ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☑ Sexual Abuse ☑ Molestation GEN'L AGGREGATE LIMIT APPLIES PER: ☑ POLICY ☐ PROJECT ☐ LOC	MLP1144260	03/15/10	08/31/11	EACH OCCURRENCE	1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	50,000
						MED EXP (Any one person)	5,000
						PERSONAL & ADV INJURY	1,000,000
						GENERAL AGGREGATE	3,000,000
						PRODUCTS - COMP/OP AGG	Excluded
B	☐	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON OWNED AUTOS ☐ _____ ☑ -0- deductible	CP2145989A	08/10/09	08/10/11	COMBINED SINGLE LIMIT (Ea accident)	1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
	☐	**GARAGE LIABILITY** ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
C	☐	**EXCESS/UMBRELLA LIABILITY** ☑ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $	1300483--BXS	08/11/09	08/11/11	EACH OCCURRENCE	1,000,000
						AGGREGATE	
E		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TWC 3224981	03/07/10	03/07/11	☑ WC STATU-TORY LIMITS ☐ OTH-ER	
						E.L. EACH ACCIDENT	1,000,000
						E.L. DISEASE - EA EMPLOYEE	1,000,000
						E.L. DISEASE - POLICY LIMIT	1,000,000
F		**OTHER** Professional Liability E&O	MLP1144260	03/10/10	08/31/11	DED $5000.	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The School Board including all former and future Board members, employees, volunteers, and agents, are named as additional insured.

GENERAL LIABILITY DEDUCTIBLE- $1000

CERTIFICATE HOLDER

THE SCHOOL BOARD OF GADSDEN COUNTY
35 MARTIN LUTHER KING, JR. BLVD
QUINCY, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Anita D Lick

ACORD 25 (2001/08) QF

© ACORD CORPORATION 1988

P03000036033

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

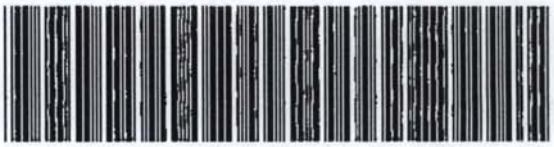
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



700162380927

Name Change
Amend

11/02/09--01054--003 **35.00

FILED
2009 NOV -2 PM 4:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

11/4/09

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: JUST FOR KIDS TUTORING SERVICES, INC.

DOCUMENT NUMBER: P03000036033

The enclosed ***Articles of Amendment*** and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

KARA V. FERRIER, ESQ
Name of Contact Person

LAW OFFICES OF KARA VAVAL FERRIER, P.A.
Firm/ Company

8201 PETERS ROAD, SUITE 1000
Address

PLANTATION, FL 33324
City/ State and Zip Code

kara@kvfpalaw.com
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

KARA V. FERRIER, ESQ at (954) 653-8030
Name of Contact Person — Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☑ $35 Filing Fee
☐ $43.75 Filing Fee & Certificate of Status
☐ $43.75 Filing Fee & Certified Copy (Additional copy is enclosed)
☐ $52.50 Filing Fee Certificate of Status Certified Copy (Additional Copy is enclosed)

Mailing Address
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

FILED
2009 NOV -2 PM 4:49
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

JUST FOR KIDS TUTORING SERVICES, INC.
(Name of Corporation as currently filed with the Florida Dept. of State)

P03000036033
(Document Number of Corporation (if known)

Pursuant to the provisions of section 607.1006, Florida Statutes, this ***Florida Profit Corporation*** adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

JFK TUTORING, INC.
The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or Co.," or the designation "Corp," "Inc," or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

New Registered Office Address:
(Florida street address)

(City) , Florida *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:
I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(*Attach additional sheets, if necessary)*

Title	Name	Address	Type of Action
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove
_____	_____	_____	☐ Add ☐ Remove

E. If amending or adding additional Articles, enter change(s) here:
(*attach additional sheets, if necessary). (Be specific)*

_____

_____

_____

_____

_____

_____

_____

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(*if not applicable, indicate N/A*)

_____

_____

_____

_____

_____

_____

The date of each amendment(s) adoption: 10-20-09
(date of adoption is required)

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

☑ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____."
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated OCTOBER 20, 2009

Signature _____
(By a director, ~~president or other~~ officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

BERRY LAMY
(Typed or printed name of person signing)

PRESIDENT
(Title of person signing)

JFK TUTORING, INC.
2010-2011 Application

II. Application Proposal

A. Contact Information

Name of Agency Head: JFK TUTORING, INC.

Federal Employer Identification Number (FEIN) or Taxpayer ID Number (TIN): 27-0052954

Contact Person Information

Name: Cheryl Watford
Title: Executive SES Director
Mailing Address: 1337 South State Road 7
City: North Lauderdale
State: FL
Zip Code: 33068
Telephone Number: 954-975-7898
Fax Number: 954-975-7748
Email Address: laquita.clayton@jfktutors.com
Organization Website: http://www.jfktutors.com

Contact Person for SES (This person will be listed on the SES Approved Provider Directory. The same contact person can not be listed for multiple companies.)

Name: Cheryl Watford
Title: Executive SES Director
Mailing Address: 1337 South State Road 7
City: North Lauderdale
State: FL
Zip Code: 33068
Telephone Number: 954-975-7898
Fax Number: 954-975-7748
Email Address: cheryl@jfktutors.com
Organization Website: http://www.jfktutors.com

B. Applicant Status

○ Applying as a **New** provider ○ Applying as a **Renewing** provider

(1) The applicant indicated prior approval to offer SES in Florida. Provide the following information:

School year(s):
2008-2009
2009-2010
2006-2007
2007-2008

Serving which school district(s):
Alachua, Baker, Bay, Bradford, Brevard, Broward, Calhoun, Charlotte, Citrus, Clay, Collier, Columbia, Dade, DeSoto, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gilchrist, Glades, Gulf, Hamilton, Hardee, Hendry, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Liberty, Madison, Manatee, Marion, Martin, Monroe, Nassau, Okaloosa, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, St. Johns, St. Lucie, Santa Rosa, Sarasota, Seminole, Sumter, Suwannee, Taylor, Union, Volusia, Wakulla, Walton, Washington

If approved in Florida, identify the Florida SES Provider ID Number(s):
A++ at JFK Tutoring, J.F.K (Just For Kids) Tutoring Services, Inc., Just For Kids Tutoring Services, Inc.++

(2) Is the applicant an approved provider for SES in any other state?
○ Yes ◉ No

If yes, identify the state(s):

Under what business name(s):

(3) Has the applicant been removed as an approved provider in any state or district within a state, including Florida?
○ Yes ◉ No

(4) Has the applicant ever served as a provider in Florida under any business name and had a contract with a district terminated?
○ Yes ◉ No

Service History

Has the applicant conducted surveys of parents whose children received SES tutoring in the prior school year?
◉ Yes ○ No

If yes, do these results show that at least 50% of parents of participating students are satisfied with the services?
◉ Yes ○ No ○ N/A

Has the applicant's instructional program been subject to a state or self-administered

evaluation?
◉ Yes ○ No

If yes, do these results demonstrate that the provider's instructional program has improved student achievement?
◉ Yes ○ No ○ N/A

C. School District(s) to be Served

Applicant will not be able to add/delete districts once the application is approved.

*Applicants that select to serve students at Florida School for Deaf and Blind must be able to provide transcription of materials into large print and Braille. In addition, tutors serving deaf students must be fluent in American Sign Language.

School District(s) to be Served:
Alachua, Baker, Bay, Bradford, Brevard, Broward, Calhoun, Charlotte, Citrus, Clay, Collier, Columbia, Dade, DeSoto, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gilchrist, Glades, Gulf, Hamilton, Hardee, Hendry, Hernando, Highlands, Hillsborough, Holmes, Indian River, Jackson, Jefferson, Lafayette, Lake, Lee, Leon, Levy, Liberty, Madison, Manatee, Marion, Martin, Monroe, Nassau, Okaloosa, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, St. Johns, St. Lucie, Santa Rosa, Sarasota, Seminole, Sumter, Suwannee, Taylor, Union, Volusia, Wakulla, Walton, Washington

D. Applicant Classification of Eligible SES Providers

- For-profit company

E. Academic and Instructional Information

1. Subject Area(s): Check all that apply.

- Reading/Language Arts
- Mathematics

2. Additional Staff Qualifications: Check all that apply.

- Title I paraprofessionals
- Current State of Florida certified teachers
- Ability to communicate languages other than English
  - Spanish
  - Haitian Creole

3. Type of Instruction: Check all that apply.

- Individual tutoring
- In-home tutoring. A parent or guardian must be present during and throughout all tutoring sessions.
- Small group instruction (not to exceed a group size of five students per tutor)
- Large group instruction (not to exceed a group size of eight students per tutor)

4. Grade Levels to be Served: Check all grade levels you will serve for each subject area. (Note: The curriculum described in the application must be appropriate for the grade levels indicated):

Mathematics
☑K ☑1 ☑2 ☑3 ☑4 ☑5 ☑6 ☑7 ☑8 ☑9 ☑ 10 ☑11 ☑12

Reading/Language Arts
☑K ☑1 ☑2 ☑3 ☑4 ☑5 ☑6 ☑7 ☑8 ☑9 ☑ 10 ☑11 ☑12

Science
☐K ☐1 ☐2 ☐3 ☐4 ☐5 ☐6 ☐7 ☐8 ☐9 ☐ 10 ☐11 ☐12

F. SES Provisions

1. Student Capacity: Check all that apply.

Indicate the minimum number of students that the applicant would serve at each site: 5

Capacity to serve students with disabilities or plans developed under section 504 of the R
◉Yes ○No
Capacity to serve students who are English language learners (ELL)
◉Yes ○No
Capacity to serve students with visual impairments
○Yes ◉No
Capacity to serve students with hearing impairments
○Yes ◉No

2. Location of Services: Check all that apply.

☑ School Campus
☑ Provider facility
☑ Faith-based center (for example, church, temple, mosque, etc.)
☑ Community based center
☐ Student's home (on-line or computer based)
☑ Student's home with tutor present
☑ Public site such as public library (Describe): Library;Daycare;Bookstore close to student'"s home
☑ Other (Describe): Eating Establishments

G. Operations

1. Day(s) Services will be Provided:

☑ Sun ☑ Mon ☑ Tues ☑ Wed ☑ Thurs ☑ Fri ☑ Sat

2. Length of each service session: Sessions held Monday – Friday and Sunday may not exceed two hours per day. In addition, Saturday sessions may not exceed four hours. Cumulative sessions may not exceed six hours per week.

- 2 Hours
- 1 Hour
- 30 Minutes
- Saturday Session: 2 hour(s) 0 min(s)

The applicant agrees to provide a minimum of 20 hours of tutoring per student.
◉ Yes ○ No

3. Times of Service

- Before school
- After school
- Weekends
- Summer

H. Cost of Service

1. Rate for Provision of SES: Per Student, Per Hour, Per Type of Instruction

****Note** The allowable range is between $5 and up to $70 per hour for each student and per type of instruction.**

RATE PER STUDENT PER HOUR:

$60 **Individual tutoring**
$60 **In-home tutoring**
N/A **Distance learning including computer-based instruction**
$60 **Small group instruction**
$40 **Large group instruction**

III. Application Narrative

Applicants will provide a narrative response for each of the bulleted content requirements in the online application. Applicants must access the online system at http://www.fldoe.org/flbpso. To ensure an anonymous review of the application, the company name should not be included in this section. The following content requirements must be included in the narrative:

A. Demonstrated Record of Effectiveness

The provider must have a demonstrated record of effectiveness in increasing the academic achievement of students in subjects relevant to meeting the State's academic content and student achievement standards [20 USC Section 6316(e); 34 C.F.R. §200.47(b)(1)(i)].

- Provide student achievement data that demonstrates that the applicant is effective in increasing academic gains in Reading, if applicable

  Our program was evaluated by Florida DOE and deemed effective to create positive outcomes for children we serve. We've provided evidence of success annually to the Title 1 program, citing specific evidence of program effectiveness. We use multiple evaluation methods to monitor student achievement, including pre/post testing, FCAT score comparisons, activities, worksheets, parental feedback, tracking of report cards, and instructor progress reports. To demonstrate our effectiveness, we have gathered a random sampling of pre/post test data from 10 of our 2008-2009 students. These students were randomly selected from a pool of 1,100 Kindergarten through 8th grade Reading/LA students enrolled in our program. Assessment results are reported as percent correct and averaged for each student. From this sample pool, we've compiled average pre-test/post-test scores, along with average percent gain for all students served in Reading/LA program. The pre-test scores range from a low of 56 to a high of 93, while the post-test scores range from a low of 76 to a high of 100. The percent gains range from a low of 3.2 to a high of 35.7%, with an average of 14% in Reading/ Language Arts. During the 2008-2009 school year, 96% of the students who completed the SES program met overall goals of the Student Learning Plan (SLP). The average pre-assessment in Reading/LA (GRADE) was 42%. After 4 months of instruction, the average post-assessment in Reading/ LA was 67%—an increase of 60%. As the overall goal is achieving a 30% increase from pre/post assessment results, the goal was surpassed. During the 2007-2008 school year, 95% of the students in our program had gains of 30% or more on SLP goals. Students with FCAT level 2 or below from the previous year (07-08) showed an increase of 48% in reading. ELL students showed an increase of 65% in reading, attributed to the fact they received individual instruction from a bilingual instructor which increased their comprehension.

- Identify the assessment used to document gains in Reading, if applicable

  GRADE Reading/ Language Arts is nationally standardized and norm-referenced using the most up-to-date methodologies. Scores can be converted to Stanines, standard scores, percentiles, normal curve equivalencies, age, and grade equivalencies. Assessments are designed to allow out-of-level testing, permitting us to assess students at their functional level and identify both the skills they have mastered and those they are deficient in. Group Reading Assessment and Diagnostic (GRADE) assess and diagnose each student's ability in phonemic awareness, phonics, vocabulary, fluency, and comprehension. The GRADE software scores the test and creates a comprehensive Student Report that indicates raw score, Stanine, percentile, grade equivalency, Growth Scale Value, and standard scores/NCE for each

subtest followed by general descriptors of strengths/weaknesses. This criterion-referenced information is broken down by number correct, number possible, and percent correct for each subtest and item type. Finally, the Diagnostic Analysis Summary includes recommendations for interventions and specifies the GRADE materials and lessons to be used to address identified weaknesses. The instructional program that will be used for Reading/ Language Arts is the Group Reading Assessment and Diagnostic Evaluation (GRADE). We will ensure instruction is individually guided by first administering a diagnostic pre-test in Reading/ LA to best evaluate the student's level of proficiency. Our assessment is designed to allow out-of-level testing, so we can assess students at their functional level and identify skills they have previously mastered. GRADE will assess /diagnose each student's ability in the following areas of phonemic awareness, phonics, vocabulary, fluency, and comprehension. After the initial assessment, we will monitor and assess students regularly using verbal/written teacher made assessments. For Reading/ LA, we stress that learning to read is not a one-dimensional process, but a progressive ladder of the benchmarks (each representing different kinds of learning tasks), which are both sequential and overlapping. A challenging aspect of instruction is that no single formula can be used to teach every student how to read; every student requires a different combination of instructional components. We measure reading by looking at developmentally appropriate activities for students, referenced by the National Reading Panel (2002). Our instructional methods/curriculum addresses the principles of best practice as set forth by leading researchers in the field of literacy. Students are instructed in a combination of individual (1:1) and small group (1:5), which allows students to not only gain the benefits of individual interaction, attention, engagement and comprehension, but also practice skills learned in a collaborative setting that more closely mimics their classrooms and real world settings. This model follows NRP recommendations, stating that while small group sizes are found to be most effective for phonemic awareness, group size does not seem to matter when teaching phonics; thus a combination of individual and small group sizes are recommended (International Reading Association 2002). In 2002, the NRP found that when instructors used techniques such as Direct Instruction and scaffolding, students did better on literary recall and interpretation (2002).

- Provide student achievement data that demonstrates that the applicant is effective in increasing academic gains in Mathematics, if applicable

Our program was evaluated by Florida DOE and deemed effective to create positive outcomes for children we serve. We've provided evidence of success annually to the Title 1 program, citing specific evidence of program effectiveness. We use multiple evaluation methods to monitor student achievement, including pre/post testing, FCAT score comparisons, activities, worksheets, parental feedback, tracking of report cards, and instructor progress reports. We have gathered a random sampling of pre/post test data from 10 of our 2008-2009 students. These students were randomly selected from a pool of 1,100 Kindergarten through 8th grade Mathematics students enrolled in our program. Assessment results are reported as percent correct and averaged for each student. From this sample pool, we've compiled average pre-test/post-test

scores, along with average percent gain for all students served in Mathematics program. The pre-test scores range from a low of 13 to a high of 68, while the post-test scores range from a low of 25 to a high of 81. The percent gains range from a low of 10.3 to a high of 129.6%, showing an average academic gain of 64% in Mathematics. During the 2008-2009 school year, 96% of the students who completed the SES program met overall goals of the Student Learning Plan (SLP). The average pre-assessment in Mathematics (GMADE) was 37%. After 4 months of instruction, the average post-assessment in Mathematics was 71%—an increase of 34%. As the overall goal is achieving a 30% increase from pre/post assessment results, the goal was surpassed. During the 2007-2008 school year, 95% of the students in our program had gains of 30% or more on SLP goals. Students with FCAT level 2 or below from the previous year (07-08) showed an increase of 48% in reading. ELL students showed an increase of 65% in reading, attributed to the fact they received individual instruction from a bilingual instructor which increased their comprehension.

- Identify the assessment used to document gains in Mathematics, if applicable

The instructional program that will be used for Mathematics is the Group Mathematics Assessment and Diagnostic Evaluation (GMADE). We will ensure instruction is individually guided by first administering a diagnostic pre-test in Mathematics to best evaluate the student's level of proficiency. Our assessment is designed to allow out-of-level testing, so we can assess students at their functional level and identify skills they have previously mastered. GMADE will assess and diagnose each student's ability in the following areas of number sense, algebraic thinking, geometry and spatial sense, measurement, and data analysis with probabilities. After the initial assessment, we will continue to monitor and assess the students on a regular basis using verbal or written teacher made assessments. Our Instructors employ the Direct Instruction Method in teaching our students. Direct Instruction (DI) emphasizes repeated and systematic instruction, focusing on the skills used to learn a concept and teaching them in correct succession (Hartman 2002). Lessons are carefully structured, sequenced, paced, and broken down into small steps that include demonstration and modeling, followed by independent practice. Instructors monitor students frequently, providing prompts and feedback. DI has been shown to be effective over other, more student-centered, methods in teaching a wide range of subjects, and also in helping students become skillful thinkers overall (Hartman 2002). Our Instructors approach each of their sessions with well-prepared lesson plans that are activity-filled, fast-paced, and individualized to the students, so as to keep students engaged and maximize time on task. The time students spend focused on a skill area was correlated with enhanced skills and increases in engagement of learning tasks (Gest 2005). The process and procedures for monitoring the program start with a research-based program from Pearson Learning Group that has been reviewed by our curriculum specialist. The instructional program/intervention is designed to meet the needs of each student by tailored, intensive, and individualized instruction (Gest 2005). Each student is matched with an Instructor who is qualified in the subject that the highest need of remediation is required. In addition, our company follows the same guidelines as the public schools, limited English proficiency, and special needs area, such as 504 plans and

Individual English Proficiency, (i.e. a Creole or Spanish speaking student will be provided a bilingual Instructor to instruct them). Our program's approach for the teaching of Mathematics is firmly grounded in the practices that have been shown to be effective through numerous research studies. In a 1998 study, the authors of the National Research Council Report, Preventing Difficulties in Young Children, concluded that the most effective teachers construct a unique blend of instructional ingredients for every child with whom they work (Snow, Burns, & Griffin 1998). Our instrumental practices and major design elements are built upon instructional models (Bloom's) which have been shown effective through rigorous academic research, such as one-on-one and group instruction, Direct Instruction (DI), scaffolding, and manipulatives (Snow, Burns, & Griffin 1998).

B. High Quality, Research-Based Instructional Services

The provider must document that the instructional services provided are high quality, research-based, and designed to increase student academic achievement [20 USC Section 6316(e); 34 C.F.R. §200.47(b)(2)(ii)(C)].

- Describe the curriculum(s) that will be used in Reading, if applicable

  Our program has proven competent in improving educational outcomes for the at-risk students we serve. We integrate the Pearson Learning System (PLS) into our overall academic support programming. Using PLS enables us to strengthen both the delivery and the assessment of our tutoring program. PLS, when used for a period of at least 12 weeks, has been an efficacious plan in increasing the achievement of our at-risk students. GRADE curriculum, provided by Pearsons Learning Group, is a collection of grade-level worksheets and activities designed specifically for the benchmarks within the National Standards, which are aligned with the Florida Sunshine State Standards. Our instructors also supplement this curriculum with other effective auxiliary materials for each grade level. A couple examples of supplemental resources include Dolch Sight Words and Reading Rockets. Our instructional best practices are Bloom's Taxonomy and Reading First (DIBELS).

- Provide research supporting the use of the curriculum(s) in Reading, if applicable

  Both programs utilize assessments and instructional materials that are scientific and research based, and has been thoroughly evaluated by our company's Curriculum Specialist, who has a Masters of Arts degree in Curriculum and Instruction. GRADE Reading/ Language Arts assessments are nationally standardized and norm-referenced using the most up-to-date methodologies. Scores can be converted to Stanines, standard scores, percentiles, normal curve equivalencies, age, and grade equivalencies. Reliability coefficients for alternate forms were in the 90% range, which were assessed using a variety of standardized Reading/ Language Arts assessments. Instructional activities include GRADE Resource Library worksheets, DIBLES and FCAT correlated workbooks, and DOLCH sight words. We currently incorporate manipulatives such as flash cards, phonics kits, and alphabet letters into our daily lessons. Other curriculum materials include graphic organizers such as compare/contrast matrices and flow charts to assist with students' overall comprehension of

Reading/ Language Arts.

- Describe the curriculum(s) that will be used in Mathematics, if applicable

Our program has proven competent in improving educational outcomes for the at-risk students we serve. We integrate the Pearson Learning System (PLS) into our overall academic support programming. Using PLS enables us to strengthen both the delivery and the assessment of our tutoring program. PLS, when used for a period of at least 12 weeks, has been an efficacious plan in increasing the achievement of our at-risk students. GMADE curriculum, provided by Pearsons Learning Group, is a collection of grade-level worksheets and activities designed specifically for the benchmarks within the National Standards, which are aligned with the Florida Sunshine State Standards. Our instructors also supplement this curriculum with other effective auxiliary materials for each grade level. An example of supplemental resources includes Math-a-Minute. Our instructional best practices include Bloom's Taxonomy and Illuminations Math Resources.

- Provide research supporting the use of the curriculum(s) in Mathematics, if applicable

Both programs utilize assessments and instructional materials that are scientific and research based, and has been thoroughly evaluated by our company's Curriculum Specialist, who has a Masters of Arts degree in Curriculum and Instruction. GMADE Mathematics assessments are nationally standardized and norm-referenced using the most up-to-date methodologies. Scores can be converted to Stanines, standard scores, percentiles, normal curve equivalencies, age, and grade equivalencies. Reliability coefficients for alternate forms were in the 90% range, which were assessed using a variety of standardized Mathematics assessments. Instructional activities include GMADE Resource Library worksheets and FCAT correlated workbooks. Our instructors consistently use scaffolding when working with students, as this practice has been shown effective in increasing learning processes. The scaffolding teaching strategy originates from Lev Vygotsky's concepts of the zone of proximal development (ZPD) (Bransford, Brown, & Cocking 15, 2000). "The zone of proximal development is the distance between what children can do by themselves and the next learning that they can be helped to achieve with competent assistance" (22). The more capable other instructor provides the scaffolds so that the learner can accomplish (with assistance) the tasks that he or she could otherwise not complete, thus helping the learner through the ZPD (Bransford, Brown, & Cocking 22, 2000). In scaffolding instruction, the tutor demonstrates to the student the best way to acquire the important information. The activities provided in scaffolding instruction are just beyond the level of what the learner can do alone (Olson & Pratt 176, 2000). The scaffolds provided are activities and tasks that motivate the child's interest, and make the task more manageable for the child. When the differences between the child's work and the desired goal are more clearly defined, the frustration and risk factor is reduced, and the jeopardy of failure is eliminated. We also use a variety of manipulative materials and graphic organizers shown by research to lead to long term retention of skills learned and promote academic achievement (Gest 34, 2005). Manipulative materials are recommended by the NCTM for

use with all age/grade levels as they contribute to conceptualization and understanding (International Reading Association 45, 2002). We currently incorporate manipulatives such as flash cards, timers and linking cubes into our daily lessons. Other curriculum materials include graphic organizers such as Venn diagrams and flow charts to assist with students' overall comprehension of Mathematics concepts.

C. Services Consistent with Florida's Next Generation Sunshine State Standards and Instructional Program of School District

The provider must ensure that supplemental educational services are consistent with the instructional program of the local educational agency and aligned with State academic content and student academic achievement standards [20 USC Section 6316(e); 34 C.F.R. §200.47(b)(1)(ii), (b)(2)(ii)(A); 34 C.F.R. §200.47(b)(2)(ii)(B)].

- Describe how the proposed curriculum(s) aligns with Florida's Next Generation Sunshine State Standards

Our curriculum is aligned with Florida State Sunshine Standards in both Reading/Language Arts and Mathematics curriculum. GRADE/GMADE curriculum materials, provided by Pearson's Learning Group, is aligned to NATIONAL STANDARDS, and SSS, while each question, activity, or worksheet is aligned to specific benchmarks. Group Reading Assessment and Diagnostic Evaluation (GRADE) is a developmentally based assessment of Reading/Language Arts for pre-kindergarten to young adult students. GRADE is a comprehensive assessment to fit Florida's need for measuring reading achievement. Example of a third grade Reading Program, aligned with both NRP Standards and SSS, follows below: •NS: Sentence & Passage Comprehension SSS: COMPREHENSION: Student uses a variety of strategies to comprehend grade level text. Benchmarks: LA.3.1.7.1, LA.3.1.7.2, LA.3.1.7.3, LA.3.1.7.4, LA.3.1.7.5, LA.3.1.7.6, LA.3.1.7.7, LA.3.1.7.8 •NS: Word Meaning/Vocabulary SSS: VOCABULARY DEVELOPMENT: Student uses multiple strategies to develop grade appropriate vocabulary. Benchmarks: LA.3.1.6.1, LA.3.1.6.2, LA.3.1.6.3, LA.3.1.6.4, LA.3.1.6.5,LA.3.1.6.6, LA.3.1.6.7, LA.3.1.6.8, LA.3.1.6.9, LA.3.1.6.10 •NS: Word Reading SSS: FLUENCY: Student shows the ability to read grade level text orally with accuracy, appropriate rate, and expression. Benchmarks: LA.3.1.5.1, LA.3.1.5.2 •NS: Letter Recognition SSS: PHONICS/WORD ANALYSIS: Student demonstrates knowledge of the alphabetic principle and applies phonics skills to read text. Benchmarks: LA.3.1.4.1., LA.3.1.4.2, LA.3.1.4.3, LA.3.1.4.4 Group Mathematics Assessment and Diagnostic Evaluation (GMADE) is an assessment tool divided into subtests that measure key areas of mathematical skills. GMADE meets both the five content/process standards set by the NCTM; each subtest examines critical math skills in the targeted areas and breaks it farther down into the SSS with the benchmarks. An example for a 5th grade student follows below: •NS: Concepts and Communication SSS: Process Standards: BIG IDEA 1: Student will develop an understanding of and fluency with division of whole numbers. Benchmarks MA.5.A.1.1, MA.5.A.1.2, MA.5.A.1.3, MA.5.A.1.4. BIG IDEA 2: Student will develop an understanding of and fluency with addition and subtraction of fractions and decimals. Benchmarks: MA.5.A.2.1, MA.5.A.2.2, MA.5.A.2.3, MA.5.A.2.4.

BIG IDEA 3: Student will describe three-dimensional shapes and analyze their properties, including volume and surface area. Benchmarks: MA.5.A.G.3.1, MA.5.A.G.3.2 ALGEBRA: Students will understand how to express relationships as mathematical expressions. Benchmarks: MA.5.A.4.1, MA.5.A.4.2 •NS: Operations and Computation SSS: NUMBER AND OPERATIONS: Students will correctly represent and understand the number and order of objects using numbers. Benchmarks: MA.5.A.6.1, MA.5.A.6.2, MA.5.A.6.3, MA.5.A.6.4, MA.5.A.6.5 •NS: Process and Applications SSS: MEASUREMENT: Students will explore quantitative situations involving length, capacity, weight, and height by direct comparison. Students will explore time through calendars and schedules. GEOMETRY: Students will recognize and name basic geometric shapes and spatial relationships. Benchmarks: MA.5.G.5.1, MA.5.G.5.2, MA.5.G.5.3, MA.5.G.5.4. DATA ANALYSIS AND PROBABILITY: Students will pose questions and gather data about themselves and their surroundings. Benchmarks: MA.5.S.7.1, MA.5.S.7.2

- Provide an example of how the proposed program aligns with at least one district's instructional program

The following is a lesson from our Pearson Learning GRADE Curriculum Level 3 that correlates with the curriculum map of Polk County Schools, which fits into topic 08: The Language of Poetry for third grade with the key learning poetry (communicates meaning through unique structures and word choices). Lesson Title: Non-fiction and Poetry Date: January 15, 2010 Florida Sunshine State Standard: LA.3.2.1.1 The student will understand the distinguishing features among the common forms of literature (e.g., poetry, prose, fiction, drama). Primary Learning Outcomes: The student summarizes text content. The student identifies the basic elements of a variety of genres (fiction, non-fiction, drama, and poetry). The student formulates and defends an opinion about a text. Procedures: Introduction: To introduce the subject the instructor will have a selection of 5-6 books of different genres. He/she will then ask a series of questions based on Bloom's Taxonomy such as: "Looking at the title and pictures; what do these books have in common? What is different about the books? What genre do you think each book falls under? " The student will examine each book to determine the similarities/differences and which genre each book belongs in. Once the similarities/differences and genre of each book are established, the instructor will encourage the student to explore more in depth the genres of non-fiction and poetry. The ultimate goal is to be able to identify the basic elements of non-fiction and poetry, summarize the content of each, and develop and defend any opinions of each. Guided Practice: The student and instructor will read the poem together. At the end of the reading the instructor will again question the student using Bloom's Taxonomy. "What makes this a poem? What is special about how it is written? This may be followed with, "Before we get into the questions on the worksheet; "What or who is the author talking about? What do you think happened? How does the author feel at the beginning of the poem and how does he/she feel at the end of the poem?" The instructor would then guide the student to read the next selection. The student and instructor will then move on and read the historical passage together. The instructor would then ask, before we get to the questions on the worksheet, is this selection fiction or non-fiction? What clues lead you to

believe that the story is non-fiction? How do we know this selection is true?" Conclusion: "Today we gathered similarities/differences of different books. We also discovered the genre of those books. We discussed the genres of non-fiction and poetry. You will now work on pages 103 and 104." Assessment: On pages 103 and 104, identify the genre of each selection and answer the corresponding questions.

D. Measurable Achievement Goals

The provider must set measurable achievement goals for each student in consultation with each student's parents and the school district. [20 USC Section 6316(e); 34 C.F.R. §200.46(b)(2)(i)(A)]

- Describe how the provider will work with the school district and parents to develop measurable achievement goals for each student

  Student scores on the Reading/Language Arts and Mathematics pre-tests allow us to accurately assess their strengths and areas of weakness within these subjects, while the post-tests serve as a reliable gauge of student gains. A series of short-term milestones—objectives deemed achievable within four months—will be developed and established through a collaborative effort with the child's classroom teacher, the district input, and the provider. This plan will be approved by the SES Program Coordinator and all other parties involved before instruction can begin. The Student Learning Plan will be based on parent and teacher input along with the DIBLES and SAT9 test for students in Pre-Kindergarten to first grade. The Stanford Achievement Test 9 (SAT9) will be used along with the Basic Literacy Test (BLT) or other district wide testing for students in second and third grades. The Norm-Referenced Test (such as the FCAT) will be used to focus on a starting grade level for students in fourth through twelfth grades. Levels of pre-assessment and/or assigned curriculum that are included in each SLP are aligned with the above mentioned standardized tests by matching level 1 with one grade level below current grade, level 2 or 3 matching to the current grade level and Level 4 or 5 moving up one grade level. For example, a student in 3rd grade has standardized tests at Level 1 will be reassessed at Grade Level 2, and the results of that pretest will be used as a gauge to assign the grade level curriculum. Each child's parent will be contacted by our SES Program staff to discuss concerns about the child's performance. The SES Program Coordinator will also share SES assessment data and ask parents for recommendations on goal setting for the student's SES SLP. Once the state standardized data, pre-testing scores, and teacher/parent input are reviewed, an SLP is created using the Florida Standards and specific benchmarks that are a weak area for the student.

- State the name of the pre- and post-assessment that will be used in Reading, if applicable

  The GRADE (Group Reading Assessment and Diagnostic Evaluation) is a National Standards based, criterion-referenced assessment for both the pre and post testing which is then aligned to Florida state standards. GRADE has a reliability coefficient for alternate form and remediation in the .90 range and predictive validity, which was assessed using a battery of standardized assessments including TerraNova, Iowa Test of Basic Skills, and California

Achievement Test. Our assessment is designed to allow out-of-level testing, so we can assess low- performing students at their functional level and identify both the skills they have mastered and those they are deficient in. Group Reading Assessment and Diagnostic (GRADE) will assess and diagnose each student's ability in phonemic awareness, phonics, vocabulary, fluency, and comprehension. After a student's results have been analyzed, our instructors will intervene with the PLS curriculum aligned with Florida standards. By meeting with each student's SES facilitator and receiving correlated activities and exercises from GRADE Resource Library and Head for Success Reading, we are able to ensure alignment with the instructional programs of each district we serve, as well as meet each student's individual needs.

- State the name of the pre- and post-assessment that will be used in Mathematics, if applicable

For Mathematics we will utilize the sister program to GRADE, the GMADE program. Group Mathematics Assessment and Diagnostic Evaluation (GMADE) will assess and diagnose each student's ability in number sense, algebraic thinking, geometry and spatial sense, measurement, and data analysis with probabilities. After student results have been analyzed, our instructors will intervene with correlated activities and exercises from GMADE Resource Library and Head for Success Math. In addition, our program includes a screening math-level indicator test that correlates with GMADE. In addition to our diagnostic assessments, we will also utilize the district data such as FCAT, SAT, and classroom teacher input to develop measurable goals for the student learning plan.

E. Reports of Student's Progress

The provider must measure the student's progress, and regularly inform the student's parents and teachers regarding the progress of the student in improving academic achievement as outlined in the student learning plan [[20 USC Section 6316(e); 34 C.F.R. §200.46(b)(2)(i)(B), (ii)].

- Describe the procedures that will be used to track the student's progress on the goals identified in the Student Learning Plan

We maintain a portfolio on every child. The portfolios are used to monitor student progress and to diagnose student strengths and needs. During each session, students spend time working on their assignments and instructors maintain a log for each student. With parental permission, we acquire information on the students by using the district's data (e.g. IEP). We also contact the student's teacher to share the Student Learning Plans (SLPs), and to gather any additional information. The daily session report details the work completed during the tutoring, goals for the next session, time spent on each subject, and comments to classroom teacher or parent on strategies to help with achievement. This step of our program is crucial to the coordination of supplemental educational services with classroom instructional program. The daily report includes the strand or benchmark that the student received instruction on, hours remaining in the program, and comments regarding the student's overall progress. At the end of the 16-week cycle, the child will be

given a cumulative post-test to measure progress made and knowledge retained over the weeks. This will guide in assessing the program's effectiveness and determining what needs to be modified. The student's teacher is encouraged to make comments on daily progress reports for feedback on the effectiveness of our program. We also give each student a monthly written progress report for the parents and the school to monitor the goals set by our program and the SES facilitator. Instructors submit all reports to our district coordinators to re-evaluate the student's goals when necessary. After every tutoring session, Instructors complete a daily student progress report by logging information into our proprietary online software, Tutorwell.com™. These daily reports include achievement goals each student worked on, activities completed, and comments about the student's participation during his/her session. This data is stored in our secure data system and passed along daily to the classroom teacher, other appropriate district personnel, and parents/guardians by email or in person. By this close monitoring, we are able to alter the lesson plan if students demonstrate accelerated mastery or require more instruction of a skill. Mastery of a skill area indicates that a student has successfully completed a minimum of three consecutive activities, worksheets, or mini-assessments with 80% accuracy or above. When a student does not reach mastery, additional resources or a change in instruction style (auditory, kinesthetically, or visually) is implemented. Instructors also provide a monthly progress report that includes information on the student's progress towards their SLP-stated goals, and an updated timetable that takes into account the latest information we have about student's pacing needs. In this monthly report, the instructor will also include attendance information and comments about any behavioral issues. Results of interim assessments and other end-of-unit quizzes are also provided in these reports, and we require a returned copy with a parent/guardian signature to ensure that they have read and understood the reports.

- Describe the process for reporting students' progress on the goals of student learning plans to parents

We actively communicate student progress to parents/guardians in accordance with NCLB and FERPA confidentiality provisions. Instructors create progress reports in our software program, Tutorwell.com™, daily (simple report) and monthly (full report). Progress reports include SLP-stated goals, progress toward those goals, attendance, performance on tests/activities/worksheets, and students' effort during tutoring session. Progress reports are delivered either in person or via U.S. Mail to parents/guardians, by Instructors or by staff at our corporate headquarters. Parents/guardians who have questions or concerns can address these directly with the Instructor and/or site coordinators, who are available daily. Parents/guardians are also contacted by telephone as needed to discuss students' progress or any other issues that may arise, such as poor attendance or behavioral issues. We will create and issue verbal progress reports daily (simple report) and written monthly (full report) to each of our students' teachers and appropriate school or district staff. In addition, we will comply with any state and district requirements intended to protect student privacy. This not only helps everyone involved in the student's development stay abreast of progress, but also fosters relationships with principals, teachers and district staff. We work closely with those stakeholders at the program's

inception to develop SLPs. After each session, progress reports are verbally submitted to parent(s)/guardian(s) and teachers via the instructor or by email communication through our database management system, Tutorwell.com™. Comments on progress reports will be measurable and will have SMART components which are positive, build on student's strengths, tell how parent (s)/guardian(s) can help, tell parents the next step, and keep in mind the impact on the students. Instructors should do the following to establish good communication with parent/guardian: ? Introduce self to parent/guardian ? Invite parent/guardian to sit in session when possible ? Describe the company's process with parent/guardian so they know what to expect (daily progress to parent/guardian and teacher, 80% accuracy, etc.) ? Establish a rapport and effective working relationship with parent(s)/guardian(s) by making positive calls early in the year and often. ? Communicate with parents/guardians about student growth rather than student problems. ? Contact parent(s)/guardian(s) at the first sign of a problem, but avoid making the first contact a problem-solving call.

- Explain how progress reports will be provided in the parents' native language

  Upon enrollment into our program, we record a parent/guardian's native language in our database, Tutorwell.com™. For parents/guardians whose native language is not English, we will translate the progress report and provide a written translation to them. We will provide bilingual instructors for English Language Learners (ELL). Instructors will communicate in writing and in person with parents/guardians and family members in a format and language they can understand. To facilitate ongoing communication with parents/guardians, we will make bi-weekly phone calls in the evenings and on the weekend to address concerns about progress reports. We also offer informal verbal reports anytime parents/guardians request an update. A person who speaks the language of the parents will make the phone call on behalf of the instructor if the instructor is unable to speak the language.

- Describe the process for reporting students' progress on the goals of student learning plans to the classroom teacher

  These reports inform schools and districts of the student's progress including ongoing testing results, as well as formative and summative reports. The instructors communicate these to the classroom teachers and school personnel, providing verification that both the district instructional program and SLP are being successfully implemented. Progress reports are e-mailed or sent via UPS to schools and districts. These reports outline SLP goals, achievement, attendance, instructor comments regarding participation, progress within our program, and recommendations for ways to provide support/encouragement to each student in the areas of focus. At the end of the program, we issue a final progress report that addresses the student's gains from pre- to post-test. Additionally, we primarily tutor on-site at students' schools where our Instructors are available to principals, teachers and district staff to engage in daily communication about student progress and our program's integration into the school's academic approach. We also communicate daily and monthly in writing to these stakeholders via the progress reports which facilitates a

collaborative spirit. Our program accommodates the needs of any given district, and we collaborate with these districts to ensure that the content of our SES program is complementary to that which students receive during the day at school. We have a policy of hiring state certified teachers, preferably teachers who work in the schools and districts where we provide SES. This cross-over helps us maintain a connection between the instruction provided in our program and the daily classroom experience of students. We will continuously communicate with school staff to ensure our work is closely linked to the school's curriculum. We will create and issue written progress reports daily and monthly to each of our students' parents/guardians. In addition, we will comply with any state and district requirements intended to protect student privacy.

F. Capacity and Resources

The provider must have the capacity and resources to provide supplemental services to students [20 USC Section 6316(e); 34 C.F.R. §200.47(b)(1)(iii)].

- Describe the activities that must take place to ensure services begin by October 15th

  Upon receiving approval from the Florida Department of Education office to remain an approved vendor in June, we will inventory all materials necessary for SES. By August, we will start the hiring, fingerprinting, and training of new teachers. By September, all contracts with districts should be completed. Because we are a current provider, our policies, procedures, and insurances are already in place. Upon receipt of student data from Title I, the provider will commence contacting/scheduling parental conferences within a 72 hour time frame. Three key components will be completed before the SLP is finalized: First, the provider conference with parent to gain insight on student's educational needs and schedule a pre-assessment. Secondly, the pre-assessment will be administered to determine student's proficiency levels and program objectives. Finally, our staff will utilize the pre-assessments' scores to create measure objectives and timelines for each student's program. All objectives and timelines will align with the Sunshine State Standards, appropriate for each student's grade level proficiency. The SLP will be completed within 10 days after the initial contact with parent/guardian and tutoring will have begun within that time. This time projection guarantees that services will begin on or before October 15.

- Describe the professional development provided to all instructional staff throughout the school year

  All instructors undergo a 2-4 hour training that includes topics such as: Code of Ethics, Child Abuse Reporting, Student Confidentiality, SLPs, Assessments (administering and interpreting results), Curriculum Implementation & Lesson Planning (GRADE/GMADE), Classroom Management, Attendance and Progress Monitoring, and Communication between parents and SES personnel. We use our Manual/Procedures as well as the Tutorwell.com™ Manual. The Manual/Procedures give the instructors information on the program and a basic layout on how to begin tutoring. The Tutorwell.com™ Manual explains how to complete progress notes and monthly attendance. Our Training Manual is available on-line through the Document Library link. For on-going staff

development, our District Coordinators facilitate one-on-one phone consultations with instructors and provide online training to address issues, concerns, best practices and, when necessary, review instructional methods focused on addressing various learning styles, special needs students, and strategies for behaviorally challenging students. We are a coalition member of Educational Industry Association (EIA).

- Describe a process for supervising and monitoring tutors to ensure the proposed program is implemented with fidelity

To ensure the continued quality of our SES instruction, we make periodic calls to each parent/guardian to solicit feedback. Lead Instructors are assigned to every school to provide constant support, supervision, and feedback for our instructors. Lead Instructors and District Coordinators conduct both scheduled and spontaneous site visits to ensure our instructors are following protocol and implementing our prescribed instructional strategies with fidelity. To ensure the quality of service from inception to conclusion, we ask parents/guardians to mail us a survey evaluating the overall performance of our program/ instructors. The scheduled face to face meetings and monthly phone conferences reiterate ethical business practices, professional behavior at provider fairs, quality of tutoring services, and effectiveness of instruction. All employees will have to sign a professional code of conduct agreement to ensure that they understand our expectations of them, as well as our definition of proper behavior at provider fairs and professional behavior during tutoring sessions. Given the efforts we take to make sure that our instructors understand expected behavior, we follow a very strict rule with instructors who do not adhere to the district and company policy. Once an instructor breaks a district or company policy, he or she will be warned in writing. If there is a second occurrence, the instructor will be terminated. We utilize Tutorwell.com™ to maintain accurate and timely reports for all instructors, and all instructors are to record a progress report on each tutoring session each time a student has received services. All reports will be monitored and approved by our coordinators in our internet based system. These daily progress reports will also be submitted to the classroom teachers and parents with email addresses to create a multifaceted monitoring system that will ensure a certain quality is maintained. Instructors will receive training, lesson plans, curriculum materials and a manual on effective tutoring to promote quality of tutoring services. Instructors will also be monitored by random checks at tutoring sites to ensure our program is implemented reliably. Instructors are given a written report based on their performance at intervals. It is a primary concern of ours that all of our instructors remain focused on using their various instructional styles, and address our students' needs.

G. Compliance with Applicable Federal, State, Local Health, Safety, and Civil Rights Laws

The provider must comply with applicable federal, state, and local health, safety, and civil rights laws and regulations, to provide supplemental services to students [20 USC Section 6316(e); 34 C.F.R. §200.47(b)(2)(iii)].

- Describe the training for instructional staff related to health, safety, and civil rights laws and

regulations

General health and safety precautions will be utilized per the Occupational Safety and Health Administration during all tutoring sessions. All staff is required to wear badges to identify themselves as SES Provider employees. Violence in the workplace will not be tolerated. Staff members initiating violence will be subject to immediate termination. In the event of a student or parent initiating violent behavior, the staff member is to immediately report the incident to both the District Coordinator and the school administration and SES coordinator so that appropriate action can be taken to ensure the staff member's safety. For on-site programs, the Lead Instructor maintains a first aid kit available during tutorial sessions. If a child needs minor aid such as a band-aid or an ice pack they are 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. Our personnel do not dispense medications to children without parent approval. In the case of inhalers and such, personnel will not release the medications to the student unless the information is documented on the medical release form. Our instructors are expected to conduct tutoring sessions in a professional manner in alignment with our code of ethics. Instructors are expected to provide the utmost care and patience with each student. Instructors are expected to plan and implement an appropriated course of study for the student. Instructors must conduct themselves in a professional manner when representing our company in provider fairs, schools, or any business related activity. At NO time is the use or possession of illegal drugs or alcohol permitted by student or staff. Failure to abide by this rule will result in immediate disciplinary action, and in the event of staff, dismissal. Instructors are drug tested in accordance with the county's requirements.

- Describe a process to intervene if problems are identified

We will follow the child abuse reporting policy and procedure for the state of Florida. There is a reporting child abuse telephone and fax number that will be utilized once an issue arises. During in-home tutorial sessions, the parent (s)/guardian(s) will be responsible for their child's safety and decisions regarding medical care. Students will be required to conduct themselves in the same manner expected on their school campus. In case of an emergency, instructors will contact parents immediately. Parents must provide an alternate number in case we are unable to make contact with them. Instructors will also advise the school of any issues related to our program in a timely fashion. If the situation requires emergency medical attention, instructor will immediately contact 911. The local district coordinator will be informed by instructor regarding any emergency situation. In 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 procedure 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. We will provide services in

accordance with School Board policy and all applicable civil rights laws, IDEA and the META, Inc. Consent Degree, and per the criteria established by the State regarding the approval of SES providers. We will comply with the Civil Rights Act of 1964 Title IX of the education Amendments of 1974, and Section 504 of the Rehabilitation Act of 1973. We will provide evidence of Level 2 fingerprints and background checks, for all staff implementing SES, by the MCSB's Human Resource Department prior to tutoring start date. We agree to the release of liability. The LEA site is not responsible for loss or damages of Provider owned equipment, materials and supplies stored on school grounds. We agree to submit the names of individuals who will market on their behalf to the LEA. We will submit to LEA samples of marketing material including brochures, newspaper advertisements, scripts by recruiters, video tapes, TV ads, etc at least two weeks in advance of their usages. We are responsible for adhering to program components indicating services for Exceptional Student Education (ESE) and/or Limited English Proficiency (LEP) students if marketed as such.

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The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 13th day of July, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: A A PIE (All About Partners in Education) LLC
Contact Address: 5373 Riverdale Road
City, Zip, State: College Park, Ga 30349

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. **DISTRICT OBLIGATIONS**

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

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

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

   PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT.

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly ☐	Monthly ☑
To the school	Weekly ☐	Monthly ☑
To the DISTRICT	Monthly X	

Sessions per Week: 2-4 # Sessions per Month: 8-16

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

Online ☐ One-on-One ☑

Small Group ☑ Maximum number of students per tutor 24

Time/Day of Sessions:
After school, weekends

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $45.00 per hr not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Jocelyn Marbury / Director / Jocelyn Marbury / 7/13/2010
Provider Authorized Representative: Name / Title / Signature / Date

A A PIE (All About Partners in Education) LLC
Name of Supplemental Educational Service Provider:

5373 Riverdale Road
Address

College Park, Ga 30349
City / State / Zip Code

252-392-0077 26-2636692
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

Initials

Karen C. Handel
Secretary Of State

Articles Of Amendment

To Articles of Organization

Article One

The Name Of The Limited Liability Company Is:

ALL ABOUT PARTNERS IN EDUCATION, LLC

Article Two

The Date The Articles Of Organization Were Filed Was:

MAY 7, 2008

Article Three

The Limited Liability Company Hereby Adopts The Following Amendment To Change The Name Of The Organization. The New Name Of The Organization Is:

A A PIE(All About Partners in Education. LLC)

IN WITNESS WHEREOF, the undersigned has executed these Articles Of Amendment

On 2/15/2018
(Date)

Karen Hamilton - Member
(Signature And Capacity in which signing)

Form CD 110

SECRETARY OF STATE
CORPORATIONS DIVISION
2018 FEB 15 PM 2:29

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JN
AAPIE-1

DATE (MM/DD/YYYY)
07/15/10

PRODUCER

Intermarket Insurance Agcy Inc
205 E Main Street, Suite 3-4
Huntington NY 11743
Phone: 631-421-2424 Fax: 631-421-2004

INSURED

A A Pie (All About Partners in
5373 Riverdale Road
College Park GA 30349

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Markel Insurance Company	
INSURER B: The Hartford Insurance Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	3602CC341744-0	06/29/10	06/29/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 100000 $ 5000 $ 1000000 $ 3000000 $ 1000000
A		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	3602CC341744-0	06/29/10	06/29/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	12WECZY1368	06/29/10	06/29/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500000 $ 500000 $ 500000
A		OTHER Prof Liability	3602CC341744-0	06/29/10	06/29/11	Act/Agg	$1Mil/$3Mil
A		Abuse/Molestation	3602CC341744-0	06/29/10	06/29/11	PP/Agg	$1Mil/$1Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agens is listed as additional insured as required by written contract.

CERTIFICATE HOLDER

The School Board of Gadsden County, Florida
35 Martin Luther King, Jr. Blvd.
Quincy, Florida 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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Accident/Incident Reporting

A A PIE agrees to submit a written accident report to the LEA within five (5) days of an accident or incident when a pupil has suffered injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. A A PIE shall further be obligated to report an accident or incident to appropriate authorities with a copy to the District when it is notified or otherwise becomes aware of circumstances including, but not limited to: all allegations of molestation, child abuse, or missing children under A A PIE's supervision.

A A PIE further agrees to notify the District immediately of any information that may be detrimental to the health or safety of any students or that may inhibit A A PIE's performance of this Contract.

RECEIVED JUL 21 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 12th day of July, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: 2-Excel Learning LLC.
Contact Address: 6791 NW 34 St.
City, Zip, State: Margate, FL 33063

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

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

D. PROHIBITION OF DEFAMING DISTRICT

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

E. EQUAL OPPORTUNITY

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

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

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

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

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

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

II. CODE OF ETHICS

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

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

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

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

2. CHILD ABUSE REPORTING

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

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

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

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

IX. INDEPENDENT CONTRACTOR

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

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

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

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

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

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

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

Frequent monitoring through informal or formal assessments.

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

To parents	Weekly □	Monthly X
To the school	Weekly □	Monthly X
To the DISTRICT	Monthly **X**	

Sessions per Week: MAX 3 # Sessions per Month: MAX 12

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

Online X □ One-on-One □

Small Group X Maximum number of students per tutor 1:10

Time/Day of Sessions:
M-S AT SCHOOL SITE - AFTER OR BEFORE SCHOOL WEEKENDS OR
ON-LINE - AFTER OR BEFORE SCHOOL OR WEEKENDS

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

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

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 67.00 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

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

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

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

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

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

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

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

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

ADAM COHN / MANAGER / [signature] 7/12/10
Provider Authorized Representative: Name / Title / Signature / Date

2-EXCEL LEARNING LLC.
Name of Supplemental Educational Service Provider:

6791 NW 34 ST.
Address

MARGATE, FL. 33063
City / State / Zip Code

800-403-6142 / 26-4823549
Phone Number / Tax Identification Number:

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

MIKE OOM / AREA MANAGER — 1706 SEMALACHEE RD.
Name / Title — Address

850-519-6863 — TALLAHASSEE, FL. 32301
Date / Phone Number — City / State / Zip code

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID CS

DATE (MM/DD/YYYY) 07/09/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

International Insurance Center
7990 SW 117 Ave Suite 209
Miami FL 33183-3845
Phone:305-279-5446 Fax:305-279-4045

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 2EXCE-1

INSURED

2 Excel Learning LLC
516 San Lorenzo Avenue
Coral Gables FL 33146

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters at Lloyds	15792
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC	X		MPL110453910	07/21/10	07/21/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Incidental
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	PROFESSIONAL LIABILITY			MPL110453910 (CLAIMS-MADE)	07/21/10	07/21/11	EACH CLAI AGGREGATE	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
TUTORING SERVICES. BLANKET ADDITIONAL INSUREDS, WAIVERS OF SUBROGATION, & SEXUAL MISCONDUCT SUB-LIMIT OF $100,000 EACH CLAIM/$300,000 AGGREGATE
30-DAY PRIOR NOTICE OF CANCELLATION - 10 DAYS FOR NON-PAYMENT OF PREMIUM
Add'l. Insd. appl. to General Liability: THE SCHOOL BOARD OF GADSDEN CTY,FL, INCL. ALL CURRENT,FORMER,FUTURE BOARD MEMBS, EMPS. OFFS. VOLS. & AGENTS

CERTIFICATE HOLDER

THE SCHOOL BOARD OF GADSDEN COUNTY, FLORIDA
35 MARTIN LUTHER KING JR BLVD
QUINCY FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2010

PRODUCER (561)865-7889 FAX: (954)697-8551
Royal Palm Agency Inc.
777 East Atlantic Avenue
Suite C2, #371
Delray Beach FL 33483

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
2-Excel Learning
6791 NW 34th Street

Margate FL 33063

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: CastlePoint Florida Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS					
		HIRED AUTOS				BODILY INJURY (Per accident)	$
		NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N				WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	WEB0136815	7/13/2010	7/13/2011	E.L. EACH ACCIDENT	$ 100,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 100,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

PROOF OF INSURANCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
A TeStrake/ALISON Alison TeStrake

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2 EXCEL
LEARNING

6/30/2010

To whom it may concern:

2 Excel Learning LLC will not be transporting students for the Supplemental Education Program in 2010/2011 school year and as a result will not need to purchase Auto Liability insurance.

Sincerely,

Adam Cohn
Manager
2 Excel Learning LLC

516 San Lorenzo Avenue, Coral Gables, FL 33146
Phone: 800.403.6142 • info@2excellearning.com • www.2excellearning.com

RECEIVED JUL 21 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 12th day of July, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Sylvan Learning of Leon & Pasco
Contact Address: 2811 Capital Circle NE
City, Zip, State: Tallahassee, FL 32308

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

RECITALS

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

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

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

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

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

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

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

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

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2009-2010 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. **ACCIDENT/INCIDENT REPORT**
   PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. **CHILD ABUSE REPORTING**
   PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

   PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents	Weekly □	Monthly X
To the school	Weekly □	Monthly X
To the DISTRICT	Monthly **X**	

Sessions per Week: 2 # Sessions per Month: 8-10 depending upon the month

Type of Service: *Check and complete all that apply.*

Online □ One-on-One □

Small Group X Maximum number of students per tutor 3

Time/Day of Sessions:

Location of Sessions: *Check all that apply.*

□ School campus X 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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $54.00 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS
PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010**.

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Deane M. Redinger, President 7/12/10
Provider Authorized Representative: Name / Title / Signature / Date

Sylvan Learning of Leon & Pasco
Name of Supplemental Educational Service Provider:

2811 Capital Circle NE
Address

Tallahassee FL 32308
City / State / Zip Code

850-385-8696 59-2728267
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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

RRS U022 | DATE 07-12-2010

PRODUCER

ARTHUR J GALLAGHER RISK MGMT/PHS
382464 P:(866)467-8730 F:(877)905-0457
PO BOX 33015
SAN ANTONIO TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

FLORIDA LEARNING CENTERS INC D/B/A
SYLVAN LEARNING CENTER
2811 CAPITAL CIR NE STE 3
TALLAHASSEE FL 32308

INSURER A: Hartford Casualty Ins Co
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [ ] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	38 SBM UG6805	07/01/10	07/01/11	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	38 SBM UG6805	07/01/10	07/01/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Those usual to the Insured's Operations. Certificate holder is an Additional Insured per the Business Liability Coverage Form SS0008, attached to this

CERTIFICATE HOLDER [X] ADDITIONAL INSURED; INSURER LETTER: A

School Board of Gadsden County
35 MARTIN LUTHER KING JR BLVD
QUINCY, FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE (10 DAYS FOR NON-PAYMENT) TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

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RECEIVED JUL 21 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 13th day of July 2010, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: A Stepping Stone to Excellence, LLC
Contact Address: 327 Office Plaza Dr. Ste. 209
City, Zip, State: Tallahassee, FL 32301

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2009-2010 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, 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

Initials RW

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Initials _____

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

Initials RW

To parents	Weekly ☐	Monthly ☐
To the school	Weekly ☐	Monthly ☐
To the DISTRICT	Monthly **X**	

Sessions per Week: 2-3 # Sessions per Month: 8-12

Type of Service: *Check and complete all that apply.*

Online ☐ One-on-One ☑

Small Group ☑ Maximum number of students per tutor 10

Time/Day of Sessions:
3-5 Monday, Tuesday, Wednesday, Thurs./Saturday 10-12

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of 61.75 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS
PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Robert Wilson Director 7-14-10
Provider Authorized Representative: Name / Title / Signature / Date

A Stepping Stone To Excellence, LLC
Name of Supplemental Educational Service Provider:

327 office Plaza Drive Suite 209
Address

Tallahassee, FL 32301
City / State / Zip Code

850-877-0758 450587958
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

CERTIFICATE OF LIABILITY INSURANCE

OP ID WHMI

DATE (MM/DD/YYYY) 07/01/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marks Insurance Agency, Inc.
Tallahassee Office
2344 Hansen Ln. Unit #2
Tallahassee FL 32301
Phone:850-668-6162 Fax:850-668-6180

CONTACT NAME:
PHONE (A/C, No, Ext): 850-877-0758 **FAX (A/C, No):** 850-877-2051
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: ASTELL1

INSURED
A Stepping Stone to Excellence LLC
1797 Dax Ct
Tallahassee FL 32308

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Penn America Insurance Co.	
INSURER B:	First Comp.	
INSURER C:	Auto-Owners Inc.	10190
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC	X		PAC6844979	10/01/09	10/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ included
C C C	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			4815736400	10/01/09	10/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		FCD0011361-02	07/21/10	07/21/11	WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
A	Professional Liab			PAC6844979	10/01/09	10/01/10	Each Clai Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The following is listed as an additional insured: The School Board of Gadsen County Florida including all current, former, and future Board Members, employees, volunteers, and agents.

CERTIFICATE HOLDER

SCHOO-6

The School Board of Gadsen Co
unty Florida
35 Martin Luther King JR Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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327 Office Plaza Dr. Suite 209
Tallahassee, Florida 32301

866-934-9966 Toll Free
850-877-2051 Fax

Accident/Incident Reporting Procedures

During tutor orientation and training we will cover accident/incident and child abuse reporting procedures.

Our policy is as follows:

Accident/Incident Report

This form is to be filled out for all injuries, no matter how minor. This form is also used to report incidents such as, but not limited to, fighting, insubordination, inappropriate behavior etc. Site coordinator will immediately contact law enforcement or emergency personnel if needed. Once this form has been completed it must be submitted to the Site coordinator within two hours. The site coordinator must submit this document to Home Office within 8 hours of receipt for review. Home Office will forward the document to the District via fax and mail within 24 hours of incident.

Child Abuse Reporting Form

This form is to be filled out whenever child abuse or neglect is suspected. In addition to submitting this form, you must also call 1-800-96-ABUSE immediately. Once this form has been completed it must be submitted to the Site coordinator within two hours. The site coordinator must submit this document to Home Office within 8 hours of receipt for review. Home Office will forward the document to the District via fax and mail within 24 hours of incident.

ARTICLES OF ORGANIZATION FOR FLORIDA LIMITED LIABILITY COMPANY

ARTICLE I - Name:
The name of the Limited Liability Company is:

A Stepping Stone To Excellence, LLC.
(Must end with the words "Limited Liability Company, "L.L.C.," or "LLC.")

ARTICLE II - Address:
The mailing address and street address of the principal office of the Limited Liability Company is:

Principal Office Address:

1797 Dax Court
Tallahassee, Florida 32308

Mailing Address:

P.O. Box 3071
Tallahassee, Florida 32315

ARTICLE III - Registered Agent, Registered Office, & Registered Agent's Signature:
(The Limited Liability Company cannot serve as its own Registered Agent. You must designate an individual or another business entity with an active Florida registration.)

The name and the Florida street address of the registered agent are:

Robert Wilson
Name

1797 Dax Court
Florida street address (P.O. Box **NOT** acceptable)

Tallahassee, 32308 FL
City, State, and Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S..

Registered Agent's Signature (REQUIRED)

FILED
08 FEB -7 PM 12:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(CONTINUED)
Page 1 of 2

ARTICLE IV- Manager(s) or Managing Member(s):
The name and address of each Manager or Managing Member is as follows:

Title: "MGR" = Manager "MGRM" = Managing Member	**Name and Address:**
MGRM	Tiffany Williams-Wilson 1797 Dax Court Tallahassee, Florida 32308
MGRM	Derrick Farmer 1668 Rodeo Dr Tallahassee, Florida 32311
MGRM	Geraldine Roberson 446 Parrot Lane Greenville, Florida 32331
MGRM	Ulysses Roberson 446 Parrot Lane Greenville, Florida 32331

(Use attachment if necessary)

ARTICLE V: Effective date, if other than the date of filing: _____. (OPTIONAL)
(If an effective date is listed, the date must be specific and cannot be more than five business days prior to or 90 days after the date of filing.)

REQUIRED SIGNATURE:

Signature of a member or an authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Tiffany Williams-Wilson
Typed or printed name of signee

Filing Fees:

$125.00 Filing Fee for Articles of Organization and Designation of Registered Agent
$ 30.00 Certified Copy (Optional)
$ 5.00 Certificate of Status (Optional)

FILED
08 FEB -7 PM 12:06
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Page 2 of 2

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

A Stepping Stone to Excellence LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on 2/07/08 and assigned Florida document number L08000013670.

FILED
09 JAN 26 PM 1:14
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

(Enter Florida street address)

, **Florida**
(City) *(Zip Code)*

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

(If Changing Registered Agent, Signature of New Registered Agent)

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager
MGRM = Managing Member

Title	Name	Address	Type of Action
MGRM	Derrick Farmer	1668 Rocky Drive Tallahassee, FL 32311	☐ Add ☒ Remove
MGRM	Geraldine Roberson	446 Parrot Lane Greenville, FL 32331	☐ Add ☒ Remove
MGRM	Ulysseas Roberson	446 Parrot Lane Greenville, FL 32331	☐ Add ☒ Remove
			☐ Add ☐ Remove
			☐ Add ☐ Remove
			☐ Add ☐ Remove

FILED
09 JAN 26 PM 1:11
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

Dated 1-26, 2009.

Signature of a member or authorized representative of a member

Robert L. Wilson
Typed or printed name of signee

Page 2 of 2

Filing Fee: $25.00

RECEIVED JUL 29 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: HAMILTON AND HARRIS EDUCATIONAL CONSULTING GROUP
Contact Address: 2622 OZELLA PLACE
City, Zip, State: ATLANTA, GA 30331

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2009-2010 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, 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

Initials MK

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents	Weekly □	Monthly □
To the school	Weekly □	Monthly □
To the DISTRICT	Monthly **X**	

Sessions per Week: 2 # Sessions per Month: 8

Type of Service: *Check and complete all that apply.*

Online □ One-on-One ☒

Small Group ☒ Maximum number of students per tutor 5

Time/Day of Sessions: MON-SAT - AFTER SCHOOL OR SAT 9:00AM-12:00AM

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $60 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

THE SCHOOL BOARD OF GADSEN COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Melinda Hamilton, President/CEO 7/12/10
Provider Authorized Representative: Name / Title / Signature / Date

Hamilton and Harris Educational Consulting Group
Name of Supplemental Educational Service Provider:

2622 Ozella Place
Address

Atlanta, GA 30331
City / State / Zip Code

770-675-6214 263763529
Phone Number / Tax Identification Number:

Authorized name, contact number and address for sending notice and information if different from above:

Melinda Garner-Hamilton 2622 Ozella Pl ATL, GA
Name / Title President/CEO Address

770 675-6214/7706732236 Atlanta GA 30331
Date / Phone Number City / State / Zip code

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/09/2010

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
WALTER BLACKMON INSURANCE AENCY 2945 STONE HOGAN ROAD CONNECTOR SUITE 215 PHONE (404) 284-5544 ATLANTA GA 30331	INSURERS AFFORDING COVERAGE	NAIC #
INSURED HAMILTON & HARRIS EDUCATIONAL GROUP, LLC 2622 OZELLA PLACE SW ATLANTA GA 30331	INSURER A: MOUNT VERNON FIRE INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	☑	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	011963	06/30/2010	06/30/2011	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
	☐	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
	☐	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
	☐	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				☐ W/C STATU-TORY LIMITS ☐ OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER PROFESSIONAL LIABILITY	011963	06/30/2010	06/30/2011	$1,000,000 OCCURRENCE $2,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

TUTORING AND PROFESSIONAL SERVICES

CERTIFICATE HOLDER	CANCELLATION
SCHOOL BOARD OF GADSDEN 35 MARTIN LUTHER KING JR BLVD QUINCY FL 32351	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Dan Dahl

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/12/2010

PRODUCER
WALTER BLACKMON INSURANCE AENCY
2945 STONE HOGAN ROAD CONNECTOR
SUITE 215 PHONE (404) 284-5544
ATLANTA GA 30331

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
HAMILTON & HARRIS EDUCATIONAL GROUP, LLC
2622 OZELLA PLACE SW
ATLANTA GA 30331

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACCIDENT INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	☐	GENERAL LIABILITY					
		☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ CLAIMS MADE ☐ OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		☐ POLICY ☐ PROJECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
	☐	AUTOMOBILE LIABILITY					
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		☐ NON-OWNED AUTOS					
	☐	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
	☐	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	BINDER 011963	07/12/2010	07/10/2011	☐ WC STATU-TORY LIMITS ☑ OTH-ER	$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y				E.L. EACH ACCIDENT	$ 1,000,000
		(Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
		OTHER				E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

LEARNING CENTER

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
MELINDA TANNER-HAMILTON

Business name, if different from above
HAMILTON AND HARRIS EDUCATIONAL CONSULTING GROUP, LLC

Check appropriate box: ☐ Individual/Sole proprietor ☒ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ►
☐ Other (see instructions) ►

☐ Exempt payee

Address (number, street, and apt. or suite no.)
2622 OZELLA PLACE

Requester's name and address (optional)

City, state, and ZIP code
ATLANTA, GA 30331

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number
263763529

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ► Melinda Hamilton Date ► 6/15/10

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

RECEIVED JUL 29 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this 5th day of August, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Who Got Game
Contact Address: 941 SE Forrest Park Drive
City, Zip, State: Stuart, FL 34994

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP).** NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2009-2010 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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*.

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents	Weekly ☐	Monthly ☑
To the school	Weekly ☐	Monthly ☑
To the DISTRICT	Monthly X	

Sessions per Week: 4 # Sessions per Month: 16

Type of Service: *Check and complete all that apply.*

Online ☐ One-on-One ☐

Small Group ☐ Maximum number of students per tutor 6

Time/Day of Sessions:
After school / Mon., Tues., Wed., Thurs.

Location of Sessions: *Check all that apply.*

- ☑ School campus
- ☑ Community-based center
- ☐ Child Care Center
- ☐ Student's home with tutor present
- ☐ Provider facility
- ☐ Student's home (on-line or computer-based)
- ☑ Public site such as public library
- ☑ Faith-based center

Such services shall include all of the accommodations stated in the student's IEP, LEP Plan, and 504 Plan if applicable.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $55/hr not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES

PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS

PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING

PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS

PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

THE SCHOOL BOARD OF _____ COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Kimberly Grant / Director, Tutoring / Kimberly Grant / 7/28/10
Provider Authorized Representative: Name / Title / Signature / Date

Who Got Game
Name of Supplemental Educational Service Provider:

412 Westwood Drive
Address

Tallahassee, FL 32304
City / State / Zip Code

(850) 590-6844 / 04-3695465
Phone Number / Tax Identification Number:

Authorized name, contact number and address for sending notice and information if different from above:

Kraig McHardy / CEO 941 SE Forrest Park Drive
Name / Title Address

7/28/10 / (772) 201-2238 Stuart, FL 34994
Date / Phone Number City / State / Zip code

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID VI WHOGO-1

DATE (MM/DD/YYYY) 07/20/10

PRODUCER

Intermarket Insurance Agcy Inc
205 E Main Street, Suite 3-4
Huntington NY 11743
Phone: 631-421-2424 Fax:631-421-2004

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED

Who Got Game
941 South East Forrest Park Dr
Stuart FL 34994

INSURER A:	Markel Insurance Company	
INSURER B:	The Hartford Insurance Company	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	3602CC341758-0	10/14/10	10/14/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	3602CC341758-0	10/14/10	10/14/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	12WECZY7897	10/14/10	10/14/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500000 $ 500000 $ 500000
A		OTHER Prof Liability	3602CC341758-0	10/14/10	10/14/11	Act/Agg	$1Mil/$2Mil
A		Abuse/Molestation	3602CC341758-0	10/14/10	10/14/11	PP/Agg	$1Mil/$1Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is included as Additional Insured, as required by written contract or agreement.

CERTIFICATE HOLDER

GADSDEN

Gadsden County
35 Martin Luther King Jr. Blvd
Quincy FL 32351

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)
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941 South East Forrest Park Drive
Stuart, FL 32994
Office: 772-201-2238 Fax: 772-781-2608

Who Got Game SES Program
Accident/Incident Reporting Instructions

In the event of an accident or incident as it relates to Who Got Game SES Program, the following steps shall be instituted immediately.

- Assure child or staff is safe and secure
- Notify the SES Site Director immediately
- Complete accident/incident reporting form and return to SES Site Director

It is the responsibility of the Site Director to follow up and make a formal report to the appropriate school designee and SES Provider Manager.

BYLAWS
of the

WHO GOT GAME, INC.

ARTICLE I

Section 1.01. Name. The name of the organization is **WHO GOT GAME INC, INC.**

Section 1.02. Purpose. The Corporation is organized for the charitable and educational purposes of youth and childhood obesity.

ARTICLE II
MEMBERSHIP

Section 2.01. Classes. Membership shall consist only of the members of the board of directors.

ARTICLE III
MEMBERS

Section 3.01. Powers and Number. The Board of Directors shall have the general power to control and manage the affairs and property of the Corporation in accordance with the purposes and limitations set forth in the Articles of Incorporation, and in Article 1. The number of directors constituting the entire Board shall consist of no more than fifteen directors and no fewer than five directors

Section 3.02. Election and Term of Office. The directors shall be elected to hold office for two-year terms; provided, however, that an alternate director elected to fill an unexpired term (whether resulting from the death, resignation or removal of a director) shall hold office until the next election of directors. Directors shall be elected at the annual meeting of the Board of Directors by a vote of a majority of the entire Board. Each director so elected shall continue in office until his or her death, resignation or removal. Directors may be re-elected to any number of consecutive terms, but re-election shall only be upon a showing that each director has met the duties and responsibilities for directors in an exemplary manner.

Section 3.03 Nominations. The Board of Directors shall consider potential nominees each year proposed by members of the Board, the Corporation's staff, and the members of the Corporation in good standing. The Board of Directors may elect or re-elect some, all, or none of the nominees at the annual meeting of the Board.

Section 3.04. Alternate Board Members. At the annual meeting, the Board of Directors may appoint a minimum of two and a maximum of five nominees to be "alternate members" of the Board of Directors. Alternate board members are subject to the same eligibility requirements as directors. Upon the death, resignation or removal of a director, the Board of Directors shall appoint an alternate director to fill the unexpired term until the expiration of that term.

Section 3.05 Removal. The CEO/President and Founder Kraig McHardy can never be removed at any time and will always remain in his position with the company until his resignation or death but any director may be removed at any time for cause by a vote of two thirds of the entire Board at any regular meeting, or at any special meeting of the Board called for that purpose, provided that at least one week's notice of the proposed action shall have been given to the entire Board of Directors then in office.

Section 3.06. Resignation. Any director may resign from the Board at any time. Such resignation shall be made in writing or orally to the President or the entire Board, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President and/or Board. No resignation shall discharge any accrued obligation or duty of a director. The CEO Kraig McHardy can only resign willingly on his terms and conditions.

Section 3.07. Vacancies and Newly Created Directorships. Any newly created directorships and any vacancies on the Board of Directors arising at any time and from any cause may be filled by an alternate director or similarly qualified person at any meeting of the Board of Directors by a vote of the majority of the directors then in office, regardless of their number, and the directors so elected shall serve until the next annual meeting.

Section 3.08. Meetings. Meetings of the Board of Directors may be held at any place within the United States as the Board may from time to time fix, or as shall be specified in the notice or waivers of notice thereof. The annual meeting of the Board shall be held at a time and place fixed by the Board and for this meeting only, a director must be present to vote. Special meetings of the Board shall be held whenever called by the President or by a majority of the Board of Directors.

Section 3.09. Notice of Meetings. Notice of the time and place of each regular, special or annual meeting of the Board, together with a written agenda stating all matters upon which action is proposed to be taken shall be sent by email, facsimile or postal mail to each director at his or her residence or usual place of business (or at such other address as he or she designates), at least seven days before the day on which the meeting is to be held; provided, however, that notice of special meetings to discuss matters requiring prompt action may be given personally or by telephone, no less than forty-eight hours before the time at which such meeting is to be held.

Section 3.10. Definition of "Meeting." Directors of the Corporation live and work in different states. Physically gathering at the same location at the same time can be difficult. Thus, a meeting is defined as any tele-conference or physical gathering of directors, or combination thereof, of which proper notification (as defined above) has been provided, and in which the President plus at least 50% of the rest of the entire Board participate.

Section 3.11. Quorum and Voting. Unless greater proportion is required by law, 50% of the entire Board shall constitute a quorum for the transaction of regular business or of any specified item of business, other than the removal of a director or employee of the Corporation. The Board shall attempt to resolve questions by consensus. Where a vote is required, only directors participating by telephone or in person may vote. Votes will be done by ballot certify in writing to the results and the certified copy shall be physically affixed in the minute book to the minutes of that meeting. The board will never be allowed to vote current CEO Kraig Collier McHardy out of his position on the board and in the company.

ARTICLE IV
AUTHORITY AND DUTIES OF DIRECTORS

Section 4.01. Duties and Responsibilities of Directors. Directors shall be responsible for promoting the purposes of the Corporation set forth in Article 1. Directors shall assist in raising funds for the Corporation, and shall also be actively involved in fulfilling such duties and responsibilities as are determined from time by a majority vote of the Board of Directors.

Section 4.02. President. The President shall preside at all membership meetings. He shall by virtue of his office be Chairman of the Board of Directors. He shall present at each annual meeting of the organization an annual report of the work of the organization. He shall appoint all committees, temporary or permanent. He shall see all books, reports and certificates required by law are properly kept or filed. He shall be one of the officers who may sign the checks or drafts of the organization. He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

Section 4.03. Vice-President. The Vice-President shall be a director of the Corporation and will preside at meetings of the Board of Directors in the absence of or request of the President. The Vice-President shall perform other duties as requested and assigned by the President, subject to the control of the Board of Directors.

Section 4.05. Secretary. The secretary shall be responsible for keeping records of Board actions, including overseeing the taking of minutes at all board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each Board members, and assuring that corporate records are maintained.

Section 4.06. Treasurer. The Treasurer shall at all reasonable times exhibit the books and accounts to any officer or director of the Corporation, and shall perform all such other duties as the Board may from time to time prescribe. At the annual meeting of the Board of Directors, the Treasurer or staff so designated by the board shall present a report showing in appropriate detail: (1) the assets and liabilities of the Corporation as of a twelve month fiscal period terminating not more than six months prior to the meeting; (2) the principal changes in assets and liabilities during that fiscal period; and (3) the revenues or receipts of the Corporation, both general and restricted to particular purposes, the Corporation, for that fiscal period; and (4) the expenses or disbursements of the Corporation, for both general and restricted purposes, during said fiscal period. The report shall be filed with the minutes of the annual meeting of the Board. The Treasurer shall chair the finance committee, assist in the preparation of the budget, help develop fundraising plans, and make financial information available to Board members and the public. The Treasurer shall oversee all of the funds of the Corporation, and shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation.

Section 4.07. Committees. The Board may create committees as needed, such as fundraising, housing, etc. The Board Chair appoints all committee chairs and their term of office shall be for a period of one year or less if sooner terminated by the action of the Board of Directors.

Section 4.07 Compensation. No Directors shall for reason of his office be entitled to receive any salary or compensation but nothing herein shall be construed to prevent an officer or director for receiving any compensation from the organization for duties other than as a director or officer. Some members of the board who carry out and perform other duties not related to their board position may be paid for those services. CEO/Founder Kraig McHardy will have access to corporate housing as well as a company vehicle to be used for business and personal use

ARTICLE VI
CONFLICT OF INTEREST

Any member of the board who has a financial, personal, or official interest in, or conflict (or appearance of a conflict) with any matter pending before the Board, of such nature that it prevents or may prevent that member from acting on the matter in an impartial manner, will offer to the Board to voluntarily excuse him/herself and will vacate his seat and refrain from discussion and voting on said item.

ARTICLE V
INDEMNIFICATION

Every member of the Board of Directors, officer or employee of the Corporation may be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon such members of the Board, officer or employee in connection with any threatened, pending, or completed action, suit or proceeding to which she/he may become involved by reason of her/his being or having been a member of the Board, officer, or employee of the corporation, or any settlement thereof, unless adjudged therein to be liable for negligence or misconduct in the performance of her/his duties. Provided, however, that in the event of a settlement the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition and not exclusive of all other rights which such member of the Board, officer or employee is entitled.

ARTICLE VII
FINANCIAL ADMINISTRATION

Section 7.01. Fiscal School Year. The fiscal year of the Corporation shall be August 1 - May 31 but may be changed by resolution of the Board of Directors.

Section 7.02. Checks, Drafts, Etc. All checks, orders for the payment of money, bills of lading, warehouse receipts, obligations, bills of exchange, and insurance certificates shall be signed or endorsed by such officer or officers or agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors or of any committee to which such authority has been delegated by the Board.

Section 7.03. Deposits and Accounts. All funds of the Corporation, not otherwise employed, shall be deposited from time to time in general or special accounts in such banks, trust companies, or other depositories as the Board of Directors or any committee to which such authority has been delegated by the Board may select, or as may be selected by the President or by any other officer or officers or agent or agents of the Corporation, to whom such power may from time to time be delegated by the Board. For the purpose of deposit and for the purpose of collection for that account of the Corporation, checks, drafts, and other orders of the Corporation may be endorsed, assigned, and delivered on behalf of the Corporation by any officer or agent of the Corporation.

Section 7.04. Investments. Kraig Mchardy will control 100 percent ownership of the stock and has the right to sell and distribute stock at his discretion but will always retain 51% of the stock and controlling interest of the corporation. The funds of the Corporation may be retained in whole or in part in cash or be invested and reinvested on occasion in such property, real, personal, or otherwise, or stock, bonds, or other securities, as the Board of Directors in its sole discretion may deem desirable, without regard to the limitations, if any, now imposed or which may hereafter be imposed by law regarding such investments, and which are permitted to organizations exempt from Federal income taxation under Section 501(c)(3) of the Internal Revenue Code.

Section 7.05 Certificates for Shares. The board of directors shall determine whether shares of the corporation shall be uncertificated or certificated . . .

Section 7.06 Transfer of Shares; Ownership of Shares. Transfers of shares of stock of the corporation shall be made only on the stock transfer books of the corporation, and only after the surrender to the corporation of the certificates representing such shares. Except as provided by Florida.

Section 7.07 Trademarks, Copyrights, Logos, Publications, Products, Services and Goods. Kraig McHardy has 100% ownership of all trademarks, copyrights, logos, publications, products and all services and goods carrying the Who Got Game name or logo.

Section 7.08 Lost Certificates. The corporation shall issue a new stock certificate in the place of any certificate previously issued if the holder of record of the certificate (a) makes proof in Affidavit form.

ARTICLE VIII
BOOKS AND RECORDS

Section 8.01 Documents. Correct books of account of the activities and transactions of the Corporation shall be kept at the office of the Corporation. These shall include a minute book, which shall contain a copy of the Certificate of Incorporation, a copy of these Bylaws, and all minutes of meetings of the Board of Directors.

Section 8.02 Corporate Seal. The board of directors shall provide for a corporate seal that shall be circular and gold with and embossed mark of the state of Florida.

ARTICLE IX
AMENDMENT OF BYLAWS

These Bylaws may be amended by a majority vote but Kraig McHardy must be a part of that majority vote of the Board of Directors, provided prior notice is given of the proposed amendment

RECEIVED AUG 03 2010

The School Board of Gadsden County Florida
Title 1 Supplemental Educational Services Contract

THIS SUPPLEMENTAL EDUCATIONAL SERVICE PROVIDER AGREEMENT ("Contract") is made and entered this _____ day of _____, between the School Board of Gadsden County Florida in Quincy, Florida (hereinafter referred to as the "**DISTRICT**,") and

Name of State-Approved SES Provider: Pour Penmanship Inc.
Contact Address: 13181 SW 45 Drive
City, Zip, State: Miramar, FL 33027

Supplemental Educational Service Provider (hereinafter referred to as the "PROVIDER") for the purpose of providing Supplemental Educational Services (SES) to eligible students.

RECITALS

WHEREAS, DISTRICT is authorized by state and federal law to enter into an agreement with the State-Approved Supplemental Educational Services PROVIDERS for the aforementioned purpose.

WHEREAS, PROVIDER is specially trained, experienced and competent to perform the SES required by DISTRICT, and such services are needed on a limited basis; and

WHEREAS, No Child Left Behind Act, 20 U.S.C. Section 6316(e) outlines the requirements for supplemental educational services; and

WHEREAS, PROVIDER has been approved by the State of Florida Department of Education as having 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/guardians 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

- **Eligible Students.** Students are eligible to receive SES if they are eligible for free or reduced price lunch and the school in which they are enrolled has been identified as in need of improvement for three or more consecutive years according to NCLB.
- **Student Learning Plan (SLP)**. NCLB requires each school district to enter into an agreement with the state-approved provider selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the provider. The plan must include a statement of specific achievement goals for the students, 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 parents and teacher will be regularly informed of the student's progress.

- **Parents/Guardianship**. For the purpose of this Contract, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

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 **July 1, 2011**.

2. DISTRICT OBLIGATIONS

The DISTRICT must:

A. NOTIFY PARENTS

Annually notify parents of eligible students (during years when it is required by NCLB to offer SES) before and after the start of the school year of the opportunity to obtain SES and provide them with a list of state-approved SES providers;

B. ASSIST PARENTS

Assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERS that are available to serve their child(ren);

C. STUDENT ENROLLMENT FORM

Provide sample Student Enrollment Form to PROVIDER. PROVIDER shall not complete the Student Enrollment Form. It is the PARENT'S sole responsibility to complete the Student Enrollment Form.

D. PRIORITIZE STUDENTS

Prioritize students if numbers exceed DISTRICT set aside funds providing services for the lowest achieving eligible students.

E. PROVIDE STUDENT CONTACT INFORMATION

Once a parent selects a PROVIDER for their child(ren) and after the contract with the DISTRICT is signed, the DISTRICT must notify the PROVIDER within ten (10) business days after the close of each enrollment period of the student's name, school, 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.

F. PAY PROVIDER

Agree to pay the PROVIDER for educational services provided in compliance with the PROVIDER'S state-approved application. Services beyond the supplemental educational services consistent with the state approved application, including, but not limited to, assessing students, development of Student Learning Plans, homework help, transportation and/or provision of facilities, will not be paid by DISTRICT. DISTRICT

will not pay more than the per pupil allocation amount as determined and published by the Florida Department of Education.

3. PROVIDER OBLIGATIONS AND PROHIBITIONS

The PROVIDER must:

A. ANNUAL MEETING

PROVIDER must attend the Annual Provider Meeting to discuss PROVIDER obligations if PROVIDER did not provide SES to students in DISTRICT in 2009-2010 or if PROVIDER did not attend the DISTRICT Technical Assistance meeting at the end of the 2009-2010 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 coordinator within seven (7) days of the Annual Provider Meeting.

B. INSURANCE

PROVIDER will obtain and maintain insurance. At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Gadsden 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 and having an A.M. BEST rating of at least B+ IX.

All policies (except Worker's Compensations and Employee Liability) shall provide the following endorsements:

1. The School Board of Gadsden County, Florida as an additional insured utilizing the following language: The School Board of Gadsden County Florida, including all current, former, and future Board members, employees, officers, volunteers, and agents.
2. A thirty (30) day notice to the DISTRICT for cancellation, non-renewal or major coverage change.

A waiver of subrogation should be included on the General Liability policy as well as the Worker's Compensation policy.

PROVIDER insurance requirements:

1. Commercial General Liability Coverage (Coverage shall include bodily injury, property damage, personal injury, contractual liability, sexual abuse and molestation coverage) Limits: $1,000,000.00
2. Worker Compensation Insurance (If a provider is entreating board premises for services, a waiver of subrogation must be provided.) Limits: $1,000,000.00
3. Auto Liability (if the provider is transporting students) Limits: $1,000,000.00 CSL (Combined Single Limit)
4. Error and Omissions (The provider agrees to continue insurance coverage for 24 months after cancellation/termination of this Agreement.) Limits: $1,000,000.00

C. PROHIBITION OF DISCLOSURE

PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent of such student.

D. PROHIBITION OF DEFAMING DISTRICT

PROVIDER must not defame the DISTRICT in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.

E. EQUAL OPPORTUNITY

PROVIDER shall not discriminate on the basis of race, color, religion, sex, age, national origin, marital status or qualified disability in its employment practices or operation of its programs.

F. MARKETING REQUIREMENTS

All marketing materials must be reviewed and approved by Audrey Lewis, Parent Services Coordinator prior to distribution. All marketing materials distributed to parents must include the following:

- "In order for your child to be eligible for free tutoring, your child must attend a Title I School in its second year of school improvement AND be eligible for Free or Reduced Price Lunch for the 2009-2010 school year."

In addition PROVIDER may list the eligible SES schools where PROVIDER will be providing SES.

Failure to comply with all marketing requirements will result in this contract becoming null and void.

G. PROVIDER EMPLOYEES

PROVIDER must ensure that all tutorial staff:

I. QUALIFICATIONS

Meet the minimum qualifications for Title I paraprofessionals, as specified in the PROVIDER application.

II. CODE OF ETHICS

All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERS may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.

Recruitment of students on behalf of PROVIDER by DISTRICT employees is strictly prohibited. DISTRICT employees shall not be offered incentives and/or bonuses for recruiting students for the PROVIDER.

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 the 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 employee already listed in the Vendor Clearance Database and existing DISTRICT employees will not need to be finger printed 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 Staff Development & Personnel, for verification of clearance.

PROVIDERS shall maintain a current list of all employees and e-mail the DISTRICT's Parent Services Coordinator if any changes are made to employee list.

VI. ID BADGES

All PROVIDER employees must wear 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 Parent Services Coordinator prior to allowing a tutor to provide tutoring to any student(s). The tutor must sign the Tutor Training Log verifying that he/she has been trained in the procedures listed below and has received the appropriate tutoring materials necessary to implement the PROVIDER'S SES program as documented on the PROVIDER'S state approved application. The Tutor Training Log must then be submitted to the DISTRICT so the DISTRICT can verify that the trained tutor has been cleared through a Level II Background Check. Upon such verification, the DISTRICT will then approve the tutor to begin tutoring. If a tutor begins tutoring prior to DISTRICT approval, the tutoring time will not be paid for by DISTRICT.

The PROVIDER must train the tutor in the administration of the PROVIDER'S SES program, DISTRICT SES procedures, and PROVIDER procedures. The training must also include, but shall not be limited to, the following:

1. ACCIDENT/INCIDENT REPORT

PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.

2. CHILD ABUSE REPORTING

PROVIDER assures DISTRICT that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under Florida law, including but not limited to, Florida Statutes 39.201. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. PROVIDER agrees that all staff members will abide by such laws in a timely manner.

PROVIDER shall submit immediately by facsimile and mail, within twenty-four (24) hours, an accident or incident report to appropriate authorities with a copy to the DISTRICT

when it becomes aware of circumstances including, but not limited to allegations of molestation, child abuse, or missing children under PROVIDER'S supervision.

VIII. EMPLOYEE BENEFITS

PROVIDER represents and warrants to DISTRICT that it will withhold income tax and social security tax for its employees and will maintain worker's compensation insurance for each employee.

PROVIDER understands that its employees will not participate in any employee benefit provided by the DISTRICT during hours of employment by PROVIDER.

IX. INDEPENDENT CONTRACTOR

The PROVIDER is, for all purposes arising under this Agreement, an independent contractor. The PROVIDER and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the DISTRICT. No officer, agent or employee of the PROVIDER or DISTRICT shall be deemed an officer, agent or employee of the other party. Neither the PROVIDER nor the DISTRICT nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers' compensation benefits, injury leave, or other leave benefits.

H. STUDENT LEARNING PLAN (SLP)

A Student Learning Plan (SLP) shall be developed by PROVIDER in consultation with parents/guardians and DISTRICT for each eligible student whose parent/guardian elects to receive SES from PROVIDER. This SLP must be based on academic performance data and/or a thorough assessment conducted by the state-approved SES PROVIDER. PROVIDER must clearly state the levels of the student prior to the start of SES. The goals set forth in the SLP must address specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and be consistent with the student's Individual Education Plan (if applicable). PROVIDER shall submit no more than three (3) goals on each student's SLP. PROVIDERS must frequently monitor student's progress and make students aware of their progress. The SLP must state the number of sessions to be provided to the student. The SLP shall also contain the description of how the parent and student's teacher will be regularly informed of the student's progress. The SLP must be signed by the parent, the PROVIDER, and the DISTRICT before tutoring services may begin.

Changes in any student's SLP may only be made with the written consent of DISTRICT in consultation with parents/guardians. 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.

Parents/guardians 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.

I. 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. 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 without prior approval. 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 least 30 days prior to intended use of facility: the completed Rental of Facilities Agreement, a check for the total amount due made payable to The School Board of Gadsden County, and a separate check made payable to the school for the damage deposit. All Rental of Facilities Agreements and checks should be turned in to the **Director of Facilities**. If PROVIDER does not submit the completed form and payment 30 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 the PROVIDER is permitted to use a DISTRICT school, the PROVIDER must inform the principal or his/her designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.

J. 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.*

PROVIDER agrees to provide access to and copies of student records to DISTRICT and/or the parents/guardians 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 attendance sheet for each student. The student's attendance 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 Student Attendance Form.

If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER should notify the DISTRICT in writing stating the reason(s) for the request.

If a student fails to attend three 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 Form is complete and accurate. All records of attendance shall be maintained on the DISTRICT'S SES Attendance Form for each student and will be submitted with the PROVIDER'S monthly invoice.

II. PROGRESS REPORTS

All Progress Reports shall contain the student's name, school, homeroom teacher, the goal(s) the student is working towards, and the percentage of each tutoring goal accomplished as evidenced by tutoring work completed. The student's level of attendance and level of participation must also be included.

PROVIDER must regularly notify each student's parents and teachers of the student's progress. If requested by the DISTRICT or a parent, the PROVIDER shall give these reports in the following languages: English, Spanish, Creole, and Portuguese.

To measure the student's progress toward achieving the goals by the following method(s):

Frequent monitoring through informal or formal assessments.

To send progress reports to regularly inform the student's parents, the student's school and the DISTRICT regarding the student's progress toward achieving the goals stated on the Student Learning Plan. Progress reports will be submitted to each according to the following schedule:

To parents	Weekly ☐	Monthly ☑
To the school	Weekly ☐	Monthly ☐
To the DISTRICT	Monthly **X**	

Sessions per Week: 3 # Sessions per Month: 12

Type of Service: *Check and complete all that apply.*

Online ☐ One-on-One ☐

Small Group ☑ Maximum number of students per tutor 10

Time/Day of Sessions:
Afterschool ; Tuesdays, Wednesdays, Thursdays

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.

K. START OF TUTORING

PROVIDER must be able to provide services to eligible students no later than October 15, 2010, 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 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 to a new company.

SLPs for students must be submitted at least five (5) business days prior to the start date.

L. 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 Supplemental 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 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 Form, then that tutoring session will not be paid by the DISTRICT and the PROVIDER must submit a written plan to the DISTRICT Parent Services Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may continue.

IV. TUTORING LIMITS

PROVIDER shall limit tutoring to six (6) hours per week.

M. 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.

N. MONTHLY INVOICES

PROVIDER shall submit to DISTRICT monthly invoices itemized by student name and student identification number, actual number of hours by subject for which services were provided, and an amount due. For each monthly invoice PROVIDER shall submit:

I. Original attendance records as described in Section J-I or if the PROVIDER is computer based, a form generated from the program being used by the student showing the dates and times the student was logged into the system.

II. A progress report as described in Section J-II for each student completed **monthly.**

Tutoring that extends beyond six (6) hour per week will not be paid by DISTRICT. PROVIDER is paid only for sessions students attend. PROVIDER shall receive compensation in the amount of $70 not to exceed the per hour rate as stated in state-approved application. PROVIDER is paid only for students who have an active Student Learning Plan with said PROVIDER. The DISTRICT shall make monthly payments to the PROVIDER within 30 days of the submitted invoice provided that the invoices are submitted no later than the 15th (day) of the month following services rendered. The total payment for the 2010-2011 school year will not exceed **$1,235.00** per student. ***This***

amount will be adjusted based on the final award of funds to the Florida Department of Education by US Department of Education. All invoices must be submitted to the Parent Services Coordinator at 35 Martin Luther King Jr. Blvd., Quincy, FL 32351. The last day that PROVIDER may provide SES will be June 16, 2011. The last day to submit an invoice will be June 23, 2011, unless funds become available for services beyond June 23, 2011.

O. INCENTIVES
PROVIDER must limit student incentives as follows:

I. Must not exceed a total of fifty ($50.00) per student for all incentives;
II. Incentives must be earned by achievement or attendance;

PROVIDER shall not provide parent incentives.

P. CONTACT PARENTS
PROVIDER must contact the parent of any student who misses three or more days of tutoring in a timely manner. If contact cannot be made, the PROVIDER must notify the DISTRICT immediately.

Q. CONTINUE TUTORING
PROVIDER must continue to provide supplemental educational services to eligible students who are receiving such services until exhaustion of DISTRICT funds per student allocation amount as determined and published by the Florida Department of Education.

R. ACCESS TO RECORDS
PROVIDER shall allow access to its facilities and records 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.

S. 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 and/or state agency. Fiscal and all required records shall be maintained by PROVIDER for five (5) years after final payment and pending matters are closed and shall be available for audit.

T. 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.

U. 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.

V. COPYRIGHT AND PATENT INFRINGEMENT LAWS

All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

W. 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 Section 3.B of this contract.

II. Accident/Incident reporting procedures as described in Section G-VII of this contract.

III. Partnership agreement, Articles of Incorporation and/or registration of fictitious name(s).

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, **August 5, 2010.**

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. This Contract may be terminated by DISTRICT or PROVIDER at any time.

F. 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.

G. 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 or 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 Gadsden 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 Audrey Lewis. The determination of DISTRICT shall be made by the Superintendent's designee, and shall be made in writing and shall be binding for both parties.

11. MODIFICATION 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.*

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 Audrey Lewis, Parent Services Coordinator, at 35 Martin Luther King, Jr. Blvd, Quincy, FL 32351. 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 Gadsden county Title I Supplemental Educational Service documents constitute the entire Agreement between DISTRICT and PROVIDER:

a. This Contract
b. Student Enrollment Form completed by parents
c. PROVIDER SES Application approved by the Florida Department of Education
d. Insurance Provisions
e. Tutor Training Log signed and dated by trained tutors
f. District Employee Code of Ethics Pledge
g. Student Learning Plan (SLP)
h. Rental of Facilities Policy.

These documents supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated.

The School Board of Gadsden County

REGINALD C. JAMES
SUPERINTENDENT OF SCHOOLS

35 MARTIN LUTHER KING, JR. BLVD
QUINCY, FLORIDA 32351
TEL: (850) 627-9651
FAX: (850) 627-2760
http://www.gcps.k12.fl.us

"Building A Brighter Future"

MEMORNADUM

TO: State-Approved SES Providers

FROM: Audrey Lewis
Parent Services Coordinator

DATE: July 8, 2010

RE: Supplemental Educational Services (SES) Contract

Thank you for submitting your Letter of Intent to provide SES in Gadsden during the 2010-2011 school year. Please find accompanying this cover, the Contractual Agreement for SY 2010-2011 which requires specific information from you as a provider, as well as your original signature. The contract is protected; therefore, you must print it, enter the required information and **sign in blue ink. Contracts must be received at the address listed below on or before 5:00 pm EST, Thursday, August 5, 2010 and must bear the original signature.** To help you plan for the new school year, Provider Fairs are tentatively scheduled for August 24-26, 2010. More information is forthcoming.

If you have any questions regarding the contract, feel free to give me a call at (850) 627-9651, ext. 1265 or forward an email to kentd@mail.gcps.k12.fl.us. All correspondence should be sent to Gadsden County Schools Parent Services Department, 35 Martin Luther King, Jr. Blvd., Quincy, FL 32351.

AL: dm

ERIC F. HINSON
DISTRICT NO. 1
HAVANA, FL 32333

JUDGE B. HELMS, JR.
DISTRICT NO. 2
QUINCY, FL 32351

ISAAC SIMMONS, JR.
DISTRICT NO. 3
CHATTAHOOCHEE, FL 32324
GREENSBORO, FL 32330

CHARLIE D. FROST
DISTRICT NO. 4
GRETNA, FL 32332
QUINCY, FL 32352

ROGER P. MILTON
DISTRICT NO. 5
QUINCY, FL 32353

BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

THE SCHOOL BOARD OF Gadsden COUNTY
TITLE I SUPPLEMENTAL EDUCATIONAL SERVICES CONTRACT

Signature Page

Each party signing this contract on behalf of either party individually warrants that he or she has full legal power to execute the contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in the contract.

DISTRICT:

Isaac Simmons, Jr.
Board Chairperson: Name / Signature / Date

Reginald C. James
Superintendent (Gadsden County): Name / Signature / Date

The School Board of Gadsden County: Florida

35 Martin Luther King, Jr. Blvd, Quincy, FL 32351

SUPPLEMENTAL EDUCATIONAL SERVICES PROVIDER:

Ardanis Lumpkin, President, [signature] 7/14/10
Provider Authorized Representative: Name / Title / Signature / Date

Pour Penmanship Inc.
Name of Supplemental Educational Service Provider:

13181 SW 45 Drive
Address

Miramar, FL 33027
City / State / Zip Code

954-445-0692 651011080
Phone Number / Tax Identification Number:

Authorized name, contact number and address for sending notice and information if different from above:

Wanda Barkley - District Manager 3337 Woodbriar Lane
Name / Title Address

7/16/10 850-322-0771 Tallahassee FL 32303
Date / Phone Number City / State / Zip code

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 9a

DATE OF SCHOOL BOARD MEETING: August 17, 2010

TITLE OF AGENDA ITEM: Approval of School Board Rule 2.25 (Code of Student Conduct)

DIVISION: Administration

_____ This is a CONTINUATION of a current project, grant, etc.

PURPOSE AND SUMMARY OF ITEM:

Adoption of and approval to print School Board Rule 2.25 (Code of Student Conduct) of the Gadsden County School Board rules is requested.

Printing quotes: FedEx Office (Kinko) - $6860.00
Durra-Print - $7320.00
Proforma - $8880.00

FUND SOURCE: N/A

AMOUNT: N/A

PREPARED BY: Sonja Bridges, Ed.D. Sonja Bridges

POSITION: Director of Technology/Legal

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____
CHAIRMAN'S SIGNATURE: page(s) numbered _____

REVIEWED BY: J Butler

GADSDEN COUNTY SCHOOL DISTRICT

"Building a Brighter Future"

Code of Student Conduct
and
Positive Student Management Discipline Plan

2010-2011

Mr. Reginald C. James
Superintendent of Schools
35 Martin Luther King, Jr. Blvd.
Quincy, Florida 32351
(850) 627-9651
Fax: (850) 627-2760

School Board Members

Eric Hinson District No. 1 Havana, FL 32333	Judge B. Helms, Jr. District No. 2 Quincy, FL 32351	Isaac Simmons, Jr. District No. 3 Chattahoochee, FL 32324 Greensboro, FL 32330	Charlie Frost District No. 4 Gretna, FL 32332 Quincy, FL 32352	Roger P. Milton District No. 5 Quincy, FL 32351

CODE OF STUDENT CONDUCT

and

POSITIVE STUDENT MANAGEMENT DISCIPLINE PLAN

2010-2011

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No person shall, on the basis of race, color, religion, sex, national origin, handicap, age, or marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any education program or activity.

This practice shall apply equally to students, employees and all persons having business with the School Board.

The School Board of Gadsden County

"Building A Brighter Future"

Reginald C. James
SUPERINTENDENT OF SCHOOLS

35 Martin Luther King Jr. Blvd
Quincy, Florida 32351
TEL: (850) 627-9651
FAX: (850) 627-2760

SUPERINTENDENT'S MESSAGE

In order for the Gadsden County School District to perform effectively we must operate within a system of rules. These rules are written in the **Code of Student Conduct** to ensure a safe learning environment for the students who attend our schools. We know that there are many factors which contribute to discipline problems in a school; consequently, schools have the responsibility to encourage, promote, and maintain effective disciplinary practices.

The contents of this document apply to all students in grades **PreK-12**, unless otherwise stated. The information contained in the **Code of Student Conduct** is written specifically to ensure that each student associated with school activities has positive experiences in a safe learning environment.

This document will explain the rules of the Gadsden County School District, student rights and student responsibilities, disciplinary actions, and the disposition of school records. While this document does not contain the exact Florida Statutes referenced herein, a copy of those statutes can be obtained from the district office at 35 Martin Luther King, Jr. Boulevard in Quincy upon request or viewed on the State of Florida website at http://www.flsenate.gov/statutes.

The administrators and school personnel will continue to promote and maintain the kind of discipline that will foster a *healthy dose* of intervention, prevention, and the encouragement to discontinue those behaviors that are not acceptable to a safe learning environment. As we continue to find ways to make all of our schools safer, we realize that consequences for inappropriate behavior must be fair, consistent, yet firm as conflicts are resolved and as undesirable behavior is modified.

Please read and thoroughly discuss this document with your child. Help us maintain the safe school status which we all desire throughout our district. As we work together to build a brighter future we want to ensure that each student will have positive experiences in a safe learning environment.

Respectfully yours,

Reginald C. James

Reginald C. James
Superintendent of Schools

RCJ:SB:jwb

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BOARD MEETS FOURTH TUESDAY OF EACH MONTH
EQUAL OPPORTUNITY EMPLOYER

VISION

The Gadsden County Public School District is committed to working together to *"Build A Brighter Future"* for our boys and girls.

We, the partners for excellence, recognize the need for multicultural awareness and education and envision that schools, communities, and parents/guardians will cooperatively embrace one another to offer an educational program that will meet the needs of students, parents/guardians, and the community. We further believe that ALL children can learn, and we envision that schools, using new and emerging technologies in conjunction with traditional approaches, will provide academic, intellectual, emotional, psychological, physical, and social experiences that will develop the whole student. Our product will be students who possess foundational, marketable, and/or functional skills that will enable them to broaden their horizons in any post-secondary endeavor upon which they might choose to embark.

MISSION STATEMENT

The mission of the district is *"To Build a Brighter Future as We Prepare Students for Success in Life"*.

JURISDICTION OF THE SCHOOL BOARD

The Code of Student Conduct and the Positive Student Management Discipline Plan were adopted by the Gadsden County School Board and are compatible with the Florida State legislative codes. Subject to law and rules and regulations of the State Board of Education of the State of Florida, each student enrolled in a school shall, during the time he/she is being transported to or from school at public expense, during the time he/she is attending school, including the time during which he/she is proceeding from one school center to another during the school day, and during the time he/she is on the premises of any publicly supported school in this district, be under the control and direction of the principal or teacher in charge of the school, and under the immediate control and direction of the teacher or other member of the instructional staff or the bus driver to whom such responsibility may be assigned by the principal; and each such student shall, during the time he/she is otherwise en route to or from school at public expense, or is presumed by law to be attending school, be under the control and direction of the principal or teacher in charge of the school where he/she is enrolled.

CODE OF STUDENT CONDUCT

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STUDENTS' RIGHTS AND RESPONSIBILITIES

It is the intent of the Students' Rights and Responsibilities, as expressed in the Code of Student Conduct, that students understand that their rights must be accompanied by corresponding responsibilities.

Florida's School Improvement and Accountability System states that all school communities will provide an environment that is alcohol and drug-free and protects students' health, safety, and civil rights.

I. ATTENDANCE

All questions relating to the attendance policy are to be directed to the school's attendance office first, and then if needed, the school principal.

Florida law requires each parent/guardian of a child from age six (6) to sixteen (16) years to be responsible for the child's school attendance. Regular attendance is the actual attendance of a pupil during the school day as defined by law and regulations of the state board.

The school attendance law was amended by the 1997 Florida Legislature to require that any sixteen or seventeen year old student withdrawing from school must file a formal declaration of intent to terminate school enrollment with the district school board.

A student is considered "truant" when he/she is not in attendance without approval of the principal and/or consent of the parent/guardian. School-based interventions will occur for all truant students.

A student is considered a "habitual truant" when he/she has 15 unexcused absences within 90 calendar days.

Rights:

Students will be given an explanation of excused absences, unexcused absences, and tardies. Students can make up work for credit if the absence is excused.

A student who attains the age of 16 years during the school year is not subject to compulsory attendance beyond the date upon which he or she attains that age if the student files a Student Declaration of Intent to Terminate School Enrollment form. This form is available from the school administration or guidance office.

Responsibilities:

Students are required to attend school every school day. If absent, a written note from the parent/guardian stating why the student was absent must be brought to school on the day the student returns. The principal shall consider each absence as being either "excusable," "permissible," or "unexcused."

It is the responsibility of the student's parent/guardian to notify the school when his/her child will not be in attendance. The school is to be notified of an absence the morning the student is absent or within twenty-four hours.

Excusable Absence:

An excusable absence is one caused by illness of the student or by serious illness or death in the family, legal reasons and other special conditions or extenuating circumstances. The student shall be given an opportunity to make up all missed work.

Excused Absence for Religious Holidays:

A student shall be excused from attendance for observation of a religious holiday or because the tenets of his religion forbid secular activity on that day. Prior notification to the school principal is required.

A student who has been excused for observance of a religious holiday shall be given up to 3 school days to complete any work missed, including examinations and work assignments. No adverse or prejudicial effects shall result from any such religious observance.

Permissible Absence (Excused):

A permissible absence is one which has the sanction of the parents/guardians and the school. This may include activities such as an individual educational trip or other extenuating circumstances. Any such individual educational trip must be planned by the parent/guardian and teacher, and a written report of the trip must be presented to the teacher. The student shall be given an opportunity to make up all missed work.

Unexcused Absence:

An unexcused absence (this does not include suspensions) is one which does not have the approval of the school, or which is due to disciplinary action against the student. Ordinarily, in such case, the work missed may not be made up by the student for credit. Pursuant to Florida Statute 1006.09, no student who is required by law to attend school shall be suspended for unexcused absence or truancy. Therefore, suspension is not an appropriate disciplinary action for students who fall within the mandatory state attendance requirements.

Students who are more than five (5) minutes late for a class will be recorded as being tardy.

Rule:

All students between the ages of six (6) and sixteen (16) must attend school regularly.

Disciplinary Action:

A student may receive counseling, attendance conferences, parent/guardian contact, and may be referred to other appropriate disciplinary programs.

The law allows absences for illness and certain other special circumstances. Under these circumstances, district and school policies regard these absences as excused absences. A student with an excused absence is not subject to any disciplinary or academic penalties for that absence. It is the student's responsibility to obtain and complete all makeup work. An unexcused absence takes place any time a child is out of school for reasons not recognized in the law. In these cases, the child may be subject to academic penalties.

For students in grades 9-12 a minimum of 135 hours in attendance is required to earn a credit in a course. In order to be eligible to receive a credit, a student must meet course requirements and be present at least 67.5 hours each 18 week grading period or demonstrate mastery of the course performance standards for the defined course by passing the semester exam. Credits are awarded at the end of each 18 week grading period.

Each school must implement procedures to increase student attendance. An attendance committee will be established at each school to review the reason(s) for absence(s).

Minimum School-Based Intervention Procedures for Truant Students

Minimum School-Based Intervention Procedures for Truant Students may be as follows (Appropriate Documentation of Interventions Must Be Maintained):

1. After 3 days of unexcused absences, within a 90-day period, a parent/guardian/student contact/conference is conducted by teacher/school designee.
2. After 5 days of unexcused absences, within a 90-day period, a referral is made to the principal to send a certified letter to parents/guardians and possibly to convene a student study team. *NOTE: A student study team is to convene when a student misses 5 unexcused absences within 30 calendar days, or when a student misses 10 days within 90 calendar days.*
3. After 10 days of unexcused absences within a 90-day period, the student is referred to the visiting teacher.
4. After 15 unexcused absences within a 90-day period, the student is considered "habitually truant." Florida statutes 1003.27(b).

The Florida Legislature enacted requirements that school districts report to the Department of Highway Safety and Motor Vehicles (DHSMV) the names, birthdates, sex, and social security numbers of minors who attain the age of 14 and accumulate 15 unexcused absences in a period of 90 calendar days. The legislation further provides that those minors under age 18 who thus fail to satisfy attendance requirements or drop out of (voluntarily withdraw from) school will be ineligible for driving privilege. Additional information about procedures and waivers is available from the school administration or guidance office.

Middle-High School Attendance

A minimum of 135 hours of attendance is required for students to earn a credit in a course. In order to be eligible to receive a credit, a student must meet course requirements and be present at least 67.5 hours each semester or demonstrate mastery of the course performance standards for the defined course by passing the semester exam.

Each school will document attempts to notify parents/guardians of each student's absence either through an automated system or other method. However, failure to successfully notify parents/guardians shall not negate the attendance policy.

Absences

- Students are to sign in/out when missing a class for excusable appointments or emergencies and are to comply with the individual school procedures established with the school attendance office. Failure to sign out may result in an unexcused absence and the consequences thereof.
- Excused absences/tardies may only be used for the following legitimate, documented reasons:
    1. Illness and/or medical care
    2. Death in the family
    3. Legal reasons
    4. Religious Holidays, administratively pre-approved observance
    5. Pre-arranged absences approved by an administrator, school sponsored field trips, or school approved activities
    6. Other special circumstances or insurmountable conditions
- In the event 4 or more unexcused absences occur in a course during a 9-week grading period, an attendance conference may be held to determine which, if any, absences are excusable.
- For each course in which the student has four (4) unexcused absences, that are not for one of the legitimate purposes described above, a grade of "F" will be assigned for that grading period.
- The teacher's grade book and/or the attendance sheet signed by the teacher will be the final authority in determining the number of absences for each student.

Attendance Conference / Appeal Procedures

- In order to appeal an unexcused absence, the following must occur:
    1. The student and parent/guardian must request a hearing by completing and submitting an Attendance Conference Application (form available at school).
    2. Written documentation of absences from a doctor or recognized agency, legal proceedings or other relevant information should be attached to the application when it is submitted, and may be accepted in lieu of an attendance conference provided all absences are included.
    3. An attendance conference may not be necessary if written documentation for each absence is submitted to the attendance office. Other circumstances made known to the attendance office may also make the conference unnecessary. The need for a conference will be made by the principal/designee. The school will notify the parent/guardian(s) if a conference is not necessary.
- The school will make every effort to schedule conferences at a time convenient for parents/guardians, including evening hours when necessary.
- One administrator/designee and two teachers will hear and rule on the appeal.
- The parent/guardian will be notified of the decision in a timely manner.
- Teachers will be notified of the decision in a timely manner.
- The principal may overrule the findings of the attendance committee should special circumstances occur or excuse any student from any consequence arising from recorded absences.

Other Considerations

- Students who are suspended will be considered administratively absent and the absences will not count toward the "four unexcused" policy for the nine weeks grading period.
- Students who are absent for an "educationally valuable experience" other than a field trip may receive an excused absence if the following criteria are met:
    a. The absence must be pre-approved at least one week in advance.
    b. There must be stated and written educational objectives for the trip that are related to the performance standards for each course in which the student is enrolled and include at least one objective for each course. This information shall be attached to the Prior Approval Request Form when it is turned in to the attendance office and initialed by the teacher of each course.
    c. The attendance administrator and/or the attendance committee will review the pre-arranged absence request. The absences may then be pre-excused pending the completion of (d) below.
    d. Within ten (10) calendar days of the student's return to school following the trip, the student and parent/guardian will present a student prepared report and other appropriate exhibits to the attendance committee documenting the completion of each written objective. The committee shall determine whether the absences are to be excused.
- College recruitment trips are to be scheduled when school is not in session. Days missed will be considered as part of the three (3) allowed per 9-week grading period. Administrative exception may be granted for a planned program scheduled for a specific day if the student has a pre-planned appointment, with a specific college administrator that is verified in writing by the college.
- Any student with fifteen (15) or more absences due to a physical or mental condition, which confines the student to a home or a hospital, may be referred to the Homebound Program. If placed in the Homebound Program, attendance records become the responsibility of the Homebound Program.

II. RESPECT FOR PERSONS AND PROPERTY

Rights:

Students are recognized as individuals. Their rights include a safe, healthy, and drug-free environment.

Responsibilities:

Students should treat others, school property, and property of others with respect. Respectful behavior includes, but is not limited to, following school, classroom, and bus rules. Unacceptable behavior includes, but is not limited to, fighting, stealing, destroying property, and violating school rules.

Rule:

Students will treat others and their property with dignity and respect.

Disciplinary Action:

A student not respecting the right and property of others may be subject to disciplinary action allowed by School Board policy. Disciplinary action may range from counseling to expulsion.

III. RIGHT TO LEARN

Rights:

Students have a right to be in an environment conducive to learning and will have appropriate educational programs.

Responsibilities:

Students should come to school prepared to take advantage of all educational opportunities offered. Students should inform school personnel if they have a problem at home or at school that keeps them from doing their best.

Rule:

Students will participate in educational opportunities and complete classroom assignments and homework to the best of their abilities.

Disciplinary Action:

Students who fail to comply with the above stated rule may hinder their educational progress and be subject to other disciplinary procedures allowed by the local school-wide discipline plan.

IV. RIGHT OF ASSEMBLY

Rights:

Students may meet in an orderly manner on the school grounds or building(s) if proper authorization has been granted.

Responsibilities:

The meetings must be approved by the principal/designee and must not interfere with other planned activities.

Rule:

With proper school authorization, students may assemble in an orderly manner.

Disciplinary Action:

Unauthorized or disorderly meetings will be terminated immediately by the principal/designee, and violators may be subject to further administrative disciplinary action.

V. RIGHT OF PRIVACY

Rights:

1. Only authorized persons may have access to student records as governed by Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g. Regulations: 34 CFR Part 99.)

2. Students and their storage area, under the jurisdiction of the School Board, may be searched in cases of reasonable suspicion. Strip searching is prohibited. The use of metal detectors or specially trained animals is permissible.

Responsibilities:

1. Students, parents/guardians should give the school any information needed to work with the student.

2. Students should not bring prohibited items to school.

Rule:

Students will respect the privacy of others.

Disciplinary Action:

Prohibited items will be confiscated by school personnel and the students will be subject to disciplinary actions allowed by School Board policy.

VI. PARTICIPATION IN SCHOOL PROGRAMS AND ACTIVITIES

Rights:

All students will be a part of classroom instruction and other school activities for which they are qualified, without regards to their race, sex, religion, national origin, age, marital status, disability, or perceived disability.

Responsibilities:

Students should do their best in school or while participating in school activities. They should also be aware of the rights and responsibilities of others so as to make the school the best place of learning possible.

Rule:

Students who participate in or attend school activities will do so in a manner which promotes the objectives of the school and/or the activity.

Disciplinary Action:

Students who violate the above stated rule may be subject to disciplinary actions allowed by School Board policy.

VII. DRESS AND GROOMING

Rights:

Students have a right to dress comfortably.

Responsibilities:

Students have a responsibility to wear clothes that are not dangerous to their health or safety and to dress in a manner that is not disrupting to the educational process. Clothes worn should not advertise drugs, gangs, alcohol, tobacco, inappropriate language and/or sexual behavior.

Rule:

Student will dress and groom in such a way as to express personal preferences within the guidelines of the school dress code. Students are prohibited from wearing bandannas, dropped pants, low riding jeans, and shorts revealing the buttocks or underwear, short tops revealing the belly button, and inappropriate short dresses, shorts, or skirts. Middle and high school students are required to have shirts tucked in and pants are to be worn with a belt.

Elementary and Middle School Requirements:

Appropriate dress is the primary responsibility of the student and his/her parent or guardian. In order to promote safety, personal hygiene, academic well-being and moral and character development, students shall be expected to comply with reasonable requirements relating to dress, grooming and personal appearance as follows:

1) All students in elementary or middle school shall wear a school uniform while in attendance during the regular school day and on school sponsored field trips.
2) Colors shall be that of the official school colors and other colors as recommended by the School Advisory Committee and approved by the principal of the school.
3) Shirts/blouses must have a collar. T-shirts may be worn at the discretion of the individual school. Shirts must be tucked into pants.
4) Uniform style bottoms will be dark blue, black, tan (khaki). No sweat pants, overalls, or jeans will be allowed.
5) The legs of pants shall not extend below the heels of shoes.
6) Uniform knee-length shorts/skirts will be acceptable.
7) Sneakers and leather shoes are both acceptable, but must be black, dark brown, dark blue or white with matching shoelaces.
8) Socks must be black, white, or other color as approved by the principal.
9) Boys and girls must wear belts if pants/shorts have belt loops. No sagging of pants will be allowed.
10) Outer garments for cold weather are permissible.

A student who transfers from one school to another in the county will be required to wear the "generic school uniform", and will have 15 days to acquire the new school's uniform.

The "generic uniform" shall consist of the following:

A. Khaki or black pants, shorts, or skirt
B. White collared shirt
C. Dark or white leather shoes or sneakers with black, dark brown, or white socks

At the beginning of the school year, students will be required to conform to the uniform dress code within but no later than the first ten (10) school days. Likewise, students transferring into the district will have the first fifteen (15) days of school enrollment in order to conform to the uniform dress code.

Elementary/Middle School Disciplinary Action:

Any student enrolled in an elementary or middle school who reports to school improperly attired shall be disciplined as follows:

A. First and second offense consequences are:
   a. Notification of parent or guardian and require student to change into appropriate attire
B. Third offense consequences are:
   a. Notification of parent or guardian and require student to change in to appropriate attire and
   b. One day of in-school suspension (if available) or three (3) days of after school detention.
C. The fourth and subsequent offenses are considered to be willful disobedience that will result in further disciplinary action that may include additional days of in-school suspension, after school detention, or work detail.
D. Any absence resulting from a violation of the uniform dress code will be excused.

High School Disciplinary Action:

Any student enrolled in a high school who violates the dress code may receive counseling and/or parent/guardian(s) will be contacted. (Refer to the rule on page 10.)

VIII. DISCRIMINATION/SEXUAL HARASSMENT

Rights:

Students have the right to attend school and learn in an environment free from discrimination and sexual harassment.

Responsibilities:

Students should report occurrences of discrimination or sexual harassment to the principal through the proper grievance procedures.

Rules:

No student shall on the basis of race, sex, religion, national origin, age, marital status, disability, or perceived disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination/sexual harassment under any educational program or activity.

Disciplinary Actions:

Students who violate the above-stated rule may be subject to disciplinary actions allowed by School Board policy.

IX. COUNSELING

Rights:

Students have the right:
1. To be informed as to the nature of the guidance services available in their school.
2. To have access to individual and group counseling.
3. To request a change of counselor as applicable.

4. Students have the right of confidentiality except in the following circumstances:
   a. Reports of abuse or neglect,
   b. Indication of harm to self/others.

Responsibilities:

Students have the responsibilities:

1. To use guidance services for their own educational and personal improvement.

2. To schedule appointments in advance unless the problem or concern is one of an emergency.

3. To work cooperatively with all school personnel.

Rule:

Students should participate appropriately in the counseling process.

Disciplinary Action:

Students who fail to participate appropriately in the counseling process may temporarily have their opportunities for counseling suspended, or other disciplinary measures may be taken.

X. FREE SPEECH AND PUBLICATION

Rights:

1. Students will be given the opportunity to participate freely in class discussions.

2. Students may, with the approval of the principal/designee, write and distribute non-commercial printed materials. This shall include freedom of the press for all student publications.

3. Students may decide whether or not to participate in symbolic (e.g. flag salute) or religious activities.

4. After receiving permission from the principal, students may display posters, notices, magazines, or articles.

5. Students participation in classroom instruction or other school activities may not be denied based on race, sex, religion, national origin, age, marital status, exceptionality, or perceived disability.

Responsibilities:

1. Students must use appropriate language when expressing their thoughts, concerns, and opinions.

2. Students must respect the principal's decision concerning the request to display printed material.

3. Students should respect others' rights, responsibilities, and opinions.

Rule:

The principal/designee will ensure that all printed materials distributed in the school reflect appropriate journalistic ethics and are not obscene or offensive by school and community standards.

Disciplinary Action:

The principal may discipline any student for infraction of the above stated rule.

XI. STUDENT GOVERNMENT

Rights:

Students have the following rights:

1. To form and operate a student government at their respective schools under the direction of a faculty advisor.

2. To have access to policies of the School Board and the individual school.

3. To seek office in student government, or any school organization, regardless of race, sex, religion, national origin, age, marital status, disability, or perceived disability.

4. To attend, as student government officers and representatives, official student government meetings upon approval of such meetings by the school principal.

Responsibilities:

Students have the following responsibilities:

1. To elect student government officers and representatives who are responsive to the needs of the school and who will work constructively toward the resolution of such needs.

2. To become knowledgeable of School Board and individual school policies governing the actions of students.

3. To conduct election campaigns in a positive, mature manner, with all due respect provided their opponents.

4. To attend regularly scheduled meetings, if an elected student representative, and exhibit appropriate conduct at all times.

Rule:

Students will use the democratic process to conduct student government operations.

Disciplinary Action:

The principal/designee may apply disciplinary procedures as appropriate.

XII. STUDENT RECORDS

Rights:

Students/Parents/guardians have the following rights:

1. Information contained in records that relates directly to the student may be inspected, reviewed, and challenged.

2. Personal identifiable information will be protected by legal provisions which prohibit its release to any person who is not legally authorized by the consent of the parent, guardian, or eligible student. (An eligible student is one who is 18 years of age or over and/or one who attends a post-secondary institution.)

3. Parents/guardians will receive annual notification, written in their native language, stating that they may review their child's record.

Notification of Rights for Elementary and Secondary Schools

FERPA affords parents/guardians and students over 18 years of age ("eligible students") certain rights with respect to the student's educational records. These rights are:

1. The right to inspect and review the student's education records within 45 days of the day the School receives a request for access. Parents/guardians or eligible students should submit to the School principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The School official will make arrangements for access and notify the parent/guardian or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent/guardian or eligible student believes are inaccurate or misleading. Parents/guardians or eligible students may ask the School to amend a record that they believe is inaccurate or misleading. They should write the School principal (or appropriate official), clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the School decides not to amend the record as requested by the parent/guardian or eligible student, the School will notify the parent/guardian or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent/guardian or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent/guardian or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. (Optional) Upon request, the School discloses educational records without consent to officials of another school district in which a student seeks or intends to enroll.

   Parents/guardians have the following rights:

   a. They may review their child's school records.
   b. They may give permission for others to review the records.
   c. They may challenge information in the records.
   d. Upon request they will receive a copy of this rule from the Superintendent's office.

4. Eligible students or parents/guardians of the student may review individual records. Copies of records may be obtained through written request to the principal or School Board contact person. All requests will be granted within 5 working days.

5. An eligible student or parent/guardian may give permission for others to review letters or statements in the student's records. Permission must be in writing and signed by the eligible

student or parent/guardian. Access by others to a student's record will be closed upon written request by the eligible student or parent/guardian.

6. The fee for copying the school records shall be as provided by School Board Policy.

7. Student records are located at the school/district office.

8. Records that give personal information may not be released without an appropriate request, except to the following:

   a. District and school administrators and supervisors
   b. District and school personnel, their interns, and substitutes
   c. Administrative secretaries (as required for record keeping duties)
   d. Gadsden County Health Department (health records only)
   e. Florida Diagnostic and Learning Resource System personnel
   f. Officials from a school to which a student has moved
   g. State and federal officers, if records are needed to meet legal requirements, including judicial and law enforcement agencies as specified within signed interagency agreements.
   h. Persons requiring information for the purpose of donating money for tuition and other related expenses
   I. State and local people who collect data for factual reporting
   j. Colleges/Universities needing information for the benefit of students
   k. People who set standards for schools
   l. Parents/guardians for tax reasons
   m. To comply with a court order
   n. Any person requiring information for health or safety emergencies
   o. Persons needing information for student expulsion hearings
   p. Educational researchers who will not publish personal identification, and who destroy the information at the end of the study

9. Parents/guardians eligible students have the right to file complaints with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of the Family Educational Rights and Privacy Act (FERPA). Inquiries may be addressed to:
   Family Policy Compliance Office, U.S. Department of Education, 400 Maryland Avenue, SW, Washington, DC 20202-4605

Responsibilities:

Students/Parents/guardians have the following responsibilities:

1. To inform the school of any information that may be useful in making appropriate educational decisions.

2. To authorize release of pertinent information to those individuals or agencies who are working actively and constructively for the benefit of the student.

Rule:

Students and parents/guardians must comply with board policies related to student records.

Disciplinary Action:

Failure of students/parents/guardians to provide accurate information may result in inaccurate maintenance of student records and a delay in delivery of services in a timely manner. For additional information regarding student records, and procedures, see Appendix.

XIII. GRADES

Rights:

Students have the following rights:

1. To receive a teacher's grading criteria at the beginning of each year or semester course.

2. To receive reasonable notification of failure or potential failure at any time during the grading period when it is apparent unsatisfactory work is being performed.

3. To receive periodic academic reports which may include, but not be limited to, academic and/or conduct grades. A conduct grade may not affect an academic grade.

Responsibilities:

Students have the following responsibilities:

1. To become informed of the grading criteria and behavior standards.

2. To maintain standards of academic performance commensurate with ability.

Rules:

Students enrolled in the Gadsden County School District will comply with the provisions of the Student Progression Plan.

GENERAL DISCIPLINARY PROCEDURES

Students are under the authority of the principal/designee, teacher, or bus driver any time they are going to or from school, at school, or at any school activity. Law enforcement or other appropriate agencies may be notified by the principal/designee as deemed necessary.

I. PRESENCE OF PUPILS, WHEN AND WHERE AUTHORIZED

Students have permission to be on the school grounds during the regular school day and during special activities. The principal will use appropriate disciplinary procedures with any student who is found on campus without permission.

II. AUTHORITY OF THE TEACHER

A. The principal gives to the teacher authority to control students while on school campus or at any school event.

B. Florida Statutes 1003.32 authorizes the teacher to remove from class, students with abusive, disruptive, or unruly behavior. According to the statue, a teacher may remove from class a student whose behavior the teacher determines interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn. Each district school board, each district school superintendent, and each school principal shall support the authority of teachers to remove disobedient, violent, abusive, uncontrollable, or disruptive students from the classroom.

III. AUTHORITY OF THE SCHOOL BUS DRIVER

A. The principal/designee gives to the bus driver authority to control students to and from school or on school trips. Any student who misbehaves may be reported to the principal.

B. The bus driver will not suspend a student from riding the bus, spank a student, or put a student off the bus at any place other than his regular stop. However, if a bus driver has a note from the student's parent/guardian which has been approved by the school, the bus driver may let the student off at another stop. If there is an emergency on the bus because of student behavior, the bus driver must take care of the emergency and protect the students on the bus. The bus driver will immediately report the incident to the proper authority.

IV. MISCONDUCT ON SCHOOL BUSES

If a student misbehaves on the school bus, the bus driver may report the misbehavior to the principal. The principal may suspend the student from riding the bus for no more than ten (10) school days per offense. Please note: If ESE students do not get a ride to school during the bus suspension, the suspension will count towards the maximum allowable ten (10) day school suspension for the year. If the suspension is for more than five (5) days, a hearing is required. The School Board may change the suspension to an expulsion from the school bus. The student may also be subject to other disciplinary actions which may include suspension or expulsion from school.

V. OFFENSES

A. Students shall not be subject to discipline which is verbally abusive, severe, or humiliating. Discipline shall not consist of the denial of breakfast, lunch, or toileting.

B. The principal may discipline any student for, including but not limited to, the following misbehaviors:

1. disobeying or threatening any school personnel
2. profanity; offensive gestures
3. destroying property
4. disturbing school functions (FS 1006.145)
5. leaving school without proper permission
6. excessive tardies and/or unexcused absences from school
7. breaking school rules
8. serious misconduct
9. sexual harassment
10. multiple offenses
11. fighting (to include instigating a fight)
12. possession of wireless communication devices (such as pagers, cellular phones, iPods, MP3 players)
13. possession of weapons and/or any firearm, to include imitation firearm
14. possession or use of alcohol, tobacco, or other drugs

C. Serious misconduct or multiple offenses may result in expulsion of the student by the School Board.

D. When a non-English-proficient student and/or parent/guardian(s) are involved in any disciplinary procedure, an interpreter will participate in the process.

E. When a student is guilty of any act or threat of violence to any school personnel on campus or at a school activity, the principal may discipline the student by suspension and/or request that the School Board expel the student.

F. School personnel should use the disciplinary method commensurate with the offense. The discipline will be fair and will be given to each student on an individual basis. Before the student gets disciplined, the student has the right to tell his/her side of the story and he/she should be told why he/she is receiving the punishment.

G. If a student is to be suspended, he/she will be told why before being suspended and will also get an explanation of the evidence and a chance to tell his/her side. Every effort will be made to notify the parent/guardian(s) as soon as possible. A principal may suspend for five days. If the suspension is for more than five days, or if the student is recommended for expulsion, a hearing will be held. If the student is a danger to other students or constantly keeps others from learning, he/she may be immediately removed from class and/or school. Only the School Board can expel a student. (See VIII A-B.) When a student is suspended, privileges to participate in extra-curricular activities will be revoked.

H. All disciplinary referrals will be maintained in the district's student database.

VI. DEFERRED PUNISHMENT FOR OFFENSES

Disciplinary action for offenses occurring near the end of the school year may be carried over to the next school term.

VII. ZERO TOLERANCE POLICY

Florida Statue: 1006.13 - Zero Tolerance Policy

(1) The Gadsden County School Board has a zero tolerance policy for:

- (a) Crime and substance abuse, including the reporting of delinquent acts and crimes occurring whenever and wherever students are under the jurisdiction of the district school board.
- (b) Victimization of students, including taking all steps necessary to protect the victim of any violent crime from any further victimization.

(2) The zero tolerance policy requires students found to have committed one of the following offenses to be expelled, with or without continuing educational services, from the student's regular school for a period of not less than 1 full year, and to be referred to the criminal justice or juvenile justice system. . (See definition of expulsion.)

- (a) Bringing a firearm, imitation firearm, or weapon (as defined in F.S. Chapter 790) to school, to any school function, or possessing a firearm, imitation firearm, at school. (to include the possession, use, or sell of a firearm, imitation firearm, or explosive on campus, at a school activity, or on school sponsored transportation, including designated bus stops, or

- (b) Making a threat or false report (as defined by subsection 790.162 and 790.163) respectively, involving school or school personnel's property, school transportation, or a school-sponsored activity. bring, possess, use, or sell a firearm, imitation firearm, or explosive on campus

The Gadsden County School Board may assign the student to a disciplinary program for the purpose of continuing educational services during the period of expulsion. District school superintendents may consider the 1-year expulsion requirement on a case-by-case basis and request the district school board to modify the requirement by assigning the student to a disciplinary program or second chance school if the request for modification is in writing and it is determined to be in the best interest of the student and the school system. If a student committing any of the offenses in this subsection is a student with a disability, the district school board shall comply with applicable State Board of Education rules.

Offenses Prohibited

1. The Gadsden County School Board's zero tolerance for students that have been found to have committed any of the offenses listed below on school property, school sponsored transportation, including designated bus stops, or during a school sponsored activity. These students will be referred to the School Board for expulsion.

    a. homicide (murder, manslaughter)
    b. sexual battery
    c. armed robbery
    d. aggravated battery
    e. assault, battery or aggravated battery on a teacher or other school personnel
    f. kidnapping or abduction
    g. arson
    h. possession, use, or sale of any firearm, to include an imitation firearm
    i. display, use, threaten, or attempt to use any imitation firearm

j. possession, use, or sale of any explosive device
k. possession, use, or sale of drugs or alcohol
l. threat or false report involving a school or school personnel's property, school transportation, or a school sponsored activity.
m. bomb threat
n. possession, use of hazardous chemical or substances material

(The above terms are defined in the glossary.)

2. Any student charged with an assault or battery on any employee of the School Board shall be removed from the classroom immediately and placed in an alternative school setting pending disposition. After an investigation, if the student is found guilty of this offense and in violation of F.S. 784.081, he/she shall be expelled or placed in an alternative school setting (F.S. 1006.13(4)).

3. **All incidents involving firearms, imitation firearms, explosives, unlawful possession, use or sale of controlled substances, including alcohol, and offenses listed in 1 above will be referred immediately to law enforcement.**

4. In the case of a physical altercation (fight) between two or more students on campus, school bus, or at any school sponsored activity, and where it is determined by the principal/designee that one or more of the students was/were the aggressor(s), and the remainder was/were the defender(s), the aggressive behavior of the student(s) shall be considered a zero-tolerance offense for which the student(s) will be subject to expulsion procedures as outlined in the Code of Student Conduct and the Fight Intervention Program.

5. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

BULLYING AND HARASSMENT

The Gadsden County School Board prohibits acts of bullying and harassment. The School Board has determined that a safe and civil environment in school is necessary for students to learn and achieve high academic standards. Bullying or harassment, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe environment. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate bullying or harassment is expected of administrators, faculty, staff, and volunteers to provide positive examples for student behavior.

Bullying or harassment is any gesture or written, verbal, graphic, or physical act (including electronically transmitted acts – i.e. internet, cell phone, or wireless handheld device) that is reasonably perceived as being motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender , sexual orientation, gender identity and expression; or a mental, physical, or sensory disability or impairment; or by any other distinguishing characteristic. Such behavior is considered harassment or bullying whether it takes place on or off school property, at any school-sponsored function, or in a school vehicle.

1. Statement Prohibiting Bullying and Harassment
   A. It is the policy of the Gadsden County School District that all of its students and school employees have an educational setting that is safe, secure and free from harassment and bullying. The District will not tolerate bullying and harassment of any kind. Conduct that constitutes bullying and harassment, as defined herein, is prohibited.
   B. The District upholds that bullying or harassment of any student or school employee is prohibited:
      1. During any education program or activity conducted by a public K- 12 educational institution;
      2. During any school-related or school-sponsored program or activity;

3. On a school bus of a public K-12 educational institution; or
4. Through the use of data or computer software that is accessed through a computer, computer system, or computer network of a public K- 12 education institution.

2. Definitions

A. **Bullying** means systematically and chronically inflicting physical hurt or psychological distress on one or more students, or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:

1. Unwanted teasing;
2. Social Exclusion;
3. Threatening;
4. Intimidation;
5. Stalking;
6. Cyberstalking;
7. Cyberbullying;
8. Physical violence;
9. Theft;
10. Sexual, religious, or racial harassment;
11. Public humiliation;
12. Rumor or spreading falsehoods; or
13. Destruction of school or personal property.

B. **Harassment** means any threatening, insulting or dehumanizing gesture, use of technology, computer software, or written, verbal or physical conduct directed against a student or school employee that:

1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. Has the effect of substantially interfering with a student's educational performance, or employee's work performance, or either's opportunities, or benefits;
3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or
4. Has the effect of substantially disrupting the orderly operation of a school.

C. **Cyberstalking** is defined in F. S. 784.084(d) means to engage in a course of conduct to communicate, or to cause to be communicated, words, images, or language by or through the use of electronic mail or electronic communication, directed at or about a specific person, causing substantial emotional distress to that person and serving no legitimate purpose.

D. **Cyberbullying** is defined as the willful and repeated harassment and intimidation of a person through the use of digital technologies, including, but not limited to, email, blogs, social websites (e.g., MySpace, Facebook), chat rooms, and instant messaging.

E. **Bullying**, **Harassment**, and/or **Cyberbullying** also encompass:

1. Retaliation against a student or school employee by another student or school employee for asserting or alleging an act of bullying or harassment. Reporting an act of bullying or harassment that is not made in good faith is considered retaliation.
2. Perpetuation of conduct listed in the definition of bullying or harassment by an individual or group with intent to demean, dehumanize, embarrass, or cause emotional or physical harm to a student or school employee by
   a. Incitement or coercion;
   b. Accessing or knowingly and willingly causing or providing access to data or computer software through a computer, computer system, or computer network within the scope of the District school system;
   c. Acting in a manner that has an effect substantially similar to the effect of bullying or harassment.

3. Unwanted harm towards a student or employee in regard to their real or perceived: sex, race, color, religion, national origin, age, disability (physical, mental, or educational), marital status, socio-economic background, ancestry, ethnicity, gender, gender identity or expression, linguistic preference, political beliefs, sexual orientation, or social/family background or being viewed as different in its education programs or admissions to education programs and therefore prohibits bullying of any student or employee by any Board member, District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District. For Federal requirements when these acts are against Federally identified protected categories, refer to Policy 4001.1.

F. **Accused** is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other person in the school or outside the school at school-sponsored events, on school buses, and at training facilities or training programs sponsored by the District who is reported to have committed an act of bullying, whether formally or informally, verbally or in writing, of bullying.

G. **Complainant** is defined as any District employee, consultant, contractor, agent, visitor, volunteer, student, or other

3. Behavior Standards

A. The Gadsden County School District expects students and adults to conduct themselves as appropriate for their levels of development, maturity, and demonstrated capabilities with proper regard to the rights and welfare of other students and school staff, the educational purpose underlying all school activities, and the care of school facilities and equipment.

B. The District believes that standards for student behavior must be set cooperatively through interaction among the students, parents/legal guardians, staff, and community members producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for District and community property on the part of students, staff, and community members. Because students learn by example, school administrators, faculty, staff, and volunteers will demonstrate appropriate behavior, treat others with civility and respect, and refuse to tolerate bullying or harassment.

C. The School District prohibits the bullying of any student or school employee:

a. During any educational program or activity conducted by Gadsden County Schools District;

b. during any school-related or school-sponsored program or activity or on a Gadsden County school bus;

c. Through the use of any electronic device or data while on school grounds or on a Gadsden County school bus, computer software that is accessed through a computer, computer system, or computer network of the Gadsden County School Board. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action initiated under this section.

d. Through threats using the above to be carried out on school grounds. This includes threats made outside of school hours, which are intended to be carried out during any school-related or school-sponsored program or activity, or on a Gadsden County school bus.

e. While the District does not assume any liability for incidences that occur at a bus stop or en route to and from school, a student or witness may file a complaint following the same procedures for bullying against a student and the school will investigate and/or provide assistance and intervention as the principal/designee deems appropriate, which may include the use of the School Resource Officer. The principal/designee shall use all District Reporting Systems to log all reports and interventions.

D. All administrators, faculty, and staff, in collaboration with parents, students, and community members, will incorporate systemic methods for student and staff recognition through positive reinforcement for good conduct, self discipline, good citizenship, and academic success, as seen in the required school plan to address positive school culture and behavior (the school's Discipline Plan).

E. Student rights shall be explained as outlined in this policy and in the Student Code of Conduct: Respect for Persons and Property.

F. Proper prevention and intervention steps shall be taken based on the level of severity of infraction as outlined in the Student Code of Conduct and this Policy.

4. Stakeholder Responsibilities

A. By August 2009, each school principal shall create a School Safety team and designate one of its members as a School Safety Liaison and contact who shall serve on a district School Safety team that address acts of violence and school safety. The district's Safety Investigation's Officer will be head the School Safety Team. At minimum, school teams should include staff members from administration, guidance, and instruction. These persons will serve as the key school based personnel who will receive prevention/safety training and assist in the dissemination of prevention/safety procedures, intervention, and curriculum, for bullying and other issues that impact the school culture and welfare of students and staff.

B. The Academic Services' Office, in collaboration with other District departments, will collaborate with school based staff members, families, and community stakeholders to utilize this Policy and associated procedures to promote academic success, enhance resiliency, build developmental assets, and promote protective factors within each school by ensuring that each and every staff member and student is trained on violence prevention. These trainings will work to create a climate within each school and within the District that fosters the safety and respect of children and the belief that adults are there to protect and help them. Additionally, students and staff (including but not limited to school based employees, administrators, district personnel, counseling staff, bus drivers) will be given the skills, training, and tools needed to create the foundation for preventing, identifying, investigating, and intervening when issues of bullying arise.

C. The Parent Services' Office, in collaboration with other District departments, will train a wide range of community stakeholders, profit, non-profit, School Resource Officers, and faith based agencies to provide the dissemination and support of violence prevention curriculums to students, their families and school staff. This collaboration will make effective use of available school district and community resources while ensuring seamless service delivery in which each and every school and student receives an equitable foundation of violence prevention.

D. The District School Safety Team will serve as the coordinators and trainers of prevention/safety for all school staff and outside agencies/community partners. The District Safety Team will receive training in violence prevention programs. These team will ensure that these programs are evidence-based and proven. The team will be responsible for implementing the evidence-based interventions and proven programs within each of their schools.

E. The Parent Services' Office, in collaboration with other District departments, will provide opportunities and encourage parents to participate in prevention efforts with their children in meaningful and relevant ways that address the academic, social, and health needs of their children. The District will offer parents and parent associations' trainings on violence prevention as well as knowledge of and/or opportunity to participate in any violence prevention initiatives currently taking place in their school via the district and school websites, open houses, and school newsletters. Training will provide resources and support for parents by linking them with internal supports as well as referral to community-based resources as needed.

F. Evaluations to determine the effectiveness and efficiency of the services being provided will be conducted at least every three years and shall include data-based outcomes.

G. The Superintendent, other district administrators, as well as school principals, will be held accountable for implementation of these student support services consistent with the standards of this policy. These administrators will take steps to assure that student support services are fully integrated with their instructional components at each school as well as in policy and practice.

V. Training for all Stakeholders

- At the beginning of each school year, the school principal/designee and or appropriate area/district administrator shall provide awareness of this policy, as well as the process for reporting incidents, investigation and appeal, to students, school staff, parents, or other persons responsible for the welfare of a pupil through appropriate references in the Student Code of Conduct, Employee Handbooks, the school website, and/or through other reasonable means.

VI. Consequences

A. Committing an act of bullying or harassment

1. Concluding whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. The physical location or time of access of a computer-related incident cannot be raised as a defense in any disciplinary action.
2. Consequences and appropriate remedial action for students who commit acts of bullying or harassment may range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the Code of Student Conduct.
3. Consequences and appropriate remedial action for a school employee, found to have committed an act of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements. Additionally, gross acts of harassment by certified educators may result in a sanction against an educator's state issued certificate.
4. Consequences and appropriate remedial action for a visitor or volunteer, found to have committed an act of bullying or harassment, shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

B. Wrongful and intentional accusation of an act of bullying or harassment

1. Consequences and appropriate remedial action for a student, found to have wrongfully and intentionally accused another as a means of bullying or harassment, range from positive behavioral interventions up to and including suspension or expulsion, as outlined in the Code of Student Conduct.
2. Consequences and appropriate remedial action for a school employee, found to have wrongfully and intentionally accused another as a means of bullying or harassment, shall be determined in accordance with District policies, procedures, and agreements.
3. Consequences and appropriate remedial action for a visitor or volunteer, found to have wrongfully and intentionally accused another as a means of bullying or harassment shall be determined by the school administrator after consideration of the nature and circumstances of the act, including reports to appropriate law enforcement officials.

C. Reporting an Act of Bullying or Harassment

1. At each school, the principal or the principal's designee shall be responsible for receiving complaints alleging violations of this policy.
2. All school employees are required to report alleged violations of this policy to the principal or the principal's designee.
3. All other members of the school community, including students, parents/legal guardians, volunteers, and visitors are encouraged to report any act that may be a violation of this policy anonymously or in person to the principal or principal's designee.
4. The principal of each school in the District shall establish and prominently publicize to students, staff, volunteers, and parents/legal guardians, how a report of bullying or harassment may be filed either in person or anonymously and how this report will be acted upon.
5. The victim of bullying or harassment, anyone who witnessed the bullying or harassment, and anyone who has credible information that an act of bullying or harassment has taken place may file a report of bullying or harassment.
6. A school employee, school volunteer, student, parent/legal guardian or other persons who promptly reports in good faith an act of bullying or harassment to the appropriate school official and who makes this report in compliance with the procedures set forth in the District policy is immune from a cause of action for damages arising out of the reporting itself or any failure to remedy the reported incident.
7. Submission of a good faith complaint or report of bullying or harassment will not affect the complainant or reporter's future employment, grades, learning or working environment, or work assignments.
8. Any written or oral reporting of an act of bullying or harassment shall be considered an official means of reporting such act(s).

9. Reports may be made anonymously, but formal disciplinary action may not be based solely on the basis of an anonymous report.

D. Investigation of a Report of Bullying or Harassment

1. The investigation of a reported act of bullying or harassment is deemed to be a school-related activity and shall begin with a report of such an act.
2. The principal or designee shall select an individual(s), employed by the school and trained in investigative procedures, to initiate the investigation. The person may not be the accused perpetrator (harasser or bully) or victim.
3. Documented interviews of the victim, alleged perpetrator, and witnesses shall be conducted privately, separately, and shall be confidential. Each individual (victim, alleged perpetrator, and witnesses) will be interviewed separately and at no time will the alleged perpetrator and victim be interviewed together.
4. The investigator shall collect and evaluate the facts including but not limited to:
    i. Description of incident(s) including nature of the behavior;
    ii. Context in which the alleged incident(s) occurred;
    iii. How often the conduct occurred;
    iv. Whether there were past incidents or past continuing patterns of behavior;
    v. The relationship between the parties involved;
    vi. The characteristics of parties involved, *i.e.*, grade, age;
    vii. The identity and number of individuals who participated in bullying or harassing behavior;
    viii. Where the alleged incident(s) occurred;
    ix. Whether the conduct adversely affected the student's education, educational environment or mental well-being;
    x. Whether the alleged victim felt or perceived an imbalance of power as a result of the reported incident; and
    xi. The date, time, and method in which the parents/legal guardians of all parties involved were contacted.
5. Whether a particular action or incident constitutes a violation of this policy shall require a determination based on all the facts and surrounding circumstances and shall include but not limited to:
    i. Recommended remedial steps necessary to stop the bullying and/or harassing behavior; and
    ii. A written final report to the principal.
6. The maximum of ten (10) school days shall be the limit for the initial filing of incidents and completion of the investigative procedural steps.
7. The highest level of confidentiality possible will be upheld regarding the submission of a complaint or a report of bullying and/or harassment and the investigative procedures that follow.

E. Investigation to Determine Whether a Reported Act of Bullying or Harassment is Within the Scope of the District

1. The principal or designee will assign an individual(s) who is trained in investigative procedures to initiate an investigation of whether an act of bullying or harassment is within the scope of the School District.
2. The trained investigator(s) will provide a report on results of investigation with recommendations for the principal to make a determination if an act of bullying or harassment falls within the scope of the District.
    i. If it is within the scope of the District, a thorough investigation shall be conducted.
    ii. If it is outside the scope of the District and determined a criminal act, the principal shall refer the incident(s) to appropriate law enforcement.
    iii. If it is outside the scope of the District and determined not a criminal act, the principal or designee shall inform the parents/legal guardians of all students involved.

F. Notification to Parents/Guardians of Incidents of Bullying or Harassment

1. Immediate notification to the parents/legal guardians of a victim of bullying or harassment.
    i. The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by

this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

ii. If the bullying incident results in the perpetrator being charged with a crime, the principal, or designee, shall by telephone or in writing by first class mail, inform the parents/legal guardian of the victim(s) involved in the bullying incident about the Unsafe School Choice Option (No Child Left Behind, Title IX, Part E, Subpart 2, Section 9532) that states ". . .a student who becomes a victim of a violent criminal offense, as determined by State law, while in or on the grounds of a public elementary school or secondary school that the student attends, be allowed to attend a safe public elementary school or secondary school within the local educational agency, including a public charter school."

2. Immediate notification to the parents/legal guardians of the perpetrator of an act of bullying or harassment.

   The principal, or designee, shall promptly report via telephone, personal conference, and/or in writing, the occurrence of any incident of bullying or harassment as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident(s) has been initiated. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

3. Notification to local agencies where criminal charges may be pursued.

   Once the investigation has been completed and it has been determined that criminal charges may be pursued against the perpetrator, all appropriate local law enforcement agencies will be notified by telephone and/or in writing.

G. Referral of Victims and Perpetrators of Bullying or Harassment for Counseling

When bullying or harassment is suspected or when a bullying incident is reported, counseling services shall be made available to the victim(s), perpetrator(s), and parents/guardians.

1. The teacher or parent/legal guardian may request informal consultation with school staff, *e.g.*, school counselor, school psychologist, to determine the severity of concern and appropriate steps to address the concern. The teacher may request that the involved student's parents or legal guardian are included.
2. School personnel or the parent/legal guardian may refer a student to the school intervention team for consideration of appropriate services. Parent or legal guardian involvement shall be required when the student is referred to the intervention team.
3. If a formal discipline report or formal complaint is made, the principal or designee must refer the student(s) to the school intervention team for determination of counseling support and interventions. Parent or legal guardian involvement shall be required.
4. The intervention team may recommend
   i. Counseling and support to address the needs of the victims of bullying or harassment;
   ii. Research-based counseling or interventions to address the behavior of the students who bully and harass others, *e.g.*, empathy training, anger management; and/or
   iii. Research-based counseling or interventions which include assistance and support provided to parents/legal guardians, if deemed necessary or appropriate.

H. Reporting Incidents of Bullying and Harassment

1. Incidents of bullying or harassment shall be reported in the school's report of data concerning school safety and discipline data required under s. 1006.09(6), F.S. The report shall include each incident of bullying or harassment and the resulting consequences, including discipline and referrals. The report shall also include each reported incident of bullying or harassment that did not meet the criteria of a prohibited act under this section with recommendations regarding such incidents.
2. The District will utilize Florida's School Environmental Safety Incident Reporting (SESIR) Statewide Report on School Safety and Discipline Data, which includes bullying/harassment as an incident code as well as bullying-related as a related element code.

i. Bullying and/or harassment incidents shall be reported and coded appropriately in SESIR using the relevant incident code and the bullying-related code as indicated in the *Code of Student Conduct*. .

3. Discipline and referral data shall be recorded in Student Discipline/Referral Action Report and Automated Student Information System.
4. The District shall provide bullying incident, discipline, and referral data to the Florida Department of Education in the format requested, through Survey 5 from Education Information and Accountability Services, and at designated dates provided by the Department of Education.

I. Instruction on Identifying, Preventing, and Responding to Bullying or Harassment

1. The District shall ensure that schools sustain healthy, positive, and safe learning environments for all students. It is committed to maintain a social climate and social norms in all schools that prohibit bullying and harassment. This requires the efforts of everyone in the school environment – teachers; administrators; counselors; school nurses; other nonteaching staff such as bus drivers, custodians, cafeteria workers; school librarians; parents/legal guardians; and students.
2. Students, parents/legal guardians, teachers, school administrators, counseling staff, and school volunteers shall be given instruction at a minimum on an annual basis on the District's policy and regulations against bullying and harassment. The instruction shall include evidence-based methods of preventing bullying and harassment as well as how to effectively identify and respond to bullying in schools.

J. Reporting to a Victim's Parents/Legal Guardians the Actions Taken to Protect the Victim

The principal or designee shall by telephone and/or in writing report the occurrence of any incident of bullying as defined by this policy to the parent or legal guardian of all students involved on the same day an investigation of the incident has been initiated. According to the level of infraction, parents/legal guardians will be notified by telephone and/or writing of actions being taken to protect the child; the frequency of notification will depend on the seriousness of the bullying or harassment incident. Notification must be consistent with the student privacy rights under the applicable provisions of the Family Educational Rights and Privacy Act of 1974 (FERPA).

K. Publicizing the Policy

1. At the beginning of each school year, the Superintendent or designee shall, in writing, inform school staff, parents/legal guardians, or other persons responsible for the welfare of a student of the District's student safety and violence prevention policy.
2. Each District school shall provide notice to students and staff of this policy through appropriate references in the *Code of Student Conduct* and employee handbooks and through other reasonable means.
3. The Superintendent shall also make all contractors contracting with the District aware of this policy.
4. Each school principal shall develop an annual process for discussing the school district policy on bullying and harassment with students.
5. Reminders of the policy and bullying prevention messages such as posters and signs will be displayed around each school and on the District school buses.

VIII. WEAPONS PROHIBITED

A. Students must not bring or possess weapons on campus, at any school activity, or on school-sponsored transportation, including designated bus stops. For use in this policy, weapons shall include but not be limited to the following: air rifle, BB or pellet gun, rifle, shot gun, zip gun, stun gun, pistol, ammunition or explosive device (no matter how limited), incendiary device, ice pick, knife, box cutter, pocket knife, machete, hypodermic needle(s), laser pointer, brass knuckles, club, nunchakus, razor blade, self-defense sprays (such as mace or pepper gas), sling shot, spear, sword, or any item used with intent to cause bodily harm to another individual.

B. The principal or designee will immediately contain/remove the student from the class or school campus and investigate the alleged offense. After the investigation has been completed, the principal may complete procedures for suspension for up to five days.

C. The use and/or possession of a weapon other than a firearm, imitation firearm, or explosive device will result in suspension, expulsion, or other disciplinary action.

D. All incidents involving weapons will be referred to law enforcement. Willful and knowing possession of these weapons (listed in A above) may be a misdemeanor or third degree felony.

E. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

IX. CERTAIN DRUGS PROHIBITED

A. The use, distribution, sale and/or unlawful possession of mood modifiers, controlled substances or alcohol on campus, at school activities, or on school-sponsored transportation, including designated bus stops, is strictly prohibited. If, after an investigation, a student has been determined to be in violation of this section, he or she will be referred to the School Board for expulsion.

B. **All incidents involving unlawful possession, use or sale of controlled substances, including alcohol, will be reported to law enforcement.**

C. With written parent/guardian permission, using Form GCSB 893, a prescribed or nonprescribed medication may be given to a student by authorized school personnel. (See School Board rule 5.62.)

D. In implementing this policy, the district will comply with all local, state, federal laws and guidelines.

X. PROCEDURES FOR STUDENT TRANSFER-FELONY CHARGES

A. Section 1006.09, Florida Statutes provides for the transfer to an alternative program of a student enrolled at school who:

1. has been formally charged with a felony, or with a delinquent act which would be a felony if committed by an adult, by a prosecuting attorney; and

2. the incident for which he/she has been charged occurred on other than school property, and

3. under circumstances in which the student would not already be subject to the rules and regulations of the Gadsden County Schools; and

4. the incident would have an adverse impact on the educational program, discipline or welfare of the school in which the student is enrolled.

B. If the principal proposes a felony transfer, he/she will, in accordance with Section 1006.09(2), Florida Statutes, conduct an administrative hearing for the purpose of determining whether or not the student should be assigned to an alternative program pending determination of his/her guilt or innocence, or the dismissal of the charge, by a court of competent jurisdiction. The following procedures shall be followed if the principal proposes a felony transfer.

1. Upon receiving proper notice that a student has been formally charged with a felony or with a delinquent act which would be a felony if committed by an adult, the principal shall notify the parent/guardian of the student, in writing of the specific charges against the student and of the right to a hearing.

2. Such notice shall set a date for the hearing which shall not be less than two (2) schools days nor more than five (5) school days from date of postmark or delivery. It shall also advise the parent/guardian of the conditions under which a waiver of discipline may be granted.* A hearing can be held without the attendance of the parent/guardian after proper notification.

***Waiver of Discipline:**
any pupil who is subject to discipline or expulsion for unlawful possession or use of any substance controlled under chapter F.S. 893, may request a waiver of the discipline code:

a. If the pupil divulges information leading to the arrest and conviction of the person who supplied such controlled substance to him/her, or if the pupil voluntarily discloses his/her unlawful possession of such controlled substance prior to his/her arrest. Any information divulged which leads to such arrest and conviction is not admissible in evidence in a subsequent criminal trial against the pupil divulging such information, or

b. If the pupil commits himself/herself, or is referred by the court in lieu of sentence, to a state licensed drug abuse program and successfully completes the program. Florida Statues 1006.09.

3. The hearing shall be conducted by the principal, or designee, and may be attended by the student, the parent/guardian, the student's representative or counsel, and any witnesses requested by the student or the principal.

4. The student may speak in his/her own defense, may present any evidence indicating his/her eligibility for waiver of disciplinary action, and may be questioned on his/her testimony. However, the student shall not be threatened with punishment or later punished for refusal to testify.

5. In conducting the hearing, the principal/designee shall not be bound by rules of evidence or any other courtroom procedure and no transcript of testimony shall be required.

6. Following the hearing, the principal shall provide the student and parent/guardian with a decision, in writing, as to whether or not student transfer for felony charges will be made, and if so, the effective date of such transfer. In arriving at this decision, the principal shall consider the conditions under which a waiver of discipline may be granted, and may grant such a waiver when she/he determines such action to be in the best interests of the school and the student.

7. If the court determines that the pupil did commit the felony or delinquent act which would have been a felony if committed by an adult, the principal may recommend that the student be expelled. This expulsion, however, shall not affect the delivery of educational services to the pupil in any residential, nonresidential, alternative, daytime, or evening program outside of the regular school setting. (F.S. 1006.09)

8. If a student is convicted or is found to have committed, a felony or a delinquent act, which would be a felony if committed by an adult, regardless of whether adjudication is withheld, participation in interscholastic, athletic, and extra-curricular activities will be withheld.

XI. SUSPENSION/EXPULSION

Suspension, also referred to as out-of-school suspension, is the temporary removal of a student from all classes of instruction on public school grounds and all other school sponsored activities, except as authorized by the principal or principal's designee for a period not to exceed ten (10) school days. During the suspension, the student is remanded to the custody of the parent/guardian with specific homework assignments for the student to complete. Expulsion is the removal of the right and obligation of a student to attend a public school under conditions set by the School Board, and for a period of time not to exceed the remainder of the term or school year and one (1) additional year of attendance. Expulsions may be imposed with or without continuing educational services and shall be reported accordingly.

A. The principal must follow all procedures for suspensions/expulsions. Only the School Board can expel students.

B. If a student is suspended or expelled from school, the student will not be allowed to attend any other school or school activity in the district until the time of suspension or expulsion has ended, or the School Board or the Superintendent has assigned an alternative setting. Failure to adhere to this rule could result in the extension of the suspension/expulsion and/or arrest.

C. Computerized records must be kept on all disciplinary actions that involve suspension/expulsion, and alternative placement.

D. The following are procedures for suspension:
   1. Before suspending a student, the principal/designee will investigate the alleged offense, giving the student a chance to tell his/her side of the story and obtain written statements from witnesses, if appropriate.

   2. When a student is suspended from school, an immediate attempt will be made to contact the parent/guardian(s). The student, the parents/guardians, and the Superintendent will be sent written notice (suspension form) within twenty-four hours.

   3. The suspension by the principal may not be for more than ten days. No student will be suspended for more than five days without a school hearing which will adhere to the following procedures:

      a. A suspension form will be completed giving the date for the hearing (usually on the third or fourth day of the suspension), and it will also include the time, place, and the purpose for the hearing.
      b. The hearing will be video and/or audio taped.
      c. The student may bring witnesses to speak for him/her, ask other witnesses questions, and tell his/her side of the story.

d. This hearing should include the student and his/her parent/guardian(s) and may also include teachers, administrators, guidance counselors, school psychologists, and/or others as appropriate.

e. Decisions will be based on the information presented.

f. At the end of the hearing, the principal will tell the student and the parent/guardian(s) verbally and later in writing what he/she has decided to do about the misbehavior. The Principal may extend the suspension up to 10 days.

E. The following are procedures for an expellable offense:

1. When a student commits an expellable offense (see Zero Tolerance Policy), the Principal/Designee investigates. If after the investigation it is deemed necessary to continue the expulsion process, the Principal/Designee notifies:
   a. parent/guardian of suspension and sets a hearing date (hand delivered)
   b. the District Office
   c. ESE, ESOL and School Psychologist (if appropriate)

2. At the school hearing the following will be present:
   a. student
   b. parent/guardian
   c. school personnel
   d. district personnel
   e. witnesses
   f. other appropriate personnel

3. The following guidelines will be adhered to at the school hearing:
   a. The Principal/Designee will chair the hearing.
   b. All information discussed will be recorded.
   c. Everyone involved in the incident may give his/her side of the story.
   d. All pertinent information will be discussed including the student's discipline, attendance, and academic records and other significant information such as police and witness reports.
   e. The recommendations of the Principal/Designee may also include, but not be limited to, alternative programs, counseling, community service, drug and rehabilitative treatment centers, extended suspension, and expulsion.
   f. If expulsion is recommended to the Superintendent, the suspension is extended for a total of 10 days. The parent/guardian is notified of the date of the School Board Meeting.
   g. The parent/guardian has the right to request a School Board Hearing prior to the School Board Meeting.

4. If the Superintendent concurs with the Principal's decision, he will make a recommendation to the School Board. If the Superintendent does not agree with the expulsion recommendation, the student will be allowed to return to school.

5. All recommendations for expulsion are placed on the School Board agenda for final action. The Superintendent will give to the Board, prior to the School Board meeting, background information on the student. The Board will act upon the recommendation of the Superintendent.
   The principal making the recommendation for expulsion must be present when the case goes before the School Board .

XII. CORPORAL PUNISHMENT

Corporal punishment is prohibited.

XIII. COLLECTION OF EVIDENCE / SEARCH AND SEIZURE

The right of students as citizens to be free from unreasonable search shall be preserved in the schools. However, the principal or designee has the right to collect evidence as necessary to provide for the safe and orderly operation of the school and all of its functions. These may include, but not be limited to, the following measures:

A. General Search. In all cases of search the responsible school officials shall maintain an accurate written summary of the events surrounding the search incident.

B. Lockers. Lockers remain the property of the school and are provided to students without charge. The rights of personal property, however, as well as the rights of the school, must be afforded consideration. The school principal or his designee is authorized to open lockers in the presence of another witness and to examine their contents to include personal belongings of students when such person has reasonable suspicion to believe that the contents threaten the safety, health, or welfare of any student or include property stolen from the school personnel or other students. This policy does not preclude administrators from being able to randomly search lockers. Appropriate notices will be posted to this effect.

C. Personal Search. With reasonable suspicion, the administrator/designee may conduct a personal search of a student. Personal search may include: emptying of pockets, removal of shoes and socks, and removal of jacket. FRISKING AND STRIP SEARCHES ARE PROHIBITED.

D. Use of Metal Detectors. As part of an overall plan to protect the health, welfare, safety, and lives of students, faculty, staff, and visitors to the public schools, and to enforce provisions of the Code of Student Conduct, metal detectors may be used to scan and screen for firearms, imitation firearms, and other weapons which have no place in public schools due to the fact that they are life threatening, cause bodily harm, and have adverse and disruptive effects on the educational process.

E. Search of Vehicles. Any motor vehicle parked on school property may be searched by the site administrator or designee with reasonable suspicion. Appropriate notices will be posted to this effect.

F. Use of Video Cameras. For the health, welfare, and safety of students, faculty, and staff, video cameras may be used on school buses and in school facilities as appropriate.

G. Drug-Sniffing Dog. In searching for illegal objects or substances in students' lockers or other school areas, a trained drug-sniffing dog may be used. The search procedure shall consist of the following:

1. Contact the Superintendent or his designee for approval.
2. The search will be conducted to avoid contact between students and the dog.
3. Contact the local law enforcement office and obtain a certified officer and a certified drug-sniffing dog, if drugs are suspected.

PROCEDURES FOR THE DISCIPLINE OF PREKINDERGARTEN STUDENTS

The use of corporal punishment, humiliation, total or extended isolation, and/or withholding of food is prohibited as a form of discipline for prekindergarten students. (ACYF/HS 4.02;45 CFR 1304). When necessary, additional assistance will be acquired to provide for the needs of individual children.

Definitions specific to this policy:

Corporal Punishment - Paddling, slapping, pulling of hair, pinching, or any other means of causing bodily harm.

Denial of Participation in Extracurricular Activities - Denying a child the opportunity to participate in out-of-class activities such as field trips or parties. When necessary, additional assistance will be acquired to provide for the needs of individual children.

Extended Isolation in the Classroom - Denying a child the opportunity to participate in classroom activities for an unreasonable period of time. (e.g. long periods in time out).

Humiliation - Using derogatory remarks when referring to a child, name calling, or any other action that could lower the pride, dignity, or self-respect of a student.

Withholding of Food - Denying a child food that is provided to his/her peers such as dessert, snack, party foods, etc.

Total Isolation - Placing a child out of view of a responsible adult.

Suspension- The temporary removal of a child from his regular school program or the school bus.

Expulsion - The removal of the right and obligation of a child to attend a public school under conditions set by the School Board for a period of time not to exceed the remainder of the school year and one (1) additional year of attendance.

Suspension and/or expulsion are NOT RECOMMENDED in disciplining prekindergarten children. These procedures should only be used for the safety, health, or welfare of any student, teacher, or staff member.

If a child's problem behavior is extensive or has escalated over a period of time, this may be an indicator of a physical or emotional problem and a referral to the prekindergarten office and the student study team may be needed.

PROCEDURES FOR THE DISCIPLINE OF STUDENTS WITH DISABILITIES
(as defined under Section 504 Rehab Act 1973, ADA & IDEA)

6A-6.03312. Discipline Procedures for Students with Disabilities

For students with disabilities whose behavior impedes their learning or the learning of others, strategies, including positive behavioral interventions and supports to address that behavior must be considered in the development of their **individual educational plans (IEPs)**. School personnel may consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the requirements and procedures in this rule, is appropriate for a student with a disability who violates a code of student conduct.

(1) Definitions applicable to discipline of students with disabilities. For purposes of this rule, the following definitions apply:

(a) Change of placement because of disciplinary removals. For the purpose of removing a student with a disability from the student's current educational placement as specified in the student's IEP under this rule, a change of placement occurs when:

1. The removal is for more than ten (10) consecutive school days, or
2. The student has been subjected to a series of removals that constitutes a pattern that is a change of placement because the removals cumulate to more than ten (10) school days in a school year, because the student's behavior is substantially similar to the student's behavior in previous incidents that resulted in the series of removals, and because of additional factors, such as the length of each removal, the total amount of time the student has been removed, and the proximity of the removals to one another. A school district determines on a case-by-case basis whether a pattern of removals constitutes a change of placement, and this determination is subject to review through due process and judicial proceedings.

(b) Controlled substance. A controlled substance is a drug or other substance identified under schedules I, II, III, IV, or V of the Controlled Substances Act, 21 U.S.C. 812(c) and Section 893.02(4), Florida Statutes.

(c) Illegal drug. An illegal drug means a controlled substance but does not include a substance that is legally possessed or used under the supervision of a licensed health-care professional or that is legally possessed or used under any other authority under the Controlled Substances Act, 21 U.S.C. 812(c) or under any other provision of federal law.

(d) Serious bodily injury. Serious bodily injury means bodily injury which involves a substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ, or mental faculty

(e) Weapon. Weapon means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade that is less than two and one half (2½) inches in length.

(f) Manifestation determination. A manifestation determination is a process by which the relationship between the student's disability and a specific behavior that may result in disciplinary action is examined.

(g) Interim alternative educational setting. An **interim alternative educational setting (IAES)** is a different location where educational services are provided for a specific time period due to disciplinary reasons and that meets the requirements of this rule.

(2) Authority of school personnel. Consistent with the school district's Code of Student Conduct and to the extent that removal would be applied to students without disabilities, school personnel may:

(a) Remove a student with a disability who violates a code of student conduct from the student's current placement for not more than ten (10) consecutive school days.

(b) Further remove a student with a disability for not more than ten (10) consecutive school days in that same school year for separate incidents of misconduct, as long as those removals do not constitute a change in placement as defined in this rule.

(3) Manifestation determination. A manifestation determination, consistent with the following requirements, must be made within ten (10) days of any decision to change the placement of a student with a disability because of a violation of a code of student conduct.

(a) In conducting the review, the school district, the parent/guardian, and relevant members of the IEP Team (as determined by the parent/guardian and the school district) must:

1. Review all relevant information in the student's file, including any information supplied by the parents/guardians of the student, any teacher observations of the student, and the student's current IEP; and

2. Determine whether the conduct in question was caused by, or had a direct and substantial relationship to the student's disability or whether the conduct in question was the direct result of the school district's failure to implement the IEP.

(b) If the school district, the parent/guardian, and relevant members of the IEP Team determine that a condition in subparagraph (a)2. above was met, the conduct must be determined to be a manifestation of the student's disability and the school district must take immediate steps to remedy those deficiencies.

(c) If the school district, the parent/guardian, and relevant members of the IEP Team determine that the conduct was a manifestation of the student's disability, the IEP Team must either:

1. Conduct a functional behavioral assessment, unless the school district had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the student; or

2. If a behavioral intervention plan already has been developed, review it and modify it, as necessary, to address the behavior; and

3. Except as provided in subsection (6) of this rule, return the student to the placement from which the student was removed, unless the parent/guardian and the school district agree to a change in placement as part of the modification of the behavior intervention plan.

(d) For disciplinary changes of placement, if the behavior that gave rise to the violation of a code of student conduct is determined not to be a manifestation of the student's disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner and for the same duration in which they would be applied to students without disabilities, except that services consistent with subsection (5) of this rule must be provided to the student with a disability.

(e) If a parent/guardian disagrees with the manifestation determination decision made by the IEP Team pursuant to this rule, the parent/guardian may appeal the decision by requesting an expedited due process hearing as described in subsection (7) of this rule.

(4) On the date on which a decision is made to make a removal that constitutes a change of placement of a student with a disability because of a violation of a code of student conduct, the school district must notify the

parent/guardian of the removal decision and provide the parent/guardian with a copy of the notice of procedural safeguards as referenced in these rules.

(5) Free appropriate public education for students with disabilities who are suspended or expelled or placed in an IAES.

(a) A school district is not required to provide services to a student with a disability during removals totaling ten (10) school days or less in that school year, if services are not provided to students without disabilities who are similarly removed.

(b) Students with disabilities who are suspended or expelled from school or placed in an IAES must continue to receive educational services, including homework assignments in accordance with Section 1003.01, Florida Statutes, so as to enable the student to continue to participate in the general curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications designed to address the behavior violation so that it does not recur.

(c) After a student with a disability has been removed from the current placement for ten (10) school days in the school year, if the current removal is not more than ten (10) consecutive school days and is not a change of placement under this rule, school personnel, in consultation with at least one of the student's special education teacher(s), shall determine the extent to which services are needed so as to enable the student to continue to participate in the general curriculum, although in another setting, and to progress toward meeting the goals in the student's IEP.

(d) If the removal is a change of placement under this rule, the student's IEP Team determines appropriate services under paragraph (b) of this subsection.

(6) Special Circumstances and Interim Alternative Educational Setting (IAES).

(a) School personnel may remove a student to an IAES for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability, if the student:

1. Carries a weapon to or possesses a weapon at school, on school premises, or to a school function under the jurisdiction of a state education agency or a school district;

2. Knowingly possesses or uses illegal drugs. or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of a state education agency or a school district; or

3. Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of a state education agency or a school district.

(b) On the date on which a decision is made to make a removal that constitutes a change of placement because of a violation of a code of student conduct, the school district must notify the parent/guardian of that decision and provide the parent/guardian with a copy of the notice of procedural safeguards as referenced in Rules 6A-6.03011 through 6A-6.0361, FAC.

(7) Appeal and Expedited Hearings.

(a) An expedited hearing may be requested:

1. By the student's parent/guardian if the parent/guardian disagrees with a manifestation determination or with any decision not made by an **administrative law judge (ALJ)** regarding a change of placement under this rule, or

2. By the school district if it believes that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

(b) The school district may repeat the procedures for expedited hearings if it believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.

(c) Expedited due process hearings requested under this subsection shall be conducted by an ALJ for the Division of Administrative Hearings, Department of Management Services, on behalf of the Department of Education, and shall be held at the request of either the parent/guardian or the school district regarding disciplinary actions. These hearings must meet the requirements prescribed in Rules 6A-6.03011 through 6A-6.0361, FAC., except that the hearing must occur within twenty (20) school days of the date the request for due process is filed and an ALJ must make a determination within ten (10) school days after the hearing. In addition, unless the parents/guardians and the school district agree in writing to waive the resolution meeting described herein or agree to use the mediation process set forth in these rules:

1. A resolution meeting must occur within seven (7) days of receiving notice of the request for expedited due process hearing; and

2. The expedited due process hearing may proceed unless the matter has been resolved to the satisfaction of both parties within fifteen (15) days of the receipt of the request for expedited due process hearing.

(d) The decision of the ALJ rendered in an expedited hearing may be appealed by bringing a civil action in a federal district or state circuit court, as provided in Section 1003.57(5), Florida Statutes.

(8) Authority of an ALJ. An ALJ hears and makes a determination regarding an appeal and request for expedited due process hearing under this subsection and, in making the determination:

(a) An ALJ may return the student with a disability to the placement from which the student was removed if the ALJ determines that the removal was a violation of this rule or that the student's behavior was a manifestation of the student' disability; or

(b) Order a change of placement of the student with a disability to an appropriate IAES for not more than forty-five (45) school days if the ALJ determines that maintaining the current placement of the student is substantially likely to result in injury to the student or to others.

(c) The procedures under this subsection may be repeated, if a school district believes that returning the student to the original placement is substantially likely to result in injury to the student or to others.

(9) Student's Placement During Appeals/Expedited Due Process Proceedings. When an appeal under subsection (7) has been made by either the parent/guardian or the school district, the student must remain in the IAES determined by the IEP team pending the decision of the ALJ or until the expiration of the time period specified by school personnel, including expulsion for a student where no manifestation was found, unless the parent/guardian and the Department of Education or school district agree otherwise.

(10) Protections for Students not Determined Eligible for Special Education and Related Services. A regular education student who has engaged in behavior that violated a code of student conduct may assert any of the protections afforded to a student with a disability under this rule if the school district had knowledge of the student's disability before the behavior that precipitated the disciplinary action occurred.

(a) Basis of knowledge. A school district is deemed to have knowledge that a student is a student with a disability if:

1. The parent/guardian has expressed concern in writing to supervisory or administrative personnel of the appropriate school district, or a teacher of the student, that the student needs special education and related services;

2. The parent/guardian has requested an evaluation to determine whether the student is in need of special education and related services; or

3. The teacher of the student, or other school district personnel, expressed specific concerns about a pattern of behavior demonstrated by the student directly to the school district's special education director or to other supervisory school district personnel.

(b) Exception. A school district would not be deemed to have knowledge of a disability under paragraph (a) if:

1. The parent/guardian of the student has not allowed an evaluation pursuant to Rules 6A-6.03011 through 6A-6.0361, FAC., or has refused special education and related services under Rules 6A6.03011 through 6A-6.0361, FAC.; or

2. The school district conducted an evaluation in accordance with Rules 6A-6.03011 through 6A-6.0361, FAC., and determined that the student was not a student with a disability.

(c) Conditions that Apply if No Basis of Knowledge.

1. If the school district has no knowledge that the student is a student with a disability prior to disciplinary action, the student may be disciplined in the same manner as a student without a disability who engages in comparable behaviors.

2. If an evaluation request is made for the student during the time period of the disciplinary action, the evaluation must be conducted in an expedited manner. Until the evaluation is completed, the student remains in the educational placement determined by school authorities, which can include suspension or expulsion without educational services. If the student is determined to be a student with a disability, taking into consideration information from the evaluation and information provided by the parents/guardians, the school district shall provide special education and related services consistent with the requirements of this rule.

(11) Nothing in this rule prohibits a school district from reporting a crime committed by a student with a disability to appropriate authorities or prevents state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of Federal and State law to crimes committed by a student with a disability.

(12) Student Records in Disciplinary Procedures. School districts shall ensure that the special education and disciplinary records of students with disabilities are transmitted, consistent with the provisions of Section 1002.22, Florida Statutes, and Rule 6A-1.0955, FAC.:

(a) For consideration by the person making the final determination regarding the disciplinary action; and

(b) For consideration by the appropriate authorities to whom school districts report crimes.

(13) Disciplinary Records of Students with Disabilities. School districts shall include in the records of students with disabilities a statement of any current or previous disciplinary action that has been taken against the student and transmit the statement to the same extent that the disciplinary information is included in, and transmitted with, the student records of non-disabled students.

(a) The statement may be a description of any behavior engaged in by the student that required disciplinary action, a description of the disciplinary action taken, and any other information that is relevant to the safety of the student and other individuals involved with the student.

(b) If the student transfers from one school to another, the transmission of any of the student's records must include both the student's current IEP and any statement of current or previous disciplinary action that has been taken against the student.

(14) The principal may suspend a student with disabilities after preventive measures have been unsuccessful, and/or when an emergency situation requires immediate suspension. Some preventive measures may include the following:.

1. specific behavior management system
2. counseling (guidance counselor and/or school psychologist)
3. parent/guardian conference
4. in-school isolation
5. detention

(15) Multiple suspensions, excluding a student from school for more than ten (10) school days is not allowed. If there is a need to suspend the student for more than 10 school days, the principal must request an IEP/accommodation plan review. The staffing committee shall review the student's program and determine if the disability is a precipitating factor of the inappropriate behavior. That decision shall be recorded on the IEP/accommodation plan and that information shall be used to revise the student's IEP/accommodation plan. The decision will be based on one of the following objectives:

1. to reflect the need for the use of suspension as a disciplinary tool or management strategy and/or
2. to modify the educational program and/or
3. to change the educational program and/or
4. to indicate that the exceptionality or disability is not a precipitating factor and that therefore the student is expected to behave in accordance with rules established in the Code of Student Conduct.

(16) If it is determined that the student's conduct is a manifestation of the student's disability an individual educational plan (IEP) or accommodation plan meeting shall be held to determine the adequacy of the current special program and related services. This meeting may occur in conjunction with the staffing meeting or as a separate meeting. Based upon the recommendations of the staffing committee, participants in an IEP/accommodation plan meeting shall consider and make recommendations concerning alternative program options which may include, among others, the following:

1. a change in disciplinary procedures used
2. additional related services
3. increased time in the current special program
4. provision of a special program in another setting
5. involvement with programs funded by other agencies

Any parent/guardian that has concerns about his/her child's behavior or academic performance should submit a written referral to the school's guidance counselor.

APPENDIX A

Rules/Procedures Relating to Student Records:

Student Records: The principal of each school shall be responsible for all student records and will ensure that all state and federal rules are followed. The Superintendent will make all rules available to principals.

I. Purposes. Rules cover all school records of all students.

II. Definitions:

A. Education Records: Records required by law containing information about the student

1. Category A - Permanent Information: student information that is required by law to be kept indefinitely.
2. Category B - Temporary Information: student information that may be kept for a short time then discarded or changed

B. Child: a person who is under 18 years of age

C. Pupil/Student: a person who is enrolled in a school

D. Eligible Student: a person who is 18 years old or older and who is enrolled in one or more offered educational programs by the Gadsden County district (see section IV.)

III. The Cumulative Record: The principal is responsible for all cumulative records. These records must be kept at school and may be relocated to other schools upon appropriate written request.

A. Content of Category A Records: Category A records contain the permanent report card and education records. These records are kept up to date and cannot be changed without the permission of the principal. The person making the change will initialize each change.

1. Student's birth certificate name
2. Birth date, place of birth, race, and sex
3. Current address of the student
4. Name of parent(s) or guardian(s)
5. Name of last school attended
6. Number of days present, absent
7. Date enrolled, date withdrawn
8. Classes/subjects taken, grades received
9. Date of graduation or program completion

B. Content of Category B Records:

1. Health information
2. Information about the student's family
3. Test scores
4. School and vocational plans
5. Honors and school activities
6. Reports of special classes required by law
7. List of schools attended
8. Driver education certificate
9. Letters from other groups

10. Written requests for permission to review the record
11. List of people who requested and received a copy of the record
12. Written information indicating any changes made in the record
13. Summary of state student assessment test results
14 Copies of exceptional student education placement reports as required by law.
15. Records of discipline, suspension, and expulsion
16. Records of counselors' and teachers' conferences with students
17. Free lunch applications, work experience interviews, and other records

IV. The following strategies may be used for an eligible student or parent/guardian to change or remove a portion of the student record:

A. A written request must be submitted to the principal, clearly identifying the part of the record to be changed, and specifying why it is inaccurate or misleading.

B. If the request is approved, the change or removal shall be made in writing and signed and dated by the eligible student or parent/guardian and a school official. The written agreement shall show only that the record has been corrected or a portion removed.

C. If the District denies the request for the change of record, the District will notify the eligible student or parent/guardian of the decision, advising them of their right to a hearing. Information regarding the hearing procedures will be provided to the eligible student or parent/guardian.

D. If a hearing is held and a decision is made to keep the record intact without the proposed change, the eligible student or parent/guardian may include a written statement in the record. The statement may indicate disagreement with the decision and state reasons for disagreement.

V. Procedures for Transfer of Education Records.

A. Records shall be transferred immediately upon written request from an eligible student or parent/guardian or from a school to which a student has transferred. The principal or designee shall transfer all Category A and Category B information and shall keep a copy of Category A information.

B. Records shall not be prohibited from transfer for unpaid fees or fines assessed by the school.

C. For all Gadsden County schools, current records shall be passed to a middle or high school upon student promotion to that school. This transfer will occur automatically without request.

D. If a school is closed by order of the School Board, student records shall be transferred to the school at which students will attend the following year. If students will not attend school the following year, the Superintendent shall decide where records will be kept.

APPENDIX B
GLOSSARY

***AGGRAVATED BATTERY** - Intentionally or knowingly causing great bodily harm, permanent disability, or permanent disfigurement or using a deadly weapon while committing a battery.

***ARMED ROBBERY** - The taking of money or other property which may be the subject of larceny from the person or custody of another, with intent to either permanently or temporarily deprive the person or the owner of the money or other property, when in the course of the taking there is the use of force, violence, assault, or putting in fear; with the use of a firearm, imitation firearm, or other deadly weapon (F.S. 812.13(1)&(2)(a)).

***ARSON** - To willfully and unlawfully, or while in the commission of any felony, by fire or explosion, damage or cause to be damaged: any dwelling, whether occupied or not, or its contents; any structure, or contents thereof, where persons are normally present; and any other structure that the person knew or had reasonable grounds to believe was occupied by a human being (F.S. 806.01(1)(a)-(c)).

ASSAULT - an intentional, unlawful threat by work or act to do violence to the person of another, coupled with an apparent ability to do so which creates a well-founded fear in such other person that such violence is imminent. (F.S 784.011)

BATTERY - the actual and intentional touching or striking of another person against his or her will or intentionally causing bodily harm to an individual (F.S. 784.03&784.045).

***BATTERY OR AGGRAVATED BATTERY ON A TEACHER OR OTHER SCHOOL PERSONNEL** - A battery or aggravated battery, as defined above, on any elected official or school district employee whether it is committed on school property, on school-sponsored transportation, during a school-sponsored activity or while the elected official or employee is on official school business.

BOMB THREAT – intentionally making a false report to any person concerning the placement of any bomb, dynamite, explosive, or arson-causing device.

BULLYING - Systematically and chronically inflicting physical hurt or psychological distress on one or more students, or employees. It is further defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by a student or adult, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve but is not limited to:

a. Unwanted teasing;
b. Social Exclusion;
c. Threatening;
d. Intimidation;
e. Stalking;
f. Cyberstalking;
g. Cyberbullying;
h. Physical violence;
i. Theft;
j. Sexual, religious, or racial harassment;
k. Public humiliation;
l. Rumor or spreading falsehoods; or
m. Destruction of school or personal property.

CHEMICAL/HAZARDOUS MATERIAL - Any chemical compounds or dangerous materials that may be used to cause harm or vulnerability to any person(s)

CORPORAL PUNISHMENT – Paddling by the principal/designee on the student's buttocks.

***DESTRUCTIVE DEVICE** - A destructive device is any bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing some type of explosive that is designed to explode and is capable of causing bodily harm or property damage (F.S. 790.001(4).

DUE PROCESS - A student has the right to a fair, reasonable, and impartial hearing for a broken or disobeyed rule. [F.S 1006.07]

ELECTRIC WEAPON OR DEVICE - any device which, through the application or use of electrical current, is designed, redesigned, used, or intended to be used for offensive or defensive purposes, the destruction of life, or the infliction of injury (F.S. 790.001(14).

EXCUSABLE ABSENCE – An absence caused by illness of the student or by serious illness or death in the family. Work missed may be made up by the student.

EXPLOSIVE (F.S. 790.001 (5) - any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including but not limited to dynamite, nitroglycerin, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators; but not including:
(a) Shotgun shells, cartridges, or ammunition for firearms;
(b) Fireworks as defined in s. 791.01(4)(a); means and includes any combustible or explosive composition or substance or combination of substances or, except as hereinafter provided, any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation. The term includes blank cartridges and toy cannons in which explosives are used, the type of balloons which require fire underneath to propel them, firecrackers, torpedoes, skyrockets, roman candles, dago bombs, and any fireworks containing any explosives or flammable compound or any tablets or other device containing any explosive substance.
(c) Smokeless propellant powder or small arms ammunition primers, if possessed, purchased, sold, transported, or used in compliance with F.. 552.241;

***EXPLOSIVE DEVICE, POSSESSION, USE OR SALE OF** - An explosive is any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including but not limited to dynamite, nitroglycerine, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators [F.S. 790.001(5)]. This category does not include Class-C common fireworks.

EXPULSION - Removal of the right and obligation of a student to attend a public school under conditions set by the School Board for a period of time not to exceed the remainder of the school year and one (1) additional year of attendance. Expulsion can also mean alternative placement.

EXTRACURRICULAR - any school-authorized or education-related activity occurring during or outside the regular instructional school day. [F.S. 1006.15]

***FALSE REPORT INVOLVING SCHOOL, SCHOOL PERSONNEL'S PROPERTY, SCHOOL TRANSPORTATION OR SCHOOL SPONSORED ACTIVITY** - Making a false report with intent to deceive, mislead, or otherwise misinform any person, concerning the placing or planting of any bomb, dynamite, or other deadly explosive.

Fighting - mutual participation in a hostile, physical encounter; mutual participation in an altercation involving physical violence

FIREARM - means any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. The term "firearm" does not include an antique firearm unless the antique firearm is used in the commission of a crime. **[F.S. 790.001(6)]**

***FIREARM, POSSESSION, USE, OR SALE OF** - Possession, use, or sale of any firearm, imitation firearm, on school property, school-sponsored transportation or during a school-sponsored activity. A firearm, imitation firearm, is any weapon (including a starter gun) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device; or any machine gun. [F.S. 790.001(6)]

GRIEVANCE PROCEDURE – The process of filing appropriate forms resulting from a complaint filed by a student. Forms may be obtained from the principal.

HARASSMENT - Any threatening, insulting or dehumanizing gesture, use of technology, computer software, or written, verbal or physical conduct directed against a student or school employee that:

1. Places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. Has the effect of substantially interfering with a student's educational performance, or employee's work performance, or either's opportunities, or benefits;
3. Has the effect of substantially negatively impacting a student's or employee's emotional or mental well-being; or
4. Has the effect of substantially disrupting the orderly operation of a school.

***HOMICIDE** (murder, manslaughter) - Murder--the unlawful killing of a human being (F.S. 782.04); and manslaughter--the killing of a human being by the act, procurement, or culpable negligence of another, without lawful justification (F.S. 782.07).

ILLICIT DRUG – A drug not allowed by law, custom, rule, etc.

IMITATION FIREARM – Any toy gun, replica of a firearm, air-soft gun that fires nonmetallic projectiles, or other device that is so substantially similar in coloration and overall appearance to a firearm.

***KIDNAPPING OR ABDUCTION** - Forcibly, secretly, or by threat confining, abducting, or imprisoning another person against their will and without lawful authority, with intent to: (1) hold for ransom or reward or as a shield or hostage; (2) commit or facilitate commission of any felony; (3) inflict bodily harm upon or to terrorize the victim or another person; and (4) interfere with the performance of any governmental or political function (F.S. 787.01(1)(a)1-4).

PERMISSIBLE ABSENCE - An absence which has the sanction of the parents/guardians and the school. This may include activities such as an individual educational trip or other extenuating circumstance. Any such individual educational trip must be planned by the parent/guardian and teacher, and a written report of the trip must be presented to the teacher. Work missed may be made up by the student.

PROHIBITED ITEMS - An item prevented by law or by an order.

SUSPENSION - Removal of students from their regular school program for a period not to exceed 10 school days. Pursuant to Florida Statute 1006.09, no student who is required by law to attend school shall be suspended for unexcused absence or truancy.

TEAR GAS GUN OR CHEMICAL WEAPON OR DEVICE - any weapon of such nature, except a device known as a "self-defense chemical spray." "Self-defense chemical spray" means a device carried solely for purposes of lawful self-defense that is compact in size, designed to be carried on or about the person, and contains not more than two ounces of chemical. **[F.S. 790.001(3)(b)]**

***THREAT AGAINST SCHOOL, SCHOOL PERSONNEL'S PROPERTY, SCHOOL TRANSPORTATION OR SCHOOL SPONSORED ACTIVITY** - Threatening to throw, project, place, or discharge any destructive device with intent to do bodily harm.

UNEXCUSED ABSENCE - An absence which does not have the approval of the school, or which is due to disciplinary action against the student. Ordinarily, in such case, the work missed may not be made up by the student for credit.

WEAPON - A weapon may be, but is not limited to, any firearm, imitation firearm, any explosive or destructive device, any knife, razor blade or box cutter, any dirk (dagger), metallic knuckles, slungshot (a small mass of metal, stone, sand, or similar material fixed on a flexible handle, strap, or the like, used as a weapon.), billie [billie (also spelled billy) club, night stick, a stick of less than arm's length, usually made of wood, plastic, or metal], tear gas gun, chemical weapon or device, or other deadly weapon except a firearm or a common pocketknife, plastic knife, or blunt-bladed table knife **[F.S. 790.001(13)]** or any item used with intent to cause bodily harm to another individual.

GADSDEN COUNTY SCHOOLS

POSITIVE STUDENT MANAGEMENT DISCIPLINE PLAN

2010-2011

POSITIVE STUDENT MANAGEMENT DISCIPLINE PLAN
2010-2011
GADSDEN COUNTY SCHOOL DISTRICT

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PREFACE

The district and its partners recognize the need for consistency of discipline between elementary and secondary schools. Regardless of where students attend school in the Gadsden County Public School District, we will adhere to the Gadsden County Positive Student Management Discipline Plan for their grade level. There are many factors that contribute to discipline problems in schools; nevertheless, the fact remains that schools have a responsibility to encourage, promote, and maintain an effective system of discipline.

Therefore, the Gadsden County Public School District is committed to be consistent, fair, and firm in practices as it resolves conflicts, modifies undesirable behaviors, and creates and maintains a safe and healthy environment in each school.

Though this document is a vehicle for effective disciplinary actions for all students, it does not supersede nor change in any manner the Gadsden County Code of Student Conduct.

PHILOSOPHY AND EXPECTATIONS

The Gadsden County School District believes that everyone has the right and responsibility to achieve at his or her educational best. To make this happen, everyone needs a safe and positive environment in which to learn. Therefore, the district vows to be the best that it can be and pledges to:
*Honor individual differences
*Clearly define the things that are expected from everyone.
*Hold each person accountable for his or her own behaviors.

Gadsden County Positive Student Management Discipline Plan Expectations

Students Are Expected To:

- Show respect through actions and words
- Refrain from using profanity
- Be on time to school and to classes
- Get along with others
- Complete assignments
- Perform at their highest level of achievement
- Take care of school property
- Request permission to use other's property
- Follow safety rules
- Bring necessary supplies and materials to class
- Follow the dress code **(SEE ELEMENTARY & SECONDARY COMPONENT)**
- Be honest
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

Teachers Are Expected To:

- Be firm, fair, and consistent in all situations
- Maintain a positive classroom environment
- Provide for a safe environment
- Work with and support others
- Communicate with families
- Be good role models for students and colleagues
- Value individual opinions and ideas
- Teach innovative and challenging lessons
- Provide for individual differences
- Be punctual to work, classes, and other functions
- Assume the responsibility for correcting undesirable behaviors and protecting students
- Support decisions made by administrators and peers
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

Administrators Are Expected To:

- Follow through and follow up on decisions
- Communicate openly and effectively with teachers and all stakeholders
- Gather input from all sources for effective decision making
- Encourage family support and participation
- Promote teacher creativity
- Provide for a safe environment
- Be good role models for students and all employees
- Be strong, supportive administrators and instructional leaders
- Communicate positive expectations for teachers, students, and other stakeholders
- Assume the responsibility of correcting undesirable behaviors and protecting students
- Value individual opinions and ideas
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

School Support Staff Is Expected To:

- Provide and maintain a safe, clean and healthy environment
- Be good role models for students and colleagues
- Work with and support others
- Value individual opinions and ideas
- Maintain a positive environment
- Assume responsibility for correcting undesirable behaviors and protecting students
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

Parents/guardians Are Expected To:

- Send students to school nourished, rested, and ready to learn
- Be active participants in their children's education
- Be good role models for their children
- Communicate frequently with school personnel
- Support school personnel
- Reinforce the fact that their children are accountable for their own actions
- Get involved in school activities
- Get their children to school daily and on time
- Assume responsibility for their children's before and after school care
- Admonish their children to leave all beepers, cellular phones, headsets, and any other non-essential items at home
- Value individual opinions and ideas
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

District Support Staff Is Expected To:

- Provide clear guidelines for implementing district policies
- Enforce district policies with uniformity and consistency
- Understand and support differences among schools
- Participate in school activities
- Value individual opinions and ideas
- Be good role models for students and all employees
- Assume the responsibility of correcting undesirable behaviors and protecting students
- Speak politely: "Please, Thank you, I'm sorry, I keep my word, Yes, No"

ELEMENTARY SCHOOLS

Grades K-5

[Pre-K discipline will be followed according to the District Code of Student Conduct.]

Discipline Guidelines and Procedures

LEVEL ONE INFRACTIONS

RESPONSIBILITY ISSUES

- Chewing gum, food, drinks, etc. during class
- Being unprepared for class (text, paper, pencil, assignments, etc.)
- Possessing items that are against school rules (hats, walkmans, toys, basketballs, chains, etc.)
- Dressing in opposition to the dress code **(SEE DRESS CODE COMPONENT)**
- Refusing to do class work
- Behaving inappropriately in the cafeteria
- Running on campus (includes tumbling)
- Sleeping in class
- Disrupting the class by way of any other minor offense

RESPECT ISSUES

- Disturbing the class (e.g., talking loud, getting out of seat without permission, laughing or talking at inappropriate times, minor physical play where no one is hurt)
- Using offensive language in general conversation with peers (includes name calling)
- Damaging school property: student-correctable (e.g., writing on wall, desk, etc.)
- Disobeying the school patrol
- Disrespecting others
- Bringing community problems to school
- Displaying intimate attention in public

TARDY POLICY

- When a student accumulates 3 or more unexcused tardies to class or school, the teacher will hold a conference with the student.
- On the 3rd unexcused tardy, the teacher will contact the parent/guardian by letter or by telephone.
-

DRESS CODE

- **SEE ELEMENTARY AND SECONDARY COMPONENTS**

LEVEL ONE PROCEDURES AND RELATED CONSEQUENCES

STEP I

- The teacher will privately issue verbal reprimand and discuss the problem with the student.
- The teacher will collect items from the student and will return them at the end of the day or when the parent/guardian collects them.

STEP II

IF A STUDENT CHOOSES TO BEHAVE IN SUCH A WAY THAT RESULTS IN A LEVEL ONE INFRACTION:

- The teacher **MUST** contact the parent/guardian.
  1. This could include, but is not limited to, a phone call, and/or a letter of misconduct with required parent/guardian signature to be returned
  2. With bus issues, refer to **BUS OFFENSES COMPONENT.**

STEP III

IF STUDENT BEHAVIOR RESULTS IN ONE OR MORE SUBSEQUENT LEVEL ONE INFRACTIONS:

- The teacher assigns related consequences. These could include, but are not limited to:
  - Lunch detentions
  - Work in buddy teacher room
  - Behavioral contracts (attach)
  - Additional parent/guardian contact
  - Teacher selected interventions

STEP IV

IF STUDENT BEHAVIOR HAS NOT IMPROVED AS A RESULT OF THE ABOVE INTERVENTIONS:

- The teacher will then submit a **referral** to the guidance counselor to seek assistance in resolving the behavior issues with the student. (SEE LEVEL ONE PRE-REFERRAL PACKET))

STEP V

IF, FOLLOWING THE COUNSELING SESSION, STUDENT BEHAVIOR HAS NOT IMPROVED:

- The student is considered to be in defiance of school rules/expectations **(Level Two Infractions).**
- A referral to the administrator is written on a **Pre-Referral Form**.
- The teacher must describe the infraction/offense and give a summary of conditions preceding the events.

This information is critical to an administrator for his/her communication with parents/guardians and assignment of **Level Two Consequences** that do not replicate consequences already used by the teacher, counselor, and/or administrator.

ELEMENTARY SCHOOL

LEVEL ONE PRE-REFERRAL PACKET

GUIDELINES AND PROCEDURES FOR EFFECTIVE IMPLEMENTATION

WHEN A STUDENT HAS COMMITTED LEVEL ONE INFRACTIONS:

- Please be thorough and consistent in documenting the offense and the type of intervention that was implemented.
- Please use the proper forms to document what has taken place.
- Remember that parent/guardian contact makes the entire process more effective.

IF INAPPROPRIATE BEHAVIOR HAS NOT CEASED AFTER 3 LEVEL ONE INFRACTIONS, PARENT/GUARDIAN CONTACT, AND COUNSELING:

- Complete a **Discipline Incident Form** and send the student with a completed **Pre-Referral Packet and** the referral to an administrator's office.

EXHIBITING CONSISTENT ADHERENCE TO THE PROCEDURES AND GUIDELINES AS OUTLINED IN THE DISCIPLINE PLAN ENSURES A SUCCESSFUL AND WHOLESOME SCHOOL YEAR.

CLASSROOM BEHAVIOR MANAGEMENT FORM FOR MINOR OFFENSES IN ELEMENTARY SCHOOLS

STUDENT_____ **I.D.**_____ **DATE**_____
TEACHER_____ **SUBJECT**_____**PERIOD**_____
CIRCLE IF APPLICABLE TO STUDENT: ESE ESOL
The above student's behavior has been disruptive to the class and inhibits my ability to teach. Specifically, the problem is:

_____
_____

As the classroom teacher, I have taken the following steps to correct the problem:
1st Offense: An **AFTER-CLASS DISCUSSION** was held on _____with the student regarding the above problem. The student's reaction to the problem and my suggestions for improvement were:

_____ **Favorable** _____ **Unfavorable** _____ **No reaction**

_____ _____
Teacher Signature Student Signature

2nd Offense: A **FORMAL TEACHER/STUDENT CONFERENCE** was held on _____ at _____.
(DATE) (TIME)
The problem was again discussed, and the student was warned that further misbehavior would result in a referral to the office. The student's reaction to my suggestions for improvement were:

_____ **Favorable** _____ **Unfavorable** _____ **No reaction**
PARENT/GUARDIAN PHONE CONTACT
(Name and No.) _____ was called on _____. The parent/guardian was advised of the problems and the steps taken thus far by me to remedy the problem. The parent/guardian's support was requested. Parent/Guardian reaction was:

_____ **Positive** _____ **Neutral** _____ **No reaction**

3rd Offense: The following **RESOURCE PEOPLE** were consulted:
A. Department/Team Chairman/Leader: The following recommendation/s was made:
_____
B. Guidance Counselor: The following recommendation/s was made:
_____
C. Other: The following assistance was provided:
_____

4th Offense: THE **PROBLEM PERSISTS**: I request administrative assistance with this student. **[Send this form and the student to the office.]**

Date/Time Student Sent Teacher signature
White – Office Yellow – Parent/Guardian Pink – Guidance Gold – Referring Teacher

Date: _____

Dear Parent/Guardian:

I am writing to you because I have been unable to reach you by phone. It is important that I advise you of _____'s behavior in my class. It has been less than satisfactory for the following reason/s:

_____

_____

_____

Because I strive to guarantee your child and all the students in my classroom the excellent learning climate they deserve, I will not tolerate any student who interferes with my ability to teach or the student's ability to learn. Please discuss the importance of this matter with your child.

I believe it is in your child's best interest that we work together cooperatively to enhance his/her education. If you have any questions or comments, please contact me at school.

Sincerely,

Teacher _____
School's Phone Number _____
Best time to call _____

Please sign this form and **RETURN TO ME** the next school day.

PARENT/GUARDIAN'S COMMENTS:

_____

_____

_____

Parent/Guardian's Signature **Date**

_____ _____

LEVEL TWO INFRACTIONS

- Skipping class/school
- Participating in physical play or altercation (when possible injury could occur)
- Directing profane or abusive language towards an adult
- Defying the observance of school rules/expectations
- Damaging school property (non-correctable)
- Exhibiting threatening or extremely defiant behavior or language towards another student
- Behaving in the manner that constitutes sexual harassment
- Throwing or propelling objects
- Spitting intentionally
- Repeating Level I Infractions

LEVEL TWO PROCEDURES AND RELATED CONSEQUENCES

IF A STUDENT CHOOSES TO BEHAVE IN SUCH A WAY THAT RESULTS IN A LEVEL TWO INFRACTION:

- The teacher will complete a **Discipline Incident Form,** and the student will be referred to an administrator.
- The teacher will notify an administrator **immediately** if a student's behavior becomes so defiant that the teacher is unable to conduct class.

ACTIONS TO BE TAKEN BY ADMINISTRATORS

1st REFERRAL

- An administrator contacts the parent/guardian **AND** administers his/her choice of one or more of the following:

1. Require restitution
2. Withdrawal of privileges
3. Bag lunch detention
4. Specific period(s) of internal suspension
5. After school detention
6. Supervised work detail
7. Conflict resolution session
8. Recommendation for Guidance Counseling Intervention
9. Consideration for possible external suspension
10. Parent/Guardian conference
11. Student Study Team Intervention

- An administrator warns the student/parent/guardian of the consequences of the second offense.

2nd REFERRAL

- An administrator contacts the parent/guardian AND administers his/her choice of one or more consequences from **1st Referral Consequences** with possible increase in length of consequences.
- An administrator warns the student/parent/guardian of the consequences of the third offense.

3rd REFERRAL

An administrator holds a conference with the parent/guardian and recommends/assigns external suspension.

LEVEL THREE INFRACTIONS

Stealing
Behaving in the manner that constitutes sexual misconduct

- Leaving school campus without permission
- Repeating a Level II Infraction

LEVEL THREE PROCEDURES AND RELATED CONSEQUENCES

IF A STUDENT CHOOSES TO BEHAVE IN SUCH A WAY THAT RESULTS IN A LEVEL THREE INFRACTION:

- The teacher will complete a **Discipline Incident Form,** and the student will be referred to an administrator.
- The teacher will notify an administrator **immediately** if a student's behavior becomes so defiant that the teacher is unable to conduct class.

ACTIONS TO BE TAKEN BY ADMINISTRATORS

1st REFERRAL

- An administrator contacts the parent/guardian **AND** administers his/her choice of one or more of the following:
  1. Require restitution
  2. Withdrawal of privileges
  3. Bag lunch detention
  4. Specific period(s) of internal suspension
  5. After school detention
  6. Supervised work detail
  7. Conflict resolution session
  8. Recommendation for Guidance Counseling Intervention
  9. Consideration for possible external suspension
  10. Parent/Guardian conference
  11. Student Study Team

- An administrator warns the student/parent/guardian of the consequences of the second offense.

2nd REFERRAL

- An administrator contacts the parent/guardian AND administers his/her choice of one or more consequences from **1st Referral Consequences** with possible increase in length of consequences.
- An administrator warns the student/parent/guardian of the consequences of the third offense.

3rd REFERRAL

- An administrator holds a conference with the parent/guardian and recommends/assigns external suspension.

LEVEL FOUR INFRACTIONS

ZERO TOLERANCE INFRACTIONS

- **REFER TO THE GADSDEN COUNTY SCHOOL DISTRICT CODE OF STUDENT CONDUCT.**

SECONDARY SCHOOLS
Grades 6 – 12

Discipline Guidelines and Procedures

CLASS I	MINOR OFFENSES

*Document All Actions Taken in Class I on the Classroom Behavior Management Form

- Chewing gum, eating food, or drinking beverages during class
- Being unprepared for class/no materials
- Arriving late to class (up to 5 minutes)
- Refusing to do classroom work
- Sleeping in class
- Using offensive language in general conversation with peers
- Disrupting the classroom (talking out loud, getting out of seat, laughing or talking at inappropriate times)
- Displaying intimate affection in public
- Possessing inappropriate items, (toys, games, tape players, beepers, cellular phones)
- Disrupting the class by any other minor offense

Actions To Be Taken By Teachers

1st Offense
- Contact the parent/guardian. [**required**]
- Hold a teacher/student conference with documentation [**complete applicable section of Classroom Behavior Management Form (CBM)].**
- Collect inappropriate items from the student and return them at end of the day or when a parent/guardian collects them.

2nd Offense
- Use creative teacher interventions (may include behavior improvement plan, disciplinary work, etc.).
- Refer the student to the homeroom teacher (If student is an athlete, refer to coaches)
- Hold formal teacher-student conference and contact the parent/guardian. **(complete applicable section of CBM)**
- Refer the student to the team leader or designee, if applicable.
- Refer the student to the Guidance Counselor/Resource person/Student Study Team.
- Arrange peer mediation for the student.

3rd Offense
- Contact the parent/guardian. **[required]**
- Render a verbal reprimand.
- Provide notification of the consequences of the next offense.
- Arrange peer mediation for the student.
- Refer the student to the team leader or designee.

- Refer the student to a Guidance Counselor.

4th Offense

ACTIONS TO BE TAKEN BY ADMINISTRATORS

- Contact the parent/guardian. **[required]**
- Refer the student to an Administrator for disciplinary action/parent/guardian contact
- Suspend the student from home-based school activities for 2 weeks.
- Assign the student to after-school detention - 2 Days
- Assign work detail to the student.
- Assign the student to in-school suspension (ISS) for 3 to 5 days/parent/guardian contact.

CLASS II	INTERMEDIATE OFFENSES

- Repeating classroom disruptions
- Failing to serve detention or other disciplinary interventions
- Instigating conflicts by spreading rumors, false statements, accusations, threats and other statements that tend to escalate situations or incite chaos
- Throwing food or drinks in cafeteria
- Loitering in an unauthorized location
- Using obscene or profane language or gestures
- Possessing or using tobacco products
- Cheating, plagiarism, abuse of technology, or forgery
- Skipping class/Leaving class/leaving school campus without permission
- Throwing or propelling objects or spitting
- Intimidating or harassing another student
- Dressing in opposition to the dress code
- Repeating Class I offenses

Actions To Be Taken By Administrators

- An administrator calls the parent/guardian. **[required]**
- An administrator will assign In-school suspension (ISS) for specified number of days.
- An administrator will assign 3 - 5 days out-of-school suspension (OSS) /parent/guardian contact.
- An administrator will assign 5 days OSS [school level hearing/ parent/guardian conference]
- An administrator will provide a hearing with the option to give OSS of 5 more days.
- The School Resource Officer will issue a citation.
- An administrator will provide peer mediation for the student.
- An administrator will involve the Guidance Counselors in fact-finding and counseling of students.

CLASS III	GROUP A	MAJOR OFFENSES

- Defying a school district employee (an attitude or action designed to provoke a confrontation)
- Defacing school property/malicious mischief
- Inciting or participating in riotous behavior
- Obstructing school employees from their duty (preventing fight breakups, etc.)
- Possessing merchandise stolen on school campus
- Trespassing
- Using school property without authorization (computers, A/V or PE equipment)
- Exhibiting lewd and lascivious behavior
- Possessing obscene literature or objects
- Stealing
- Repeating Class II offenses

Actions To Be Taken By Administrators

1st Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral and administrator confers with the student.
- An administrator assigns 3-5 days out of school suspension.
- An administrator warns the student and parents/guardians of the consequence of the second offense.
- Guidance Counselors assist with fact finding and counseling of students.
- The student/parent/guardian makes restitution
- The Resource Officer administers a civil citation.
- A law enforcement officer is called to give assistance.

- ***2nd Offense***
- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out of school suspension and conducts a hearing.
- An administrator warns the student and parent/guardian of the consequences of the third offense.
- An administrator informs the student and parent/guardian that all subsequent referrals will result in recommendation for alternative placement and/or expulsion.
- The student/parent/guardian makes restitution.
- The Resource Officer administers a civil citation.
- A law enforcement officer is called to give assistance.

3rd Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- Administrator confers with student.
- An administrator assigns 5 days out-of-school suspension with a hearing.

- An administrator informs the student and parent/guardian that all subsequent referrals will result in recommendation for alternative placement and/or expulsion.
- An administrator conducts a hearing for expulsion and/or alternative placement considerations.
- The student/parent/guardian makes restitution.
- The Resource Officer administers a civil citation.
- A law enforcement officer is called to give assistance.

CLASS III	GROUP B	MAJOR OFFENSES

- Fighting (involvement in physical confrontation in which the participant either initiated the fight or failed to take advantage of an opportunity to avoid escalation of the incident that led to the fight)
- Creating a hostile environment that includes harassing, physical, verbal, graphic or written conduct that is sufficiently severe, pervasive or persistent as to interfere with an individual's ability to participate in or benefit from school activities. This includes all forms of sexual, racial, national origin, disability or other forms of discrimination or harassment prohibited by school board policies
- Threatening, harassing or intimidating a school district employee/adult

Actions To Be Taken By Administrators

1st Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out-of-school suspension.
- Guidance Counselors assist in fact finding and counseling of student.
- An administrator reads the second offense consequences to the students and parent/guardian.
- An administrator provides peer mediation.

2nd Offense

- An administrator calls the parents/guardians. **[required]**
- The teacher/administrator writes a referral.
- An administrator confers with the student.
- An administrator assigns 5 days out-of-school suspension with a hearing for possible alternative placement and/or expulsion considerations.
-

CLASS III	GROUP C	MAJOR OFFENSES

ZERO TOLERANCE OFFENSES

- **REFER TO THE GADSDEN COUNTY SCHOOL BOARD CODE OF STUDENT CONDUCT.**

BUS OFFENSES

MINOR OFFENSES

- Shouting/loud talking
- Eating / drinking
- Littering
- Holding hand/head outside of the bus

Actions To Be Taken

- **BUS DRIVERS' INTERVENTIONS (use one or more)**
- Conduct a conference with the student.
- Assign a new seat assignment.
- Notify the parents/guardians.
- Write a referral and give it to an administrator.

- **ADMINISTRATORS' INTERVENTIONS**
- 1st referral : Notify parents/guardians and have a conference with the student.
- 2nd referral: 1- 3 days off bus
- 3rd referral: 3 days off bus
- 4th referral: 5 days off bus **(Hearing Requested)**

MAJOR OFFENSES

- Being out of seat when bus is in motion
- Using foul language/ racial slurs
- Defacing property
- Throwing objects
- Holding hand/head outside bus while in motion
- Fighting
- Distracting the bus driver with deviant behavior

Actions To Be Taken By Administrators

- Restitution is paid by the student/parent/guardian.
- 1st referral: 1-3 day off bus
- 2nd referral: 3-5 days off bus
- 3rd referral: 5 days off bus
- 4th referral: 5 days off bus **(Hearing Requested/expulsion considered)**

The student may also be subject to other disciplinary actions which may include suspension or expulsion from school.

ZERO TOLERANCE ON THE BUS

- Threatening/assaulting the driver
- Possessing weapons
- Possessing/using drugs/alcohol

ZERO TOLERANCE OFFENSES

Refer to the Gadsden County School District Code of Student Conduct.

STUDENT DRESS CODE

In adherence to the Gadsden County School Board's policy concerning students' dress, this Positive Student Management Discipline Plan acknowledges these guidelines and the importance of students' attire. Students' clothing should be appropriate for the occasion, in good taste, and in good condition. While the administration recognizes the individuality of each student and does not wish to stifle individual taste, consideration must be given to the primary reason for school attendance – academic excellence.

Clothing and/or other personal adornment that is so unusual or non-traditional that it attracts undue attention and distracts from the academic climate of the classroom cannot be allowed.

APPROPRIATE ATTIRE

- When young ladies wear shorts, skirts, and dresses, the length must be near their knees. This knee length is determined by the indentation of the tip of the student's middle finger when placed against the student's attire.
- Bound sleeveless shirts and/or dresses that cover the armpits may be worn.
- Shirts/blouses must cover the midriff at all times.
- Young men will wear belts or suspenders with their pants. Elastic waist band/draw strings are acceptable.
- Hats and hoods may be worn outside of the building only.
- Shirts and blouses that are designed to be worn inside will be tucked into the pants/skirts.

INAPPROPRIATE ATTIRE

- Tight-fitting stretchy pants, leotards, bicycle pants, or body gloves
- Blouses or shirts that are unbuttoned, see-through, halter tops, tank tops, or muscle shirts and dresses that are strapless, spaghetti strap, or sun dresses,
- Section cutout garments with holes
- Clothes that advertise gangs, alcoholic beverages, tobacco, drugs, suggestive or sexually explicit logos, or offensive racial slogans
- Headbands, bandannas, scarves, stocking/wave caps, or any other head gear
- Bare feet, bedroom slippers, flip-flops or beach shoes
- Hair combs, hair picks, or hair rollers
- Drop pants

* These dress code guidelines are subject to the interpretation of the administration, faculty, and staff. Any other type of clothing or garment that is distracting, immodest, or interferes with learning will not be allowed.

STUDENTS FOUND IN VIOLATION OF THE DRESS CODE WILL BE SUBJECTED TO THE FOLLOWING OPTIONS:

- Parents/guardians will be called and informed to bring student appropriate attire.
- Students will be sent home to change clothes and return to school promptly.
- Parents/guardians must make arrangement to pick student up from school for the remainder of the day.
- Student will be placed in ISS until the end of the day.

CLASSROOM BEHAVIOR MANAGEMENT FORM FOR MINOR OFFENSES IN SECONDARY SCHOOLS

STUDENT_____ **I.D.**_____ **DATE**_____
TEACHER_____ **SUBJECT**_____ **PERIOD**_____
CIRCLE IF APPLICABLE TO STUDENT: ESE ESOL
The above student's behavior has been disruptive to the class and inhibits my ability to teach. Specifically, the problem is:

_____
_____

As the classroom teacher, I have taken the following steps to correct the problem:
1st Offense: An **AFTER-CLASS DISCUSSION** was held on _____with the student regarding the above problem. The student's reaction to the problem and my suggestions for improvement were:

_____ **Favorable** _____ **Unfavorable** _____ **No reaction**

_____ _____
Teacher Signature Student Signature

2nd Offense: A **FORMAL TEACHER/STUDENT CONFERENCE** was held on _____ at _____.
(DATE) (TIME)
The problem was again discussed, and the student was warned that further misbehavior would result in a referral to the office. The student's reaction to my suggestions for improvement were:

_____ **Favorable** _____ **Unfavorable** _____ **No reaction**
PARENT/GUARDIAN PHONE CONTACT
(Name and No.) _____ was called on _____. The parent/guardian was advised of the problems and the steps taken thus far by me to remedy the problem. The parent/guardian's support was requested. Parent/Guardian reaction was:

_____ **Positive** _____ **Neutral** _____ **No reaction**

3rd Offense: The following **RESOURCE PEOPLE** were consulted:
A. Department/Team Chairman/Leader: The following recommendation/s was made:
_____
B. Guidance Counselor: The following recommendation/s was made:
_____
C. Other: The following assistance was provided:
_____

4th Offense: THE **PROBLEM PERSISTS**: I request administrative assistance with this student. **[Send this form and the student to the office.]**

Date/Time Student Sent Teacher signature
White – Office Yellow – Parent/Guardian Pink – Guidance Gold – Referring Teacher

DOCUMENTATION NEEDED TO PROCESS STUDENT REFERRALS FOR ELEMENTARY SCHOOLS

FROM THE OFFICE OF ADMINISTRATION

DATE: _____

TO: _____

CHECK ONE

- Documentation Needed **(see response below)**
- Recommendation Issued **(see response below)**

Send a **completed** Pre-Referral Form

Handle the disciplinary action at grade level.

Send **Level One** documentation forms with the referral.

Send a **completed** Guidance Referral Form.

Need additional information

_____Other

_____

_____

_____

_____

Thank you,

_____

DOCUMENTATION NEEDED TO PROCESS STUDENT REFERRALS FOR SECONDARY SCHOOLS

FROM THE OFFICE OF ADMINISTRATION

DATE: _____

TO: _____

CHECK ONE

- Documentation Needed **(see response below)**
- Recommendation Issued **(see response below)**

Send a **completed** Classroom Behavior Management Form

Handle the disciplinary action at grade level.

Send **Class I** documentation forms with the referral.

Need additional information

_____Other

_____

_____

_____

_____

Thank you,

_____

GLOSSARY OF
STUDENT DISCIPLINE REFERRAL TERMINOLOGY

Abuse of property/minor vandalism - to use wrongly or improperly, or to maltreat any school equipment or property

Alcohol possession, use, sale, storage, or distribution - having on one's person or within one's personal property or under one's control by placement of and knowledge of the whereabouts or reasonable belief that one has assimilated, or reasonably appears, in the judgment of appropriate school officials, to be under the influence of any alcoholic substance

Armed robbery - the taking of money or other property which may be the subject of larceny from the person or custody of another, with intent to either permanently or temporarily deprive the person or the owner of the money or other property, when in the course of the taking there is the use of force, violence, assault, or putting in fear; with the use of a firearm, imitation firearm, or other deadly weapon

Arson - to willfully and unlawfully, or while in the commission of any felony, by fire or explosion, damage or cause to be damaged: any dwelling, whether occupied or not, or its contents; any structure, or contents thereof, where persons are normally present; and any other structure that the person knew or had reasonable grounds to believe was occupied by a human being

Articles disruptive to school - to possess, display or use anything that is disruptive to the general peace and welfare of a school center, school bus, or a school sponsored activity

Assault on school board employee - any intentional, unlawful threat, by word or act, to do violence to a school board employee, coupled with an apparent ability to do so, and doing some act that creates a well-founded fear in another person that violence is imminent

Attempted criminal act against a person - any person who attempts to commit, or who solicits another to commit, or who agrees, conspires, combines, or confederates with another person or persons to commit the offense of a battery against another person or persons, and in such attempt does any act toward the commission of such offense, but fails in the perpetration or is intercepted or prevented in the execution of the offense

Battery (Aggravated) - intentionally or knowingly causing great bodily harm, permanent disability, or permanent disfigurement or using a deadly weapon while committing a battery

Battery or aggravated battery on a school board employee - a battery or aggravated battery on any elected official or school district employee whether it is committed on school property, on school sponsored transportation, during a school-sponsored activity or while the elected official or employee is on official school business

Bomb threat - intentionally making a false report to any person concerning the placement of any bomb, dynamite, explosive, or arson-causing device

Breaking and entering/burglary - the unlawful entry into a building or other structure with the intent to commit a crime

Bully - a person who uses power (physical, verbal, or psychological) in a willful manner with the aim of hurting another individual repeatedly

Bus disruption - behavior that disrupts and/or distracts the driver from safely operating the school bus

Cheating (copying work of another, using materials not authorized to use - copying of anyone else's work or cheating on any test or assignment

Chemical/hazardous material - Any chemical compounds or dangerous materials that may be used to cause harm or vulnerability to any person(s).

Computer misuse/inappropriate use of e-mail/internet - the inappropriate use of a computer, including, but not limited to, breaking into restricted accounts or networks, modifying, or destroying files without permission, illegally copying software, and entering or distributing or printing unauthorized files; accessing or entering unauthorized internet sites; distributing inappropriate electronic messages

Confrontation/tussle - a verbal confrontation, struggle, or scuffle involving more than one person; pushing, shoving, pulling, etc. that has the propensity to escalate into a fight

Contraband, non-criminal - possession and/or use of items or contraband designated by the school as inappropriate materials such as portable paging devices, beepers, portable cellular telephones, etc.; these will be confiscated

Criminal assault on a student/person - any intentional, unlawful threat, by word or act, to do violence to another person, coupled with an apparent ability to do so, and doing some act that creates a well-founded fear in another person that violence is imminent

Criminal battery on a student/person (non-School Board Employee) - an actual and intentional touching or striking of another person against his or her will or intentionally causing bodily harm to an individual, including child abuse; the malicious and unprovoked physical attack by an aggressor upon another person

Disobedient/open defiance/insubordination - refusal or failure to obey, marked by resistance to authority; the flagrant or hostile challenge of the authority of a school staff member, bus driver, or any other adult in authority

Disobeying rules on the school bus - violation of the posted or written rules of conduct for the bus that is not necessarily a disruptive behavior; e.g.: not in assigned seat, eating or drinking on the bus

Disorderly conduct/disruption of school - any act which substantially disrupts the orderly conduct of a school function, behavior which substantially disrupts the orderly learning environment or poses a threat to the health, safety, and/or welfare of students, staff, or others

Disrespectful language - written or verbal remarks or gestures that show a lack of respect, rudeness or are inappropriate; The use of words or acts which demean, degrade, antagonize, or humiliate a person or group of persons

Disruptive behavior - behavior by its nature disrupts the educational process, but is not criminal.

Disruptive play - non-confrontational activity that is not appropriate in a school setting and is disruptive to the educational process; engaging in rowdy, rough behavior that interferes with the safe and or purposeful order of a school; e.g.: horseplay, chasing another student in the hallway of classroom, etc.

Dress code violation - to dress in a manner that would constitute a disruption in the school, create a safety hazard or exhibit impropriety; violations of the school dress code

Drug paraphernalia use, sale, storage, or distribution - to possess, use, sale, store, or distribute any equipment, device, or equipment used for the purpose of preparing or taking drugs

Drugs represented as drugs/imitation, use, storage, or possession - to store, possess, purchase, use, or be under the influence of any mood modifying substance and/or dangerous substance including, but not limited to, marijuana, hallucinogens, inhalants, as well as any substance represented to be an illegal substance, such as designer drugs, or caffeine pills, tablets, or caplets, or any substance which is represented to be any such substance while on school property or jurisdiction of the school district

Explosive devices possession, use, sale, or distribution (not firecrackers, fireworks) - an explosive is any chemical compound or mixture that has the property of yielding readily to combustion or oxidation upon application of heat, flame, or shock, including but not limited to dynamite, nitroglycerin, trinitrotoluene, or ammonium nitrate when combined with other ingredients to form an explosive mixture, blasting caps, and detonators

Extortion/blackmail/coercion - the use of threat or intimidation to obtain anything of value from another person, including, but not limited to, money

Failure to comply with class/school rules - violation of specified posted or written school or class rule that is not necessarily a disruptive behavior; e.g.: repeatedly chewing gum, repeatedly tardy for class, etc.

False fire alarm/911 call - whoever, without reasonable cause, by outcry or the ringing of bells, or otherwise makes or circulates, or causes to be made or circulated, a false alarm of fire or 911 call

Fighting - mutual participation in a hostile, physical encounter; mutual participation in an altercation involving physical violence

Fireworks/firecrackers - possession, use, sale, storage, or distribution of fireworks or firecrackers or associated devices

Forgery of a document or signature - to fashion or reproduce for fraudulent purposes

Gambling - one who participates in games of chance or skill for money or profit

Homicide/murder - the unlawful killing of a human being; and manslaughter – the killing of a human being by the act, procurement, or culpable negligence of another, without lawful justification

Inappropriate activity - any activity that is disruptive and/or inappropriate in a school setting that does not fit into another category

Intentionally striking a staff member intervening in a fight - intentionally striking or violently struggling with a staff member intervening in a fight or confrontation

Kidnapping or abduction - forcibly, secretly, or by threat, confining, abducting, or imprisoning another person against their will and without lawful authority, with intent to hold for ransom or reward or as a shield or hostage; commit or facilitate commission of any felony; inflict bodily harm upon or to terrorize the victim or another person

Leaving School Grounds without permission - unauthorized leaving of the school grounds

Lying/misrepresentation - intentionally providing false or misleading information to, or withholding valid information from a school staff member

Motor vehicle theft - theft or attempted theft of a motor vehicle; anything that is self-propelled

Obscene, lewd, or inappropriate act - the use of oral or written language, electronic messages, pictures, objects, gestures, or engaging in any physical act considered to be offensive, socially unacceptable, or not suitable for an educational setting

Other potentially dangerous weapons/items - any instrument or object, other than firearms or knives, deliberately used to inflict harm on another person, or used to intimidate any person

Out of Assigned Area - out of assigned area without permission and/or in a restricted access area without permission

Petty theft/stealing 1 ($0-$10) - the unlawful taking, carrying, or lending of property less than $10.00 in value from the possession or constructive possession of another person

Petty theft/stealing 2 ($10 -$25) - the unlawful taking, carrying, lending, or riding away of property more than $10, but less than $25 in value from the possession, or constructive possession of another person

Petty theft/stealing 3 ($25-$50) - the unlawful taking, carrying, lending, or riding away of property more than $25, but less than $50 in value from the possession, or constructive possession of another person

Physical aggression (not involving law enforcement) - the intentional physical aggression of one party against another person such as pushing, punching, or striking

Plagiarism - The unauthorized use of someone else's material, which is then presented as being the result of the plagiarist's own primary research, creative impulse or insight. Plagiarism technically encompasses the borrowing of ideas of others, as well as their exact words or allowing one's own personal work or homework to be copied

Possession/use of tobacco products - possession, use, sale, storage, or distribution of tobacco products on school district property

Profane/obscene language - abusive, profane, obscene, or vulgar language (verbal, written, or gestures) or conduct in the presence of another person

Public display of affection - engaging in overtly amorous contact or language not appropriate in a school setting

Robbery - the taking or attempting to take anything of value that is owned by another person or organization, under confrontational circumstances by force or threat of force or violence and /or by putting the victim in fear

Sexual battery (attempted or actual forcible penetration) - forced- oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the anal or vaginal penetration of another by any other object

Sexual harassment - any slur, innuendo, or other physical conduct reflecting on an individual's gender which has the purpose of creating an intimidating, hostile, or offensive educational work environment; has the purpose or effect of unreasonably interfering with an individual's work or school performance or participation; or otherwise affects an individual's educational opportunities; sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature

Sexual misconduct - engaging in a sex act or physical conduct of a sexual nature; the unlawful sexual intercourse, sexual contact or other unlawful behavior or conduct intended to result in sexual gratification without force or threat and where the victim is capable of giving consent

Stealing more than $50 - the unlawful taking, carrying, leading, or riding away of property more than $50, in value from the possession or constructive possession of another person or entity (meaning school)

Tardiness, Habitual - consistently late to class or school

Threat, non-criminal - a threat (less serious than assault) by word or act to do violence to another person or his/her property; e.g.: "You better watch your back", "I'm going to get you after school."

Trespassing - to enter or remain on a public school campus or school board facility without authorization or invitation and with no lawful purpose for entry, including students under suspension or expulsion, employees not required by their employment to be at the particular location; and unauthorized persons who enter or remain on campus or school district facility or sponsored activity after being directed to leave

Truancy/Unexplained Absence - An absence from class or school that the reason or excuse is inadequate or does not meet the criteria for an excused absence

Unauthorized possession or use of prescription medication - to possess, use, sell, store, or distribute or be under the influence of any substance which requires a physicians prescription, or any over-the-counter medication without parent/guardian approval and school notification

Unauthorized sale/distribution of materials (non-criminal) - unauthorized selling or distributing of materials not generally considered illegal; e.g.: candy

Unintentionally striking a staff member intervening in a fight - unintentional striking or violently struggling with a staff member intervening in a fight or confrontation

Unknown weapon possession - type of instrument or object unknown at the time of the report

Unserved detention (extended) - unexcused absence from a scheduled extended detention

Unserved detention (regular) - unexcused absence from a scheduled regular detention

Unserved detention (Saturday) - unexcused absence from a scheduled Saturday detention

Use of intoxicants - the inappropriate use of intoxicants, including but not limited to, glue, solvents, butane, and whipped cream, for the purpose of obtaining a mood-modifying experience

Vandalism more than $100 (includes time and labor) - the willful and/or malicious destruction, damage, or defacement of public or private property, real or personal, without the consent of the owner or the person having custody or control of it. This includes graffiti.

Weapon/knife possession - the possession of any knife that may inflict harm on another person, or be used to intimidate another person, including, but not limited to, fixed blade knives, folding knives, switch blade knives, and common pocket knives or any item used with intent to cause bodily harm to another individual.

LETTER OF ACKNOWLEDGMENT
FOR STUDENTS

PLEASE SIGN THIS FORM AND RETURN IT TO THE OFFICE OF THE PRINCIPAL.

FOR STUDENTS

I have received a general overview and specific instructions on the contents of the Gadsden County School Board's Code of Student Conduct and the Gadsden Positive Student Management Discipline Plan.

I understand that if I commit or cause any criminal act using any wireless communication device while on school grounds or at any school function, I am subject to disciplinary action by the Gadsden County School Board (F.S. 1006.07).

For each course in which the student has four (4) unexcused absences, that are not for one of the legitimate purposes as described in this Code, a grade of "F" will be assigned for that grading period.

_____
Signature of Student

_____
Date

_____
School

[If student is in a primary program and is unable to write his/her name, the teacher may sign the student's name and must initial his/her (the teacher) name.]

LETTER OF ACKNOWLEDGMENT
FOR PARENTS/GUARDIANS/GUARDIANS

PLEASE SIGN THIS FORM AND RETURN IT TO THE OFFICE OF THE PRINCIPAL.

FOR PARENTS/GUARDIANS/GUARDIANS

I have received a copy of the Gadsden County School Board's Code of Student Conduct and the Gadsden Positive Student Management Discipline Plan.

I understand that if my child commits or causes any criminal act using any wireless communication device while on school grounds or at any school function, he/she may be subject to disciplinary action by the Gadsden County School Board (F.S. 1006.07).

For each course in which the student has four (4) unexcused absences, that are not for one of the legitimate purposes as described in this Code, a grade of "F" will be assigned for that grading period.

_____
Signature of Parent/Guardian

_____
Date

_____
Student's Name

Gadsden County Public Schools
2010-2011 Student Calendar (180 days)

August 2010
23 1st day of school for students

September 2010
6 Labor Day

October 2010
11-22 FCAT Retakes
21 End 1st grading period (43 days)
22 Student Holiday
25 Begin 2nd grading period

November 2010
11 Veterans Day Observed
19 Student Holiday
24 Student Holiday
25-26 Thanksgiving Holiday

December 2010
15-17 High School Semester Exams
Early Dismissal
20-31 Winter Break

January 2011
3 Winter Break continued
4 Students Return
5 End 2nd grading period (37 days)
End 1st semester (80 days)
6 Begin 3rd grading period
Begin 2nd Semester
17 Martin L King Day

February 2011
21 Student Holiday

March 2011
1-4 FCAT Writing (Grades 4, 8 and 10)
17 End 3rd grading period (49 days)
18 Student Holiday
21-25 Spring Break
28 Begin 4th grading period
30-31 FCAT SSS Reading & Math Retakes (Grades 11-Adult)

April 2011
1-6 FCAT SSS Reading & Math Retakes (Grades 11-Adult)
11-22 FCAT SSS Reading & Math (Grades 3-10)
FCAT SSS Science (Grades 5, 8 and 11)

May 2011
30 Memorial Day

June 2011
3-7 High School Final Exams
Early Dismissal
7 End 4th grading period (51 days)
End 2nd Semester (100 days)
Last day of school